

## TERMS AND CONDITIONS OF USE

### A. CAR RENTAL

1. TRACKSPEED offers cars that are under her ownership and also are operated by third-party vehicles for rent (in order to use them in race days, public driving, car check-ins, tours), and any car can be used during the race.

2. Cars are inspected and delivered by TRACKSPEED to the lessee in full operational and absolutely safe driving condition. After the expiry of the rent period, the vehicle must be returned immediately to TRACKSPEED premises, and the latter will inspect the vehicles as soon as they are returned. In the event of a major breakdown, damage or pollution of the vehicle (especially inside), the lessee is obliged to pay the cleaning costs, which will be calculated and charged by the company. TRACKSPEED has no responsibility for items forgotten inside the vehicle.

3. Cars that are rented must be returned to TRACKSPEED's premises (or where delivery has been agreed in advance) no later than \_\_\_\_ (if there is no other specific agreement). In case of delayed return to TRACKSPEED, the lessee will be charged an additional 15%, calculated on the cost of the service that has been already provided.

4. Cars are intended for use only within the Serres Motorway, and must be used by the drivers appropriately and responsibly. The lessee must comply with the laws governing the rental of vehicles in Greek law, and in particular with the laws contained in the Road Traffic Code. The lessee is obliged to pay fines, or the related imposition of monies related to the use of the rented vehicle by him.

5. The rental of an already rented car is expressly prohibited. Only the tenant and / or authorized persons who have signed with their full details in the rental agreement are allowed to drive the vehicle. TRACKSPEED reserves the right to offer the lessee an alternative vehicle, an option which is at its sole discretion (eg in the case of suitable weather conditions, depending on the capabilities of the driver - lessor, vehicle availability, etc.). TRACKSPEED is obliged to inform the lessee immediately of the change of the vehicle. A possible positive difference between the price of the leased vehicle and the price of the vehicle actually used will be returned to the lessee or exchanged with a voucher valid for 12 months beginning on the date of conclusion of the lease. A possible change of vehicle from TRACKSPEED entitles the lessee to terminate the contract unilaterally. TRACKSPEED is not required to refund any amounts already paid by the lessee until the unilateral termination of the contract.

6. During the course of the race or race the lessee is required to check the vehicle's display and control screens, and in particular those of the engine, the oil indicator and the water temperature indicator. Once the tenant realizes any malfunction while using the vehicle, he or she should report it immediately to TRACKSPEED. Any suspicion of a problem should also be reported to the TRACKSPEED lessor, as if the problem persists it could cause significant damage or damage to the vehicle. The lessee assumes responsibility for any damage costs incurred by high engine speeds resulting from inappropriate changes of the gearbox.

7. The vehicle must be used properly and in accordance to the general rules of use and operation of the cars. TRACKSPEED reserves the right to penalize the tenant or prohibit the re-use of the vehicle in cases of inappropriate use (such as Drifting & burnouts etc.) and in

cases of repeated or inappropriate use. In such cases, no refund of the amount already paid by the tenant of the car is provided. The lessee is obliged to pay for any damage that may result from, and / or above average inappropriate use of the vehicle and especially the tires.

8. When between TRACKSPEED and the tenant has been agreed a specific number of kilometers, no refunds or credits are provided for the non-use of the kilometers within the agreed timetable. The only exceptions are the early closing of the race or the early end of the race due to a third party error or force majeure, and there will be no time to use the remaining kilometers in the agreed service. In this case, the number of the remaining kilometers of the agreement, is credited in the form of a voucher or 50% of its monetary value may be refunded.

