

## Schedule 2 – Porsche Drive – Rental Program Rental Agreement 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

(a) at least twenty-seven (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 Smart Mobility 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 monthly 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. for the cost of such payments plus a reasonable administrative fee. You agree and acknowledge that we and Porsche Smart Mobility 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 Smart Mobility 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 Indemnities, 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. will authorize the release of any excess Reserve after completion of the applicable Rental Period, and after Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. will arrange to perform all necessary and required routine maintenance on all of the Vehicles. You must notify Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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) 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd.) to the Vehicles.

To notify Porsche Smart Mobility 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 App. The App 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 Smart Mobility Canada, Ltd. and to the proper authorities. Please call Porsche Smart Mobility Canada, Ltd. as soon as is reasonably possible by phone at 1-888-490-9077.

You must deliver to Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd.'s service centers, Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. at [1 888 490 9077]. The Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. every process, pleading or other document relating to any claims, lawsuits and proceedings related to such accident or incident. Porsche Smart Mobility Canada, Ltd. may suspend or terminate any or all of your rights under your Master Subscription Services Agreement with Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. will endeavor to provide you with reasonable notice before it pays any penalties or fees attributable to you. Once paid by Porsche Smart Mobility 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 Smart Mobility Canada, Ltd. and will be at its sole discretion. You agree that Porsche Smart Mobility 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 Smart Mobility Canada, Ltd. may be obligated to pass on the details to the police, who may then contact you directly. You authorize Porsche Smart Mobility Canada, Ltd. to release your rental and payment method information to a Provider (defined below) for processing and billing purposes. If Porsche Smart Mobility Canada, Ltd. or a Provider pay a Toll or Violation assessed on the Vehicle during a Rental Period, then you hereby authorize Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. or a third-party provider (“**Provider**”). In that case, if a Toll is incurred on the Vehicle, then Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility Canada, Ltd. will track your usage of the Vehicles to ensure proper use (to the extent permitted by law).**

Porsche Smart Mobility 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 Smart Mobility Canada, Ltd. intends to keep track of how those Vehicles have been used and maintained by you. This tracking of usage allows Porsche Smart Mobility Canada, Ltd. to be certain that the Vehicles have been well maintained and have been used properly. It also helps Porsche Smart Mobility Canada, Ltd. to anticipate maintenance needs for the Vehicles before urgent action is required and, if permitted by law, allows Porsche Smart Mobility 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 Smart Mobility Canada, Ltd. to track its location and that informs Porsche Smart Mobility Canada, Ltd. when certain driving events occur. For example, the technology may inform Porsche Smart Mobility 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 SMART MOBILITY CANADA, LTD.'s SERVICES, YOU CONSENT, TO THE EXTENT PERMITTED BY LAW, TO THE TRACKING DESCRIBED IN THIS SCHEDULE.

You must drive responsibly and look after the Vehicles in your possession in the same manner as 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.