

GENERAL LEASING TERMS AND CONDITIONS

AS PART OF PORSCHE DRIVE

Operated by USP Partner AG (« the lessor »)

1. Vehicle owner

1.1. *The owner of the vehicle is*

Porsche Schweiz AG

Blegistrasse 7

6343 Rotkreuz

Switzerland

2. Withdrawal, no show, Co-Lessees

2.1. *The Lessee may withdraw a reservation free of charge up to 24 hours before the start of the lease. In the event of a later withdrawal, the Lessee shall pay a withdrawal fee to cover the costs incurred by the Lessor in accordance with the schedule of fees (see clause 7.4) in the reservation confirmation, which will be charged to their credit card.*

2.2. *If the Lessee fails to take delivery of the vehicle within 30 minutes of the agreed time ("no show"), the Lessor may lease the vehicle to another customer. If the Lessee does not take the vehicle, the lessee must pay the agreed lease price. The Lessor shall, however, offset the amount it has saved in costs or gained by leasing the vehicle to another customer or has willfully omitted to gain.*

3. Conclusion of the lease agreement, Co-Lessees, taking delivery of vehicle

3.1. *The lease agreement is concluded when delivery of the vehicle is taken. It is permissible to make provision in the lease agreement for the vehicle to be driven not only by the Lessee but also by other drivers (hereinafter "Co-Lessees"). The Co-Lessees and the Lessee shall be jointly liable to the Lessor.*

3.2. *The following prerequisites are conditions for the conclusion and continuance of the lease agreement and must be in place upon taking delivery of the vehicle and during the entire period of use:*

- *The Lessee must present a driving license that is valid for the vehicle in Switzerland, a credit card in their own name that is valid for at least three more months and a valid identity card or passport.*
- *A valid registration certificate is necessary for a lease. An EU driving license is required for Lessees from the European Union. For all non-EU-citizens (except for Switzerland) an international driving license is required.*

- *The Lessee must be at least 25 years old and have been in possession of the necessary driving license for at least five years.*

These prerequisites also apply to Co-Lessees.

- 3.3. *The Lessee shall personally check the proper condition of the vehicle upon taking delivery of it.*

4. Use of the vehicle, prohibition of alcohol, contractual penalties, international travel restrictions

- 4.1. *The Lessee must report any complaints about the vehicle immediately. The Lessee shall also check the oil and coolant levels and the tire pressure.*
- 4.2. *The Lessee is obligated to treat the vehicle responsibly and in accordance with instructions and the operating manual. The vehicle shall be properly locked whenever it is parked; in the case of convertibles, the top shall be closed. Smoking is prohibited in the vehicle and animals shall not be carried. In the event of non-compliance with these provisions, the Lessor may impose a cleaning charge in accordance with the schedule of fees. The cleaning charge shall also be due in the event of excessive soiling of the vehicle.*
- 4.3. *The vehicle may only be driven by the Lessee or Co-Lessees. Allowing third parties to use the vehicle is prohibited, and sub-leasing particularly so. The 0.0% alcohol limit applies - driving under the influence of alcohol is strictly prohibited.*
- 4.4. *The Lessee shall take responsibility for other drivers' conduct as if for their own.*
- 4.5. *The vehicle may only be used in accordance with the legal and official regulations, and only on public roads; Swiss traffic law, or the equivalent provisions in other countries, shall be complied with at all times. The vehicle shall never be used for purposes of motor sport, specially for events in which top speed must be reached or for practice driving for such events, even if such driving is permitted for the general public (for example on race tracks such as the Nürburgring or Hockenheimring) or in driving tests or driving safety training sessions. In the event of non-compliance, the Lessor may demand a contractual penalty in the amount of CHF 2,000. The Lessor reserves the right to make further claims for compensation.*
- 4.6. *Transporting hazardous substances within the meaning of the Swiss Regulation Concerning the Transportation of Dangerous Goods by Road (SDR) is prohibited, as is any use for paid commercial passenger transport. Use of the vehicle is only permitted for private purposes and any use for commercial purposes is expressly prohibited. A further prohibition applies to any modification or upgrading of the technical equipment.*
- 4.7. *Use of the vehicle outside of Switzerland is only permitted in the Member States of the European Union, in Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino and Vatican City. Higher than usual levels of caution must be exercised when travelling in*

Southern France, Italy, the Czech Republic, Hungary, Poland, Slovakia, Bulgaria, Romania, Slovenia, Croatia, Estonia, Latvia, Lithuania, Cyprus and Malta to counter the increased risk of theft in those areas (e.g. only parking in monitored car parks, using a steering-wheel lock). Non-compliance may result in the Lessor taking action against the Lessee in the event of damage.

Travelling to other countries is strictly prohibited.

- 4.8. Non-compliance with the above provisions represents serious breach of the lease agreement and entitles the Lessor to immediate dismissal for good cause. Any other claims on the part of the Lessor, in particular compensation claims, remain unaffected.

