General Terms of Business
Autodrom Most – Racing Circuit

The Autodrom motor racing complex at Most is property of the business company AUTODROM MOST, a. s.,, Reg. № 25419048, with its principal place of business at Most, Tvrzova ul. 5, CZ-435 02. Relations between the Provider, Customer or renters and Event participants shall be governed by the following General Terms of Business among others:

A. INTRODUCTORY PROVISIONS

1. These General Terms of Business adjust, within the meaning of Section 1751 of Act № 89/2012 Collection of Laws (Coll.), Civil Code, (hereinafter referred to as "Civil Code"), mutual rights and duties of the parties hereto arising from the contract for the hire of services entered into between the company AUTODROM MOST, a. s., as a Provider (hereinafter referred to as "Provider"), and another physical person or business corporation as a Customer (hereinafter referred to as "Customer"). This Contract for the hire of services (hereinafter referred to as "Contract") applies to provision of services related to operation of the Autodrom Most complex to the Customer by the Provider.
2. Divergent stipulations of the Contract take precedence over the wording of the General Terms of Business.
3. The provisions of the General Terms of Business are an integral part of the Contract. The General Terms of Business are executed in the Czech, English and German languages. The Contract can be concluded in the given language versions.
4. The Contract as well as the rights and duties arising out of the Contract or in relation to the Contract shall be governed by the Czech law, particularly the Civil Code.
5. The General Terms of Business come into force on 1 January 2019, at which date the Provider's previous General Terms of Business cease to have effect. These provisions are without prejudice to the rights and duties arising throughout the term of the Provider's previous General Terms of Business.
6. The Customer is not entitled to host any sporting event in any part of the Autodrom complex that is not included in appropriate Autoclub of the Czech Republic (ACCR) calendars and that is simultaneously mistakable for the series and events announced by the Autoclub of the Czech Republic (ACCR) (bearing a title such as Championship of the Czech Republic, International Championship of the Czech Republic, etc.).

B. PRICE OF SERVICES

1. The price for services rendered by AUTODROM MOST, a. s., is based on the current price lists or contractual prices.
2. The Provider offers the use of pits, a part of which is also an enclosed area behind the pit box delimited with white lines and surrounded by portable guard rails. It is possible to use this garage apron free of charge only if the Customer or participant in the event uses the appropriate pit box belonging to the given area outside the garage.

C. TERMS OF PAYMENT

1. The conditions of payment are determined according to a given type of services and can be stipulated contractually with individual business partners, and that in writing.
2. For 2019, the Provider fixes a standard exchange rate for its services to the Czech crowns as follows: € 1 = CZK 24.50.
3. The Provider is entitled to require that the Customer should make the first advance payment amounting to 20% of the total price of services ordered immediately after conclusion of the Contract. In such a case, the Customer is obliged to make the advance payment within the set period.
4. The Provider is entitled to require that the Customer should make the second advance payment amounting to 60% of the total price of the services no later than 2 months before the date of performance of services. The Customer is obliged to make the advance payment within the set period.
5. If AUTODROM MOST, a. s., offers its premises for a sporting event (such as testing, club racing, practice sessions, etc.), the Customer undertakes to pay per hour or for any fraction of an hour when the race track is being used in excess of the agreed period of time, as a full hour, and then in proportion to the price agreed for the whole Event.
6. As an alternative to the sending of correspondence, invoices and tax documents apart from the common sending by post, the Provider also determines the electronic method of sending by e-mail to the address specified by the Customer in the Contract.
7. The Provider makes it possible for the Customers to pay for the services by bank cards. In such a case, the maximum amount without adding a charge for using a bank card is limited to CZK 30,000 including VAT. In accordance with Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC, and pursuant to Act № 370/2017 Coll., on Payments, the Provider is entitled to add a fee amounting to 3% of the service price paid by bank card.

D. CANCELLATION POLICY/WITHDRAWAL FROM THE CONTRACT

1. Should the Customer withdraw from the Contract for reasons other than those prescribed by law:
   a) within the time longer than 60 days ahead of the settlement day, the Customer is obliged to pay a cancellation fee amounting to 20% of the total price of services ordered;
   b) within the time shorter than 60 days ahead of the settlement day, the Customer is obliged to pay a cancellation fee amounting to 50% of the total price of services ordered;
   c) within the time shorter than 30 days ahead of the settlement day, the Customer is obliged to pay a cancellation fee amounting to 100% of the total price of services ordered.
2. If the Provider withdraws from the Contract unilaterally because of the Customer's delay in performance of obligations arising from the Contract or these General Terms of Business or service regulations:
   a) within the time longer than 60 days ahead of the settlement day, the Provider is entitled to require payment of a contractual penalty amounting to 20% of the total price of services ordered;
   b) within the time shorter than 60 days ahead of the settlement day, the Provider is entitled to require payment of a contractual penalty amounting to 50% of the total price of services ordered;
   c) within the time shorter than 30 days ahead of the settlement day, the Provider is entitled to require payment of a contractual penalty amounting to 100% of the total price of services ordered.
3. For the other activities, the cancellation policy is based on contractual stipulations.
4. Any withdrawal must be made in writing and delivered to the counterpart. In case the Customer has already made an advance payment in the meantime, the Provider is entitled to use the above-mentioned part of the price paid to settle its claims incurred in relation to the previous provisions and return the rest to the Customer no later than 30 days after receipt of a notice of rescission.
5. No unfavourable weather conditions except for provisions specified in Article H, para. 9 of the General Terms of Business are grounds for withdrawal from the Contract, and the Provider is entitled to charge a contract price while the Customer is obliged to pay the price.
6. The Provider is allowed to withdraw from the Contract at any time if the Customer disrespects provisions of these General Terms of Business or the Contract concluded or the Provider's service regulations, especially when damage to the Provider's property threatens or occurs, or if the Customer fails to pay the due price of services including advance payment on the due date.
7. The Provider has the right to withdraw from the Contract a month before the start of provision of services specified in the order or in the Contract concluded if any of

the other major events requires a change. A prerequisite is that this major event may only take place if no part of the Autodrom Most complex or its facilities is used by another Customer. In such a case, the Customer is not entitled to claim damages.

E. DATES

1. The Customer has the right to use the services on the agreed date as specified in a confirmed order or Contract.
2. If the Customer fails to use the agreed services through its own fault, such an Event is deemed to be carried out and the Provider is entitled to receive the contractual prices while the Customer is obliged to pay the price.

F. BROADCASTING RIGHTS, ADVERTISING AND PROMOTION

1. In case of organising races, particular conditions related to broadcasting rights and advertising shall be specified in a separate agreement in accordance with the FIA and FIM Europe international sporting regulations.
2. Otherwise, the conditions shall be defined by mutual agreement between AUTODROM MOST, a. s., and the Event Customer.
3. The Customer must not, in any case, cover the installed advertising within the confines of Autodrom Most. In case the Customer asks for a commercial-free racing track, AUTODROM MOST, a. s., can grant a written dispensation to the Customer. The price shall be adjusted according to the advertising service price list or at an agreed price.
4. The Customer that concludes a contractual relationship with the company AUTODROM MOST, a. s., and places all sorts of information boards such as direction boards, designation of the Event, etc., inside or around the AUTODROM MOST complex during the Customer's Event, is obliged to remove all of these signs after the end of the Event. Should the Customer fail to do so even after a written notice, the Provider is entitled to remove those signs at its own cost and then demand from the Customer a contractual fine amounting to CZK 500.00 per board removed for the breach of that duty. If boards mounted 2 or more metres above ground have to be removed, the contractual fines shall amount to CZK 5,000 per board removed. The contractual fine is payable within 14 days of its statement.
5. Any installation of advertising by the Customer within the confines of Autodrom Most is only allowed with a written consent of AUTODROM MOST, a. s., in return for payment, according to the price lists pursuant to Article B of these General Terms of Business or at an agreed price.

G. LIABILITY AND INSURANCE

1. Before the start of the Event (provision of services), the Customer's responsible representative assumes officially all facilities from an authorised representative of AUTODROM MOST, a. s., according to the concluded Contract, or including

additionally ordered services, and pass these facilities back to the Provider after the end of the Event in the same way. During the time between assumption and return delivery of the facilities provided, the Customer bears all responsibility for the activities running there. The provided facilities may only be used for the purposes they are provided for. Should the Customer or participants in the Customer's Event damage the facilities during the course of the Event, AUTODROM MOST, a. s., will repair these facilities and charge compensation of the damage to the Customer, which the Customer obliges to settle.

2. If the Customer is simultaneously the organiser of the Event being held, AUTODROM MOST, a. s., assumes no responsibility for the damage done to the hired property or health of the persons taking part in such an Event. As the organiser of the Event, the Customer is fully responsible to AUTODROM MOST, a. s., for all participants in the Event and is obliged to inform individual participants about their responsibility.
3. If a participant in the Event is injured and taken to hospital, AUTODROM MOST, a. s., ensures an interpreter wherever necessary. The Customer is obliged to ensure a person to accompany the injured; this accompanying person shall provide the injured person's identity papers, means of payment and some clothes to change. The person shall also see to requirements related to treatment in hospital, transportation back to Autodrom Most, or transport to the injured person's place of residence as the case may be. In case the injured participant is not insured and is not able to settle the bill for medical services rendered in hospital in cash or in another way, the Customer is obliged to pay the bill.
4. It is advised that the Event Customer concludes an insurance policy as the organiser of the Event.
5. A foreign participant is obliged to arrange insurance for medical treatment abroad covering all activities carried out by the participant at the circuit, particularly motor sports racing. In case the participant has not arranged such an insurance policy, it is the participant that shall be charged any and all cost of medical care.
6. In the event that official races are organised by an organiser having its registered office on the territory of the Czech Republic, driver insurance and organiser insurance is set out in the FAS and FMS AČR national sporting regulations (driver accident insurance and motor third party insurance). Foreign participants in these race meetings are liable to arrange accident insurance for themselves and pay to the organiser the motor third party insurance set out in the FAS and FMS AČR national sporting regulations, unless otherwise specified in the FIA and FIM Europe international sporting regulations.

H. USING THE RACE TRACK OFF-SEASON

1. Conditions for using the race track are changed during the period up to 10th April and again from 1st October of the respective year.
2. The prices listed in the service price list are valid during this period of time.

3. The Customer is aware of all risks connected with the use of a race track during the wintertime and takes over the track without any modifications.
4. Further, the Customer declares that it will take measures and adopt safety rules to prevent any damage to the Provider's facilities.
5. In case of damnification, the Customer undertakes to settle all cost of removal of damage caused on the Provider's grounds, especially to the track and safety equipment.
6. In the event that it is required by the nature of using the track by the Customer, the Provider offers the possibility to maintain the surface of the snow-covered race track using a snow plough.
7. In such a case, the Customer is obliged to pay a fee for maintaining the track using the snow plough amounting to CZK 6,000 exclusive of VAT. The Customer must place a firm order for this service at least 4 days in advance. Race track cleaning ordered at a later time can result in a delayed start of using the track, which is to be charged to the Customer.
8. If there is a situation during the course of a long-term provision of services to the same Customer that it will be necessary again to maintain the track surface with a snow plough depending on the use of the track, this race track cleaning shall be charged to the Customer.
9. Between 1st December and 28th February, the Customer has the right to withdraw from the Contract due to an adverse weather preventing the track from being used no more than 4 days before the date for which the use of the track had been ordered. Failing to keep the term, the Customer shall entitle the Provider to charge a contractual penalty amounting to 50% of the total price of services ordered with the Provider.
10. The Customer takes into account that the track is delimited with white horizontal lines 8 cm wide in circumference. Obstacles in the form of snow piled up on the sides of the track and black or glaze ice on the track surface cannot be regarded as an obstacle preventing the Customer from using the race track.

I. CATERING

1. The sole Service Provider in the area of hospitality and provision of catering and refreshment services is exclusively the company AUTODROM MOST, a. s., or a company authorised in writing to provide these services and with a defined scope, date and time of rendering these services and the Client's name. The Customer is not authorised to hire its own provider of the above-mentioned services while organising Events, and in the event of a breach of this duty, the company AUTODROM MOST, a. s., is entitled to require that the Customer should pay a contractual penalty amounting to CZK 50,000 for each single day of infringement of this duty. The contractual penalty is payable within 14 days after billing.

J. FINAL PROVISIONS

1. The data provided by the Customer will be stored for the purpose of fulfilment of contractual relationship. While entering into the contractual relationship, the Customer consents to the processing of its data.
2. It is allowed to use the Provider's logo and business company only with a written consent of a person authorised to act on behalf of the company AUTODROM MOST, a. s.

Place: Most
Date: 11st February 2020
Issued by: Jindřich Hrneček, Sporting Director
Approved by: Josef Zajíček, Chairman of the Board