

## **Porsche Master Subscription Services Agreement**

Between:

**Porsche Drive Canada, Ltd.**  
**165 Yorkland Boulevard, Unit 150**  
**Toronto, ON M2J 4R2**  
**+1 (888) 490-9077**  
**info@porschedrive.ca**

and

**[Consumer/Member Name]**  
**[address]**  
**[telephone]**

THIS AGREEMENT INCLUDES [SCHEDULE 1](#) AND [SCHEDULE 2](#) and the information provided through the Technology Platform used to access the services provided pursuant to this Agreement.

THIS AGREEMENT IS NOT A LEASE NOR A RENTAL AGREEMENT.

THIS AGREEMENT MAY AUTOMATICALLY RENEW ACCORDING TO THE PROVISIONS HEREOF, AND YOU AGREE THAT WE MAY CHARGE YOUR PREFERRED PAYMENT METHOD ON A THIRTY DAY BASIS, AS MORE FULLY DESCRIBED BELOW. YOU MAY TERMINATE THIS AGREEMENT FOR ANY OR NO REASON BY PROVIDING THIRTY (30) DAYS' PRIOR WRITTEN NOTICE OF YOUR INTENT TO TERMINATE THIS AGREEMENT, IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

WE MAY AMEND THIS AGREEMENT, INCLUDING THE SCHEDULES, IN RELATION TO THE, ELIGIBILITY, AND TERMS OF USE OF VEHICLES. WE MAY AMEND THE TERMS OF THIS AGREEMENT BY PROVIDING YOU WITH 30 DAYS' NOTICE ALLOWING YOU TO TERMINATE THE AGREEMENT IF YOU CHOOSE. IF YOU DO NOT TERMINATE THIS AGREEMENT UPON RECEIVING SUCH NOTICE, THIS AGREEMENT WILL BE AMENDED THE 30TH DAY AFTER NOTICE IS RECEIVED BY YOU, OR SUCH LATER DATE AS SET OUT IN THE NOTICE. YOU THEN HAVE A FURTHER 30 DAYS AFTER THE AMENDMENT COMES INTO FORCE TO TERMINATE THE AGREEMENT. FURTHER, WE MAY AMEND THIS AGREEMENT, INCLUDING THE SCHEDULES, IN RELATION TO THE PRICING OR TERM OF THE PROGRAMS OR ANY SUBSCRIPTION BY MUTUAL CONSENT THROUGH THE TECHNOLOGY PLATFORM.

YOUR VEHICLE COLLECTS, GENERATES AND TRANSMITS DATA THAT IS USED BY US TO PROVIDE THE PROGRAM TO YOU AS FURTHER DESCRIBED IN SECTION 8 (PRIVACY), THE SCHEDULES HERETO AND IN OUR PRIVACY POLICY. YOU ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT AND THE

PRIVACY POLICY IN THEIR ENTIRETY BEFORE SUBMITTING YOUR APPLICATION. IF YOU ENROLL IN THE PROGRAM OR OPERATE THE VEHICLES THAT WE ARRANGE TO BE MADE AVAILABLE TO YOU HEREUNDER, YOU CONSENT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ON BEHALF OF YOU AND ALL OCCUPANTS OF THE VEHICLE TO THE COLLECTION, TRANSMISSION, STORAGE AND USE OF THE DATA DESCRIBED HEREIN. YOU ALSO CONSENT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ON BEHALF OF YOU AND ALL OCCUPANTS OF THE VEHICLE TO WIRELESS COMMUNICATION BEING CONDUCTED IN THE VEHICLE TO ENABLE US AND OUR SERVICE PROVIDERS TO DELIVER SERVICES TO YOU OR OTHER OCCUPANTS OF THE VEHICLE.

This Porsche Master Subscription Services Agreement is entered into between Porsche Drive Canada, Ltd. and the individual accepting this Agreement for participation in the Porsche Drive – Subscription Program and the Porsche Drive - Rental Program (defined below) and for the use and custodianship of one or more of the vehicles that we arrange to be made available to you hereunder. Subject to vehicle availability and the other terms and conditions hereof, this Agreement gives you the right during its term to rent certain vehicles through Porsche Centre affiliates who are then participating in the Program. By clicking to accept this Agreement, as it may be amended from time to time as provided above, you and any Secondary Driver (defined below) agree to comply with and be bound by all of its terms and conditions. This Agreement is effective as of the date of your acceptance.

TO DRIVE SUCH VEHICLES, USE OUR SOFTWARE AND APPLICATIONS, AND PARTICIPATE IN THE PROGRAM, YOU AGREE TO BE BOUND BY THIS ENTIRE AGREEMENT. YOU CANNOT PICK AND CHOOSE CERTAIN PROVISIONS TO AGREE TO AND YOU CANNOT MODIFY THIS AGREEMENT IN ANY WAY YOU MAY NOT PARTICIPATE IN OUR PORSCHE DRIVE - SUBSCRIPTION OR PORSCHE DRIVE - RENTAL PROGRAMS IF YOU DO NOT AGREE TO THIS AGREEMENT.

**WARNING:** THE VEHICLE IS DUE BACK AT THE TIME PROVIDED OR REFERENCED IN THIS AGREEMENT OR IMMEDIATELY UPON DEMAND BY US, WHICHEVER SHALL FIRST OCCUR. FAILURE TO RETURN THE VEHICLE IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT OR THE APPLICABLE RENTAL AGREEMENT MAY RESULT IN PROSECUTION AND CONVICTION FOR THEFT AND/OR CONVERSION IN ACCORDANCE WITH APPLICABLE LAW.

You are applying to participate in one or more of the following Programs that we currently offer:

- Porsche Drive – Multi Vehicle Subscription, which enables pre-approved members to have continuous access to rent Vehicles and the ability to request and exchange rented Vehicles from a fleet through our Technology Platform, subject to availability and in accordance with the terms and conditions of this Agreement and the Porsche Drive - Subscription Terms and Conditions as set forth in Schedule 1.
- Porsche Drive - Rental, which enables customers to rent Vehicles through the Porsche Drive Technology Platform, subject to availability and in accordance with the terms and

conditions of this Agreement and the Porsche Drive - Rental Terms and Conditions as set forth in Schedule 2.

- Porsche Drive – Single Vehicle Subscription, which enables pre-approved members to access a single vehicle for either 30 day or 90 day period. Vehicles can be ordered through our Technology Platform, subject to availability and in accordance with the terms and conditions of this Agreement and the Porsche Drive – Single Vehicle Subscription Terms and Conditions as set forth in Schedule 1.

## 1. DEFINITIONS

In this Agreement, the following definitions apply:

**“Agreement”** means this Porsche Master Subscription Services Agreement and the Schedules and any and all other documents incorporated by reference herein, whether made available electronically through our Technology Platform or via email, each as amended, modified or supplemented from time to time, with or without notice. For greater certainty, the Privacy Policy is an integral part of this Agreement.

**“Technology Platform”** means the Porsche Drive smartphone application or the Porsche Drive registration website located at [www.porschedrivemontreal.ca](http://www.porschedrivemontreal.ca).

**“Diminished Value”** means the difference between the fair market value of the Vehicle immediately before the damage to the Vehicle and after the Vehicle has been repaired.

**“Insurance”** has the meaning given in Schedule 1 or Schedule 2, as applicable.

**“Loss of Use”** means, as applicable, our loss of the ability to use the Vehicle for any purpose due to damage to it or loss of it during the Program Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees.

**“Drive - Subscription Membership Fee”** means the fees due every Drive - Subscription Membership Period for the Porsche Drive - Subscription Program. The Drive - Subscription Membership Fees will be in the amounts described in Schedule 1.

**“Drive - Subscription Membership Period”** means each 30 or 90 day, as applicable, period during which you maintain an active membership in the Porsche Drive - Subscription Program.

**“Porsche Drive - Rental Program”** means the Program specifically described in Schedule 2.

**“Porsche Indemnitees”** has the meaning given in Section 5 (RESPONSIBILITY FOR LOSS AND DAMAGE INCLUDING DAMAGE TO OR LOSS OF VEHICLES; INDEMNITY).

**“Porsche Drive – Subscription Program”** means the Program specifically described in Schedule 1.

**“Privacy Policy”** means our privacy policy as described in Section 8 (PRIVACY).

**“Program”** means, as applicable, the Porsche Drive - Subscription program specifically described in Schedule 1 or the Porsche Drive - Rental program specifically described in Schedule 2.

**“Program Fees”** means the fees due in connection with your participation in the applicable Program, including, but not limited to, Drive – Subscription Membership Fees. The Program Fees will be in the amounts described in Schedule 1 and Schedule 2, as applicable, and any additional charges as set forth in this Agreement.

**“Program Period”** means the period between the time that you take possession of a Vehicle and the time that the Vehicle is either returned to or recovered by and checked in by us or the Porsche Centre under the applicable Rental Agreement.

**“Prohibited Use”** has the meaning given in Schedule 1 or Schedule 2, as applicable.

**“Rental Agreement”** means the applicable vehicle rental agreement that you enter into with a Porsche Centre affiliate participating in the Program and pursuant to which you obtain use of a Vehicle.

**“Rental Fee”** means the fee owed for the Vehicle rented in connection with the Porsche Drive - Rental Program.

**“Rental Period”** means the time period during which you have an active rental of a Vehicle in connection with the Porsche Drive - Rental Program.

**“Secondary Driver”** means, as applicable to the Porsche Drive - Subscription, the one (1) additional person, whether a family member or otherwise, who is authorized by you and approved in writing by us to operate the Vehicle and participate in the Drive - Subscription Program under your account with us and in accordance with the provisions of this Agreement. Secondary Driver also includes any person who operates the Vehicle during an emergency situation to a medical facility if so stated by applicable provincial or territorial laws.

**“Service Area”** means a pre-defined area surrounding a Porsche Centre participating in the Program wherein we will deliver or retrieve a Vehicle available to you under the provisions of this Agreement. Current Service Areas can be viewed on [www.porschedrive.com](http://www.porschedrive.com) as applicable.

**“Services”** has the meaning given in Section 3 (PROGRAM PARTICIPATION) below.

**“Schedules”** means all schedules, rate plans, and policies annexed to or incorporated by reference into this Agreement, each as amended, modified or supplemented from time to time, with or without notice.

**“Vehicle”** means any of the vehicles that are made available by us for use by you under your selected Program. Vehicle includes tires, tools, equipment, accessories, plates and documents.

**“We”, “our” or “us”** means **Porsche Drive Canada, Ltd.** or any of its successors and assigns.

**“You”** means the person who accepts this Agreement by clicking “Accept”, with respect to this Agreement, on the “Accept terms and conditions” page of the Technology Platform and who is responsible for all fees, charges and other costs associated with participation in the Program under this Agreement, as further described in Schedule 1 and Schedule 2, as applicable. For greater certainty, “you” expressly includes any Secondary Driver approved by us to use the Vehicle(s) provided under the Porsche Drive – Subscription Program.

## **2. ELIGIBILITY**

### **2.1. Overview.**

To be eligible to drive the Vehicles and participate in the Program, you must at all times:

- meet the age requirement as set forth in Schedule 1 or Schedule 2, as the case may be;
- hold an unencumbered driver’s licence valid for use in the jurisdiction(s) in which you will use the Vehicle(s);
- have a valid credit card or debit card;
- have continuous access to a mobile phone compatible with the Technology Platform; and
- meet any residency requirement as set forth in Schedule 1 or Schedule 2, as the case may be.

