

GENERAL TERMS AND CONDITIONS BETWEEN PURESPORT S.R.L. (VAT No. 05065600966) AND PRIVATES AND COMPANIES RELATED TO GT AND FORMULA EVENTS ON RACETRACK

1. Subject-matter of the contract - The contract has as its object the services described in the signed offer and to which the client has adhered, relative to the driving experience on single-seater cars, GT cars or GT racing cars at the chosen racetrack. This form will be signed by the participant, meaning for him/her who will factually use one or more vehicles and independently from who has purchased the driving experience, that is the customer. The following conditions, therefore, will apply to the participant himself/herself and not to the customer who subscribed the commercial offer, in case these two subjects were different people.

2. Participation - Participation to the driving courses is valid only if carried out by filling Puresport's application forms, or online directly on the website. Participation is valid only if the application fee has been paid and the event has been confirmed by Puresport. Otherwise, Puresport will not consider the application valid and no place will be reserved. Hereunder, the types of fares that can be purchased online and offline:

- a) **Best price fare.** Being it a typology of product with highly favorable purchasing conditions, **this fare is non-refundable in any way, and, furthermore, date, chosen car and circuit cannot be modified subsequently to the purchase.**
- b) **Flexible fare.** Purchasing this fare, the customer has the possibility to make limited and specific modifications to the product; it allows the possibility not to choose the date at the placement of the order, thus receiving an open voucher expiring 12 months after the purchase. **This fare is non-refundable in any way.** Potential modifications to the order shall be made within the limit of the paid price or be supplemented with additional amount of money, whether the choice were to be more expensive than the initial paid price. The date of the event, once, chosen, can only be changed once among those available, as long as the request of change is communicated at least 30 days prior to the chosen date.
- c) **Premium fare.** The customer has the chance to make modifications to the purchased product and not to choose the date at the time of the order, reserving the right to do so afterwards, thus obtaining an open voucher expiring 36 months after the purchase. With this fare, the customer can withdraw from the contract, on the condition that the driving course has not been carried out in any of its parts and obtain refund within 12 months from the purchase date itself, deducted a cancellation fee equal to 15%; refund is only applicable to services not yet served at the moment of the withdrawal request. Potential modifications to the order shall be made within the limit of the paid price, or be supplemented with additional amount of money, whether the new choice were to be more expensive than the initial paid price. The date of the event can be changed limitlessly choosing among those available, as long as the request of change is communicated at least 48 hours prior to the chosen date and the new date is within 36 months voucher duration.
- d) **Gift Card Fare.** It is a value voucher that can be spent on the entire product range of Puresport. The gift card cannot be redeemed during special promotion periods, advertised on Puresport website, and from November 15th to December 31st of every year of calendar; its duration is 24 months from the purchase date. **This rate is non-refundable in any way.** The customer is entitled to transform the owned gift card into any of the packages (Best Price – Flexible - Premium) inheriting all its relative characteristics, except for refund, which is not allowed in any case.

In case of purchase of "Open Voucher" (**Flexible and Premium** fares), the customer will have the right to modify the options chosen at the time of the purchase choosing among dates and circuits available at the moment of modifications on all Puresport websites in all its extensions. Nonetheless, the customer acknowledges that Puresport does not guarantee a minimum number of annual events on a specific circuit and does not guarantee that cars and circuits available at the time of purchase shall also be in future. The customer, whether Puresport were to cancel one specific date in one of the circuits available on the website, has still the right to choose whichever circuit or car, different from the ones of the order, from all the circuits and cars available on the website, whichever the fare chosen was by the client at the time of purchase. In this case, the paid price will be compared to the new choice made and only in case of higher price will the customer pay the difference. In any case, refunding of the package is not allowed, except as for what is allowed in relation to the Premium package.

The participant not showing up the day of the event ("No Show"), or in the prearranged and communicated time by Puresport staff, loses the right to participation and cannot recover the experience in any way, nor request any total or partial refund whatsoever.

