

## CIRCUIT REGULATIONS

### General Terms and Conditions of Circuit Hire Agreement - Automotodrom Brno, a.s.

1. The Organizer is liable for compliance with this Agreement and the General Terms and Conditions by the persons who take part in the Event together with the Organizer, such as employees, representatives, contractual partners or guests and the Organizer shall inform all the persons taking part in the Event of the contents of the General Terms and Conditions.
2. Motorsport is dangerous and the Organizer takes this into account.
3. The Organizer is liable for securing the safety of property persons taking part in the Event together with the Organizer against loss and damage.
4. It is completely prohibited to provide food / restaurant / catering services in the area of the Automotodrom Complex, and the Organizer, as well as its employees, representatives, contractual partners, guests or other persons who are present in the Automotodrom Complex with the Organizer being aware of this (hereinafter referred to as the „Other Persons“) shall refrain from such actions. Any provision of service and commercial services is possible only pursuant to prior written authorization of AMD. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 150,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay from AMD.
5. It is necessary to observe the traffic signs and traffic rules governing traffic on roads within the whole area of the Automotodrom Complex.
6. Unauthorized persons and dogs or other animals are strictly prohibited from moving in the area of start and finish, in the boxes and at the race track.
7. Persons under 15 years of age may only enter the Automotodrom Complex accompanied by a person older than 18 years of age and the said older person is fully liable for the conduct/behaviour of the younger person. Children under 15 years of age, persons riding roller-skates, skateboards or bikes may not enter the area in front of the boxes (pit lane) and the areas of start and finish. Free movement of children under 15 years of age riding motorcycles or minibikes is also prohibited within the whole area of the Automotodrom Complex. Children under 15 years of age are strictly prohibited from entering the service road along the race track. The Organizer is responsible for the safety of all persons, including, but not limited to minors, in the whole area of the Automotodrom Complex for the whole time it is being used by the Organizer and for the whole duration of the Event. In case a minor participates in the Event within the frame of conducting sports activities, the Organizer shall be obliged to secure a consent of the statutory representatives of the minor therewith.
8. Driving under the influence of intoxicating substances (alcohol, drugs) is strictly prohibited on the race track and in the whole area of the Automotodrom Complex. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 500,000 for each such case of breaching the agreed-upon obligation, immediately after having received the first request to pay sent/communicated by AMD.
9. It is also strictly prohibited to drive on the race track and the servicing road outside the set times. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 50,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD.

10. AMD hereby notifies the Organizer that in case the Organizer intends to use recorded music or other artistic performance within the Automotodrom Complex, the Organizer shall conclude a relevant prior agreement with the collecting society of performing artists *Intergram* and with the collecting society of musical rights OSA, or eventually with other collective administrators of copyrights. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 20,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD.
11. The Organizer shall be liable for all damages that arise to AMD by destroying or damaging the assets of AMD caused by the Organizer or by a person who takes part in the Event together with the Organizer.
12. In connection with the security regime of the area of the Automotodrom Complex, the Organizer shall grant all the participants of the individual events the relevant entrance permits or confirmations(s) of participation or invitation(s). Each participant shall be obliged to present these documents when entering the complex to the security personnel. Sample markings must be discussed with an AMD-authorized person before the Event.
13. For sports events (races, group trainings, testing, education, etc.), a daily schedule has been set as follows:

Summer time	9 am - 1 pm	lunch break 1 pm – 2 pm	2 pm - 6 pm
Winter time	8 am - 12 pm	lunch break 12 pm – 1 pm	1 pm - 5 pm

Other sports events that are not subject to the rental agreement may take place in the area of the Automotodrom Complex in times between 6 to 8 am and between 6 to 9 pm and/or concurrently with the times rented for sports or commercial events. There may be other sport actions or events at the subject of the lease only outside the times when its use is reserved for the Event.

