



PORSCHE

**Vehicle Loan Agreement
(No. *)**

– exclusion of private use –

between **Dr. Ing h.c. F. Porsche Aktiengesellschaft**, Porscheplatz 1, 70435 Stuttgart, Germany (hereinafter referred to as "Porsche") and

(Surname/given name or company name)

(address or business address)

hereinafter referred to as the "borrower".

Borrower's driving licence no.:

Borrower's ID card no.:

Email:

Telephone number:

(* To be ticked/completed by the Porsche department, if applicable)

I. Loaned object, free provision for use

(1) Porsche shall provide the borrower with the Porsche vehicle specified below free of charge in accordance with this loan agreement ("this agreement").

Type	ID number	License plate	Mileage when provided (in km)	Mileage when returned (in km)
Cayenne EU6 Diesel	WP1177927HKA30469	S - PD 1680	6200	

- The value of the vehicle adds up to ____ plus VAT and ex works.
- The borrower shall be provided with an iPhone including accessories (user guide, USB charging cable, mains connector and headphones) in connection with the aforementioned vehicle. By signing this Loan Agreement, the borrower confirms that he/she has received them in full. The iPhone and accessories belong to the vehicle within the meaning of this agreement.

(To be ticked/completed by the Porsche department, if applicable)

(2) The vehicle shall be provided by Porsche free of charge. Section III. (3) and (4) shall remain unaffected.

II. Usage

(1) Contract/project

This agreement is concluded in connection with the following existing (or planned) contractual relationship between Porsche and the borrower:

(Contract name/type, date)

(Contact person at Porsche)

(Contact person at the borrower)

This agreement is concluded in connection with the following existing (or planned) project between Porsche and the borrower:

(Project name/type, duration)

Provision of a test vehicle for emission test (both in lab and on the road with PEMS) regarding revision / update of EU legislation.

(Contact person at Porsche)

(Contact person at the borrower) @porsche.de

(Contact person at the borrower)

(To be ticked/completed by the Porsche department)

(2) The vehicle may be used by the borrower solely for the following

purposes:

NEDC - Cold Start (cell), WLTC cold start (cell), WLTC hot start (cell), RDE normale (Labierna), RDE normale (Esperia), RDE route motorway (Milano), RDE high altitude (Campo dei Fiori)

(To be ticked/completed by the Porsche department, if applicable)

(3) The results of the testing activities to be performed with the Porsche vehicle (hereinafter the "Results") shall be jointly owned by JRC and Porsche and shall be treated by the Parties as Confidential Information according to article II (4) below.

(4) For the purpose of this Agreement, the term "Confidential Information" shall mean any information or data including but not limited to any reports, analyses, compilations, studies, interpretations, assumptions, estimates, projections, forecasts, records relating to the RDE tests performed by JRC and the emission data collected in connection with the project (as defined in art II (1) and further specified in art. II (2) pursuant to this Agreement. Each Party agrees that Confidential Information shall: (a) be protected and kept in strict confidence by the receiving Party which must use the same degree of care as it uses for the protection of its own Confidential Information of like importance, but no less than reasonable care; (b) be only disclosed and used by those persons within the receiving Party's organisation who have a need to know and solely for the Purpose specified in this Agreement; (c) neither be disclosed whether directly or indirectly to any third party or persons other than those mentioned in (b) above; (d) neither be copied nor otherwise reproduced or duplicated in whole or part where such copying, reproduction or duplication have not been specifically authorised in writing by disclosing Party. JRC will share the emission data with other European Commission services in connection with the scope of the project as defined in art. II (1) exclusively in an entirely aggregated and anonymized form. The Borrower shall not perform any reverse engineering activity on the Porsche vehicle.

The obligations with respect to handing and using Confidential Information are not applicable to information which the Receiving Party can demonstrate by written evidence.

- a) has come into the public domain prior to, or after the disclosure thereof and in such case through no fault of the Receiving Party, or
- b) was already or has become in the possession of the Receiving Party without any obligation of confidentiality upon the Receiving Party, or
- c) has been or is published without violation of this agreement, or
- d) is independently developed in good faith by employees of the Receiving Party who did not have access to the Confidential Information, or
- e) is approved for release or use by written authorization of the Disclosing Party, or

f) is not properly designated or confirmed as Confidential Information according to this agreement, or
g) is disclosed pursuant to the request of a Governmental or Jurisdictional Authority, in which case the Receiving Party, subject to mandatory constraints of such Governmental or Jurisdictional Authority, shall immediately give the Disclosing Party a written notice of the above request and shall reasonably cooperate with the Disclosing Party in order to avoid or limit such disclosure.

