

# Lucid Air Reservation Agreement

## Terms and Conditions - Canada

### 1. Reservation

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You are agreeing to these terms and conditions (“Terms”) to secure your reservation for a Lucid Air with Lucid Motors Canada ULC (“we”, “us” or “our”). You confirm you are at least 18 years of age or the age of majority where you reside, whichever is higher.

### 2. Effective Date

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Your reservation becomes effective when we receive your reservation payment (“Reservation Payment”). Your reservation means that we will place you on the reservation list to secure the approximate delivery priority of your Lucid Air in Canada.

### 3. Refund of Reservation Payment

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The Reservation Payment is fully refundable to you should you choose to abandon your reservation at any point prior to placing an order. You are under no obligation to purchase a Lucid Air from us and we reserve the right to cancel your reservation and refund your Reservation Payment. Except where required by law, your Reservation Payment may not be held in a separate account. We will not pay any interest on Reservation Payments except to the extent required by law.

### 4. Purchase Agreement

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These Terms are not an order or agreement for the sale and delivery of a Lucid Air to you. Your Reservation Payment is not a deposit towards payment of your Lucid Air. We will contact you to inform you of the availability of a Lucid Air, and you may proceed with the order of a Lucid Air as described in Section 5. Making a reservation does not guarantee a vehicle price or delivery date.

### 5. Order Process

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As we approach the date that we can start production of your reserved Lucid Air, we will notify you and ask you to make your option selections. Once we receive that information from you, we will prepare a separate agreement (the “Order Agreement”) for your review and acceptance, indicating the estimated price of your Lucid Air, taking into account the base price and any options that you selected. Production of your Lucid Air will be commenced following your acceptance of the Order Agreement. Available delivery options will also be provided at that time. Final payment of the purchase price and any taxes, title or registration fees, and delivery charges, along with the final purchase agreement will not be due until your Lucid Air is available for delivery.

### 6. Reservation Priority and Deferrals

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The date of your reservation will be used as an approximate priority for determining when you will be invited to complete your custom vehicle order. We will aim to serve customers based on their reservation dates

and trim level, but we reserve the right to re-sequence reservations based on available delivery locations and vehicle configurations. If you do not enter into an Order Agreement with us within a reasonable period of time, we may extend a purchase invitation to the next person on the reservations list.

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## 7. Vehicle Specifications and Performance

You understand that vehicle specifications are subject to change. You will be provided with an opportunity to review the final specifications prior to entering into an Order Agreement and to configure your Lucid Air according to your personal preferences and available options. You acknowledge that the performance of your Lucid Air will depend on the final vehicle specifications, and the trim level and options you select. By agreeing to these Terms, you represent and warrant that you understand that the Vehicle specifications may change prior to entering into an Order Agreement.

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## 8. Range

EPA estimated ranges are meant to be a general guideline for consumers in comparing vehicles. Your actual range will vary depending upon many factors, including battery age, driving habits, charging habits, temperatures, accessory use, and other factors as will be described in the owner's manual. If EPA estimated ranges are not available for a particular trim level, Lucid may provide a projected EPA estimated range using an approximation of an EPA test cycle.

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## 9. Non-Transferability and Cancellation

Your reservation under these Terms is not transferable or assignable to another party without our prior written approval. You may cancel your reservation and request a refund by sending a request to [reservations@lucidmotors.com](mailto:reservations@lucidmotors.com).

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## 10. Your Personal Information

We may ask you to provide to us certain personal information to allow us to perform our obligations under these Terms. We will maintain your personal information in accordance with our privacy policy (available at [www.lucidmotors.com/en-ca/legal#privacy-policy](http://www.lucidmotors.com/en-ca/legal#privacy-policy)). It is your responsibility to inform us of any changes in your contact information so that we may keep you updated on your vehicle reservation and purchase.

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## 11. Communications

We may contact you from time to time to perform our obligations under these Terms, and keep you informed about the Lucid Air production status and you hereby consent to receiving such notices. Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you consent that we may contact you at the phone number you provide by reasonable means, including SMS messages (including text messages), and calls using prerecorded messages or artificial voice.

With your consent, we may also contact you from time to time to keep you informed about our products and services, exclusive events, client programs and other related activities using the content details you provided to us in the context of your reservation process. You understand that you can change your mind at any time using the contact details available in our privacy policy (available at [www.lucidmotors.com/en-ca/legal#privacy-policy](http://www.lucidmotors.com/en-ca/legal#privacy-policy)). Your consent is not a condition of purchase.

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## 12. Limitation on Liability

In no event, subject only to the limits of applicable law, and except where prohibited by law for consumers

residing in the province of Quebec, shall our aggregate liability arising out of or related to these Terms, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total amounts paid to us by you pursuant to these Terms. To the fullest extent permitted by law and except where prohibited by law for consumers residing in the province of Quebec, we will not be liable for any consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, relating to, or in connection with any breach of these terms, regardless of (a) whether such damages were foreseeable, (b) whether or not a proposed defendant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

### **13. Disputes**

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If either you or we have a dispute regarding your reservation, the party raising the dispute will first send a written notice of the dispute to the other, along with the requested resolution. You can send your request to us at [disputes@lucidmotors.com](mailto:disputes@lucidmotors.com). If a dispute is not resolved within 60 days, that dispute may then be resolved by legal action. 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 these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **14. Governing Law**

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These Terms will be governed by the laws of the province in which you reside and the laws of Canada applicable therein.

### **15. Governing Law**

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All matters arising out of or relating to this Agreement is governed by and construed in accordance with the

internal laws of the State where you accepted delivery of your Vehicle, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State in which you accepted delivery. For Michigan Residents: The terms of this Agreement are governed by, and are to be interpreted according to, Michigan law.

### **16. Electronic Delivery**

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You consent to receive all legal and regulatory disclosures in electronic form, including the information contained in this agreement. Delivery of a copy of this agreement by electronic transmission constitutes valid and effective delivery. By placing a reservation and indicating that you agree to these Terms, you are agreeing to all of the Terms.