

# Attachment

## Car Hire Contract (1/3)

between **SPORTTOTAL EVENT GmbH**, Stammheimer Straße 31, 70435 Stuttgart, Germany, hereinafter referred to as '**SPORTTOTAL**', and

Last name, first name: \_\_\_\_\_

Address: \_\_\_\_\_ hereinafter referred to as '**Customer**'

Driving licence ID of the Customer: \_\_\_\_\_ Identification card no. of the Customer: \_\_\_\_\_

**I. Leasing object:** SPORTTOTAL lets to the Customer the Porsche car listed hereinafter

**Model:**

**Political registration mark:**

**II. Intended purpose:** The Customer receives the vehicle in order to

**III. Term of lease and leasing fee if applicable:**

1. The term of the lease is from: \_\_\_\_\_ to: \_\_\_\_\_

2. Price/day in EUR: \_\_\_\_\_ Price/km in EUR: \_\_\_\_\_

**IV. Type of lease and use:**

- Leasing of the vehicle is done for its use within the usual scope - within the limits defined in (2) hereunder  
 by the Customer him-/herself. S/he is the only one entitled to drive the vehicle.  
 by the Customer him-/herself and his/her own employees authorised by him-/herself. Only the Customer him/herself and those employees are entitled to drive the vehicle.  
*(Please mark as applicable)*
- A transfer of the vehicle to third parties without prior written consent by SPORTTOTAL is inadmissible. In addition, the Customer acknowledges that the vehicle is the sole property of Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart, Germany (hereinafter referred to as '**Porsche**'), and guarantees to refrain from any and all disposal of the object hereunder. The Customer shall strive to prevent any attempts by third parties to seize the vehicle with all available legal means and to notify SPORTTOTAL immediately of these attempts.
- The customer declares that s/he has a valid driving licence or that s/he will ensure that any employees or third parties s/he allows to use the vehicle to – cf. IV. (1) and (2) above – present such driving licence before the vehicle is handed over to them. In addition/ Furthermore, the customer declares to sign the attached exclusion of liability to the credit of Porsche AG and to hand over/deliver the document to SPORTTOTAL.
- S/he undertakes to treat the vehicle properly and carefully, to keep it properly serviced and to only use it in safe operating conditions. It is not permitted to use mobile devices or to smoke while driving. Furthermore, the Customer shall protect the vehicle against damage and theft in an appropriate manner and to take appropriate protective measures at his/her own expense.

**V. Third-party liability insurance:** The vehicle is licensed under the name of Porsche and covered by third-party liability insurance. For countries of the European Economic Community and Switzerland, the insurance cover shall be to the amount prescribed by law in the country in question, but at least a lump sum of EUR 100 million for each incident for injury to persons, damage to property and economic loss (in the case of injury to persons, however, no more than EUR 12 million per injured person for passenger cars and no more than EUR 8 million per injured person for other vehicles). The vehicle's third-party liability insurance for other countries shall provide cover to a lump-sum amount of EUR 8 million for each incident for injury to persons, damage to property and economic loss; the insurance cover in this regard shall not extend to claims from contractual penalties, fines and damages with a punitive character (punitive or exemplary damages).

# Attachment

## Car Hire Contract (2/3)

### VI. No comprehensive vehicle damage insurance, notification of damage:

1. There is no comprehensive vehicle damage insurance.  
However, subject to VII. hereunder, the Customer shall be placed in a position with regard to damage to the vehicle as if a comprehensive vehicle damage insurance  
 without excess.  
 with an excess of € \_\_\_\_\_ *(please mark as applicable)*  
has been taken out for the vehicle.
2. Damaging events must be notified to SPORTTOTAL immediately but at the latest within 3 days, in the event of an accident stating
  - date, time and place of the accident;
  - driving licence of the driver (class, issuing authority, date of issue)
  - address and insurance number of the other party/parties involved in the accident and the registration numbers of the vehicles involved in the accident
  - accident report (detailed including illustration) and name and address of possible witnesses,
  - extent of damage (injury, death, property damage) and current location of the vehicle.If SPORTTOTAL has provided damage protocols to the Customer, the Customer shall use them when making the notification of damages.

**VII. Liability of the Customer:** The Customer is unlimitedly liable towards SPORTTOTAL as of the date of transfer until return of the vehicle for destruction of the vehicle (including loss and confiscation) and for any and all damages if the destruction of the vehicle or the damage to the vehicle was caused by gross negligence or wilful intent of the Customer. If the destruction of or damage of the vehicle occurs in the course of use outside of the agreed intended use pursuant to II hereunder or in breach of IV hereunder, the Customer shall bear the liability for slight negligence as well, regardless of whether the Customer him-/herself or the driver was responsible of such slight negligence. The Customer shall also be liable for slightly negligently caused damage or destruction if the vehicle is used without the required driving licence on public streets or paths.

**VIII. Limited liability of SPORTTOTAL, release from liability:** SPORTTOTAL shall only be liable for compensation of damages – regardless of the legal reason – in case of wilful intent and gross negligence. In case of slight negligence, SPORTTOTAL is only liable for damage arising from injury to life, body or health and for damages arising from the breach of a major contractual obligation (i.e. an obligation only making possible proper execution of the agreement by its performance and on which the contractual partner relies and may rely on); however, in such case, SPORTTOTAL's liability is limited to compensation for the foreseeable, typically incurred damage. Legal claims arising from the German product liability act shall remain unaffected. Claims towards staff members and vicarious agents of SPORTTOTAL may not be asserted insofar as there are no claims towards SPORTTOTAL itself. The Customer shall release SPORTTOTAL and Porsche from any third-party claims if and insofar as Porsche's third-party liability insurance does not compensate the damage. Events in which the insurance companies must settle a claim but can take recourse on the Customer or a driver due to legal provisions shall not affect SPORTTOTAL or Porsche. The Customer shall keep SPORTTOTAL and Porsche harmless of any and all claims incurred by breach of laws, provisions or other stipulations in connection with the use of the vehicle by him/her or a third party. SPORTTOTAL and Porsche are entitled to make payments upon third-party claims towards them and take recourse on the Customer.

**IX. Orders of authorised agents during driving events:** During driving events (e.g. in the scope of Porsche Experience), orders of agents authorised by SPORTTOTAL intended to ensure safe performance of the driving event shall be complied with. This applies accordingly for other safety-relevant orders of agents authorised by SPORTTOTAL

**X. Condition at receipt:** The Customer shall confirm the proper condition of the vehicle at receipt with his/her signature.

# Attachment

## Car Hire Contract (3/3)

**XI. Inquiries by authorities:** As the owner of the vehicle, Porsche is entitled to disclose name and private address of the customer upon the inquiry of a domestic or foreign authority due to criminal offences or misdemeanours in connection with use of the vehicle. Furthermore, the Customer is obliged to provide Porsche with names and addresses of employees pursuant to IV (1) hereunder and third parties pursuant to IV (2) hereunder for this purpose; Porsche is also entitled to disclose these data upon the inquiry of authorities in the above sense.

**XII. Return of the vehicle:** After expiration of the leasing term, the vehicle shall be returned to SPORTTOTAL

at the place of receipt

at the agreed place of return, which is \_\_\_\_\_

*(please mark as applicable)*

If it is not returned in due time, the Customer is liable for any damage incurred by SPORTTOTAL due to its property being withheld.

**XIII. Place of performance, place of jurisdiction, other provisions:**

1. The place of performance is Stuttgart.
2. The parties agree on the registered business premises of SPORTTOTAL as the exclusive place of jurisdiction for any and all disputes arising from and in connection with this agreement, provided that (i) the Customer is a merchant in the sense defined in the German Commercial Code, or (ii) the Customer has no general place of jurisdiction in the Federal Republic of Germany or has relocated his/her place of jurisdiction to a foreign country.
3. Changes and amendments to this agreement must be made in writing to be effective. There are no supplementary oral agreements. The requirement of the written form may only be waived in writing.
4. If one or several provisions hereunder is or are or become(s) invalid, the validity of the other provisions shall remain unaffected. The parties undertake to replace the provision turning out to be invalid by a valid provisions coming as close as possible to the commercial result if possible and to place each other in a position as if this provision had been agreed from the time of the other provision becoming invalid. The same applies analogously in the event of a gap in the agreement

**XIV. Acceptance of charging in the event of damages:** The undersigned accepts that the indicated credit card or the indicated bank account is charged in the event of damages.

Credit card:  Visa  MasterCard  American Express  Diners  Porsche Card

Other: \_\_\_\_\_

Credit card. no.: \_\_\_\_\_ Valid until: \_\_\_\_\_

Credit institution: \_\_\_\_\_ Account no.: \_\_\_\_\_ Bank code: \_\_\_\_\_

**Customer:**

**SPORTTOTAL EVENT GmbH:**

\_\_\_\_\_  
Last name, first name

\_\_\_\_\_  
Michael Rüd  
Department Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Place, date