14. The surrounding areas of the Automotodrom Complex may not be subject to excessive noise generated by motor vehicles before 8 am and after 8 pm. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 100,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD.
15. After two hours of uninterrupted operation at the race track (free rides without division into groups), a ten-minute safety pause reserved for checking the state of the racetrack has to be inserted. This provision does not apply to Events extending beyond this time frame approved by AMD.
16. The service road is an especially dangerous area and only persons approved by AMD may enter it. Any movement of accompanying vehicles along the service roads has to be agreed-upon with the race control operator of the racetrack. There is one-way traffic only on the service road, in the same direction as on the racetrack. The only exception to the rule applies to vehicles with priority rights - ambulances, recovery system. The entrance to the inner servicing road is situated behind the box No. 27. Max. speed in the complex (except on the racetrack) is 20 km/h.
17. Lunch break, safety pause, removal of a crash, and a late start of the Race caused by the Organizer shall not be considered a pause in the use of the facilities of the Automotodrom

Complex and the said events do not influence the negotiated price. AMD shall always decide upon the running/operations of the race track.

18. Apart from events that follow official races, the participants of the Race or Commercial Event may enter the Automotodrom Complex from 9.00 pm of the day preceding the start of the Event and they may enter/use the parking lot for the racing machines until 7.00 pm of the last day of the Event. The boxes may be used from 9.00 pm of the day preceding the start of the Event and have to be returned in their original state within one hour after the last lap of the Event. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 150,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD. The Organizer and the Other Persons have to leave the area of the Automotodrom Complex within 1 hour after the last lap of the Race or the scheduled time of ending of the Commercial Event. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 50,000 for each commenced day of being in default immediately after having received the first request to pay sent/communicated by AMD.
19. The Organizer shall specify the scope of safety management and the program of the Event and discuss and have this approved by a person appointed for this purpose by AMD before the Event begins.
20. The maximum noise level is 107 dB. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 250,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD. Noise control is to be carried out in accordance with this document. Machines that exceed the said noise level shall be banned from driving/riding on the race track any further.
21. The Organizer is liable for the due technical state of the vehicles that are to drive/ride on the race track as well as for the competence of the riders and drivers. Furthermore the Organizer is obliged to secure and verify that the persons moving on the race track have the appropriate safety elements and equipment (motorcycles: helmet, race suit with protectors, riding boots and gloves; cars: protective headgear, fastened seat belt, use of fireproof race suit and underwear is strongly recommended. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of 50,000 CZK for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD. AMD reserves the right not to admit any person not equipped with the safety elements according to the second sentence of this Section to the race track, whereas the Organizer undertakes to settle any eventual claims of such person arising therefrom on his behalf and at his own expense. Safety of persons on the race track is the priority of its use under any circumstances, the Organizer is obliged to always advise all participants of the Event in this respect in advance.
22. All the participants of sports events are obliged to follow the basic international Sporting Codes and Regulations of FIA, FIM, and especially the drivers shall be trained and educated regarding the safety flag signalling used during the operation of the race track. The Organizer shall ensure the maximum carrying capacity of the race track for the Race or training sessions. Vehicles have to be marked with start numbers during the test rides and races. The group of vehicles driving/riding at the race track may not contain two or more vehicles marked with the same number; one vehicle may not be marked with several different numbers. The provision of this

Section applies to cases where the Organizer manages a sports event/competition at the race track.

