

STANDARD TERMS AND CONDITIONS OF RENTAL AGREEMENT

The term "Rental Company" refers to All Set Maui, LLC, a Hawaii limited liability company d/b/a Maui EVs. The term "Client" means an individual who has made a reservation with Rental Company to enter into a prepaid rental transaction, as those terms are discussed below.

Rate Quotes

Any rate quote received by Client is merely indicative of the rates then being offered and creates neither legal rights nor practical expectations of vehicle availability or the continued applicability of the quoted rate. Rate quotes made in connection with reservations are covered by the rules appearing below.

Reservations

A "reservation" for a vehicle rental is a notation in Rental Company's records that Client has committed to rent a vehicle from Rental Company at a specified time, date, and location (the "pick-up" time, date, and location), with the vehicle to be returned to Rental Company at a specified time, date, and location (the "return" time, date, and location), on the terms and conditions and subject to the rental qualifications and requirements that Rental Company imposes for such rental. Pick-up and return times for reservations are always expressed in local time at the pick-up and return locations, respectively.

Rental Company will use commercially reasonable efforts to ensure that the vehicle make and model reserved by Client in a prepaid rental transaction is available to Client at the pick-up time; provided, however, that Rental Company reserves the right to offer a different vehicle make and model if the reserved vehicle is no longer available at the pick-up time. Furthermore, Rental Company reserves the right in its sole discretion to charge or waive any price difference between a reserved vehicle and a substitute vehicle. Rental Company may decline to accept a reservation or terminate an existing reservation in accordance with the terms of this Rental Agreement. If Rental Company allows Client to make a reservation, any legal obligations that arise are discussed in detail below.

Rental Qualifications and Requirements

Rental Company may impose significant qualifications and requirements on people seeking to rent vehicles. Those include the possession of a valid driver's license (a learner's permit will not be deemed valid or sufficient for purposes of this Rental Agreement), the satisfaction of a minimum age requirement of twenty-five (25) years old, and the making of arrangements with respect to payment of rental charges that Rental Company deems satisfactory. Other significant qualifications and requirements may also apply. Client must satisfy all rental qualifications and requirements at the time of pick-up; it is not sufficient for Client to meet them at the time of reservation. For full details, go to the website <https://mauiEVs.com>.

Rates Quoted in connection with Reservations

Base Rate. When Client makes a reservation for a rental transaction, Client will receive a quote for the applicable base rental rate that, unless Client is advised to the contrary, is exclusive of certain charges that may be assessed in connection with the rental, including but not limited to taxes, governmental surcharges, other surcharges, common facilities charges, drop charges, delivery and collection charges, expense reimbursements, and recoveries and charges for optional products or services (such as allowing additional individuals to operate the vehicle, charging service, supplemental insurance products, child seats, satellite radios, and navigational aids). If Client does not change any aspect of the reservation and the rental takes place in accordance with the reservation, then Rental Company will honor the base rate quoted. If, before the rental takes place, Client changes the reservation with respect to the vehicle class, pick-up time, date, or location or return time, date, or location, then Rental Company reserves the right to change the base rate applicable to the rental, so long as the changed rate is disclosed to Client at or before the time the rental commences.

Estimated Additional Charges. In addition to being quoted a base rental rate, Client may receive a quote of additional charges (other than charges for optional products and services) that Rental Company expects will be assessed in connection with the rental but that are not included in the base rental rate that has been quoted. A quote for those charges is only a good faith estimate based on tax rates and other governmentally imposed charges that Rental Company, at the time of the quote, expects will apply at the time of the rental. If Rental Company's expectations with respect to tax rates or other governmentally imposed charges are not realized – for example, if tax rates unexpectedly increase after the quote is given – then Client will be liable for the taxes and other governmentally imposed charges that actually apply at the time of rental, even if they are higher than Rental Company had expected at the time of reservation. Client will be required to provide Rental Company with details of the charge, credit, or debit card to be charged for any additional charges incurred and in such event Rental Company is authorized to charge any such additional charges to the charge, credit, or debit card account Client specified when Client made the reservation. If Client returns the vehicle after the designated return time, Client will be assessed additional charges as set forth below:

- (i) One (1) hour or less after the return time will be charged \$30.00 plus applicable taxes and fees;
- (ii) More than (1) hour but less than two (2) hours after the return time will be charged \$60.00 plus applicable taxes and fees;
- (iii) More than two (2) hours but less than twenty-four (24) hours after the return time will be charged the daily base rental rate quoted in the reservation, plus applicable taxes and fees;
- (iv) Any portion of each successive twenty-four (24) hour period thereafter will be charged, in Rental Company's discretion, up to double (2x) the daily base rental rate quoted in the reservation, plus applicable taxes and fees.

Estimated Total. When Client makes a reservation, in addition to being quoted a base rental rate and any estimate of the additional charges that are expected to be assessed in connection with the rental, Client may receive a quote of the estimated, or approximate, total charge for the entire rental. Such a total will ordinarily be computed without regard to charges for optional products and services and charges that Rental Company cannot, on the basis of the information available to it at the time, determine. Except in the case of prepaid rental transactions (which are discussed below), such a total will only be a good faith estimate based on tax rates and other governmentally imposed charges that Rental Company, at the time of the quote, expects will apply at the time of the rental. If Rental Company's expectations with respect to tax rates or other governmentally imposed charges are not realized – for example, if tax rates unexpectedly increase after the quote is given – then Client will be liable for the taxes and other governmentally imposed charges that actually apply at the time of rental, even if they are higher than Rental Company had expected at the time of reservation.

Prices listed on Rental Company's website are valid only for those customers booking from the source country in which they officially reside. If a rate is booked from a source country in which the prospective customer does not reside, it will be considered a fraudulent booking and Rental Company maintains the right to cancel such reservation and not provide a refund.

Although Rental Company intends that all prices quoted on booking channels are accurate, errors may sometimes occur. Rental Company will inform Client as soon as possible if Rental Company discovers an error in the price of Client's reservation and give Client the opportunity to confirm Client's booking at the correct price or cancel. Rental Company's usual cancellation charges will not apply if Client chooses to cancel. If Client cancels a prepaid rental transaction, Client will receive a full refund. If Rental Company is unable to contact Client, Rental Company will treat Client's reservation as cancelled.

Prepaid Rental Transactions

All reservations accepted by Rental Company will be prepaid rental transactions pursuant to which Client must pay all of the amount due for the rental "up-front" (that is, at the time Client arranges for the rental).

When Client enters into a prepaid rental transaction, Client simultaneously (i) makes a confirmed reservation with Rental Company to rent a vehicle from Rental Company at a specified pick-up time, date, and location, with the vehicle to be returned at a specified return time, date, and location, and (ii) pay, typically by a charge, credit, or debit card processed soon after the reservation is made, the total rental charge quoted at the time of reservation.

A prepaid rental transaction creates a two-party legal agreement between Client and Rental Company with the following terms:

A. If Client arrives at the specified pick-up time, date, and location, satisfies the then-applicable rental qualifications and requirements of Rental Company and is willing to sign the document or documents constituting the rental agreement in the form presented by Rental Company, then Rental Company will rent a vehicle of the specified class to Client on the terms set forth in this Rental Agreement. This Rental Agreement will establish the legal obligations of Client and Rental Company with respect to the rental of the vehicle. Notwithstanding anything to the contrary in this Rental Agreement, Rental Company reserves the right in its sole discretion to cancel any prepaid rental transaction by providing a full refund to Client at any time, and all rights and obligations under this Rental Agreement will immediately terminate upon consummation of such full refund to Client.

B. If Client rents a vehicle of the specified vehicle class from Rental Company, abides by the terms of this Rental Agreement (including the obligation to return the vehicle at the specified return location at or before the specified return date and time, in the condition required by this Rental Agreement), purchases no optional products or services other than those expressly to be provided under the terms of the prepaid rental transaction and incurs no additional charges (including charges for loss of accessories or damage to the vehicle), then Rental Company will accept the amount Client previously paid to Rental Company as payment in full for the rental, even if the taxes and other governmentally imposed charges applicable to the rental are different from those expected at the time of reservation.

C. If Client purchases any optional products or services that are not expressly to be provided under the terms of the prepaid rental transaction or incurs any other additional charges (such as additional time charges if the vehicle is not returned on time, charges for loss or damage to the vehicle and charges for fines assessed against the vehicle's owner resulting from the use of the vehicle by Client or another person with Client's knowledge (whether actual or constructive) or consent (whether explicit or implicit)), then Client will be solely responsible to Rental Company for the charges for such optional products or services and for such other additional charges. Upon taking possession of the rented vehicle pursuant to a prepaid rental transaction, Client will be responsible for all claims, costs, fees, penalties, fines, losses, liabilities, obligations, damages, and causes of action (collectively, "Liabilities") associated with or incurred in connection with the possession, use, and operation of the rented vehicle throughout the rental term, including, without limitation, parking tickets, parking fees and fines, moving violations, and tolls. Client is responsible for all Liabilities arising from the possession, use, and operation of the rented vehicle at all times the rented vehicle is in the possession and control of Client until Client has relinquished possession and control of the rented vehicle to Rental Company and Rental Company has accepted the return of the rented vehicle. Client agrees to indemnify and hold Rental Company harmless from any and all Liabilities arising from the consummation of the prepaid rental transaction and Client's possession, use, and operation of the rented vehicle. Client is solely responsible for the installation, maintenance, and use of any optional products and accessories such as infant or child car seats. Client is responsible for the replacement cost of any optional products and accessories such as infant or child car seats and Rental Company may automatically charge Client for the replacement cost of any optional products and accessories returned in damaged or inoperable condition. Client expressly assumes the risk of any and all Liabilities for bodily injury, wrongful death and/or property damage suffered by any persons arising out of, caused or occasioned by, or resulting from the possession, use, and operation of the rented vehicle and any optional products and accessories such as infant or child car seats.

D. Client is prohibited from taking any action or making any modifications to the rented vehicle that pose undue risk of damage to the rented vehicle, including, without limitation, installing racks to transport equipment such as surfboards, paddleboards, bicycles, and other equipment and gear. The rented vehicle may only be operated on authorized, paved roads and Client is strictly prohibited from driving the rented vehicle on unauthorized or unpaved

roads such as the “back side” of the road to Hana or any area beyond the Kipahulu region of Haleakala National Park. Client is specifically prohibited from driving the rented vehicle on the section of Highway 31 known as the Piilani Highway that is beyond the Kipahulu area counting down from mile marker 38 which travels the southeast side of Maui towards Ulupalakua and the Kula Highway (Highway 37), as well as any unauthorized or unpaved roads of the Kahakuloa area. If Client does not abide by the terms of this Rental Agreement or if the rented vehicle is lost, stolen, or damaged, then Rental Company will compute the total amount due to it under the terms of this Rental Agreement and, to the extent permitted by law, Rental Company will apply the amount Client previously paid to Rental Company toward the total amount due, with Client being solely responsible to Rental Company for the balance. Food, beverages, or excessive sunscreen or skin products resulting in stains to the interior of the rented vehicle will incur a cleaning surcharge of \$50, determined in the sole discretion of Rental Company. Smoking is strictly prohibited in the rented vehicle and Client will be charged a \$500 cleaning fee if any smoke odor is detected in the rented vehicle upon its return.

