TRADE SITES AT MSV VENUES
TERMS AND CONDITIONS

In consideration and subject to payment of the total Consideration set out in the Sales Agreement Form (the "SAF") accompanying and/or referring to these Conditions as "Type of Sale" between MotorSport Vision Limited ("MSV") and the Client (as defined in the SAF), MSV agrees to provide trade site(s) at the MSV venue specified in the SAF (the "Trade Site") to the Client for the event(s) specified in the SAF (the "Event"), on the terms stated in the SAF as supplemented by these Conditions.

The agreement between MSV and the Client relating to the provision and use of Trade Sites by the Client consists of the SAF and these Conditions (incorporating the Site Rules). In the event of conflict or inconsistency between these Conditions and the SAF, the relevant term(s) of the SAF shall prevail.

1. Trade Site
The Client represents and warrants that the Trade Site will not exceed the dimensions and specifications set out in the SAF. Any items belonging to the Client which are found outside of the boundary of the Trade Site will be removed by MSV, or its representatives, from the venue where the Trade Site is located (the "Venue") at the Client's sole risk and cost.

2. Entrance and Vehicle Passes
Together with use of the Trade Site, the Client shall be entitled to receive:

- Six entrance passes for each 10m x 10m Trade Site
- Three entrance passes for each 5m x 10m Trade Site
- One vehicle pass per site

Each pass is valid for each day of the Event. Passes will only be issued following receipt by MSV of full payment of the Consideration relating to the Trade Site. Vehicle passes must be clearly displayed in the windscreen of the site vehicle at all times. All passes are non-transferable and non-refundable.

3. Trading Legislation
The Client agrees to comply with all relevant consumer legislation in the operation of the Trade Site at the MSV venues, including, but not limited to, The Trade Description Acts, The Consumer Protection Act 1987, The Supply of Goods and Services Act 1994 and The Betting, Gaming and Lotteries Act 1963, The Lottery and Amusement Act 1976 and subsequent amendments.

4. Access
The Client is entitled to use the Trade Site on the date(s) of the Event only (as specified in the SAF). Precise access times on such dates will be advised by MSV; access by the Client to the Venue prior to and after such times and dates is not permitted unless agreed in writing by MSV in advance.

If the Client has not vacated the Trade Site (and removed all material therefrom) by midnight on the last day of the Event, an additional charge shall be made by MSV to the Client at a rate equal to one day's fee (calculated where appropriate on a pro-rata basis).

The Client must remove ALL vehicles, including without limitation stock vehicles, to the parking area advised by MSV, by 8am on each day of the Event or as otherwise advised by MSV. Clients must not bring any caravans or motorised camping vehicles acting as stock vehicles into the Trade Site mall.

Vehicle(s) belonging to the Client (or associated persons) found to be parked in non-car park areas outside of the times permitted for authorised access (as stated on the vehicle passes) will be removed from the Venue by MSV at the Client's risk and cost. Clients must not permit any of its associated personnel to camp on trade site areas without prior approval of MSV; otherwise all camping must be within the allocated camping area.

5. Advertising
The advertisement by the Client of any product is permitted only within the Trade Site area, and subject always to conditions 6 and 7.

6. Restrictions of Trade Site Sales
The Client shall not (and shall not permit any associated personnel to) sell, stock, display, advertise, promote or distribute any of the following items at any MSV Venue without the express and specific prior written permission of MSV in each case:

- any film or photography product
- any cigarettes, tobacco or tobacco related products, this includes any products relating to Vaping or similar items
- any food, refreshment or beverage
- any product the sale of which may endanger or annoy users of or guests at the Venue and/or local residents
- any product knowingly obtained by means other than honest and legal
- any product for which another Client has an exclusive agreement with MSV (a list of such products is available on request)
- any air horn not filled with inert gas and labelled as such

The Client agrees that MSV may exercise its sole and absolute discretion in determining whether the sale, advertising, promotion or distribution of any item(s) conflicts with these restrictions.