## B. FINANCIAL CONDITIONS AND RESPONSIBILITIES

1. The tenant is responsible for all damage to the interior or exterior of the vehicle, theft, or mechanical damage (such as clutches) occurring during the rental period due to his own negligence and / or improper vehicle handling. This condition is valid regardless of the vehicle you rented. The lessee is also responsible for all repair costs or amounts due to third parties for the repair. The lessee fully accepts the following financial obligations:

Race Day on any track: (CARS)

Public Use (CARS)

The lessee's liability to pay damages is limited to the amount of its fair value or extends to the value lost, irrespective of the above amounts. The lessee has the right to prove and dispute the damages caused by his own negligence or improper use. It also has the right to prove that the loss of value incurred is to a lesser extent than originally estimated. In the case of deliberately caused disasters, TRACKSPEED is entitled to a 100% compensation regardless of the amounts mentioned above. The tenant / driver does not in any way acquire ownership of the vehicle or its separate parts.

2. Third Party Disasters: The lessee expressly and unreservedly assumes liability for damages and third party claims arising from the use of the vehicle on public roads, up to the amount of € 5,000.00 and for moving to and from other race tracks up to EUR 10,000.00. In the event of catastrophic or serious negligent disasters, TRACKSPEED has a full claim of 100% compensation for total disaster recovery irrespective of the amounts mentioned.

3. The rental of the following vehicles requires an advance payment:

For each track

(CARS)

For use on a public road

(CARS)

TRACKSPEED reserves the right to demand an advance payment for the rental of any type of vehicle at its discretion (eg in bad weather, driver age, driving behavior).

### C. COMPETITION AGENCY

1. TRACKSPEED provides prospective participants with information about sponsors or sponsorships for racing.
2. The task of TRACKSPEED is solely limited to finding and selecting a sponsor and mediating the provision of services to the participant. TRACKSPEED does not provide any further services.
3. The sponsorship contract is concluded directly between the sponsor and the participant. TRACKSPEED is not involved in this contract.
4. The service paid by the participant, offered by the sponsor, already includes TRACKSPEED fee. Payments for closed services must be made 14 calendar days before race day
5. In particular, TRACKSPEED is only responsible for the careful selection of the Sponsor and the provided services by him.

### D. PARTICIPATION IN TAXI LAP

1. TRACKSPEED offers a racing ride experience on the track, in vehicles, called taxi laps.
2. It should be noted that these services are not offered to achieve the maximum speed of each vehicle.
3. TRACKSPEED will provide vehicles that are suitable for racing rounds on the track and are in good technical condition. Only authorized and experienced drivers are allowed to drive in taxi laps.
4. The participant is obliged to know the general conditions of participation, as well as the conditions set by the organizer and the administrator of the race track, and to strictly obey all the rules of proper driving behavior.
5. Driving the vehicle during taxi laps is at the sole discretion of the driver of the car. The participant has no right to require a specific driving style. The participant is strictly prohibited from interfering with mechanical functions while driving. The participant must strictly and immediately obey all instructions of the organizer and the driver of the car.
6. The organizer and authorized drivers are excluded from any liability for personal injury or material injury caused by the service in question, except in cases of fraud or gross negligence.
7. The signee hereby expressly and responsibly declares that he does not suffer from heart disease or spinal problems or other diseases or conditions that may affect his participation in this service.
8. TRACKSPEED reserves the right to execute taxi laps from a third party, when deemed necessary. For this to happen, the organizer has to carefully select the third party in order to provide the participant with services of the same kind and quality. In such cases, the organizer bears no responsibility for the services provided by the third party, but only for the careful selection of the third party.

### GENERAL TERMS AND CONDITIONS

1. The following terms and conditions apply to all racing events organized under the auspices of TRACKSPEED, in particular on "trackdays" where participants participate in their own vehicle or when they participate in a vehicle leased by TRACKSPEED, as well as in cases where the racetrack is put into public use or in the conduct of taxi laps by TRACKSPEED drivers or in the conduct of taxi laps by third parties. The public track periods and racing days are events held on a "closed" track, where participants race with their vehicles without speed limits while respecting the rules applicable to the race. Taxi laps are rides along the track where participants are drivers and cars are driven by trained race drivers. Road tours organized by TRACKSPEED are public road navigator routes, with public road driving rules and the KOK. must be implemented and respected by all participants.

