

GENERAL LEASING TERMS AND CONDITIONS

('GTCs') (Version 07/25)



LAMBORGHINI
FINANCIAL SERVICES

The following General Leasing Terms and Conditions apply to the legal relationship between Porsche Financial Services Schweiz Ltd (hereinafter referred to as the '**Lessor**') and the Lessee (collectively referred to as the '**Parties**') and they are an integral part of the lease agreement (hereinafter referred to as the '**Lease Contract**' or '**Contract**').

1. Conclusion of contract

1.1 The Lease Contract shall be concluded in writing. A facsimile signature or electronic signature on the part of the Lessor complies with the written form requirement. The invalidity of individual provisions shall not affect the validity and binding nature of the remaining provisions.

1.2 If the Lease Contract is not subject to the Swiss Consumer Credit Act [KKG] (hereinafter referred to as '**non-KKG**' or '**commercial leasing**') and the supplying dealer gives the Lessee the option of signing the Lease Contract using a mobile device, the Lessee may also sign the leasing application digitally on this device.

1.3 If the Lease Contract is subject to the Swiss Consumer Credit Act (hereinafter referred to as '**KKG**'), the Lessee has a right of revocation, which may be exercised by means of a written declaration within 14 days. This period shall begin on receipt of the copy of the Contract and shall be deemed to have been observed if the notice of revocation is handed over to the Lessor or the postal service on or before the 14th day (date of postmark). See also Article 16 KKG.

1.4 The content of the Lease Contract is based exclusively on this Contract, including any details of the Contract provided by the Lessor. The Parties confirm that there are no other agreements, in particular verbal ancillary agreements.

2. Leased object

2.1 The leased object (hereinafter also referred to as the '**Vehicle**') is the vehicle specified in the Lease Contract in its standard version plus the optional equipment agreed by the Lessee and the supplying dealer ('**Configuration**'). In the case of new vehicles, changes to the design or shape of the Vehicle, deviations in colour and changes to the scope of delivery on the part of the manufacturer during the delivery period are permitted, provided that the changes or deviations are reasonable for the Lessee, taking into account the interests of the Lessor. Any such changes or deviations shall be recorded by the Lessor in the contract details.

2.2 The Lessee has selected the Vehicle or, in the case of new vehicles, carried out the vehicle configuration and placed the order for the Vehicle ('**Order**') with the supplying dealer of their choice. The Lessor purchases the Vehicle selected by the Lessee from the supplying dealer in the desired vehicle configuration and makes it available to the Lessee for private or commercial use – depending on the agreement – for the agreed leasing period in return for payment of the agreed leasing fee.

2.3 The cancellation of an existing Lease Contract ('**Cancellation of the Contract**') takes place by implication with the conclusion of this Lease Contract; an express declaration to this effect is not required. Unless the Parties agree otherwise, all reciprocal claims arising from the previous Lease Contract shall automatically lapse upon Cancellation of the Contract without the need for any further declaration.

3. Leasing period

The Lease Contract is concluded for a fixed leasing period ('**Leasing Period**'). The Leasing Period begins when the Vehicle is handed over to the Lessee and ends on expiry of the term agreed in the Lease Contract.

4. Leasing fee, other fees, down payment, security deposit and other costs

4.1 The leasing fee consists of the agreed lease instalments and is the consideration for making the Vehicle available for use. The number of lease instalments corresponds to the Leasing Period in months. The lease instalment is also based on the agreed annual kilometres. At the end of the Contract, the Lessee shall be invoiced for additional kilometres at the rate agreed in the Lease Contract as compensation for excessive use ('**Surcharge per Additional Kilometre**').

The supplying dealer is also authorised to collect these amounts. Unused kilometres shall not be compensated for.

4.2 If the Contract is not subject to the KKG, the Lessor is entitled to demand the corresponding adjustment of the lease instalments, the down payment and the rates charged for additional and unused kilometres if there is a change in the supplying dealer's recommended retail price after the conclusion of the Contract, provided that there is a period of more than four months between the Lessee's Order and the agreed delivery date and the Lessor's purchase costs thus change. If, as a result, the lease instalments, the down payment and the compensation for additional and unused kilometres increase by more than 5% in total, the Lessee is entitled to withdraw from the Lease Contract by submitting a written declaration to the Lessor within three weeks of receiving notification of the increase. In the aforementioned cases, the lease instalments, the down payment and the rates charged for additional and unused kilometres are increased or reduced on a discretionary basis.

4.3 Any additional, agreed services provided by the Lessor shall be charged additionally to the Lessee.

4.4 The Lessee shall bear all expenses connected with the running and maintenance of the Vehicle, in particular taxes, insurance premiums, motorway tolls (e.g. vignette) and other fees, fuel, maintenance and repair costs, etc., and shall be responsible for ensuring that these are paid. If the Lessor is charged for such expenses or if it pays such expenses for the Lessee, the Lessee shall reimburse the Lessor for this at its first request. In particular, the Lessor is entitled to pass on the VAT to the Lessee at the applicable rate.

4.5 If a down payment and/or security deposit is agreed, this shall be paid to the Lessor by the time the Vehicle is handed over at the latest. The supplying dealer is also authorised to collect these amounts.