For greater certainty, you, where applicable, and any Secondary Driver currently listed on your account are permitted to operate the Vehicle(s) only if you meet and continue to meet the eligibility criteria noted above during your Program Period. You will report, as soon as practicable, but in no event more than twenty-four (24) hours after such change, any change in your satisfaction of the eligibility criteria and any information that you provided to us during the application process.

### **2.2. Application Process.**

In order to become a member of the Program and to have access to the Vehicles, you must, as determined by us in our sole discretion:

- accurately, truthfully and fully complete our application for membership through our Technology Platform;
- deliver all information and documents that we may request in the application process or otherwise;
- meet the eligibility criteria set forth in this Agreement; and
- have your application to operate Vehicle(s) approved in writing by us.

Please note that acceptance of your application is subject to our approval, and your membership or participation in the Program may be denied or, even if it is accepted, it can thereafter be terminated based upon criteria established from time to time by us or our insurance providers. You acknowledge that the approval or denial of your application or the decision to terminate it based upon our or our insurers’ criteria will be at our sole discretion. In addition, even if we approve your application and have not terminated it, you may be restricted from driving certain Vehicles based upon your driving history and experience or the type of Vehicle class that you have selected.

### 2.3. Secondary Drivers (Porsche Drive - Subscription Program Only).

In respect of the Porsche Drive - Subscription Program only, you may invite one individual to be listed on your account as a Secondary Driver, and you may request that a Secondary Driver be de-listed from your account and invite a different person to apply to be listed as a Secondary Driver on your account at any time. Each prospective Secondary Driver will be required to apply for the Program in accordance with the same process outlined above. By applying to be a Secondary Driver, such applicant agrees to be bound by and comply with all of the provisions of this Agreement applicable to Secondary Drivers.

A Secondary Driver's status as a Secondary Driver will immediately terminate upon the occurrence of any one of the following events:

- at your request;
- if, in our sole discretion, the Secondary Driver breaches or violates any of the provisions of this Agreement applicable to a Secondary Driver; or
- if this Agreement is terminated for any reason.

You acknowledge and agree that you will be fully responsible for all acts and omissions of any Secondary Driver.

If you are the Secondary Driver, then all of the terms and conditions of this Agreement apply to you in the same manner as the primary driver.

### 2.4. Contact Information.

You agree to provide to and maintain with us your current email address, your current mobile phone number, your current municipal mailing address and all other account information, including your current credit card or debit card information or such other payment method information as we may accept from time to time. You also agree that we can update your credit score and driving history verification from time to time at our discretion.

### 2.5. Driving Records and Licence Requirements.

By applying to participate in the Program, you authorize us to obtain your driving records from the jurisdiction that issued your driver's licence and in any other jurisdiction that we desire. If you do not have a driver's licence from the jurisdiction in which you reside, then failure to get one when required by applicable law constitutes your breach of this Agreement. We may from time to time require you to demonstrate compliance with the driver licensing laws of your jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in your jurisdiction of residence. We reserve the right to request additional information from you, such as your proof of address at any time. As a condition to us agreeing to allow you to drive the Vehicles, you must maintain a good driving record as determined by us in our sole discretion, and we may, from time to time, check your driving records. If you do not continue to meet all of our eligibility requirements, then we reserve the right, in our sole discretion, to suspend, limit or terminate your right to drive the Vehicles and participate in the Program. If your licence is suspended or revoked or becomes invalid, or if you have any further endorsements 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, or

exceeding the relevant speed limit, then you agree to report such suspension, revocation, changes, conviction, citation or summons to us promptly, but in no event later than twelve (12) hours from such event. Please be advised that, among other things, such events, or the failure to notify us promptly of any such events, may lead to you not being covered by insurance when driving the Vehicles and will give us the right to immediately terminate this Agreement.

### **3. PROGRAM PARTICIPATION**

#### **3.1. No Additional Right to Vehicles.**

You understand and agree that We or one of our affiliates, are and will continue to be the owner of all Vehicles and any other items that we may arrange to make available to you during the term of this Agreement, including, without limitation, everything that is provided to you with the Vehicles (such as electronic toll passes, car chargers and other vehicle accessories), and all software and applications (“**Services**”) that we use (or that we arrange to make available for you to use) in connection with the Vehicles and the Program. Your operation of, and rights in relation to, any Vehicle, Service, or item provided or made available by us under this Agreement are limited to those rights of use stated in this Agreement and subject to the terms and conditions of this Agreement and the applicable Rental Agreement, including payment of all fees, expenses and other costs referenced in Section 4 (PROGRAM FEES; PAYMENT TERMS) below. You are not acquiring any ownership interest, right, or title in or to any Vehicle or any other personal property, including, without limitation, any option to purchase one or more Vehicles.

#### **3.2. Visual Inspection.**

At delivery or pick-up of a Vehicle, our representative will conduct a “walk around” visual inspection of the exterior of the Vehicle with you to confirm that there is no visible damage to the Vehicle at the time you take possession of such Vehicle. Upon return we will do the same with you. You acknowledge and agree that you are solely responsible for any loss of the Vehicle or any damage to the Vehicle beyond normal wear and tear, in each case, occurring from the time of delivery or pick-up of the Vehicle until the time that it is returned to us and is accepted by our representative in undamaged condition.

#### **3.3. Vehicle Maintenance.**

We have the right to issue a return request and remove any Vehicle from service and availability at any time and for any or no reason, including, without limitation, for maintenance or safety recall purposes. Only we are permitted to modify or repair Vehicles. You and Secondary Driver shall not operate any Vehicle that you or they believe may be unsafe to operate. You are solely responsible for immediately notifying us of any potential safety defect or concern you identify in a Vehicle.

### **4. PROGRAM FEES; PAYMENT TERMS**

Your membership or participation in the Program will be subject to your payment of the fees, expenses and other costs set forth in Schedule 1 or Schedule 2, as applicable, in accordance with the terms and conditions set forth under this Agreement, including such Schedules.

## **5. RESPONSIBILITY FOR LOSS AND DAMAGE INCLUDING DAMAGE TO OR LOSS OF VEHICLES; 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 and damage that is caused by you or the Vehicles during a Program Period. **Your liability shall include, without limitation, the full value of any loss or damages (including, without limitation, those resulting from bodily injury or death) caused to third parties or their property to the extent the insurance described in Schedule 1 or Schedule 2, as applicable, does not cover such loss or damages, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, your obligation to pay a deductible, or otherwise.**

In addition, you are responsible and liable for all loss of or damage to a Vehicle during a Program Period resulting from any cause, including, without limitation, accident, collision, rollover, theft, vandalism, road condition, weather, or acts of nature. **To the fullest extent permitted by applicable law, your liability includes, without limitation, the following (to the extent the coverage described in Schedule 1 or Schedule 2, as applicable, does not cover the loss or damages, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, your obligation to pay a deductible, or otherwise):** (a) all physical or mechanical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle immediately prior to the event giving rise to such total loss; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) any Loss of Use, which shall be measured by multiplying the prorated daily rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty, and Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) any towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of charges, including lawyer's fees, collection fees, and costs whether or not litigation is commenced.

To the fullest extent permitted by applicable law, you irrevocably and unconditionally agree that you shall defend, 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), 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 Vehicles, (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 Secondary Driver, in connection with the Vehicles or this Agreement, and (d) each rental transaction under a Rental Agreement. The foregoing indemnification rights and obligations shall survive any termination of this Agreement.

## **6. LIMITATIONS OF LIABILITY AND DISCLAIMER**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE OR OUR THIRD PARTY SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY LOSSES INCURRED OR SUSTAINED BY, OR IMPOSED UPON, YOU ARISING OUT OF OR RELATING TO YOUR OR ANY CURRENT OR SECONDARY DRIVER'S CRIMINAL, WILLFUL, OR RECKLESS ACTION OR OMISSION IN CONNECTION WITH THIS AGREEMENT, THE OPERATION OF A VEHICLE, OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, PROVIDED HOWEVER THAT NOTHING HEREIN RELEASES US FROM THE CONSEQUENCES OF OUR OWN ACTIONS OR THE ACTIONS OF OUR REPRESENTATIVES.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE OR OUR THIRD PARTY SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL 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 SECONDARY 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, we and our third party suppliers or subcontractors shall have no liability for (a) any loss of, or damage to, any goods in or on any of the Vehicles or in or on any third-party vehicle, (b) any loss, damage, injury or death in relation to you or any other person arising from any of the Vehicles, (c) any loss or damage incurred by you as a result of any claims made by a third party, or (d) any loss or damage incurred by arising from or in relation to either (i) the non-availability, supply, operation or use of one of the Vehicles, or (ii) any accessories in or to one of the Vehicles, 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 or such current or previous Secondary Driver are responsible for the safe installation of such accessories and must check the condition of such accessories before each use, unless and to the extent such loss or damage is incurred due to our negligence or our failure to carry out our express responsibilities under this Agreement.

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 of this Agreement.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU TAKE POSSESSION OF VEHICLES AND ANY ACCESSORIES OR SERVICES AS IS, AND WE AND OUR THIRD-PARTY SUPPLIERS AND SUBCONTRACTORS, EXPRESSLY DISCLAIM AND EXCLUDE AND SHALL NOT BE BOUND BY ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, OR OTHERWISE, WITH RESPECT TO THE VEHICLES AND ANY ACCESSORIES OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY.

YOU ACKNOWLEDGE AND AGREE THAT THE OBLIGATIONS, RESTRICTIONS, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 6 APPLICABLE TO YOU, SHALL ALSO APPLY TO ANY CURRENT OR PREVIOUS SECONDARY DRIVER(S), AS THE CASE MAY BE.

## **7. TERM AND TERMINATION; REPOSSESSION OF VEHICLES**

### **7.1. Term and Termination.**

This Agreement shall commence at the time that you accept this Agreement by clicking “Accept” in connection with this Agreement in the Technology Platform. The term of this Agreement shall continue until such time as your participation in the Program is canceled or terminated in accordance with Schedule 1 or Schedule 2, as applicable.

### **7.2. Effect of Termination.**

Upon termination of this Agreement, all of your rights and, as applicable, the rights of any Secondary Driver to use the Vehicles 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 Vehicles (and any of the other property that you received with the Vehicle) in your care, custody, possession or control to the Service Area 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.

With respect to any termination of this Agreement, you shall remain responsible, on full indemnity basis, for any and all fees, costs or expenses incurred prior to termination of this Agreement, and you hereby authorize us to charge your preferred payment method for all outstanding Program Fees. If you were a member of the Subscription Program, you will be reimbursed a pro rata amount of any pre-paid Subscription Membership Fee proportionate to any unused Subscription Membership Period. Additionally, you shall be responsible for, and you agree to pay, on full indemnity basis, any and all legal fees, court costs and other expenses associated with enforcing the provisions of this Agreement, whether upon termination or otherwise.

### **7.3. 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 of the Vehicles in your care, custody, possession or control peacefully repossessed at any time and wherever the same may be located, should you or any current or previous Secondary Driver(s) violate any of the terms and conditions of this Agreement or any Rental Agreement, or fail to return the Vehicle as required by this Agreement, or we learn the Vehicle has been abandoned; (b) you agree to pay, on full indemnity basis, all expenses and other costs associated with the recovery, as well as reasonable legal fees as a result of the repossession; and (c) you and all current or previous Secondary Drivers hereby agree to waive all claims for damages connected with the recovery.**

## **8. PRIVACY**

Please carefully review our Privacy Policy, which is incorporated by reference into this Agreement, and is currently available at

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

Our Privacy Policy describes how we collect, use and disclose personal information provided by you or third parties to us by virtue of or in connection with your participation in the Program. You represent and warrant to us that you have reviewed and understand our Privacy Policy, and you acknowledge and agree that any information shared by, or collected from or about, you may be used by us in accordance with the terms of the Privacy Policy, as it may be amended from time to time.

