

LUCID GROUP, INC.

ANTI-CORRUPTION POLICY

July 23, 2021

I. Purpose

Lucid Group, Inc. (together with its subsidiaries, "Lucid Motors" or the "Company") has implemented this Anti-Corruption Policy (this "Policy") for the purpose of ensuring compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the U.S. Travel Act, the U.S. Domestic Bribery Statute, and all other anti-corruption laws and regulations applicable to our business which may include the UK Bribery Act 2010 (collectively, "Anti-Corruption Laws"). This Policy applies to all worldwide directors, officers, employees, individuals serving as independent contractors of the Company, and any third-party intermediaries assisting in doing business on the Company's behalf (collectively, "Lucid Personnel"). Our Board of Directors and senior management are committed to preventing corruption from tainting our business and require you to comply with this Policy. Please report all questions or concerns to the Company's Compliance Officer whose contact information appears below.

II. Policy Statement

Lucid Motors' policy with respect to bribery and anti-corruption is simple and clear:

- we do not offer or accept bribes in any form;
- we do not offer or accept kickbacks in any form; and
- we do not tolerate corruption in any of our business dealings.

You are strictly prohibited from improperly promising, offering, providing, or authorizing the provision of money (such as a bribe or kickback) or anything else of value (such as an inappropriate gift, benefit, or favor) directly or indirectly to any government employee or official or other person in exchange for business or any other advantage for the Company or its partners, investors, clients, or customers. You are also strictly prohibited from soliciting, requesting, or accepting improper payments or any other things of value from any person in relation to the Company's business. You must comply with all applicable Anti-Corruption Laws while performing services for the Company.

You must comply with all of the Company's internal controls, including those designed to (i) ensure accurate and complete books and records or (ii) prevent corruption, self-dealing, embezzlement, fraud, money laundering, or other improper activities.

Compliance with this Policy and with U.S. and applicable non-U.S. Anti-Corruption Laws is mandatory. Failure to comply may result in the following: damage to our brand and reputation; multi-million-dollar fines and penalties; and disciplinary action (up to termination of your employment or business relationship with Lucid Motors) and possibly jail time and fines for the individuals involved.

There are no exceptions to this Policy, even if our competitors engage in improper behavior or corruption is an accepted practice in a country where we operate. You are required to adhere to both the spirit and the letter of this Policy with respect to our business anywhere in the world.

III. Anti-Bribery Prohibitions

The FCPA and other applicable anti-bribery/anti-corruption laws prohibit you and the Company from corruptly promising, offering, providing, or authorizing the provision of money or anything of value directly or indirectly to a government official and certain other persons to achieve an improper purpose. "Improper purposes" include

- influencing any act or decision of the recipient in his/her official capacity;
- inducing the recipient to do or omit to do any act in violation of his/her lawful duty;
- securing any improper advantage; or
- inducing the recipient to influence any act or decision of a government or instrumentality of a government,

in order to obtain, retain, or direct regulatory approvals, contracts, business or other advantages.

The FCPA prohibits improper payments provided to officials of governments, state-affiliated entities, and political parties outside the United States. However, the provision of improper benefits to government or private-sector recipients within the United States violates U.S. domestic bribery statutes and is also prohibited. In addition to the United States, other countries and regions have promulgated their own anti-bribery legislation. Most of those countries and regions prohibit making improper payments to government and private-sector recipients within their borders. However, several countries have also adopted legislation similar to the FCPA that prohibit improper payments outside those countries. The existence of all of these laws means that there is potential for a company or an individual to face liability in several countries for the same single act of corruption.

Given the broad prohibitions under the FCPA and other Anti-Corruption Laws applicable to the Company, this Policy prohibits bribes, kickbacks, and the provision of other improper benefits and advantages to any person, entity, or organization, including, but not limited to, employees, officials, representatives, or agencies of any:

- government;
- state-owned or affiliated entity, including, but not limited to, a state hospital, research institution, utility, public university, sovereign wealth fund, state-owned or state-controlled company, or port authority;
- public international organization such as the United Nations or the World Bank;
- political party, including the party itself as well as candidates for public office;
- non-governmental organization, including a sports federation such as FIFA or the International Olympic Committee; or
- private-sector company.

You may be asked by certain parties to provide a bribe or other improper benefit in exchange for:

- the award of a contract, sponsorship opportunity, or other business;
- the issuance or renewal of a concession, license, or business, construction, or other permit or registration;
- the successful filing of a patent or trademark application;
- an impermissible reduction in duties or other taxes;
- securing the purchase of state-owned land or other public assets;
- avoiding mandatory inspections;
- obtaining a favorable inspection result or court decision, even if the facts or circumstances do not support such a result; or
- the grant of some other improper advantage.

This Policy prohibits you from providing bribes or other improper benefits to any person to achieve any of the above purposes.

A violation of this Policy can occur even if the bribe fails to achieve the purpose for which it was intended. This means that a person can violate this Policy if that person provides an improper payment or benefit to a recipient and the recipient does not grant any business or other advantage in return. In addition, the mere offer or promise of a bribe or other improper benefit is sufficient to cause a violation. All of the anti-bribery prohibitions contained in this Policy apply irrespective of whether you use Company funds or your personal funds to finance improper payments or other benefits.

This Policy also prohibits you from soliciting or accepting bribes, kickbacks, or other improper payments/benefits from the Company's vendors or other persons in relation to our business. For instance, a violation of this Policy will occur if you cause the Company to overpay a vendor and that vendor then shares all or a portion of that overpayment with you.

This Policy requires you to adhere to high ethical standards and to comply with all applicable laws in the course of performing services for the Company. FCPA and other anti-corruption violations typically involve circumstances that also result in violations of other laws, including those that address money laundering, embezzlement, fraud, export controls, and sanctions/embargoes. Guilty persons can face multiple charges based on the same set of facts.

IV. Accounting Requirements

The Company requires that a system of adequate internal accounting controls be maintained and that individuals report and reflect all transactions fairly, accurately and in reasonable detail in the Company's books and records. You are prohibited from concealing bribes or falsifying any other transaction or expense. You must comply with our accounting controls and avoid unauthorized activities or expenses. You are prohibited from using off-the-books accounts or other slush funds. Our books and records must not contain any false or misleading statements or entries, such as recording a gift expense as something other than a gift. Never intentionally misclassify any transaction as to accounts, departments or accounting period. Maintain accurate, appropriate and reasonably detailed documentation to support all transactions, and preserve documents in accordance with the Company's records and information management policies.

V. Facilitating, Expediting or Speed Payments

This Policy prohibits all corrupt payments or benefits, including so-called grease, speed, expediting or facilitating payments provided to government officials in their personal capacity to expedite or secure routine government actions (collectively, "Facilitating Payments"). Please note that government agencies may impose official fees that may be paid directly in the name of a governmental entity or enterprise itself, as set out in published fee schedules or other official documents. These official government fees can be paid to expedite passports, licenses, or other services, provided that they are deposited in the treasury of a government, an official government receipt is collected, and the expense is accurately recorded in the Company's books. However, Facilitating Payments provided for the benefit of government officials in their personal capacity (*i.e.*, are not deposited in an official treasury account belonging to a government) will violate this Policy.

VI. Intermediaries and Business Partners

This Policy prohibits you from providing bribes or other improper benefits directly as well as *indirectly* through third parties such as sales or other representatives, agents, consultants, suppliers/vendors, resellers, distributors, customs or other brokers, intermediaries, advisors, joint venture partners, co-investors, franchisees, licensees, travel agents, freight forwarders, customs agents, tax advisors, finders, lobbyists, or other contractors or business partners (collectively "Intermediaries"). This prohibition also applies in cases where we use an outside consultant (including a law or accounting firm) to obtain permits or licenses for our business.

You and the Company can be held liable under the FCPA and other applicable Anti-Corruption Laws if you authorize a third party to engage in corruption. The FCPA goes one step further by holding a company or individual liable for providing, promising, or authorizing the provision of money or anything else of value to any person (including an Intermediary) while knowing that all or a portion of that money or thing of value will be used by that person for corrupt purposes. This means that you and the Company can be held liable even if you do not expressly authorize or instruct an Intermediary or other person to pay a bribe, but instead have knowledge that they will. In

this context, the term “knowledge” is interpreted broadly to cover (i) the possession of actual information that a person will engage in corruption or (ii) a conscious disregard, deliberate ignorance, or willful blindness as to the other party’s corrupt or improper practices.

Given these risks, this Policy prohibits you from working with corrupt or disreputable Intermediaries. You may only engage third party representatives and vendors who may interact with officials or employees of governments, sovereign wealth funds, state-owned or state-affiliated entities/organizations, public international organizations, investors, or customers in relation to the Company’s business if the following conditions are met: (i) there is a legitimate business justification for the third party relationship; (ii) the third party does not, to your or the Company’s knowledge, have a history of or reputation for corruption; and (iii) the third party is engaged pursuant to a written, signed contract with us that requires compliance with applicable laws, including Anti-Corruption Laws. The Company may also conduct due diligence with respect to such third parties in its discretion.

The Company will not engage or do business with an Intermediary if the Company believes there is a material risk that the Intermediary will violate Anti-Corruption Laws or the prohibitions in this Policy. Prior to entering into a business relationship with any Intermediary who will interact with employees, officials, or agents of any government, political party, state-owned entity, or public international organization on the Company’s behalf or with respect to which you are aware of any ‘red flags’ (described below), pre-approval must be obtained in writing from the Compliance Officer, who is required to:

1. Perform a risk assessment and due diligence on the proposed Intermediary –
 - i. Complete the Intermediary Pre-Clearance Form (attached hereto as Exhibit B);
 - ii. Conduct media searches (in English and local language), sanctions checks and other Internet-based searches to assess corruption risk; and
 - iii. If necessary given the risk profile, commission an enhanced due diligence report from an independent service provider, and conduct a public records search;
2. Ensure that the contract with the Intermediary contains anti-bribery representations and warranties in substantially the form contained in the Model Anti-Corruption Laws Provisions for Intermediary Agreements (attached hereto as Exhibit C), including confirmation that the Intermediary understands and agrees to abide by Company’s Anti-Bribery Policy and Company’s right to terminate the contract in the event of breach;
3. Explain Company’s expectations about compliance with Anti-Corruption Laws and this Policy to the Intermediary and maintain a record of having done so; and
4. Maintain all records related to the due diligence and engagement of Intermediary.

The following situations should be considered as ‘red flags’ (i.e., circumstances indicating potentially heightened risks of corruption or other compliance concerns) with respect to third parties involved in non-U.S. operations. You must notify the Compliance Officer if you become aware of a ‘red flag’ with respect to any third party that is, or may be, engaged by the Company.

- A reference check reveals the third party’s flawed background or reputation;
- The third party is suggested by a government official;
- The third party objects to FCPA or Anti-Corruption Law provisions in a Lucid agreement;
- The third party has a close personal or family relationship, or a business relationship, with a government official or the relative of a government official;
- The third party requests unusual contract terms or payment arrangements that raise local law issues, such as payment in cash, payment in another country’s currency, or payment in a third country;
- The third party requires that his or her identity (or if a company, the identities of its owners, principals or employees) not be disclosed; or
- The third party’s commission exceeds the ‘going rate’ or must be paid in cash.

Throughout any relationship with an Intermediary for which you are responsible, you must monitor their performance to ensure that they do not engage in activities that raise FCPA/corruption concerns. This Policy requires you to notify

the Compliance Officer if you learn of any Company Intermediary or other contractor that engages in corrupt or other improper practices. In addition, all payments to Intermediaries or other vendors must be accurately reported in our books and records in accordance with the accounting requirements discussed above.

VII. Gifts and Hospitality

Business decisions should be based on competitive factors. The offer or acceptance of gifts or business entertainment can create the appearance that business decisions are being influenced by other factors. Gifts or business entertainment should never be offered or accepted for improper purposes.

Expenditures directly related to the promotion or demonstration of the Company's business products or services may be acceptable if they are reasonable and are not made to secure an improper advantage. However, nothing should be offered to a government official, or to anyone, if it could reasonably be perceived as an attempt to influence a business or official decision and/or obtain or retain an unfair business or any advantage, or if it would adversely affect the Company's reputation. The principles underlying this Policy must be followed regardless of the monetary value of anything given to a government official or any other third party.

All gifts and business entertainment must be:

- consistent with the Company's business interests;
- not excessive by local or industry standards;
- not in the form of cash or a cash equivalent (such as gift certificates, gift cards or vouchers), regardless of the amount or the recipient;
- infrequent in occurrence;
- consistent with customary business practices;
- given or accepted without an expectation of reciprocity;
- consistent with all laws and regulations;
- in compliance with pre-approval requirements, as outlined below; and
- recorded in accurate, appropriate, and reasonably detailed documentation.

Pre-Approval Requirements – Prior approval in writing must be obtained for the activities listed below, by submitting the Gifts and Hospitality Pre-Clearance Form (attached hereto as Exhibit A) to the Compliance Officer:

1. Offering or giving any gift, business entertainment (including meals, travel, lodging, entertainment, participation in recreational activities or events, and tickets, passes or other access to cultural or sporting events), or any other thing of value to employees, officials, or agents of any government, political party, state-owned entity, or public international organization, regardless of the amount;
2. Offering or giving any gift (other than cash equivalents, discounts or rebates), business entertainment, or any other thing of value above USD \$100 to a private (i.e., non-government official) third party;
3. Offering or giving a gift of cash equivalents (such as gift cards, gift certificates and merchandise discounts), discounts or rebates, regardless of the amount or recipient;
4. Offering or giving a gift or gifts (other than cash equivalents, discounts or rebates) valued above USD \$100 in total per calendar year to a third party;
5. Offering or giving product samples and product unless bearing a Company logo/label and as part of an offer to the general public for promotional purposes;
6. Offering or giving anything of value to a third party if there is any risk that the frequency or value to be provided (alone or when combined) to the same person(s) could be viewed as anything other than occasional and reasonable, when measured against local norms; and
7. Making political or charitable contributions, or engaging in political activities, other than on your own time, on your own behalf and from your personal funds as a private citizen.

Employees must not use personal funds or a third party to circumvent the requirements of this Policy.

VIII. Other Activities

Corruption concerns can arise in a number of other cases including, but not limited to (i) joint ventures or teaming arrangements with questionable partners; (ii) mergers in or acquisitions of businesses tainted by corruption; or (iii) the provision of political or charitable contributions. Please confer with the Compliance Officer before engaging in these types of activities to ensure that appropriate anti-corruption compliance measures are observed.

IX. Violations and Consequences

A violation of this Policy will result in appropriate disciplinary action, including demotion, reassignment, additional training, probation, suspension, or even termination.

The FCPA and other Anti-Corruption Laws are criminal statutes that have broad jurisdictional reach. There is potential for individuals to face liability under those and other Anti-Corruption Laws irrespective of their nationality or country of residence. Both the Company and you may be subject to substantial fines and penalties, imprisonment, debarment, the loss of export privileges, and other consequences if a violation occurs.

X. Employee Cooperation, Training and Certifications

The Company's commitment to high standards of ethical business conduct depends on you—every one of us must do our part. To that end, the Company expects you to adhere to this Policy, attend training where appropriate, and, upon request, provide written certification of your compliance with this Policy.

Employee Cooperation – From time to time, the Company may ask for your help with this Policy. If you are asked to help, we expect you to provide your full support and cooperation. Any failure to provide full, complete and truthful cooperation is itself a violation of this Policy, and grounds for disciplinary action by the Company in its discretion, including termination.

Training – Depending on your job responsibilities, the Company may ask you to attend training on matters related to this Policy. If you are asked to do so, it does not mean that you have violated, or are suspected of violating, this Policy or any Anti-Corruption Laws. Rather, such training is a normal function of this Policy, and consistent with widely followed anti-corruption best practices.

Certifications – As with training, if you occupy a position of Senior Manager or equivalent, or more senior, you will be asked to periodically certify that you have read and are in compliance with this Policy based on the form in Attachment 1. Companies commonly use certifications to test the health of their anti-corruption compliance policies, and the Company is no different. When you are asked to provide a certification in the future, it does not mean that you have violated, or are suspected of violating, this Policy or any Anti-Corruption Laws. It simply means that the Company is doing everything it can to ensure compliance with Anti-Corruption Laws.

XI. Status

This Policy does not form part of any employment contract with you and may be amended at any time. This Policy should be read in conjunction with the Company's Code of Business Conduct and Ethics, Employee Handbook, and other policies and procedures.

XII. Auditing of Compliance Policy

The Company will conduct periodic audits to ensure adherence to this Policy and provide the Board of Directors with annual reports on the results of such audits, including any disciplinary and other remedial actions taken in the event that violations of this Policy have been found.

XIII. Reporting and Questions

You have an affirmative obligation to report all violations of this Policy to the Compliance Officer via email to legalcompliance@lucidmotors.com.

Reports may also be submitted anonymously. However, we encourage you to consider revealing your identity so that we can properly follow up and investigate alleged violations. The Company will ensure that appropriate confidentiality measures are taken and will not retaliate against any individual for reporting violations in good faith.

You must also notify the Compliance Officer of any corrupt, improper, illegal, or other unusual requests for payments or other benefits made by officials or employees of investors, vendors, business partners, state-owned entities/organizations, or governments. By reporting such matters, you will enable us to explore options to achieve our business goals without having to interact with such persons or provide improper benefits.

We welcome any questions or constructive comments that you may have regarding the substance and implementation of this Policy in your respective sector and/or territory. Please direct such communications to the Compliance Officer.

The Compliance Officer has authority over the interpretation and application of this Policy. The Policy is intended to provide direction and assist with your compliance. If you have questions about compliance with this Policy, the FCPA or other Anti-Corruption Laws, contact the Compliance Officer before taking action.

Attachment 1: Certification by Lucid Personnel

I hereby certify that I have read, and that I am in compliance with, the Anti-Corruption Policy (the "Policy") of Lucid Group, Inc. (together with its subsidiaries, the "Company"). Neither I nor, to my knowledge, any of my direct or indirect reports nor any Company contractor or business partner with which I or they work has offered, provided, solicited, or accepted a bribe, kickback, or other improper payment/benefit or has otherwise taken any actions on behalf of the Company that would result in a violation of (i) the Policy, the Code of Business Conduct and Ethics, the Employee Handbook, and other policies or procedures of the Company that have been provided to me; (ii) the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iii) any other anti-corruption or other law or regulation such as the UK Bribery Act 2010. I will notify the Company's Compliance Officer if, at any time, I learn of or suspect such violation.

EXHIBIT A

Gifts and Hospitality Pre-Clearance Form

Name and position of person submitting: _____ Date of submission: _____

Type of interaction: _____ Gifts (Value per gift \$ _____)
(mark appropriate box) _____ Meals (Cost per person \$ _____)
_____ Entertainment (Cost per person \$ _____)
_____ Travel (Cost per person \$ _____)
_____ Lodging (Cost per person \$ _____)
_____ Charitable Contributions (Amount \$ _____)
_____ Other (specify) _____

1. Identify the proposed recipient, including name, title and affiliation. If the individual is a government official or close relative thereof, please identify the government official's title and the government agency they work for, and, in the case of a close relative, the nature of the relationship.

2. Describe the proposed interaction/activity: what is it, where will activity take place or benefit be provided and what is the value of the benefit being provided. (Itemize value by category, if appropriate; i.e., value of meals, value of travel, etc. Amounts should be exact, unless that is not practical, in which case provide estimates).

3. Describe the business purpose of the proposed interactions/activity. (Be specific, including descriptions of events, visits, activities, ceremonies, etc., and the business reasons that make it appropriate to pay for or provide this benefit.)

4. Where proposed recipient is a government official or close relative thereof:

- a. Are you aware of any current, pending, or future business decisions or business matters (including decisions with respect to permits, approvals, or licenses) for the Company or a venture in which the Company has or expects to have an economic interest that involves the government official(s)? If yes, please explain.

b. Are you aware of any other Gifts or Hospitality from the Company to the government official(s) in the past year? If yes, please explain.

5. Was the proposed transaction suggested by a government official? (If the transaction is required by contract or by law, please describe the contract or law/regulation requiring the activity.)

6. What other Company personnel or agents will participate?

Certification and Approval:

By signing below you confirm that the information provided is accurate and complete, that you are familiar with the Company's Anti-Corruption Policy, and that this request complies with that Policy. Failure to fully disclose relevant information is a violation of the Company's Anti-Corruption Policy.

Signed: _____
Title: _____
Date: _____

APPROVAL

By: _____
Title: _____
Date: _____

EXHIBIT B

Intermediary Pre-Clearance Form

As described in the Anti-Corruption Policy for the Company (the "Policy"), this form must be completed and submitted to Compliance Officer prior to engaging any Intermediary (as defined in the Policy) who will interact with government officials on behalf of the Company. Terms used in this Form and not otherwise defined have the meaning stated in the Policy. Please consult with the Compliance Officer if you have any questions.

Part 1 - Requestor

Name of Requestor:	
Title:	
Business:	
Work location:	
E-mail address:	
Phone number:	

Part 2 – Proposed Intermediary

Name of proposed Intermediary:	
Website address:	
Work address:	
Phone number:	

Part 3 – Detailed description of work to be performed

Describe the work to be performed and the location(s) at which the work will take place.

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Part 4 – Questions

1. Is the Intermediary to be compensated on a 'success' or 'contingent' fee or similar basis that rewards a successful outcome?

Yes [] No []

If Yes, please give details:

2. Has the Intermediary requested that any funds be sent to an account not in the name of the Intermediary or in a country other than where the Intermediary is headquartered or located?

If Yes, please give details:

3. Is the Intermediary requesting compensation that is either above the normal market rate for the services provided or on terms that are unusual in any respect?

If Yes, please give details:

4. If the Intermediary is an individual, is that person known or believed to be a government official in a position to influence or take action for or against the Company (or a Company JV or co-investment entity), a close relative of such a government official or formerly such a government official?

Yes [] No []

If Yes, please give details:

5. If the Intermediary is an entity, is it known or believed that the entity has an owner, director, officer, or employee who is a current government official in a position to influence or take action for or against the Company (or a Company JV or co-investment entity) or a close relative of such an Official, or that the entity is owned or controlled, in whole or in part, by the government?

Yes No

If Yes, please give details:

6. Was the Intermediary recommended or suggested by a government official in a position to influence or take action for or against the Company (or a Company JV or co-investment entity) or a close relative of such an Official?

Yes No

If Yes, please give details:

7. Is it known or believed that the Intermediary has close business or personal ties to a government official in a position to influence or take action for or against the Company (or a Company JV or co-investment entity)?

Yes No

If Yes, please give details:

8. What research and other due diligence has been conducted on the Intermediary (for example, a web search, a site or office visit, and a check of references)?

9. What were the results of the due diligence, including any negative information on the Intermediary's history, integrity or reliability and any red flags or other bases for concern?

10. Is there any reason to believe that the Intermediary will offer or give anything of value to a government official in order to influence or take action for or against the Company (or a Company JV or co-investment entity)?

Yes No

If Yes, please give details:

11. Is there any reason to believe that a government official in a position to influence or take action for or against the Company (or by a Company JV or co-investment entity) will benefit in any way from the business to be conducted with or by the Intermediary?

Yes [] No []

If Yes, please give details:

12. In any prior dealings with the Company, to your knowledge has the Intermediary made requests that are suspicious, including requests to be reimbursed for poorly-defined, last minute, or unanticipated expenses, or for payments against suspicious invoices?

Yes [] No []

If Yes, please give details:

13. Has the Intermediary requested secrecy or anonymity?

If Yes, please explain:

14. Do the Intermediary's facilities, staff, expertise, or experience appear insufficient to carry out the Intermediary's role?

If Yes, please explain:

15. Does the Intermediary, as well as its owners, directors, officers, and employees, have a clean record, free of any administrative, regulatory and other legal proceedings, investigations or convictions in the past five years?

Yes [] No []

If No, please explain:

16. Are there any suspicions, red flags or warning signs concerning the Intermediary that may warrant follow-up?

17. Have you discussed with the Compliance Officer the anti-corruption representations, warranties and other protective provisions that should be included in the agreement with the Intermediary?

Yes [] No []

If No, please explain:

18. Does the Intermediary either lack an anti-corruption policy and procedure or have anti-corruption policies and procedures that the Compliance Officer regards as unsatisfactory?

Yes [] No []

If Yes, please explain:

Part 5 – JV Partners or Co-Investors

If the Intermediary is a prospective JV partner or co-investor, the Compliance Officer must be consulted at the outset and on an ongoing basis so that protective steps can be tailored to the circumstances. To assist the Compliance Officer, the following questions must be answered.

(i) Is the prospective JV partner or co-investor (check those that apply):

A multi-national company with which the Company has done business before?	
An entity/investor specified by the government as a required Intermediary?	
An entity/investor suggested by a government official in a position to influence or take action for or against the Company or a close relative of such an Official?	
An entity controlled, in whole or in part, by the government of the country in which the JV or entity operates?	
A small local entity/investor about which little information is available?	

(ii) Is it expected that the prospective JV partner or co-investor will:

Control, in whole or in part, the JV or entity?	Yes []	No []
Be, or appoint, the operator?	Yes []	No []

(iii) Please explain the proposed relationship and structure:

(iv) Is it contemplated that any prospective JV partner or co-investor will obtain its interest for less than fair market value?

Yes [] No [] Unknown []

If Yes or unknown, please explain:

(v) Are there Intermediaries in the country which the prospective JV partner or co-investor is obligated to use?

Part 6 - Declaration

I confirm that I have made inquiries into the qualifications and reputation of the Intermediary in accordance with the Company's Anti-Corruption Policy. I have completed this form based on information gathered from various sources, including directly from the prospective Intermediary where relevant. I recommend that the Company do business with the Intermediary. I have no reason to know or believe that the Intermediary will give anything of value to any government official in order to influence action for or against the Company or on behalf of any joint venture or other entity in which the Company is a co-investor. To the best of my knowledge, all information set forth in this form is correct and complete and does not omit any fact that might be important to the evaluation of the qualifications and reputation of the proposed Intermediary.