4.6 An agreed down payment is not a security deposit, but a part of the agreed leasing fee. The down payment does not constitute a repayment of the agreed monthly lease instalment; it is owed in addition to the monthly lease instalment.

4.7 A security deposit cannot be used by the Lessee to pay lease instalments. The Lessor is entitled, but not obliged, to use the security deposit to offset any claims due to it vis-à-vis the Lessee in connection with this Lease Contract. If the Lessee is in arrears, the security deposit does not prevent the Lessor from terminating the Lease Contract in accordance with clauses 15.2 and 15.3, even before it is offset. The Lessee may demand repayment of the security deposit at the end of the Contract, but at the earliest once the Lease Contract has been executed in full and all of the Lessee's payment obligations to the Lessor in connection with this Lease Contract have been fulfilled.



4.8 In particular, the Lessor shall pass on the following costs per occurrence caused by the Lessee:

- a) Account statement: CHF 20 excluding VAT
- b) Provisional calculation for early termination of the Contract: CHF 125 excluding VAT
- c) Cancellation of the Contract due to total loss/theft: CHF 200 excluding VAT
- d) First reminder: CHF 25 excluding VAT
- e) Second reminder and further reminders: CHF 60 excluding VAT
- f) Termination of the Contract due to non-payment of instalments: CHF 500 excluding VAT
- g) Consultation with authorities: CHF 300 excluding VAT
- h) Withdrawal of debt enforcement: CHF 150 excluding VAT
- i) Criminal charge/embezzlement: CHF 800 excluding VAT
- j) Vehicle recovery (min.): CHF 1,500 excluding VAT
- k) Final invoice in the event of early termination of the Contract by the Lessor: CHF 900 excluding VAT
- l) Duplicate vehicle registration document: CHF 150 excluding VAT

5. Terms of payment and late payment

- 5.1** The lease instalment is to be paid to the Lessor monthly in advance. For the payment of the down payment, clause 4.5 applies.
- 5.2** The lease instalments are owed even if the Vehicle cannot be used, as the lease instalments do not include an amount for maintenance, servicing or rectification of defects.
- 5.3** The claim for reimbursement of any amounts disbursed by the Lessor is due after accrual, disbursement and invoicing. All other claims of the Lessor are due at the time of invoicing, unless this Contract or the law stipulate a different due date for the Lessee's payment obligation.
- 5.4** The Lessee shall comply with the payment instructions provided by the Lessor and/or use the payment slips provided for this purpose. Advance payment of more than four lease instalments before the due date is not permitted.
- 5.5** The Lessee will be in arrears, without a reminder being issued, if they do not pay the lease instalments on time. If the Lease Contract is subject to the KKG, the Lessee shall owe the Lessor interest on arrears in the amount of the agreed annual percentage rate. If the Lease Contract is not subject to the KKG, the annual interest on arrears is 5%.
- 5.6** The Lessee will be charged the applicable postal/bank charges for payments at the post office.

6. Delivery dates and late delivery

- 6.1** Any delivery dates that the Lessee is informed of by the supplying dealer or the Lessor are non-binding unless otherwise agreed in writing. In the event of any delivery delays, the Lessee shall not be entitled to cancel or withdraw from this Lease Contract. If the Vehicle is not delivered, the Lease Contract shall lapse and the Lessee shall have no claims of any kind against the Lessor.
- 6.2** If delivery is not possible, the Lease Contract shall lapse unless the Lessee is responsible for the impossibility of delivery.
- 6.3** The Lessor is not liable for delayed delivery or non-delivery, unless this is the fault of the Lessor. The Lessor undertakes to assign to the Lessee any claims it is entitled to against the supplying dealer in this regard.

7. Handover and default of handover

7.1 The Vehicle shall be handed over at the earliest when the Lessor has received all the documents required for the Lease Contract, and the first lease instalment and any security deposit and/or down payment have been paid. If the Lease Contract is subject to the KKG, the Vehicle will be handed over only after the statutory revocation period of 14 days has expired (see Article 16 KKG).

7.2 The Lessee shall take possession of the Vehicle on behalf of the Lessor. At the agreed handover location, the Lessee is obliged to check the Vehicle immediately and carefully to ensure that it is in proper, complete condition. Use for the purpose of this check is permitted only to the extent to which it is covered by the insurance policy for the Vehicle. A vehicle handover report shall be drawn up in which any defects and missing parts/accessories or missing documents (e.g. manufacturer's warranty provisions) shall be recorded and which shall be signed by the supplying dealer and the Lessee.

7.3 With the supplying dealer, the Lessee is obliged to agree the handover of the Vehicle within eight days of notification of availability and to take over the Vehicle no later than one month after receipt of notification of availability. If the Lessee fails to meet their obligation to agree a handover date and/or carry out the handover by the deadline, the Lessor may set the Lessee a grace period of 14 days in writing and request them to meet their obligation. If this grace period expires without success, the Lessor may exercise its statutory and contractual rights; in particular, it may withdraw from the Lease Contract.

