



SPRING EXOTICS

LUXURY CAR EXPERIENCES

TERMS AND CONDITIONS

* Road Experiences *

WARNING

This document contains generic and exemplifying terms and conditions of those that with some probability may be applied by Spring Exotics for on-road driving experiences. The public and online presentation of these terms and conditions do not bound Spring Exotics to them.

The terms and conditions presented in this document are meant to serve only as an illustration and a general orientation. Therefore, Spring Exotics reserves the right to change them at any time with no previous warning, prior to its presentation to the final client.

As such, the terms and conditions that will effectively bound both Spring Exotics and the final client / the user of the experience, will not be these ones but those presented by Spring Exotics to the client by e-mail or paper after the booking process has begun.

Designations

1. For the purposes of these terms and conditions, it will hereinafter be referred to as:

a) "*Spring Exotics*" - the company Diagrama Crucial, Lda, legally incorporated under the Portuguese law with the fiscal and VAT number PT 516 483 072 who will act as the service provider.

b) "*acquiring client*" - the person or legal entity acquiring the services provided by Spring Exotics that are ruled by these terms and conditions.

c) "*user client*" - the person who, as a driver or a passenger, will enjoy of the services provided by Spring Exotics acquired and ruled under these terms and conditions.

The acquiring client might be different from the user client in situations such as experiences being offered to family or friends or experiences as passenger enjoyed by minors but acquired by adults.

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Diagrama Crucial, Lda - PT 516 483 072



SPRING EXOTICS

LUXURY CAR EXPERIENCES

d) “ *client* ” - the person or legal entity which can be referring to either the acquiring client, the user client, or both, as applicable depending on the context.

e) “ *road experiences* ” or “ *experience(s)* ” - the services provided by Spring Exotics that correspond to road driving experiences, or to experiences enjoyed as a passenger, performed in the vehicles being offered by Spring Exotics that are described at www.springexotics.com and/or in these terms and conditions as well.

e) “ *lamborghini huracan performante* ” - the black passenger car with 2 seats, manufactured by the internationally recognized brand *Lamborghini*, model *Huracan* and variant *Performante*, used by Spring Exotics to provide its road experiences.

Object

1. These terms and conditions are meant to establish the terms, conditions and rules under which any booking, acquisition or usage of Spring Exotics services will be provided.
2. Despite the acquiring client may differ from the user client, these terms and conditions also bound the user client (user of the experience) in its fullness, except if otherwise mentioned.
3. The acquisition of any service road experience provided by Spring Exotics implies the acceptance and signing of these terms and conditions by both the acquiring client and the user client.
4. The acquiring client and/or the user client accepts and recognize that only these terms, conditions and rules, and no others, will rule the road experience services provided by Spring Exotics.
5. Subsidiary, and regardless of the nationality of the customer acquiring and/or using the services provided by Spring Exotics, these terms and conditions are subject to the laws of the Portuguese Republic, and no laws of any other state, nation or country are applicable..



SPRING EXOTICS

LUXURY CAR EXPERIENCES

Booking procedures

1. Even though Spring Exotics' services are offered to the general public, the acquisition and use of road experiences provided by Spring Exotics is not an automatic or guaranteed process.
2. The acquisition and use of road experiences is, therefore, subject to a prior reservation process, which is initiated by the client who wants to acquire the experience, through a reservation request made and submitted through the website www.springexotics.com, as conditions presented on that website and providing the information requested therein.
3. As such, Spring Exotics does not guarantee the prior availability of its services nor it is priorly obligated to accept any booking request.
4. Therefore, after analyzing a certain booking request, Spring Exotics is entirely free to accept it or not, reserving the right not to present any justification in case of non-acceptance. Spring Exotics is obliged only to inform the customer whether your the booking request was accepted or not.
5. If a booking request is accepted, all necessary information will be sent by email to the client acquiring the experience, as well as the final terms and conditions that will apply to the experience the client wants to acquire, which may differ from these terms and conditions. The full and careful reading of the booking conditions is required, as well as the client's agreement with them, namely through its signature.
6. Likewise, for the purpose of booking and providing the acquired experience, Spring Exotics reserves the right to ask the acquiring customer and/or user of the experience a copy of their personal identification documents, such as a citizen card / BI , passport and/or driving license to verify the compliance with all applicable requirements, terms and conditions.