**IN PARTICULAR, IN ORDER TO PROVIDE THE VEHICLES AND SERVICES TO YOU, WE TRANSFER YOUR PERSONAL INFORMATION TO SERVICE PROVIDERS, WHO PROVIDE PROCESSING AND OTHER RELATED SERVICES IN RESPECT OF SUCH PERSONAL INFORMATION. SUCH SERVICE PROVIDERS MAY BE LOCATED WITHIN OR OUTSIDE OF CANADA. WE USE CONTRACTUAL OR OTHER MEANS THAT ARE DESIGNED TO PROVIDE A COMPARABLE LEVEL OF PROTECTION FOR SUCH TRANSFERRED PERSONAL INFORMATION. YOU HEREBY CONSENT TO SUCH TRANSFERS OF YOUR PERSONAL INFORMATION FOR SUCH PURPOSES.**

Without limiting the generality of the foregoing, telephone calls, email correspondence and social media communications with us may be recorded or monitored in accordance with the provisions of the Privacy Policy and this Section 8 (PRIVACY).

**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 US AND ANY THIRD PARTY BENEFICIARIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS.**

The Vehicle(s) made available to you under this Agreement may be equipped with global positioning satellite (GPS) technology, electronic monitoring technology, or another telematics system, and/or an event data recorder (EDR). For more information regarding these technologies, please refer to the owner's manual of the Vehicle. You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as location, speed, braking, odometer, oil life, and fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. These systems may use cellular communications, and you should have no expectation of privacy related to such monitoring of your use of this Vehicle. You agree to inform all drivers and passengers of the Vehicle of the provisions of this Section, and that you have authorized the release of information collected by GPS, electronic monitoring technology, other telematics systems or EDR. We are not responsible for the operability of any telematics, navigational or other system included with the Vehicle. To the extent permitted by law, you irrevocably and unconditionally agree to defend, indemnify and hold the Porsche Indemnitees, and each of them, harmless from and against all claims, damages, losses, obligations and liabilities of any nature whatsoever, whether foreseen or unforeseen, caused by failure of the GPS, electronic monitoring technology, other telematics systems or EDR to operate properly, or otherwise arising from the use of the GPS, electronic monitoring technology, other telematics systems or EDR.

You agree that we may contact you in order to assist you with the Services provided under this Agreement, to address any questions or concerns regarding your participation in the Program or your account, to send you notices regarding your account or approval of your application for participation in the Program for which you apply, including, without limitation, to send notice regarding payment of your account.

## **9. SCHEDULES TO THIS AGREEMENT**

The following Schedules are attached and incorporated as a part of this Agreement:

- [Schedule 1: Porsche Drive – Subscription Program Terms and Conditions.](#)
- [Schedule 2: Porsche Drive – Rental Program Terms and Conditions.](#)

## **10. MISCELLANEOUS**

### **10.1. Acknowledgement.**

By accepting this Agreement, you represent and warrant to us that you have received all explanations that you may have reasonably requested concerning the content of this Agreement, including all Schedules, and that you have carefully read this Agreement in its entirety and that you understand and agree to all of its provisions. You further represent and warrant that you and, as applicable, each Secondary Driver meet the eligibility requirements described in Section 2 (ELIGIBILITY) above, and that you will promptly inform us of any changes during the term of this Agreement.

#### 10.2. Assignment.

The rights granted to you or, as applicable, a Secondary Driver 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 or any of our rights and obligations pursuant to this Agreement to one or more affiliates or third parties. Without limiting the generality of the foregoing, we may subcontract performance of our obligations to third parties.

#### 10.3. No Waiver; Remedies Cumulative.

No delay or omission by us in our exercise of any right occurring upon any noncompliance or default by you or, as applicable, any current or previous Secondary Driver, with respect to any of the terms or conditions of this Agreement shall impair any such right or be construed to be a waiver thereof. Any waiver by us of any covenant, condition, or agreement to be performed by you or, as applicable, any current or previous Secondary Driver, shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

#### 10.4. 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.

#### 10.5. Governing Law.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without reference to its conflicts of laws or choice of law rules. The parties hereto irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Quebec and all courts competent to hear appeals from them, provided, however, that the foregoing shall not in any way limit or restrict a party from taking any action or proceeding in any other jurisdiction in order to enforce any judgment rendered in the Province of Quebec.

#### 10.6. Notices.

Any notices or other communications required or permitted to be given to you shall be in writing and shall be sufficiently given if delivered by email or mailed to you at the email or postage address provided to us in your completed application or within your Program account, as updated by you from time to time and on file with us. Any notices or other communications required or permitted to be given to us shall be in writing and shall be sufficiently given if delivered via email to [info@porschedrive.ca](mailto:info@porschedrive.ca) or mailed to us at the following address:

Porsche Drive Canada, Ltd.  
165 Yorkland Blvd, Unit 150

Toronto, Canada  
M2J 4R2

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted in the regular Canadian mail.

10.7. French Language.

The parties acknowledge that they have requested that this document and all other documents relating to it, be drawn up in the English language. Les parties reconnaissent avoir exigé que le présent document et tous les autres documents qui s'y rapportent soient rédigés en anglais.

10.8. 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.

## **Schedule 1 – Porsche Drive - Subscription Program Terms and Conditions**

### **Part A: Additional Program Terms and Conditions**

#### **1. Driver Age Restrictions.**

To be eligible to rent and drive the Vehicle, you must be at least twenty-five (25) years of age

#### **2. Driver Residence Restrictions.**

You must reside or have a residence within the Service Area.

After you are accepted into the Program, you can schedule your first Vehicle rental and we will work with you to coordinate its delivery.

#### **3. Insurance.**

##### **3.1. Insurance Coverage.**

We will comply with applicable automobile insurance or other motor vehicle financial responsibility law by obtaining insurance coverage for the benefit of qualifying persons. If you and the Secondary Drivers have complied with all of the terms and conditions of this Agreement including the rules of use set out in Part C herein, and if we are obligated to extend our automobile insurance or other motor vehicle financial responsibility to you, Secondary Drivers, passengers or other third parties, then our obligation to so extend is limited to the applicable provincial or territorial minimum insurance or financial responsibility amounts save and except as follows:

- liability insurance coverage for bodily injury or death or damage to the property of others, will be to a maximum combined single limit of \$5,000,000 per person per accident or such higher limits as we may in our sole discretion elect to provide;
- comprehensive and collision damage coverage covering loss of or damage to the Vehicle itself, including loss by fire, theft, collision and other risks of loss or damage as are customarily covered by a government-regulated, non-commercial automobile insurance policy issued in the jurisdiction where the Vehicle is rented, will be provided in the amount of the full replacement cost of the Vehicle, as new; and
- uninsured or unidentified motorist coverage for bodily injury or death or damage to the Vehicle, will be to a maximum combined single limit of \$5,000,000 per person per accident or such higher limits as we may in our sole discretion elect to provide.

Our automobile insurance policy (i) contains exclusions, conditions and limitations applicable to anyone claiming coverage thereunder, and you hereby agree to be bound by them, and (ii) applies only in Canada and the contiguous United States of America.

No other insurance is provided by us. To the extent permitted by law, use of a Vehicle in violation of the terms and conditions of this Rental Agreement is without permission, is a breach

of this Rental Agreement, and disqualifies you and any driver from our applicable automobile insurance or other motor vehicle financial responsibility.

### 3.2. Rental Company / Owner's Insurance is Excess.

Except where required by law to be primary, any insurance or self-insurance maintained by us or the owner of the Vehicle (the "Owner") and applicable to the Vehicle, shall be secondary to any applicable insurance or self-insurance available to you, Secondary Drivers or any other third parties from any source, whether primary, excess, secondary or contingent in any way. If valid automobile liability insurance or self-insurance is available on any basis to you, a Secondary Driver or any other driver and such insurance or self-insurance satisfies the applicable automobile insurance or motor vehicle financial responsibility law, then such insurance shall be primary, and, subject to Section 3.1 hereof, neither we nor the Owner extends any of its insurance or motor vehicle financial responsibility to any person.

### 3.3. Optional Insurance.

Without in any way limiting the generality of the foregoing, but subject to Section 3.1 hereof, if our and/or the Owner's insurance coverage or motor vehicle financial responsibility for the Vehicle includes supplementary no fault, non-compulsory, uninsured or unidentified motorist coverage, or any other optional or rejectable coverage, then we and/or the Owner shall not be required to extend any such insurance coverage or motor vehicle financial responsibility to you, Secondary Drivers, passengers or other third parties.

### 3.4. Your Deductible Obligations.

You will be responsible for a deductible of \$5,000 if (a) any accident occurs or damage is suffered in respect of the Vehicle by reason of your fault or the fault of any driver of the Vehicle, (b) fault for any accident or damage cannot be determined, or (c) damages for any accident or loss cannot be recovered from a third party.

### 3.5. Your Other Financial Responsibility.

Without in any way limiting the generality of any other provision of this Rental Agreement, if

(a) our applicable automobile insurance or other motor vehicle financial responsibility does not apply for any reason whatsoever including, without limitation, where the Vehicle is used in violation of this Rental Agreement, then you are liable for the entire cost of the Vehicle's repair or replacement and for any other claims of any kind made by third parties (including those made against us and/or the Owner), and for the defence from and indemnity for such claims; and

(b) loss or damages exceed the insurance coverage applicable to you pursuant to Section 3.1 hereof, then you will be personally liable for the excess amount of any such loss or damages.

Neither we nor the Owner is responsible for any loss of or damage to any personal property (including data contained therein) of you, Secondary Drivers, passengers or other third parties, and no insurance coverage is provided in connection with same.

### 3.6. 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.

#### **4. Power of Attorney.**

4.1. You hereby irrevocably appoint and constitute us as your true and lawful attorney, from time to time, and at our sole discretion, 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 the Rental Company Indemnitees harmless from such claims, and (b) endorse your name to entitle us to receive insurance payments directly from the applicable payor.

#### **5. Rental Term.**

5.1. You agree that any individual Program Period for the Vehicle shall not exceed thirty (30) days.

#### **6. Termination.**

##### 6.1. Termination by You.

You may terminate this Rental Agreement at any time and for any or no reason by following the terms of the Porsche Drive - Subscription Program terms and conditions in your Master Subscription Services Agreement with Porsche Drive Canada, Ltd., by calling 1- (888) 490-9077 or by email at [info@porschedrive.ca](mailto:info@porschedrive.ca).

##### 6.2. Termination by Us.

We may, upon written notice to you, immediately terminate this Rental Agreement (and, except as provided for in s. 7.2 of the Porsche Master Subscription Services Agreement no Porsche Drive - Subscription Membership Fees or other fees will be refunded to you in the event of termination pursuant to this paragraph) if:

- (a) you fail to pay any sum when due under your Master Subscription Services Agreement with Porsche Drive Canada, Ltd.;
- (b) you or any Secondary Driver fails to comply with any term or condition of this Rental Agreement including this Schedule 1;
- (c) you fail to meet any of the eligibility criteria;
- (d) you or any Secondary Driver are involved in an incident with one of the Vehicles that we believe, in our reasonable discretion, renders you or the Secondary Driver ineligible or inappropriate for continued rights to use the Vehicles or participate in the Program;
- (e) you or any Secondary Driver engage in any activities or conduct that we determine, in our reasonable discretion, to be inappropriate, negligent, offensive, abusive or otherwise unacceptable;
- (f) you are not paying your debts as such debts generally become due, you become insolvent or file or have filed against you a petition or application under any bankruptcy, insolvency law or

similar law that is unresolved within sixty (60) days of the filing of such petition or application, you propose any dissolution, liquidation, financial reorganization or recapitalization with creditors, you make a general assignment for the benefit of creditors or if a receiver, trustee, custodian or similar agent is appointed for you or takes possession of any of your property or business;

(g) you or any Secondary Driver fails to comply with any term or condition of this Rental Agreement; or

(h) you cease to be a member of the Porsche Drive - Subscription Program.