7.4 If the Lessor withdraws from the Lease Contract in a case such as this, it may claim damages due to non-performance of the Lease Contract. If the Lessee does not prove lesser damage or the Lessor does not prove greater damage, the Lessee must pay compensation amounting to 15% of the vehicle price (including VAT) based on the object value including the configuration, specified in the Lease Contract.

7.5 The Lessee shall also always indemnify the Lessor against any damage or compensate the Lessor for any damage arising from the non-fulfilment of the purchase contract concluded between the Lessor and the supplying dealer regarding the Vehicle as a result of the Lessee's failure to accept the Vehicle.

8. Details of ownership

8.1 The Lessor is the owner of the Vehicle. It acquires ownership from the supplying dealer and allows the Lessee to use the Vehicle during the Leasing Period in return for payment. The Lessee is entitled to use the Vehicle for private or commercial purposes during the Leasing Period in accordance with the contractual provisions and in strict compliance with the following provisions (see clause 9) and provided that they hold a valid driving licence.

8.2 The Lessee may not sell, pledge, give away, rent out or lease the Vehicle, transfer it as security or otherwise dispose of the Vehicle or encumber it in any other way.

8.3 The Lessee must keep the vehicle free from third-party rights. The Lessee must notify the Lessor immediately of any assertion of claims by third parties in relation to the Vehicle. The Lessee is also obliged to inform the third party of the Lessor's ownership immediately.



The Lessee shall bear the costs of measures to prevent third-party access to the Vehicle, unless this access was caused by the Lessor.

8.4 Subsequent changes, additional installations as well as painting and lettering on the Vehicle are permitted only with the Lessor's prior written consent. The Lessor's consent is not a substitute for any authorisation that may be required under the applicable statutory provisions. If such authorisation becomes necessary, it must be obtained by the Lessee at their own expense. At the end of the Contract, the Lessee undertakes to restore the Vehicle to its original condition at their own expense, unless the Lessor has expressly waived this obligation. Even in the event of such a waiver, the Lessee is entitled, at the end of the contract, to remove at their own expense any add-ons and installations made by them, provided that the original condition is restored. Changes and installations by the Lessee that are not removed when the Vehicle is returned do not give rise to a claim for compensation against the Lessor, even if they increase the value of the Vehicle. If they reduce the value of the Vehicle, the Lessor is entitled to compensation (see clause 17.4). All fittings, installations and lettering will then become the property of the Lessor.

8.5 The Lessee must allow the Lessor to inspect all documents that they receive in connection with the use, care, maintenance and repair of the Vehicle at any time.

8.6 The Lessor is entitled to indicate its ownership of the Vehicle by appropriate marking (e.g. eCode 178) and to notify third parties of this.

9. Permitted use

9.1 The Lessee shall use, care for and maintain the Vehicle with due care and ensure that the Vehicle is handled in accordance with the manufacturer's instructions and the warranty provisions. The Vehicle must be treated with care within the scope of the contractual purpose and it must always be maintained in a condition that is necessary for the authorised running of the Vehicle. In particular, the charging capacity of the Vehicle must not be exceeded.

9.2 Taking the Vehicle on long-term stays abroad (lasting three months or more) requires the prior written consent of the Lessor. Any use of the Vehicle abroad or any transfer of the Vehicle abroad requires that the insurance cover required by law and by this Contract is fully maintained.

9.3 Any use for driving lessons, for commercial passenger transport, for participation in driving events where the aim is to achieve a maximum speed (**'Racing'**) and practice drives for Racing, or for driving on car racetracks, even if the aim is not to achieve a maximum speed (e.g. regularity driving, tourist drives), requires the prior written consent of the Lessor. The use of the Vehicle for unlawful purposes is prohibited.

9.4 The Lessee may not transfer or sublease the Vehicle to third parties for use, whether for a fee or free of charge, without the written consent of the Lessor, subject to clause 10.2. In the case of commercial lease contracts, the Lessee's employees do not constitute third parties.

10. Obligations of keepers

10.1 The Lessee shall register themselves as the keeper at their own expense. With the consent of the Lessor, a third party may replace the Lessee as the registered keeper.

This consent is not required in the case of a commercial lease contract if the Vehicle is registered to employees of the Lessee. In any case, the Lessee shall confirm that the third party agrees to the registration and knows and accepts the contractual conditions for the use of the Vehicle, and the Lessee also undertakes to prove this at the request of the Lessor.

10.2 In the case of private leasing contracts (KKG/non-KKG), the Lessee may allow persons residing in the same household to use the Vehicle free of charge, provided they have a valid driving licence and undertake to drive carefully.

10.3 In such cases, the Lessee is responsible for the conduct of such persons in the same way as they are responsible for their own conduct.

10.4 The Lessee shall comply with all legal obligations arising from the running and maintenance of the Vehicle (e.g. in road traffic legislation, the Swiss Traffic Regulations Ordinance), in particular, punctual motor vehicle inspections (MFKs), and must indemnify the Lessor insofar as claims are made against it in connection with the aforementioned obligations.

