

UGOWORK GENERAL TERMS AND CONDITIONS

1. Applicability.

(a) These general terms and conditions (these "**Terms**") are the only terms which govern the sale of goods ("**Goods**") and performance of services ("**Services**") by UgoWork to the entity to which UgoWork is providing Goods or Services under this Agreement ("**Client**"). Notwithstanding anything to the contrary herein, (i) these Terms do not apply to the Client's battery or UgoPilot™ software platform subscriptions, or to the services rendered by UgoWork pursuant to a service-level, subscriptions and services are governed by distinct terms and conditions; and (ii) if a written contract signed by both parties is in existence covering the sale of the Goods or provision of Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. For the purposes of these Terms, "**UgoWork**" refers to the legal entity identified in the Sales Confirmation (as defined below), it being understood that in the event that no entity is identified (i) it shall be Ingeniarts Technologies USA Inc. if the Client's address indicated in the Sales Confirmation is in the United States or (ii) it shall be Ingeniarts Technologies Inc. (dba UgoWork) if the Client's address indicated in the Sales Confirmation is outside the United States.

(b) These Terms, together with UgoWork's final quotation and the purchase order issued by Client and accepted in writing by UgoWork (or any release thereunder) (the "**Sales Confirmation**") (collectively, the "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or such terms. Fulfilment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, UgoWork may, from time to time change the Services without the consent of Client provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Client's purchase order, subject to availability of finished Goods. UgoWork shall notify Client of any significant delay in the expected delivery date, but shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, the Goods shall be delivered per Ex Works (EXW) Incoterms® 2020 at UgoWork's location, freight collect, located at the following address: 1065 Lescarbot Street, Door 10, Quebec City, Quebec (Canada) G1N 1X6 or at Client's designated delivery location (the "**Delivery Point**") during UgoWork' normal business hours or as otherwise agreed to between the parties. Client shall take delivery of the Goods upon receipt of UgoWork' written notice that the Goods have been delivered to the Delivery Point. Notwithstanding any terms and conditions provided under the Ex Works (EXW) Incoterms® 2020, Client may select a common carrier of its choice and provide UgoWork with the carrier's account number to allow UgoWork to coordinate the shipment of the Goods. If no carrier is specified, UgoWork will select a common carrier of its choice. Client shall be responsible for any transportation costs, including but not limited to, freight, insurance and special handling and packaging. UgoWork reserves the right to ship prepaid and invoice shipping charges.

(c) UgoWork may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Client's purchase order.

(d) If for any reason Client fails to accept delivery of any of the Goods on the date fixed pursuant to UgoWork's notice that the Goods have been delivered at the Delivery Point, or if UgoWork is unable to deliver the Goods at the Delivery Point on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Client; (ii) the Goods shall be deemed to have been delivered; and (iii) UgoWork, at its option, may store the Goods until Client picks them up, whereupon Client shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

(e) Any liability of UgoWork for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered. This shall constitute Client's unique exclusive remedy for non-delivery of Goods.

(f) UgoWork shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

(g) With respect to the Services, Client shall (i) cooperate with UgoWork in all matters relating to the Services and provide such access to Client's premises, and such office accommodation and other facilities as may reasonably be requested by UgoWork, for the purposes of performing the Services; (ii) respond promptly to any UgoWork request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for UgoWork to perform Services in accordance with the requirements of this Agreement; (iii) provide such materials or information as UgoWork may reasonably request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. **Title and Risk of Loss.** Title and risk of loss passes to Client upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Client hereby grants to UgoWork a lien on and security interest in and to all of the right, title, and interest of Client in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under applicable law.

4. **Client's Acts or Omissions.** If UgoWork's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, UgoWork shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Inspection and Rejection of Non-Conforming Goods.

(a) Client shall inspect the Goods within fifteen (15) days of receipt ("**Inspection Period**"). Client will be deemed to have accepted the Goods unless it notifies UgoWork in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by UgoWork. "**Non-Conforming Goods**" means only product shipped is different than identified in Client's purchase order.

