

**Porsche Drive
Master Daily Rental Agreement
("Agreement")**

Between:

Porsche Drive Canada, Ltd.
165 Yorkland Boulevard, Unit 150
Toronto, ON M2J 4R2
Phone: +1 (833) 940-2105
Text: +1 (647) 951-7072
info@porschedrive.ca

(referred to herein as "PDCL", "we", "our" or "us")

and

User First Name/ Last Name:

User Address:

User Phone Number:

User Email Address:

(referred to herein as "you" or "your").

This Agreement is entered into between you and PDCL, through one of its authorized and licensed Canadian Porsche dealers (each, a "**Porsche Centre**") acting as agent for PDCL, for participation in the Porsche Drive: Daily Rental Program for the use and custodianship of the Vehicle made available to you hereunder (the "**Program**"). Subject to Vehicle availability and the other terms and conditions hereof, this Agreement gives you the right during its term to rent a Vehicle.

For the purposes of this Agreement, "**Vehicle**" means any of the vehicles that are made available by us through a Porsche Centre, acting as agent for us, for use by you under this Agreement including, without limitation, everything that is provided to you with the vehicle (such as electronic toll passes, car chargers and other vehicle accessories), all software and applications used in connection with the vehicle and the Program, tires, tools, equipment, plates and documents.

WARNING: THE VEHICLE IS DUE BACK AT THE TIME PROVIDED BY PDCL OR IMMEDIATELY UPON DEMAND BY US, WHICHEVER SHALL FIRST OCCUR.

FAILURE TO RETURN THE VEHICLE ON TIME MAY RESULT IN PROSECUTION AND CONVICTION FOR THEFT AND/OR CONVERSION IN ACCORDANCE WITH APPLICABLE LAW.

1. ELIGIBILITY

1.1. Overview. To be eligible to rent and drive the Vehicle, you must at all times:

- be at least twenty-five (25) years of age;
- hold an unencumbered driver's licence valid for use in the jurisdiction(s) in which you will use the Vehicle;
- have a driving record that is acceptable to PDCL, including but not limited to: less than two (2) major violations; less than four (4) minor violations; and, zero (0) criminal violations, each as defined by us on the App;
- have an authenticated mobile phone number;
- be a named insured under a valid automobile insurance policy that provides adequate coverage or that is endorsed to provide adequate coverage for rented or non-owned automobiles (including the Vehicle);
- have an acceptable credit score, in PDCL's sole discretion;
- have a clear criminal record; and
- have a valid credit card with a name on the card that is identical to your name.

You hereby represent and warrant that you meet the eligibility requirements described above. For greater certainty you are permitted to operate the Vehicle only if you meet and continue to meet the eligibility criteria noted above during the period when you take possession of a Vehicle until that Vehicle is returned to (or recovered by) the Porsche Centre, which shall not exceed thirty (30) days.

We reserve the right to request additional information from you, such as your proof of address, at any time.

1.2 Reporting Obligations.

You will report, as soon as practicable, but in no event more than twenty-four (24) hours after such change, any change in any information that you provided to us during the application process (including any update to your address, email address, phone number and payment method details).

You will report, as soon as practicable, but in no event more than twelve (12) hours after such change, any change in your satisfaction of the eligibility criteria (including, without limitation, if your licence becomes suspended/revoked/invalid, if you have any further endorsements, violations or accidents on your driving record, or if you are convicted of or receive a citation or summons for driving under the influence of alcohol or drugs, distracted driving, dangerous or reckless driving).

2. VEHICLE USE

2.1. Secondary Drivers. Only you may drive a Vehicle under in this Program. All other persons, regardless of the circumstances, are expressly prohibited from driving the Vehicle at any time.

Notwithstanding the foregoing, professional valet services for the Vehicle will not be deemed a breach of this section.

2.2. Rental Period. The time during which you take possession of the Vehicle until the time at which the Vehicle is due to be returned to PDCL is the “**Rental Period**”. You agree to return each Vehicle at the date, time, and place conveyed to you via email and/or text, and as set out in the Porsche Drive website application (the “**App**”). You may extend the Rental Period for a Vehicle if you obtain PDCL’s consent before the end of the Rental Period. However, each Rental Period for a Vehicle may not exceed a total of thirty (30) days under any circumstances. **You acknowledge and agree that your daily rate, taxes, fees, charges, surcharges and other amounts payable may be subject to change if you maintain possession of the Vehicle beyond the Rental Period.**

2.3. Vehicle Use. You must always use the Vehicle in accordance with all applicable laws, manufacturer’s instructions (including the vehicle manual) and the terms of this Agreement. We may report any use of the Vehicle or other activities that we believe are in violation of law to the authorities at any time. In addition, **the operation or use of the Vehicle under the following conditions is strictly prohibited (collectively, “Prohibited Uses”):**

- a) for any business purpose, including, without limitation, leasing the Vehicle to another person, transporting people or goods in commerce or operating a taxi, limousine, shuttle, livery, sightseeing vehicle, bus, coach, or other chauffer-driven vehicle, for the purposes of ride-sharing, ride-hailing, pick-up and/or delivery, or to provide a transportation network service;
- b) transporting or driving the Vehicle to or in any place outside of the province where this Agreement was executed, without PDCL’s prior written approval;
- c) on unpaved, unimproved or impassable roads or on roads that are not regularly maintained by the transportation department or a municipality, provided, however, that you may drive on unpaved or unimproved roads as long as such driving would not otherwise constitute imprudent use, misuse or abuse of the Vehicle;
- d) to carry explosives;
- e) to carry radioactive material for research, education, development, industrial or other related purposes; or
- f) in any reckless, imprudent, negligent, abusive or abnormal manner for using a Vehicle.

In addition, you understand that engaging in a Prohibited Use may result in there being no insurance coverage available to you under any policy(ies) held by us and that you may otherwise be entitled to through your participation in the Program. You acknowledge and agree that in such circumstances, we reserve the right to pursue you for any loss or damage that we may suffer as a result of you engaging in a Prohibited Use.

3. PROGRAM PARTICIPATION

3.1. No Additional Right to the Vehicle. You understand and agree that we are and will continue to be the owner of all Vehicles. You are not acquiring any ownership interest, right, or title in or to any Vehicle, including, without limitation, any option to purchase one or more

Vehicles. Your operation of, and rights in relation to, any Vehicle are limited to those rights of use stated in this Agreement and subject to the terms and conditions of this Agreement and as set out in the App.

3.2. Loss or Damage. At delivery and return of a Vehicle, our representative will conduct a “walk around” visual inspection of the interior and exterior of the Vehicle with you to identify any visible damage to the Vehicle. **You acknowledge and agree that, except where Quebec laws prohibit us from pursuing you for any loss or damage to the Vehicle caused by you, you are solely responsible for any loss of the Vehicle and/or any damage to the Vehicle beyond normal wear and tear during the Rental Period.**

3.3. Vehicle Maintenance. We have the right request the return, and remove, any Vehicle from service and availability at any time and for any or no reason. You agree that you will immediately return the Vehicle upon such request.

Only we are permitted to modify or repair Vehicles. PDCL will arrange to perform all maintenance on the Vehicles. Notwithstanding the foregoing, where expeditious maintenance is required to keep the Vehicle roadworthy (e.g. repair of a flat tire), you may arrange to have the Vehicle repaired by an entity other than PDCL with PDCL’s express prior consent.

You shall not operate any Vehicle that you believe may be unsafe to operate. You must immediately notify us of any potential safety defect, any abnormality during operation, any damage, or any other concern you identify in a Vehicle by contacting us by phone, text or email. Failure to report such problems will result in you being held responsible for any damages resulting from continued use of the Vehicle despite such irregularities.

4. VEHICLE INSURANCE.

4.1. Insurance Coverage. We will comply with applicable automobile insurance laws by obtaining insurance coverage for the Vehicle for your benefit. If you have complied with all of the terms and conditions of this Agreement, then our obligation to arrange for you to be insured under our automobile insurance policy insuring the Vehicle is limited to the applicable provincial or territorial minimum insurance requirements save and except that we may, in our sole discretion, elect to purchase additional coverage.

Our automobile insurance policy contains exclusions, conditions and limitations applicable to anyone claiming coverage thereunder, and you hereby agree to be bound by them.

No other insurance is provided by us. Use of a Vehicle in violation of the terms and conditions of this Agreement may disqualify you from the coverages available under the automobile insurance policy insuring the Vehicle.

4.2. Your Additional Payment Obligations. If any accident occurs or loss or damage is suffered in respect of the Vehicle or any person involved in an accident with the Vehicle (a) by reason of your fault or the fault of any driver of the Vehicle, in whole or in part, or (b) if fault for any such accident, loss or damage cannot be determined, you agree to be held solely responsible

for any such accident, loss or damage. You agree that we have the sole and absolute discretion to decide whether a claim for such accident, loss or damage will be submitted to our insurer for coverage. If we choose to not submit a claim for coverage, you will remain responsible for the accident, loss and/or damage. If we choose to submit a claim for coverage, you will remain responsible for reimbursing us for any amount we are required to pay or bear in connection with such a claim, including amounts captured by any policy deductible or any uninsured amounts, whether on account of damage to the Vehicle, the costs of defending against third-party claims, any other amounts we must pay pursuant to a settlement or judgment of any third-party claims, or any other uninsured amounts.

