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### Canoo Engineering AG

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Should a provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially; the same applies in the case of an omission.

## **17. Force Majeure**

No delay, failure or default in performance of any obligation of either party hereunder, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

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