## Part B: Schedule of Fees

### 1. Plans and Fees.

The following Porsche Drive – Subscription plans are currently offered and apply, as applicable, under the terms of your Master Services Subscription Agreement with Porsche Drive Canada, Ltd.:

#### 1.1. Multi-Vehicle Subscription

- \$4,500 for 30 days entitles you to rent one Vehicle from amongst those shown as available at [www.porsche.com/canada/en/accessoriesandservices/porschedrive/subscription/](http://www.porsche.com/canada/en/accessoriesandservices/porschedrive/subscription/) at any time, subject to availability and the terms of this Rental Agreement and the Master Subscription Services Agreement
- We may designate certain model variants, including but not limited to 911 C4S Cabriolet, and Taycan 4S and 911 4S as “Restricted Models.” We may restrict both the availability and duration of the usage time of Restricted Models within a Program Period. Similarly, we may restrict both availability and duration of usage of other Vehicles in our sole discretion. Details on such restrictions will be available on the Technology Platform.
- The Porsche Drive - Subscription Membership Fee is inclusive of insurance on the Vehicle, reasonable maintenance, and vehicle exchanges as provided in this Rental Agreement and the Master Subscription Services Agreement
- A one-time activation fee of \$750 is required for all new Porsche Drive - Subscription Program memberships
- A deposit may be required in the sole discretion of Porsche Drive Canada, Ltd.

#### 1.3. Single Vehicle Subscription

- Single Vehicle Subscription, entitles you to rent a single vehicle for either a 30 day period, or a 90 day period for the price shown on our Technology Platform. Vehicles can be ordered through our Technology Platform, subject to availability and in accordance with the terms of this Rental Agreement and the Master Subscription Services Agreement.
- The Porsche Drive - Subscription Membership Fee is inclusive of insurance on the Vehicle, reasonable maintenance, and vehicle exchanges as provided in this Rental Agreement and the Master Subscription Services Agreement

- A one-time activation fee of \$750 is required for all new Porsche Drive - Subscription Program memberships Activation fee may be waived with a 90 day subscription
- A deposit may be required in the sole discretion of Porsche Drive Canada, Ltd.

Changes in plans. You may switch between the Porsche Drive - Subscription Program (Multi-Vehicle) and Porsche Drive – Subscription Program (Single Vehicle) 30 day plan at any time within our Technology Platform by providing ten (10) days’ notice prior to the start of the next Program Period, with such change effective at the beginning of the Program Period. You may not switch from the 90 day plan until the completion of the 90 day period, so if notice of a desire to switch is provided during the first 60 days, the switch will occur after 90 days. Notice of intention to switch Vehicles should be given at least ten (10) days prior to the start of the next Program Period.

Automatic Renewal. Your chosen Program Period will automatically renew provided that: (1) you are in good standing and in compliance with your obligations under the Agreement; (2) we may require you to return, or make available, the Vehicle for inspection; and (3) you return or exchange the Vehicle upon our request, provided however that a 90 day Program Period shall not renew automatically (please use the App or contact us for such renewals). You will pay the same Subscription Fee regardless of the total duration of the Subscription Period(s); however, you acknowledge that taxes, fees, and other charges payable for initial Subscription Period may be subject to change during subsequent Subscription Periods.

## **2. Other Fees.\***

In addition to the fees payable to Porsche Drive Canada, Ltd. by you for membership under the Master Subscription Services Agreement, you confirm that you agree to pay each of the following fees to the extent applicable:

- Porsche Drive - Subscription Excess Mileage Fee: \$1 per kilometer for each kilometer traveled in excess of 2,500 kms. per 30 days
- Refueling Fee: Market rate as further described in Part C of this Schedule
- Electronic Toll Payment Processing Fee: \$25
- Electronic Toll Payment Convenience Fee: \$25
- Additional Cleaning Fee: \$250
- Membership Hold Fee: \$300 (if applicable, at Porsche Drive Canada, Ltd.’s discretion)
- Reactivation Fee: \$0
- Traffic violations and parking tickets processing fee: \$25

In the event you do not pay any amounts owing, Porsche Drive Canada, Ltd. may, in its sole discretion, apply any deposit that it may hold against such amounts.

\*You are responsible for the purchase of all fuel and payment of all road tolls, traffic tickets or parking fines. As a convenience, the cost to refuel a Vehicle after an exchange (without mark-up) will be charged to you. Similarly, if your Vehicle is equipped with an electronic toll card, then any fees (including payment processing and convenience fees) incurred during your possession of the Vehicle will be charged to you. In addition, if a Vehicle is returned excessively dirty or

with evidence (including odors) of pets or smoking/vaping, then you will be responsible for an additional cleaning fee. See Part C below for more information.

### **3. Taxes.**

The fees stated in this Schedule are exclusive of taxes and any other government levies, and you shall pay all taxes and other government levies that may now or hereafter be imposed upon the services under this Rental Agreement as well as the renting, possession and/or use of the Vehicle(s) including, without limitation, any and all sales tax, value-added tax and/or goods and services tax.

#### Part C: How it Works and Rules of Use

### **1. How do I connect to a Vehicle's Bluetooth or other infotainment systems?**

We will be happy to help you connect your Bluetooth phone and to create pre-sets for your favorite radio stations and common GPS destinations. **If you choose to do so, then please note that such use shall be subject to any applicable terms and conditions and/or privacy policy which are separate from the Rental Agreement including this Schedule, and the Vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the Vehicle system screen to delete this information and the device from the Vehicle's memory.**

### **2. How do you exchange one Vehicle for another?**

You can initiate an exchange of Vehicles using the Technology Platform. If necessary, you can also initiate an exchange with Porsche Drive Canada, Ltd. via email or phone. On the Technology Platform, the interface will walk you through the process of submitting a request and receiving confirmation of the date and location. You may receive updates via SMS or instant messaging on the status of your request up to and during the exchange of Vehicles.

We will deliver a Vehicle to you within the Service Area and you will be responsible for surrendering any other Program vehicle to us at that time. We will deliver the Vehicle on a specified day and time within our normal hours of operation and the Service Area as set forth in the confirmation you receive. At the time when you surrender a Vehicle to us, the Vehicle must be in good working condition and ready for use by another driver. We will assist you in swapping your belongings between Vehicles and getting you set up in the new Vehicle. Upon request, as indicated by options selected in the Technology Platform or in communications with Porsche Drive Canada, Ltd.'s representatives via SMS, instant messaging, email or phone, we will swap your belongings between Vehicles without requiring that you be present. In all circumstances, you agree not to hold us, or any of our employees, contractors, agents or representatives liable for the loss of or damage to any personal property, whether it is yours or belongs to another person, incurred in the process of swapping your belongings between Vehicles.

You must remove all personal items from the Vehicle, including accessories, bags, luggage, equipment, digital data, etc. As stated above, you are not guaranteed to have use of a particular Vehicle at some later date. Although we will make reasonable efforts to return lost or forgotten property to you, we shall not be liable for any property left in a Vehicle or stolen from a Vehicle during your use. You agree not to hold us, or any of our employees, contractors, agents or representatives responsible for any such personal property, whether it is yours or belongs to another person. Any non-perishable items found by us in a Vehicle will be held for a period of not less than ten (10) days. Property not claimed within this period will be donated to charity or disposed of, as permitted by law.

### **3. Who can drive a Vehicle?**

Porsche Drive Canada, Ltd. will maintain a list of all drivers who are authorized to drive under this Rental Agreement. Typically, you will be listed as the primary driver in connection with the Master Subscription Services Agreement. In addition, you will have the option to request that one additional driver be authorized and added in connection with this Rental Agreement as a Secondary Driver. An authorized Secondary Driver must be at least 25 years of age. In general, only you and such authorized Secondary Driver may drive the Vehicle in connection with this Rental Agreement; however, all fees, damage and charges incurred by you or any driver of the Vehicle in connection with this Rental Agreement shall be your responsibility. Except in an isolated case of emergency to avoid the loss of life, injury or severe property damage, no one else may drive the Vehicle.

If you need another person who is not listed under the your Master Subscription Services Agreement with Porsche Drive Canada, Ltd. as an authorized Secondary Driver to drive the Vehicle because you are impaired or in an emergency situation, then you are authorized to allow that person to drive the Vehicle for a short duration, one-time occurrence. That person must be at least 25 years of age and have a valid driver's licence in respect of the applicable jurisdiction in which the Vehicle is to be operated or used. This exception is not intended to allow habitual use of the Vehicle by any person who is not an authorized Secondary Driver in connection with the Master Subscription Services Agreement. If we find that you have violated this rule, then we may terminate this Rental Agreement. All other persons, regardless of the circumstances, are expressly prohibited from driving the Vehicles at any time.

### **4. Is there a mileage limitation?**

Under the Master Subscription Services Agreement, you may drive the Vehicles up to 2,500 kilometres each 30 days without incurring any additional fees. If you exceed this mileage limitation in any Porsche Drive - Subscription Membership Period, then you will be charged and you shall pay \$1 per excess kilometre. The Technology Platform keeps track of the kilometres that you drive. Unused kilometres from a Porsche Drive - Subscription Membership Period will roll over to the following 30 days (accrued kilometres under this Rental Agreement) for a maximum of two (2) consecutive 30 day periods.

### **5. Keeping the Vehicle clean.**

We expect you to use common-sense standards of cleanliness. You are responsible for returning the Vehicle to us in good working order and ready for use by another driver without the need to invest undue effort in cleaning and detailing. In the event that the Vehicle does become unexpectedly dirty, you must let Porsche Drive Canada, Ltd. know via SMS, instant messaging, email or phone.

In addition, all drivers of the Vehicle and their guests must abide by the following rules that are intended to keep the Vehicle in good condition:

- **No smoking/vaping inside or near the Vehicle – no exceptions!**
- **Pets may only be transported in a pet carrier.** Pets are only permitted if they are transported in locked pet carriers, except in the case of service animals, which are allowed in the Vehicle without being in locked pet carriers in accordance with Porsche Drive Canada, Ltd.'s policies. You are subject to additional cleaning fees and charges if we find evidence of pets in the Vehicle during your use.

## **6. Maintenance and repairs.**

We will arrange to perform all necessary and required routine maintenance on all of the Vehicles. We will notify you when the Vehicle requires maintenance, and you agree to fully cooperate with us to coordinate a time when this maintenance can be completed. In general, five (5) days' notice will be provided prior to any routine maintenance, and you should be available for a Vehicle exchange within seven (7) days of your receipt of this notice. We may be able to meet you to perform the maintenance at your location, subject to the type of maintenance that has to be performed.

You must notify Porsche Drive Canada, Ltd. immediately upon discovering any abnormality during your operation of the Vehicle. For example, you must report any warning lights that stay on after ignition or that indicate that service or maintenance is required, any evidence of leaking fluids near the Vehicle, any tire damage or excess wear on the tires, any cracked, broken or missing mirrors, any cracks or chips in the windshield, any other damage to the exterior of the Vehicle, any inoperable signals, any unusual noises when the Vehicle is operated, and any other condition that may render the Vehicle unsafe or illegal to operate.

