

E-SKI

NONBINDING RESERVATION AGREEMENT

This Nonbinding Reservation Agreement (the "Agreement") is made this day of, _____ 2022 by and between JACCPRO LLC, a Ma limited liability company DBA eSKI, with a principal place of business in Worcester, MA with a principal mailing address at 75 Webster Street and _____ ("Buyer"), whose mailing address is _____ phone number is _____ and email address is: _____.

WITNESSETH:

WHEREAS, Buyer desires to purchase from Seller _____ () Electric Jet Ski Personal Watercraft(s) (the "EL-PWC"); and

WHEREAS, Buyer desires to make a refundable reservation deposit to JACCPRO LLC DBA eSKI in the amount of One Hundred and no/100 Dollars (\$100.00) (the "Deposit") per watercraft to reserve the EL-PWC(s); and

WHEREAS, JACCPRO LLC DBA eSKI and the Buyer have agreed to enter into this Agreement, which shall govern the terms of the reservation of the EL-PWC(s), and the treatment of the Deposit.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency being hereby acknowledged, JACCPRO LLC DBA eSKI and the Buyer agree as follows:

1. The Buyer shall on this day make the Deposit to JACCPRO LLC DBA eSKI by one of the following preferred methods:

a. By personal or business check numbered ; or.

By credit card: _____ [type, e.g., Visa /Mastercard, etc.], [card number]: _____ [name as shown on card]:

_____ [name as shown on card]: _____

[expiration date]: ["CV" three-digit number]: _____

[billing address]:

_____ [zip] _____.

If by credit card, then the Buyer, by entering into this Agreement, also agrees to the Payment Authorization attached hereto as Schedule A.

2. JACCPRO LLC DBA eSKI shall reserve the EL-PWC(s) for the benefit of the Buyer for a period of Three (3) Years from the date of the date of availability in the 2023 calendar year; subject to Buyer and JACCPRO LLC DBA eSKI entering into a written contract (the "Contract") for the sale of the EL-PWC subsequent to this Nonbinding Reservation Agreement.

3. The list price for the EL-PWC has been determined to be \$24,900, but this agreement affords buyer the opportunity to purchase one EL-PWC unit for \$19,900.

4. If the Buyer purchases the EL-PWC within the three (3) year reservation period then the Deposit shall be credited against the Purchase Price.

5. If the Buyer does not purchase the EL-PWC from JACCPRO LLC DBA eSKI within the three (3) year reservation period then the Deposit shall be returned to the Buyer upon written request, at the Buyer's address as provided above.

6. The Buyer may, at any time following the date of this Agreement, request the return of the Deposit, and upon JACCPRO LLC DBA eSKI receiving written notice of such request, the Deposit shall be returned within fourteen (14) business days.

7. Buyer acknowledges and agrees that JACCPRO LLC DBA eSKI has not completed the testing and development of the EL-PWC. JACCPRO LLC DBA eSKI shall have and hereby reserves the right to terminate this Nonbinding Reservation Agreement at any time, for any or no reason. JACCPRO LLC DBA eSKI's decision to proceed with the EL-PWC development will be made by JACCPRO LLC DBA eSKI in its sole discretion. Buyer shall have no recourse against JACCPRO LLC DBA eSKI if JACCPRO LLC DBA eSKI chooses to not proceed with the EL-PWC Development, except that Buyer shall be entitled to the return of the Deposit.

8. This Agreement shall be governed by the laws of the State of Massachusetts. This Agreement shall not be amended without the written consent of both JACCPRO LLC DBA eSKI and the Buyer.

IN WITNESS WHEREOF, JACCPRO LLC DBA eSKI and the Buyer have set their hand and seal as of the date set forth above.

WITNESS:

JACCPRO LLC DBA eSKI

Name: Title:

By: _____

BUYER:

Print Name:

Print Name:

Signature:

Signature:

SCHEDULE A

PAYMENT AUTHORIZATION

The Buyer hereby authorizes JACCPRO LLC DBA eSKI to debit the debit card or credit card indicated in the Agreement, for the amount of One Hundred and no/100 Dollars (\$100.00) on today's date, or on the following seven (7) business days. This payment is to be used as the Deposit as indicated in the Agreement. The Buyer understands that because this is an electronic transaction, these funds may be withdrawn from the Buyer's account as soon as the above noted transaction date. In the case of an ACH Transaction being rejected for "Not Sufficient Funds" ("NSF"), the Buyer understands that JACCPRO LLC DBA eSKI may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional \$25 charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized payment. The Buyer acknowledges that the origination of this transaction to the Buyer's account must comply with the provisions of U.S. law. The Buyer certifies that he/she/they is/are authorized user(s) of this debit card or credit card, and that the Buyer will not dispute the payment with the Buyer's bank or credit card company, so long as the transaction corresponds to the terms indicated in the Agreement.