

## Lucid Motors

### Lucid Air Reservation Terms and Conditions

#### 1. Reservation

You confirm that you wish to reserve a Lucid Air with us and are at least 18 years of age.

#### 2. Effective Date

Your reservation becomes effective when (i) you agree to these Terms and (ii) we receive your reservation payment ("Reservation Payment"). Once your reservation becomes effective, you will be placed on the Lucid Air reservations list, and we will keep you informed about the Lucid Air production program.

#### 3. Refund of Reservation Payment

The Reservation Payment is fully refundable to you should you choose to abandon your reservation or if we decline to maintain you as a reservation holder. Your Reservation Payment will be held separately in a secured account. We will not pay any interest on Reservation Payments except to the extent required by law.

#### 4. Purchase Agreement

These Terms are not an order or agreement for the sale and delivery of a Lucid Air to you. You are under no obligation to purchase a Lucid Air from us, and we are under no obligation to deliver a Lucid Air to you. If and when we notify you of the availability of a Lucid Air under paragraph 5 below and you wish to proceed with the purchase of a Lucid Air, such purchase will be governed by a separate and legally binding agreement ("Purchase Agreement"). Your reservation is only for a Lucid Air to be delivered and used in the United States or Canada.

#### 5. Order Process

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 (i) an order for your Lucid Air and (ii) a Purchase Agreement indicating the estimated purchase price of your Lucid Air, taking into account the base price and any options included or that you select, plus estimates of any applicable taxes, duties, title fees, installation costs, 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 Lucid Air, you must

sign and return the Purchase Agreement together with any amounts that are then required to be paid. Production of your Lucid Air will then be commenced, and your deposit payable under the Purchase Agreement will be held by us as a non-refundable deposit (to the extent permitted by applicable law). At the time you enter into the Purchase Agreement, you may, at your sole option, notify us that you would like to have your Reservation Payment applied to your deposit.

#### 6. Reservation Priority and Deferrals

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, but we reserve the right to re-sequence reservations based on delivery locations and vehicle configurations. If you do not sign and return the Purchase Agreement to us within one week of our notification to you under paragraph 5 above, we may in our sole discretion defer your reservation and extend a purchase invitation to the next person on the reservations list.

#### 7. Non-Transferability

Your reservation under these Terms is not transferable or assignable to another party without our prior written approval.

#### 8. 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 [lucidmotors.com/privacy-policy](https://lucidmotors.com/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.

#### 9. Governing Law and Jurisdiction

These Terms will be governed by California law, without regard to its conflict of laws provisions, and you and we both agree to the exclusive jurisdiction of the state and federal courts of Santa Clara County, California.