23. The rented facilities may only be used for the agreed-upon purposes. In the boxes and the safety zone behind the boxes (up to white line) it is prohibited to stay overnight, to smoke and handle open fire, to prepare food on grills and to operate catering services. During the Event the compliance with these rules will be checked. Should the Organizer or Other Persons breach this rule, The Organizer shall pay to AMD a penalty of CZK 50,000 for each found case of breach immediately after having received the first request to pay sent/communicated by AMD. The amount of CZK 2,000 or its equivalent in EURO or USD per each key to the boxes is collected as a deposit for the case of loss thereof. In case of breach of the rules of use of the boxes or damage to the facilities, the deposit may be used to pay for the damage caused or for breach of the rules of use of the boxes. The Organizer and the Other Persons are obliged to use electric hand tools that comply with the norm ČSN 331600 (*Czech State Norm*) and electric appliances that comply with the norm ČSN 331610.
24. It is prohibited to use electric or gas-operated heaters within the whole area of the Automotodrom Complex Brno (including the boxes) without the prior written consent of AMD. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 300,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD.
25. It is strictly prohibited to drill holes into the asphalt surfaces (for instance to erect tents anchored in the surface, etc.) within the whole area of the Automotodrom Complex. AMD has allotted an area within the parking lot of the racing machines for the said tents. Should the Organizer or Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 500,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD.
26. The Organizer shall protect the environment and shall especially caution the persons taking part in the Event to dispose of garbage into the relevant containers and to dispose of used oil into the vessels provided within the boxes, to comply with the traffic signs within the complex and not to exceed the speed of 20 km/h. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 20,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD. Furthermore, the Organizer is obliged to advise the participants of the Event of the necessity to economize the consumption of water. It is strictly prohibited to unreasonably leave the water taps open, to cool drinks under running water or to fill swimming pools. Should the Organizer or the Other Persons breach this rule, the Organizer shall pay to AMD a contractual penalty of CZK 50,000 for each found case of breach immediately after having received the first request to pay sent/communicated by AMD. **Disposal of used tires will be charged with the amount of 100 CZK / 1 tyre.**
27. Free movement of animals and especially dogs shall be forbidden in the whole area of the Automotodrom Complex. Should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 10,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD. Each owner shall keep their dog on a leash and with a muzzle on.

28. There is a ban on the use of unmanned aerial vehicles (UAVs) in the area of the Automotodrom Complex without the prior written consent of AMD, including boxes. Should the Organizer or Other Persons breach this ban, the Organizer shall pay to AMD a contractual fine of CZK 100,000 for each such breach immediately upon receiving AMD's first call for payment.
29. Each breach of these rules, unless these General terms and conditions define other sanction, and/or damage to the facilities in the Automotodrom Complex carries contractual penalty levied by AMD in the amount of CZK 50,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD.
30. The price of using the Sports Facilities and services associated therewith paid by the Organizer includes the first medical assistance in case of injuries of participants of a ride within the Event that results from crashes of the drivers/riders on the race track. Such medical treatment is carried out at the place of the crash and at the medical centre within the Automotodrom Brno Complex (if needed). Health check and treatment shall be provided free of charge in the extent not including treatment under Sections 30. and 31., or more complicated treatment than referred to in the said provisions.
31. Treatment of severe injuries, diagnosis of which must be made using X-ray examination and the definitive treatment of which requires plaster or suture will be paid by the injured person in cash according to the List of Medical Treatment applicable in all medical institutions in the Czech Republic. The value of 1 credit in the private (non-state) medical facility of AMD is set by an agreement and equals to 15 CZK.
32. Application of a special (i.e. of above-the-standard quality) bandaging material and/or orthopaedic aids, which the injured person consents to, shall be invoiced pursuant to the applicable List of Medical Technology Items and/or pursuant to the calculated price and shall be paid by the injured person in cash.
33. Health checks and medical assistance to all other participants of the Race (mechanics, family members and guests of the team) shall be paid in cash pursuant to the applicable List of Medical Services with set values of credits. The value of 1 credit is set by an agreement and equals to 15 CZK.
34. Each medical transfer (transport) of an injured driver/rider by an ambulance within the Automotodrom Complex is included in the price. Any transfer ordered by the relevant doctor (transportation by an ambulance or by a helicopter) to the Brno hospital shall be organised by the relevant doctor. The injured person shall pay for this transportation service in cash directly to the transportation provider.
35. In case of a transport to a hospital, the Organizer shall be obliged to secure an accompanying person with a vehicle, whereby such accompanying person shall take care of the personal documents, means of payment and clothes of the injured person and take care of other necessities, if necessary. If the injured person is covered by adequate insurance policy, the costs by his/her health insurance company based on the submitted medical bills. Before each motorsport event in question begins, the Organizer shall have the identification data and the data on the health insurance company of each of the participants taking part in an event (if such participants appear on the race track). If the need to provide medical assistance to such person arises, the receiving person shall provide the said data of the participant to the provider of care immediately.