5. **Faults, breakdowns, repairs**

- 5.1. If the vehicle displays a warning message, if it has a fault or breaks down, or if a repair must be carried out, the Lessee shall immediately

Call the Porsche Assistance 24-hour emergency number

within Switzerland: 0800 / 724 911

from outside Switzerland: +41 / 800 724 911

as well as Porsche Drive Rotkreuz

within Switzerland: 041 / 487 91 52

from outside Switzerland: +41 / 41 487 91 52

in order to agree a further course of action. The Lessee shall not commission its own trouble-shooting or repair work.

6. **Fuel**

- 6.1. The Lessee receives the vehicle with a full fuel tank. It shall return the vehicle with a full fuel tank. If not, the Lessor will invoice the Lessee for refueling the vehicle and the necessary fuel. The Lessor's schedule of fees applies as displayed at the rental station, apply.

- 6.2. In the event that the vehicle is filled with the incorrect fuel, the Lessee shall be liable for the repair costs and any damages.

7. **Hire charge**

- 7.1. The hire charges shall be paid by debiting the Lessee's credit card. By signing, the cardholder empowers the Lessor to debit the whole invoice amount from their account with the credit card provider. This entitlement also applies to additional charges as a result of hire charge corrections, damages, return-drive costs, loss of key and traffic infractions in accordance with the lease agreement and these terms and conditions. The credit card may be debited up to six months after the return of the vehicle, especially in the case of refueling and repair costs.

- 7.2. *The Lessee shall pay a security deposit at the start of the lease period in order to meet its obligations. The amount of the security deposit depends on the vehicle and the lease duration. The Lessor is not obliged to invest the security deposit separately from its assets. The security deposit shall not be subject to interest. The security deposit shall also be debited from the Lessee's credit card.*
- 7.3. *As an alternative to debiting the credit card, the Lessor may order the blocking of an amount corresponding to the security deposit, even if this is beyond the credit facilities that the Lessee has been granted by their credit card provider.*
- 7.4. *Additional fees:*
- *Driven km over free kilometer flat rate: CHF 1.50 per km*
 - *Fuel costs (when returned without a full tank): CHF 2.50 per hour*
 - *No show (in default of taking delivery with a reservation): CHF 50.00*
 - *Special cleaning: CHF 250.00 plus additional charge*
 - *Delivery and return charges: CHF 5.00 per km plus additional charge (except car breakdown)*
 - *Loss of key: CHF 2'500.00*
 - *Late return without previous notice: Fee of additional duration of lease plus 50% of the lease fee*
 - *Deductible/security deposit: CHF 2'000.00*

8. Lessees, vehicle return

- 8.1. *The lease agreement ends on expiry of the agreed lease period. If the Lessee continues to use the vehicle after the expiry of the agreed lease period, the lease relationship shall not be considered to have been extended; article 266 (2) of the Swiss Code of Obligations (OR) does not apply.*
- 8.2. *If the Lessee fails to return the vehicle properly on the expiry of the agreed lease period, the Lessor may demand a fee of at least the amount of the previously agreed rental interest as a usage compensation; if the Lessee is responsible for the retention, they shall additionally owe 50% of the agreed rental interest. Any other compensation claims remain unaffected.*
- 8.3. *The vehicle shall be returned by the Lessee to*

Porsche Drive Rotkreuz

Blegistrasse 7

6343 Rotkreuz

Switzerland

during Porsche Drive's regular business hours. Returns before or after opening hours are only possible when agreed to in advance and with a written confirmation. The lessee is held fully responsible for damages until the official handover by Porsche Drive when handing over the vehicle before or after opening hours.

- 8.4. *If it is necessary to return the vehicle to the rental office, the Lessor shall invoice the Lessee a return-drive fee in accordance with the schedule of fees plus other necessary costs (e.g. towing costs, travel to vehicle location, fuel costs).*
- 8.5. *If the key is lost, the Lessor shall charge a fee to the Lessee in accordance with the schedule of fees*
- 8.6. *The Lessee and Co-Lessees shall be jointly liable in the event of failure to comply with the vehicle-return obligation.*
- 8.7. *If the vehicle is not returned as agreed, the Lessor expressly reserves the right to file charges and have the vehicle seized by the police.*

9. Assurance

- 9.1 *A motor vehicle liability insurance policy is included in the package, as is legally compulsory in Switzerland. Items inside or on the vehicle are not covered by this*

10. Bon à valoir

- 10.1 *The voucher can be redeemed when leasing a Porsche in the course of Porsche Drive (operated by USP Partner AG). The possible remaining balance after lease can be redeemed for further Porsche Drive Rotkreuz rides. Neither the value of the voucher nor the possible remaining balance will be cashed out. Please note the cancellation policy. The voucher must be presented. Porsche Drive (operated by USP Partner AG) assumes no liability for lost or stolen vouchers that are redeemed illegitimately. Replacement of the voucher when lost or destroyed is not possible.*
- 10.2. *The voucher can only be redeemed in the country it was bought.*

11. Lessor's liability

- 11.1 *Any liability on the part of the Lessor for damages of any kind such as, in particular, indirect and consequential damages that are caused to the Lessee as a result of or in connection with the leasing of the vehicle, are completely excluded to the extent legally permissible. The Lessor's liability is based on the applicable law insofar as its liability cannot be fully or partially excluded in the event of willful intent or gross negligence, Personal injuries, claims based on the Swiss Product Liability Act (PrHG) or claims derived from the absence of features that are guaranteed or necessary for the expected use of the vehicle*

