

STRAP TECHNOLOGIES RESERVATION AGREEMENT

This STRAP 2.0 Reservation Agreement (this Agreement) between you and Strap Technologies Inc. (Company, we, or us), is for your reservation to place a STRAP 2.0 (Product) order with us (collectively, the Parties). As we enter production, we will contact you to formally place your order for the Product pursuant to a Purchase Agreement.

1. Reservation

By entering into this STRAP 2.0 Reservation Agreement you are making a reservation to place a Product order with us. This Agreement does not constitute the purchase of any Product.

2. Nature of Agreement; Reservation Payment

The Reservation Payment is fully refundable during the Opt-Out Period (for example, if you choose to cancel your reservation within thirty (30) days of receipt of notice to place an order, or if we decline to maintain you as a reservation holder). This Agreement does not constitute an agreement for the sale of a Product and does not lock in pricing, a production slot, or an estimated delivery date. You are under no obligation to purchase a Product and we are under no obligation to sell you a Product. If and when we notify you that it is time to proceed with the purchase, such sale and purchase will be governed by a separate and legally binding Purchase Agreement between you and Company.

3. Effective Date; Reservation Process

This Agreement becomes effective when we receive both you: (1) validly executed Agreement and (2) Reservation Payment in the amount and form stated in the Payment instructions provided to you during the reservation process. You may execute this Agreement by acknowledging and accepting this Agreement online. Once this Agreement becomes effective, you will be placed on the Product reservations list and will receive communications about the Product.

4. Order Process

This Agreement is not for the sale of a Product. When the start of production for your reservation nears, we will provide you with 30 days' notice. If you do not opt-out before the end of the 30 days, (the Opt-Out Period) we will create an order for your Product, and a Purchase Agreement indicating the purchase price of your Product, taking into account the base price of the Product, plus estimates of any applicable taxes, duties, transport and delivery charges, and any other applicable fees. We will then submit to you the order and the Purchase Agreement for your review. If you wish to proceed and purchase the Product, you must sign and return the Purchase Agreement together with any required order payments. Production of your Product will then commence, and payments applied under the Purchase Agreement be non-refundable (to the extent permitted by applicable law). At the time you enter into the Purchase Agreement, we may take your Reservation Payment and apply it toward your order payment. These procedures may be subject to change.

5. Purchase Price

For a reservation placed in July 2020, we will discount the total price of the Product of the Purchase Agreement (Total Purchase Price) by \$100. Your minimum Reservation Payment of \$25 will also be applied to the Total Purchase Price. You may opt to increase the Reservation Payment up to \$250. If you increase your Reservation Payment to \$250 by July 31, 2020, we will discount the Total Purchase Price by 100%.

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6. Deferral and Non-Transferability

If you do not wish to enter into a Purchase Agreement at the time that you are contacted by us, you have the option to relinquish your reservation sequence position and defer to a later position to be determined by us (only one deferral is permitted). If you do not communicate your decision to us within thirty (30) days after the Opt-out Period to place your order, we will automatically defer and hold your reservation for an additional thirty (30) days. This Agreement is not transferable or assignable to another party without the prior written approval of an authorized representative. Any such assignment or transfer without prior written approval is void.

7. Priority

We will establish your reservation sequence position at our sole discretion. We may decline reservations to avoid over-subscription or as we deem appropriate in our sole discretion. If your reservation is declined or we decide to cancel your reservation, you will be notified, and your Reservation Payment will be refunded.

8. Your Details

From time to time we will ask you to provide information so that we can perform our obligations under this Agreement. We will maintain your personal information in accordance with our Privacy Policy, which is available at <https://www.pre-order.strap.tech/privacy>.

9. Limitation of Liability

To the maximum extent permitted by applicable law, we make no warranty of any kind in connection with this Agreement or its subject matter. Under no circumstances will we be held liable for any direct, indirect or consequential loss or damage, including any and all of (a) loss of opportunity (including loss of contract or right to offer or tender); (b) lost opportunity cost; (c) loss of business; (d) reduction or damage to goodwill; (e) damage to name or reputation; (f) loss or corruption of data, and regardless of whether any or all of these circumstances are considered to be indirect or consequential losses or damage, in contract, tort (including negligence), under any statute or law or otherwise arising out of our breach of this Agreement, even if we have been advised of the possibility of occurrences which would or might lead to such loss or damages. If we are held liable for any damages related to your reservation or this Agreement, your sole and exclusive remedy will be limited to reimbursement of the Reservation Payment paid to and held by us.

10. Acknowledgements

You understand that Product may not have completed the development of the Product or begun manufacturing the Product at the time of your reservation. You also acknowledge that, if you purchase a Product, the Product may not be delivered to you until after a delivery date specified in the Purchase Agreement. You also agree that we will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on Reservation Payments. You understand that you will be given thirty (30) days notice to Opt-Out, after which period your Reservation Payment will become non-refundable.

11. Governing Law and Jurisdiction

The Parties agree that the substantive laws of California, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the

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Parties arising from or relating in any way to the subject matter of this Agreement. The Parties consent to the exclusive personal jurisdiction of and venue in a court or arbitration tribunal (whichever the case may be) located in Austin County, Texas for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this agreement.

12. Miscellaneous

This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to its subject matter. No obligation or undertaking that is not set forth expressly in this Agreement shall be implied on the part of either the Parties. This Agreement may be modified, amended, or supplemented upon mutual consent of both Parties in a writing signed by both Parties, and may not be modified by oral agreement.