36. The Organizer shall inform the persons taking part in the Race of these rules pursuant to Art. 30-35.
37. The price of the services rendered by AMD includes also the so-called minimum mandatory safety package, the extent of which shall be communicated by AMD to the Organizer pursuant to the extent and nature of the Event. The extent of safety package may be extended above the minimum mandatory safety package in consideration for a payment pursuant to the requirements of the Organizer and pursuant to the possibilities of AMD.
38. Activities at the race track fall under an exception regarding certain legal regulations – the Act on Traffic on Roads No. 361/2000 Coll. and Decree No. 30/2001 Coll. on Insurance of "Liability for Damage Caused by Use of a Motor Vehicle (mandatory liability insurance)" do not apply to activities at the race track.
39. The Organizer shall have a valid insurance policy covering liability for damages adequate to the nature of the Event, whereby the insurance policy shall cover the liability of the Organizer and of all the participants in the Event for the whole duration of the Event; should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 500,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD. In case of an accident, the Organizer shall ensure the relevant record of the accident is drawn up. The individual participants in the AMD Race are recommended to have their own insurance policies covering injuries and accidents within the sports activities carried out.
40. Within the sense of Section 2924 and 2925 of the Act no. 89/2012 Coll., the Civil Code, the Organizer will be considered as the operator and as such shall be bound by the obligations stipulated therein, in this respect AMD is solely in the position of lessor. In the course of the Event the Organizer shall further be obliged to prevent all possible damage arising both to AMD and to other persons and to take all the necessary precautions in particular with regard to the nature of the organized Event.
41. Unless agreed otherwise in writing, fundamentally all the advertising rights, TV and radio live feed, recordings and pictures of the Automotodrom Complex or events taking place at the Automotodrom Complex belong to AMD and only AMD shall be entitled to grant the said rights to third parties. The Organizer shall respect the existing advertising material of third parties in the Automotodrom Complex and the performance associated with such material and the Organizer is not entitled to cover the said advertising, nor to obstruct the view thereof in any way; should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 500,000 for each such case of breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD. Before every Event, the Organizer shall be obliged (in the event the Organizer should require it) to discuss with AMD the possibility of placing adverts of the Organizer, television recordings thereof and recordings of the Event well in advance, but not later than one (1) month before the first day of the Event.
42. Further activities at the Automotodrom Complex, such as making any audio-visual recordings, installing VIP tents, banners, advertising flags, etc. without a prior written agreement with AMD are prohibited; should the Organizer or the Other Persons breach this obligation, the Organizer shall pay to AMD a contractual penalty in the amount of CZK 500,000 for each such case of

breaching the agreed-upon obligation immediately after having received the first request to pay sent/communicated by AMD.

43. For the performance according to the Agreement, the Organizer hereby undertakes to comply with all emergency measures and recommendations of the Government of the Czech Republic, the Ministry of Health of the Czech Republic, the regional public health office, or other bodies of the public administration relating, in particular, to the spread of COVID-19 infection both in the Czech Republic and abroad. If the Organizer fails to comply with these emergency measures and recommendations and the AMD will be penalized in any way in this context and/or for the period for which the Organizer has had at its disposal the premises of the racing circuit and/or sports facility under par. II. of this amendment to the Agreement, the Organizer hereby undertakes to compensate the AMD for such penalty. If the potential sanction against the AMD is financial, the Organizer hereby undertakes to compensate the AMD for such financial penalty to the full extent, not later than seven (7) days upon delivery of the first invitation of the AMD. If the Organizer fails to comply with any of these obligations, the Organizer will pay the AMD the contractual penalty in the amount of CZK 150,000 for each case of failure to comply with the agreed obligation, not later than seven (7) days upon delivery of the first invitation of the AMD. The failure to meet the above-mentioned obligations will be regarded as a serious breach of the Agreement; in such a case, the AMD will be entitled to withdraw from the Agreement.

Brno, on 1 January 2022