11.2. *The Lessor accepts no liability for items that are left behind when returning the vehicle; this does not apply in the event of willful intent or gross negligence.*

12. Lessee's liability, liability réduction

12.1. *The hire charge includes a reduction of the Lessee's liability for damages to the vehicle and loss of the vehicle to a set co-payment amount. This "comprehensive insurance" means that the Lessee and the Co-Lessees are liable for damages up to an amount equivalent to the agreed co-payment.*

The liability reduction does not, however, apply if the damages have been intentionally caused by the Lessee or Co-Lessees. If the damages were caused by gross negligence, the Lessor may cut back the liability reduction by an amount corresponding to the seriousness of the culpability. Furthermore, there is no claim to liability reduction if one of the obligations to be met by the Lessee or Co-Lessee (especially the notification requirements as per clause 13) have been intentionally breached. In the event of breach of obligations due to gross negligence, the Lessor may cut back the liability reduction by an amount corresponding to the seriousness of the culpability. Insofar as the breach of the obligation is not the cause of either the occurrence of the case of liability or for its discovery or the extent of the liability reduction, the Lessor shall remain obliged to reduce the liability; this does not, however, apply if the obligation was maliciously breached.

The contractual liability reduction only applies for the agreed term of the lease. It does not apply if the vehicle is driven by a third party, that is to say by someone who is neither the Lessee nor a Co-Lessee. It only applies in the event of damages in a country in which it is permissive to use the vehicle as per clause 4.7.

12.2 *The Lessee has unlimited liability for any breaches caused by them or by the Co-Lessees against legal provisions, especially traffic and public order regulations. This also applies to breaches committed on or with the termination of the lease term, such as parking the vehicle in a chargeable parking space without paying. The Lessee indemnifies the Lessor against all penalties or fines, fees and other costs that government bodies or other authorities impose on the Lessor or vehicle owner due to any such breaches. The Lessor will charge an administrative fee for any enquiry in accordance with the schedule of fees as compensation for the administrative expenses that the Lessor incurs for Processing enquiries or for charges from prosecuting authorities or other third parties for any infractions, criminal offences or other problems during the lease period. The Lessee remains free to prove lower costs and/or damages; the Lessor remains free to prove higher costs and/or damages.*

12.3 *Damages to brakes, breakdowns and breakages are not considered accidents.*

13. Notification requirements in the event of accident, theft and damages

- 13.1. *The Lessee or Co-Lessee shall inform the police immediately of any accident, theft, tire, damage caused by wild animals or other damage. In the event that the police cannot be reached by telephone, the damage shall be reported to the nearest police station. This also applies if the vehicle has only been slightly damaged as well as in the event of an accident for which the driver is to blame without any involvement by third parties.*
- 13.2. *In the event of any damage to the vehicle the Lessee is obligated to immediately inform the Lessor, by telephone and in writing, of all details of the event that led to the damage. The accident report form provided to the Lessee should be used for this, with all points completed carefully and truthfully.*
- 13.3. *The Lessee and Co-Lessee shall take any measures necessary and advisable for the resolution of the damage event. They must answer the Lessor's questions completely and truthfully and they must not leave the site of the accident until it has been possible to make the necessary assessments.*
- 13.4. *The Lessor shall not take any actions or submit any explanations by means of which he or she accepts blame for an accident or damage.*

14. Termination

- 14.1. *Both parties are entitled to terminate the lease agreement in accordance with legal provisions. The Lessor may, in particular, terminate the lease agreement extraordinarily and without notice for the following reasons:*
- *Inappropriate and prohibited use of the vehicle, especially in contravention of 4.5, 4.6, 4.7;*
 - *Involvement in a criminal offence.*

15. Data protection

- 15.1. *The Lessor shall collect and process Personal data concerning the Lessee and Co-Lessees insofar as this is necessary for the implementation and handling of the lease agreement. To this end, the Lessor will also transfer Personal data to Porsche Schweiz AG.*

16. Applicable law, jurisdiction

- 16.1. *Swiss law applies to the exclusion of international private law. The competent courts at the Lessor's place of business are agreed to be exclusively valid for any disputes arising from or in connection with this lease agreement and with this contractual clause, unless the Lessee can invoke another mandatory jurisdiction. This also applies in cases in which the Lessee has no domestic, general jurisdiction, in which they have moved their habitual residence abroad after the conclusion of the contract, or in which neither the address nor*

the habitual residence of the Lessee is known at the time of the lawsuit. However, the Lessor is also entitled to file a suit at the Lessee's place of residence or business.

17. Full or partial invalidity

17.1. *The full or partial invalidity or nullity of one or more provisions of this lease agreement between the Lessor and the Lessee or of these lease conditions shall not affect the validity of the remaining provisions. Any provisions that are or have become invalid shall, when applying this agreement, be replaced by ones that most closely approximate the intended purpose of such provisions.*