2. All of the racing events mentioned above are in no way intended to achieve high speeds or efforts in timed laps.

3. Only persons who have the required driving license for the class of vehicle used each time may participate in the races. Participants expressly and unreservedly declare that they undertake to behave cautiously and conscientiously towards other drivers. Participants with a car of their own in a motor race must have at least one insurance policy that provides them with insurance coverage for third-party damages and their car must comply with Greek law, and the rules which are included in the Greek Traffic Code (exceptions are professional competitions). **When a car which does not belong to the participating driver is involved in a race, it is necessary for the owner of the vehicle to have a written consent stating and permitting the use of the car in the race.** The acceptance of this vehicle's participation in the race shall be at the sole discretion of the organizer and its legal representatives, and shall be examined on a case-by-case basis on the basis of the information at their disposal.

4. The seat belts of the vehicle must be used throughout the race, and the participating driver must wear his protective helmet continuously. Participants should not endanger themselves or others or the vehicle they are using, much more deliberately. The instructions of the organizer, his representatives and various race assistants, as well as the marking of the track, should always be followed without any reservations. Participants must always observe and respect the signs on the track warning signs and flags that may be raised by the organizers, and behave accordingly. TRACKSPEED or its authorized sole agent reserves the right to exclude any of the participants at any time from the race. In this case, no reimbursement of fees, fees, or entry costs shall be made.

5. Monitoring driver information is mandatory for each participant.

6. Passengers must be at least 16 years of age or older and participate in the race at their own risk. No more than two people can be present at a time during a "Race Day" at any one time.

7. The entrant is responsible for his / her insurance coverage for any risk associated with participating in the race, and no liability is hereby borne by TRACKSPEED.

8. The participant recognizes the rules for using the track during the race and expressly and unconditionally declares that it will comply with them.

9. The cost of damage that may be caused by the participant on the track, such as damage to barriers, tire walls, maintenance costs due to off-road, or the use of towing vehicles due to accidents that may occur during a race, must be covered by the participant. The money will

be paid directly and without delay to the track manager. In case that TRACKSPEED incurs additional costs due to the event at a later date, the Participant expressly and unconditionally declares that it will be liable to pay them directly to TRACKSPEED upon demonstration of the relevant payment document. In case that a "trackday" is organized by a third party, and TRACKSPEED only undertakes the registration of the participant in that particular race, the general terms and conditions are set by the third party organizer, which the participant receives accurately knowledge with a separate document that will be delivered to him before signing the contract with the third party.

10. The participant upon signature hereof expressly and responsibly declares that he or she does not suffer from heart disease or spinal problems or other diseases or conditions that may affect participation in the race.

11. All races will be carried out regardless of the weather. TRACKSPEED reserves the right to change the race day or cancel the race in case of force majeure or emergency, in accordance to the instructions which are provided by the track management and / or race manager or upon a formal order from a state vector. This does not affect any claims for damages or expenses against TRACKSPEED. In the event of a track closure during a race already started by TRACKSPEED, the remaining laps and non-mileage will be completed on another race day, or a voucher will be issued with a validity of 12 months from the race date.

12. In the event of cancellation of an already regulated race or cancellation of a vehicle reservation as for other services, refunds shall be made as follows:

A. In case of cancellation within 14 days of the agreed date the amount will not be refunded.

B. In case of cancellation between 14 and 30 days prior to the agreed date, only 50% of the sum already paid will be refunded (excluding race day charges and third party charges such as race day registration costs, travel, accommodation )

C. In case of cancellation within 30 days or earlier of the agreed date, only 75% of the sum already paid will be refunded (excluding race day charges and third party charges such as race day registration costs, travel, accommodation)

13. A signed copy of this Terms and Conditions must be submitted to TRACKSPEED upon registration in each race.

14. If there is a camera inside the hired vehicle, participants and their escorts by signing here agree that the route will be recorded for their own safety by TRACKSPEED. They also consent to taking photos, audio files, and video logs during the race. TRACKSPEED reserves the right to dispose of the above records and records for promotional purposes without further authorization and without any obligation to pay any compensation or copyright to the participants.