3. Services and performances

a) The application fee includes all the services described in the electronic or paper application form.

b) Puresport gives the possibility to participants to purchase additional services such as video camera car, guest service, etc. It is hereby understood that such services are offered in order to improve the performance that Puresport provides, but these are not part and parcel of the main services, which are laps and car chosen. Example given: if the video camera car on-board were not to work due to technical problems, it would not mean that the entire performance did not have a positive result but that the negative outcome would be related to the camera car service only and in this case Puresport would only refund the amount paid for the onboard video. The video is intended functioning when the camera records the entire driving session, from the box exit to return. Without limitation, any partial malfunctions of the telemetry of the video, missing speed data or number of gear entered, does not imply a refund of the video camera car service itself.

4. Payment - Payment of the entire application fee, indicated in the pricelist in force when the participant signs on for the course, shall be carried out through bank transfer or credit card or other ways agreed before the beginning of the course. In the purpose of the bank transfer the order number must be specified. Said bank transfer must be carried out within 7 days from the date of subscription. The date of subscription is the date when the order itself has been placed.

5. Guests - Guests are welcome to Puresport courses, in all circumstances allowed by the hosting circuits; guests are required to respect all safety measures and further prescriptions by the organizer in order not to hinder the execution of the course for driving customers. Minors must stay in the safe zones indicated by our racetrack staff and cannot have access to the Pit Lane wall.

6. Organization of the course and technical briefing - At the beginning of the course, insofar structures of the circuit and sanitary conditions will allow it, participants will attend the technical briefing held by one of the driving instructors. All information included in this briefing is of essential importance to be able to enjoy the experience in the best of ways. After the briefing, our staff will call each participant by name for the experience purchased and the laps included. All participants to the course are obliged to respect all the instructions given both during the technical briefing and by our instructors in the car during the driving session. If these rules were not to be followed, our staff has the right to immediately interrupt the driving session for safety reasons. In this case, the course will be considered interrupted because of the driver's negligence and no refund shall be requested and/or granted.

7. Liability - The participant is fully liable for the truthfulness of information given in the application form and in any other following request Puresport or the people responsible for the management of the driving course may request. The surveillance carried out by instructors during the activity does not constitute in any case assumption of liability by the instructors themselves and by Puresport, for the potential mistakes the driving participant to the course may provoke and for direct or indirect damage to things and/or people that may follow. The participant thus releases the widest declaration of assumption of liability that indemnifies the organizers, the instructors, Puresport and the hosting circuit from each and any civil, penal and administrative responsibility for facts deriving from his/her behavior and from his/her actions or omissions, except as provided in point 8. Such full awareness of waiver of liability to Puresport, instructors and hosting circuit also extends in consequence to potential accidents, even if caused directly or indirectly from the ongoing activity and services in the racetrack external to granted spaces, including equipment, or unlawful act by third parties. The participant, therefore, declares to relieve however as broadly as possible, for himself/herself and for his own successors to any legal extent, Puresport, the instructors and the hosting racetrack from any duty to pay to whoever, and therefore also to third parties and third parties transported or guests, any amount of money for compensations for damages, indemnities, refunds or for any other cause, resulting from claims of any type, nature and amount, caused by anyone and anyway, including companies themselves, their bodies, responsables, employees, workers and charged people, during the course the participant wants to do.

8. Damages to the vehicles - The participant is aware of and acknowledges that the user of the vehicles is responsible for all damages caused to the vehicles at the moment they occur. Damages to the vehicles are considered to be those both caused by the vehicles if they go off track and caused by vehicles crashing. Concerning damages to the vehicle, the organizer is thus exempted from any type of damage, being solely liable the effective user that is the participant, but with exceptions that follow below:

a) Formula vehicles (Formula 3, Formula 3 F308 Volkswagen, Formula 3 F312, Formula Renault 2000, Formula 1, other single-seater vehicles with open wheels): The client, after paying the optional fee of € 244, in addition to the base cost, will not have to pay any further repair costs on the vehicles, except for the deductible (franchigia) € 12,000.00 + VAT (eight thousand). Example: if the vehicle has damages that amount to € 16,000.00 (sixteen thousand), in case the client had paid the additional € 244 when signing up for the course, all damages shall be divided as follows: € 12,000.00 + VAT charged to client and € 4,000.00 paid by Puresport. The client who decides not to pay the additional fee will have to pay the damages he/she caused up to a maximum of € 25,000.00 + VAT (twenty-five thousand).

b) GT vehicles - Gran Turismo road cars such as Ferrari 488 GTB, Lamborghini Huracán, Ferrari 458 Italia, Porsche GT3 and other GT vehicles: Driving a GT vehicle means that one of our instructors gives the participant all technical and safety instructions while actually driving the car, being the instructor sat right by the participant in the vehicle. Hence, the client, even if paying only the participation costs, is not responsible for the repair costs of the vehicle in case of accident caused by the participant himself, except for conditions indicated hereby in this article.