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7. Infringing Articles
Without prejudice to condition 6 above, the Client may not (and shall ensure that no associated personnel shall not) sell, stock, display, advertise, promote or distribute any item or materials which in MSV's opinion:

- does or may infringe any intellectual property rights (including without limitation copyright materials, trade marks (whether registered or unregistered) and/or design rights) or which does or may violate the privacy, publicity or other personal rights, of MSV, its group companies and/or its licensors or any third party in each case in any manner and in any media,
- is defamatory, obscene, threatening, abusive or hateful, or
- does or may endanger or cause harm to the reputation of MSV, its group companies and/or its licensors or affect the value of, or harm the goodwill subsisting in, any brand, logos, trade marks (whether registered or unregistered) or other brand features of MSV, its group companies and/or its licensors

in each case an "Infringing Article". The Client shall (and shall procure that its associated personnel shall) co-operate in all respects with MSV and MSV's authorised representatives in ensuring that no Infringing Articles are made available or displayed at MSV venues, including without limitation permitting and co-operating with any inspection of the Trade Site, or of any items available for sale or stocked by the Client.

Without prejudice to any rights and remedies that may be available to MSV under this agreement or at law, any of its group companies, its licensors or any third party, the Client shall procure that any Infringing Articles are removed from sale, distribution and/or display immediately upon request from MSV or its authorised representatives. Further MSV may, as landowner, dismiss any person(s) from its premises in the event of any non-compliance with this condition 7.

8. Conduct
Without prejudice to clause 6 above, and whilst at the MSV venue, the Client (and any associated personnel) shall at all times conduct affairs in a manner which shall not bring into question, or be likely to bring into question, the reputation and/or goodwill of MSV. In particular, but without limitation, the Client (and associated personnel) shall not act in a way which constitutes, or is likely to constitute, a nuisance to members of the public and Venue users generally. The Client acknowledges and agrees that MSV reserves the right to remove the Client from the Venue where MSV is of the opinion (at its absolute discretion) that the Client (and associated personnel) is acting in breach of this clause.

The permission to use a Trade Site does not guarantee that any future request to use a Trade Site at an MSV venue shall be granted by MSV. MSV reserves the right to refuse applications from the Client for Trade Sites at any Venue operated by MSV. Without prejudice to this absolute right of refusal, MSV will take account of its past dealings with the Client and, in particular, the presentation of the Trade Site and any delay occasioned in settling amounts due from the Client under this agreement.

9. Indemnity
The Client shall at all times fully indemnify on demand and hold harmless MSV, its group companies and their respective licensees, employees, directors, officers and agents from and against any and all claims, costs, losses, liabilities and damages howsoever arising in connection with any negligence, recklessness, breach of any term of this agreement (including without limitation these conditions) or wilful misconduct of the Client, its employees, customers or clients, arising out of, or in connection with, the use of the Trade Site.

10. Limitation of Liability
All warranties, conditions and other terms implied by statute or common law (save for conditions implied by section 7 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these Conditions.

Nothing in this agreement shall limit either party's liability for death or personal injury resulting from that party's negligence or for fraud.

MSV shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way to the Client for any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings or any indirect or consequential losses arising out of or in connection with any matter under this agreement, in any case whether or not such losses were within the contemplation of the parties at the date of this agreement.

The aggregate liability of MSV in respect of any loss or damage suffered by the Client and arising out of or in connection with this agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the Consideration actually received by MSV from the Client in respect of the provision of the Trade Site.

11. Safety and Incident Management
The safety of the Client and its employees and customers at MSV Venues is paramount. By booking a trade site at an MSV Venue the Client accepts its role and responsibility in ensuring the health and safety of those working at or visiting its trade site.

Compliance with MSV Policies
The Client must ensure that it and its representatives engaged in relation to the Trade Site are properly informed of, and comply with MSV's Site Safety Rules for Traders, which are appended to these Conditions (in relation to which the Client is referred to as the trader), and any other directions or requirements that are notified to the Client from time to time relating to the health and safety of those attending the Venue. Any deviations from these policies (without proper prior specific express approval of MSV's Group Health and Safety Manager) will not be tolerated. When returning these Terms and Conditions signed by or on behalf of the Client, the Client must also have signed the confirmation at the end

of the MSV Site Safety Rules for Traders, proving all information required thereby.

These requirements supplement any applicable legislation and regulation, with which the Client must comply. Applicable legislation includes the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, Regulatory Reform (Fire Safety) Order 2006, Petroleum Regulations 2003 and the Factory Acts.

12. Insurance
The Client warrants, represents and undertakes to MSV that it has in place, an adequate and appropriate level of insurance cover (including but not limited to third party and public liability insurance, and to amount to no less than £2 million total amount of cover) with a reputable UK insurer in relation to the Client's use of the Trade Site at the MSV venue, and shall effect and maintain such insurances throughout the Event.