## RESPONSIBILITY

1. Participation in the race is the sole responsibility of the participant. By signing this document, the participant expressly and unconditionally accepts civil claims and criminal liability for any possible damage caused by the vehicle to the hired vehicle. The participant waives the right to assign liability to TRACKSPEED, its legal representatives and its employees, such as the track manager, its legal representatives and assistants, for all claims resulting from possible injury, and property damage, except where disasters result from deliberate or gross negligence.

2. In case of any third party raises claims against the participant related to its participation in the race, then the participant shall exclude from any liability TRACKSPEED, its legal representatives, its employees, as well as its track manager, his employees and his assistants.

3. The participant has read the terms and conditions of participation set by TRACKSPEED and by signing this expressly and unconditionally declares that it complies with all terms and conditions set by the race manager and relates to participation.

4. Any oral agreement is void. Further agreements need to be listed in this contract to be considered valid. In case of disagreement or in case of disputes between the Contracting Parties, they agree that the Greek Courts shall have exclusive jurisdiction.

By signing this I hereby expressly acknowledge that I have read and understand all the terms, conditions and conditions for participation and disclaimer and expressly and unreservedly agree to all of the above terms.

DRIVER'S NAME

LOCATION

DATE

SIGNATURE

## RISK RECEPTION FORM

Following the signed participation terms, I hereby certify that:

1. I understand that motor sport is dangerous, and the risk of injury and / or death is likely, and I expressly and unreservedly declare that I will not take any action against TRACKSPEED for liability for any damage or damage.
2. By signing this agreement I agree to drive responsibly, to be careful with other drivers and other cars, not to drive aggressively against other drivers and other cars, to drive in the spirit of fair play, to follow and to comply with the rules of the track, to treat the property of TRACKSPEED (cars, helmets, track tickets) with care and responsibility. I acknowledge that the car (s) provided by TRACKSPEED are of great value to me. Vehicles are front-end racing cars, and they are highly valued as well as their spare parts.
3. I understand and expressly and unconditionally accept that for the car I have chosen, in case of an accident, I will be obliged to pay the estimated damage to the car. Furthermore, in case of major disaster or damage or total loss - total disaster, of the rented car I will be required to pay the company up to:
4. I expressly declare that I undertake to pay any amount debited immediately and without delay. In case of a dispute over the cost of the repair, with the amount of money owed by TRACKSPEED, I have the right to obtain an expert opinion from a third party, natural or legal, whose remuneration and expenses will be covered exclusively by me. Any unjustly debited amounts that will arise after the dispute is resolved, the company is obliged to return it to me as soon as possible.
5. I understand and agree that in case of a vehicle change, the amount of my liability is not limited to the above amount, but to the amount noted for the vehicle in question under the lease contract entered into with TRACKSPEED.
6. I understand and agree that in case of non-payment of damages or disasters or unjustified delay in payment then TRACKSPEED has the right to take all legal action to assert its claims, so I am also responsible for its legal claims, costs and fees of third parties.

## STATEMENT ON DRIVER TRAINER

1. Driving instructors are not insured and do not have insurance coverage for driving cars on the track (either TRACKSPEED owned cars or customer owned cars).
2. In the event of an accident while driving the train by the trainer, I expressly undertake to take responsibility for the repair and repayment costs of any disasters that will be caused to the vehicle or to the track barriers.
3. I expressly acknowledge and undertake to pay for any disasters that may occur on the vehicle or on the barriers of the track even when the instructor is present in the spectator area. This includes exceptional cases where the instructor has to assist with car or driving settings (such as steering wheel adjustments in an accident avoidance effort).

FULL NAME

DATE

SIGNATURE