We are not responsible for any loss of, or damage to, any personal property (including data contained therein) of you, passengers or other third parties, and no insurance coverage is provided in connection with same.

4.3. Your Additional Obligations. If an accident involving the Vehicle occurs, whether such accident causes loss or damage to the Vehicle or any person involved in an accident with the Vehicle, you must report this accident to us immediately. In this report, you must advise us of the following, to the best of your knowledge: (a) the probable cause of the accident; (b) the nature and extent of the damage; (c) the location of the Vehicle and any other property involved in the accident; (d) the make, model year and license plate(s) of any other vehicles involved in the accident; (e) the names and other contact information of any driver(s) and owner(s) of any other vehicles involved in the accident; and (f) any other relevant information. If we elect in our sole and absolute discretion to submit a claim for such accident to our insurer for coverage, you agree to provide us with any documents related to the accident. If our insurer requires it, you agree to sign a sworn declaration relating to any information set out above. More generally, you agree to cooperate fully with PDCL, its insurance company, and their respective representatives in the investigation and/or defense of any claim, lawsuit or proceedings arising from any accident or incident. You must immediately deliver to PDCL every process, notice, summons, letter, pleading or other document relating to any claims, lawsuits and proceedings related to such accident or incident. PDCL may suspend or terminate any or all of your rights under this Agreement, until any investigation, claim, lawsuit or proceeding relating to such accident or incident has been concluded. In providing information to us or our insurer under this Section or elsewhere under this Agreement, you shall refrain from making any deceitful representations. At no point after an accident involving the Vehicle occurs shall you settle or attempt to settle any third-party claims relating to the accident. Nor shall you comment on either of your potential liability to any third party.

4.4. Insurance Proceeds Received by You. To the extent permitted by applicable law, if any compensation or insurance proceeds are paid to you in respect of loss of or damages to the Vehicle, then you must immediately pay or transfer such funds to us.

You acknowledge and agree that any accident or incident involving the Vehicle may be reported to the applicable insurance company or any rating agency.

4.5. Power of Attorney. You hereby irrevocably appoint and constitute us as your true and lawful attorney, from time to time, with full power of substitution, and with full power and

authority to, on your behalf, (a) make or pursue any insurance claim against your insurer if (i) there is any loss of or damage to the Vehicle and you fail to promptly pay to us the full amount of our loss and damages, or (ii) any liability claims are made against us in connection with your use, operation or possession of the Vehicle and you fail to fully indemnify, defend and hold us harmless from such claims, and (b) endorse your name to entitle us to receive insurance payments directly from the applicable payor.

4.6. Survival. This Section 4 will survive the expiration or termination of this Agreement.

5. RENTAL FEES; PAYMENT TERMS

All fees stated herein are exclusive of applicable taxes and any other government levies. You must provide a valid credit card in your name to rent the Vehicle. You authorize us to charge your credit card for payment of the Rental Fee and any other amount owing by you from time to time arising under or pursuant to this Agreement (including Other Fees). Our collection and use of your credit card information will be in accordance with applicable privacy laws.

5.1. Rental Fee. You agree to pay PDCL the rental fees associated with the Vehicle (as detailed on the App) plus all applicable taxes and the Other Fees identified in this Agreement below (collectively, the “**Rental Fee**”).

All daily rates are based on a twenty-four (24) hour period beginning on the date and time noted in the App. PDCL charges for “full days” only, which means that you will be charged for one day every twenty-four (24) hours, even if you return the Vehicle during the twenty-four (24) hour cycle.

You will be charged the Rental Fee for each day that you retain possession of the Vehicle.

The payment method you provided to PDCL will be charged automatically for the Rental Fee upon or following your return of the Vehicle.

5.2. Other Fees. You are responsible for the purchase of all fuel for the Vehicle. If PDCL refuels a Vehicle on your behalf, you will be charged for the amount of such refueling. In addition, you will be responsible for the following fees, as applicable (collectively, the “**Other Fees**”):

- a) Cleaning Fee to restore the Vehicle to the condition it was in prior to your possession;
- b) Toll fees, which will be paid by PDCL on your behalf and charged back to you;
- c) All fines, penalties, and third party charges. If PDCL pays any such fines, penalties or charges on your behalf, these amounts will be charged back to you and you will also be charged an administrative fee of \$100.
- d) Fees associated with PDCL repossessing or recovering the Vehicle for any reason (including any towing, storage, and impound charges), including reasonable legal fees on a full indemnity basis.
- e) Fees associated with collecting the Rental Fee and the enforcement of this Agreement, including reasonable legal fees on a full indemnity basis.