It is important to, and you must, respond appropriately and promptly to all warning lights, chimes, indicators and alerts. Unusual noises or handling, including without limitation strange engine or other mechanical sounds, performance changes, warning or indicator lights or indicators, must be reported as soon as noted by phone at [1- (888) 490-9077]. Failure to report such problems may result in the immediate suspension of any or all of your rights under this Rental Agreement or termination of this Rental Agreement, and you will nevertheless be responsible for any damages resulting from continued use of the Vehicle despite such irregularities.

In general, all reasonable maintenance and service for the Vehicles will be arranged so that you do not ever need to worry about such matters. However, circumstances may arise where you might want to pay for maintenance work or have repairs made in order to help keep the Vehicle

roadworthy in an expeditious manner. In these circumstances, you will be reimbursed by Porsche Drive Canada, Ltd. for reasonable Covered Expenses that you incur. "Covered Expenses" are defined as any expense for necessary maintenance or repairs with a cost not exceeding \$1,000. If at all possible, please seek authorization in writing (including via SMS, instant messaging, email or telephone) and in advance by one of Porsche Drive Canada, Ltd.'s representatives. If a repair will cost more than \$1,000, then you must contact Porsche Drive Canada, Ltd. via SMS, instant messaging, email or phone so that one of their representatives can determine the appropriate course of action to take. Porsche Drive Canada, Ltd. representatives are not authorized to approve repairs in excess of \$1,000 without the approval of a supervisor. If you pay for a Covered Expense, then you must keep the actual receipt reflecting the item or service purchased and the date and time of purchase, which must be during your Porsche Drive - Subscription Membership Period, and note on it the odometer reading at the time of the purchase. Please print your name on the receipt and send the receipt to Porsche Drive Canada, Ltd. within thirty (30) days of purchase and such amount will be credited to the credit/debit card you last have on file with them. No credit or refund will be given without a valid receipt, or if the receipt is submitted more than thirty (30) days after the purchase date.

Vehicles may require emergency roadside assistance from time to time. Emergency roadside assistance and support has been arranged as part of the Program. If, however, your need for emergency roadside assistance results from a breach of this Rental Agreement, including a violation of the rules of use herein, then you may be charged for the costs of such assistance.

## **7. What uses are prohibited?**

You must always use the Vehicle in accordance with all highway and other applicable laws. 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 any of the Vehicles under the following conditions is strictly prohibited:**

- in violation of instructions in the owner manual;
- without use of the safety restraints by all Vehicle occupants, including seat belts and child safety restraints;
- by anyone who has provided false information or who has made or makes false or misleading representations in connection with use of the Vehicles or participation in the Program (including, without limitation, regarding his/her name, age, address, driving record or other matters);
- by any person with a driving history that does not meet Porsche Drive Canada, Ltd.'s then-current eligibility requirements;
- in violation of any applicable traffic or other laws (except for minor traffic violations);
- by any person who is impaired due to (i) alcohol, (ii) any drug or medication under the effects of which the operation of a Vehicle is prohibited or not recommended, or (iii) illness, fatigue, injury, or otherwise
- in any drag race, speed race, rally or other competition;
- in the commission or attempted commission of any crime or for any other illegal or improper activity or purpose;

- transporting a number of passengers in excess of the seating capacity of the Vehicle or baggage or other items that would cause the Vehicle to exceed its manufacturer recommended or legal weight limits;
- by any person who does not have a valid driver's licence for the applicable jurisdiction in which the Vehicle is operated or used (or whose driver's licence has restrictions that are not complied with by such person when driving the Vehicle);
- by any person who is driving while distracted including, without limitation, driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law;
- for any towing or pushing of any trailer, car, boat or any other vehicle, unless the Vehicle is equipped by us to do that activity;
- for any business or commercial purpose, including, without limitation, transporting people or goods in commerce or operating a taxi, limousine, shuttle, livery, ride-sharing, ride-hailing, pick-up and/or delivery, or transportation network service;
- transporting or driving the Vehicle to or in any place other than Canada and the contiguous United States of America;
- 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; or
- in any reckless, imprudent, negligent, abusive or abnormal manner for using a Vehicle.

The foregoing are examples only, and are not intended to be a complete list of all prohibited uses (collectively, "**Prohibited Uses**"). Porsche Drive Canada, Ltd. reserves the right to add other restrictions and prohibitions from time to time. Any unreasonable or inappropriate use of the Vehicles, as determined by us, shall be deemed a violation or breach of this Rental Agreement, including these rules of use.

Without in any way limiting any of our other rights or remedies, we may immediately suspend or terminate your use of the Vehicles and participation in the Program if you engage or we suspect you have engaged in a Prohibited Use or for any violation or breach of our other rules of use. Upon suspension or termination, you will be responsible on a full indemnity basis, for any and all loss, damages, costs, charges, fees and expenses incurred by us as a result of a violation or breach of any of these rules of use. **In addition, you understand that engaging in a Prohibited Use or other violation of this Rental Agreement may void any insurance coverage or other liability protection (to the fullest extent permitted by law) that you may be entitled to through your participation in the Program.**

## 8. Who pays for gas?

You must pay for your own gas. While the Vehicle remains in your possession, you will purchase your own gas. When you return the Vehicle, we will either refill the tank at a local gas station, retaining the receipt, or refill the tank from fuel that we hold in our inventory, measuring the number of litres required. You will be charged, under the Master Subscription Services Agreement, to recover the cost of replacing that gas either using the receipt from the gas station or at the price per litre at the local market rate.



## **9. Notification of changes to your account.**

You are required to notify Porsche Drive Canada, Ltd. promptly, but in no event more than twenty-four (24) hours of the change, if any of the following information changes during the term of this Rental Agreement:

- the address of your primary residence;
- your email address or mobile phone number;
- your payment method or details; or
- eligibility of you or a Secondary Driver to rent or drive the Vehicles or participate in the Porsche Drive - Subscription Program (for example, changes in driver's licence status or driving record).

## **10. Notifying of damage to a Vehicle.**

You must promptly notify Porsche Drive Canada, Ltd. upon becoming aware of any damage of any kind whatsoever to a Vehicle. This includes damage to the exterior and damage to the interior. Provided you are otherwise in compliance with all of the provisions of this Rental Agreement, you will not be liable for any costs to repair regular wear and tear damage (as determined by Porsche Drive Canada, Ltd.) to the Vehicles.

To notify Porsche Drive Canada, Ltd. of damage (e.g., a dent, cracked or chipped windshield, or a coffee stain on the upholstery), select the appropriate option in the Technology Platform. The Technology Platform will prompt you to enter details of the damage and to take photographs of the damage using the camera on your phone.

## **11. What happens if a Vehicle is stolen while in your possession?**

Stolen Vehicles must be immediately reported to Porsche Drive Canada, Ltd and to the proper authorities. Please call Porsche Drive Canada, Ltd. as soon as is reasonably possible at [1- (888) 490-9077].

You must deliver to Porsche Drive Canada, Ltd a copy of the written police report for the stolen Vehicle within twenty-four (24) hours from the time of the incident or the time that such report becomes publicly available and cooperate in all reasonable respects with any attempts to recover the stolen Vehicle. Provided you are otherwise in compliance with all of the provisions of the Rental Agreement, Porsche Drive Canada, Ltd will provide you with a replacement Vehicle as promptly as possible, subject to availability.

## **12. What happens if a Vehicle has a breakdown?**

If one of the Vehicles breaks down, immediately ensure that you are in a safe location away from traffic hazards. You should then contact roadside assistance immediately by phone at [1- (888) 490-9077] so that they can get you moving again via Porsche Drive Canada, Ltd.'s roadside assistance service or otherwise. If a problem arises that prevents or limits your use of the Vehicle or that may compromise your safety or the safety of others, then you must immediately notify

Porsche Drive Canada, Ltd. and follow instructions and use reasonable care to protect your safety and the safety of others.

If roadside assistance does not get you moving again, and if you are within reasonable proximity to one of Porsche Drive Canada, Ltd.'s service centers, Porsche Drive Canada, Ltd. will arrange to bring a replacement Vehicle for you to drive, subject to availability. If you can safely remain with the Vehicle, you will be asked to remain with your original Vehicle until roadside assistance arrives at your location or until keys can be exchanged with you and you can be sent on your way. If you are not within reasonable proximity to one of Porsche Drive Canada, Ltd.'s service centers, a roadside assistance provider will be arranged to come out and take care of the problem.

If you wish to perform a jump start to one of the Vehicles, then you must notify Porsche Drive Canada, Ltd. immediately at the same number set forth above. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden for you to use the Vehicles to provide a jump start to any other vehicle.

### **13. What happens if you have an accident?**

In case of an accident involving the Vehicle, you must to the extent that provincial or local laws allow, obtain an official police or other accident report at the time of the accident or as soon as practicable thereafter, but in no event later than twenty-four (24) hours from the time of the accident or the time that such report becomes publicly available.

If you are involved in an accident, find a safe location and call 911 in the event of an emergency. If it is not an emergency, then you must nevertheless report the accident to the police or other authority in accordance with provincial or local laws. When speaking with other parties and the police, be factual but do not admit fault. Once all emergencies and safety issues have been handled, call Porsche Drive Canada, Ltd. at [1- (888) 490-9077]. The Porsche Drive Canada, Ltd. representative will guide you through the accident reporting process. You will need the following information:

- the date, time, and place of accident or incident;
- the name, address, date of birth and driver's licence number of all people involved (including all drivers, passengers, witnesses and other people involved);
- the insurance policy number and name and phone number for the insurance company and agent on all vehicles involved (regardless of any assessment of fault, including, without limitation, if you have your own automobile insurance policy, your own insurance policy number and the name and phone number for your own insurance company and agent);
- any pictures and/or video of the scene including all cars and property involved in the accident or incident;
- the licence plate numbers of any other vehicles involved, their make and year, and their vehicle identification number;
- a summary of the circumstances of the accident or incident, and the names and contact particulars of any witnesses; and
- to the extent available under provincial or local laws, an official police/accident report is required, regardless of liability or fault, and must be attached.

You agree to cooperate fully with Porsche Drive Canada, Ltd. and its representatives in the investigation and/or defense of any claim, lawsuit or proceedings arising from any accident or incident. You must immediately deliver to Porsche Drive Canada, Ltd. every process, pleading or other document relating to any claims, lawsuits and proceedings related to such accident or incident. Porsche Drive Canada, Ltd. may suspend any or all of your rights under your Master Subscription Services Agreement and your use of the Vehicles and participation in the Program, in its sole discretion, until any investigation or litigation has been concluded.

You acknowledge and agree that any accident or incident involving the Vehicle may be reported to the applicable insurance company or other rating agency and remain a part of your personal driving history for an indefinite period of time. YOU ALSO ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY MEDICAL OR OTHER COSTS ASSOCIATED WITH ANY INJURY SUSTAINED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY ACCIDENT OR INCIDENT WHILE THE VEHICLE IS IN YOUR POSSESSION AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND AGREE TO INDEMNIFY AND HOLD US HARMLESS AGAINST ANY COSTS OR DAMAGES ARISING OUT OF SUCH CLAIMS.