E. If Client does not arrive at the specified pick-up location for the prepaid rental transaction at the scheduled pick-up time, then the reservation for the transaction will be held only until 9:00 p.m. (local time) or the closing time of the location, whichever is earlier. If Client does not arrive by closing time on the designated pick-up date, the reserved vehicle may be made available for rental to another customer, unless Client contacts Rental Company to change the time of arrival and make alternate arrangements. Rental Company will attempt to provide a vehicle, but cannot guarantee availability after the designated pick-up date.

F. Client may receive a complete refund from Rental Company of the amount Client previously paid to Rental Company in connection with a prepaid rental transaction, without any deduction for liquidated damages, if Client notifies Rental Company that Client wishes to cancel the transaction and Rental Company actually receives such notice at any time during the period commencing at the time the reservation is made and ending forty-eight (48) hours before the specified pick-up time and date (the “Free Cancellation Period”).

G. If Client notifies Rental Company that Client wishes to cancel the transaction and Rental Company actually receives such notice at any time during the period commencing at the end of the Free Cancellation Period and ending twenty-four (24) hours before the specified pick-up time and date (the “Late Cancellation Period”), then Rental Company will refund 50% of the amount of the prepaid rental transaction that Client previously paid to Rental Company. This amount, when payable, is intended to be an estimate of the liquidated damages needed to compensate Rental Company for the administrative costs incurred in connection with the making, processing, and cancellation of the reservation (including, without limitation, charges paid to charge, credit, and debit card issuers and processors).

H. If Client notifies Rental Company that Client wishes to cancel the transaction at any time after the end of the Late Cancellation Period, or if Client does not arrive at the specified pick-up location for the prepaid rental transaction by 9:00 p.m. (local time) on the pick-up date indicated in the reservation, or by the closing time of the location on that date, if earlier, then the reservation will be terminated and Rental Company will retain 100% of the amount of the prepaid rental transaction that Client previously paid to Rental Company, as liquidated damages for Client’s failure to consummate the prepaid rental transaction by arriving at the designated pick-up location on the pick-up date specified in the reservation. This amount, when payable, is intended to be an estimate of the liquidated damages needed to compensate Rental Company for the administrative costs incurred in connection with the making, processing, and cancellation of the reservation (including, without limitation, charges paid to charge, credit, and debit card issuers and processors) and for Rental Company’s inability to rent the vehicle while it was reserved for Client’s use.

I. If Client returns the rented vehicle to the designated return location at any time before the designated return time and date specified in the reservation, Rental Company is entitled to retain 100% of the amount of the prepaid rental transaction that Client previously paid to Rental Company and Client will not be entitled to a refund of the prepaid rental transaction amount or any portion thereof, regardless of the reason for any such early return.

J. As described below under “Conditions outside the Control of Rental Company (Force Majeure)”, if, as the result of events or conditions outside the control of Rental Company, it is impracticable for Rental Company to

perform its obligations under paragraph A above, then Rental Company may cancel the prepaid rental transaction, in which case Rental Company will refund to Client, without any deduction, the prepaid rental charge that it collected from Client. Also, as described below under “General Conditions outside the Control of Client”, if, as the result of general events or conditions outside Client’s control, it is impracticable for Client to perform Client’s obligations under paragraph A above, then Client will be excused from such obligations and Rental Company will, upon receipt of notification from Client of the existence of such general conditions or events, refund to Client, without deduction, the prepaid rental charge that Rental Company collected from Client.

K. Rental Company is not responsible for consequential damages should Rental Company fail to meet its obligations in connection with a prepaid rental transaction.

L. In any action, claim, or proceeding in which any right or obligation arising from this Rental Agreement is at issue, the law applicable thereto shall be the law of the State of Hawaii, which shall govern to the exclusion of the laws of any other forum. Any action, claim, or proceeding brought between the parties as a result of this Rental Agreement shall be brought in the courts of the State of Hawaii. It is important to note that the obligations described herein arise only when a prepaid rental transaction is entered into directly with Rental Company. This means that if, after Client has entered into a prepaid rental arrangement with a third party, Client does not actually enter into a rental agreement with Rental Company for any reason – including failure of the third party to make an advance payment to Rental Company that it would require in connection with the rental, the lack of availability of vehicles of the specified class, Client’s failure to arrive at the rental location at the specified pick-up time and date, Client’s inability to satisfy then-applicable rental qualifications and requirements or Client’s unwillingness to sign the document or documents constituting the rental agreement in the form presented by Rental Company – then Client’s sole legal recourse will be against the third party and not against Rental Company. Put simply, customers making prepaid arrangements for car rentals through third parties do so entirely at their own risk and without any promises from Rental Company.