11. Assumption of risk, liability

11.1 The Lessee bears the risk of destruction, loss or theft, damage or premature wear of the Vehicle, even if they, their employees, auxiliary persons or third parties are not at fault or the event was caused by accident, force majeure, etc. These events do not release the Lessee from their obligations under the Lease Contract, in particular from their obligation to pay the lease instalments. In the event of total loss, the Lease Contract is automatically terminated with effect from the end of the month in which the total loss occurred. In the event of theft, the Contract is terminated when the Lessor receives the insurance payment. Until then, the Lessee must pay the lease instalments. Settlement will be based on the date of the theft or total loss.

11.2 In the cases specified in clause 11.1 above, the Lessee shall notify the Lessor without delay and describe the material circumstances thereof in detail. In cases of theft, the Lessee must immediately report the theft to the relevant police authority and immediately provide the Lessor with the police report file number and all information relating to the theft, including the names and addresses of any witnesses available to testify to the circumstances in question. The Lessee must also inform the insurer immediately in accordance with the provision in clause 13.2.

11.3 In the event of unlawful acquisition, embezzlement or similar, or if the insurance company refuses to make a payment, the Lease Contract shall be cancelled with immediate effect. Settlement is carried out in accordance with clause 16.2.

12. Maintenance, repairs

12.1 The Vehicle must always be kept in proper and fully functional condition. Necessary repairs must be carried out immediately and the maintenance work and inspections required according to the manufacturer's specifications must be carried out at the relevant points in time stipulated in the manufacturer's specifications; the costs of this shall be borne by the Lessee.

12.2 The Lessee must commission a company approved by the manufacturer to carry out repairs. The same applies to maintenance work and inspections. Authorised dealers or other vehicle repair shops authorised or certified by the manufacturer are deemed to be approved by the manufacturer. In the event of an emergency, if the assistance of a manufacturer-approved repair shop cannot be obtained or can only be obtained with unreasonable difficulty, repairs may be carried out in another vehicle repair shop.



The prerequisite for this is that the vehicle repair shop guarantees that they work properly and with due care, use original or manufacturer-approved parts and follow the manufacturer's repair and operating instructions. In the event of non-compliance with these stipulations, the Lessee will be charged for any loss on the sale of the Vehicle.

12.3 Spare parts become the property of the Lessor upon installation in or attachment to the Vehicle.

12.4 If the Lessee does not meet their obligations under clauses 12.1 and 12.2, the Lessor is entitled to carry out the measures on the Lessee's behalf after a reasonable grace period has expired without appropriate action or after a warning. The Lessee shall reimburse the Lessor for the costs incurred as a result.

13. Insurance, assignment (insurance assignment), power of attorney

13.1 Unless otherwise agreed in writing, the Lessee is obliged to take out adequate insurance against risks and damage in connection with the Vehicle at their own expense before handover of the Vehicle, in particular to take out motor vehicle liability insurance and fully comprehensive insurance in their own name. The Lessee is obliged to provide the Lessor with proof of adequate insurance cover prior to handover of the Vehicle and at any time upon request. A lack of insurance cover or inadequate insurance cover shall entitle the Lessor to cancel the Lease Contract (see clause 15.2). As an alternative to terminating the Contract, the Lessor is entitled at its own discretion to take out the necessary insurance policy and pay the premiums due at the Lessee's expense.

13.2 In the event of damage (with the exception of minor damage up to a repair amount of CHF 4,000.00), the Lessee must inform the Lessor and the insurer in full and without delay using the 'European Accident Statement' form. In any case, the Lessee must immediately send the Lessor a copy of the damage report sent to the Vehicle's insurer or, if applicable, to the insurer of the third party liable to the Lessee, as well as any criminal complaint reports, and inform the Lessor on an ongoing basis of developments in the claims process. The Lessee must also provide the Lessor with a copy of the relevant correspondence and inform it of the claim number used by the insurer of the Vehicle and the insurer of the third party liable to the Lessee. Insofar as no express distinction is made below, the insurer of the Vehicle and the insurer of the third party liable to the Lessee are hereinafter referred to as the '**Insurer**'.

13.3 In the event of a claim, the Lessee shall authorise the Lessor to request all information and documents about the claim from the Vehicle's insurer. The Lessee must perform all cooperation activities required for the Insurer to fulfil this obligation. If the Lessor makes use of the above authorisation, this does not imply the handover of claims processing by the Lessor.

13.4 If the claim has not yet been settled three months after occurrence of the damage, the Lessor is entitled to invoice the Lessee directly for the amount of the damage incurred. The invoice must be paid within ten days. Any subsequent insurance payment will be refunded to the Lessee after deduction of any outstanding items.

13.5 The Lessee hereby assigns to the Lessor all claims from the fully comprehensive insurance, the corresponding insurance payments and all claims that may arise for them against third parties liable to the Lessee and/or from insurance contracts concluded by third parties relating to the leased object. The Lessor is authorised to notify the insurance company of this **assignment** by sending it an excerpt from the Lease Contract.