The end or termination of this Agreement shall not relieve the Parties from complying with the obligations with respect to the use and protection of Confidential Information received prior to the date of termination or the end of this Agreement. Such obligations shall continue for an indefinite period of time from the date of end or termination of the Agreement as per Article III below.

(5) Private use of the vehicle is **not permitted**

III. Term of the agreement

(1) The vehicle shall be provided for use starting on 27.07. and ending on 15.09.2017

(To be completed in full by the Porsche department)

(2) The borrower must apply to Porsche for an extension at least ___ weeks before the end of the planned period of provision. No right to an extension shall exist. Porsche must give its written confirmation that this agreement has been extended.

(To be ticked/completed by the Porsche department, if applicable)

(3) This agreement may be terminated for good cause at any time. Good cause shall particularly include the loss of the vehicle as well as for Porsche a breach of Sect. IV. by the borrower.

(4) Free provision of the vehicle for use shall be limited to a distance of ___ km

(To be ticked/completed by the Porsche department, if applicable)

(5) If the agreed period of usage or distance is exceeded, the borrower shall be charged an appropriate fee

plus VAT

including VAT

(To be ticked/completed by the Porsche department, if applicable)

as follows:

Price/day in EUR ___ Price/km in EUR ___

(To be ticked/completed by the Porsche department, if applicable)

IV. Nature of provision and use of the vehicle

(1) The vehicle shall be provided – within the constraints defined in Section II. – for use within the customary bounds:

by the borrower himself/herself. Only he/she is authorised to drive the vehicle.

by the borrower himself/herself and own employees authorised by him/her. Only the borrower himself/herself and said employees are authorised to drive the vehicle.

by the borrower himself/herself and own employees authorised by him/her and by other persons authorised by him/her who belong to a category that has been given Porsche's prior approval (e.g. approval for use by racing drivers). Only the borrower himself/herself and said employees/other persons are authorised to drive the vehicle

In the case of provision for exhibition purposes:

The vehicle must not be started or driven.

The vehicle must not be started or driven. By way of exception, the vehicle can be briefly started and driven when it is loaded and unloaded at the exhibition location, if and insofar as this is absolutely necessary for exhibiting the vehicle at the exhibition location.

By way of exception, the vehicle can be started and driven if and insofar as this is absolutely necessary to avert damage to the vehicle (e.g. immediate risk of the exhibition location collapsing).

(To be ticked/completed by the Porsche department)

(2) The vehicle may not be handed over to third parties without the prior written consent of Porsche. The borrower also acknowledges that the vehicle is solely owned by Porsche and pledges to refrain from disposing of the vehicle in any way whatsoever. The borrower shall seek to prevent by all legal means all attempts by third parties to attach the vehicle and shall advise Porsche of these attempts without delay. The borrower shall be

obliged to provide written confirmation of the current mileage (ly/km) and in whose possession the vehicle is, for example as proof of inventory, at any time upon being requested by Porsche.

(3) The borrower declares that he/she holds a valid driving license or, if the vehicle is provided to family members – cf. Section IV (1) – or third parties – cf. Section IV (2) – that they will present a driving license to him/her before being given the vehicle.

(4) The borrower undertakes to treat the vehicle properly and with care, to maintain it properly and to use it only if it is in good operating condition. The borrower shall also protect the vehicle against damage and theft in a reasonable manner and undertake such protective measures at his/her own expense.

(5) The vehicle may only be used in the following countries:

Federal Republic of Germany

Member states of the European Union: Particular precautions must be taken to counter the higher risk of theft in Southern France, Italy, the Czech Republic, Hungary, Poland, Slovakia, Bulgaria, Romania, Slovenia, Croatia, Estonia, Latvia, Lithuania, Cyprus and Malta.

Violations may result in Porsche seeking regress against the borrower if damage or loss is incurred

Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and the Vatican City (subject to approval in accordance with Section IV. (6) (a) and (b)).

(To be ticked/completed by the Porsche department)

(6) Period of use outside the Federal Republic of Germany ("abroad"):

(a) Use of the vehicle abroad as permitted in accordance with Section IV.