#### **14. What happens if you have a traffic violation or incur a toll?**

##### **14.1. Obligation.**

You must operate the Vehicle at all times in full compliance with all traffic and safety laws. You are responsible for any violations of such laws that occur during your use of the Vehicle, including but not limited to, all toll charges (“**Tolls**”), and speed limit, stop sign, red light, photo enforcement, parking, toll evasion fees, and other violations (each a “**Violation**”). You must not leave the Vehicle in a zone which has parking or other restrictions in effect. You are liable for all Tolls and Violations incurred during your possession of the Vehicle. You must notify Porsche Drive Canada, Ltd. of any Tolls or traffic violation notices issued to you or a Secondary Driver while operating a Vehicle or found on a Vehicle at the time of pickup of the Vehicle. All unreported Violations will be your responsibility if they occur during your possession of the Vehicle. Certain toll roads do not accept cash. To avoid toll Violations and associated fines, fees, and taxes (and processing and convenience fees described below), you must (a) pay all Tolls with a personal transponder that is accepted on the road, (b) use only cash lanes and pay cash, (c) plan a route to avoid Tolls, or (d) consult local authorities for other payment methods.

##### **14.2. Tolls and Violations Generally.**

If Porsche Drive Canada, Ltd. receives notice of a Toll or Violation, then it may either pay the face value of the Toll or Violation plus any fines, fees, or taxes on your behalf and then add the amounts paid plus an administrative fee of up to \$25 per Toll or Violation to your account charges, or Porsche Drive Canada, Ltd. may, if permitted by the authority issuing the Toll or Violation, transfer liability for the payment of the face value of the Toll, Violation, fines, fees, and/or taxes to you, and you will then be wholly responsible for all correspondence with the appropriate authority and any amounts due. If Porsche Drive Canada, Ltd transfers liability for a Toll or Violation to you, then it will charge you an administrative fee of up to \$25 per Toll or Violation. Porsche Drive Canada, Ltd. will endeavor to provide you with reasonable notice before it pays any penalties or fees attributable to you. Once paid by Porsche Drive Canada, Ltd,

it may not be possible for you to challenge the penalty or fee. The right to appeal, or transfer liability, on any traffic or parking charge issued by any authority or body belongs to Porsche Drive Canada, Ltd. and will be at its sole discretion. You agree that Porsche Drive Canada, Ltd. may provide your information to applicable authorities and/or third parties to process payment and/or transfer liability to you for any such penalties, fees and violations. Without in any way limiting the generality of the foregoing, in the case of certain Violations, Porsche Drive Canada, Ltd. may be obligated to pass on the details to the police, who may then contact you directly. You authorize Porsche Drive Canada, Ltd. to release your rental and payment method information to a Provider (defined below) for processing and billing purposes. If Porsche Drive Canada, Ltd. or a Provider pay a Toll or Violation assessed on the Vehicle during a Program Period, then you hereby authorize Porsche Drive Canada, Ltd. or the Provider to (a) charge all payments and administrative fees to the payment method you use for your Porsche Drive - Subscription Membership Fees, and (b) contact you directly or send invoices regarding any Tolls or Violations incurred by you or assessed against us to the Vehicle during a Program Period.

#### 14.3. Electronic Toll Payment Service.

As an alternative to the process described above, the Vehicle may be equipped with the ability to pay tolls electronically through Porsche Drive Canada, Ltd. or a third-party provider (“**Provider**”). In that case, if a Toll is incurred on the Vehicle, then Porsche Drive Canada, Ltd. or the Provider will charge you for the actual cost of the Toll incurred plus (a) all applicable fees and taxes and service charges, and (b) all applicable payment processing charges and convenience fees set forth in Part B of this Schedule (Schedule of Fees). If Porsche Drive Canada, Ltd. or a Provider charge you for a Toll you believe you paid, then you must submit proof of payment to Porsche Drive Canada, Ltd. to be relieved of your obligation to pay us or the Provider.

### **15. Will my Vehicle be tracked?**

**Your usage of the Vehicles will be tracked to ensure proper use (to the extent permitted by law).**

Porsche Drive Canada, Ltd. wants to offer Vehicles that are in very good condition. In order to do that, and to the extent permitted by law, Porsche Drive Canada, Ltd. intends to keep track of how those Vehicles have been used and maintained by you. This tracking of usage allows Porsche Drive Canada, Ltd. to be certain that the Vehicles have been well maintained and have been used properly. It also helps Porsche Drive Canada, Ltd. to anticipate maintenance needs for the Vehicles before urgent action is required and, if permitted by law, allows Porsche Drive Canada, Ltd. to monitor for drivers who are treating the Vehicles in a way that is negligent, abusive or is likely to cause abnormally high wear and tear.

Each of the Vehicles is equipped with technology that, to the extent permitted by law, allows Porsche Drive Canada, Ltd. to track its location and that informs Porsche Drive Canada, Ltd. when certain driving events occur. For example, the technology may inform Porsche Drive Canada, Ltd. when a Vehicle accelerates unusually fast, brakes unusually hard or takes a corner at an unusually high speed. **BY DRIVING THE VEHICLE AND USING PORSCHE DRIVE CANADA, LTD.’s SERVICES, YOU ARE EXPRESSLY CONSENTING TO THE**

TRACKING DESCRIBED IN THIS SCHEDULE AND IN THE PRIVACY POLICY, TO THE EXTENT PERMITTED BY LAW.

You must drive responsibly and look after the Vehicles in your possession in the same manner as would a diligent owner. In the interests of all our clients who are obtaining similar services, we reserve the right to suspend or terminate the provision of any or all Services to you if you treat any Vehicle in a manner that is not consistent with those expectations. If you drive or have driven a Vehicle in an imprudent, abusive or negligent manner, or you experience damage incidents at a rate above the norm, or you fail to report instances of damage that should reasonably be detected, or you act in a manner inconsistent with these rules of use, then we reserve the right in our sole discretion to terminate or suspend service immediately or to give you an advisory warning.

## Schedule 2 – Porsche Drive – Rental Program Rental Agreement Terms and Conditions

### Part A: Additional Program Terms and Conditions

#### 1. Driver Age Restrictions and Insurance Obligation.

To be eligible to rent and drive the Vehicle, you must be

(a) at least twenty-five (25) years of age, and

(b) the named insured under a valid automobile insurance policy that provides coverage or that is endorsed to provide coverage for rented or non-owned automobiles (including the Vehicle), or you are the spouse of and live with such person and you are covered under such policy.

2. Rental Period. You agree to return each Vehicle at the date, time, and place agreed to in this Rental Agreement. You may extend the Rental Period if you obtain Porsche Drive Canada, Ltd.'s consent before the end of the Rental Period. However, each Rental Period 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 extend the Rental Period.**

#### 3. Insurance.

3.1. Insurance Coverage. You acknowledge and agree that

(a) you are and will continue to be at all times during the term of this Rental Agreement, the named insured under a valid automobile insurance policy that provides coverage or that is endorsed to provide coverage for rented or non-owned automobiles (including the Vehicle), or you are the spouse of and live with such person and you are covered under such policy, and

(b) such automobile insurance policy provides, at a minimum, the following coverages: liability insurance coverage for bodily injury or death or damage to the property of others; coverage for what is commonly referred to as accident benefits; uninsured or unidentified motorist coverage for bodily injury or death or damage to the Vehicle; and comprehensive and collision coverage.

We will comply with applicable automobile insurance or other motor vehicle financial responsibility law by obtaining insurance coverage for the benefit of qualifying persons under the terms and subject to all of the conditions of a standard automobile insurance policy. If you have complied with all of the terms and conditions of this Rental Agreement including the rules of use set out in Part C herein, and if we are obligated to extend our automobile insurance or other motor vehicle financial responsibility to you, passengers or other third parties, then our obligation to so extend is limited to the applicable provincial or territorial minimum insurance or financial responsibility amounts.

You acknowledge that our automobile insurance policy (i) contains exclusions, conditions and limitations applicable to anyone claiming coverage thereunder, and you hereby agree to be bound by them, and (ii) applies only in Canada and the contiguous United States of America.

No other insurance is provided by us. To the extent permitted by law, use of a vehicle in violation of the terms and conditions of this Rental Agreement is without permission, is a breach of this Rental Agreement, and disqualifies you and any driver from our applicable automobile insurance or other motor vehicle financial responsibility.

3.2. Rental Company / Owner's Insurance is Excess. Except where required by law to be primary, any insurance or self-insurance maintained by us or the owner of the Vehicle (the "Owner") and applicable to the Vehicle, shall be secondary to any applicable insurance or self-insurance available to you, any driver or any other third parties from any source, whether primary, excess, secondary or contingent in any way. If valid automobile liability insurance or self-insurance is available on any basis to you or any other driver and such insurance or self-insurance satisfies the applicable automobile insurance or motor vehicle financial responsibility law, then such insurance shall be primary, and neither we nor the Owner extends any of its insurance or motor vehicle financial responsibility to any person.

3.3. Optional Insurance. Without in any way limiting the generality of the foregoing, if our and/or Owner's insurance coverage or motor vehicle financial responsibility for the Vehicle includes supplementary no fault, non-compulsory, uninsured or unidentified motorist coverage, or any other optional or rejectable coverage, then we and/or the Owner shall not be required to extend any such insurance coverage or motor vehicle financial responsibility to you, any driver, passengers or other third parties.

3.4. Your Other Financial Responsibility. Without in any way limiting the generality of any other provision of this Rental Agreement, including your obligation to provide automobile insurance coverage, if our applicable automobile insurance or other motor vehicle financial responsibility does not apply for any reason whatsoever including, without limitation, where the Vehicle is used in violation of this Rental Agreement, then you are liable for the entire cost of the Vehicle's repair or replacement and for any other claims of any kind made by third parties (including those made against us and/or the Owner), and for the defence from and indemnity for such claims.

Neither we nor the Owner is responsible for any loss of or damage to any personal property (including data contained therein) of you, any driver, passengers or other third parties, and no insurance coverage is provided in connection with same.

3.5. 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 a Vehicle, then you must immediately pay or transfer such funds to us.

4. Power of Attorney. You hereby irrevocably appoint and constitute us as your true and lawful attorney, from time to time, and at our sole discretion, 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 the Rental Company Indemnitees harmless from such claims, and (b) endorse your name to entitle us to receive insurance payments directly from the applicable payor.

5. Termination by Us. We may, upon written notice to you, immediately terminate this Rental Agreement (and no Program Fees or other fees will be refunded to you in the event of termination pursuant to this paragraph) if:

(a) you fail to pay any sum when due under your Master Subscription Services Agreement with Porsche Drive Canada, Ltd.;

(b) you fail to comply with any term or condition of this Rental Agreement including this Schedule 2;

(c) you fail to meet any of the eligibility criteria;

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

(e) you engage in any activities or conduct that we determine, in our reasonable discretion, to be inappropriate, negligent, offensive, abusive or otherwise unacceptable;

(f) you are not paying your debts as such debts generally become due, you become insolvent or file or have filed against you a petition or application under any bankruptcy, insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition or application, you propose any dissolution, liquidation, financial reorganization or recapitalization with creditors, you make a general assignment for the benefit of creditors or if a receiver, trustee, custodian or similar agent is appointed for you or takes possession of any of your property or business;

(g) you fail to comply with any term or condition of this Rental Agreement; or

(h) you cease to be a member of the Porsche Drive - Rental Program.

#### Part B: Schedule of Fees

You must provide a valid credit or debit card in your name to rent the Vehicle, the particulars of which will be retained by Porsche Drive Canada, Ltd. for a reasonable period of time to cover the fees, charges, surcharges and other amounts due hereunder.