(b) If Client timely notifies UgoWork of any Non-Conforming Goods, UgoWork shall, in its sole discretion, (i) replace such Non-Conforming Goods with conforming Goods, or (ii) credit or refund the Price for such Non-Conforming Goods, together with any reasonable shipping and handling expenses incurred by Client in connection therewith. Client shall ship, at its expense and risk of loss, the Non-Conforming Goods to UgoWork's facility located at 1065 Lescarbot Street, Door 10, Quebec City, Quebec (Canada) G1N 1X6. If UgoWork exercises its option to replace Non-Conforming Goods, UgoWork shall, after receiving Client's shipment of Non-Conforming Goods, ship to Client, at Client's expense and risk of loss, the replaced Goods to the Delivery Point. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to UgoWork.

6. Price.

(a) Client shall purchase the Goods and Services from UgoWork at the prices (the "**Prices**") set forth in the Sales Confirmation. If the Prices should be increased by UgoWork before delivery of the Goods to a carrier for shipment to Client, then these Terms shall be construed as if the increased prices were originally inserted herein, and Client shall be billed by UgoWork on the basis of such increased prices.

(b) Client agrees to reimburse UgoWork for all reasonable travel and out-of-pocket expenses incurred by UgoWork in connection with the performance of the Services.

(c) All Prices are exclusive of all harmonized sales tax, goods and services tax, sales tax, value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Client. Client shall be responsible for all such charges, costs, and taxes; provided that, Client shall not be responsible for any taxes imposed on, or with respect to, UgoWork's income, revenues, gross receipts, personnel or real or personal property, or other assets.

7. Payment Terms.

(a) Client shall pay all invoiced amounts due to UgoWork within ten (10) days from the date of UgoWork's invoice. Unless otherwise indicated in the Sales Confirmation, Client shall make all payments hereunder by in Canadian dollars.

(b) Client shall pay interest on all late payments at the lesser of the rate of 1,5% per month (19,56 % per year) or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse UgoWork for all costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under these Terms or at law (which UgoWork does not waive by the exercise of any rights hereunder), UgoWork shall be entitled to suspend the delivery of any Goods or performance of any Services if Client fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(c) Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with UgoWork, whether relating to UgoWork's breach, bankruptcy or otherwise.

8. Limited Warranty.

(a) UgoWork warrants to Client that for a period of six (6) months from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to the specifications set forth in UgoWork's published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship. Notwithstanding anything to the contrary herein, this warranty does not apply to Goods that are subject to and delivered with a standalone warranty certificate, in which case such warranty certificate shall apply exclusively.

(b) UgoWork warrants to Client that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8(a) and 8(b), UGOWORK MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) CONDITION OR WARRANTY OF MERCHANTABILITY; OR (B) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(d) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 8(a). For the avoidance of doubt, UGOWORK MAKES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) CONDITION OR WARRANTY OF MERCHANTABILITY; (B) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) CONDITION OR WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(e) UgoWork shall not be liable for a breach of the warranties set forth in Section 8(a) and 8(b) unless: (i) Client gives written notice of the defective Goods or Services, as the case may be, reasonably described, to UgoWork within fifteen (15) days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, UgoWork is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 8(a) to examine such Goods and Client (if requested to do so by UgoWork) returns such Goods to UgoWork's place of business at UgoWork's cost for the examination to take place there; and (iii) UgoWork reasonably verifies Client's claim that the Goods or Services are defective.

(f) UgoWork shall not be liable for a breach of the warranty set forth in Section 8(a) or 8(b) if: (i) Client makes any further use of such Goods after giving such notice; (ii) the defect arises because Client failed to follow UgoWork's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Client alters or repairs such Goods or reperforms such Services without the prior written consent of UgoWork.

(g) Subject to Section 8(e) and 8(f) above, with respect to any such Goods during the Warranty Period, UgoWork shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if UgoWork so requests, Client shall, at UgoWork's expense, return such Goods to UgoWork.

(h) Subject to Section 8(e) and 8(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 8(b), UgoWork shall, in its sole discretion, (i) repair or reperform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(i) THE REMEDIES SET FORTH IN SECTION 8(G) AND 8(H) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND UGOWORK'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 8(A) AND 8(B).