13.6 Even after the Lease Contract has ended, the Lessee is authorised and obliged to assert all vehicle-related claims arising from damage, in and out of court in the name of the Lessor at their own expense, but on account of and always for direct payment to the Lessor. In particular, this also applies to claims assigned to the Lessor by the Lessee in accordance with clause 13.5 above, which the Lessee asserts in the name of the Lessor at their own expense and only for payment to the Lessor. The Lessor shall grant the Lessee the required authorisation or power of attorney, but reserves the right to revoke this at any time. The above authorisation ends when the Lessor revokes it or if the Lessor expressly undertakes to settle claims vis-à-vis the Lessee.

13.7 If the Lessee receives compensation relating to the Vehicle from an Insurer or a third party liable to the Lessee, this compensation must be used solely to repair the Vehicle. If the compensation is not used to repair the Vehicle, it must be paid by the Lessee to the Lessor. The Lessor is always entitled to payments that relate to compensation for a reduction in the value of the Vehicle as a result of the damage event ('**reduced market value**').

13.8 In the event of settlement due to early termination of the Contract in accordance with clause 16, compensation payments made to the Lessor by an Insurer or a third party liable to the Lessee are offset against the claims vis-à-vis the Lessee under this Contract. This offsetting is not applied to arrears on leasing fees or additional services. Insofar as the aforementioned compensation payments exceed the claims against the Lessee under this Contract – with the exception of outstanding leasing fees and additional services – the Lessor is entitled to them. If the Lessee fails to comply or fails to comply fully with their obligations under this clause 13, or if they provide incorrect, late or incomplete information, they must compensate the Lessor for all damage and costs incurred by the Lessor as a result. This also applies to the costs of legal proceedings (e.g. costs of legal counsel and court costs). Any further contractual or statutory rights to which the Lessor is entitled remain unaffected by this.

13.9 Insurance processing or the assertion of claims of the Lessee against liable third parties shall not affect the due date for the payment obligations incumbent on the Lessee in relation to the Lessor. They do not lead to a deferral of the Lessor's claims, in particular not in relation to a claim calculated on the basis of early termination of the Contract in accordance with clause 16.

14. Material defects, assignment of claims, power of attorney

14.1 The Lessee shall select the Vehicle and the supplying dealer in accordance with the provisions under clause 2 without the involvement of the Lessor. The Lessee confirms that they are aware of the statutory warranty and liability standards as well as the warranty provisions of the vehicle manufacturer or dealer. The new or used vehicle warranty defined in the sales documentation (e.g. on-board documents or sales documents) shall be decisive. The Lessee confirms that they have not agreed to any exclusion of warranty vis-à-vis the supplying dealer.



14.2 The Lessee is entitled and obliged to assert claims arising from a guarantee or warranty in the name of the Lessor at their own expense but for the account of the Lessor. The Lessor shall grant the Lessee the required authorisation or power of attorney, but reserves the right to revoke this at any time. If the Lessee asserts such claims against the supplying dealer or a third party, they must notify the Lessor of this in writing without delay.

14.3 The Lessee is obliged to notify the supplying dealer or guarantor of any performance disruptions and, in particular, defects to the Vehicle during the Leasing Period immediately by registered letter and to send all correspondence to the Lessor without delay and to keep it informed promptly on an ongoing basis. If the Lessee misses a deadline to assert claims under a guarantee or warranty, they shall bear the consequences of this and must indemnify the Lessor.

14.4 In the event of a reduction in the purchase price, the lease instalments will be adjusted accordingly. In the event of a cancellation of the purchase contract with the supplying dealer or complete ceding of the Vehicle, this Contract will be terminated. The Lessee remains obliged to pay the lease instalments in full until a legally effective judgment has been issued or the supplier acknowledges the claim to a reduction or cancellation.

14.5 The Lessor is not liable for the type of construction, workmanship, suitability or deficiencies in title of the Vehicle or claims arising from factory or dealer warranties. Any defects or deficiencies to the Vehicle shall not affect the obligation of the Lessee to pay the lease instalments in full when due. In particular, the Lessee is not entitled to termination of the Lease Contract, to a suspension or reduction of the lease instalments or to a replacement vehicle or to the reimbursement of the costs of a replacement vehicle, as the lease instalments do not include an amount for maintenance, servicing or rectification of defects.

15. Early termination of the Contract (cancellation, default and death)

15.1 If the Lease Contract is subject to the KKG, the Lessee may terminate the Lease Contract in writing with a notice period of 30 days to the end of the following calendar month, but not before the end of the third month after the start of the Leasing Period. In this case, settlement is carried out in accordance with clause 16.1. Use of the Vehicle by the Lessee before expiry of the revocation period is, if the right of revocation is exercised in due time, deemed improper use and the Lessee shall pay the Lessor appropriate compensation, measured by the loss in value of the object.

In the case of private and commercial lease contracts that are not subject to the KKG, the Lessee has no right of cancellation during the agreed Leasing Period.

