

LUCID CHARGING TERMS AND CONDITIONS

CANADA

1. Plan.

As part of your purchase of a Lucid Air, you may receive a promotional period of unlimited complimentary charging sessions on the Electrify Canada network of chargers (the "EC Charging Network") from Lucid Motors Canada ULC. ("Lucid"). The length of the promotional period will depend on your reservation date and trim level. During the promotional period, you will receive complimentary DC fast (CCS) and Level 2 charging sessions on the EC Charging Network for your Lucid Air (your "Lucid Charging Plan"). Although there is no additional purchase or subscription required to use your Lucid Charging Plan during the promotional period, you must be enrolled in the Lucid Charging Plan and provide a valid payment method in the event you incur idle fees in order to utilize the complimentary charging. If you elect to use a charging network other than Electrify Canada, this charging plan is not applicable, and you will be responsible for paying all charges directly to that network.

Each complimentary charging session lasts as long as you select, until your vehicle is fully charged, or up to the posted time limit on the charger, whichever occurs first. You have a grace period to detach the car from the charger, presently ten minutes, or you may incur idle fees. The amount of the idle fee is currently \$.40/minute and Lucid may in its sole discretion increase or waive idle fees. You may charge more than once per day, but you must comply with any posted time limits on the charger.

2. Important Limitations:

During the promotional period, the Lucid Charging Plan is limited to your reasonable personal use and is not transferrable in the event you sell, rent, lease, loan or transfer ownership of your vehicle. You are not permitted to use the Lucid Charging Plan if your vehicle is being used for any commercial purpose, including as a taxi, to commercially deliver or transport goods, for government purposes, or for ridesharing or ride sourcing. Excessive charging for the purpose of transferring energy to other vehicles or systems in non-emergency situations is not permitted. Discharging stored energy for emergency roadside assistance or as emergency backup power for residential buildings in the event of a power outage is allowed, but only for reasonable personal (non-commercial) use.

You may use the Lucid Charging Plan only with the Lucid vehicle you purchased from Lucid and whose VIN was used when enrolling in the Lucid Charging Plan. No other vehicle, whether owned by your or

others, is permitted to use your Lucid Charging Plan. The sale, barter, transfer or assignment of your Lucid Charging Plan benefits is strictly prohibited.

You must use the correct connector type and charge at the correct power level for your Lucid vehicle while using the EC Charging Network or any other charging network.

You must comply with all applicable laws and regulations when charging your vehicle on the EC Charging Network or any other charging network. This Lucid Charging Plan is valid only in Canada.

Lucid reserves the right to withhold, revoke, reduce, terminate, or suspend your access to the Lucid Charging Plan, without notice, if Lucid determines or suspects, in its sole discretion, that you (a) are in violation of these Terms and Conditions or any other contract between you and Lucid; (b) have engaged in charging sessions that are excessive, fraudulent, or otherwise indicate an unauthorized or unintended use of this Lucid Charging Plan; or (c) have engaged in any illegal, fraudulent, tortious, injurious, harmful, or abusive conduct in your use of the Lucid Charging Plan or the EC Charging Network.

3. Account.

Your Lucid vehicle will be enrolled by Lucid in the Lucid Charging Plan at the time of purchase. Each enrollment is for a single Lucid account only, unless otherwise expressly agreed upon by us in writing. You agree to treat your access credentials as confidential information and not to disclose such information to any third party. You shall immediately notify Lucid if you suspect or become aware of any loss or theft of your password or any unauthorized use of your user name and password. Lucid will not be liable for any loss or damage arising from your failure (whether inadvertent or intentional) to comply with these obligations. You must maintain and promptly update your account information to ensure that such information is complete, true, accurate, and current.

4. Payments.

If you incur idle fees or any other charges, you agree to pay (a) using a payment method on file and granting authorization to Lucid and/or the applicable third-party payment-processor to charge your payment method; or (b) in response to an invoice from Lucid. You will be responsible for payment of all taxes, tariffs, levies, or duties applicable to your payment. You are responsible

for: (a) the accuracy of the payment method information that you provide to us; and (b) maintaining the confidentiality and security of your account information. Lucid may suspend your account if your payment method is no longer valid or is declined. You are responsible for all transactions on your account, including unauthorized transactions.

5. Security Restrictions.

You shall not, nor shall you permit any third party or person to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure implemented by Lucid or by Electrify Canada for use of the EC Charging Network.

6. Age Limitation.

You represent that you are at least eighteen years of age or the legal age of majority in your state (whichever is greater) and will, at all times, provide true, accurate, current, and complete information (for which you have all necessary rights, permission(s), or authority) when enrolled in the Lucid Charging Plan.

7. Transaction History.

You are responsible for checking your transaction history to ensure that your transaction history and any idle fees charged are accurate. Lucid has no obligation to review or correct any billing error unless you provide notice within sixty (60) days of the date of the transaction in question.

8. Term & Termination.

Your promotional period of complimentary charging begins on the date you are enrolled, and the Lucid Charging Plan is activated for your Lucid vehicle. Your complimentary charging will automatically terminate at the end of the promotional period. Your Lucid Charging plan will also be terminated when Lucid is notified or learns that you have transferred ownership of your Vehicle. You must notify Lucid in the event you transfer ownership of your vehicle, otherwise you will remain responsible for all charges incurred.

9. Cancellation.

You can cancel or terminate your Lucid Charging Plan at any time by contacting Lucid at:
7373 Gateway Blvd, Newark CA 94560
Phone: (844) 367-7787 or
customercare@lucidmotors.com.

10. Charging Speed.

Actual speed of charging may vary during charging sessions due to factors such as vehicle capacity at

start of charging, temperature, battery age, vehicle efficacy, vehicle usage, and power output of the charging station.

11. Privacy Policy.

Lucid's Customer Privacy Policy is incorporated into this Agreement and can be found at <https://www.lucidmotors.com/legal#privacy-policy>.

12. Proprietary Rights.

These Charging Terms provides only a limited license to access and use the Lucid Charging Plan and the EC Charging Network. All trademarks, service marks, text, graphics, headers, icons, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including HTML, CSS, XML, and JavaScript code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Lucid Charging Plan unless otherwise indicated, are owned, controlled, and licensed by Lucid and/or Electrify Canada. In particular, without limitation, the Lucid logo, the Electrify Canada logo, the words "Electrify Canada," all Lucid product or service names, and Lucid advertising slogan(s) are trademarks. Nothing contained in the Lucid Charging Plan should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Lucid or Electrify Canada trade names, trademarks or service marks without express prior written consent. All rights not expressly licensed hereunder are reserved by Lucid.

13. Other Terms and Conditions.

Additional notices, terms, and conditions may apply to products, services, receipt of (or access to) certain materials, participation in a particular program, and/or to specific portions or features of the Lucid Mobile App, including without limitation the terms of app stores, digital distribution services, and/or third-party payment processors. You agree that these Terms and Conditions supplement and operate in addition to any other terms of use imposed or required by any digital download or user interface platform from which you download or access the Lucid Charging Plan.

14. Mobile Usage.

The Lucid Charging Plan offers various tools or display functionality that are available to you via your vehicle, the Lucid Mobile App, or your Lucid account. Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Lucid Mobile App. In addition, downloading, installing, or using the Lucid Mobile App may be prohibited or restricted by your mobile carrier, and not all

functionality the Lucid Charging Plan offers may work with all carriers or devices or in all locations. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Lucid Mobile App is available for your mobile devices; what restrictions, if any, may be applicable to your use of the Lucid Mobile App; and how much such use will cost you.

15. Disclaimer.

LUCID DOES NOT REPRESENT OR WARRANT THAT THE LUCID CHARGING PLAN OR THE EC CHARGING NETWORK WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE LUCID CHARGING PLAN IS PROVIDED "AS IS" AND "AS AVAILABLE," AND LUCID HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, LUCID EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD PARTY PROVIDED MATERIALS, PROGRAMS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE LUCID CHARGING PLAN, AND YOU AGREE THAT LUCID SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH DECLINGS BETWEEN YOU AND A THIRD PARTY.

16. Limitation and Liability.

LUCID SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND LUCID'S CONTROL. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LUCID BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE LUCID CHARGING PLAN OR FOR ANY INFORMATION AND MATERIALS AVAILABLE THROUGH THE LUCID CHARGING PLAN, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF LUCID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF COMPANY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE LUCID CHARGING PLAN SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE LUCID CHARGING PLAN (DURING

THE LAST TWELVE (12) MONTHS) OR FIFTEEN DOLLARS (\$15 CAD), WHICHEVER IS GREATER.

17. Indemnification.

You agree to indemnify, defend, and hold Lucid (and its affiliated companies, contractors, employees, agents, and suppliers and partners) harmless from any and all claims, suits, actions, liabilities, losses, costs, damages, expenses, and any other liabilities, including without limitation attorneys' fees, arising out of or related in any manner to your breach or alleged breach of these Charging Terms and Conditions or for any violation or alleged violation of the rights of any other person or entity.

18. Governing Law.

These Charging Terms and Conditions have been made in and will be construed and enforced solely in accordance with the laws of the province in which you purchased your Vehicle. Any dispute will be resolved in accordance with the arbitration provisions set forth in your Lucid Order Terms and Conditions.

19. Waiver & Severability.

Failure to insist on strict performance of any of the terms and conditions of these Charging Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. No waiver by Lucid of any right under these Charging Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of these Charging Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Charging Terms and Conditions shall continue in effect.

20. Contact Information.

To contact us regarding these Charging Terms and Conditions, please contact Lucid at:
7373 Gateway Blvd, Newark CA 94560
Phone: (844) 367-7787