

AGREEMENT FOR USE OF PERSONAL VIDEO RECORDING DEVICES

This Agreement (the "Agreement") is entered into by and between K1 Speed Inc., a company duly incorporated under the laws of California, with its principal place of business at 17221 Von Karman Ave. Irvine, California 92614 (hereinafter referred to as "K1 Speed"), and

_____, an individual racer (hereinafter referred to as the "Racer") participating in the K1 Speed E-World Championship and K1 Speed U.S. Championship (hereinafter collectively referred to as the "Championships").

WHEREAS, the Racer desires to use their own personal video recording devices during the Championships; and

WHEREAS, K1 Speed is willing to grant permission to the Racer to use such personal video recording devices subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Permission to Use Personal Video Recording Devices:** K1 Speed hereby grants the Racer permission to use their own personal video recording devices during the Championships, subject to the terms and conditions of this Agreement.
2. **Sharing of Footage with K1 Speed:** The Racer agrees to share all recorded footage captured using their personal video recording devices with K1 Speed. The Racer shall promptly deliver such footage to K1 Speed within seven (7) days following the conclusion of each Championship event. The Racer must send a link to their footage to media@k1speed.com.
3. **Ownership and License:** The Racer acknowledges and agrees that all rights, title, and interest in the recorded footage shall belong to the Racer. However, by sharing the footage with K1 Speed, the Racer grants K1 Speed a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, display, and modify the footage for any promotional, marketing, or other commercial purposes related to K1 Speed, the K1 Speed E-World Championship, the K1 Speed U.S. Championship, and K1 Circuit.
4. **Embargo on Footage:** The Racer understands and agrees that there shall be an embargo on the shared footage until K1 Speed opens K1 Circuit to the public. The specific date of the circuit's public opening shall be determined solely by K1 Speed, and the Racer shall be notified of such date in writing. Until the embargo is lifted, the Racer shall not publicly disclose or publish the footage, directly or indirectly, through any means, including but not limited to social media, websites, or other platforms.
5. **Confidentiality:** The Racer acknowledges and agrees that the footage shared with K1 Speed may contain confidential information and trade secrets. The Racer shall maintain the

confidentiality of such footage and shall not disclose or use it for any purpose other than as authorized by this Agreement.

6. Responsibility for Damage: The Racer acknowledges and agrees that they shall be solely responsible for any damage caused to K1 Speed or K1 Circuit property as a result of their use of personal video recording devices. The Racer shall exercise reasonable care and take necessary precautions to prevent any damage to the property, equipment, or facilities owned or operated by K1 Speed or located within K1 Circuit. In the event of any damage caused by the Racer's video camera, the Racer shall promptly reimburse K1 Speed for the cost of repairs or replacement, as deemed necessary by K1 Speed.

7. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of California. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Orange County, California.

8. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of June 29, 2024.

Racer

Name (Please Print): _____

Signature: _____

Email: _____

Phone: _____

Date: 06/29/2024

K1 Speed Inc.

By:  _____

Tyler Cordura

Title: Media Manager Date: 06/29/2024