



CHEFEE HOME ROBOTIC CHEF RESERVATION AGREEMENT

Chefee Robotics Inc. (“we”, “us”, “our”) offers a Reservation option for any entity or individual (“you”, “your”) who would like to reserve a spot to purchase the Chefee Home Robotic Chef before it becomes available for purchase for the general public (“**Reservation**”).

This CHEFEE HOME ROBOTIC CHEF RESERVATION AGREEMENT (the “**Agreement**”) governs any Reservation of the Chefee Home Robotic Chef.

By making a Reservation, you acknowledge that you have read and you agree to the terms and conditions of this Agreement. If you do not agree to all terms and conditions of this Agreement, you may not make a Reservation.

You understand that we may not have started or completed the manufacturing of the Chefee Home Robotic Chef at the time you entered into this Agreement, and so we do not guarantee the production, sale, or delivery of the Chefee Home Robotic Chef. The actual production, sale, and delivery dates are contingent on many factors, including the Chefee Home Robotic Chef’s configurations and manufacturing availability.

1. **RESERVATION.** You may make a Reservation for the Chefee Home Robotic Chef by paying the refundable Reservation payment of US\$250 (“**Reservation Payment**”). This Agreement is effective and binding between you and us as of the date you make the Reservation Payment (“**Effective Date**”).
2. **RIGHT TO PURCHASE.** By paying the full Reservation Payment, you reserve the right to purchase a Chefee Home Robotic Chef from us if it becomes available for purchase (“**Purchase**”).
3. **CANCELLATION OF RESERVATION.** You may cancel your Reservation within 30 days from the Effective Date. If you cancel within this 30-day period, you may receive a full refund of the Reservation Payment. To cancel your Reservation, please contact us at support@chefeerobotics.com. We will respond to you with a confirmation number acknowledging the receipt of your cancellation email. If you do not receive such a response from us, it will mean that we have not received your email and therefore your Reservation will not be canceled. If your Reservation is canceled, your right to purchase a Chefee Home Robotic Chef if it becomes available for purchase will likewise be canceled.
4. **PRODUCT AVAILABILITY AND DELIVERY.** We estimate that the Chefee Home Robotic Chef will be available for Purchase within 10 to 36 months from the Effective Date.
 - 4.1. **Confirmation of Purchase.** If, within 36 months from the Effective Date, the Chefee Home Robotic Chef in your Reservation becomes available for purchase, we will contact you to confirm if you will convert your Reservation to a Purchase. You agree to confirm your Purchase within 2 weeks from the date we contact you.
 - 4.1.1. **Forfeiture of Reservation Payment.** You acknowledge and agree that if we do not receive a confirmation that you will convert your Reservation into a Purchase, or if that you choose to not proceed with the Purchase, your Reservation Payment will be forfeited, and the Chefee Home Robotic Chef under your Reservation will be made available to other customers.
 - 4.2. **Refund Policy.** If, within 36 months from the Effective Date, the Chefee Home Robotic Chef in your Reservation does not become available for Purchase, or we fail to contact you to convert your Reservation into a Purchase, you shall have the right to request a refund of the Reservation Payment. We will refund the Reservation Payment, minus the 3% payment processing fee, through your original payment method.
5. **CONFIGURATIONS.** If and when your Reservation converts into a Purchase, you may configure the Chefee Home Robotic Chef that you reserved based on the available models, hardware, and features. Your Reservation Payment covers the cost of these activities and other processing costs and is not a deposit for the Chefee Home Robotic Chef. If you need assistance or if you would like to confirm the availability of your preferred configurations, please contact us at support@chefeerobotics.com. Before you convert your Reservation into a Purchase, there are no guarantees that the model, hardware, or features yet to be released can be included in or available for the Chefee Home Robotic Chef that you reserved.
6. **PURCHASE AGREEMENT.** If your Reservation will be converted into a Purchase, you and we will enter into a separate Purchase Agreement that will cover the following terms and conditions, among others,:
 - 6.1. **Final Configurations.** Until your final configurations are matched to a Chefee Home Robotic Chef, you shall have the option to select customizations, services, subscriptions, upgrades and other configurations available for the Chefee Home Robotic Chef that you reserved. The final configurations will be described in detail in the Purchase Agreement.