Regardless of what previously mentioned and the type of vehicle used, and therefore even if the additional fee of € 244 were to be paid in case of Formula vehicles, the participant is aware of and acknowledges that he/she will be held responsible without restriction for any damages caused by himself/herself in civil courts as well as criminal and administrative courts, in case he/she caused, for his severe negligence and/or non-compliance with safety instructions given during the briefing, damage of any entity to things and people, and, for what concerns cars with instructors by the side, lack of respect and compliance with the instructions given in real time. By way of not-limiting example, events resulting in the full responsibility of the participant include any damage caused by the use of alcohol and drugs of any kind during the day of the event, the use of medicines which can even just potentially reduce the cognitive ability and the reflexes (by way of example yet not exhaustive, opioid medicines for treating pain, strong pain-relieving, antidepressants etc.); the non-warming up of wheels in case of Formula vehicles; the non-compliance with the breaking point, the start of the vehicle without the authorization of the organization and of the racetrack commissioners, the non-compliance with the flags shown during the lap, whose meaning is explained during the briefing, with particular attention to the Yellow flag (state of danger with consequent duty of slowdown and prohibition of overtaking), the Red flag

(duty to stop in the pit-lane at the next lap and necessity of instant slowdown), the yellow flag with red stripes (duty of slowdown because of grip decrease of the road surface) and to any precise command of slowdown or stop of the vehicle received from the staff. It is understood that in any case any type of damage caused to the structures of the circuit will be borne by the participant, be it caused by driving the car (as a consequence of collision, for example) or whether the participant was not driving, and so despite the presence of Kasko policy, which is active only for damages to the car.

9. Place of the event - For safety reasons, Puresport courses take place only in racetracks and structures dedicated to driving activities, closed off to traffic and in some cases created inside great green spaces. In any case, the participant must respect all spaces, not throwing litter other than in the proper spaces and always complying with whatever communicated by the organizers for the protection of the environment and the spaces. The organization reserves to define the common spaces open both to public and guests, for safety reasons and other unquestionable reasons.

10. Participation requirements - By submitting to this course, the participant declares under his/her own responsibility that he/she is in good state of health and has never been excluded from participating in any sport activity of non-competitive nature and in general. In case the participant were aware of any health problems or illnesses that may compromise perfect health conditions for sport activities, he/she must inform Puresport before signing this form. In that case, Puresport may reserve the right to ask for a medical certificate for the application to be considered valid. The participant, by signing this form, also declares that he/she does not use any drugs and/or medications that may affect reflexes and physical performances in general.

11. Regulation and equipment - At the beginning of the course, the program with the activities to follow shall be explained to each participant. Each participant shall also receive a name badge. All participants must comply with the instructions given by the instructors and all Puresport personnel. All guests must also comply with the instructions given throughout the day while they are inside the racetrack.

- It is forbidden to drink alcohol (at least from the night before the course) before and during the driving sessions.
- It is forbidden to use mobile phones during all practical activities and theoretical activities.
- All participants must fasten their seatbelts during all driving activities, regardless of where and how they take place.
- All participants must fasten their helmet during all driving sessions, except for those racetracks where the helmet, with GT cars only, is not mandatory.
- All participants must always use the specific suit and shoes except for GT vehicles for which it is enough to wear trainers and a helmet.

When there are free driving laps around the track, the participants must always comply with the regulations indicated in this document, particularly, for the type of vehicles used during these courses, which do not require the presence of an instructor on board. Participants must always follow at any time the instructions given by the staff.

12. Driver's license - According to the level of the course and the type of application, the participant may take part in the driving sessions using the vehicles offered by Puresport. In any case, the participant declares to be in possession of a valid driver's license (License level B) which is current and also declares that there are no suspensive measures in place by the Authority.