Booking requirements and conditions

1. Only those who are at least 18 years old can make bookings and acquire experiences with Spring Exotics.
2. The user client of the experiences as a driver needs to be at least 21 years old and needs to have a driving license valid for more than 3 years ago that allows him to legally drive regular

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Diagrama Crucial, Lda - PT 516 483 072



SPRING EXOTICS

LUXURY CAR EXPERIENCES

passenger vehicles in Portuguese territory.

3. The customer using the experiences as a passenger, if under 18 years of age, will need to present parental authorization at the time of booking or, alternatively, upon arrival at the experience location.
4. In the event that the client acquiring the experience is different from the client using it, which may happen, for example, in the case of offers to friends or family, the client acquiring the experience is obliged to inform the client using the experience about all these terms and conditions, prior to the use of the acquired experience.
5. Upon arrival at the experience site and before it begins, the acquiring client and the client using the experience, if the latter is different from the first, will be asked to sign these terms and conditions, if they have not already done so.

Finalization of the booking

1. Any booking of road experiences with Spring Exotics is considered effective and concluded only after Spring Exotics sends the respective proof of reservation, which can only occur when all reservation requirements are met and after payment of the booking deposit (which is usually 50% of the total).
2. The remaining 50% are paid on the experience day before the start of the experience.
3. In the event false information or documentation is provided to Spring Exotics, or any failure by the client regarding the compliance of any of the booking requirements, terms and conditions, regarding a booking that had already been confirmed, Spring Exotics reserves the right to cancel any purchased services and respective experiences without the right to any refund of any amount that has already been paid to Spring Exotics, regardless of its nature, whether in favor of the acquiring client or in favor of the user client.
4. Upon arrival at the moment of the experience, the user client must have with him/her its personal identification document (citizen card / ID / passport) and, in the case of experiences as a driver, the driver license as well, which will both be verified by Spring Exotics.

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SPRING EXOTICS

LUXURY CAR EXPERIENCES

Security deposit for damages and losses

1. Experiences as a driver are subject to a security deposit in the amount of € 500 in favor of Spring Exotics, to be paid prior to the start of the experience that aims to cover:
 - Any damages, losses or liabilities resulting from the actions, inactions or omissions of the user client that, directly or indirectly and in any form or nature, may encumber Spring Exotics or its professionals, which includes, for example, damage to the vehicle;
 - Strict compliance with all terms and conditions.
2. In the event of any damage, loss, liability or non-compliance referred to in the previous number, Spring Exotics will appropriate the security deposit as its own and claim this amount, in whole or in part, as it deems necessary.
3. Regardless the damage deposit has a value of € 500 and regardless of any insurance policy contracted by Spring Exotics, the responsibilities assumed by the user client are in no way limited to this amount and the user client may be required to pay any additional amounts that prove necessary for full coverage of damages, losses or liabilities, with no limits, provided that these amounts are not effectively and definitively reimbursed in favor of Spring Exotics by the contracted insurance policy.
4. The security deposit is paid by debit card before the beginning of the experience.
5. If the absence of any damages, losses or liabilities resulting from the actions, inactions or omissions of the user client is verified, as well as the absence of non-compliance by the user client regarding any of the terms and conditions, the security deposit is returned/refunded to the user client by the end of the experience.
6. The refund of the damage deposit is done on the same debit card that was used to pay it at first.
7. Notwithstanding the fact that experiences as a passenger are not subject to the provision of a security deposit, the user client of experiences as a passenger is nevertheless responsible, under the terms of the previous points, for damages, losses or liabilities that directly or indirectly affect Spring Exotics or its professionals if they are a result his/her actions, inactions,, omissions or failure to comply with any of these terms and conditions.



SPRING EXOTICS

LUXURY CAR EXPERIENCES

8. Regardless the responsibilities assumed by the user client, the client acquiring the experience, if different from that one, is subsidiary responsible for financially covering any damages, losses or liabilities in favor of Spring Exotics or its professionals, in the same terms as the previous numbers.