- f) Fees for exceeding the kilometer allowance specified for the Vehicle in the App, at a rate of \$1/km.
- g) In the event of any accident, loss or damage, an amount of \$5,000 for either the insurance policy deductible, if PDCL chooses to submit a claim, or the first amount payable towards the loss/damage.

5.3. Payment Default. If there is a default on payment for any amounts owing or arising under or pursuant to this Agreement, and you do not cure such default within thirty (30) days of the default occurring, we will exercise all remedies including reporting such default to the appropriate credit agency.

5.4. Survival. This Section 5 will survive the expiration or termination of this Agreement.

6. RESPONSIBILITY FOR LOSS AND DAMAGE; INDEMNITY

Notwithstanding any provision set forth in this Agreement to the contrary, and to the fullest extent permitted by applicable law, you agree that you are responsible and liable for any and all loss (including, without limitation, theft) and damage (including, without limitation, those resulting from property damage, bodily injury or death) that is caused by you or the Vehicle during a Rental Period. **Your liability shall include, without limitation, the full value of any loss or damages caused to third parties or their property.**

To the fullest extent permitted by applicable law, you irrevocably and unconditionally agree that you will indemnify and hold harmless us and our affiliates and, where applicable, any third party suppliers or subcontractors, and our and their respective present and former directors, officers, shareholders, employees, contractors, suppliers, agents, successors and assigns (we and such other persons being hereinafter referred to as the **“Porsche Indemnitees”**), and each of them, from and against any and all claims, demands, actions, suits, proceedings, damages, losses, fines, penalties, costs, expenses (including, without limitation, any lawyer’s fees on a full indemnity basis), obligations and other liabilities of any nature whatsoever, whether foreseen or unforeseen, which may be made or brought against any of the Porsche Indemnitees or of which any of the Porsche Indemnitees may suffer or incur arising out of or relating to: (a) any personal injury or death or property damage suffered by any person or persons as a result of or in any way connected to the selection, possession, use, operation and return of the Vehicle; (b) any breach of this Agreement by you; (c) anything done or omitted to be done (or purported to be done or omitted to be done) by you or any other driver, in connection with the Vehicle or this Agreement; and, (d) each rental transaction identified in the App. The foregoing indemnification rights and obligations will survive any termination or expiration of this Agreement.

7. LIMITATIONS OF LIABILITY AND DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL PORSCHE INDEMNITEES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR INCONVENIENCE,

LOSS OF USE, TIME, REVENUE, PROFIT OR ANTICIPATED PROFIT, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, OR LOSS OF OR DAMAGE TO ANY PROPERTY OR FOR ANY THIRD-PARTY CLAIMS AGAINST YOU OR ANY OTHER DRIVER, ARISING FROM OR RELATED TO THIS AGREEMENT, YOUR PARTICIPATION IN THE PROGRAM OR YOUR OPERATION OF A VEHICLE, AND WHETHER OR NOT THE POSSIBILITY OF SUCH LOSS OR DAMAGES WAS DISCLOSED TO OR REASONABLY COULD HAVE BEEN FORESEEN BY YOU. Without in any way limiting the generality of the foregoing, to the fullest extent permitted by applicable law, Porsche Indemnitees will have no liability for any accessories in or to the Vehicle, whether supplied or installed by us or by you (for example, luggage racks, bicycle racks, baby seats and the like), and in all cases, you are responsible for the safe installation of such accessories and must check the condition of such accessories before each use.

The foregoing limitations on our liability under this Agreement shall (a) apply regardless of the basis of the claim or form of action including, without limitation, negligence or other tort, or breach of contract, and (b) survive the termination or expiration of this Agreement.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU TAKE POSSESSION OF VEHICLE AS IS, AND PORSCHE INDEMNITEES EXPRESSLY DISCLAIM AND EXCLUDE AND SHALL NOT BE BOUND BY ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE VEHICLE, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABLE QUALITY.

8. TERM AND TERMINATION; REPOSSESSION OF VEHICLE

8.1. Term and Termination. This Agreement will commence on the date of the last signature below and will expire at the end of the applicable Rental Period or when the Vehicle is returned to us, whichever is later.

Your right to possession of the Vehicle terminates at the end of the applicable Program Period. If you retain possession of the Vehicle past the Program Period without PDCL's prior express consent, this will trigger PDCL's repossession remedy, regardless of whether payments have been made by you, in PDCL's sole discretion.