Important Exceptions:

1. The law in some places imposes a penalty on a rental company for its failure, in certain circumstances, to offer to rent a vehicle in accordance with a confirmed reservation. Where that is the case, Rental Company will do as the law requires.
2. Reservations not made in good faith, including, but not limited to, multiple reservations for a single rental transaction, reservations made for a rental to a person known not to meet the applicable rental qualifications and requirements, reservations made without the intention of actually entering into the associated rental transactions, reservations involving fraud or deceptive conduct, and reservations effected through unauthorized use of Rental Company’s systems and facilities, are prohibited, and people making them will be liable to Rental Company for any consequent loss and expense, to the fullest extent permitted by law.

Conditions outside the Control of Rental Company (Force Majeure)

If it is impracticable for Rental Company to perform any of its obligations set forth in paragraph A under the heading “Prepaid Rental Transactions” at the specified pick-up time, date, and location as the result of events or conditions beyond Rental Company’s control, including, without limitation, any governmental act, flood, fire or other natural catastrophe, unusually severe weather (including wind, snow and ice storms), epidemic, Act of God, war, terrorist act, riot, insurrection, civil strife, national emergency, strike or other labor dispute, utility failure, failure or disruption of data processing or transmission or failure or disruption of access or supply, then the prepaid rental transaction will be cancelled, Rental Company will promptly refund to Client, without any deduction for liquidated damages, the prepaid rental charge that had been collected from Client in respect of the transaction, and Rental Company will have no further obligations with respect to the transaction.

General Conditions outside the Control of Client

If it is impracticable for Client to perform any of Client’s obligations set forth in paragraph A under the heading “Prepaid Rental Transactions” at the specified pick-up time, date, and location as the result of general events or conditions beyond Client’s control, including, without limitation, any governmental act, flood, fire or other natural catastrophe, unusually severe weather (including wind, snow and ice storms), epidemic, Act of God, war, terrorist act,

riot, insurrection, civil strife, national emergency, strike or other labor dispute, utility failure, failure or disruption of data processing or transmission or failure or disruption of access or supply, then the prepaid rental transaction will be cancelled, Rental Company will promptly refund to Client, without any deduction for liquidated damages, the prepaid rental charge that had been collected from Client in respect of the transaction and Client will have no further obligations with respect to the transaction. **Client should note, however, that events and conditions that are beyond Client's control but that are not general in nature, including, without limitation, the condition of Client's health and the health of those traveling with Client, will not excuse Client's performance of Client's obligations under a prepaid rental transaction; Client should consider travel insurance or similar arrangements to protect against unforeseen events and conditions that are specific to Client and those traveling with Client.**

Electric Vehicle Rental Terms

These Electric Vehicle Rental Terms apply to a rental of an electric vehicle ("EV") from Rental Company. An EV is defined as a vehicle that exclusively uses battery power rather than gasoline or diesel fuel. These Electric Vehicle Rental Terms are in addition to the Standard Terms and Conditions of the Rental Agreement applicable to Client's rental.

SUFFICIENT CELL PHONE CHARGE – Client must maintain sufficient cell phone battery charge upon arrival to the pick-up location at the pick-up time and date in order to contact Rental Company, to take possession of the rental EV, and to operate the rental EV at all times during the rental term.