1. Rental and Other Charges. You agree to pay Porsche Drive Canada, Ltd. Rental Fees associated with the Vehicle you choose when you make a reservation plus all applicable cleaning, refueling and excess mileage charges and other charges, surcharges and amounts identified in this Rental Agreement (including this Schedule 2) or in your Master Subscription



Services Agreement with Porsche Drive Canada, Ltd., which are incurred in connection with your use of the Vehicle, together with all applicable taxes and other governmental levies thereon, and all costs including reasonable lawyers' fees, incurred in collecting same from you or otherwise enforcing our rights under this Rental Agreement. The payment method you provided that is on file with Porsche Drive Canada, Ltd. will be charged automatically for such fees, charges, surcharges and amounts upon or following the completion of each Rental Period. All daily rates are based on a twenty-four (24) hour period beginning on the date and time noted in your account record. Porsche Drive Canada, Ltd. 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. For example, if a Vehicle is delivered to you at 10 AM on Wednesday, and you return it at 3 PM on Thursday, you will be charged for two (2) days.

2. **Cleaning Fee.** You must return the Vehicle in a clean condition for others to use. If you return the Vehicle in any other condition, then Porsche Drive Canada, Ltd. shall have the right to charge you up to \$250 for cleaning fees, together with applicable taxes thereon.

3. **Fines, Expenses, Costs, and Administrative Fees.** You must pay all fines, penalties, and court costs for parking, traffic, toll, and other violations, including storage liens and charges. You must also pay a reasonable administrative fee with respect to any violation of this Rental Agreement, such as for repossessing or recovering the Vehicle for any reason. You agree Porsche Drive Canada, Ltd. may, in its sole discretion, pay all tickets, citations, summons, fines, penalties, and court cost on your behalf to the appropriate authority. In the event it pays any of these amounts on your behalf, you agree to reimburse Porsche Drive Canada, Ltd. for the cost of such payments plus a reasonable administrative fee. You agree and acknowledge that we and Porsche Drive Canada, Ltd. may cooperate with officials charged with enforcing these infractions and may provide any and all information they may request or that may otherwise be required. In the event Porsche Drive Canada, Ltd. utilizes a third party to assist in resolving any tickets, citations, summons, fines, or penalties, you agree to pay all costs and collections fees, including, without limitation, administrative and legal costs to such third party upon demand without protest. You agree to indemnify and hold the Porsche Indemnitees, and each of them, harmless in connection with any tickets, citations, summons, fines, penalties, and administrative fees.

**4. Security Deposit.** Under your Master Subscription Services Agreement with Porsche Drive Canada, Ltd., at the beginning of each Rental Period, you consent to the reservation or set-aside by your credit card issuer of the credit card that you provided for payment, an amount of \$5,000 (the "Reserve"). You agree that Porsche Drive Canada, Ltd. may use all or a portion of the Reserve to cover costs (excluding Rental Fees) incurred while the Vehicle was in your possession. You understand that (a) Porsche Drive Canada, Ltd. will authorize the release of any excess Reserve after completion of the applicable Rental Period, and after Porsche Drive Canada, Ltd. has completed its final audit of charges and other amounts due, (b) your card issuer's rules will apply to your account being credited for any excess, and (c) any excess may not be immediately released by your card issuer.

5. **Cancellations.** In the event of a cancellation of a reservation, Porsche Drive Canada, Ltd. must receive written notice of the cancellation at the email address provided with the booking confirmation at least seventy-two (72) hours prior to the applicable Rental Period start date to

avoid charges to the card on file and to receive a refund. Cancellations within seventy-two (72) hours of the Rental Period start date will be charged fifty percent (50%) of the total estimated Rental Fee. Missed reservations without notice will be charged in full.

6. Other Charges. You must pay Porsche Drive Canada, Ltd. all fees, charges, surcharges and other amounts incurred when due. The following amounts are due upon completion of each rental, including, without limitation: (a) Rental Fees; (b) sales and other taxes, levies, surcharges, and fees; (c) refueling costs; (d) toll fees, moving, parking, photo enforcement and other violations, and related fines, fees, and taxes (as further described in the rules of use); (e) reasonable costs arising from one of the Vehicles being returned or left at any location other than the location that we specify for your authorized return or exchange of the Vehicle; (f) towing, storage, and impound fees; (g) all costs incurred in collecting payment from you or otherwise enforcing Porsche Drive Canada, Ltd.'s rights under this Rental Agreement, including, without limitation, reasonable lawyers' fees; (h) excess mileage fees; and (i) such other fees, charges, surcharges and amounts as provided herein.

## Part C: How it Works and Rules of Use

### 1. How do you receive a Vehicle?

In general, we will arrange to deliver your Vehicle to you after we have confirmed your reservation for the Vehicle. If you would prefer to pick up a Vehicle, then we can arrange for pick-up at one of Porsche Drive Canada, Ltd.'s service locations. At handover, our customer service representative will walk you through the Vehicle's layout and features.

### 2. How do we connect to a Vehicle's Bluetooth or other infotainment systems?

We will be happy to help you connect your Bluetooth phone and to create pre-sets for your favorite radio stations and common GPS destinations. **If you choose to do so, then please note that such use shall be subject to any applicable terms and conditions and/or privacy policy which are separate from the Rental Agreement including this Schedule, and the Vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the Vehicle system screen to delete this information and the device from the Vehicle's memory.**

### 3. How do you return a Vehicle?

At the conclusion of the Rental Period, we will pick up the Vehicle at a mutually agreed upon location on the due-in date and time, or you can return the Vehicle on or before its due-in date and time to one of Porsche Drive Canada, Ltd.'s service locations during normal business hours for such location. At the time when you return a Vehicle to us, the Vehicle must be in the same condition as it was when provided to you and ready for use by another driver.

You must remove all personal items from the Vehicle, including accessories, bags, luggage, equipment, digital data, etc. Although we will make reasonable efforts to return lost or forgotten

property to you, we shall not be liable for any property left in a Vehicle or stolen from a Vehicle during your use. You agree not to hold us or any of our employees, contractors, agents or representatives responsible for any such personal property, whether it is yours or belongs to another person. Any non-perishable items found by us in a Vehicle will be held for a period of not less than ten (10) days. Property not claimed within this period will be donated to charity or disposed of, as permitted by law.

#### **4. Who can drive a Vehicle?**

Only you may drive a Vehicle under your rental. All other persons, regardless of the circumstances, are expressly prohibited from driving the Vehicles at any time.

#### **5. Is there a mileage limitation?**

Each rental has a certain number of kilometres included in the Rental Fee. If you exceed such number in respect of any Rental, then you will be charged, and you shall pay to Porsche Drive Canada, Ltd., \$1 per excess kilometre.

#### **6. Keeping the Vehicle clean.**

We expect you to use common-sense standards of cleanliness. You are responsible for returning the Vehicle to us in good working order and ready for use by another driver without the need to invest undue effort in cleaning and detailing. In the event that the Vehicle does become unexpectedly dirty, you must let Porsche Drive Canada, Ltd. know via SMS, instant messaging, email or phone.

In addition, all drivers of the Vehicles and their guests must abide by the following rules that are intended to keep the Vehicle in good condition:

**(a) No smoking/vaping inside or near the Vehicle – no exceptions!**

**(b) Pets may only be transported in a pet carrier.** Pets are only permitted if they are transported in locked pet carriers, except in the case of service animals, which are allowed in the Vehicles without being in locked pet carriers in accordance with Porsche Drive Canada, Ltd.'s policies. You are subject to additional cleaning fees and charges if we find evidence of pets in the Vehicles during your use.

#### **7. Maintenance and repairs.**

Porsche Drive Canada, Ltd. will arrange to perform all necessary and required routine maintenance on all of the Vehicles. You must notify Porsche Drive Canada, Ltd. immediately upon discovering any abnormality during your operation of the Vehicles. For example, you must report any warning lights that stay on after ignition or that indicate that service or maintenance is required, any evidence of leaking fluids near the Vehicle, any tire damage or excess wear on the tires, any cracked, broken or missing mirrors, any cracks or chips in the windshield, any other damage to the exterior of the Vehicle, any inoperable signals, any unusual noises when the

Vehicle is operated, and any other condition that may render the Vehicle unsafe or illegal to operate.

It is important to, and you must respond appropriately and promptly to all warning lights, chimes, indicators and alerts. Unusual noises or handling, including without limitation strange engine or other mechanical sounds, performance changes, warning or indicator lights or indicators, must be reported to Porsche Drive Canada, Ltd. as soon as noted by phone at [1-888-490-9077]. 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.

Vehicles may require emergency roadside assistance from time to time. Porsche Drive Canada, Ltd. provides access to emergency roadside assistance and support as part of the Program. If, however, your need for emergency roadside assistance results from a breach of this Rental Agreement or a violation of the rules of use herein, then you may be charged for the costs of such assistance.

## **8. What uses are prohibited?**

You must always use the Vehicle in accordance with all highway and other applicable laws. 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 any of the Vehicles under the following conditions is strictly prohibited:**

- (a) in violation of instructions in the owner manual;
- (b) without use of the safety restraints by all Vehicle occupants, including seat belts and child safety restraints;
- (c) by anyone who has provided false information or who has made or makes false or misleading representations in connection with use of the Vehicles or participation in the Program (including, without limitation, regarding his/her name, age, address, driving record or other matters);
- (d) by any person with a driving history that does not meet Porsche Drive Canada, Ltd.'s then-current eligibility requirements;
- (e) in violation of any applicable traffic or other laws (except for minor traffic violations);
- (f) by any person who is impaired due to (i) alcohol, (ii) any drug or medication under the effects of which the operation of a Vehicle is prohibited or not recommended, or (iii) illness, fatigue, injury, or otherwise;
- (g) on a track or in any drag race, speed race, rally or other competition;
- (h) in the commission or attempted commission of any crime or for any other illegal or improper activity or purpose;

(i) transporting a number of passengers in excess of the seating capacity of the Vehicle or baggage or other items that would cause the Vehicle to exceed its manufacturer recommended or legal weight limits;

(j) by any person who does not have a valid driver's licence for the applicable jurisdiction in which the Vehicle is operated or used (or whose driver's licence has restrictions that are not complied with by such person when driving the Vehicle);

(k) by any person who is driving while distracted including, without limitation, driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law;

(l) for any towing or pushing of any trailer, car, boat or any other vehicle, unless the Vehicle is equipped by us to do that activity;

(m) for any business or commercial purpose, including, without limitation, transporting people or goods in commerce or operating a taxi, limousine, shuttle, livery, ride-sharing, ride-hailing, pick-up and/or delivery, or transportation network service;

(n) transporting or driving the Vehicle to or in any place other than Canada and the contiguous United States of America;

(o) 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; or

(p) in any reckless, imprudent, negligent, abusive or abnormal manner for using a Vehicle.

The foregoing are examples only, and are not intended to be a complete list of all prohibited uses (collectively, "**Prohibited Uses**"). Porsche Drive Canada, Ltd. reserves the right to add other restrictions and prohibitions from time to time. Any unreasonable or inappropriate use of the Vehicles, as determined by us shall be deemed a violation or breach of this Rental Agreement, including these rules of use.

Without in any way limiting any of our other rights or remedies, we may immediately suspend or terminate your use of the Vehicles and Services if you engage or we suspect you have engaged in a Prohibited Use or for any violation or breach of our other rules of use. Upon suspension or termination, you will be responsible on a full indemnity basis, for any and all loss, damages, costs, charges, fees and expenses incurred by us as a result of a violation or breach of any of these rules of use. **In addition, you understand that engaging in a Prohibited Use or other violation of this Rental Agreement may void any insurance coverage or other liability protection (to the fullest extent permitted by law) that you may be entitled to through your participation in the Program.**

## **9. Who pays for gas?**

You must pay for your own gas.