Name:	
Title:	
Signature:	
Date:	

Part 7 - Authorizations

Name and Title of Legal Approver	Signature	Date
Name and Title of Executive	Signature	Date

EXHIBIT C

Model Anti-Corruption Laws Provisions For Intermediary Agreements

The following are the types of anti-corruption and other provisions required to be included in contracts with sales representatives, agents, licensees, distributors, consultants, contractors and other third party Intermediaries. Fallback options are provided in footnotes where appropriate.

1. [Intermediary] hereby represents, warrants and covenants that:
 - a. [Intermediary] and any of its owners, affiliates, partners, officers, directors, employees and agents involved in providing services under this Agreement, will comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the laws of [host country] and the anti-corruption laws of any other applicable jurisdiction ("**Anti-Corruption Laws**");¹
 - b. In carrying out its responsibilities under the Agreement, neither [Intermediary] nor any of its owners, affiliates, partners, officers, directors, employees or agents will offer, promise or give anything of value, directly or indirectly, to (i) any Government Official in order to influence official action or otherwise obtain an improper advantage, (ii) any other person while knowing that all or any portion of the money or thing of value will be offered or given to a Government Official in order to influence official action or otherwise obtain an improper advantage, or (iii) any other person in order to induce him or her to act disloyally or otherwise improperly;
 - c. Neither [Intermediary] nor any of its owners or affiliates is directly or indirectly owned or controlled, in whole or in part, by any Government Entity or Government Official and no owner, partner, officer, director or employee of [Intermediary] or of any parent or subsidiary company of [Intermediary] is or will become a Government Official during the term of this Agreement, unless such person obtains the prior written approval of the Company;²
 - d. No rights or obligations of, or services to be rendered by, [Intermediary] under this Agreement shall be assigned, transferred or subcontracted to any third party without the prior written approval of the Company;
 - e. No government is investigating or has in the past five years conducted, initiated or threatened any investigation of [Intermediary] or any of its owners, affiliates, partners, officers, directors or employees for alleged violation of Anti-Corruption Laws;³ and
 - f. [Intermediary] will keep and maintain accurate and reasonably detailed books and financial records in connection with the services to be performed under this Agreement.

2. In the event the Company has reason to believe that a breach of any of the representations, warranties and covenants in Article 1 has occurred or will occur, the Company may withhold further delivery of products commission or other payments, as applicable, until such time as it is satisfied that no breach has occurred

¹ As a fallback, consider deleting the specific reference to the U.S. Foreign Corrupt Practices Act and UK Bribery Act, requiring Intermediary to represent that it will comply with "all applicable Anti-Corruption Laws." As a second fallback, this clause could be deleted if clause (b) is retained in full.

² In situations where a Intermediary is known to be government owned or controlled, in whole or in part, you may use the following language as an alternative to (c):

"No owner, partner, officer, director or employee of [Intermediary] or of any parent or subsidiary company of [Intermediary] is or will become a Public Official during the term of this Agreement, unless such person obtains the prior written approval of the Company. "Public Official" means an individual who holds a legislative, administrative or judicial position of any kind, whether appointed or elected, of a Government Entity, who exercises a public function, for or on behalf of a Government Entity, who is an official or agent of a public international organization, or who is a party official, or a candidate for political office."

³ As a fallback, consider adding a knowledge qualifier at the start of the provision ("To the best of [Intermediary's] knowledge, no government is investigating . . ."). You may also consider with regard to investigations of "employees" limiting disclosure to "employees who work on the Company's account." Note, however, that proposing the initial representation without these qualifiers provides an opportunity to diligence a request to narrow the provision, and that request for qualifications (particularly as to employees who do not work directly on the account) could be a red flag requiring follow-up.

or will occur. The Company shall not be liable to [Intermediary] for any claim, losses or damages whatsoever related to its decision to withhold delivery of products commission or other payments, as applicable, under this provision.

3. In the event of a breach of any of the representations, warranties and covenants in Article 1, this Agreement may immediately be cancelled by the Company issuing [Intermediary] a written notice of cancellation, and any claims for payment by [Intermediary], including claims for sales previously concluded or sales previously rendered shall be surrendered. [Intermediary] shall further indemnify and hold the Company harmless against any and all claims, losses or damages arising from or related to such breach or the Company's cancellation of the Agreement, or both.
4. One of the following:
 - a. "This Agreement may be terminated by either party without cause upon thirty (30) days written notice"; or
 - b. if the foregoing is not accepted by the Intermediary, "Initial Term. The term of this Agreement shall be one (1) year, unless sooner terminated as specified in this Agreement."
5. In no event shall the Company be obligated under this Agreement to take any action or omit to take any action that the Company believes, in good faith, would cause it to be in violation of any laws, including the U.S. Foreign Corrupt Practices Act, or the UK Bribery Act.
6. [Intermediary] shall inform Company of any changes to the ownership of [Intermediary] or to the employees, if any, assigned to Company's account.
7. In carrying out its responsibilities under the Agreement, [Intermediary] will not provide any meals, gifts, gratuities, entertainment or travel to any Government Official without prior approval of Company.
8. Company shall have the right to audit [Intermediary's] compliance with the Company Anti-Corruption Policy and applicable laws and regulations. Upon request by [Intermediary] or at the discretion of the Company, the Company shall select an independent third party to conduct an audit. [Intermediary] shall fully cooperate in any audit conducted by or on behalf of the Company.

Definitions

"Government Entity" means a national government, political subdivision thereof, or local jurisdiction therein, an instrumentality, board, commission, court or agency, whether civilian or military, a government-owned or government-controlled association, organization, business or enterprise, or a political party. Whether an entity is classified as a "Government Entity" is a fact-specific question that depends on the characteristics of the entity, looking at the state's degree of ownership/control over the entity, the entity's activities etc. Government Entities could include state-owned (or part-owned) broadcasters, airlines, banks, or tourism boards, etc. A Government Entity can also be defined as one that provides a service to its citizens (e.g., a postal office). The term "Government Entities" also includes public international organizations, i.e., organizations whose members are countries, or territories, governments of countries or territories, other public international organizations or any mixture of the foregoing. If there is any doubt as to whether an entity should be treated as a Government Entity, consult your [Company] contact.

"Government Official" means (i) any public or elected official or officer, employee (regardless of rank), or person acting on behalf of a national, provincial, or local government, department, agency, instrumentality, state-owned or state-controlled (in whole or in part) company, public international organization, political party or entity that is financed in large measure through public appropriations, is widely perceived to be performing government functions, or has its key officers and directors appointed by a government and (ii) any party official or candidate for political office or any person acting on behalf of such party official or candidate for political office.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW

**LUCID GROUP, INC.
ANTI CORRUPTION POLICY**

Attachment 1: Certification by Lucid Personnel

I, Andrew Sharp, certify that I have read, and that I am in compliance with, the Anti-Corruption Policy (the "Policy") of Lucid Group, Inc. (together with its subsidiaries, the "Company"). Neither I nor, to my knowledge, any of my direct or indirect reports nor any Company contractor or business partner with which I or they work has offered, provided, solicited, or accepted a bribe, kickback, or other improper payment/benefit or has otherwise taken any actions on behalf of the Company that would result in a violation of (i) the Policy, the Code of Business Conduct and Ethics, the Employee Handbook, and other policies or procedures of the Company that have been provided to me; (ii) the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iii) any other anti-corruption or other law or regulation such as the UK Bribery Act 2010. I will notify the Company's Compliance Officer if, at any time, I learn of or suspect such violation.

Andrew Sharp

Andrew Sharp (Feb 28, 2022 2:17:30 PST)

SIGNATURE

Andrew Sharp

PRINTED NAME

Feb 28, 2022

DATE

LUCID GROUP, INC.
CODE OF BUSINESS CONDUCT AND
ETHICS

July 23, 2021

Lucid Group, Inc. (together with its subsidiaries, the “Company”) is committed to maintaining the highest standards of business conduct and ethics. This Code of Business Conduct and Ethics (this “Code”) reflects the business practices and principles of behavior that support this commitment. We expect every employee, independent contractor, officer and director of the Company or any majority-owned subsidiary of the Company (collectively, “Personnel”) to not only read and understand the business practices and principles described below, but to also apply good judgment and the highest personal ethical standards in making business decisions. Please remember you should consider not only your own conduct, but also that of your family members, significant others and other people in your household. References in the Code to employees are intended to cover officers and, as applicable, directors.

Do not hesitate to ask questions about whether certain conduct may violate the code, to voice concerns or to clarify gray areas. You should also be alert to possible violations and report them without fear of retaliation. See Section 16 below for instructions on how to ask questions or report violations.

Any employee who violates the standards in this Code may be subject to disciplinary action, that, depending on the nature of the violation and the history of the employee, may range from a warning or reprimand to termination of employment and, in appropriate cases, civil legal action or referral for criminal prosecution.

While this Code covers a wide range of business conduct, it is not the only document that addresses the conduct of our Personnel. For instance, this Code references separate more detailed policies relating to areas such as Anti-Corruption Compliance. Also, the Company’s Employee Handbook includes policies relating to, among other things, harassment and discrimination. If you have any questions about whether your behavior or any behavior you observe is appropriate, it is your responsibility to ask.

You will be asked to execute an electronic certification acknowledging that you have read and will comply with this Policy based on the form in Exhibit A. The acknowledgment must be returned either electronically in a manner provided for by the Company or to the person designated as the Company’s Compliance Officer (as further described in Section 15 below) or such Compliance Officer’s designee within ten (10) business days of your receipt of this Code and on an annual basis as the Company may require.

1. HONEST AND ETHICAL CONDUCT

It is our policy to promote high standards of integrity by conducting our affairs in an honest and ethical manner. The Company’s integrity and reputation depends on the honesty, fairness and integrity brought to the job by each person associated with us. Unyielding personal integrity and sound judgment is the foundation of corporate integrity. No Personnel shall commit an illegal or unethical act, or instruct others to do so, for any reason.

2. LEGAL COMPLIANCE

Obeying the law is the foundation of this Code. Our success depends upon all Personnel operating within legal guidelines and cooperating with local, national and international authorities. We expect employees to understand the legal and regulatory requirements applicable to their business units and areas of responsibility. While we do not expect Personnel to memorize every detail of these laws, rules and regulations, we want you to be able to determine when to seek advice from others. If you do have a question in the area of legal compliance, it is important that you not hesitate to seek answers from your supervisor (in the case of employees) or the person designated as the Company’s Compliance Officer (the “Compliance Officer”).

Violation of domestic or foreign laws, rules and regulations may subject an individual, as well as the Company, to civil and/or criminal penalties.

3. INSIDER TRADING

Using non-public, Company information to trade in securities, or providing a family member, friend or any other person with a “tip”, is illegal. All non-public, Company information should be considered inside information and should never be used for personal gain. You are required to familiarize yourself and comply with the Company’s Insider Trading Policy, copies of which are distributed to all employees, officers and directors and are available from the Company’s Intranet website and the Legal Department. You should contact the Stock Administration or Legal Department with any questions about your ability to buy or sell securities.

4. INTERNATIONAL BUSINESS LAWS

Our Personnel are expected to comply with the applicable laws in all countries to which they travel, in which they operate and where we otherwise do business, including laws prohibiting bribery, corruption or the conduct of business with specified individuals, companies or countries. The fact that, in some countries, certain laws are not enforced or that violation of those laws is not subject to public criticism will not be accepted as an excuse for noncompliance. Please also refer to the Company’s Anti-Corruption Policy.

5. ANTITRUST

Antitrust laws are designed to protect the competitive process and impose severe penalties for certain types of violations, including criminal penalties. These laws are based on the premise that the public interest is best served by vigorous competition and will suffer from illegal agreements or collusion among competitors. Antitrust laws generally prohibit:

- agreements, formal or informal, with competitors that harm competition or customers, including price fixing and allocations of customers, territories or contracts;
- agreements, formal or informal, that establish or fix the price at which a customer may resell a product or other actions (e.g., fixing margins) that restrict the ability of the customer to set its own prices and terms of business. It is generally acceptable to issue recommended resale prices (“RRPs”), but care should be taken to ensure these are not in fact *de facto* minimum resale prices and customers should be clearly informed that if the Company issues RRP’s the customer is free to set the resale price as it sees fit; and
- the acquisition or maintenance of a monopoly or attempted monopoly through anti-competitive conduct.

Certain kinds of information, such as our strategies, business plans, budgets, forecasts, financial and operating information, pricing, production and inventory, should not be exchanged with competitors, regardless of how innocent or casual the exchange may be.

6. ENVIRONMENTAL COMPLIANCE

U.S. Federal and other laws may impose criminal liability on any person or company that contaminates the environment with any hazardous substance that could cause injury to the community or environment. Violation of environmental laws can involve monetary fines and imprisonment. We expect employees to comply with all applicable environmental laws when conducting the business of the Company.

