

CONTRACT (PUBLIC OFFER)
on the provision of services for organising participation in a
sports and mass entertainment event

Limited Company "M2 NOVY PROSTYR", Registration Number HE 445635, represented by Ermina Papasolomou acting on the basis of the Charter (hereinafter referred to as the "Organiser" and/or "M2 NOVY PROSTYR LTD"), offers individuals (hereinafter referred to as the "Participant") to receive services for organising participation in a sports and entertainment event on the terms and conditions set out in this Agreement and other documents referred to herein.

This Agreement is a public agreement and accession agreement. Submission of an application for participation in a sports and entertainment event in any form is evidence of unconditional acceptance of the terms and conditions set forth in this Agreement and is considered acceptance of this offer by the Participant. The terms of this Agreement are the same for all Participants and are as follows:

1. GENERAL PROVISIONS

1.1. Basic concepts and definitions of terms:

1.1.1. A public agreement is a transaction for the provision and receipt of services for organising participation in a sports and entertainment event, which establishes the same conditions for all Participants for the provision of these services on the terms of a public offer from the moment of its acceptance by the Participant (hereinafter referred to as the "Agreement").

1.1.2. Public offer (proposal) means an offer of the Organiser (posted on its website) addressed to any individual to enter into an agreement with him/her on the terms and conditions specified there in.

1.1.3. Acceptance means full and unconditional acceptance by the Participant of the terms and conditions of the Public Offer set forth in this Agreement by filling out an application on the Organizer's website and/or paying the entry fee. The agreement concluded by the Participant by accepting the public offer shall be legally binding and shall be equivalent to the agreement concluded by the parties in writing. By submitting an application and/or making full or partial payment, the Participant shall be deemed to have read and agreed to the terms of this public offer.

1.1.4. Agreement - this Agreement regulates the mutual relations between the Organiser and the Participant in the process of providing services. Under the terms of the Agreement, " " as the Organiser, undertakes to provide, subject to its capabilities, services for organising participation in a sports and entertainment event to each Participant who applies to it, and the Participant undertakes to pay their cost in a timely manner and in full and to strictly comply with the requirements for participation. The Organiser shall establish the same conditions for the provision of these services for all Participants, except for those who are entitled to the relevant benefits by law. The Agreement shall be brought to the attention of all Participants by posting (publishing) it on the official website of the Organiser: <https://racenext.app/>. This Agreement is equivalent to the conclusion by the Parties of a bilateral written Agreement on the terms and conditions set out in this public offer.

1.1.5. Registration for participation in the Event (hereinafter referred to as Registration) is a voluntary expression of the Participant's will, which consists in familiarisation with the information provided on the website, the terms of the Event and the terms of this Agreement, acceptance of them and taking actions to submit an Application and make payment in the amounts and within the terms specified on the website for their implementation. The fact that the Participant registers on the Organizer's website means that the Participant confirms that he/she has accepted the public offer (proposal) to join this Agreement, is familiar with its content, fully agrees with all its terms and conditions, and has consciously entered into this Agreement without any coercion. Any person admitted to participate in the Event shall be deemed to be a Participant thereof and, therefore, to fully accept the terms and conditions of this Agreement and the terms and conditions of participation in the Event. The Participant shall be obliged to read the full terms and conditions of participation in the Event and the terms of this Agreement.

1.1.6. Services shall mean organisational, informational, intermediary and other services, the list of

which is established by this Agreement, the Event Regulations and other regulatory documents of the Organiser, information on the content of which is provided on the Organiser's website, which are open for public inspection and, therefore, to which the Participant has free access.

1.1.7. Additional services - services that may be provided on the territory of the Event on the basis of separate agreements by the Organiser or third parties.

1.1.8. The Event is a mass sports and entertainment competition held in the form of races for a certain distance with the aim of popularising and promoting sports and healthy lifestyle in Cyprus, developing mass sports in Cyprus. The actual organisers of the Events are "M2 NOVY PROSTYR LTD", other LLCs, NGOs, individual entrepreneurs.