Road experiences – service provided by Spring Exotics

1. Depending on the road experience chosen and acquired by the client, once the respective booking has been made and finalized and all requirements, terms and conditions have been fulfilled, on the date and time determined in the booking confirmation, Spring Exotics undertakes to provide the following services:

A) In case of a 12km Road Experience, as a DRIVER:

- Spring Exotics will provide the user client of the experience with the unique opportunity to drive and experience our Lamborghini Huracan Performante in the first person through a relaxing route of about 12km, in tour style, which takes place entirely on urban roads in the municipalities of Portimão and /or Lagoa.
- The experience is accompanied by a Spring Exotics professional who will occupy the passenger's seat and who is responsible for presenting the vehicle to the client, for demonstrating/explaining everything necessary to carry out the experience, for ensuring that it runs smoothly and for verifying the compliance with its terms and conditions, all security conditions and for instructing the user client with all necessary orders and guidelines throughout the experience.
- The experience will be the subject to audiovisual recording which is offered and sent to the user client through digital means within 72 hours of the experience being carried out. The recording is carried out in 2 different angles: one facing the road, and the other facing the vehicle occupants.
- The user client authorizes Spring Exotics to proceed with the audiovisual recording of the experience.
- Spring Exotics will use the experience recordings only for the purpose of offering them to the client and, as well, for internal records and documentary evidence in the event of an accident, damages, losses, non-compliance with any conditions required by Spring

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SPRING EXOTICS

LUXURY CAR EXPERIENCES

Exotics or situations that require the use of these recordings for legal, contractual, financial or administrative purposes.

- Spring Exotics will never use such recordings for any other purpose, namely for commercial or promotional purposes of public scope, unless the user client has expressly authorized it.
- This experience lasts approximately 25 minutes on road.
- At the beginning or at end of the experience and with the vehicle parked in a safe place, the user of the experience will have 5 minutes at his/her disposal to take pictures or videos, inside or outside the vehicle. For these purposes, Spring Exotics will place its own branded registration plate over the original plate.
- The specific path along which the experience will take place will be made known to the user client on the same day.
- The meeting point (in Lagoa or Portimão) for the beginning and for the end of the experience, to be defined in due course by Spring Exotics, will be made known to the client usually within 48 hours before its start.

B) In case of a 16km, 25km or 50km Road Experiences, as a DRIVER:

- Spring Exotics will provide the user client with the unique opportunity to drive and experience our Lamborghini Huracan Performante in the first person on an open road route of about 16km, 25km or 50km that includes different roads, such as municipal roads, national roads and highways, in the municipalities of Portimão and/or Lagoa.
- This experience lasts approximately 15 minutes (16km) / 20 minutes (25km) / 36 minutes (50km) on road.
- For everything else that does not contradict the above mentioned in B), the other conditions and offers referred to in A) are equally applicable.

C) In case of a 12km Road Experience, as a PASSENGER:

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Diagrama Crucial, Lda - PT 516 483 072



SPRING EXOTICS

LUXURY CAR EXPERIENCES

- Spring Exotics will provide the user client with the unique opportunity to experience our Lamborghini Huracan Performante from the passenger seat, letting himself to be driven by Spring Exotics professional through a relaxing ride of about 12km, in tour style, which takes place entirely on urban roads in the municipalities of Portimão and/or Lagoa.
- The experience will be the subject to audiovisual recording which is offered and sent to the user client through digital means within 72 hours of the experience being carried out. The recording is carried out in 2 different angles: one facing the road, and the other facing the vehicle occupants. In case of experiences as a passenger, only the angle facing the vehicle occupants is offered to the client.
- This experience lasts approximately 25 minutes on road.
- For everything else that does not contradict the above mentioned in C), the other conditions and offers referred to in A) are equally applicable.

D) In case of a 16km, 25km or 50km Road Experiences, as a PASSENGER:

- Spring Exotics will provide the user client with the unique opportunity to experience our Lamborghini Huracan Performante from the passenger seat, letting himself to be driven by a Spring Exotics professional along an open road route of about 16km, 25km or 50km that includes different roads, such as municipal roads, national roads and highways, in the municipalities of Portimão and/or Lagoa.
- The experience will be the subject to audiovisual recording which is offered and sent to the user client through digital means within 72 hours of the experience being carried out. The recording is carried out in 2 different angles: one facing the road, and the other facing the vehicle occupants. In case of experiences as a passenger, only the angle facing the vehicle occupants is offered to the client.
- This experience lasts approximately 15 minutes (16km) / 20 minutes (25km) / 36 minutes (50km) on road.
- For everything else that does not contradict the above mentioned in D), the other conditions and offers referred to in A) are equally applicable.