7. CONFLICTS OF INTEREST

We expect our Personnel to be free from influences that conflict with the best interests of the Company or might deprive the Company of their undivided loyalty in business dealings. Even just the appearance of a conflict of interest can be damaging and should be avoided. Whether or not a conflict of interest exists can be unclear. The following are some (but not all) situations that may involve problematic conflicts of interests: (a) employment by, consulting for, or service on the board of a competitor, customer or supplier; (b) ownership by Personnel or a family member of a significant financial interest in an entity that does business, seeks to do business or competes with us; (c) solicitation or acceptance of gifts, favors, loans or

preferential treatment by an employee or a family member from any person or entity that does business or seeks to do business with us; (d) certain types of “moonlighting”; and (e) loans to, or guarantees of obligations of, Personnel or their family members by the Company. If you have any questions about a potential conflict or if you become aware of an actual or potential conflict, and you are not an officer or director, you should discuss the matter with your supervisor or the Compliance Officer. Supervisors may not authorize conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first seeking the approval of the Compliance Officer and providing the Compliance Officer with a written description of the activity. If the supervisor is involved in the potential or actual conflict, you should discuss the matter directly with the Compliance Officer. Officers and directors may seek authorizations and determinations from the Company’s Board of Directors (the “Board”) or a committee of the Board that the Board may expressly designate (as applicable, the “Committee”). Personnel shall not attempt to circumvent these requirements directly or through another person or entity.

In order to avoid conflicts of interests, senior executive officers and directors must disclose to the Compliance Officer any material transaction or relationship that reasonably could be expected to give rise to such a conflict, and the Compliance Officer shall notify the Board or applicable Committee of any such disclosure. Conflicts of interests involving the Compliance Officer and directors shall be disclosed to the Board or applicable Committee.

8. CORPORATE OPPORTUNITIES

Personnel may not take personal advantage of opportunities for the Company that are presented to the Personnel or discovered by the Personnel as a result of the Personnel’s position with us or through the Personnel’s use of corporate property or information. Even opportunities that are acquired privately by you may be covered if they are related to our existing or proposed lines of business. Significant participation in an investment or outside business opportunity that is directly related to our lines of business must be pre-approved. You may not use your position with us or corporate property or information for improper personal gain, nor should you compete with us in any way. Personnel shall not attempt to circumvent these requirements directly or through another person or entity.

9. FINANCIAL INTEGRITY

The integrity of our records and public disclosure depends upon the validity, accuracy and completeness of the information supporting the entries to our books of account. Therefore, our corporate and business records should be completed accurately and honestly. The making of false or misleading entries is strictly prohibited. Our records serve as a basis for managing our business and are important in meeting our obligations to customers, suppliers, creditors, employees and others. We also rely upon our accounting and other business and corporate records in preparing publicly filed reports. We have a responsibility to provide full and accurate information in our public disclosures, in all material respects, about the Company’s financial condition and results of operations. Our reports and documents filed with or submitted to the Securities and Exchange Commission and our other public communications shall include full, fair, accurate, timely and understandable disclosure, and the Company has established a Disclosure Committee consisting of senior management to assist in monitoring such disclosures. Employees who contribute in any way in preparing or verifying these reports should strive to ensure that our financial disclosure is complete, accurate and transparent. Any employee who becomes aware of any departure from these standards has a responsibility to report his or her knowledge promptly to a supervisor, the Compliance Officer, the Audit Committee of the Board, or one of the other compliance resources described in Section 15.

10. FAIR DEALING

Advantages over our competitors are to be obtained through superior performance of our products and services, not through unethical or illegal business practices. Statements regarding the Company’s services must not be untrue, misleading, deceptive or fraudulent. Acquiring proprietary information from others through improper means, possessing trade secret information that was improperly obtained, or inducing improper disclosure of confidential information from employees of other companies is prohibited. If information that may constitute a trade secret or other confidential information of another business is

obtained by mistake, or if you have any questions about the legality of proposed information gathering, you must consult your supervisor or the Compliance Officer, as further described in [Section 15](#).

You are expected to deal fairly with our customers, suppliers, employees and anyone else with whom you have contact in the course of performing your job at all times and in accordance with ethical business practices. Personnel involved in procurement have a special responsibility to adhere to principles of fair competition in the purchase of products and services by selecting suppliers based exclusively on normal commercial considerations, such as quality, cost, availability, service and reputation, and not on the receipt of special favors. No one should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice. No bribes, kickbacks or other similar payments in any form shall be made directly or indirectly to or for anyone for the purpose of obtaining or retaining business or obtaining any other favorable action. The Company and any Personnel involved may be subject to disciplinary action as well as potential civil or criminal liability for violation of this policy. Personnel shall not attempt to circumvent these requirements directly or through another person or entity.

11. GIFTS AND ENTERTAINMENT

Business gifts and entertainment with counterparts in the private sector are acceptable if (a) intended to create goodwill and sound working relationships, and not to gain improper advantage with customers; and (b) consistent with common and acceptable business practice and not extravagant or inappropriate. Personnel shall not attempt to circumvent these requirements directly or through another person or entity. If you have any concerns about whether any gifts or entertainment offered or received by you are appropriate under this code, you are expected to request permission from your supervisor or the Compliance Officer, as further described in [Section 15](#).

Gifts and entertainment relating to government officials are addressed in the Company's Anti-Corruption Policy. Practices that are acceptable in a commercial business environment may be against the law or the policies governing federal, state or local government employees. Therefore, no gifts or business entertainment of any kind may be given to any government employee without the prior approval of the Compliance Officer. Except in certain limited circumstances, the Foreign Corrupt Practices Act ("FCPA") prohibits giving anything of value directly or indirectly to any "foreign official" for the purpose of obtaining or retaining business. When in doubt as to whether a contemplated payment or gift may violate the FCPA, contact the Compliance Officer before taking any action. Refer to the Company's Anti-Corruption Policy for further information.

12. COMPANY ASSETS

All Personnel are expected to protect our assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on our profitability. Our property, such as office supplies, computer equipment, buildings and products, are expected to be used only for legitimate business purposes, although incidental personal use may be permitted if consistent with Company guidelines. You may not, however, use our corporate name, any brand name or trademark owned or associated with the Company or any letterhead stationery for any personal purpose.

13. CONFIDENTIALITY

Confidential proprietary information generated and gathered in our business is a valuable Company asset. Protecting this information plays a vital role in our continued growth and ability to compete, and all proprietary information should be maintained in strict confidence, except when disclosure is authorized by the Company or required by law. Materials that contain confidential information should be stored securely. Unauthorized posting or discussion of any proprietary information on the Internet is prohibited. Be cautious when discussing sensitive information in public places like elevators, airports, restaurants and "quasi-public" areas within the Company, such as cafeterias. All Company emails, voicemails and other

communications are presumed confidential and should not be forwarded outside of the Company, except where required for legitimate business purposes. Company employees are bound by the terms of the Proprietary Information and Inventions Assignment Agreement or similar terms to which they agree in connection with their employment.

Proprietary information includes all non-public information that might be useful to competitors or that could be harmful to the Company, its customers or its suppliers if disclosed. Intellectual property, such as trade secrets, patents, trademarks and copyrights, as well as business, research and new product plans, objectives and strategies, records, databases, salary and benefits data, employee medical information, customer, employee and suppliers lists and any unpublished financial or pricing information must also be protected.

Unauthorized use or distribution of proprietary information violates Company policy and could be illegal. Such use or distribution could result in negative consequences for both the Company and the individuals involved, including potential legal and disciplinary actions. We respect the property rights of other companies and their proprietary information and require our Personnel to observe such rights.

Your obligation to protect the Company's proprietary and confidential information continues even after you leave the Company, and you must return all proprietary information in your possession upon leaving the Company.

The provisions of this section are qualified in their entirety by reference to [Section 16](#).

14. MEDIA/PUBLIC DISCUSSIONS

It is our policy to disclose material information concerning the Company to the public only through specific limited channels to avoid inappropriate publicity and to ensure that all those with an interest in the company will have equal access to information. Inquiries or calls from financial analysts should be referred to the Investor Relations department, and inquiries or calls from the press should be referred to our Marketing and Press Relations departments. We have designated our communications department as our official spokespersons for marketing, technical and other related information.

15. QUESTIONS AND REPORTING POTENTIAL VIOLATIONS

Your most immediate resource for any matter related to this code is your supervisor, who may have the information you need or may be able to refer the question to another appropriate source. There may, however, be times when you prefer not to go to your supervisor. In these instances, you should feel free to discuss your concern with the Compliance Officer. We have designated our General Counsel to the position of Compliance Officer to oversee this program, and we may approve another person to act as Compliance Officer by resolution of the Board. The current Compliance Officer shall be identified on the Company's Intranet.

All employees, independent contractors, directors and officers are expected to comply with all of the provisions of this Code. The Code will be strictly enforced and violations will be dealt with immediately, including by subjecting persons who violate its provisions to corrective and/or disciplinary action such as dismissal or removal from office. Violations of the Code that involve illegal behavior will be reported to the appropriate authorities.

Situations which may involve a violation of ethics, laws, rules, regulations or this Code may not always be clear and may require the exercise of judgment or the making of difficult decisions. Personnel should promptly report any concerns about a violation of ethics, laws, rules, regulations or this Code to your supervisor or the Compliance Officer or, in the case of accounting, internal accounting controls or auditing matters, the Audit Committee of the Board.

Any concerns about a violation of ethics, laws, rules, regulations or this Code by any senior executive officer or director should be reported promptly to the Compliance Officer, and the Compliance Officer

shall notify the Board or one of its Committees of such violations, as the Compliance Officer deems necessary. Any such concerns involving the General Counsel should be reported to the Board. Reporting of such violations may also be done anonymously through the Company's Speak Up! Integrity Hotline as follows:

- Call: (800) 461-9300
- Text in North America: (510) 544-8184
- Hotline homepage to submit a written report: <https://app.convercent.com/en-US/Anonymous/IssueIntake/LandingPage/7f30d8f1-df4e-eb11-a979-000d3ab9f296>

An anonymous report should provide enough information about the incident or situation to allow the Company to investigate properly. If concerns or complaints require confidentiality, including keeping an identity anonymous, the Company will endeavor to protect this confidentiality, subject to applicable law, regulation or legal proceedings, or as otherwise required for internal investigation, review and handling of incidents and situations.

The Company encourages all Personnel to report any suspected violations promptly and intends to thoroughly investigate any good faith reports of violations. The Company will not tolerate any kind of retaliation for reports or complaints regarding misconduct that were made in good faith. Open communication of issues and concerns by all employees without fear of retribution or retaliation is vital to the successful implementation of this Code. All Personnel are required to cooperate in any internal investigations of misconduct and unethical behavior.

The Company recognizes the need for this Code to be applied equally to everyone it covers. The Compliance Officer of the Company will have primary authority and responsibility for the enforcement of this Code, subject to the supervision of the Board, or, in the case of accounting, internal accounting controls or auditing matters, the Audit Committee of the Board, and the Company will devote the necessary resources to enable the Compliance Officer to establish such procedures as may be reasonably necessary to create a culture of accountability and facilitate compliance with the Code. Questions concerning this Code should be directed to the Legal Department.

The provisions of this section are qualified in their entirety by reference to Section 16.

16. REPORTING VIOLATIONS TO A GOVERNMENTAL AGENCY

You understand that you have the right to:

- Report possible violations of state or federal law or regulation that have occurred, are occurring, or are about to occur to any governmental agency or entity, or self-regulatory organization;
- Cooperate voluntarily with, or respond to any inquiry from, or provide testimony before any self-regulatory organization or any other federal, state or local regulatory or law enforcement authority;
- Make reports or disclosures to law enforcement or a regulatory authority without prior notice to, or authorization from, the Company; and
- Respond truthfully to a valid subpoena.

You have the right to not be retaliated against for reporting, either internally to the company or to any governmental agency or entity or self-regulatory organization, information which you reasonably believe relates to a possible violation of law. It is a violation of federal law to retaliate against anyone who has reported such potential misconduct either internally or to any governmental agency or entity or self-regulatory organization. Retaliatory conduct includes discharge, demotion, suspension, threats, harassment, and any other manner of discrimination in the terms and conditions of employment because of any lawful

act you may have performed. It is unlawful for the company to retaliate against you for reporting possible misconduct either internally or to any governmental agency or entity or self-regulatory organization.

Notwithstanding anything contained in this Code or otherwise, you may disclose confidential Company information, including the existence and terms of any confidential agreements between yourself and the Company (including employment or severance agreements), to any governmental agency or entity or self-regulatory organization.

The Company cannot require you to withdraw reports or filings alleging possible violations of federal, state or local law or regulation, and the Company may not offer you any kind of inducement, including payment, to do so.

Your rights and remedies as a whistleblower protected under applicable whistleblower laws, including a monetary award, if any, may not be waived by any agreement, policy form, or condition of employment, including by a predispute arbitration agreement.

Even if you have participated in a possible violation of law, you may be eligible to participate in the confidentiality and retaliation protections afforded under applicable whistleblower laws, and you may also be eligible to receive an award under such laws.

17. WAIVERS AND AMENDMENTS

Any waiver of the provisions in this Code for executive officers or directors may only be granted by the Board and may be disclosed to the Company's stockholders. Any waiver of this Code for other employees may only be granted by the Legal Department. Amendments to this Code must be approved by the Board and amendments of the provisions in this Code applicable to the CEO and the senior financial officers may be disclosed to the Company's stockholders.