1.1.9. Participant - an individual who has expressed a desire to participate in the sporting event from the list provided on the Organizer's website and has entered into the Agreement with the Organizer by registering on the Organizer's website and paying the entry fee remotely.

1.1.10. The Organising Committee is a governing body formed by the Organiser, whose functions include decision-making and enforcement on the main issues of preparation and conduct of the competition and evaluation of the results of its conduct.

1.1.11. Regulations of the Event ("Regulations") - a document posted on the Organiser's website, which defines in detail the rules, conditions and procedure for participation and other necessary information regarding a particular sports and entertainment Event. The content of the Regulations is not included in the subject matter of this Agreement.

1.1.12. Entry fee - payment for the Organizer's services for organising participation in the Event, which the Participant shall pay upon Registration for participation in the Event.

1.1.13. Participant Starter Pack is a set of services that a Participant receives after Registration.

1.1.14. Registration Ticket is a document confirming the Registration and payment of the Starter Pack by the Participant.

1.1.15. Co-organisers (co-executors) - third parties providing additional services, as well as sponsors, promoters and their agents, "M2 NOVY PROSTYR LTD" and other LLCs, NGOs, individual entrepreneurs

1.1.16. The official website of the Organiser (or simply - the website) is the official website of the Organiser on the Internet, which is located at: <https://racenext.app/> (constantly available for review), and is a source of information for Participants.

2. ACCEPTANCE OF THE CONTRACT

2.1. For the Participants, the confirmation of full and unconditional acceptance of this public offer is the submission of an Application for participation in the event, payment of the entry fee and registration for participation in the sports event on the Official Website of the Organiser.

2.2. The Agreement shall be deemed concluded upon receipt by the Organiser of the Registration Data from the Participant of full payment of the cost of the ordered Services indicated on the Organiser's Official Website or performance of other actions stipulated by the Agreement, which indicate the consent to comply with the terms of the Agreement. Execution of the Agreement in the form of a separate written document is not required. The Agreement shall be legally binding and shall be equivalent to the Agreement signed by the parties.

2.3. All terms of the Agreement set forth in this Public Offer are binding on the Parties. Before starting to use the Services, each Participant shall be obliged to read the terms of this Agreement and the Event Regulations posted (published) on the Official Website of the Organizer.

3. SUBJECT MATTER OF THE CONTRACT

3.1. The Organizer, in accordance with the terms of this Agreement, as well as the information specified on the Organizer's website, undertakes to provide a range of services for organising participation in the sports and entertainment Event selected by the Participant, and the Participant undertakes to accept and to pay for these services in the amount and on the terms and conditions specified in this Agreement and the information specified on the Organiser's website regarding the selected Event.

3.2. The general terms and conditions and the procedure for the provision of the Services shall be established by the legislation of Cyprus, this Agreement and the Regulations of a particular Event.

3.3. The complex of Services under this Agreement shall mean the provision of the Participant

with the opportunity to take part in the competitions (races) specified on the Official Website of the Organiser and use the services provided for by the Rules of the event.

4. TERMS OF SERVICE

4.1. In order to receive and use the Services provided for in this Agreement, the Participant shall be obliged to read the terms and conditions of this Agreement, the Regulations of the Event and complete the Registration procedure for participation in the Event through the service of the Organizer's Official Website.

4.2. When registering on the Organizer's website, the Participant is obliged to:

4.2.1. choose the event in which he/she wishes to participate (choose a race);

4.2.2. Fill in the questionnaire:

- surname, name of the Participant;

- date of birth of the Race Participant;

- email address of the Race Participant;

- contact phone number of the Race Participant;

- name and contact phone number of the guarantor (in case there is no contact with the Race Participant),

- country and city of residence of the Race Participant;

- the gender of the Race Participant and biometric characteristics of the Race Participant, which are necessary for the Organiser to comply with all the conditions and regulations of the event itself.