- 6.2. **Purchase Price.** The total purchase price for the Chefee Home Robotic Chef will start at a price shown on our website at the time of your purchase or provided to you directly by Chefee Robotics, and will increase or vary based on the model, hardware, and features that you configured, all subject to availability. Therefore, the price shown on our website is only being offered to you as an estimate and is subject to change. When you convert your Reservation into a Purchase, we will provide a credit to the final purchase price of your Chefee Home Robotic Chef equivalent to the amount of the Reservation Payment you paid. To secure your full payment and performance under the Purchase Agreement, we will retain a security interest in the Chefee Home Robotic Chef and all proceeds therefrom until your obligations under the Purchase Agreement have been fulfilled. The purchase price and its components will be described and itemized in the Purchase Agreement.
- 6.3. **Taxes and Fees.** The purchase price will not include taxes and official or government fees, which could amount to up to 10% or more of the total purchase price. You are responsible for paying these additional taxes and fees. As these taxes and fees constantly change and will depend on many factors, they will be calculated and itemized in the Purchase Agreement.
- 6.4. **Production.** The actual production dates are dependent on many factors, including manufacturing availability and your chosen configurations. The Purchase Agreement will state that after you complete the full payment for the purchase price, taxes, fees, and all other amounts due, we will notify you of the estimated production dates of your Chefee Home Robotic Chef.
- 6.5. **Delivery.** The actual delivery dates are dependent on many factors, including your chosen configuration and manufacturing availability. The purchase price may not include the delivery fee and associated costs. You are responsible for paying these fees and associated costs. The Purchase Agreement will state that after the complete production of the Chefee Home Robotic Chef in accordance with the agreed configurations, we will notify you of the estimated delivery dates of the Chefee Home Robotic Chef. As these fees and costs constantly change, they will be calculated and itemized in the Purchase Agreement.
- 6.6. **Installation.** The Purchase Agreement will state that we will arrange the installation of your Chefee Home Robotic Chef with a professional Chefee Certified third-party appliance installation firm. The purchase price may not include the installation fee and associated costs. You are responsible for paying these fees and associated costs. As these fees and costs constantly change, they will be calculated and itemized in the Purchase Agreement.
7. **PAYMENTS.** You agree to provide current, complete, and accurate purchase and account information to complete your Reservation Payment. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
8. **THE RESERVATION PAYMENT AND THIS AGREEMENT ARE NOT MADE OR ENTERED INTO IN ANTICIPATION OF OR PENDING ANY CONDITIONAL SALE CONTRACT.** You understand that we may not have started or completed the manufacturing of the Chefee Home Robotic Chef at the time you entered into this Agreement, and so we do not guarantee the production, sale, or delivery of the Chefee Home Robotic Chef. The actual production, sale, delivery and installation dates are contingent on many factors, including the Chefee Home Robotic Chef's configurations and manufacturing availability.
9. **NO RESELLERS; DISCONTINUATION; CANCELLATION.** We offer the Reservation of the Chefee Home Robotic Chef directly to end-consumers. We may unilaterally cancel any Reservation that we believe has been made with a view toward resale of the Chefee Home Robotic Chef or its Reservation or that has otherwise been made in bad faith. We may also cancel your Reservation and refund your Reservation Payment if we discontinue any model, hardware, feature or configuration after the time you place your Reservation or if we determine that you are acting in bad faith. We reserve the right, but are not obligated, to limit the offering of the Reservation to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis.
10. **LIMITATION OF LIABILITY.** We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Reservation Payment.
11. **DISPUTE RESOLUTION; ARBITRATION; WAIVER OF LAWSUITS AND ALL ACTIONS IN A COURT OF LAW; WAIVER OF JURY TRIAL.** Please carefully read this provision, which applies to any dispute between you and Chefee Robotics Inc. ("we", "us", "Chefee").
 - 11.1. If you have any concern or dispute, please send a written notice describing it and your desired resolution to support@chefeerobotics.com. We will respond to you with a confirmation number acknowledging the receipt of your notice. If you do not receive such a response from us, it will mean



that we have not received your email and therefore we will not be legally bound by the email as we would have been if we had received it.

- 11.2. If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Chefee will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence or the closest location to it. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org. The arbitrator may only resolve disputes between you and Chefee, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing the Chefee Home Robotic Chef. In other words, you and we may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.
- 11.3. If you prefer, you may instead take an individual dispute to small claims court.
- 11.4. You may opt out of arbitration within 30 days after signing this Agreement by sending an e-mail to support@chefeerobotics.com, stating your name, Reservation order number, and intent to opt out of the arbitration provision. We will respond to you with a confirmation number acknowledging the receipt of your opt out email. If you do not receive such a response from us, it will mean that we have not received your email and thus you do not opt out of arbitration. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between you and Chefee, including any arbitration agreement in a lease or finance contract.
12. **NOTICE.** Any and all notices relating to this Agreement shall be in email format. Notices from us will be deemed given by us when sent to you at the e-mail address you provided during the Reservation.
13. **FORCE MAJEURE.** We shall not be responsible for damages or for delays or failures in performance of our obligations under this Agreement, resulting from acts or occurrences beyond our reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies or space invasion; epidemics, pandemics, cyber attacks; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
14. **TERMINATION.** If you breach any material term of this Agreement and fail to cure such breach within 14 days of receiving the notice of the breach from us, we may terminate this Agreement upon notice to you. Additionally, we reserve the right to terminate this Agreement in our sole discretion for any reason at any time, for which we will refund your Reservation Payment, minus the 3% payment processing fee, through your original payment method.
15. **LEGAL CAPACITY.** The Reservation is not directed or offered to minors. By agreeing to this Agreement, you represent that you are at least the age of majority in your state or province of residence or otherwise capable of entering into contracts. If you enter into this Agreement on behalf of your entity or employer, you represent that you are authorized to contract on behalf of such entity or employer.
16. **GENERAL.** This Agreement constitutes the entire agreement between you and us with respect to a Reservation of the Chefee Robotics Home Robotic Chef and supersedes all prior understandings and agreements regarding its subject matter. Terms relating to any Reservation not expressly contained herein are not binding. In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions. Our failure to act with respect to your or others' breach does not waive our right to act with respect to subsequent or similar breaches. We may assign this Agreement at our discretion to one of our affiliated entities or licensed entities.
17. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles.



18. **CONTACT INFORMATION.** Questions about this Agreement should be sent to us at Chefee Robotics, Inc., info@chefeerobotics.com.