18. POLITICAL CONTRIBUTIONS AND ACTIVITIES

Any political contributions made by or on behalf of the Company, any solicitations for political contributions of any kind, and any lobbying activities by or on behalf of the Company must be lawful and in compliance with Company policies. This policy applies solely to the use of Company assets and is not intended to discourage or prevent individual employees, officers or directors from making political contributions or engaging in political activities on their own behalf. No one may be reimbursed directly or indirectly by the Company for personal political contributions.

19. WEBSITE DISCLOSURE

This Code, as may be amended from time to time, shall be posted on the Company's website. The Company shall state in annual proxy statements as required by law that this Code is available on the Company's website and provide the website address as required by law or regulation.

EXHIBIT A

**LUCID GROUP, INC.
CODE OF BUSINESS CONDUCT AND ETHICS ACKNOWLEDGEMENT**

I hereby acknowledge that I have received, read, understand and will comply with Lucid Group, Inc.'s Code of Business Conduct and Ethics (the "Code").

I will seek guidance from and raise concerns about possible violations of this Code with my supervisor, management and the Compliance Officer.

I understand that my agreement to comply with this Code does not constitute a contract of employment.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW

**LUCID GROUP, INC.
CODE OF BUSINESS CONDUCT AND ETHICS**

I, Andrew Sharp, acknowledge that I have received, read, understand and will comply with Lucid Group, Inc.'s Code of Business Conduct and Ethics (the "Code").

I will seek guidance from and raise concerns about possible violations of this Code with my supervisor, management and the Compliance Officer. I understand that my agreement to comply with this Code does not constitute a contract of employment.

Andrew Sharp
Andrew Sharp (Feb 28, 2022 17:30 PST)

SIGNATURE
Andrew Sharp

PRINTED NAME
Feb 28, 2022

DATE

**LUCID GROUP, INC.
INSIDER TRADING POLICY**

and Guidelines Concerning Trading in Company Securities

July 23, 2021

I. SUMMARY OF POLICY CONCERNING TRADING IN COMPANY SECURITIES

It is Lucid Group, Inc.'s and its subsidiaries' (collectively, the "Company") policy that it will, without exception, comply with all applicable laws and regulations in conducting its business. Each employee and each director is expected to abide by this policy. When carrying out Company business, employees and directors must avoid any activity that violates applicable laws or regulations. In order to avoid even an appearance of impropriety, the Company's directors, officers and certain other employees are subject to pre-approval requirements described below and other limitations on their ability to enter into transactions involving the Company's securities. Although these limitations do not apply to transactions pursuant to written plans for trading securities that comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the entry into, amendment or termination of any such written trading plan is subject to pre-approval requirements and other limitations.

II. THE USE OF INSIDE INFORMATION IN CONNECTION WITH TRADING IN SECURITIES

A. General Rule.

The U.S. securities laws regulate the sale and purchase of securities in the interest of protecting the investing public. U.S. securities laws give the Company, its officers and directors, and other employees the responsibility to ensure that information about the Company is not used unlawfully in the purchase and sale of securities (such as stocks, bonds, notes, debentures, limited partnership units or other equity or debt securities).

All employees and directors should pay particularly close attention to the laws against trading on "inside" information. These laws are based upon the belief that all persons trading in a company's securities should have equal access to all "material" information about that company. For example, if an employee or a director of a company knows material inside financial information, that employee or director is prohibited from buying or selling shares in the company until the information has been adequately disclosed to the public. This is because the employee or director knows information that could cause the share price to change, and it would be unfair for the employee or director to have an advantage (knowledge that the share price could change) that the rest of the investing public does not have. In fact, it is more than unfair; it is considered to be fraudulent and illegal. Civil and criminal penalties for this kind of activity are severe.

The general rule can be stated as follows: It is a violation of federal securities laws for any person to buy or sell securities if he or she is in possession of material inside information. Information is material if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. Material information can be favorable or unfavorable. If it is not clear whether inside information is material, it should be treated as if it was material. Some examples of information that could be considered material include:

- Significant changes in key performance indicators of the Company,

- Actual, anticipated or targeted earnings and dividends and other financial information,
- Financial, sales and other significant internal business forecasts, or a change in previously released estimates,
- Mergers, business acquisitions or dispositions, or the expansion or curtailment of operations,
- New product launches or delays, thereof,
- Significant events affecting the Company's operations, including any breach of information systems that compromises the functioning of the Company's information or other systems or results in the exposure or loss of customer information, in particular personal information,
- New equity or debt offerings or significant borrowing,
- The gain or loss of a significant partner or supplier,
- Changes in debt ratings, or analyst upgrades or downgrades of the issuer or one of its securities,
- Significant changes in accounting treatment, write-offs or effective tax rate,
- Significant litigation or governmental investigation,
- Changes in top management, and
- Stock splits or other corporate actions.

It is inside information if it has not been publicly disclosed in a manner making it available to investors generally on a broad-based non-exclusionary basis (e.g., the filing of an 8-K). If it is not clear whether material information has been sufficiently publicized, it should be treated as if it is inside information. Furthermore, it is illegal for any officer, director or other employee in possession of material inside information to provide other people with such information or to recommend that they buy or sell the securities. (This is called "tipping"). In that case, they may both be held liable.

The Securities and Exchange Commission (the "SEC"), prosecutors, the stock exchanges and plaintiffs' lawyers focus on uncovering insider trading. A breach of the insider trading laws could expose the insider or anyone who trades on information provided by an insider to criminal fines up to three times the profits earned and imprisonment up to ten years, in addition to civil penalties (up to three times the profits earned), and injunctive actions.

Inside information does not belong to the individual directors, officers or other employees who may handle it or otherwise become knowledgeable about it. It is an asset of the Company. For any person to use such information for personal benefit or to disclose it to others outside the Company violates the Company's interests. More particularly, in connection with trading in the Company's securities, it is a fraud against members of the investing public and against the Company. The mere perception that an employee or director traded with the knowledge of material inside information could harm the reputation of both the Company and that employee or director.

B. Who Is Subject to This Policy?

The prohibition against trading on inside information applies to directors, officers and all other domestic and international employees and contractors of the Company and its subsidiaries, and to other people who gain access to that information. The prohibition also applies to:

- a) the spouses, domestic partners and minor children (even if financially independent) of such employees or directors; and
- b) anyone to whom such employees or directors provide significant financial support.

Further, the prohibition applies to: 1) any account over which employees, directors and the persons listed in a) and b) above have or share the power, directly or indirectly, to make investment decisions (whether or not such persons have a financial interest in the account) and 2) those accounts established or maintained by such persons with their consent or knowledge and in which such persons have a direct or indirect financial interest.

In addition, directors and certain employees with inside knowledge of material information may be subject to ad hoc restrictions on trading from time to time.

C. General Guidelines.

The following guidelines should be followed in order to ensure compliance with applicable antifraud laws and with the Company's policies:

1. Nondisclosure. Material inside information must not be disclosed to anyone, except to persons within the Company whose positions require them to know it. No employee or director should discuss material inside information in public places or in common areas on Company property.
2. Trading in Company Securities. No employee or director may place a purchase or sale order, or recommend that another person place a purchase or sale order, in the Company's securities when he or she has knowledge of material information concerning the Company that has not been disclosed to the public. This includes orders for purchases and sales of stock, convertible securities and other securities (e.g., bonds) and includes increasing or decreasing investment in Company securities through changes in employee stock purchase plan elections or a retirement account. The exercise of employee stock options for cash is not subject to this policy, but cashless exercises (e.g. sell to cover) are subject to the policy. However, stock that was acquired upon exercise of a stock option will be treated like any other stock and may not be sold by an employee who is in possession of material inside information. Any employee or director who possesses material inside information should wait until the start of the second business day after the information has been publicly released before trading. There is no exception to this policy, even for hardship to the employee or director or based on the use of proceeds (such as making a mortgage payment or for an emergency expenditure).
3. Avoid Speculation. Investing in the Company's common stock or other securities provides an opportunity to share in the future growth of the Company. But investment in the Company and sharing in the growth of the Company does not mean short range speculation based on fluctuations in the market. Such activities put the personal gain of the employee or director in conflict with the best interests of the Company and its stockholders. Although this policy does not mean that employees or directors may never

sell shares, the Company encourages employees and directors to avoid frequent trading in Company stock. Speculating in Company stock is not part of the Company culture.

4. Trading in Other Securities. No employee or director should place a purchase or sale order (including investment through a retirement account), or recommend that another person place a purchase or sale order, in the securities of another company, if the employee or director learns in the course of his or her employment confidential information about the other corporation that is likely to affect the value of those securities. For example, it would be a violation of the securities laws if an employee or director learned through Company sources that the Company intended to purchase assets from a company, and then placed an order to buy or sell stock in that other company because of the likely increase or decrease in the value of its securities.
5. Closed Windows. Trading is subject to the following restrictions on trading in Company securities in addition to those set forth above:
 - Trading is prohibited from the date that is two weeks prior to the end of the then current fiscal quarter until the start of the second business day following an earnings release with respect to the preceding fiscal period (each, a “Closed Window”).
 - At times, the General Counsel may determine to impose a Closed Window prohibiting trading outside of a regularly scheduled Closed Window. Such a Closed Window may apply to all or a subset of employees and/or directors. The need for a Closed Window may arise as a result of a pending business transaction, a cyber-breach, or any material development that has not yet been publicly disclosed. The General Counsel is not under any obligation to provide a reason for the Closed Window. The closing of the window may itself constitute material inside information that should not be communicated.
 - No trading is permitted during a Closed Window except under an approved 10b5-1 Plan or for reasons of exceptional personal hardship and subject to prior approval by the Chief Executive Officer and General Counsel; provided that if one of these individuals wishes to trade during the Closed Window, it shall be subject to prior approval by the other.
 - The foregoing restrictions in this Section C.5 do not apply to transactions pursuant to pre-approved written plans for trading securities that comply with the Company’s 10b5-1 Trading Plan Guidelines (“10b5-1 Plans”).
6. Pre-Clearance. Clearance for all trades by the Pre-Clearance Group must be obtained by the General Counsel. The Pre-Clearance Group consists of (i) directors and executive officers of the Company and their assistants and household members, (ii) key accounting and finance, investor relations and legal department personnel, and (iii) such other persons as may be designated from time to time and informed of such status by the Company’s General Counsel.

D. Other Companies’ Stock.

Employees and directors who learn material information about suppliers, customers, competitors, or other strategic partners through their work at the Company, are expected to keep it confidential and not buy or sell stock in such companies until the information becomes public. Employees and directors are expected to not give tips about such stock.

E. Hedging and Derivatives.

Employees and directors are prohibited from engaging in any derivative transactions (including transactions involving options, puts, calls, prepaid variable forward contracts, equity swaps, collars and exchange funds or other derivatives) that are designed to hedge or speculate on any change in the market value of the Company's equity securities. As discussed below, directors and employees are also prohibited from shorting the Company's stock.

Trading in options or other derivatives is generally highly speculative and very risky. People who buy options are betting that the stock price will move rapidly. For that reason, when a person trades in options in his or her employer's stock, it will raise suspicion in the eyes of the SEC that the person was trading on the basis of inside information, particularly where the trading occurs before a company announcement or major event. It is difficult for an employee or director to prove that he or she did not know about the announcement or event.

If the SEC or the stock exchanges were to notice active options trading by one or more employees or directors of the Company prior to an announcement, they would investigate. Such an investigation could be embarrassing to the Company (as well as expensive) and could result in severe penalties and expense for the persons involved. For all of these reasons, the Company prohibits its employees and directors from trading in options or other securities involving the Company's stock. This policy does not pertain to employee stock options granted by the Company. Employee stock options cannot be traded.

F. Pledging of Securities, Margin Accounts.

Pledged securities may be sold by the pledgee without the pledgor's consent under certain conditions. For example, securities held in a margin account may be sold by a broker without the customer's consent if the customer fails to meet a margin call. Because such a sale may occur at a time when an employee or a director has material inside information or is otherwise not permitted to trade in Company securities, the Company prohibits employees and directors from pledging Company securities in any circumstance, including by purchasing Company securities on margin or holding Company securities in a margin account.

G. Applicability of U.S. Securities Laws to International Transactions.

All employees of the Company and its subsidiaries are subject to the restrictions on trading in Company securities and the securities of other companies. The U.S. securities laws may be applicable to trades in the Company's securities executed outside the U.S., as well as to the securities of the Company's subsidiaries or affiliates, even if they are located outside the United States. Transactions involving securities of subsidiaries or affiliates should be carefully reviewed by counsel for compliance not only with local law but also for possible application of U.S. securities laws.

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW
LUCID GROUP, INC.
INSIDER TRADING POLICY
AND GUIDELINES CONCERNING TRADING IN COMPANY SECURITIES**

I, Andrew Sharp, acknowledge that I have received, read, understand, and will comply with Lucid Group, Inc.'s Insider Trading Policy and Guidelines Concerning Trading in Company Securities.