(5) shall be limited in principle to a maximum of 30 consecutive days. If the usage specified under Section II. means it may be necessary for this period of time to be exceeded, Porsche shall be notified in good time so that it can examine any tax consequences. The 30-day period may be exceeded only with Porsche's prior written approval.

Individual arrangement on provision of the vehicle for more than 30 consecutive days:

(To be ticked/completed by the Porsche department, if applicable)

(b) Porsche shall be notified of any use of the vehicle as permitted in accordance with Section IV. (5) in countries that are not member states of the European Union ("non-EU countries") in good time before the vehicle is transferred to such a non-EU country so that Porsche can examine any customs obligations. Transfer of the vehicle to non-EU countries shall be permitted only with Porsche's prior written approval.

(c) The borrower's obligation to indemnify Porsche against claims in accordance with Section VIII (5) shall also apply to violations of Section IV. (6).

V. Liability on the part of the borrower

(1) The borrower shall be liable towards Porsche, from the time he/she takes delivery of the vehicle to when he/she returns it, for loss of the vehicle (including impoundment of it) and for all damage of the vehicle itself or caused by the loss or damage of the vehicle without restriction, insofar as the loss of the vehicle or the aforesaid damage has been caused through gross negligence or wilful intent on the part of the borrower.

(2) If the loss of the vehicle or the damage occurs outside the agreed usage defined in Section II or in violation of Section IV, the borrower shall be liable for slight negligence. It is immaterial in this regard whether the borrower himself/herself or the driver is guilty thereof. The borrower shall also be liable for damage or loss caused through slight negligence if the vehicle is used on public roads or ways without the necessary driving licence.

VI. 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 Area 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)

VII. No comprehensive cover; notification of damage or loss

(1) Comprehensive cover has not been taken out for the vehicle.

However, if the vehicle is damaged, the borrower shall be put in a position as if comprehensive cover

without a deductible

with a deductible of € _____

had been taken out for the vehicle. If comprehensive cover is denied in whole or in part, Sect. V shall apply.

(To be ticked/completed by the Porsche department)

(2) Claims must be reported to Porsche immediately, but at the latest within 1 day, in the event of accidents, along with the

- Date, time and location of the accident,
- Driving licence of the driver (class, issuing authority, date of issue),
- Address and insurance number of the other party or parties involved in the accident and the registration numbers of the vehicles involved in the accident,
- Accident report (detailed, including drawings) and the names and addresses of possible witnesses,
- Extent of the damage (injury, death, damage to property) and
- Current location of the vehicle.

If Porsche has provided the borrower with forms for recording and reporting damage, these must be used by the borrower.

VIII. Limited liability of Porsche, indemnification

(1) Porsche shall be liable for damage – on whatever legal grounds – only if it has acted with wilful intent or gross negligence.

(2) Statutory claims from the German Product Liability Law (Produkthaftungsgesetz) shall remain unaffected.

(3) Claims cannot be asserted against employees and vicarious agents of Porsche insofar as the claims do not exist against Porsche itself.

(4) The borrower shall indemnify Porsche against claims of third parties if and for as long as Porsche's third-party liability insurance does not pay for the damage or loss. Cases where the insurer has to pay for the damage or loss, but can seek recourse against the borrower or a driver under statutory provisions shall not affect Porsche.

(5) The borrower shall indemnify Porsche against all claims arising from violation of laws, ordinances or other regulations in connection with use of the vehicle by him/her, his/her employees or a third party. Porsche shall be authorised to make payments on claims and seek recourse from the borrower.

IX. Instructions by representatives at driving events

The instructions of Porsche's representatives at driving events (e.g. the Porsche Driving Experience) intended to ensure safety at the event must be obeyed. This shall apply accordingly to other safety instructions issued by Porsche's representatives.

X. Condition upon handover, liability for defects and maintenance

(1) The borrower confirms with his/her signature that the vehicle was handed over in a proper condition. Porsche does not grant any warranty in respect of the condition of the vehicle once the borrower has started to use it.

(2) It is exclusively the responsibility of the borrower to maintain the vehicle in a proper condition and at his/her own expense for the duration of

the agreement. The borrower shall bear the running and maintenance costs incurred for the vehicle during the term of the agreement.

XI. Inquiries by public authorities

As the vehicle owner, Porsche is authorised to furnish the name and private address of the borrower in response to written inquiries from a domestic or foreign public authority due to crimes or regulatory offences in connection with use of the vehicle. The borrower shall also be obliged to provide Porsche with the name and private address of family members in accordance with Section IV (1) and third parties in accordance with Section IV (2) for this purpose; Porsche shall also be authorised to furnish this data in response to inquiries by authorities as defined above.

