

**PLEASE READ THIS AGREEMENT CAREFULLY.  
IT CONTAINS AN ARBITRATION AGREEMENT (SECTION 10)  
AND IT AFFECTS YOUR AND SELLER'S RIGHTS,  
INCLUDING A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER (SECTION 10).**

This Reservation Agreement (this "Agreement") governs the placing of a reservation ("Reservation") with Wildfire Safety Systems, LLC (the "Seller" or "We" or "Our") for a Fireproof Onsite Refuge Technology ("FORT"). Please carefully read this Agreement before submitting your Reservation.

**1. Reservation.**

By submitting your Reservation and paying the fully refundable Reservation Fee, you are reserving the future opportunity to purchase a FORT when available. You are under no obligation to purchase a FORT and we are under no obligation to sell you a FORT. The FORT is currently in pre-production and customer deliveries are not expected to begin until October 1, 2025. This Agreement does not constitute a purchase agreement or an offer to sell a FORT. Your Reservation becomes effective upon your acceptance of this Agreement, by electronic means or otherwise, and your payment of the Reservation Fee. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.

**2. Eligibility.**

In order to place a Reservation and enter into this Agreement, you must be at least 18 years of age or the legal age of majority in your state (whichever is greater) and reside in the United States. Reservations are currently only available for United States residents. If you are reserving a FORT for an organization, you represent that you have the actual authority to bind the organization to this Agreement.

**3. Reservation Fee.** You will be charged a fully refundable one-time fee of \$500.00 USD ("Reservation Fee") when you place your Reservation for a FORT. Placing a Reservation, which includes acceptance of this Agreement, constitutes your agreement to be charged the Reservation Fee using your provided payment method. The Reservation Fee is not a deposit, prepayment, or installment payment on a FORT. Your Reservation Fee will not earn interest nor be kept in a separate fund.

**4. Pricing and FORT Specifications.**

The FORT is in pre-production. Pricing and FORT specifications, other available features, options, and accessories, are subject to change. Pricing provided is an estimate and does not constitute an offer or advertisement for the sale of a FORT at that price. Pricing does not include destination or shipping fees, taxes, governmental fees, and any options or accessories you may select. The final price and the fees, charges and taxes applicable to your purchase will be calculated as part of the final purchase agreement for your FORT.

## **5. Order Process and Delivery.**

As the Seller approaches the start of production, you will be invited to place an order for your FORT based upon Reservation date and a number of other factors. To complete the purchase of your FORT, you will need to execute the Seller's standard limited warranty agreement, arbitration agreement, and other sales documents which will have additional terms and conditions. Further details about the order and purchase process will be provided when you are invited to place your order and are subject to change. Your priority for the delivery of your FORT will be set, in part, by the date you place your order, the date you execute final sales documentation, the Seller's manufacturing schedule, and the location and method selected for delivery. Any estimated delivery time frames provided are non-binding, for informational purposes only, and are subject to change. If you choose to purchase a FORT, your Reservation Fee will be applied towards the purchase price.

## **6. Cancellations/No Resellers.**

You can cancel your Reservation at any time prior to placing an order and receive a full refund of your Reservation Fee. Contact us at [www.wildfiresafety.com/contact](http://www.wildfiresafety.com/contact). Your Reservation Fee will be credited back to the method of payment used to place the Reservation or by check. We sell directly to consumers. By placing a Reservation, you represent that you are reserving the FORT for your own use and understand that We may cancel your Reservation if it determines, in its sole discretion, that you are reserving a FORT with the intent to resell. We will not accept resale certificates for FORTs. We also reserve the right to decline or cancel a Reservation for any reason.

We may also cancel your Reservation and refund your Reservation Payment if We discontinue the FORT, or any feature or option after the time you place your Reservation or if We determine that you are acting in bad faith.

## **7. Privacy Policy and Terms of Use.**

The information you provide with your Reservation will be used in accordance with our Privacy Policy and Terms of Service, each of which are incorporated into this Agreement by reference and available on our website [www.wildfiresafety.com](http://www.wildfiresafety.com)

## **8. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF BUSINESS OR LOSS OF OPPORTUNITY, REGARDLESS OF THE BASIS OR CIRCUMSTANCES OF ANY CLAIM, DAMAGE, LOSS, OR EXPENSE, WHETHER IN CONTRACT, TORT, OR OTHERWISE. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY CLAIMS, DAMAGES,

COSTS, OR EXPENSES ARISING UNDER, OUT OF, OR RELATED IN ANY WAY TO THIS AGREEMENT AND/OR YOUR RESERVATION IS RETURN OF THE RESERVATION FEE.

**9. No Assignment.**

You may not assign your rights under this Agreement or transfer your Reservation without Our express, written consent.

**10. Dispute Resolution (Arbitration and Jury Trial and Class Action Waiver).**

In the event a dispute or claim arises relating in any way to this Agreement (the “Dispute”), the party raising the dispute will send a written notice of the Dispute to the other, along with the requested resolution. You can send your request to us at [www.wildfiresafetysystems.com/contact](http://www.wildfiresafetysystems.com/contact).

If the Dispute is not resolved within 60 days, each party agrees that the Dispute will be resolved by binding arbitration, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court on an individual basis (including injunctive and declaratory relief or statutory damages) and must follow this Agreement just as a court would. Claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of this provision (the “Arbitration Provision”) shall also be decided by an arbitrator. Unless otherwise agreed, the arbitration will be conducted by the American Arbitration Association (“AAA”). The arbitration must be conducted in accordance with AAA’s Consumer Arbitration Rules, which are available at [www.adr.org/consumer](http://www.adr.org/consumer). The arbitration process shall include the appointment of a neutral arbitrator.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration. AAA provides a form Demand for Arbitration–Consumer Arbitration Rules at [www.adr.org/consumer](http://www.adr.org/consumer). We will reimburse you for the cost of the arbitration unless the arbitrator determines your claims are frivolous. You may choose to have the arbitration conducted by telephone or video, based on written submissions, or in person in the county where you live or at another mutually agreed location.

EACH PARTY AGREES THAT IT MAY BRING DISPUTES AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator shall not be authorized to combine more than one person's claim into a single case, and shall not be authorized to preside over any class, collective, consolidated, or representative arbitration proceeding.

Each party agrees that you or We may bring suit in court to: 1) enjoin infringement or other misuse of intellectual property rights; 2) file bankruptcy; 3) take legal action in court to enforce the arbitrator’s decision; or 4) request that a court review whether the arbitrator exceeded the authority granted by this Agreement. You also agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this

Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining portions shall be enforced. But if the waiver of class action rights is deemed unenforceable in connection with a claim involving class allegations, the entire arbitration provision shall be unenforceable. If multiple claims or remedies are asserted in one action and one or more of those claims or remedies would not be subject to arbitration, you and We agree that the claims or remedies that would not be subject to arbitration must be stayed until all claims or remedies that are subject to arbitration have been resolved. You and we also agree that if claims or remedies are asserted against multiple parties, some of whom are not required to arbitrate, the claims or remedies subject to arbitration must be severed.

You may opt-out of this Arbitration Provision by sending an email to **info@wildfiresafety.com** from the email associated with your Reservation with "Request to Opt-Out of Arbitration" in the subject line and indicating your request to opt-out of the arbitration provision in the body of the email. Your request to opt out must be sent within 30 days from the effective date of your Reservation.

#### **IMPORTANT**

**YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE BEEN GIVEN A REASONABLE OPPORTUNITY TO READ THIS AGREEMENT CAREFULLY, YOU HAVE READ IT, YOU UNDERSTAND IT, AND YOU ARE SIGNING IT VOLUNTARILY. YOU HAVE NOT BEEN PROMISED ANYTHING FOR SIGNING IT THAT IS NOT OTHERWISE DESCRIBED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY INDEPENDENT LEGAL COUNSEL BEFORE SIGNING IT, AND EITHER HAD IT REVIEWED BY COUNSEL OR WAIVED THE RIGHT TO DO SO. BY SIGNING THIS ARBITRATION AGREEMENT, YOU UNDERSTAND THE PARTIES ARE WAIVING THE RIGHT TO A JURY OR COURT TRIAL.**

#### **11. Governing Law.**

This Agreement and any ensuing arbitration will be governed solely by the laws of the state of Georgia, United States regardless of any conflict of laws principles.