The Client shall produce to MSV (together with the signed SAF or no less than 21 days prior to the date of the Event) full details of such insurance which show that MSV and its associated companies are indemnified under the policy as landowners and, if requested, proof of payment of the premiums. The Client shall not, by any act or omission, vitiate the terms of any insurances affected pursuant to this condition.

13. Force Majeure
If MSV is unable to perform any of its obligations under this agreement by reason of any circumstances, cause or event outside its control including (without limitation of the generality of this condition) any governmental restrictions, adverse weather, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water service, electricity, MSV shall be entitled to be relieved its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended, without liability to the Client.

14. Payment
In consideration for the provision of the Trade Site by MSV to the Client for the dates specified in the SAF, the Client shall pay the relevant Consideration set out in the SAF to MSV by no later than 21 days prior to the Event.

Without prejudice to the foregoing, MSV reserves the right to require the Client to pay by way of a non-refundable deposit 50% of the Consideration at any time prior to the date for full payment. The relevant due date for such payment if demanded shall be stated on the demand and shall not be less than 7 days from the date of demand.

Payment shall be made in immediately available, cleared sterling funds by BACS, CHAPS or Credit/Debit Card only. All times for payment shall be of the essence. All amounts due under this agreement shall be paid in full without any deduction or withholding other than as required by law and the Client shall not be entitled to assert any credit, set-off, deduction, counterclaim or abatement of any nature against MSV in order to justify withholding of any such amount in whole or in part.

If the Client fails to pay the Consideration by the relevant due date, then MSV shall, without prejudice to any other rights or remedies that may be available under this Agreement or at law:

(a) be entitled (although not obliged) to charge the Client interest on the overdue amount, payable immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of four (4) per cent per annum above the base rate for the time being of Allied Irish Bank (which shall accrue on a daily basis and be compounded quarterly) together with any and all costs and expenses incurred by MSV in the collection of any overdue amount(s); and/or

(b) be entitled to terminate this agreement in accordance with clause 15 (a) (in which case MSV shall be entitled to resell the Trade Site to a third party).

Payment on Cancellation or Termination:
If the Client cancels the booking (or MSV terminates this agreement pursuant to clause 15):

(a) more than 21 days before the first date of booking as specified in the SAF, then 50% of the Consideration specified in the SAF shall be immediately payable to MSV (or shall be retained by MSV if already paid as a non-refundable deposit).

(b) 21 days or less before the first date of booking as specified in the SAF, then 100% of the Consideration specified in the SAF shall be immediately payable to MSV (less any amount already paid to MSV as a non-refundable deposit).

15. Termination
MSV may (without prejudice to its other rights and remedies) terminate this agreement with immediate effect by written notice to the Client if:

(a) the Client commits a breach of its material obligations under this agreement and if the breach is capable of remedy, fails to remedy it during the period of 24 hours from the time of receipt of notice from MSV requiring it to be remedied; or

(b) the Client becomes insolvent or unable to pay its debts, proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or part of its business or assets, if any petition is presented, order made or resolution passed for its winding up, bankruptcy or dissolution, if it enters into any composition or arrangement with its creditors or ceases to carry on business or if it claims the benefit of a statutory moratorium.

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On termination the payment due to MSV shall be as specified in clause 14.

The parties shall have no further obligations or rights under this agreement after termination, without prejudice to any obligations or rights which have accrued to either party at the date of termination, save that those clauses the survival of which are necessary for the interpretation or enforcement of this agreement shall continue to have effect after termination.of the MSV Site Safety Rules for Traders, proving all information required thereby.

16. General
The Client shall not, without the prior written consent of MSV (such consent not to be unreasonably conditioned, withheld or delayed) assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under this Agreement or purport to do any of the same.

Where any provision of this Agreement requires any payment of liquidated damages by any party, the relevant amount represents a genuine pre-estimate of the loss in respect of which the payment is made and not a penalty. The payment of such amounts shall be without prejudice to any other rights or remedies available to the party claiming such liquidated damages.

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. In such circumstances, the parties agree to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effects as would have been achieved by the invalid or unenforceable provision.

No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by an authorised signatory of each of the parties to this Agreement. No modification or variation of this Agreement shall be valid if made by email.

Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

These Conditions including the Site Rules and the SAF constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this Agreement. This agreement shall be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.

I confirm that I am a duly authorised signatory of the Client and that I have read, understood, agree and accept this Agreement (incorporating the SAF and these Terms and Conditions and MSV Site Safety Rules for Traders) for and on behalf of the Client.

Signed: _____ **Position:** _____

Print Name: _____ **Date:** _____

Company: _____

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