While the Vehicle remains in your possession, you will purchase your own gas. When you return the Vehicle, we will either refill the tank at a local gas station, retaining the receipt, or refill the tank from fuel that we hold in our inventory, measuring the number of litres required. Porsche Drive Canada, Ltd. will charge you to recover the cost of replacing that gas either using the receipt from the gas station or at the price per litre at the local market rate.

#### **10. Notification of changes to your account.**

You must notify Porsche Drive Canada, Ltd. promptly if any of the following information changes during the term of this Rental Agreement:

- (a) the address of your primary residence;
- (b) your email address or mobile phone number;
- (c) your payment method or details; or
- ((d) your eligibility to rent or drive the Vehicles or participate in the Porsche Drive - Rental Program (for example, changes in driver's licence status or driving record).

#### **11. Notification of damage to a Vehicle.**

You must promptly notify Porsche Drive Canada, Ltd. upon becoming aware of any damage of any kind whatsoever to a Vehicle. This includes damage to the exterior and damage to the interior. Provided you are otherwise in compliance with all of the provisions of this Rental Agreement, you will not be liable for any costs to repair regular wear and tear damage (as determined by Porsche Drive Canada, Ltd.) to the Vehicles.

To notify Porsche Drive Canada, Ltd. of damage (e.g., a dent, cracked or chipped windshield, or a coffee stain on the upholstery), select the appropriate option in the Technology Platform. The Technology Platform will prompt you to enter details of the damage and to take photographs of the damage using the camera on your phone.

#### **12. What happens if a Vehicle is stolen while in your possession?**

Stolen Vehicles must be immediately reported to Porsche Drive Canada, Ltd. and to the proper authorities. Please call Porsche Drive Canada, Ltd. as soon as is reasonably possible by phone at 1-888-490-9077.

You must deliver to Porsche Drive Canada, Ltd. a copy of the written police or other report for the stolen Vehicle within twenty-four (24) hours from the time of the incident or the time that such report becomes publicly available and cooperate in all reasonable respects with any attempts to recover the stolen Vehicle.

### **13. What happens if a Vehicle has a breakdown?**

If one of the Vehicles breaks down, immediately ensure that you are in a safe location away from traffic hazards. You should then contact roadside assistance immediately by phone at 1-888-490-9077 so that they can get you moving again via Porsche Drive Canada, Ltd.'s roadside assistance service or otherwise. If a problem arises that prevents or limits your use of the Vehicle or that may compromise your safety or the safety of others, then you must immediately notify Porsche Drive Canada, Ltd. and follow instructions and use reasonable care to protect your safety and the safety of others.

If roadside assistance does not get you moving again, and if you are within reasonable proximity to one of Porsche Drive Canada, Ltd.'s service centers, Porsche Drive Canada, Ltd. will arrange to bring a replacement Vehicle for you to drive, subject to availability. If you can safely remain with the Vehicle, you will be asked to remain with your original Vehicle until roadside assistance arrives at your location or until keys can be exchanged with you and you can be sent on your way. If you are not within reasonable proximity to one of Porsche Drive Canada, Ltd.'s service centers, a roadside assistance provider will be arranged to come out and take care of the problem.

If you wish to perform a jump start to one of the Vehicles, then you must notify Porsche Drive Canada, Ltd. immediately at the same number set forth above. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden for you to use the Vehicles to provide a jump start to any other vehicle.

### **14. What happens if you have an accident?**

In case of an accident involving the Vehicle, you must to the extent that provincial or local laws allow, obtain an official police or other accident report at the time of the accident or as soon as practicable thereafter, but in no event later than twenty-four (24) hours from the time of the accident or the time that such report becomes publicly available.

If you are involved in an accident, find a safe location and call 911 in the event of an emergency. If it is not an emergency, then you must nevertheless report the accident to the police or other authority in accordance with provincial or local laws. When speaking with other parties and the police, be factual but do not admit fault. Once all emergencies and safety issues have been handled, call Porsche Drive Canada, Ltd. at [1 888 490 9077]. The Porsche Drive Canada, Ltd. representative will guide you through the accident reporting process. You will need the following information:

- (a) the date, time, and place of accident or incident;
- (b) the name, address, date of birth and driver's licence number of all people involved (including all drivers, passengers, witnesses and other people involved);
- (c) the insurance policy number and name and phone number for the insurance company and agent on all vehicles involved (regardless of any assessment of fault, including, without

limitation, your own insurance policy number and the name and phone number for your own insurance company and agent);

(d) any pictures and/or video of the scene including all cars and property involved in the accident or incident;

(e) the licence plate numbers of any other vehicles involved, their make and year, and their vehicle identification number;

(f) a summary of the circumstances of the accident or incident, and the names and contact particulars of any witnesses; and

(g) to the extent available under provincial or local laws, an official police/accident report is required, regardless of liability or fault, and must be attached.

You agree to cooperate fully with Porsche Drive Canada, Ltd. and Aviva Canada Inc. 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 Porsche Drive Canada, Ltd. every process, pleading or other document relating to any claims, lawsuits and proceedings related to such accident or incident. Porsche Drive Canada, Ltd. may suspend or terminate any or all of your rights under your Master Subscription Services Agreement with Porsche Drive Canada, Ltd., and/or terminate your rental, in its sole discretion, until any investigation or litigation has been concluded.

You acknowledge and agree that any accident or incident involving the Vehicle may be reported to the applicable insurance company or other rating agency and remain a part of your personal driving history for an indefinite period of time. YOU ALSO ACKNOWLEDGE AND AGREE THAT NEITHER WE ARE NOT RESPONSIBLE FOR ANY MEDICAL OR OTHER COSTS ASSOCIATED WITH ANY INJURY SUSTAINED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY ACCIDENT OR INCIDENT WHILE THE VEHICLE IS IN YOUR POSSESSION AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND AGREE TO INDEMNIFY AND HOLD US HARMLESS AGAINST ANY COSTS OR DAMAGES ARISING OUT OF SUCH CLAIMS.

## **15. What happens if you have a traffic violation or incur a toll?**

15.1. Obligation. You must operate the Vehicle at all times in full compliance with all traffic and safety laws. You are responsible for any violations of such laws that occur during your use of the Vehicle, including but not limited to, all toll charges (“**Tolls**”), and speed limit, stop sign, red light, photo enforcement, parking, toll evasion fees, and other violations (each a “**Violation**”). You must not leave a Vehicle in a zone which has parking or other restrictions in effect. You are liable for all Tolls and Violations incurred during your possession of the Vehicle. You must notify Porsche Drive Canada, Ltd. of any Tolls or traffic violation notices issued to you while operating the Vehicle or found on a Vehicle at the time of pickup of the Vehicle. **Certain toll roads do not accept cash. To avoid toll Violations and associated fines, fees, and taxes (and processing and convenience fees described below), you must (a) pay all Tolls with a**



**personal transponder that is accepted on the road, (b) use only cash lanes and pay cash, (c) plan a route to avoid Tolls, or (d) consult local authorities for other payment methods.**

15.2. Tolls and Violations Generally. If Porsche Drive Canada, Ltd. receives notice of a Toll or Violation, then it may either pay the face value of the Toll or Violation plus any fines, fees, or taxes on your behalf and then add the amounts paid plus an administrative fee of up to \$25 per Toll or Violation to your account charges, or it may, if permitted by the authority issuing the Toll or Violation, transfer liability for the payment of the face value of the Toll, Violation, fines, fees, and/or taxes to you, and you will then be wholly responsible for all correspondence with the appropriate authority and any amounts due. If Porsche Drive Canada, Ltd. transfers liability for a Toll or Violation to you, then it will charge you an administrative fee of up to \$25 per Toll or Violation. Porsche Drive Canada, Ltd. will endeavor to provide you with reasonable notice before it pays any penalties or fees attributable to you. Once paid by Porsche Drive Canada, Ltd., it may not be possible for you to challenge the penalty or fee. The right to appeal, or transfer liability, on any traffic or parking charge issued by any authority or body belongs to Porsche Drive Canada, Ltd. and will be at its sole discretion. You agree that Porsche Drive Canada, Ltd. may provide your information to applicable authorities and/or third parties to process payment and/or transfer liability to you for any such penalties, fees and violations. Without in any way limiting the generality of the foregoing, in the case of certain Violations, Porsche Drive Canada, Ltd. may be obligated to pass on the details to the police, who may then contact you directly. You authorize Porsche Drive Canada, Ltd. to release your rental and payment method information to a Provider (defined below) for processing and billing purposes. If Porsche Drive Canada, Ltd. or a Provider pay a Toll or Violation assessed on the Vehicle during a Rental Period, then you hereby authorize Porsche Drive Canada, Ltd. or the Provider to (a) charge all payments and administrative fees to the payment method on file, and (b) contact you directly or send invoices regarding any Tolls or Violations incurred by you or assessed against Porsche Drive Canada, Ltd. to the Vehicle during a Rental Period.

15.3. Electronic Toll Payment Service. As an alternative to the process described above, the Vehicle may be equipped with the ability to pay tolls electronically through Porsche Drive Canada, Ltd. or a third-party provider (“**Provider**”). In that case, if a Toll is incurred on the Vehicle, then Porsche Drive Canada, Ltd. or the Provider will charge you for the actual cost of the Toll incurred plus (a) all applicable fees and taxes and service charges, and (b) all applicable payment processing charges and convenience fees set forth in Part B of this Schedule (Schedule of Fees). If Porsche Drive Canada, Ltd. or a Provider charge you for a Toll you believe you paid, then you must submit proof of payment to us to be relieved of your obligation to pay us or the Provider.

## **16. Will my Vehicle be tracked?**

**Porsche Drive Canada, Ltd. will track your usage of the Vehicles to ensure proper use (to the extent permitted by law).**

Porsche Drive Canada, Ltd. wants to offer Vehicles that are in very good condition. In order to do that, and to the extent permitted by law, Porsche Drive Canada, Ltd. intends to keep track of how those Vehicles have been used and maintained by you. This tracking of usage allows

Porsche Drive Canada, Ltd. to be certain that the Vehicles have been well maintained and have been used properly. It also helps Porsche Drive Canada, Ltd. to anticipate maintenance needs for the Vehicles before urgent action is required and, if permitted by law, allows Porsche Drive Canada, Ltd. to monitor for drivers who are treating the Vehicles in a way that is negligent, abusive or is likely to cause abnormally high wear and tear.

Each of the Vehicles is equipped with technology that, to the extent permitted by law, allows Porsche Drive Canada, Ltd. to track its location and that informs Porsche Drive Canada, Ltd. when certain driving events occur. For example, the technology may inform Porsche Drive Canada, Ltd. when a Vehicle accelerates unusually fast, brakes unusually hard or takes a corner at an unusually high speed. **BY DRIVING THE VEHICLES AND USING OUR AND PORSCHE DRIVE CANADA, LTD.'s SERVICES, YOU EXPRESSLY CONSENT, TO THE EXTENT PERMITTED BY LAW, TO THE TRACKING DESCRIBED IN THIS SCHEDULE AND IN THE PRIVACY POLICY.**

You must drive responsibly and look after the Vehicles in your possession in the same manner as would a diligent owner. In the interests of all our clients, we reserve the right to suspend or terminate our Services for you if you treat any Vehicle in a manner that is not consistent with those expectations.