EV CHARGE LEVEL AT PICK-UP AND RETURN – Rental Company will endeavor to provide the EV at time of vehicle pick-up with a battery charge of at least 80%. Client is required to return the EV with a minimum range of 25 miles. If Client returns the rented vehicle with insufficient mileage range (less than 25 miles), Rental Company may, in its sole discretion, charge Client a \$50 service fee and/or elect to cancel airport transfer. Client is responsible to maintain a sufficient charge on the EV during Client's rental. Client will be responsible for the cost of any tow if the EV is not drivable due to a low battery. Client is not authorized to call a private tow on Rental Company's behalf. All tows of the EV must be by flatbed and must be arranged through Rental Company's Emergency Roadside Assistance. If the EV is overdue for return Rental Company may remotely disable and recover the EV.

RANGE – Range is the estimated distance an EV can travel on a single charge. The EV information provided with Client's reservation that describes a range is not guaranteed. The battery life of the EV is impacted by a number of factors including weather, driving, and road conditions. It is Client's responsibility to ensure the EV has sufficient remaining battery life to return the EV to Rental Company or reach an EV charging station.

CHARGING DURING RENTAL – Subject to Tesla's terms and conditions, Tesla EV's are able to access Tesla Superchargers to recharge the EV. If Client uses a Tesla Supercharger to recharge the EV during Client's rental, that cost will be borne by Client. Client may recharge the EV at other public or private charging locations at Client's own cost. Client may also have to register and incur a fee at certain of these locations. Client is responsible for any registration (including accepting terms and conditions and privacy policy) and any fees. If Client does not move the EV promptly from the charging stall when it is finished charging Client may incur an idle fee for the time the EV remains in a charging stall after it is finished charging. Client is responsible for and will indemnify Rental Company for any idle or similar fee incurred when the EV is being rented by Client. If the EV is overdue for return Rental Company reserves the right to remotely disable and remove the EV from the charging platform.

DAMAGE TO CHARGING STATIONS – Client is responsible for any damage to the EV, the charging station equipment or the charging location when charging the EV during Client's rental. Client will indemnify Rental Company for any charges, fines, or penalties Client incurs for any damage or loss to the EV, the charging station, or the charging location during Client's rental.

EQUIPMENT – The EV will be provided to Client with certain equipment for which Client is responsible. Client is obligated to notify Rental Company if any of the following equipment is not with the EV at the time of pick up. Otherwise, Client will be charged for any missing equipment upon return, plus applicable service fees.

Key card or fob – Client is responsible to return the Key card or Key fob upon the rental return. If the Key card or fob is damaged or lost, Client will be charged to replace the Key Card or fob and a service fee. The Key card or Key fob must only be used to charge the EV Client has rented. Sharing the Key card or Key fob, using additional Key cards or Key fobs to charge the EV, or charging other vehicles is prohibited. Any misuse of the Key card or Key fob in breach of these Rental Terms will result in additional usage charges.

USB flash drive – Client is responsible to return the USB flash drive used to record, store, and retrieve footage obtained by the EV's camera and security system.

J1772 Adapter – Client is responsible to return the J1772 Adapter upon the rental return. If this Adapter is damaged or lost, Client will be charged to replace the Adapter as well as a service fee.

SOFTWARE UPDATES – The EV may contain onboard computers which periodically suggest software updates. Client is not authorized to update the in-vehicle software at any time unless specifically requested to do so by Rental Company. If a software update prompt is received during Client's rental, please ignore this or press cancel. If Client does update the software (other than following the explicit instruction of Rental Company) this is at Client's own risk and Rental Company accepts no responsibility or liability whatsoever including, but not limited to, any loss of use, interruption of service, incompatibility with training materials, or otherwise.

DASH CAM AND PERSONAL DATA – The EV may be equipped with a Dash Cam which may record incidents involving the EV during Client's rental and may be used by Rental Company. **Client is responsible upon return of the EV rental to delete all personal data input by Client or collected by the EV during Client's rental. Please note, the EV may still retain recordings if the EV is involved in an accident.**