Andrew Sharp
Andrew Sharp (Feb 28, 2022 17:30 PST)

SIGNATURE
Andrew Sharp

PRINTED NAME
Feb 28, 2022

DATE

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

<u>Employer Name:</u> Triple Crown Consulting, LLC	<u>Client Name(s):</u> Lucid Motors USA, Inc. (collectively, " <u>Client</u> ")
<u>Employer Address:</u> 10814 Jollyville Rd, Bld IV, STE 100, Austin, TX 78759	<u>Client Address:</u> 7373 Gateway Blvd., Newark, CA 94560

As a condition of my becoming employed (or my employment being continued) by the Employer identified above (the "Company"), and in consideration of (i) my employment relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, and (ii) the services (the "Services") I will provide to the Client identified above (the "Client") and be compensated for as a Company employee, I agree to the following:

1. **Employment Relationship.** I understand and acknowledge that this Agreement does not alter, amend or expand upon (i) any rights I may have to continue in the employ of, or (ii) the duration of my employment relationship with, the Company under any existing agreements between the Company and me or under applicable law. Any employment relationship between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "Relationship."

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time, including providing the Services to the Client. During the Relationship, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **At-Will Relationship.** I understand and acknowledge that the Relationship is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

4. CONFIDENTIAL INFORMATION.

(a) **Company Information.** I agree at all times during the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company and of the Client which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company and, as applicable, the Client. I understand that "Confidential Information" means any Company or Client proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company or Client on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company or Client either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the Relationship, whether or not during working hours. I understand that Confidential Information includes, but is not limited to, information pertaining to any aspect of the Company's or Client's business which is either information not known by actual or potential competitors of the Company or of Client or other third parties not under confidentiality obligations to the Company or Client (as applicable), or is otherwise proprietary information of the Company or Client or their respective customers or suppliers, whether of a technical nature or otherwise. I further understand that

Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Prior Obligations.** I represent that my performance of all terms of this Agreement as an employee of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior or subsequent to the commencement of the Relationship, and I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any current or former client or employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any current or former client or employer or any other party.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

5. **INVENTIONS.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Services (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Client's proposed businesses, products or research and development, and which are not assigned to the Client hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of providing the Services, I incorporate into a Client product, process or machine a Prior Invention owned by me or in which I have an interest, the Client is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Client, will hold in trust for the sole right and benefit of the Client, and hereby assign to the Client, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, while providing the Services (collectively referred to as "Inventions"), except as provided in Section 5(e) below. I further acknowledge that all Inventions which are made by me (solely or jointly with others) within the scope of and while providing the Services are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary, unless regulated otherwise by the mandatory law of the state of California.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) while providing the Services. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Client at all times. I agree not to remove such records from the Client's place of business except as expressly permitted by Client policy which may, from time to time, be revised at the sole election of the Client for the purpose of furthering the Client's business. I agree to return all such records (including any copies thereof) to the Client at the time of termination of the Services as provided for in Section 6.

(d) **Patent and Copyright Rights.** I agree to assist the Client, or its designee, at its expense, in every proper way to secure the Client's, or its designee's, rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Client or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Client or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the Client or its designee, and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Client or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Inventions or original works of authorship assigned to the Client or its designee as above, then I hereby irrevocably designate and appoint the Client and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Client or its designee any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Client or such designee.

(e) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Client do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B), if applicable. I will advise the Client promptly in writing of any inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit A.

6. **Company and Client Property: Returning Company Documents.** I acknowledge and agree that I have no expectation of privacy with respect to the Company's and Client's telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company's or Client's premises and owned by the Company or Client, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company or Client personnel, as applicable, at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to the Company or Client, as applicable, (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company or Client, its successors or assigns. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certificate shall in no way diminish my continuing obligations under this Agreement.

7. **NOTIFICATION TO OTHER PARTIES.**

(a) **Employees.** In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(b) **Consultants.** I hereby grant consent to notification by the Company to any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.

8. **Solicitation of Employees, Consultants and Other Parties.** I agree that during the Relationship and for a period of twenty-four (24) months immediately following the termination of the Relationship for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's or Client's employees or consultants to terminate their relationship with the Company or Client, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company or Client, either for myself or for any other person or entity. Further, during the Relationship and at any time following termination of the Relationship for any reason, with or without cause, I shall not use any Confidential Information of the Company or Client to attempt to negatively influence any of the Company's or Client's clients or customers from purchasing Company or Client products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company or Client.

9. **REPRESENTATIONS AND COVENANTS.**

(a) **Third-Party Beneficiaries.** Lucid Motors USA, Inc. are intended third-party beneficiaries to this Agreement. Subject to the foregoing, this Agreement is entered into solely between Company and Employee and will not be deemed to create any rights in, or any obligations to, any other third parties.

(b) **Facilitation of Agreement.** I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(c) **Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into with any third party, including without limitation any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company or Client. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(d) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

10. **GENERAL PROVISIONS.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) **Immunity.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be

effective unless in writing signed by both parties. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(d) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(e) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, Client, and their respective successors and assigns.

(f) **Survival.** The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee.

(g) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company and Client irreparable harm, and therefore agree that the Company and Client will each be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and in addition to and without prejudice to any other rights or remedies that the Company or Client may have for a breach of this Agreement.

(h) **ADVICE OF COUNSEL.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

EMPLOYEE:

By: _____
Printed: _____
Title: _____
Date: _____
Address: _____

Andrew Sharp , an Individual
By: <u>Andrew Sharp</u>
Printed: Andrew Sharp
Date: Feb 28, 2022

EXHIBIT A

**1. LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 5**

Identifying Number
or Brief Description

Title _____ Date

No inventions or improvements

Additional Sheets Attached

Signature of Employee/Consultant: *Andrew Sharp*
Andrew Sharp (Feb 28, 2022 17:30 PST)

Print Name of Employee/Consultant: Andrew Sharp

Date: Feb 28, 2022

EXHIBIT B

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT C

2. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to _____, its subsidiaries, affiliates, successors or assigns (together the "Company") or Lucid Motors USA, Inc., its subsidiaries, affiliates, successors or assigns (together the "Client").

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or Client or any of their respective employees, clients, consultants or licensees.

I further agree that for twenty-four (24) months from the date of this Certificate, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's or Client's employees or consultants to terminate their relationship with the Company or Client, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company or Client, either for myself or for any other person or entity. Further, I shall not at any time use any Confidential Information of the Company or Client to negatively influence any of the Company's or Client's clients or customers from purchasing Company or Client products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company or Client.

Date: Feb 28, 2022

Andrew Sharp
Andrew Sharp (Feb 28, 2022 17:30 PST)

(Employee's Signature)

Andrew Sharp

(Type/Print Employee's Name)

**ATIEVA, INC.
EXTERNAL COMMUNICATIONS POLICY**

A. Policy Overview

This External Communications Policy (this “Policy”) of Atieva, Inc. sets forth guidelines regarding communications by our employees, officers, directors and independent contractors with media personnel, customers, the investment community (including analysts and stockholders) and others who are not bound to us by a duty of confidentiality. This Policy is intended to cover most types of communications, including, but not limited to, those made directly or indirectly with media personnel or securities analysts, at investment conferences, and in press events or conference calls. The objectives of this Policy are:

- to establish consistent, effective and ongoing communications with our customers, stockholders, the investment community and the media;
- to identify individuals who are authorized to speak on behalf of the Company to the public; and
- to set forth guidelines on what may be discussed with our customers, stockholders, the investment community and the media in general.

B. Who Does This Policy Apply To?

This Policy applies to all employees, officers, directors and independent contractors of the Company or any of its subsidiaries (collectively, “Insiders”). For purposes of this Policy, “we,” “our,” and the “Company” refers to Atieva, Inc. and its subsidiaries. If you have questions as to how this Policy applies to you or to a particular situation, please consult our General Counsel.

C. Our Policy

Insiders may not disclose any material, nonpublic information about the Company to anyone outside of the Company (other than those who are bound to us by a confidentiality obligation and have a “need to know” the information). Depending upon the circumstances, customers and suppliers may be subject to such a confidentiality obligation, but this should first be confirmed with our General Counsel. Material, nonpublic information may only be disclosed by individuals holding the titles designated on Exhibit A hereto (each, an “Authorized Spokesperson”) in accordance with this Policy, except as permitted in Section E below.

D. What is Material Nonpublic Information?

Information is “material” if a reasonable investor would consider it important in making a decision to buy, sell or retain our securities, including shares of our common stock, even if there is not currently an established trading market for our common stock. Both positive and negative information may be material.

Information is “nonpublic” until it has been widely disseminated to the public (through, for example, a press conference or release) and the public has had a chance to absorb and evaluate it. Unless you have seen material information publicly disseminated, you should assume the information is nonpublic.

Examples of information that would normally be regarded as “material” include, but are not limited to, the following:

- financial results, financial condition, projections or forecasts;
- known or anticipated, but unannounced, earnings or losses;
- plans to launch new products or features or other significant market initiatives;
- the status of our progress toward achieving significant business or financial goals;
- significant developments involving business relationships with customers or other partners;
- significant corporate events, such as a pending or proposed acquisition;

- new equity or debt offerings;
- positive or negative developments in outstanding litigation or regulatory matters; or
- known but unannounced changes in our senior management or board of directors.

When in doubt, you should assume that the information is both material and nonpublic. If you have any questions as to whether information should be considered material or nonpublic, please consult our General Counsel.

E. Who is Authorized to Speak on Our Behalf?

Only Authorized Spokespersons may speak with third parties on behalf of the Company. From time to time, each of our Chief Executive Officer or Chief Financial Officer is authorized to revise Exhibit A to update the list of Authorized Spokespersons as he or she deems appropriate.

Subject to the approval of an Authorized Spokesperson and the other requirements of this Policy, other officers, directors or employees may, from time to time, communicate with third parties on our behalf or in response to specific inquiries from the investment community, the media or others. For example, our Chief Financial Officer may designate members of his or her staff to respond to media queries or prepare statements on specific matters.

Additionally, this Policy shall not prohibit employees from discussing the Company in the ordinary course of business (e.g., talking about our products to a customer). However, in the event an employee (other than an Authorized Spokesperson) wishes to participate in a conference or presentation to a group outside of the Company, approval by an Authorized Spokesperson should be obtained as far in advance as reasonably practicable.

F. What if I Receive a Question from the Media or an Analyst?

Our employees and directors should not respond, under any circumstances, to inquiries from the investment community or the media unless specifically authorized to do so by an Authorized Spokesperson. All inquiries from the investment community should be referred to our General Counsel and head of Investor Relations, and all inquiries from media should be referred to our Communications team.

G. What is Our Policy on News Releases?

We will issue press releases from time to time to disclose information that is important or useful to the public. Press releases will be approved by and issued under the supervision of an Authorized Spokesperson.

H. How Do We Conduct Our Meetings With Investors?

In general, analysts and investors will have access to our Investor Relations team at any time either by phone or email. We may also respond to analyst and investor inquiries in the form of phone conversations or meetings with members of our senior management team as schedules permit. The purpose of these conversations and/or meetings is for investors to gain a better understanding of our business, as well as to give analysts and investors the opportunity to personally meet with our senior management.

From time to time, we will also participate in Company-hosted and analyst-hosted conferences and other meetings. It is our intention that a member of our Investor Relations or Legal Department will attend any meetings held with analysts and investors.

I. What is Our Policy on Providing Visibility into Future Results?

Except as authorized by our Chief Executive Officer, Chief Financial Officer or General Counsel, Insiders may not provide, directly or indirectly, any information regarding our internal projections or estimates of future operating results, product or business metrics, business transactions, or customer or supplier developments to third parties.

J. How Do We Respond to Market and Media Rumors?

So long as it is clear that we are not the source of a market or media rumor, an Authorized Spokesperson will generally respond that the Company does not comment on market rumors or speculation.

K. What about Indirect Communications, Including Chat Rooms, Blogs, or other Publications?

Any communication that would constitute a violation of this Policy if made directly by an Insider will also constitute a violation if made indirectly. This includes, but is not limited to, communications made in publications, online networks, social media websites and services, blogs, chat rooms, etc. You may not post any confidential, proprietary, or trade secret information that is not generally available to the public. No information related to Company products, strategy, financials, imminent departure of key executives, or Company, customer, partner, or personal employee data that has not been made public may appear in personal postings under any circumstances. You should also refrain from posting any information about internal procedures and safeguards that relate to sensitive topics. If you participate in external social media sites on your personal time and make reference to your employment with the Company, please:

- limit references to your work at the Company to describing simple factual information about your position (e.g., title, location, tenure, department);
- only include personal contact information, not your Company information. Any references that mention the Company products and services, go beyond brief factual information about your position, include promotional materials, or include Company contact information may be considered advertising and marketing and are prohibited without prior review and approval in writing from the Legal Department;
- do not hold yourself out as representing the Company's views in any way. Be clear you are speaking for yourself and not on behalf of the Company; and
- exercise good judgment when making the decision whether to identify your connection with the Company.

L. What if an Unauthorized Disclosure of Material Nonpublic Information Occurs?

If you believe information has been disclosed that may be deemed material and nonpublic in violation of this Policy, immediately notify our General Counsel. Our General Counsel will then, in consultation with others, determine whether the disclosed information was material and nonpublic and what response or remediation is required, if any.