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SPRING EXOTICS

LUXURY CAR EXPERIENCES

2. In any of the experiences, the client is not allowed to install or to use in the vehicle any means of its own aimed at recording the audiovisual experience, including mobile phones or other devices, except for the purposes of the 8th point of A).

Usage and safety rules

Hygiene and clothing

A) In any of the experiences:

1. The user client must be clean of any dirt, moisture or dust, as well as all its clothing.
2. Full size pants are mandatory.
3. It is mandatory that the torso is completely covered by pieces of clothing, using, for example, the use of a short-sleeved t-shirt, shirt, sweater, sweatshirt, coat, among others.
4. It is therefore not allowed to wear sleeveless clothes or any other garment that does not cover the torso and forearm completely.
5. It is mandatory to wear comfortable shoes, closed and without heels, which must also be clean of any dirt, humidity or dust.
6. The use of any bathing clothing is not allowed.
7. It is also not allowed to use any bathing shoes, flip-flops, sandals or other similar.
8. The use of a respiratory mask by the client is not mandatory, unless required by law.

B) In the case of experiences as a driver, in addition to observing the requirements set out in the previous paragraph regarding footwear, this must also have a rubber sole or other adherent material, and the use of any flat-soled footwear is not allowed.

C) Spring Exotics reserves the right not to carry out any experience before its beginning or to end it in advance during its realization, if any of the conditions mentioned in the previous paragraphs is not fulfilled by the user client in which case there is no refund or compensation in favor of the client.

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Diagrama Crucial, Lda - PT 516 483 072



SPRING EXOTICS

LUXURY CAR EXPERIENCES

Safety

A) In any of the experiences and throughout its duration, the user client undertakes to:

1. To respect and enforce, always and fully, any order, instruction, guidance or recommendation given by the Spring Exotics professional who will accompany the experience.
2. Present himself at the beginning of the experience with his body free of alcohol or other substances that may influence the driving and/or the safety of the experience.
3. Follow the route defined and transmitted by the Spring Exotics professional.
4. Comply with the legal road code (in the case of experiences as a driver) and any other applicable legislation.
5. Carry out defensive and safe driving in the event of experiences as a driver.
6. Ensure the integrity of the vehicle and its occupants.
7. Do not take any action that jeopardizes, in any way, the safety and integrity of the occupants of the vehicle, the vehicle itself, other users of the public road and any property.

B) Spring Exotics reserves the right not to carry out any experience even before it begins, or to end it while it is being carried out, if any of the conditions mentioned in the previous paragraphs is not complied with by the user client in which case there is no refund or compensation in favor of the client.

Responsibilities and risks assumed + insurance

Responsibilities and Risks

1. The user client understands, acknowledges and assumes all responsibilities and risks, of any nature, including legal, criminal and civil arising from the results of their actions, inactions or omissions.

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2. The user client as a driver recognizes and assumes himself fully responsible for complying with the road code and other applicable legislation and will be directly responsible for the results or consequences in case of non-compliance, which includes, of course, the responsibility for infractions, road crimes, respective fines, sanctions and applicable penalties.
3. The user client as a driver understands, recognizes and also assumes the responsibilities and risks involved, for himself and for third parties, derived from driving a high performance vehicle, such as the Lamborghini Huracan Performante, also recognizing that unintentional mechanical and human failures related to the vehicle or its driving may cause accidents or damages to persons or property, for which Spring Exotics assumes no responsibility.
4. The user client as a passenger understands, recognizes and also assumes the risks involved, for himself and for third parties, derived from his experience as a passenger in a high performance vehicle such as the Lamborghini Huracan Performante, also recognizing that unintentional mechanical and human failures related to the vehicle or its driving may cause accidents or damages to persons or property, for which Spring Exotics assumes no responsibility, except the ones caused to third parties who are not part of the experience.
5. The user client declares himself fully capable and in full possession the necessary skills to drive a Lamborghini Huracan Performante, in the case of experiences as a driver.
6. The user client understands, recognizes and accepts the physical effects that he may experience during the experience, resulting, for example, from the impact of G forces on his body, which can cause dizziness, blood pressure changes, accelerated pulse, accelerated breathing, among others, which may be more pronounced in passenger experiences.