13. Cancellation of the event - Puresport reserves the right to cancel the course at its own discretion, upon notice to transmit to the email specified in the subscription application form with advance notice of 15 days before the date of the course. The participants will have the possibility to choose another date in the same racetrack and on the same typology of vehicle or, paying a potential price difference on the pricelist, on another circuit among those available on Puresport pricelist and with another vehicle of higher category. In such cases, the participant can require postponing the choice of the event of 12 months, namely obtaining an open voucher with this duration which guarantees the participant to choose the date later. In case, however, Puresport warned the participant about the cancellation of the event with less than 15 days' notice, the participant will have the right (at its own discretion), to obtain a 12 months' open voucher as it is described above, or to obtain a complete refund of the package, without prejudice for the Article 14 that follows.

14. Variation of the date of the course - For organizational or safety reasons, for requests on behalf of the authorities, including those of general denial, whether local or not, to perform events, for problems with the racetrack or reasons of force majeure beyond one's control, Puresport reserves the right to postpone, change or cancel the date of the event. For reasons of force majeure, it is intended not only an extraordinary meteorological event, such that it is not possible for the event to take place, but also eventual mechanical damages to the cars or its bodyworks that might occur during and before the event itself and that could not be repaired in fast times or, anyway, in compatible times with the continuation of the event. In this case, the participants will have the right to participate on another day choosing from the different options that Puresport will provide, taking from the calendar of dates and racetracks present on the website www.puresport.it and www.top-gift.it. The postponement of the event does not give any right to the participant to claim for indemnities or refunds of any kind, including travel costs, hotels, extra laps etc.

15. Variation of the circuit. Puresport reserves the right in any moment to modify the circuits on which it organizes driving courses, without any notice. In the event the circuit chosen, for any reason, were not available anymore, a voucher of equal amount will be given to the customer to be used with the same car or others among those available in another date on another circuit. From this moment, the customer renounces to any request of compensation or refund for the date purchased, which he/she couldn't make use of for the unavailability of the circuit.

16. Changes to the schedule and stay on the racetrack (condition valid only for Formula schedules, not GT ones)

Puresport reserves the right to not carry out the course, or to modify it consistently, for those customers who arrive after the time communicated in the convocation email, without granting the customer the right to any refund or compensation. The programme with Formula 3 and Formula 1 cars is subject to multiple limits and conditions that characterize its duration and development, and also the entrance order of drivers on the racetrack. The respect of timings and programme depends on the behavior of drivers themselves (for example, in case of spun recovery times for the vehicle are to be considered), on the weather conditions and on potential technical issues of the cars. This implies that, regardless of the convocation time, some drivers may be driving their first session in the afternoon instead of the morning. It is recognized from now on that: the choice of the first drivers is made by Puresport based on technical and organizational parameters; the evaluation of the racetrack conditions is carried out by Puresport, that based on these will establish the driving rules and behavior; the permanence on racetrack for Formula customers is required until 6PM (we thus invite you to take it into account in the organization of your trip). In the event the conditions above described are preventing from completing the program, partially or totally, the organizer will propose some alternative dates for the recovery of the laps not carried out. Even in such situation, the refund of the experience, total or partial, is not possible.

17. Applicable law and competent court - The applicable law is the Italian law and the only exclusive competent court for any controversy that should arise out of this contract, with expressed exclusion of all other courts, is that of Milan.

I declare that I accept these terms and conditions without any exceptions.

Name and surname in capital letters _____ Date of Birth _____

PLACE _____ DATE _____ SIGNATURE _____

As per articles 1341-1342 c.c., the undersigned declares that he/she has carefully read this contract and explicitly approves sections 1 (Subject-matter of the contract), 2 (Participation), 3 (Services and performances), 4 (Payment), 5 (Guests), 6 (Organizations of the course and division in classes), 7 (Liability), 8 a)b) (Damages to the vehicles), 10 (Participation requirements), 11 (Regulation and equipment), 12 (Driver's license), 13 (Cancellation of the event), 14 (Variation of the date of the course), 15 (Variation of the circuit); 16 (Changes to the schedule and stay on the racetrack), 17 (Applicable law and competent court).

PLACE _____ DATE _____ SIGNATURE _____