15.2 The Lessor may cancel the Lease Contract without notice for good cause, reclaim the Vehicle and settle in accordance with clause 16.2, in the following cases in particular:

- a) The Lessee uses the Vehicle excessively or unlawfully (e.g. serious violations of road traffic law).
- b) The Vehicle is distrained, retained, requisitioned, seized or confiscated.
- c) The Lessee is in breach of essential obligations under this Contract (e.g. the agreements on the use and maintenance of the Vehicle pursuant to clauses 9 and 10, the obligation to take out the necessary insurance policies pursuant to clause 13.1).

d) The Lessee becomes insolvent, bankruptcy proceedings are initiated, a petition for a debt restructuring moratorium is submitted or the Lessee's financial situation jeopardises the rights of the Lessor in another way.

e) The Lessee moves its domicile/registered office abroad.

f) There are reasons that make further cooperation unreasonable, including, for example, suspected money laundering, fraud, terrorist financing, violations of sanctions and other legal or regulatory stipulations.

g) The Lessee does not provide agreed securities.

15.3 If the Lease Contract is subject to the KKG, the Lessor may also withdraw from the Contract if the Lessee is in arrears on more than three (3) lease instalments. If the Lease Contract is not subject to the KKG and the Lessee is in arrears with a lease instalment, the Lessor may set them a grace period of 10 days and withdraw from the Contract if this period expires without appropriate action. Settlement is carried out in accordance with clause 16.

15.4 In the event of the Lessee's death, the Lease Contract shall be terminated and a final bill issued in accordance with clause 16.2. However, at the request of the heirs, the Lessor is willing to consider continuing the Contract with them.

15.5 In the event of cancellation, the compensation amount pursuant to clause 16.3 shall be due.

16. Settlement in the event of early termination of the Contract

16.1 If the Lease Contract is subject to the KKG and it is terminated prematurely by the Lessee in accordance with clause 15.1 or in the event of early termination of the Contract in accordance with clauses 15.2, 15.3 or 15.4 under the scope of the KKG, settlement is made in accordance with the provisions in the Lease Contract for recalculating the lease instalment in the event of early termination of the Contract in accordance with the residual value table. In particular, any additional kilometres, maintenance costs (including the costs of expert opinions) and other costs associated with the return/recovery of the Vehicle shall be billed separately. The Lessor may choose to settle in accordance with clause 16.2 if this settlement is more favourable for the Lessee.

16.2 If the Lease Contract is not subject to the KKG, the Lessor may settle at its own discretion.

16.3 The Lessor expressly reserves the right to assert any further claims for damages against the Lessee.

17. Return of the vehicle

17.1 After the end of the Lease Contract, the Vehicle must be immediately returned by the Lessee to the supplying dealer or the entity designated by the Lessor in a clean and contractually compliant condition, together with all keys, all documents provided (e.g. vehicle registration document, customer service book) and accessories (including installations and fittings) at the Lessee's expense and risk. If the tyres are supplied by the Lessor, the summer or winter tyres that are not fitted must be returned with the Vehicle unprompted at the end of the contract term.

17.2 On return, a joint report on the condition of the Vehicle shall be drawn up with the receiving dealer and signed by the Lessee and the Lessor or the supplying dealer authorised by it or a third party authorised by it. If the Lessee does not agree with the report, they must immediately note this in writing on the report or notify the Lessor by registered letter within five (5) days.

17.3 If the Lessee leaves the Vehicle with the supplying dealer without consultation or outside opening hours, the condition report drawn up by the dealer shall be deemed to have been approved by the Lessee.



17.4 If the Vehicle is reduced in value due to damage, excessive wear and tear, add-ons and installations or missing accessories, the Lessee shall compensate for the loss in value. Normal wear and tear is not taken into account. In addition, the Lessee shall be liable for any reduction in value if they did not have the maintenance services pursuant to clause 12.2 carried out by an authorised dealer.

17.5 In the event of settlement disputes relating to repairs, maintenance work or reduced value, the Lessor shall appoint a neutral expert, at the Lessee's request and at their expense, who will make a reasoned estimate. The Parties shall accept the expert's estimate as an arbitration report.

17.6 If the Lessee fails to fulfil their obligations to return the Vehicle on time, they must pay compensation to the amount of one thirtieth of the contractually agreed or subsequently increased lease instalments per day for the period between the agreed return date and the actual return date, and they shall also continue to fulfil all other obligations agreed in this Contract, irrespective of whether they are at fault for the late return. The Lessee has no right of retention to the Vehicle for any claims against the Lessor.

17.7 If the Lessee fails to return the Vehicle on time, the Lessor shall be entitled to have the Vehicle collected at the Lessee's expense without the need for a judicial order to this effect or a lodgement. The Lessor's employees or third parties authorised by the Lessor may enter the property or building where the Vehicle is located for the purpose of recovering the Vehicle. The Lessor is authorised to charge the Lessee in full for all costs incurred in connection with the recovery, with the amount specified in clause 4.7 being due as a minimum.

17.8 If the Lessee fails to fulfil their obligation to return the Vehicle and the Lessor recovers the Vehicle as a result, an appraisal shall be carried out by an impartial vehicle expert appointed by the Lessor in place of a return and condition report. The appraisal shall be deemed to have been approved by the Lessee. The Lessee shall bear the costs of the appraisal. In all other respects, the applicable return conditions specified under clauses 17.1, 17.4, 17.6 and 17.7. shall apply.