Insurance

7. The Lamborghini Huracan Performante vehicle used by Spring Exotics has a car insurance policy that covers:
 - Mandatory civil responsibility up to 7.290.000,00 Euros;
 - Complementary civil responsibility up to 42.710.000,00 Euros;
 - Vehicle own damage with a deductible of € 20.000,00;
 - Compensation to vehicle occupants in case of death or permanent disability, treatment and funeral expenses resulting from a road accident up to a maximum amount of 15,000.00 Euros;



SPRING EXOTICS

LUXURY CAR EXPERIENCES

- Travel assistance;
 - Legal protection.
8. The user client of the experience, regardless of nationality or residence:
- Understands and accepts the coverage provided for in the previous number, and cannot demand from the Insurer any other coverage or amounts in addition to those provided for therein;
 - Understands, acknowledges and accepts that he cannot not demand from Spring Exotics, either in the experiences as a driver or in the experiences as a passenger, the assumption of any responsibilities or the payment of any amount or compensation of any nature resulting from claims, accidents, personal injury or property damages, or of any other nature, including in the event of death or disability.

Cancellations and delays

Cancellations carried out by the client

1. In case of cancellation of the experience requested by the acquiring client and/or the user client the following will apply:
 - Refund of 80% of the total value of the experience in favor of the acquiring customer, if the cancellation is requested at least 72 hours in advance of the date and time of the experience;
 - Refund of 50% of the total value of the experience in favor of the acquiring customer, if the cancellation is requested less than 72 hours in advance of the date and time of the experience;
 - No refund in case of no-show and when the cancellation of the experience has not been requested previously.
2. In any of the cancellation cases mentioned in the previous number, if the acquiring client purchases from Spring Exotics (without requesting its cancellation) one or more experiences within the 90 days following the date scheduled for the experience initially booked:
 - Of equal value to the value of the experience initially booked, the client can deduct half of

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SPRING EXOTICS

LUXURY CAR EXPERIENCES

the amount that has not been refunded under the terms of the previous number;;

- With a value at least equal to twice the value of the experience initially booked, the client can deduct the entire amount that has not been refunded under the terms of the previous number.

3. All cancellations carried out by the client must be informed to Spring Exotics by e-mail to info@springexotics.com.

Cancellations carried out by Spring Exotics

1. Spring Exotics reserves the right to cancel any experience whenever, for any reason, the weather, material, technical and human conditions necessary for the realization of the experience are not met.
2. Cancellations done by Spring Exotics will be communicated by email and, whenever possible, also by telephone.
3. With regard to weather conditions and for safety reasons, Spring Exotics reserves the right to cancel, suspend or postpone any road experience if, at the time of the experience, any of the weather conditions are verified:
 - Falling or presence of snow;
 - Rain;
 - Excessively wet, slippery or dirty roads;
 - Winds capable of jeopardizing the safety of the experience;
 - Fog or other conditions that significantly affect visibility;
 - Other weather conditions that jeopardize the safety of the experience.
4. If Spring Exotics is forced to cancel the experience, the client will have the option to choose:
 - To reschedule the experience to another date/time at the convenience of both parties;

OR

 - A full refund of all amounts paid to Spring Exotics in connection with the canceled experience, with the exception of administrative charges associated with payment methods that may have been incurred, or that might be incurred by Spring Exotics;

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5. Spring Exotics also reserves the right to cancel and not carry out any experience even before it begins, or to end it during its execution, if any of the conditions and requirements set forth in these terms and conditions are not fulfilled by the client, in which case that there will be no right to any refund or rescheduling of the experience.

Delays

1. If the user client arrives more than 15 minutes late at the meeting place compared to the time scheduled for the start of the experience, Spring Exotics cannot guarantee that the experience will take place at that time.
2. If the experience cannot be carried out at that time due to delay attributable to the client, the client is given the opportunity to carry out the experience within the next 72 hours, provided that Spring Exotics is available to do so.
3. If it is not possible to complete the experience within the 72 hours referred to in the previous number, the experience is considered canceled by the client without the right to any refund regarding the value of the experience.
4. The client understands, accepts and acknowledges that there may be delays of up to 45 minutes for the start of the experience by Spring Exotics, due to, for example, traffic or other conditions that may affect the duration of previous experiences or the displacement of the vehicle to the meeting place and, consequently, the start time of the acquired experience.
5. In the event of delays exceeding 45 minutes not attributable to the client, the client may opt for any of the options referred to in number 3 of the Section "*Cancellations carried out by Spring Exotics*" of the Chapter "*Cancellations and delays*".

Last update: 25/06/2022

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