XII. Return of the vehicle

(1) At the end of the loan period, the vehicle must be returned to Porsche

at the place it was handed over

at the agreed place of return, namely _____

(To be ticked/completed by the Porsche department)

(2) If the vehicle is not returned on time, the borrower shall be liable for any damage incurred by Porsche as a result of possession of it being withheld.

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

(1) The place of performance is Stuttgart. This agreement shall be governed by and shall be interpreted in accordance with the Laws of Germany, excluding its conflict of laws provisions.

(2) The parties agree that the place of the registered offices of Porsche shall be the sole place of jurisdiction for all disputes arising from or in connection with this agreement, provided (i) the borrower is a merchant within the meaning of the German Commercial Code (HGB) or (ii) the borrower does not have a place of general jurisdiction in the Federal Republic of Germany or has moved his/her place of jurisdiction abroad.

(3) Amendments and supplements to this agreement shall not be valid unless given in writing. No subsidiary verbal agreements exist. The requirement for written form can only be waived in writing.

(4) If one or more provisions of this agreement are or become invalid, the validity of the other provisions shall not be affected thereby. The parties undertake, where possible, to replace a provision that proves to be invalid with a valid arrangement that corresponds as closely as possible to the intended business result and to act vis-à-vis each other as if this arrangement had been agreed from the time at which the original provision became invalid. The same shall apply if there is a gap in the agreement.

(5) All provisions of this Agreement apply without prejudice to the applicable law, including without limitation to the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Agreement in cases where the other Party acts according to its obligations resulting from the law governing the right of public access to documents, provided that the other party has been informed immediately about the request of such a disclosure and the disclosure is limited to such type of information which is covered by the right of public access to documents.

Notice pursuant to § 36 German Alternative Dispute Resolution Law (Verbraucherstreitbelegungsgesetz):

Porsche is not willing and not obliged to participate in a dispute settlement procedure before a Consumer Arbitration Service.

Consent to debiting in the event of claims

The signatory consents that the specified credit card or account can be debited in the event of claims

Credit card: VISA Mastercard American Express Diners Porsche Card Other

Credit card no. _____

Valid to _____

Bank _____

A/c no. _____

Sort code _____

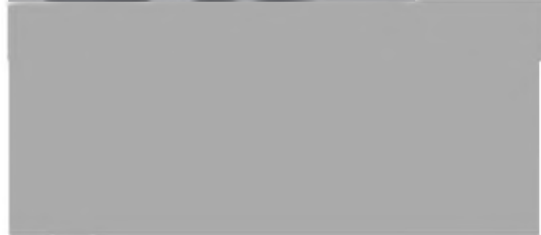
(To be ticked/completed at the discretion of the Porsche department)

Place/date: _____

Borrower:



Dr. Ing. h.c. F. Porsche Aktiengesellschaft





PORSCHE

Annex 1 to the Vehicle Loan Agreement

Consent to use of data

If the borrower does not give the consent below, Porsche will use the data specified here solely to handle the rental agreement. The data shall not be disclosed to third parties, unless as required pursuant to Section XI of the loan agreement.

We would like to inform you as a customer of news from Porsche in future. Please give us your consent to use your data so that we can do so:

I would like to be informed of new products, events or offers of Porsche in future. I therefore consent to the data I have stated here being stored in a central database administered by Dr. Ing. h.c. F. Porsche AG. I also consent to Dr. Ing. h.c. F. Porsche AG, the responsible sales company, the responsible Porsche centre, the Porsche Connect GmbH and – if applicable – the responsible Porsche Financial Services company and – in their name and on their behalf – commissioned service providers combining this data with other data from the Porsche Group. I also consent to the above companies using this data for the purposes of individual support and care for customers and prospective customers, for customer satisfaction surveys, and for providing information on vehicles and vehicle-related services of Porsche and to contacting me by letter post for these purposes.

I also consent to

- the telephone number I have stated
- the e-mail address I have stated

being used by said companies in order to contact me for the above purposes. I can revoke my consent at any time by contacting Dr. Ing. h. c. F. Porsche AG – a short message to that effect is sufficient.

Place/date: _____

Signature of the borrower: _____

(To be submitted to the borrower at the discretion of the Porsche department)