17.9 If the Contract is cancelled prematurely, an appraisal will be carried out by an impartial vehicle expert appointed by the Lessor. Clause 17.5 shall apply accordingly. In all other respects, the applicable return conditions specified under clauses 17.1, 17.3, 17.4, 17.6 and 17.7. shall apply.

18. Services

18.1 Any additional services agreed in addition to financing are listed in the Lease Contract. The monthly amount agreed for these services is payable monthly in advance to the Lessor.

18.2 The purchase of these additionally agreed services is permitted until, at the latest, the end of the contract term and the contractually agreed kilometrage or, if applicable, until the early termination of the Lease Contract.

18.3 At the end of the contract term, there shall be no final settlement for the contractually agreed services. In particular, no reimbursement shall be made for services not used at the end of the Contract or in the event of early termination of the Contract (such as fewer kilometres driven, tyres not used, less replacement mobility used etc.).

18.4 However, the Lessor shall invoice the Lessee accordingly for all services purchased in excess of the contractually agreed services at the end of the Contract or in the event of early termination of the Contract. This does not apply to any written agreements to the contrary between the Parties.

19. Liability of the Lessor

Within the legal limits, any liability on the part of the Lessor for all direct and indirect damage – explicitly including damage resulting from a breach of product safety regulations – that arises in connection with the running, operation and use of the vehicle is ruled out.

20. Offsetting, right of retention

20.1 The Lessee may only offset undisputed or legally established counterclaims against claims of the Lessor.

20.2 If the Parties have concluded multiple contracts, the Lessor is entitled to offset its claims against the Lessee's claims under another contract, including those arising from assigned rights. In addition, the Lessor is entitled to use securities provided for another contract, and which are not tied to the intended purpose, for claims arising from this Lease Contract.

21. Data protection

21.1 The Lessor expressly draws the Lessee's attention to its privacy policy (www.porsche.ch/pfs-datenschutz). This policy describes which personal data is collected by the leasing company, the purposes for which it is processed, to whom and in which countries the data is disclosed, the rights the Lessee has and who they can contact with questions about data protection.

21.2 Within the framework of the application, the Lessee has authorised the Lessor to obtain information about their solvency and creditworthiness from public authorities, contractual partners, credit agencies and other similar organisations in order to review the leasing application and during the term of the Lease Contract, in particular all necessary information about the Lessee and third parties (e.g. spouse, natural persons authorised to sign, shareholders or executive bodies), if it is budget-relevant and is relevant for reviewing a leasing application or during the term of a lease contract, from public authorities, Swiss Post, their employer, the Swiss central credit information bureau (ZEK), the Swiss consumer credit information bureau (IKO) or other Swiss and foreign credit agencies (such as CRIF, Schufa) and to report the conclusion, any refusals or cancellations of lease contracts as well as late payments or deterioration of the creditworthiness of the Lessee (or of third persons) in connection with lease contracts with the Lessor to the ZEK and IKO, as well as to the supplying dealer. To this end, the Lessee has released these bodies from their obligation to maintain official, postal or trade secrecy in relation to the application and has irrevocably lifted any data blocks imposed by the Lessee at these bodies in favour of the Lessor.

21.3 In the context of the application, the Lessee has noted that, for new leasing and credit applications, the ZEK and IKO will, upon request, inform affiliated leasing companies and credit institutions about existing leasing obligations and loans. This information will be forwarded to CRIF, and the Lessor will use this data to carry out a credit check for persons, based on an automatic decision-making process.



21.4 When submitting the application, the Lessee acknowledged that, in certain cases, leasing applications may be accepted, rejected or extended based on an automated individual decision. The Lessee may, on request, present their point of view and demand that the automated individual decision be reviewed by a natural person.

21.5 In the context of the application, the Lessee has noted and agreed and continues to agree that the Lessor may grant third parties (e.g. supplying dealer) involved in connection with the conclusion or execution of this Contract, as well as companies affiliated with the Lessor, access to their data arising from the business relationship and to customer profiles relating to the Lessee created in connection with beginning the relationship, during the course of the business relationship, after the end of the Contract and in the event of a contract extension, and that this data may be processed by the same on their own responsibility in accordance with their privacy policy. The Lessee also agrees to the electronic transmission of the contract documents and images of identification documents created by these third parties to the Lessor or by the Lessor back to these third parties.

21.6 The Lessee consents to communication by means of electronic communication technologies (such as non-encrypted emails, SMS, internet, the leasing portal etc.). Electronic communication channels are generally not secured against access by unauthorised third parties and therefore constitute corresponding cyber risks, e.g. lack of confidentiality, manipulation of content and sender data, misdirection, delays, viruses, etc. The Lessor accepts no liability whatsoever for damage in connection with electronic communication unless there is any misconduct on the part of the Lessor.

21.7 The Lessor may outsource certain services in whole or in part to third parties or companies of the Lessor, particularly in the areas of marketing, market research and the creation of customer profiles, the calculation of business-relevant leasing, credit and market risks, and the administration of the leasing relationship (e.g. application and contract processing, correspondence, invoice auditing for services, dunning and debt collection).

21.8 If personal data is transferred to a country without an adequate level of data protection, the Lessor shall, with suitable guarantees (in particular standard data protection clauses), ensure an adequate level of protection or shall refer to the statutory exceptions (in particular the express consent of the data subjects or a direct connection with the conclusion or performance of a contract).

