



## **GENERAL AND SPECIAL TERMS OF USE BILSTER BERG**

### **PREAMBLE**

**Bilster Berg Drive Resort GmbH & Co. KG (hereinafter referred to as "COMPANY" or "LESSOR") feels highly committed to complying with safety, immission and environmental requirements in operating its facility and having it used by their customers. It considers the protection and preservation of natural biotopes around the Bilster Berg to be a key issue and has built up an environment management system for a sustainable protection of the environment.**

**The General and Special Terms of Use shall be binding upon all enterprises and persons staying on the premises of the COMPANY (hereinafter referred to as "users", "lessees" or "lessee's persons"), irrespective of whether or not they have a contractual relationship with the COMPANY.**

### **I.) INTRODUCTION:**

1. The COMPANY shall conform to the standards and requirements given in the building/operating licence pursuant to the Federal Immission Control Act [Bundesimmissionsschutzgesetz] and with regard to the local conditions. Any contravention may cause the operating licence to be cancelled immediately, thus rendering any further use of the track impossible or causing at least severe restrictions on a further use. To avoid such consequences, a close cooperation between the LESSEE, the users and the COMPANY is necessary.
2. The users and the LESSEE shall strictly conform to these Terms of Use; and the LESSEE shall ensure that they will be complied with.
3. The Terms of Use shall also apply to any lessee's persons (these are the LESSEE'S staff, customers/users, course participants, subcontractors, business partners, suppliers and other persons admitted or tolerated by the LESSEE). The

LESSEE shall ensure that the said persons are aware of the Terms of Use and strictly comply with them.

4. The Terms of Use shall apply to any use of and any stay on any part of the premises of Bilster Berg Drive Resort. Any diverging provisions possibly agreed in the rental agreement shall prevail. Notwithstanding the aforesaid, the COMPANY may at any time and at its own discretion, exercising all due care and diligence, unilaterally make relevant modifications and amendments to the Terms of Use or replace them by new ones.
5. Any persons infringing the Terms of Use may be expelled from the premises without any compensation and may be forbidden to enter the premises again.

### **II.) GENERAL CONDITIONS:**

1. Entering any part of the premises of Bilster Berg Drive Resort requires the COMPANY'S consent. Any infringement of the access restriction shall be deemed a trespass and will be liable to prosecution and punishment pursuant to § 123 - 124 of the German Criminal Code [StGB].
2. No one shall be permitted to stay on the COMPANY'S premises unless authorized by the COMPANY to do so. The mere attempt to obtain access surreptitiously shall be punishable pursuant to § 265 a.
3. The COMPANY'S control and security service is entitled to check persons, even by means of technical devices, to find out if they have consumed alcohol or drugs or if they are carrying weapons or dangerous and/or flammable items, thus presenting a security risk. The control applies also to any objects brought along.
4. Persons not able to prove their access right and persons presenting a security risk will be rejected and prevented from entering the premises. No compensation shall be granted.
5. Instructions given by the COMPANY'S personnel (e.g. plant security service etc.) shall be followed. Such personnel shall have authority to give directives and to enforce the house rules against any person. Non-compliance with the



- instructions might lead to withdrawal of all authorizations and to a ban from the premises.
6. The access right of the users, the LESSEE and the lessee's persons is restricted to the areas which have been assigned to them.
  7. Children and adolescents under 14 years are admitted only when accompanied by an adult. During their stay on any part of the premises they shall permanently be watched by and adult.
  8. Access permissions are non-transferable. Any forgery or sale of access permissions shall be liable to prosecution.
  9. The COMPANY/LESSOR may, for organisational reasons, change the conditions to qualify for an access permission at any time. This means that the conditions for the permission to access or occupy the premises or to park on them may be changed and/or restructured for a determined area.
  10. Entering the premises of Bilster Berg Drive Resort and driving on them is at one's own risk. The COMPANY/LESSOR shall not be liable for any injuries to persons or property damages caused by third parties.
  11. Any person within the LESSOR'S premises shall avoid to injure, endanger or, to any greater extent than necessary under the given circumstances, impede or disturb other persons.
  12. All entries and exits and all emergency routes must be kept clear. Unauthorized persons are not allowed to enter the pit roads and other security zones.
  13. In the event of an accident, it is not allowed to enter the track or the exclusion zones. The ancillary staff made available for the purpose is exclusively competent to provide help.
  14. The entire track is permanently monitored by video.
  15. Within the premises of Bilster Berg Drive Resort, neither the sale of any kind of foodstuffs, beverages and tobacco or articles of daily use, nor the distribution of advertising material, such as flyers or give-aways, nor the exhibition of products by private individuals or non-licensed persons or companies shall be allowed without prior consent of the COMPANY.
  16. Any commercial activities on any part of the premises of Bilster Berg Drive Resort, such as selling merchandising products or offering services, require the COMPANY'S consent.
  17. The power supply systems shall not be used unless prior consent has been obtained from the COMPANY. It may be put into service only by competent experts.
  18. Any damage to the COMPANY'S equipment shall be notified to the COMPANY'S staff for documentation. The responsible party and the LESSEE shall be liable for any damages. This includes in particular damages to the pit lane, property damages caused by the use of ground pegs or other anchoring means and any other damages caused to the asphalt surface (holes) or to cables, pipes, electrical distribution panels and sanitary installations.
  19. With the exception of the individual rental modules - such as track, dynamic driving pad and off-road trail -, the German Road Traffic Regulations [Straßenverkehrsordnung] shall apply within any part of the premises of Bilster Berg Drive Resort. On the access roads and parking areas, the maximum speed allowed of 30 km/h is to be respected. Inside the paddock, driving is allowed only at walking speed.
  20. Within any part of the premises of Bilster Berg Drive Resort, parking shall be allowed only on the areas marked for this purpose. Offending vehicles will be towed at the owner's expense, who will also be charged for damages. Parking is at one's own risk. Any liability of the COMPANY/LESSOR in connection therewith is excluded. The COMPANY/LESSOR assumes no liability for damages/losses caused directly or indirectly by the use of the facility (accidents etc.).
  21. Storing any material or means of transportation in front of the stairways or the hatched escape routes is not allowed. On the driving track running directly behind or next to the pit lane, an emergency or escape route shall be kept clear at any time. The hydraulic platforms of the lorries must be either fully lowered or completely closed and must not stick out into the escape routes.



22. The following shall not be allowed on the premises:

- a) to carry weapons,
- b) to bring along objects that may be used as a weapon or projectile and/or to throw objects of any kind,
- c) to use aerosol cans with corrosive or dyeing substances, firecrackers, star shells or other pyrotechnical items,
- d) to use mechanical or pneumatic noise-producing instruments,
- e) to carry, keep, provide to others or express any symbols, signs or slogans that could possibly give the impression of racist, xenophobic or extremist views or other insults and/or provocative actions.
- f) to relieve oneself outside the toilets or to otherwise soil the premises, particularly by dropping litter,
- g) to have barbecues and/or light an open fire,
- h) to drive motorised vehicles without possessing the relevant driving licence prescribed by the German Road Traffic Act [StVG] or to have vehicles driven by other persons not possessing such driving licence,
- i) to write, paint or apply stickers on physical structures, fittings or pavements.
- j) to bring, erect, install and/or use any parts for temporary superstructures and/or stands without prior consent of the LESSOR.
- k) to bring dogs or other pets.

23. It is not allowed to damage or to climb onto or over any physical structures and fittings intended for use, e.g. pit halls and pit walls, building facades, fences, walls, enclosures of the premises, barriers, lighting installations, camera platforms, trees, any kind of masts or roof areas.

24. It is not allowed to enter areas or modules to which the LESSEE or user is not admitted (e.g. track, off-road trail, dynamic driving pad, pit halls, pit road, paddock, petrol station area, other security/prohibited areas).

25. Entering the premises of Bilster Berg Drive Resort or driving on them prior to the starting date of the rental period - e.g. due to an arrival the evening before - shall not be permitted without consultation with the LESSOR and the LESSOR'S written consent.

26. Using the paddock area shall be allowed only for the contractually agreed purposes or with the LESSOR'S explicit permission. Staying overnight shall be allowed only within the contractually agreed rental period.

27. It is prohibited by administrative regulations to make noise in the evening or during the night (8:00 p.m. until 8:00 a.m.); this shall also apply to making noise outside the contractually agreed operating hours. For this reason it shall not be allowed during the aforesaid hours to start any vehicles not registered for road traffic or to run any engines (engines-off time). Any infringement shall be liable to prosecution.

28. Smoking is absolutely prohibited in all buildings.

29. For safety reasons, the use of unmanned aerial vehicles (for example, drones / microcopters) must be approved by LESSOR before the start of the event, taking into account the legal requirements and regulations.

30. Burnouts or other driving manoeuvres which leave any optical traces on the ground are forbidden all over the premises including the race track.

31. The KG reserves the right to distribute any kind of picture, video and/or sound material produced on the premises of Bilster Berg Drive Resort GmbH & KG without the permission of the persons shown for any, but in particular promotional, purposes. The rights to use the images are unlimited in time, location and media and can be transferred to third parties.

### **III.) PROTECTION OF THE ENVIRONMENT:**

1. The COMPANY has set itself the goal of continuously improving its environmental performance and contributing to the environmental protection. It is committed to an active and sustainable protection of the environment and demands that this commitment, according to the principles and guidelines it has set itself with



regard to environmental protection, be also part of the agreement with the LESSEE. Active and sustainable protection of the environment requires the cooperation of all parties involved. LESSEES and users shall comply with the COMPANY'S environmental principles, guidelines and indications (as amended); and the LESSEE shall communicate them to the lessee's persons and ensure that the lessee's persons will comply with them. More detailed information is available at [www.bilster-berg.de](http://www.bilster-berg.de).

2. The LESSEE shall comply with any environment-related legal regulations that may apply in connection with the agreement or its performance. This includes, but is not limited to, provisions on immission and emission control, soil protection and water pollution protection. Furthermore, the LESSEE is to be economical as far as possible in using resources such as electricity and water. Environmental damages shall promptly be reported to the COMPANY by the Lessee, lessee's persons or users:
3. Waste is to be collected in the receptacles made available for this purpose and in compliance with the COMPANY'S waste segregation system. The following waste types are to be segregated:
  - recyclables assigned to the German Dual System [DSD] ("green dot" packaging)
  - Paper/cardboard
  - non-recyclable waste
  - waste oil and oil-contaminated solids (oil filters, emptied oil cans etc.)
  - It is strictly prohibited to dump kitchen waste, faeces and other sewage into the rain water system. In case of non-compliance, the LESSOR/COMPANY retains the right to impose a contractual penalty and, as the case may be, to report the incidence to the police.
4. Extreme care is required when handling flammable substances (fuel, oil etc.) or refuelling the vehicles. Fire-extinguishing equipment shall be made available. Supplying and storing fuel requires the use of containers designed for this purpose and compliance with the legal and administrative provisions. Refuelling vehicles shall only be allowed at the petrol station and/or in the area of the

petrol station. Storing fuel in the pit hall shall not be allowed. Draining motor oil (oil change) or other operating fluids hazardous to the environment shall be allowed only in the wash and service hall (F39).

5. For environmental reasons, energy consuming systems (lighting, heating, technical devices etc.) shall be switched on only as far and as long as necessary.
6. Washing vehicles shall only be allowed at places made available for this purpose. Wash racks are provided in the wash and service hall (F 39) and in the service building at the off-road trail.

#### **IV.) NOISE PROTECTION AND NOISE MONITORING:**

1. The core operating hours of the entire facility shall be from 8:00 a.m. to 8:00 p.m. on working days (Monday - Saturday) and from 9:00 a.m. to 1:00 p.m. and from 3:00 p.m. to 8:00 p.m. on Sundays and holidays. On Sundays and holidays, from 1:00 p.m. to 3:00 p.m., the track module shall be available for operation only if no significant immission level is involved with such operation.
2. The COMPANY/LESSOR retains the right to impose further restrictions on the operation of the facility, in particular for noise protection purposes, even if the sound power levels are being complied with.
3. When using the facility, the LESSEE shall provide sufficient competent staff to ensure that provisions on noise protection are being complied with, and that the drivers of any offending vehicles will be expelled from the track immediately and not be allowed to use the track again. In the event that the LESSEE or any lessee's person refuses to comply with the order to leave the track, each further commenced round shall be deemed an individual infringement subject to a contractual penalty pursuant to clause IV.4.
4. Sound emissions shall be monitored by the COMPANY/LESSOR day and night by means of two permanent measuring devices. Non-compliance with the Terms of Use or the agreed scope of use by the LESSEE and the lessee's persons shall be deemed a breach of contract and may result in the immediate exclusion of participants, the immediate termination of the use of the facility and the LESSEE being charged with a contractual penalty. The amount of the contractual penalty



depends on the significance and number of the infringements committed by the LESSEE and the lessee's persons:

- 5,000.00 euro for the first infringement
- 10,000.00 euro for the second infringement
- 20,000.00 euro for the third infringement

Contractual penalties may in particular apply to any infringement of provisions on noise protection and to any infringement of other instructions on emission and immission protection. The LESSEE and the lessee's persons are at liberty to prove that the damage actually incurred by the LESSOR was lower. The LESSEE and the lessee's persons shall not be entitled to any claims for damages or other claims whatsoever. Furthermore, the LESSOR retains the right to cancel any subsequent rental periods that may have been booked.

5. In the event that the LESSEE'S or lessee's persons' non-compliance with the Terms of Use renders the use of the facility by subsequent lessees (subsequent lessees) impossible, any costs arising thereof (e.g. claims for damages) shall be borne by the LESSEE. It is incumbent upon the LESSEE to settle claims with the parties involved.
6. Any vehicle producing excessive noise due to a technical change or defect shall be immediately removed from the facility by the LESSEE or the users. Outside the regular hours for which the track was rented and in particular during nighttime, any noise caused by unnecessary running of engines, loudspeaker announcements, burnouts, donuts or the like shall be prohibited. Outside the premises of Bilster Berg Drive Resort (e.g. on access roads), it shall not be allowed to operate any motor vehicle not registered in accordance with the German Road Traffic Registration Regulations [StVZO].
7. The COMPANY/LESSOR shall be released from any claims which may arise from an interruption of the use of the facility caused by the LESSEE'S or the user's miscategorization of such use, such interruption making the intended use entirely or partially impossible.
8. On the track module, the COMPANY will use so-called transponders to monitor the vehicles and to identify each vehicle by means of sound technology.

9. Prior to any use of the facility, the COMPANY shall provide to the LESSEE or the user a sufficient number of transponders, depending on the number of vehicles.
10. Upon completion of the use, all transponders are to be collected and returned together to the COMPANY'S competent supervisory staff. For each transponder lost or damaged, a fee in the amount of 425.00 euro shall be charged.
11. The LESSEE shall ensure that each transponder can be assigned to a specific vehicle. To ensure a proper and complete identification by transponders, the LESSOR shall be provided with a list (based on an Excel template provided by the LESSOR) indicating the number of the transponder, the related number of the vehicle, the vehicle's manufacturer, type and colour and, as the case may be, any specific characteristics of the vehicle; such list shall be submitted no later than 24 hours prior to using the track.
12. Using the test circuit without a functional transponder is not allowed and shall be subject to a contractual penalty in the amount of 5,000.00 euro per vehicle. This shall also apply to any vehicles operated by the LESSEE, such as safety cars or intervention cars and the like, but not to ambulances, clearing vehicles or Marshall vehicles.
13. The transponder needs to be affixed in or on the vehicle in such way that an interference-free connection to the receivers installed on the track is ensured. It is incumbent upon the LESSEE to ensure the proper installation of the transponders. The LESSOR/COMPANY shall not be liable for any damage whatsoever arising from incorrect installation.
14. Any manipulation of the transponder shall result in the immediate exclusion of the vehicle by the COMPANY.
15. To make the identification of the vehicles easier, the LESSEE and the user shall ensure that any vehicle using the facility is marked with a vehicle number. The vehicle number shall be affixed in such way that it may easily be identified by the COMPANY'S staff when driving past the vehicle. Any vehicles without a vehicle number shall be immediately excluded from the use of the facility.
16. To evaluate the noise emission and immission levels which are to be expected, the document "noise assessment sheet and schedule" [Schallerhebungsbogen



und Zeitplan] shall be truthfully completed, signed and submitted by the LESSEE or user early enough in advance.

17. The COMPANY shall not be able to evaluate the planned use of the facility with regard to its noise rating [Schallklassifizierung] if a completed "noise assessment sheet and schedule" has not been provided to it.
18. If the noise assessment sheet reveals that the facility's use planned by the LESSEE or the user is not compatible with the COMPANY'S operating licence, the COMPANY shall at any time be entitled to prohibit such use.
19. Subsequent modifications to the information furnished in the "noise assessment sheet and schedule", particularly with respect to the sound power level [Schallklasse], number and type of the vehicles or their total driving time and noise production, shall be notified prior to the use of the facility in a sufficiently timely manner to allow for a new evaluation by the COMPANY.
20. In case it should be necessary to remove individual vehicles from the track or, due to excessive sound emissions, to even interrupt and/or terminate any driving on the track, the Electronic Marshal System, as well as the track security staff or the intervention cars, will give signals that must imperatively be observed and followed. In such situation no overtaking whatsoever shall be allowed. Driving speed must be reduced to max 50 km/h. Intervention cars with a flashing warning light must not be overtaken. Infringement shall result in immediate exclusion and may be followed by a temporary or permanent ban from the premises.

#### **V.) DRIVING RULES:**

1. Using the track or other modules shall only be allowed during the agreed rental periods, and the track may only be accessed using the driveways dedicated for the purpose and after registration with the COMPANY'S supervisory staff. The use of the track, off-road trail or dynamic driving pad at night (10:00 p.m. to 6:00 a.m.) is only possible under special restrictions. When preparing the use of the facility (make-ready time), the track may be used by not more than 5 series-produced passenger cars simultaneously (cars to be non-modified, max speed 50

km/h, "reasonably careful driving" with hazard warning lights flashing); tyre squeal is to be avoided. The use of motorcycles shall not be allowed.

2. Driving on the driving modules is only possible with an appropriate driving licence. Motorcycle: After completion of the age of 18 with appropriate driving licence according to StVG or with a DMSB licence which is valid for the corresponding motorcycle. Automobiles: After completion of the age of 16 with appropriate driving licence according to StVG or with a DMSB licence valid for the corresponding automobile.
3. Front-seat passengers shall be at least 14 years old. For minors, a prior written consent and non-liability declaration by their legal representatives shall be required.
4. It is incumbent on the drivers to ensure the technical functionality and safety of their vehicles; however, the COMPANY retains the right to conduct a security check on vehicles. Vehicles with technical defects or a defective appearance shall not be admitted to use the track or other modules. No compensation claims can be derived from such non-admission.
5. The driver shall drive only at a speed which allows him to control the vehicle at any time. He shall adapt his speed in particular to the road, traffic, visibility and weather conditions, as well as to his personal skills and the characteristics of his vehicle.
6. Vehicles shall enter or leave the track only via the pit roads.
7. Any driving on the emergency and escape routes shall be prohibited.
8. The track is a one-way road. Driving is in **anti-clockwise** direction.
9. Driving is allowed only on the driving surface.
10. On the entire track, including the verge, no stopping or standing whatsoever shall be allowed.
11. Turning around and driving backwards is strictly prohibited.
12. Motorcyclists and pillion passengers must wear full protection clothing (leather suit, motorcycle boots, back protectors, full-face helmet and gloves with protectors).



13. For any car passengers, the use of the seat belt is compulsory. It is explicitly recommended to wear a hard protective helmet in accordance with the relevant legal provisions. When driving, any folding and sliding roofs and the windows shall be closed.
14. It is strongly recommended to permanently use the rear-view mirrors.
15. During driving the use of the mobile phone or other electronic equipment by the driver is expressly prohibited.
16. In case of leakage of operating fluids (cooling liquid, oil, fuel), it is not allowed to drive on. Any costs incurred for cleaning the track shall be borne by the responsible party.
17. On any area of the track polluted by leaking operating fluids, no overtaking whatsoever shall be allowed. The speed shall be reduced to a reasonable, careful speed not exceeding 50 km/h. Any signals given by the Electronic Marshal System, by the track security staff or the intervention cars must imperatively be observed.
18. In the event of a vehicle stopping and standing on the track, the verge or the off-road trail or dynamic driving pad due to an accident or a technical defect, the driver shall secure his vehicle by switching on the hazard warning lights. The passengers shall, while observing the traffic behind them with utmost caution, leave the vehicle and go behind the 2nd protection line (protection fence), if possible. In this situation, personal safety comes first. The driver shall promptly notify the incident to the COMPANY'S supervisory staff.
19. At accident scenes no overtaking whatsoever shall be allowed. The speed shall be reduced to a reasonable, careful speed not exceeding 50 km/h. Any signals given by the Electronic Marshal System, by the track security staff or the intervention cars must imperatively be observed. Intervention cars with a flashing warning light must not be overtaken. Infringement shall result in immediate exclusion and may be followed by a temporary or permanent ban from the premises.
20. Closure of the track due to an accident etc. shall be signalled by a red light or flag. No overtaking shall be allowed on the entire track, the speed shall be

reduced to max 50 km/h, and the driver must be ready to stop at any time. The track is to be left at the pit lane exit.

21. Vehicles involved in an accident or broken down due to a technical defect shall, according to the instructions by the track security staff, be removed from the track by the towing service authorized by the COMPANY. The costs incurred by this shall be borne by the LESSEE or the user. Any other towing or recovery measures shall be strictly prohibited.

#### **VI.) LIABILITY AND DAMAGES**

1. Using the facility and staying on its premises is at one's own risk and shall not cause any liability whatsoever of Bilster Berg Drive Resort GmbH & Co. KG or Drive Resort Beteiligungs GmbH, of their bodies or the persons made available by them or of other covenantees under the non-liability declaration.
2. The Lessees and lessee's persons and any other persons shall have access only to those modules that are intended for use and shall be allowed to (jointly) use them only after having signed the non-liability declaration and, if applicable, the declaration by the vehicle owner if he does not drive himself. Minors shall be admitted to the facility only if the COMPANY'S non-liability declaration, signed by the minor's legal representative, has been submitted.
3. Any accidents or damages (including operating fluids leaked from the user's vehicle) occurred on or to the driving surface or the kerbs, verges, side areas, gravel traps, concrete walls, crash barriers, tyre stacks, safety fences, embankments, crowd control barriers or other installations of the COMPANY shall be promptly notified to the track security staff. Infringements shall be reported to the police as a case of hit-and-run. Damages occurred shall be listed in a damage report which shall be signed by the responsible party. Costs caused by a closure of the track, as well as costs for repair and intervention cars, shall be borne by the responsible party.

This text is a translation of the German version. In case of discrepancies in application and interpretation, the German version shall prevail!