9. Limitation of Liability.

(a) IN NO EVENT SHALL UGOWORK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY CLIENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL UGOWORK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER

ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO UGOWORK FOR THE GOODS AND SERVICES UNDER THIS AGREEMENT.

(c) The limitation of liability set forth in Section 9(b) shall not apply to (i) liability resulting from UgoWork's gross negligence or wilful misconduct, and (ii) death or bodily injury resulting from UgoWork's acts or omissions.

10. **Insurance.** During the term of this Agreement and for a period of one (1) year thereafter, Client shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than two million Canadian dollars (2,000,000\$) per occurrence with financially sound and reputable insurers. Upon UgoWork's request, Client shall provide UgoWork with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in these Terms.

11. **Compliance with Law.** Client shall comply with all applicable laws, regulations, and ordinances. Client shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Client shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Client. Client assumes all responsibility for shipments of Goods requiring any government import clearance. UgoWork may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

12. **Termination.** In addition to any remedies that may be provided under these Terms, UgoWork may terminate this Agreement with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, liquidation, reorganization, or assignment for the benefit of creditors.

13. **Waiver.** No waiver by UgoWork of any of the provisions of this Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **Confidential Information.** All non-public, confidential or proprietary information of UgoWork, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by UgoWork to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by UgoWork in writing. Upon UgoWork's request, Client shall promptly return all documents and other materials received from UgoWork. UgoWork shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Client at the time of disclosure; or (c) rightfully obtained by Client on a non-confidential basis from a third party.

15. **Intellectual Property.** All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for same, copyright, design rights, database rights, rights in and to confidential information and know-how) and any rights analogous to the same anywhere in the world and existing at any time in the Goods or arising out of or relating to the design or manufacture of the Goods shall belong and remain vested in UgoWork. Unless it has received UgoWork's prior written approval (which may be refused or conditioned at UgoWork's discretion), Client must not rebrand any Good or container, document or object associated with same, or otherwise alter, remove, or tamper with any trademark or other marking appearing on any Good or container, document or object associated with same. Without limiting the foregoing, Client must not label or relabel a product or a container, document or object associated with same or include any marking that could lead anyone to believe that Client or any person other than UgoWork is the manufacturer of the Goods.

16. **Products under Development.** To the extent where a Sales Confirmation includes Goods which are still under development (the "**New Products**"). The design, price, availability and specifications of New Products are subject to change without liability. Should any such material change arise with respect to New Products, the Client will be notified in writing by UgoWork prior to its delivery.

17. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's ("**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; and (f) other events beyond the reasonable control of the Impacted Party whether or not foreseeable and whether or not the Party was made aware of their possible occurrence. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon written notice, without further formality or delay.

18. **Assignment.** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of UgoWork. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

19. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of

joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with (i) if the Client's address as indicated in the Sales Confirmation is in the United States, the laws of the State of Delaware; or (ii) if the Client's address as indicated in the Sales Confirmation is elsewhere, the laws of the Province of Québec and the federal laws of Canada applicable therein, in each case, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

22. **Choice of Forum.** Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement, and all contemplated transactions, shall be instituted in (i) if the Client's address as indicated in the Sales Confirmation is in the United States, the courts of Delaware; or (ii) if the Client's address as indicated in the Sales Confirmation is elsewhere, the courts of the Province of Québec, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

23. **Notices.** Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt

of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email; or (c) on the third (3rd) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

24. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Intellectual Property, Governing Law, Choice of Forum and Survival.

26. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

27. **Language.** It is its express wish that this Agreement and all related documents be drawn up in English. If a version of this Agreement is provided in another language and if there is a conflict between both versions of this Agreement, the version that is in the same language as the Sales Confirmation shall prevail. *Il est de la volonté expresse des parties que cette entente et tous les documents connexes soient rédigés en anglais. Dans l'éventualité où une version de cette entente est fournie dans une langue autre et qu'il existe un conflit entre les deux versions de cette entente, la version qui est dans la même langue que la confirmation de commande prévaudra.*