

# LUCID MOTORS

## Lucid Air Reservation Terms and Conditions

### 1. Reservation

You are agreeing to these terms and conditions ("Terms") to secure your reservation for a Lucid Air with Lucid USA, Inc. or its affiliates ("we", "us" or "our"). You confirm you are at least 18 years of age.

### 2. Effective Date

Your reservation becomes effective when we receive your reservation payment ("Reservation Payment"). Your reservation secures the approximate delivery priority of your Lucid Air in your selected country.

### 3. Refund of Reservation Payment

The Reservation Payment is fully refundable to you should you choose to abandon your reservation. 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. 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

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

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, 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 then be commenced. 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 the Lucid Air is delivered.

### 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 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.

### 7. Vehicle Specifications and Performance

You understand that development of the Lucid Air has not been completed and production has not begun at the time of your reservation. 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. You acknowledge that the performance of your Lucid Air will depend on the final vehicle specifications, and the model 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.

## 8. Range

EPA Estimated ranges are not currently available, and any ranges provided are based upon our projection of EPA estimated ranges for the production vehicles. The projections are made using an approximation of an EPA test cycle. In reserving a Lucid Air at this time, you expressly acknowledge that you are not relying on any projected estimated ranges made prior to your reservation. 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.

## 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).

## 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 [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.

## 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 program 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 expressly consent that we may contact you by reasonable means, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system.

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 [lucidmotors.com/privacy-policy](https://lucidmotors.com/privacy-policy)). Your consent is not a condition of purchase.

## 12. Limitation on Liability

In no event, subject only to the limits of applicable law, 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. 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, Arbitration & Class Action Waiver

If either you or we have a 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 [disputes@lucidmotors.com](mailto:disputes@lucidmotors.com). If a dispute is not resolved within 60 days, you and we agree that any dispute or claim between you and us or relating in any way to these

Terms will be resolved by binding arbitration, rather than in court, except that either you or we may assert claims in small claims court if the claims qualify. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms just as a court would. Claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of this provision (the "Arbitration Agreement") 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](http://www.adr.org) or by calling the AAA at 800-778-7879. 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](http://www.adr.org) or by calling the AAA at 1-800-778-7879. 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.

WE EACH AGREE THAT YOU AND WE 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 cannot combine more than one person's claim into a single case, and cannot preside over any class, collective, consolidated, or representative arbitration proceeding (unless we both agree to change this in writing). We also both agree that you or we may bring suit in court to: 1) enjoin infringement or other misuse of intellectual property rights; 2) file bankruptcy; 3) enforce a security interest in the vehicle by

repossession; 4) take legal action in court to enforce the arbitrator's decision; or 5) request that a court review whether the arbitrator exceeded the authority granted by this Arbitration 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 these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Any portion of this Arbitration Agreement 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 Agreement 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.

**Opt-Out:** You may opt-out of the Arbitration Agreement, within 60 days from the date you sign this agreement, by sending an email to [Optout@LucidMotors.com](mailto:Optout@LucidMotors.com) from the email associated with your reservation with "Arbitration Opt-Out" in the subject line and indicating your request to opt-out of the arbitration provision in the body of the email.

#### 14. Governing Law

These Terms will be governed by the Federal Arbitration Act and federal arbitration law.