4.2.3. pay the Initial Fee with a commission.

4.3. If the Organiser requires additional information, it has the right to request it from the Participant. In case of failure to provide the required information by the Participant, the Organizer has the right to refuse further registration.

4.4. The Organiser is not responsible for the content and accuracy of the information provided by the Participant during the registration. The Organiser reserves the right to record telephone conversations with the Participant and to record data on the course of the Registration, and also has the right to freely use the information received in case of possible disputes.

4.5. The Race Participant is solely responsible for the accuracy of the information provided during the Registration.

4.6. Changes to the Participant's personal data after the Registration procedure are possible only with the consent of the Organizer and are possible only before the end of the time provided by the Organizer for open Registration for a particular Event. The Organiser reserves the right to set and charge an additional fee for such changes.

4.7. If the registered Participant is unable to participate in the Event for any reason, the Entry Fee is non-refundable.

4.8. The Organizing Committee has the right to suspend or completely terminate the Registration without notice, in case of reaching the limit of the number of Participants, to change the start time and the number of Participants in the race, which is not considered a material change in the terms of the Agreement and does not entail any penalties.

4.9. The Participant's Registration shall be automatically cancelled if the Participant provided inaccurate and/or false or unreliable data during the Registration. In case of cancellation of the Registration for the reasons specified in this clause of the Agreement, no refunds shall be made.

4.10. After completing the Registration, the Participant shall receive a confirmation of payment in the form of a Registration Ticket to the e-mail address specified during the registration.

4.11. The Participant shall be deemed registered if he/she has duly completed the Registration and paid the Entry Fee.

4.12. The Organiser is not responsible for any additional costs associated with the Participant's preparation for the event, including travel and accommodation expenses.

4.13. Registered participants are not entitled to transfer (sell) their right to participate in the Event to other persons.

4.14. The organizer is not responsible for delays, postponements or cancellations in case of "unfavourable weather conditions" or "emergency situations". Definitions "adverse weather conditions" and "emergencies" shall be the sole responsibility of the Organiser.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. A participant has the right to:

5.1.1. Receive the Services on the terms and conditions and in the manner provided for by this Agreement.

5.1.2. To demand from the Organizer the proper performance of its obligations under this Agreement.

5.1.3. Participate in the selected Event in accordance with the terms of the Agreement and the Event Regulations after Registration.

5.1.4. To inform the Organizer of their wishes, suggestions, comments regarding the Event.

5.1.5. To participate or refuse to participate in the Event at their own discretion, on the terms and conditions specified in this Agreement and/or on additional terms and conditions proposed by the Organizer.

5.1.6. Receive the Participant Starter Pack at the Event venue.

5.2. The participant is obliged to:

5.2.1. Duly fulfil the obligations under this Agreement.

5.2.2. To accept and pay for the services provided by the Organiser in the manner and on the terms and conditions specified in this Agreement.

5.2.3. Before starting the Registration for the selected Event, read the list of services provided by the Organizer, read the terms and conditions of their provision, the Regulations of the Event, which are posted (published) on the Official Website of the Organizer, and in case of additional questions - before registration, contact the Organizer for additional information.

5.2.4. Strictly comply with the requirements of this Agreement, safety rules and the requirements of basic reasonableness.

5.2.5. To use the Services personally, not to transfer (sell) the rights obtained under this Agreement to third parties.

5.2.6. Pay for additional services in a timely manner and in full, if you wish to use them.

5.2.7. Attend the Event at the designated time in accordance with the Event Regulations and the selected race type and time.

5.2.8. To treat the property located on the territory of the Event with care and neatness while using the Services specified in this Agreement.

5.3. The Organiser has the right to:

5.3.1. To demand from the Participant proper and full performance of its obligations under this Agreement.

5.3.2. Receive timely and full payment for the Services provided.

5.3.3. To demand from the Participant compensation for material damage in case of damage to the Organiser, the Organiser's property, its employees, volunteers or other persons.