22. Transfer of the Lease Contract or of rights and obligations arising from the Lease Contract

22.1 The Lessee acknowledges that the Lessor is entitled to transfer or assign the entire contractual relationship, including all securities and ancillary rights, in whole or in part, to third parties in Switzerland or abroad, e.g. for the purpose of securitisation or outsourcing. The right of further transfer or retransfer is reserved. The Lessor is entitled to disclose information in connection with the contractual relationship to third parties and other parties such as rating agencies and fiduciary companies at any time; they shall be obliged to maintain confidentiality. In addition, the Lessor is entitled to assign claims arising from this contractual relationship to third parties for the purposes of debt collection.

22.2 The third party who takes over the Lease Contract shall enter into the Lease Contract with all rights and obligations and shall continue it in place of the Lessor as it finds it, in particular also with the outstanding amounts at that time.

Further transfer or retransfer or assignment is permitted.

22.3 The Lessee agrees that the Lessor and the third party may choose a law other than Swiss law for the assignment, pledging and/or transfer of the Contract.

22.4 Each Party undertakes, at the first request of the other Party, to provide any additional clarifications and/or to take any additional action required for a transfer of contract or assignment or pledging of rights without delay, in particular vis-à-vis the road traffic office.

23. Leasing portal

As regards the use of the login area of the Lessor's leasing portal by the Lessee, the Lessor expressly draws the Lessee's attention to the applicable legal information pertaining to this (www.porsche.com/swiss/de/legal-notice/) and excludes any liability arising from its use.

24. Bankruptcy, garnishment, retention, requisition, arrestment, seizure or settlement

24.1 The Lessee undertakes to notify the Lessor immediately by registered letter of any garnishment, retention, requisition, arrestment or seizure of the Vehicle or the opening of bankruptcy proceedings against them and to inform the relevant debt enforcement office, bankruptcy office or criminal investigation authority of the Lessor's ownership of the Vehicle.

The Lessee expressly undertakes to waive its own retention rights, to recognise the Lessor's ownership for the entire contract term and, in the event of retention, to inform landlords of private or commercial properties of the Lessor's ownership.

24.2 The Lessee shall inform the Lessor immediately in writing if they learn that the Vehicle is intended for requisition.

The Lessee shall bear the costs incurred by the Lessor in asserting its ownership of the Vehicle.

24.3 The Lessee shall authorise the driver to drive the Vehicle for the purposes of cross-border business in writing and in accordance with applicable Swiss and international law. The authorisation regulates and confirms the ownership structure in accordance with clause 8.

25. General provisions

25.1 The place of performance is Risch-Rotkreuz.

25.2 The contract is subject to Swiss law.

25.3 The place of jurisdiction for disputes arising from this contractual relationship is the registered office of the Lessor. However, the Lessor reserves the right to also take legal action in Zurich or in the place where the registered office of the defending contracting party is located. This does not apply to cases in which mandatory places of jurisdiction apply.

25.4 The Lessee shall notify the Lessor in writing of any changes relevant to the Lease Contract without being asked to do so. Changes of domicile shall be communicated at least 14 days in advance. In addition, the Lessee shall immediately notify the Lessor of a change of insurance cover and any changes to personal data, such as name changes and changes in nationality.



If an attempt is made to serve a notice of termination or withdrawal, a reminder or any other notice at the address that was last provided to the Lessor by the Lessee and service is unsuccessful because the Lessee no longer has their place of residence and/or business at that address and has not informed the Lessor of their new place of residence/registered office of the business, the Lessee cannot claim that the notice of termination and/or reminder have not been served. The same shall apply if the Lessee refuses to accept the aforementioned correspondence. In these cases, the termination and the reminder take effect with the attempted delivery.

25.5 Claims, other rights and obligations of the Lessee arising from this Lease Contract may only be assigned or transferred to a third party with the Lessor's prior written consent. The Lessor is entitled to transfer the rights and claims to which it is entitled in connection with the Lease Contract and/or the Vehicle to third parties, particularly for refinancing purposes, and to hold them in a fiduciary capacity for such third parties. The aforementioned authorisation only applies if the transfer of the rights and claims does not adversely affect the execution of the Lease Contract.

25.6 The Lessee undertakes to support the Lessor in complying with money laundering regulations and, in particular, to answer any questions raised by the Lessor relating to this and to make the relevant documents and records available. The Lessee is responsible for complying with the statutory regulations (including tax laws) applicable to them and shall comply with such statutory regulations at all times.

25.7 The Contract has been drawn up in triplicate and a signed copy has been issued to each Party and the supplying dealer.

25.8 If the Lease Contract is not subject to the KKG, the Lessor is entitled to change the terms and General Leasing Terms and Conditions at any time. Changes are deemed to have been approved unless the Lessor receives a written objection from the Lessee within four (4) weeks of the change being sent, published or brought to the Lessee's attention in another suitable manner. The currently valid version can be accessed at any time on the website of Porsche Financial Services Schweiz Ltd (porsche.ch/pfs-agb).