

MEDIA LOAN AGREEMENT

All Parties in Agreement that:

DRIVER:

Wishes to take temporary possession of a McLaren Automotive Inc. (MAI) press vehicle as described below:

VIN: SBM16AEA7PW001011

MODEL: 2023 McLaren Artura

("the vehicle") to test drive and review the vehicle for street driving only with a limit of 15 miles. No competitor vehicle comparisons, track driving, or instrumented testing without prior approval from McLaren Automotive permitted.

This is to agree that in consideration of MAI's loaning the vehicle to DRIVER, the parties agree as follows:

1. LOAN OF VEHICLE TO DRIVER:

MAI agrees to loan the vehicle to DRIVER, but it is understood that the choice of said vehicle is solely within the discretion of MAI and MAI may change the vehicle at any time.

2. VEHICLE OPERATION:

It is agreed that the vehicle is to be operated solely by DRIVERS who are above the age of 25 and whose driver's license(s) set forth below is/are in good standing and whose details are as follows:

DRIVER FULL NAME:

ADDRESS:

PHONE:

LICENSE NUMBER:

STATE:

EXPIRATION:

No other driver whatsoever is permitted. No passengers are permitted unless working with DRIVER or an employee of MAI, an MAI dealer or MAI contractor. DRIVER agrees that MAI or MAI's insurer or broker (or a third party performing work for such) may run a driver's license check on DRIVER and usage of the vehicle hereunder is contingent upon a satisfactory driver's license check in MAI's sole discretion. The results of such driver's license check shall not be made public but shall be revealed to DRIVER upon written request.

3. DURATION OF LOAN:

The loan and this agreement shall commence and terminate on the below dates, unless terminated sooner.

START DATE: November 30 2023

END DATE: December 9, 2023

4. DELIVERY AND RETURN OF VEHICLE:

MAI shall provide the vehicle to DRIVER at the location of their choice.

5. TERMS OF USE:

DRIVER each agree:

- To comply with all laws and regulations regarding possession, control, operation, and use of the vehicle
- To return the vehicle to MAI in as good a condition as when it was first loaned
- That if the vehicle is not returned on the return date, it may be reported to the appropriate law enforcement agency as stolen
- That DRIVER has examined the vehicle and confirm that it is in good condition except for any things noted at the bottom of this page
- That use of the vehicle shall be in conformity with the designated purpose of journalistic evaluation
- To operate the vehicle with due care
- That the vehicle shall not be driven on any race track or private closed-course venue without explicit permission from MAI.
- That the vehicle will not be driven in excess of 15 miles.
- To consult the Owner's Manual prior to driving the vehicle. Sports cars handle differently from traditional passenger cars, and even experienced drivers should consult the Owner's Manual carefully with respect to various operations of the vehicle. The undersigned further agrees to check water, oil, tire pressure and general operational conditions at regular intervals as prompted by onboard diagnostic alerts.
- To not operate the vehicle while under the influence of drugs or alcohol or in any racing or competitive event and will operate the vehicle wearing the eyewear specified in the driver's license described above.
- That the DRIVER not have any physical or mental condition which could impair his or her driving ability to operate the vehicle, nor does Driver have any physical or mental condition which would make participation in a performance drive test an undue risk to Driver, other motorists, or the vehicle.
- To always operate the vehicle using seat belts and with a valid registration certificate and an insurance certificate required by the state of registration of the vehicle, along with a copy of this form.

6. RESPONSIBILITY FOR DAMAGES, INJURY, OR DEATH:

- It is agreed that DRIVER shall be solely responsible for any and all damages to persons and property arising out of or in connection with the loan of the vehicle hereunder from the hand over date/time to the return date/time.
- DRIVER further agrees that MAI's insurance carrier shall have
 - full rights to subrogation; and
 - the right to full reimbursement from DRIVER for any judgments, settlements, or claims paid by such insurance company concerning any DAMAGE TO THE PROPERTY OF THIRD PARTIES, FOR INJURY TO DRIVER, PASSENGERS, OR THIRD PARTIES, AND FOR WRONGFUL DEATH arising out of the usage of the vehicle hereunder arising out of or in connection with the loan of the vehicle hereunder from the hand over date/time to the return date/time c. It is agreed that MAI's insurance policy shall provide coverage ONLY FOR MAI as regards damage to the property of third parties, for injury to driver, passengers, or third parties, and for wrongful death arising out of the usage of the vehicle.
- This clause is and shall remain subject to clauses 6 and 17 hereunder and in no way detracts from or reduces the effect of such clauses or the requirements thereunder.