5.3.4. Not to allow the Participant to enter the territory of the Event and to terminate the provision of the Services if the appearance of the latter gives grounds to believe that the Customer is under the influence of alcohol, drugs, potent medicines that can affect his/her behaviour and state of mind.

5.3.5. Not to allow the Participant to enter the territory of the Event and terminate the provision of Services if the Participant violates the rules of conduct, threatens the life and health, honour and dignity of other Participants and/or employees of the Organiser or third parties.

5.3.6. Unilaterally refuse to perform this Agreement or suspend its performance if there are grounds to believe that the provision of the Services may cause damage to the Participant or cause other adverse consequences for him/her or third parties, which will be considered as the impossibility of performing this Agreement through the fault of the Participant and will not entail any liability for the Organizer.

5.3.7. In case of termination of the Services to the Participant for the reasons provided for in clauses 5.3.5,

5.3.8. of this Agreement, the Participant shall be deemed disqualified. A disqualified Participant will not receive a "Participant Package" and will be denied registration for the next race.

5.3.9. To change the terms of this Agreement, as well as the cost of organising participation in the Events unilaterally by posting information on the official website of the Organiser in advance: <https://racenext.app/>.

5.3.10. Without the Participant's consent, independently, for the purpose of safe and efficient provision of services and control over the quality of the Services provided, take video and photo during the Event.

5.4. The Organiser is obliged to:

5.4.1. Provide the Participant with the Services in accordance with the terms of this Agreement and the Competition Rules.

5.4.2. After the Registration and payment of the Initial Fee by the Participant, send him/her a registration receipt to the e-mail address specified during the registration, which confirms the Participant's rights to receive the Services in accordance with this Agreement.

5.4.3. To inform the Participant about all promotions, discounts, changes in the terms of the Agreement, changes in the date and time of the Event, etc. by posting relevant information on the website: <https://racenext.app/>.

5.4.4. In case of violations by any of the Participants or third parties of the rules of conduct during the Event, the terms of the Event Regulations or the terms of this Agreement, take all possible measures to stop such violation.

5.4.5. The Organizer undertakes to arrange the Participant's participation in the selected Event under the terms of this Agreement.

5.4.6. The Organizer shall provide the Event Participant with complete and accurate information on the terms of registration, including information on related products that may be purchased during the Event, and, if possible, shall place it in the description of each Event on the website: <https://racenext.app/>.

6. COST OF SERVICES AND PAYMENT PROCEDURE

6.1. The cost of the Services under this Agreement shall be set in accordance with the Event chosen by the Participant, type of race, registration period and shall be determined in the Regulations of a particular Event

and is listed on the website: <https://racenext.app/> .

6.2. Payment for the Services shall be made by the Participant on the day of Registration in the amount of 100% of the Entry Fee for the selected race type.

6.3. The funds paid by the Participant in accordance with this section of the Agreement shall not be refunded, except as provided for in this Agreement, the Event Regulations or as otherwise agreed by the Parties.

6.4. The Organiser shall not change the value of the Entry Fee already paid in full by the Participant.

6.5. The obligations of the Race Participant to pay the Entry Fee shall be deemed fulfilled from the moment the funds are transferred to the account specified by the Organizer.

7. THE TERM OF THE AGREEMENT, AMENDMENTS AND ADDITIONS.

7.1. The offer is not limited and coincides with the term of its posting on the Official Website of the Organizer, unless otherwise stated on the website.

7.2. This Agreement shall enter into force for the Participant from the moment of his/her Registration for the selected Event and payment of the Entry Fee in full according to the cost of the selected race.

7.3. The term of the Agreement with the Participant who has accepted this offer shall expire at the end of the Participant's participation in the selected Event.

7.4. In case of violation of the Agreement by the Participant, the Agreement may be terminated unilaterally by the Organizer without refund of the paid funds to the Participant, and the services shall be considered to be provided in full and properly.

7.5. The Agreement may be terminated early at the initiative of the Participant on the grounds provided for by the current legislation of Cyprus.

7.6. The Organizer independently determines the terms of the Agreement in accordance with the requirements of the current legislation of Cyprus. The Organizer shall have the right to change the terms of the Agreement at its sole discretion with obligatory notification of the Participant on the Official Website of the Organizer.

7.7. In case of amendments to this Agreement, the Organizer shall post a notice of such amendments on its Website at least 10 (ten) calendar days before the amendments come into force, except in cases where the Agreement establishes a different term and/or procedure for notifying of amendments, as well as in cases where the Organizer is not obliged to notify the Participant of amendments. At the same time, the Organizer guarantees and confirms that the current version of the text of this

Agreement posted on the Organizer's Website is valid.

7.8. The agreement may be amended and supplemented by posting the relevant information on the website: <https://racenext.app/>.

8. RESPONSIBILITY OF THE PARTIES

8.1. The Parties shall be liable for non-performance or improper performance of their obligations under this Agreement in accordance with the current legislation of Cyprus.

8.2. The Parties shall not be liable for breach of their obligations under this Agreement if it occurred through no fault of their own. A Party shall be deemed not guilty if it proves that it has taken all necessary measures for the proper performance of its obligations under this Agreement.

8.3. The Organiser shall not be liable in case of actions/inactions of third parties who are not employees of "M2 NOVY PROSTYR LTD"(owners of the territory where the Event is to take place or istaking place, representatives bodies state authorities), bodies of local self-government, public utilities , Co-Organisers, public organisations, etc.), as a result of which the Contractor could not fulfil its obligations underthis Agreement.

8.4. The Participant shall be solely and personally responsible for his/her life and health.

8.5. The Organizer is not responsible for any damage to the life and health of the Participant.

8.6. The Organizer is not responsible for the health of the Participant during the use of the Services specified in this Agreement.

8.7. The Contractor shall not be liable for any damage caused to the Participant's health or property by the actions of third parties or the Participant's actions.

8.8. In the event of material damage, deterioration or loss of property due to the fault of the Participant, the latter shall be obliged to reimburse the full cost of the damage on the basis of the invoice provided by the Organizer.

8.9. The Participant shall take care of the safety of his/her personal belongings. The Organizer is not responsible for the safety of the Participant's personal belongings.

8.10. All disputes, controversies and disagreements arising out of the conclusion or fulfilment of the terms of this Agreement shall be resolved through negotiations. If the Parties do not reach an agreement during the negotiations, all disputes shall be resolved in accordance with the judicial procedure established by the legislation of Cyprus.

9. FORCE MAJOR

9.1. A Party shall be released from liability for non-performance or improper performance of its obligations under this Agreement if it was caused by force majeure circumstances, namely: natural disaster, war and hostilities, strike(s), sabotage, accident, fire, mass disorder and riots, acts of public authorities or governments, etc., provided that these circumstances directly affected the performance of this Agreement. In this case, the term for fulfilment of obligations under this Agreement shall be extended for the duration of such circumstances and their consequences.

9.2. A Party that cannot fulfil its obligations due to the circumstances specified in clause 9.1. of this Agreement shall notify the other Party in writing within 15 calendar days. Late (later than 15 calendar days) notification of force majeure circumstances shall deprive the relevant party of the right to refer to them to justify its unfulfilled obligations. Notification of the Organiser of the occurrence of force majeure is possible, inter alia, by posting relevant information on the Official Website of the Organiser.

10. LIMITATION OF LIABILITY

10.1. "M2 NOVY PROSTYR LTD" is not a medical or other institution that provides healthcare services, doesnot assess, monitor or control the health of the Participant.

10.2. The participant is solely responsible for his/her life and health while participating in the Event.

10.3. The Contractor shall provide services on the basis that the Customer has undergone a medical examination and has no contraindications to sports before the start of the use of the Services and participation in the Event.