M. Why Should These Issues Concern Me?

Disclosure of material nonpublic information could have significant negative consequences for the Company and, therefore, we will take any violations of this Policy very seriously. Depending on the circumstances surrounding the disclosure, you may be subject to disciplinary actions by the Company, up to and including termination of your employment.

N. Amendments

We are committed to continuously reviewing and updating our policies, and we therefore reserve the right to amend this Policy at any time, for any reason, subject to applicable law.

Exhibit A

Authorized Spokespersons

<i>Position</i>	<i>Scope of Authorization</i>
Chief Executive Officer	Any topic
Head of Finance (<i>Vice-President, Finance or Chief Financial Officer</i>)	Finance, accounting, tax, investments
General Counsel	Legal matters
Head of Communications	Press and journalist interactions (excluding material non-public information)
Head of Investor Relations	Investor, shareholder matters

ACKNOWLEDGMENT OF RECEIPT AND REVIEW

I, Andrew Sharp, hereby acknowledge that I have received, read, understand and will comply with Aieva, Inc.'s External Communications Policy (the "Policy"). I will seek guidance from and raise concerns about possible violations of this Code with Lucid management, Human Resources, or the Legal Department.

I understand that my agreement to comply with this Policy does not constitute a contract of employment.

Andrew Sharp
Andrew Sharp (Feb 28, 2022 17:30 PST)

NAME

Andrew Sharp

PRINTED NAME

Feb 28, 2022

DATE

LUCID GROUP, INC. LOBBYING POLICY

Adopted July 23, 2021

I. Principle Statement

As a concerned member of our communities, Lucid Group, Inc. (“**Lucid**”) actively participates in political activity, including lobbying. Lucid participates in these political activities to support the work of elected representatives and government officials who support the interests of our business, clients, and employees.

Lucid is committed to engaging in lobbying with the utmost integrity. The use of corporate resources to influence the political process in any manner is strictly regulated to protect and promote the integrity of the political processes of countries and localities around the world. Lucid demands, of both itself and its employees, that any such political activities be executed in strict compliance with all applicable local, state, federal, and international laws.

The United States local, state and federal law and the laws of many other countries and territories, restrict or place prohibitions, limitations, or disclosure requirements for use of any corporate resources to engage in political activity, including lobbying. This includes, but is not limited to, the provisions set forth in the Lobbying Disclosure Act, Federal Election Campaign Act, Foreign Corrupt Practices Act, Foreign Agents Registration Act, and corollary state and local laws.

Lucid takes these responsibilities seriously, and no deviance from the law or Lucid policies will be tolerated. Any violation of the law or Lucid policies will result in disciplinary action, up to and including termination.

II. Lobbying

Lucid’s Public Policy team engages in lobbying activity. Lobbying is a legal and appropriate way for companies like Lucid to educate policymakers about the business interests of the Company and our employees. In order to be effective and legally compliant, the Public Policy or Legal team must expressly approve and oversee any such lobbying activity by any Lucid employee or external consultant.

Lucid strictly adheres to all applicable laws related to lobbying activity. This includes complying with contracting, recordkeeping, registration, and reporting requirements set forth by the applicable jurisdiction. The Public Policy and Legal teams coordinate compliance with applicable laws for Lucid and its employees across jurisdictions. The Public Policy or Legal team must approve all lobbying activity, by any Lucid employee or external consultant, in order to ensure compliance with all such laws and Lucid policies.

The Public Policy team may lobby directly or indirectly through the use of employees or external consultants. No employee may engage in lobbying or lobbying-related activity on behalf of Lucid without the prior express written approval of the Public Policy or Legal team. No employee may retain an external consultant to engage in lobbying or lobbying-related activity on behalf of Lucid without the prior express written approval of the Public Policy or Legal team. Any such retention must be made under a written contract approved by the Lucid Legal team that requires the external consultant to comply with all applicable laws, as well as Lucid’s Code of Business Conduct and Ethics.

All Lucid employees must consult with the Public Policy or Legal team in advance of contacting or otherwise engaging with public officials or candidates for public office. This is required regardless of whether the employee believes their activity constitutes lobbying, or if the activity is based on a prior, personal relationship. This includes, but is not limited to, inviting a public official or candidate for public office into a Lucid facility; meeting with a public official or candidate for public office; or attending an election-related event for a public

official or candidate in a professional capacity. This activity may trigger a lobbying registration, reporting obligation, or require other action be taken by the Company or the employee. The employee must obtain express approval of any such activity in advance from the Public Policy or Legal team. The Public Policy or Legal team will determine if that contact or engagement aligns with the Company's business interests, and to ensure compliance with all applicable laws and Lucid policies. The offer or acceptance of gifts or business entertainment can create the appearance that business decisions are being influenced by other factors. Gifts or business entertainment should never be offered or accepted for improper purposes and must comply with Lucid's Anti-Corruption Policy on these matters.

III. Individual Employee Political Activity

Lucid recognizes and respects our employees' rights to participate in the political process and to communicate with their elected representatives using their own time and resources. Lucid employees have the right to engage in political activity as a constituent. Individual employees engaging in personal political activity as a constituent may also be subject to laws and regulations related to their activity. Employees are required to adhere to all Lucid policies and applicable local, state, federal, and international laws.

An employee may not engage in political activity on behalf of Lucid, in any manner, without express prior consent of the Public Policy or Legal team. This includes any manner of political activity where the employee directly or indirectly purports to be acting on behalf of the interests of Lucid.

Lucid's corporate resources may not be used by any employee to conduct any form of personal political activity. Personal political activity includes but not limited to, making political contributions, campaigning or fundraising for/against a candidate for public office, running for public office, voter registration drives, ballot measure or referendum activity, or supporting any non-ministerial action or inaction be taken by a government official. Lucid corporate resources include, but are not limited to, the use of corporate email, copiers, phones, facilities, office supplies, software, hardware, personnel, conference rooms or other space, or corporate funds. Employee time while being paid by Lucid is also a corporate resource. Employees may engage in political activities solely on their personal, unpaid time and using only personal resources. The use of corporate resources is strictly prohibited.

Employees may not make or commit to make political contributions, monetary or non-monetary, on behalf of Lucid. Under no circumstances will an employee be reimbursed for any political contribution, directly or indirectly. Personal political contributions may not be made using corporate resources, including the use of a corporate credit card. Employees may not use a corporate credit card to make a political contribution, even if they later pay or intend to pay that amount out of personal funds. Personal political contributions may never be submitted as an expense for reimbursement.

Employees running for political office that could create a conflict of interest with Lucid's ability to do business in that jurisdiction must consult Lucid's Legal team prior to declaring their candidacy.

IV. Penalties

Lucid strictly complies with all laws and regulations pertaining to local, state, federal, and international political activity. This requires proper diligence, communication, and adherence to all Lucid policies. Violations of this policy will result in discipline, up to and including termination from employment.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW

**LUCID GROUP, INC.
LOBBYING POLICY**

I, Andrew Sharp, acknowledge that I have received, read, understand, and will comply with Lucid Group, Inc.'s Lobbying Policy.

Andrew Sharp

Andrew Sharp (Feb 28, 2022 17:30 PST)

SIGNATURE

Andrew Sharp

PRINTED NAME

Feb 28, 2022

DATE



Confirmation of Anti-Harassment Training Requirement

Candidate: Andrew Sharp

Anticipated Start Date: 03/14/2022

- Anti-Harassment training completed
- I have shared the Anti-Harassment training link with my new hire and she/he will complete Anti-Harassment Training once she/he has started her/his assignment.
- Worker will be performing their duties outside of a location that requires Anti-Harassment training

Supplier Name: Tripleco

Supplier Representative Name: A. Kao

Date: 2/28/2022

Additional Comments: Worker is remote

Lucid Group, Inc.
Regulation FD Disclosure Policy

July 23, 2021

It is the corporate policy of Lucid Group, Inc. and its subsidiaries (collectively, the “Company”) that, whenever applicable, employees, officers, directors, and agents of the Company comply with the requirements of Regulation FD. Employees and directors are not permitted to make *any* disclosure of material non-public information about the Company to any person or entity outside the Company, unless disclosure of the information:

- is approved by an Authorized Officer (as defined herein); and
- is made simultaneously to the public, through a means of broad public disclosure (as determined and approved by an Authorized Officer).

Information is “**material**” if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. Information about the Company is “**non-public**” if it has not been disseminated in a manner making it available to investors generally on a broad-based, non-exclusionary basis.

Examples of information that may be regarded as “material” include, but are not limited to, the following:

- financial results, financial condition, projections or forecasts;
- known or anticipated, but unannounced, earnings or losses;
- plans to launch new products or features or other significant market initiatives;
- the status of our progress toward achieving significant business or financial goals;
- significant developments involving business relationships with customers or other partners;
- significant corporate events, such as a pending or proposed acquisition;
- new equity or debt offerings;
- positive or negative developments in outstanding litigation or regulatory matters; or
- known but unannounced changes in our senior management or board of directors.

If an employee, officer, director or agent of the Company believes that a disclosure of material non-public information about the Company may have occurred, he or she must immediately notify the General Counsel or the head of Investor Relations, so that he/she may determine whether to make public disclosure of this information, in accordance with applicable law. Violations of this policy may constitute grounds for disciplinary action, including dismissal. Employees are encouraged to report possible violations of this policy either to the General Counsel or through the Company’s confidential Whistleblower Hotline.

Questions as to whether information is material or non-public, and any other questions relating to this policy, should be directed to the General Counsel or the head of Investor Relations. If you are uncertain whether information is subject to this policy, you should contact the General Counsel or head of Investor Relations before making any disclosure. All inquiries from Regulation FD Persons (as defined below) should be referred to our General Counsel and the head of Investor Relations.

The following is a (non-exhaustive) list of some of the areas affected by this policy:

- quarterly earnings releases and related conference calls;
- participation in speeches, interviews and conferences;
- providing of “guidance” as to performance or results;
- responding to market rumors;
- reviewing analyst reports and similar materials;
- referring to or distributing analyst reports on the Company;
- postings on the Company’s website, blogs, or through social media (for example, Twitter or Facebook); and
- site visits and inspection tours.

Nothing in this policy shall be deemed to in any way limit, modify or otherwise alter any employee’s confidentially obligations to the Company.

Disclosure Standards Under the SEC’s Regulation FD

Under Regulation FD, no Covered Person may make an intentional disclosure of material non-public information about the Company to Regulation FD Persons unless public disclosure of such information is made simultaneously. Covered Persons may not avoid the prohibitions of Regulations FD by directing others, including lower level employees, to make a disclosure. Unintentional disclosure of material non-public information about the Company to Regulation FD Persons will trigger a required public disclosure of such information promptly thereafter.

- **“Covered Persons”** means all members of the Board of Directors of the Company, all executive officers of the Company and all other officers, employees and agents of the Company who regularly communicate with analysts or actual or potential investors in the Company’s securities, and anyone else who may be authorized to make any public disclosure on behalf of the Company.
- A selective disclosure of material non-public information is **“intentional”** when the person making the disclosure either knows, or is reckless in not knowing, that the information he or she is communicating is both material and non-public.
- **“Promptly”** means as soon as reasonably practicable (but in no event after the later of 24 hours or the commencement of the next day’s trading on Nasdaq) after a Covered Person learns that there has been an unintentional disclosure of material non-public information.
- **“Public disclosure”** of information about the Company may be made by: (1) filing with or furnishing to the Securities and Exchange Commission (the **“SEC”**) a Current Report on Form 8-K (or another public filing, such as an annual report on Form 10-K or a quarterly report on Form 10-Q) disclosing that information; or (2) disseminating the information through another method (or combination of methods) of disclosure that is reasonably designed to provide broad, non-exclusionary distribution of the information to the public. Public dissemination of information under clause (2) will generally be satisfied by the distribution of a press release through widely circulated news and wire services. Disclosure of information on an “open access” conference call the details of which have been made adequately known to the public may also constitute public disclosure. Disclosure via the

Company's website or through social media may also qualify as public disclosure under certain circumstances. There are preconditions that must be met before using these mediums, however, so the General Counsel should be consulted when considering disclosure through these means.

- **“Regulation FD Persons”** means, generally, (1) brokers or dealers, or persons associated with a broker or dealer (which includes buy-side or sell-side analysts); (2) investment advisers, investment managers or persons associated with an investment adviser or investment managers; (3) investment companies (including mutual funds) and certain entities that would be investment companies but for certain exceptions, or an affiliated person of any such entity; and (4) holders of any of the Company's securities; *provided* that in the case of this clause (4) it is reasonably foreseeable that such holder will purchase or sell Company securities on the basis of selectively disclosed information. Given the potentially serious consequences of violations of Regulation FD, when in doubt assume that the recipient of the information is a Regulation FD Person and promptly consult the General Counsel or the head of Investor Relations.

Exceptions

Regulation FD permits disclosures of material non-public information about the Company by Covered Persons to selected groups who are not reasonably expected to trade on the information, such as:

- persons who owe a duty of trust or confidence to the Company (e.g., attorneys, investment bankers or accountants); and
- those who have expressly agreed to maintain the disclosed information in confidence.

Procedures

The Disclosure Committee will make all decisions regarding the application of this policy, the procedures to be followed, as well as any exceptions to the procedures. Except as set forth below, all proposed disclosures of material non-public information about the Company to Regulation FD Persons, or participation in speeches, interviews or conferences where Regulation FD Persons may be in attendance, must be reviewed and approved in advance by an Authorized Officer.

- *Responding to Calls or Questions from Regulation FD Persons.* Authorized Officers may engage in informal contacts with Regulation FD Persons without the prior approval of the Disclosure Committee only to provide publicly disclosed or immaterial background information. “Authorized Officer” means any of the following and their respective designees: (1) the Chief Executive Officer; (2) the Chief Financial Officer; (3) the General Counsel; (4) the Vice President, Finance; and (5) the head of Investor Relations.
- *Participation in Speeches, Interviews and Conferences.* Any Covered Person permitted to participate in a speech, interview or conference in a forum where Regulation FD Persons may be in attendance must have the script and/or presentation materials for such event reviewed and approved by an Authorized Officer prior to participation in the event. If the script, as approved, contains material non-public information about the Company, public disclosure of such information must be approved by an Authorized Officer and made prior to or simultaneously with the disclosure of such information at the event. Covered Persons should adhere to the script and not disclose any material non-public information about the Company during any “break out” or question-and-answer sessions.

An Authorized Officer must approve any participation in these events at any time outside of the Company's open trading window, which commences on the start of the second business day following an earnings release with respect to the preceding fiscal period until the first calendar day of the last month of the then current fiscal quarter.

Covered Persons will only participate in securities firm-sponsored events or other investment conferences if they are webcast and adequate prior public notice is provided, unless otherwise approved by an Authorized Officer. The Company will issue a press release, which may also be furnished on a Form 8-K to the SEC, in conjunction with such participations.

- *Unintentional Selective Disclosures.* If the General Counsel or the head of Investor Relations is informed of a possible unintentional disclosure of material non-public information about the Company to a Regulation FD Person, he or she will determine, in consultation with an Authorizer Person as appropriate, whether to make public disclosure of the information, in accordance with Regulation FD and other applicable law.
- *Providing of "Guidance" as to Performance or Results.* This policy prohibits the providing of non-public guidance regarding previously unreported performance or results, whether direct, indirect, explicit or implied, to Regulation FD Persons, unless such guidance is specifically approved by an Authorized Officer. Even implicit confirmation that the Company is, or remains, comfortable with analysts' consensus on earnings or other components of the Company's expected performance or results may be a violation of Regulation FD, unless simultaneous public disclosure is made.
- *No Responding to Market Rumors.* Authorized Officers will respond consistently to market rumors by saying, "It is the policy of the Company not to comment on market rumors or speculation." Should the listing exchange request the Company to make a definitive statement in response to a market rumor that is causing significant volatility in the Company's stock, or in extraordinary circumstances, the Disclosure Committee will consider the matter and make a recommendation to the Chief Executive Officer on whether to make an exception to the policy.
- *Reviewing Analyst Reports and Similar Materials.* No board member or employee of the Company may review or comment upon any analyst reports and similar materials published by Regulation FD Persons without the approval of an Authorized Officer. In the event of any such approved review or comment on analyst reports or similar materials, the Company's general policy with respect to any such review or comment shall be as follows:
 - two or more approved persons shall participate in such review or comment;
 - the review must be completed within seven days after an earnings call; and
 - such reviewers shall only comment on information contained in the reports or other materials to the extent that such information is immaterial or is factually incorrect. Reviewers may direct the Regulation FD Person to publicly available information about the Company.
- *Quarterly Earnings Releases and Related Conference Calls.* The Company will issue a press release disclosing its quarterly results for each quarter of its fiscal year. These press releases will be distributed through widely circulated news and wire services and also furnished to the SEC on Form 8-K **prior to the beginning of the conference call** discussed below as required, which makes them publicly available. The form and substance of each earnings release will be approved

prior to release in accordance with procedures separately developed for that purpose, including the Company's disclosure controls and procedures.

- The Company will conduct a public conference call following each such press release. The Company will provide advance public notice in the press release of each scheduled conference call to discuss the announced results, giving the time and the date of the conference call, and instructions on how to access the call. The conference call will be held in an open manner, permitting interested persons to listen in by telephone and/or through Internet webcasting. Senior management may allow a limited group to ask questions of management on the conference call, so long as all listeners can hear the questions and answers.
- Following the conference call, an audio recording or transcript, including the questions and answers, of the conference call will be (1) posted on the Company's website, and (2) maintained there for two weeks following the call (or for such longer period as the Company shall determine if appropriately archived).
- *Monitoring Postings on the Company's Website.* All financial and business information about the Company that is proposed to be posted on the Company's website must be reviewed by a person delegated by the Disclosure Committee prior to posting or distribution.
- *Site Visits and Inspection Tours by Regulation FD Persons.* Site visits and inspection tours by Regulation FD Persons should be approved by an Authorized Officer. In addition, a representative of the Disclosure Committee should generally accompany the Regulation FD Persons on the visit or tour. All disclosures to Regulation FD Persons during these visits and tours will be subject to the procedures set forth in this policy.
- *Provision of Information to Rating Agencies.* All proposed disclosures of material non-public information to credit rating agencies should be subject to a confidentiality agreement.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW
Lucid Group, Inc.
Regulation FD Disclosure Policy

I, Andrew Sharp, acknowledge that I have received, read, understand, and will comply with Lucid Group, Inc.'s Regulation FD Disclosure Policy.

Andrew Sharp

Andrew Sharp (Feb 28, 2022 17:30 PST)

SIGNATURE

Andrew Sharp

PRINTED NAME

Feb 28, 2022

DATE

LUCID GROUP, INC.
(the “Company”)

July 23, 2021

**Policy For Reporting Concerns Related To
Accounting, Auditing And Ethical Violations
(Whistleblower Policy)**

The Audit Committee of the Company’s Board of Directors (the “Audit Committee”) has adopted this policy to establish procedures for the receipt and handling of complaints, including those submitted by employees, as to accounting or auditing matters. This policy also includes a means for employees to raise concerns with respect to violations of the Company’s Code of Conduct and Business Ethics (the “Code”).

While the list below provides examples of the types of subjects covered by this policy, this list is not intended to be exhaustive, and any person with related concerns should raise those issues in accordance with this policy.

Employee Complaint Procedures

Any employee of the Company may submit a good faith complaint regarding financial statement or other disclosures, accounting, internal accounting or disclosure controls, auditing matters or violations of law or violations of the Code to the management of the Company without fear of dismissal or retaliation of any kind. The Company is committed to achieving compliance with all applicable securities laws and regulations, accounting standards, accounting controls and audit practices. Employees are encouraged to follow these procedures and report any possible violations or questionable matters that have occurred, are ongoing or are about to occur. The Audit Committee will oversee treatment of employee concerns in this area.

Receipt of Employee Complaints

Employees with concerns regarding accounting and other matters or violations of the Code may report their concerns to their direct supervisor or the General Counsel or as follows:

- on a confidential or anonymous basis to the General Counsel of the Company;
- on a confidential or anonymous basis to the Company’s Speak Up! Integrity Hotline by:
 - submitting a report at <https://app.convercent.com/en-US/Anonymous/IssueIntake/LandingPage/7f30d8f1-df4e-eb11-a979-000d3ab9f296>;
 - calling (800) 461-9300; or

- texting (510) 544-8184 (North America only)

The concerns raised through these channels should include sufficient information and detail to enable the Company to conduct a thorough investigation.

Scope of Matters Covered by These Procedures

These procedures relate to employee complaints relating to any questionable accounting and other matters or violations of the Code, including, without limitation, the following:

- fraud or deliberate error in the preparation, evaluation, review or audit of any financial statement of the Company;
- fraud or deliberate error in the recording and maintaining of financial books and/or records of the Company;
- deficiencies in or noncompliance with the Company's internal controls;
- misrepresentation or false statement to or by a senior officer or accountant regarding a matter contained in the financial records, financial reports or audit reports of the Company;
- any attempts to mislead or improperly influence the Company's independent auditor in the course of the performance of their audit;
- deviation from full and fair reporting of the Company's financial condition, such as material misrepresentations or omissions with respect to the Company's business, financial condition, results of operations or cash flows, in public disclosures of the Company's financial position and prospective reports;
- improper expenditure of Company funds;
- improper use of Company property (including disclosure of proprietary information);
- use of non-public Company information to trade in securities; or
- any other violations of the Code.

Treatment of Complaints

- Complaints relating to violations of the Code or any other matters will be reviewed initially by the General Counsel or his or her designees, which may include Internal Audit and/or Human Resources. The General Counsel may delegate the oversight of any complaint to Internal Audit or such other persons as the General Counsel determines to be appropriate.

- Upon receipt of a complaint, the General Counsel, in consultation with Internal Audit, as necessary, will (i) determine whether the complaint pertains to an accounting or auditing matter, or whether it pertains to violations of the Code or other relevant matters and (ii) when possible, acknowledge receipt of the complaint to the sender.
- Complaints relating to accounting and auditing matters will be reviewed under Audit Committee direction and oversight by the General Counsel, Internal Audit or such other persons as the Audit Committee determines to be appropriate.
- After initial review, the Audit Committee or General Counsel, as applicable, will determine whether the matter warrants an investigation and will oversee any such investigation. If the matter appears to be significant, the General Counsel will discuss at any time the concerns raised with the Audit Committee or the Chair of the Audit Committee.
- The person(s) authorized to conduct the investigation will report to the Audit Committee in a timely manner all findings of fact, conclusions and proposed recommendations for remedial actions, if any.
- Prompt and appropriate corrective action will be taken as and when warranted in the judgment of the Audit Committee or the General Counsel, as applicable.
- The Company will not directly or indirectly, discharge, demote, suspend, threaten, harass or in any manner discriminate against any employee in his or her terms and conditions of employment based upon any lawful complaint made by such employee in good faith with respect to accounting and auditing matters or violations of the Code or other relevant matters.
- Confidentiality will be maintained to the fullest extent possible, unless otherwise consented to by the employee, as may be necessary to conduct a thorough investigation or as required to be disclosed by law.

Reporting and Retention of Complaints and Investigations

- The General Counsel will maintain a log of all complaints, tracking their receipt, any investigation and resolution and shall prepare a periodic summary report on at least a semi-annual basis for the Audit Committee. Copies of complaints and such log will be maintained in accordance with the Company's document retention policy.

Reporting Complaints to Governmental Agency

All employees have the right to:

- Report possible violations of state or federal law or regulation that have occurred, are occurring, or are about to occur to any governmental agency or entity or self-regulatory organization;
- Cooperate voluntarily with, or respond to any inquiry from, or provide testimony before any self-regulatory organization or any other federal, state or local regulatory or law enforcement authority;
- Make reports or disclosures to law enforcement or a regulatory authority without prior notice to, or authorization from, the Company; and
- Respond truthfully to a valid subpoena.

Every employee has the right to not be retaliated against for reporting, either internally to the Company or to any governmental agency or entity or self-regulatory organization, information which he or she reasonably believes relates to a possible violation of law. It is a violation of federal law to retaliate against anyone who has reported such potential misconduct either internally or to any governmental agency or entity or self-regulatory organization. Retaliatory conduct includes discharge, demotion, suspension, threats, harassment, and any other manner of discrimination in the terms and conditions of employment because of any lawful act the employee may have performed. It is unlawful for the Company to retaliate against an employee for reporting possible misconduct either internally or to any governmental agency or entity or self-regulatory organization.

Notwithstanding anything contained in this policy or otherwise, an employee may disclose confidential Company information, including the existence and terms of any confidential agreements between the employee and the Company (including employment or severance agreements), to any governmental agency or entity or self-regulatory organization.

The Company cannot require an employee to withdraw reports or filings alleging possible violations of federal, state or local law or regulation, and may not offer an employee any kind of inducement, including payment, to do so.

An employee's rights and remedies as a whistleblower protected under applicable whistleblower laws, including a monetary award, if any, may not be waived by any agreement, policy form, or condition of employment, including by a predispute arbitration agreement.

Even if an employee has participated in a possible violation of law, he or she may be eligible to participate in the confidentiality and retaliation protections afforded under applicable whistleblower laws, and may also be eligible to receive an award under such laws.

The Audit Committee may revise or amend this policy as necessary or appropriate.

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW
Lucid Group, Inc's**

**Policy For Reporting Concerns Related To
Accounting, Auditing And Ethical Violations
(Whistleblower Policy)**

I, Andrew Sharp, acknowledge that I have received, read, understand, and will comply with Lucid Group, Inc.'s Policy for Reporting Concerns Related to Accounting, Auditing, and Ethical Violations (Whistleblower Policy).

Andrew Sharp

Andrew Sharp (Feb 28, 2022 17:30 PST)

SIGNATURE
Andrew Sharp

PRINTED NAME
Feb 28, 2022

DATE






Lucid_Documents_Andrew Sharp

Final Audit Report

2022-03-01

Created:	2022-02-28
By:	Rachel Brownfield (rbrownfield@tripleco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5cY74bJliwfMFUVw2tdNY44YWmZLZxev

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