8.2. Termination by us. We may terminate this Agreement, effective on written notice to you, if:

- (a) you fail to pay any sum when due under your Agreement with PDCL;
- (b) you fail to comply with any term or condition of this Agreement;
- (c) you provide false information to PDCL in connection with this Agreement;

(d) you are involved in an incident with the Vehicle that we believe, in our reasonable discretion, renders you ineligible or inappropriate for continued rights to use a Vehicle or participate in the Program;

(e) you do not take reasonable preventive measures to safeguard the Vehicle (including the key(s) for the Vehicle);

(f) you return any Vehicle excessively dirty (including any odors from smoking or vaping) or with excessive pet hair or soiling or damage caused by an animal; or

(g) you miss a Vehicle reservation or cancel a Vehicle reservation with less than 72 hours' notice.

8.3. Effect of Termination. Upon termination of this Agreement, all of your rights to use the Vehicle and participate in the Program shall immediately terminate. Upon termination of this Agreement or upon our demand, whichever shall first occur, you agree to immediately return the Vehicle (and any of the other property that you received with the Vehicle) in your care, custody, possession or control to the Porsche Centre where you initially retrieved the Vehicle, or to the address specified as your residence if it is within fifty (50) kilometers of such Porsche Centre for our or our agents' or subcontractors' retrieval, as soon as safely practicable but in no event more than twelve (12) hours after termination of this Agreement or upon our demand, as applicable.

8.4. Repossession. To the fullest extent permitted by applicable law: (a) we shall have the right, without demand or other notice, and without court order or other process, and at your cost and expense, to have any Vehicle in your care, custody, possession or control peacefully repossessed at any time and wherever the same may be located, should you violate any of the terms or conditions of this Agreement, or we learn the Vehicle has been abandoned; and, (b) you hereby agree to waive all claims for damages connected with such recovery.

9. PRIVACY

By entering into this Agreement, you represent and warrant to us that you have reviewed, understood and agreed to our Privacy Policy, as it may be amended from time to time, which is incorporated by reference into this Agreement, and is currently available at

<https://www.porsche.com/canada/en/accessoriesandservices/porschedrive/privacy-policy-ca/>.

YOU CONSENT TO THE MONITORING AND RECORDING OF ALL CONVERSATIONS WITH US OR OUR SERVICE PROVIDERS ABOUT THE VEHICLE OR YOUR ACCOUNT, AND YOU RELEASE PORSCHE INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS.

10. MISCELLANEOUS

10.1. Assignment. The rights granted to you under this Agreement are not assignable or transferable, in whole or in part. Any attempt by you to assign or transfer the whole or any part of this Agreement without our prior written consent shall be void and of no force and effect. We may, without your consent, transfer or assign this Agreement, in whole or in part, to one or more affiliates or third parties.

10.2. Severability. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties hereto further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.3. Governing Law. This Agreement shall be governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein.

10.4. Notices. All notices and other communications hereunder (“Notices”) shall be in writing and addressed to each party hereto. Notices to you shall be addressed to the postal address or email address you provided to us in your application or within the App, and Notices to us shall be addressed to our address provided in this Agreement (or Notices shall be sent to such other address that may be designated by the receiving party from time to time). Notices delivered by email shall be deemed to be validly and effectively given upon being sent, unless an undeliverable notice is received by the sender. Notices by personal delivery or courier shall be deemed to have been validly and effectively given when received (on a business day), and Notices sent by certified or registered mail shall be deemed validly and effectively given on the third business day following the day on which same is sent.

10.5. Binding Effect. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and permitted assigns.

10.6. Language. The parties confirm that they have reviewed the French version of this contract and that they have expressly requested that this contract and all correspondence in connection therewith be written in English. Les parties confirment qu’elles ont pris connaissance de la version française du présent contrat et qu’elles ont expressément requis que le présent contrat et toute correspondance s’y rattachant soient rédigés en anglais.

10.7. Counterparts and Electronic Signature. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which together constitute one single document. Each of the parties to this Agreement agree that the electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same legal effect, validity and enforceability as a manually executed signature and/or physical delivery to the full extent provided for under applicable law. Delivery of an executed copy of this Agreement by electronic transmission constitutes valid and effective delivery.

By entering into and accepting this Agreement, you confirm that you have read, understood, and agreed to the terms and conditions of this Agreement and you acknowledge that you have been provided with an express opportunity to accept or decline this Agreement and to correct any errors.

(your signature)

Porsche Centre as authorized agent for
Porsche Drive Canada, Ltd.