10.4. The Participant shall take part in the Event in accordance with the date and time of the Event

specified by the Organizer on the website and/or the category and type of race chosen by the Participant.

10.5. Participation in the sporting event is possible only if you have a Registration Ticket.

10.6. The Participant should keep a close eye on his/her personal belongings and clothing and not leave them unattended. The Organiser is not responsible for lost and/or unattended items.

10.7. It is strictly forbidden to stay in the office premises without the appropriate permission of the Organiser.

10.8. In case of poor health or injury, the Participant is obliged to immediately stop participating in the competition and seek medical assistance.

10.9. The Organiser shall not be responsible for the actions of third parties and mutual settlements between the Participant and such third parties, including the Co-Contractors, and shall not be liable for the obligations to which it is not a party.

11. OTHER TERMS AND CONDITIONS

11.1. The Organiser may provide the Participants with additional services that are not provided for in clause 3.1. of this Agreement and are not included in the subject matter of this Agreement.

11.2. Additional services may be provided by the Organizer on the basis of separate agreements.

11.3. All legal relations arising out of or related to this Agreement, including those related to the validity, conclusion, execution, amendment and termination of this Agreement, interpretation of its terms, determination of the consequences of invalidity or breach of the Agreement, shall be governed by this Agreement and the relevant provisions of the legislation in force in Cyprus, and also applicable to such legal relations, the customs of business turnover based on the principles of good faith, reasonableness and fairness.

11.4. The Parties hereby certify that this Agreement has been entered into in full understanding of its terms and conditions and in compliance with all general requirements necessary for the validity of a transaction.

11.5. By filling in the Registration form on the Organiser's website with personal data and paying for the Organiser's services (Entry Fee), the Participant gives his/her consent and permission to the Organiser and Co-Organisers to collect and process his/her personal data in accordance for the purpose of providing the Services. The above information may also be provided to third parties directly involved in the processing of this data, as well as in other cases expressly provided for by law.

11.6. In order to ensure safety on the territory of the Event, the Participant gives his/her unconditional consent to take photos and videos during his/her participation in the Event (except for sanitary areas: showers, toilets and changing rooms). The Participant also gives permission to the Organiser and Co-Organisers, their employees and contractors to use photos, videos, sound recordings or any other recordings taken during the Event, including for advertising purposes, without payment or any compensation.

11.7. By proper notification and communication of information to consumers of the Services specified in this Agreement is considered to be placement of the relevant information on the website: <https://racenext.app/>.

11.8. The date of conclusion of this Agreement shall be the date of the Participant's Registration and full payment for the Services.

11.9. The place of conclusion of this Agreement is Limassol.

11.10. The trademark for goods and services "RaceNext" and "RaceNext App" (hereinafter - TM) is the property of "M2 NOVY PROSTYR LTD" (the Right Holder). Any use, reproduction, full or partial copying, as well as arrangement of elements or modification of the TM in any form or manner without the consent of the Right Holder is prohibited.

11.11. This contract is governed by the law on contracts (Chapter 149 of the Statute Law).

12. DETAILS OF THE ORGANISER

Limited Company " M2 NOVY PROSTYR LTD ", Registration Number HE 445635.

The address for sending complaints (applications, appeals) to the Organiser, the procedure and terms for consideration of applications and complaints, as well as postal and e-mail addresses where

the Participant can contact the Organiser on the provision of services can be found at <https://racenext.app/> or phone.

In case the Client contacts the Organizer by phone, the Client agrees that the phone conversation may be recorded in order to control the quality of the Client's service.

Legal address: Georgiou Griva Digeni, 105, STEIDES COURT, 4th floor, Flat / Office 402, 3101, Limassol, Cyprus

Registration Number: HE 445635

Account number: CY40002001950000357038910189 in Bank of Cyprus

Director of " M2 NOVY PROSTYR LTD " : ERMINA PAPASOLOMOU