7. INDEMNITY:

DRIVER shall indemnify and hold MAI, its officers, directors, employees, parents, and affiliates, harmless from and against third party claims, demands, actions, losses, damages or expenses, including reasonable outside attorney's fees, arising from or in connection with the use, operation, maintenance, control, or possession of the vehicle, INCLUDING BUT NOT LIMITED TO THE PROPERTY OR PERSONS OF THIRD PARTIES, OR TO WRONGFUL DEATH, from hand over date to return date. The foregoing shall include but not be limited to in the event of the inability to return the vehicle or any part or accessory thereof, for any reason whatsoever. This indemnity section shall survive the expiration or termination of this agreement.

8. MAINTENANCE OF VEHICLE:

MAI shall provide at its sole expense service and maintenance on the vehicle. DRIVER shall keep the vehicle clean and presentable, and shall be solely responsible for all gasoline expenses.

9. COMPLIANCE WITH ALL LAWS:

DRIVER shall comply with all applicable laws and will accept responsibility for any traffic or parking violations involving the vehicle, including any fines or penalties. DRIVER shall immediately report to MAI any accident involving the vehicle and shall cooperate and provide whatever information which MAI may request.

10. OPERATION ONLY BY DRIVER:

DRIVER agrees that only DRIVER shall operate the vehicle, and he/she shall do so only so long as h/she is in possession of the valid driver's license described above in paragraph 2. Such operation shall only be within the continental United States.

11. TERMINATION:

MAI reserves the right to terminate the loan of the vehicle at any time at its sole discretion without notice.

12. NO AGENCY:

Neither DRIVER nor any of its owners, officers, directors, or employees is an employee or agent of MAI, and none of the foregoing shall commit any act or omission to mislead third parties to believe otherwise.

13. VEHICLE LOCATION:

MAI shall, at any and all times, have the right to be informed by DRIVER of the vehicle's exact location.

14. OWNERSHIP:

Title and all ownership rights to the vehicle shall remain with MAI, and MAI shall have the right to appropriately label the vehicle. DRIVER shall give MAI immediate notice of any purported attachment or other judicial process affecting the vehicle. The vehicle shall be registered to MAI and shall have a manufacturer's tag.

15. TRADEMARKS AND SERVICE MARKS:

DRIVER is not licensed by this agreement to use any of the trademarks or service marks of McLaren or MAI.

16. DRIVER:

Shall both execute and deliver to MAI such documents as MAI shall deem necessary or desirable for the purpose of effectuating this agreement or protecting MAI's interest in the vehicle.

17. NO ASSIGNMENT:

DRIVER may not assign rights or delegate duties under this agreement.

18. RELEASE AND WAIVER OF LIABILITY:

DRIVER hereby:

- Releases, waives, discharges and covenants not to sue MAI or its agents, employees, directors, successors, assigns, affiliates and shareholders (collectively, the "releasees") with respect to any liability to DRIVER or either's personal representatives, next-of-kin, heirs, devisees, executors, administrators, predecessors or successors or assigns for any loss or damage on account of injury to person or property (including death) which arises in connection with the vehicle, regardless of whether caused by negligence or otherwise; except as a result of the gross negligence or willful misconduct of MAI.
- Acknowledges that they have read this agreement, consulted with counsel, and that they have freely and voluntarily entered into this agreement.
- Acknowledges that this section is intended to be as broad and inclusive as is permitted by applicable law, and if any portion of this section is held invalid, the balance will continue in full force and effect to the maximum extent permitted by law.

19. ENTIRE AGREEMENT:

This instrument constitutes the entire agreement between the parties and may not be modified except by an instrument signed by the parties. Any representation or statement made by any party not stated herein shall not be binding, and any and all prior agreements on this subject are hereby superseded.

20. GOVERNING LAW:

This agreement shall be construed in accordance with and governed by the laws of the Texas.

21. California Residents:

DRIVER has each been made expressly aware of the benefits of Section 1542 of the California Civil Code (if applicable), which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Passenger hereby waives and relinquishes all rights and benefits which he has or may have under Section 1542 of the Civil Code of the State of California.*

I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AGREEMENT AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING, HAVE BEEN MADE, AND THAT I HAVE BEEN OFFERED THE OPPORTUNITY NOT TO PARTICIPATE IN THE EVENT IF I DO NOT AGREE.

AGREED TO AND ACCEPTED:

DRIVER:

McLAREN AUTOMOTIVE, INC.:

NAME:

NAME: Laura Conrad

EMAIL:

COMPANY: McLaren, The Americas

SIGNATURE:

TITLE: PR Manager, the Americas

DATE:

EMAIL: laura.conrad@mclaren.com

SIGNATURE:

