

GENERAL TERMS AND CONDITIONS

IRENTAL GENERAL

1 USE

- 1.1 The lessee must comply with the requirements and/or regulations set or to be set by the government, utility companies and/or the insurer.
- 1.2 The lessee is obliged to use the rented property in such a way that no nuisance or inconvenience in whatever form is caused by or on account of him to the lessor or third parties. During the rental period, the lessee is responsible for the rented property and the way it is used. The lessee is also fully responsible for the way in which the rented property is used by the users, guests and spectators admitted by and/or on behalf of the lessee. The "TT Circuit Assen Rules and Regulations" must be observed at all times.
- 1.3 Lessor does not accept any liability in this respect, not even for the staff members placed by or on behalf of the lessor at the entrance to the rented property. Lessee is responsible for the supervision of the rented property during the rental period and must, if necessary, deploy security in good time at its own at its own expense and risk (see article 7).
- 1.4 The lessee and those who use the rented property and/or its facilities pursuant to the rental agreement shall strictly and promptly follow the verbal or written instructions given by or on behalf of the lessor, officials, security and government bodies.
- 1.5 Lessee is not entitled to sell food, beverage and non-food items, including clothing and merchandise products, except with the lessor's prior written consent. Said products should be obtained exclusively from companies or institutions appointed by the lessor.
- 1.6 Lessee is obliged to obtain all catering services through Albron Nederland B.V. or its legal successor(s).

2 SUBLET

- 2.1 Without the lessor's prior written permission, the lessee is not permitted to assign the rented property in full or in part to third parties for rental, subletting or use, or to transfer the legal relationship arising from the rental agreement in full or in part to third parties.

3 TERMINATION OF THE RENTAL AGREEMENT

- 3.1 Upon termination of the lease or upon termination of the use, the lessee is obliged to return the rented property to the lessor in its original state, vacated, free of use and properly cleaned. Furthermore, the lessee shall be obliged to hand over all keys to the lessor.

4 ACCESS

- 4.1 The lessee shall be obliged, at the lessor's first request, to allow lessor's personnel and/or officials and/or government officials access to the rented property and/or its facilities and/or to allow them to enter the rented property. The lessor shall be entitled to issue access cards to said persons. The last sentence does not apply to the so-called hospitality units.
- 4.2 In the event of an emergency, the rented property and/or its facilities must be immediately accessible to the lessor by means of his own key. The lessee is not allowed to change the locks of the rented property and/or install additional locks without the lessor's permission.

5 ADVERTISING

- 5.1 Lessee will respect the advertising displayed by the lessor on its premises and buildings.
- 5.2 Provided written permission has been obtained from the lessor, the lessee is not permitted to place any form of advertising on the premises or buildings used by the lessor.

6 TV AND VIDEO RECORDINGS

- 6.1 The lessee is not allowed to make TV and/or professional video recordings or have them made on the rented property, except with the prior written permission of the lessor. The lessee is entitled to make or allow amateur video recordings to be made, provided these recordings are only shown in a private context.

7 DAMAGE

- 7.1 The lessee is obliged to take appropriate and proportionate measures to prevent and limit damage to the rented property without delay. Furthermore, upon discovery of damage, the lessee shall be obliged to inform the lessor thereof without delay.
- 7.2 The lessee is liable to the lessor for all damage and loss to and of the property of the lessor, including the rented property.
- 7.3 The lessee shall indemnify the lessor and its affiliated legal entities against claims by third parties against the lessor as a result of acts or omissions by or on behalf of the lessee and/or third parties admitted to the rented property under the lessee's responsibility, or others who have gained access to the rented property during the rental period.
- 7.4 The lessor shall not be liable for damage caused to the person or property of the lessee or of third parties – and the lessee shall indemnify the lessor and its affiliated legal entities against third-party claims in this respect – by the occurrence and consequences of visible and invisible defects to the rented object or the building or complex of which the rented object forms part, or caused by the

occurrence and consequences of weather conditions, of stagnation in the accessibility of the rented object, of stagnation in the supply of gas, water, electricity, heating, ventilation or air conditioning, of failure of the installations and equipment for the inflow and outflow of gases and liquids, of fire, explosion and other incidents of disturbance to the enjoyment of the rented property and of disturbance or shortcomings in the supplies and services, all this in the broadest sense of the word, except in the event of damage as a result of gross negligence or serious omission on the part of the lessor regarding the condition of the rented property or of the building or complex of which the rented property forms part. The lessor or its representatives are therefore never liable – except in the case of intent or gross negligence – for damage or injury suffered by the tenant, user or third parties during the use of the track and/or facilities and can in no case exceed the amount covered by a liability insurance policy taken out by or on behalf of the lessor.

- 7.5 The lessor shall not be liable for the lessee's business damage or for damage resulting from the activities of other lessees or from impediments in the use of the rented property caused by third parties or resulting from government regulations. In case of gross fault or serious negligence of the lessor, this exoneration clause shall not apply.
- 7.6 Any liability of the lessor per event shall not be able to exceed the amount corresponding to the rental price of the rented property for the day in question.
- 7.7 The lessee shall indemnify the lessor and its affiliated legal entities against third party claims resulting from the lessee's activities in or on the rented property.

8 INTERIM TERMINATION, DEFAULTING

- 8.1 If the lessee:
- imputably fails to pay the rental price on time;
 - discontinues all or a substantial part of his profession or business;
 - fails to comply with any other provision of the rental agreement (including government regulations);
 - is granted a suspension of payment or is declared bankrupt;
- the lessor is entitled to terminate the rental agreement with immediate effect. This shall only be preceded by notice of termination, if required by law.
- 8.2 The lessee shall be obliged to compensate the lessor for all damages, costs and interest resulting from a circumstance referred to in Article 7 and as a result of early termination of the rental agreement.
- 8.3 The lessee shall be in default by the mere expiry of a specified term or by the mere occurrence of a circumstance as aforesaid.
- 8.4 The lessor retains at all times its powers to exercise its rights, including its right to claim payment of damages.

9 ADJUSTMENTS

- 9.1 If the lessor deems it necessary to perform or have performed any maintenance, repair, renovation or other work in, on or to the rented property or the building or complex of which the rented property forms a part, or to adjacent properties, or if such work is necessary in connection with environmental requirements or government or public utility measures, the lessee shall tolerate such work and measures and any nuisance, without being entitled to claim any compensation for damages or reduction of the payment obligation or dissolution of the rental agreement, the lessee shall tolerate such work and measures and any inconvenience, without being able to claim any compensation or reduction of the payment obligation or dissolution of the rental agreement, even if this takes longer than 40 days, but without prejudice to the provisions of section 7A: 1589 BW (Dutch Civil Code).

10 COSTS

- 10.1 In all cases where the lessor issues a summons, notice of default or writ to the lessee, or in the event of proceedings against the lessee to force the lessee to comply with the agreement or to vacate, the lessee shall be obliged to pay to the lessor all costs incurred for that purpose, both in and out of court – with the exception of the legal costs to be paid by the lessor pursuant to a final court decision. The costs incurred shall be fixed between the parties in advance at an amount not lower than the usual rate charged by bailiffs.

11 PAYMENTS

- 11.1 Payment of the rental price and of everything else owed pursuant to the rental agreement shall be made no later than the due dates in legal Dutch tender – without any suspension, discount, deduction or set-off against any claim which the lessee has or thinks it has against the lessor – by deposit or transfer into a bank account to be specified by the lessor.
- 11.2 Each time an amount due by the lessee under the rental agreement is not paid on time, the lessee shall forfeit to the lessor by operation of law from the moment of default an immediately payable penalty of 2% per month of the amount due with a minimum of € 250 per calendar month, whereby each month that has elapsed shall count as a full month.

12 COMPLAINTS

- 12.1 Lessee will submit complaints and wishes in writing. In urgent cases, this may be done verbally. In such cases, lessee will confirm the complaint or wish in writing as soon as possible.

13 APPLICABLE LAW AND COURT

- 13.1 The rental agreement is governed by Dutch law. All disputes between the parties arising from this agreement may – subject to the right of appeal and cassation – only be brought before the competent court in Assen, the Netherlands.

14 FINAL PROVISIONS

- 14.1 If any part of the agreement or the general provisions is void or voidable, this shall not affect the validity of the remaining part of the agreement and these general provisions. Instead of the nullified or void part, what is closest to what the parties would have agreed on if they had known about the nullity or voidability shall then apply as agreed.
- 14.2 Any general terms and conditions of the lessee shall only apply if and insofar as express reference is made thereto in the rental agreement.

II ADDITIONAL RENTAL CONDITIONS

15 RENTAL AGREEMENT

- 15.1 Reservation of the date(s) for use of the track and/or facilities will only become final after the lessor has received the lessee's signed copy of the rental agreement and the lessee has timely fulfilled his payment obligation prior to the use – as laid down in the rental agreement. The rental agreement signed by the lessee should be returned to the lessor immediately.
- 15.2 Unless otherwise agreed, the basis for the total rental price is the rental price to which is added the price of the facilities requested, in accordance with the list attached to the rental agreement.

16 CANCELLATION

- 16.1 The lessor is entitled to cancel the rental agreement if, due to desired or necessary adjustments to the track and/or facilities, the hired object is not available on the agreed date(s). In that case, the lessee will not owe any rent. If necessary, the lessor will inform the lessee of planned work at the earliest possible stage. Lessee, users and/or third parties cannot claim payment of damages by the lessor in this respect.
- 16.2 If, due to weather conditions, the lessee is unable or unwilling to use the rented property and/or facilities, he is nevertheless liable for the full rental price.
- 16.3 The lessor has the right at all times to interrupt the lessee's use of the track in connection with work on, along and at the track, verges, fences and safety facilities. Moreover, the lessor has the right during the use by the lessee, staff members or third parties, to have work done along the circuit and to take measures for the safety of the persons working there. The lessor shall endeavour to cause as little nuisance as possible and/or impair the possibilities for use of the track.
- 16.4 The lessee is aware that on rental days the lessor will ensure the presence of medical personnel on the track and that the lessor is dependent on third parties for this presence of medical personnel. The lessor is entitled to cancel an agreed rental day/period if no or insufficient medical personnel, in the broadest sense of the word, is available. In that case, the lessee shall not owe any rent.
- 16.5 Cancellation by the lessor does not constitute a defect within the meaning of Section 7:204 of the Dutch Civil Code, and the lessee, users and/or third parties cannot claim any form of compensation from the lessor in this case. Neither can the lessee dissolve the rental agreement in the event of cancellation.

17 ENVIRONMENT AND GOVERNMENT REGULATIONS

- 17.1 The provisions imposed by the competent authority or by the lessor regarding restrictions with regard to (fire) safety, noise, environment, etc. shall be followed and respected by the lessee. Restrictions may arise from, among other things, permits issued by the competent authority.
- 17.2 The lessor is authorised at all times to change the regulations with regard to (fire) safety, noise, environment, etc., or to issue further regulations, if this is necessary in connection with conditions imposed by, or on behalf of, the competent authority.
- 17.3 During work on vehicles, where fluids (may) be released - both in the pit boxes, in the pit lane and in the paddock - the use of environmental mats is compulsory. This is to catch any oil, petrol and/or other polluting substances in liquid or solid form that may be released or spilled during draining. Any spills on vehicles that are not being worked on should also be collected via an environmental mat.
- 17.4 It is forbidden to hold open fires, as well as barbecues in, and near the pit boxes.
- 17.5 It is forbidden to place vehicles, caravans and/or (party) tents on the space between the pit boxes and the first white marking line of the paddock.

18 WASTE

- 18.1 Waste may only be deposited in the containers provided for that purpose in the paddock. It is forbidden to bring waste from outside the accommodation into the rented property. Oil may only be deposited in the containers provided for that purpose in the paddock. It is forbidden to bring oil that has been drained elsewhere and can no longer be used into the rented property.
- 18.2 The costs of cleaning up and removing special and/or toxic waste, including tyres and batteries, shall be borne by the lessee. In case of doubt as to whether waste can be classified as special waste, the lessor's opinion shall be decisive.

19 NOISE

- 19.1 On the track, only vehicles may be driven that in terms of noise production meet the noise standards set by the lessor and determined on the basis of the permits. Vehicles which do not comply with the aforementioned requirements must be excluded from participation or will be removed from the track by the lessee on the lessor's first demand.
- 19.2 In case of doubt whether a vehicle meets the aforementioned requirements, the opinion of the lessor is decisive and the vehicle must be removed from the track by the lessee on the lessor's first demand.

- 19.3 If motorised vehicles are used in an activity, the lessor is entitled to require the lessee to attach a transponder provided by the lessor to each motorised vehicle travelling separately on the track, solely and exclusively for measuring the noise level of each individual vehicle. Also, each vehicle must be provided with a unique start number to allow identification of the vehicle.
- 19.4 If the transponder attached to a vehicle shows that it produces more noise than the individual standard set by the lessor for the event, the user of that vehicle shall be warned. If, after this warning, the vehicle still does not comply with the noise standard set by the competent authority, the vehicle will be excluded from further participation or must be removed from the track by the lessee on the lessor's first demand.
- 19.5 In case of violation of the provisions under 19.1, 19.2 and 19.4, the lessor is entitled to completely stop using the track for that day. The full rental price shall remain due.
- 19.6 The lessee is liable for loss and/or theft of the transponder. In case of loss and/or theft, the lessor will charge the lessee an amount equal to the cost price of the transponder. If a transponder is returned later than 1 day, but at the latest within 7 days after the end of the event, the deposit will be returned, after deduction of administration costs.
- 19.7 The lessor is entitled to limit the hours of use and the number of vehicles on the track, if during the activity it appears that, the value on the permanent measuring instrument, threatens to exceed the value mentioned in the rental agreement.
- 19.8 Subject to the lessor's prior written consent, the lessee is not permitted to undertake entertainment-like activities on, around or in the rented property and/or to produce amplified sound (including singing and music) (or have it produced).
- 19.9 In case of demonstrable negligence on the part of the lessee, the lessor may hold the lessee liable for damages incurred by the lessor as a result of sanctions imposed on the lessor due to noise violations observed on the lessee's respective rental days.

20 INSURANCE

- 20.1 The lessee is obliged to take out adequate liability insurance for the benefit of the event to be organised by it on the lessor's premises, tailored to the risks involved in this event. The lessor – and all persons made available by him – must be included as co-insured. The lessee is obliged to send a copy of the liability insurance policy to the lessor at least 14 days before the start of the event. The settlement of damages is the responsibility of the lessee.

21 PARKING FACILITIES

- 21.1 The lessor shall, upon request, make parking facilities available to the lessee at his own risk. Prior to the event, the lessee should discuss this with the lessor. All proceeds arising from the use of the parking facilities will go to the lessor.
- 21.2 The parking area near the hospitality complex (P3) will remain available to the lessor, insofar as they are still free. On request, the lessor may decide to make part of the parking spaces there available to the lessee.
- 21.3 The use of the parking area behind the petrol station (P1 Rode Plein) is exclusively reserved for the lessor. Lessee may use this area provided permission is obtained from the lessor.

22 SPECTATORS AND GUESTS

- 22.1 At public events, the lessee may admit members of the public against payment. The admission prices to be charged should be laid down in writing in consultation with the lessor no later than one month before the event concerned.
- 22.2 Board members, management and employees of the lessor, as well as officials/volunteers deployed by the lessor and guests of the permanent hospitality units have access to the accommodation at all times, provided they hold the permanent passes or event admission tickets issued by lessor. This applies to both persons and vehicles.

23 MEDIA

- 23.1 If a photo or videographer wishes to photograph/film along the track or in the pit lane, he/she must be in possession of a media vest provided by the lessor for this purpose. This media vest can be obtained under the following conditions:
- photo/videographer is in possession of a press card and the company worked for is registered in the (Dutch) 'Handboek voor de Pers' or photo/videographer is in possession of an annual Media pass provided by lessor; and
 - photo/videographer signs an exoneration clause in which lessor and lessee cannot be held liable for any kind of damage.

If the above conditions are met, the photo/videographer can be given a media vest on loan against payment of a deposit. This media vest is personal, non-transferable and must be returned daily to the person(s) by whom the media vest was provided.

In certain cases, at the lessor's discretion, a media vest may be refused without giving reasons.

- 23.2 In all other cases where it is requested to be allowed to photograph and/or film along the circuit, the lessor will decide in consultation with the lessee.

24 GENERAL

- 24.1 Lessee shall provide the lessor with the name and telephone number of one or more persons who can be consulted on behalf of the lessee in the event of irregularities on lessor's premises during the period that lessee uses the lessor's facilities.
- 24.2 Added as an appendix to these General Terms and Conditions are 'Rules of Procedure TT Circuit Assen' and 'Rules of Procedure for the use of pit boxes'. Both appendices form an inseparable part of these General Terms and Conditions.