



Code of conduct and disclaimer of Porsche Leipzig GmbH

Notice: This English translation is provided for convenience only. In the event of any discrepancies, inconsistencies or differences in interpretation, the German version shall prevail and be legally binding.

For the benefit of Dr. Ing. h.c. F. Porsche AG ("**Porsche**"), its board members, employees, employees, employees, employees, representatives, vicarious agents and the companies affiliated with Porsche (Section 15 of the German Stock Corporation Act), in particular Porsche Leipzig GmbH (hereinafter referred to as the "**Beneficiaries**"), the undersigned declares on this form on the occasion of participation in a driving program:

- I. The Signatory (Participant) participates in a driving programme or any other events of the Beneficiaries ("Driving Programme") at his or her own risk. The signatory bears sole civil and criminal responsibility for any damage caused by him or to the vehicles he uses.
- II. In any vehicle use as part of driving programs, the Signatory must comply with any instructions of the instructors, drivers and other employees of the beneficiaries who provide services under the aforementioned programs. For safety reasons, the signatory is required to wear a seat belt when using the vehicle as part of any driving program. All driving programs are subject to an absolute ban on alcohol (0.0 per mille) and drugs, the prohibition of other intoxicating substances and the prohibition of sedative substances that impair or may impair the ability to drive.
- III. The beneficiaries are not liable, either contractually or non-contractually, for damage caused to the borrower or third parties in connection with the transfer of a vehicle. The undersigned hereby agrees that the beneficiaries shall not be liable to the beneficiary for personal injury, property damage or financial loss, including, but not limited to, the provision of a vehicle. This exclusion of liability does not apply if the beneficiaries or persons for whose fault the beneficiaries are responsible according to the statutory provisions (legal representatives or vicarious agents) are guilty of gross negligence or intent or if it is an injury to life, limb or health. Statutory claims under the Product Liability Act remain unaffected. Claims cannot be asserted against employees and vicarious agents of the beneficiaries to the extent that claims against the beneficiaries themselves do not exist. The Signatory will indemnify the relevant beneficiary against claims by third parties to the extent and until the respective beneficiary's liability insurance covers the damage. Cases in which the insurer has to settle a claim, but can take recourse against the signatory or a driver due to legal provisions, do not affect the beneficiaries.
- IV. In the event that the signatory wishes to drive a vehicle of the beneficiaries himself, the following applies. Vehicles are made available for use within the usual framework by the borrower himself or by persons authorised by him. The signatory declares that he is in possession of a valid driver's license and that no official driving ban has been imposed on him. The undersigned undertakes to treat the vehicles properly and with care, to maintain them properly and to use them only in a safe condition. The following driving licences are recognised as proof of a valid driving licence:
 - EU driving licences in accordance with Annex I of Directive 2006/126/EC of the Europ. Parliament & of the Council of 20.12.2006 on driving licences;
 - national driving licences from EU or EEA countries in German/English;
 - national driving licences from non-EU countries (in non-English language only with certified German or English translation); and
 - International driving licences in accordance with Article 7 & Annex E of the International Convention on Motor Vehicle Traffic of 24.04.1926 ("Paris Agreement on Motor Traffic") or international driving licences in accordance with Article 41 & Annex 7 of the Convention on Road Traffic of 8.11.1968 ("Vienna Convention on Road Traffic"), in each case only in conjunction with a national driving licence.
- V. To the extent that an exclusion of liability is hereby agreed, the undersigned agrees to this not only in his own name, but also on behalf of his companions, helpers, any other vehicle owner and any natural or legal persons to whom claims may be transferred in the event of a damaging event (hereinafter referred to as the "**Represented Parties**"). The signatory undertakes to obtain the consent or approval of the represented parties required for this purpose.
- VI. If the represented parties do not give this consent or approval or if effective representation is excluded for other reasons, the signatory shall indemnify the beneficiaries against all claims that may be asserted against them due to the lack of application of the above liability conditions.



VII. The Signatory shall fully indemnify the beneficiaries against all claims by third parties in the event that they make a claim against the beneficiaries as a result of a damaging event caused by the signatory.

VIII. The undersigned is aware that the beneficiaries do not have insurance cover for vehicles not owned by Porsche for participation in the driving programme. In the event that the signatory participates with a vehicle that is not owned by the beneficiaries, he is obliged to ensure that he himself has sufficient motor vehicle liability insurance cover for participation in the driving program. This insurance cover and its validity for the specific driving event must be proven to the beneficiaries on request before the start of the journey by presenting suitable documents.

IX. This Agreement shall be governed by the laws of the Federal Republic of Germany.

I understand and agree to this Code of Conduct and Disclaimer.

Last name, first
name:

Address:

Place, date,
Signature:

Signature of the legal representative(s) in the case of underage participants.

I am the legal representative of the above-mentioned minor participant. I have read, understood and agree to this Code of Conduct and Disclaimer in full. I hereby confirm that my child participates in the driving program with my consent and that I acknowledge all risks involved.

Note: In the case of joint custody, we ask for the signature of both legal guardians.

Last name, first
name:

Address:

Place, date,
Signature:
