

**SUBJECT TO CONTRACT**

**FIM WORLD ROAD RACING WORLD CHAMPIONSHIP GRAND PRIX**

**2016-2020**

**PROMOTERS CONTRACT**

**COUNTRY: CZECH REPUBLIC**

**CIRCUIT: BRNO**

This agreement made on the 11<sup>th</sup> day of **January, 2016**

BY AND BETWEEN

- 1) **DORNA SPORTS, S.L.** a company incorporated in Spain as of Principe de Vergara, 183 ; 28002 MADRID (hereinafter referred to as "DORNA")

**AND**

- 2) **SPOLEK PRO GP ČR Brno** a company incorporated according to the laws of the Czech Republic whose principal place of business is at Radnická 366/4, 602 00 Brno and whose identification number is 04500750 (hereinafter referred to as "THE PROMOTERS")

**WHEREAS**

- A. Pursuant to various agreements, in particular an agreement made as at 19th December, 1994 between the Fédération Internationale Motocycliste ("FIM"), DORNA and others ("the Principal Agreement"), DORNA has the sole right (inter alia) to negotiate and enter into agreements regulating the promotion of Events of the FIM Road Racing World Championship Grand Prix entered on the official FIM Road Racing World Championship Grand Prix Calendar and counting for the FIM Road Racing World Championship Grand Prix in various classes, it being understood that such agreements will govern exclusively the commercial and financial management of the Events.
- B. THE PROMOTERS, introduced by Automotodrom Brno, a.s. company which has worked actively towards the signature of this Promoters Contract, wish to promote the Event (as hereinafter defined) at an homologated circuit in **Brno** (hereinafter referred to as "the Circuit" and which expression shall include all areas within the boundaries or confines thereof from time to time) and the parties wish to record their agreement in that regard on the terms and conditions hereinafter set out.

**ACCORDINGLY, IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:**

In this Agreement (including recitals and schedules) except where the context otherwise requires:

**"Circuit"** means the circuit known as **Brno Circuit** which expression shall be deemed to include all areas within the boundaries or confines thereof from time to time excluding any area within such boundaries or confines (i) over which the Promoters have no legal possession and (ii) in respect of which the Promoters do not give or receive any monies or other benefit of any kind for the use of such area;

**"Commercial Rights"**

mean all the rights defined and described in Schedule 2 which are held by DORNA including (i) the right to retain all incomes derived from the exercise or exploitation of the Commercial Rights (or from each one of them individually) and (ii) the right to exercise such rights on behalf of its own and sole benefit in accordance with the conditions stated in Schedule 2 which, at all effects, form part of this Agreement;

**"Competitors"** means those Teams (all its personnel included) and riders who are validly entered for and accepted to take part in the Event;

**"Event"** means each and any Road Racing event scheduled to be held at the Circuit in any year during the Term, entered in the official FIM Road Racing World Championship Calendar for that year and which counts for the FIM Road Racing World Championship such event to include scrutineering, practice, qualifying (if any), Race and podium ceremony in any or all of the following classes or those which could substitute them, namely: Moto3™, Moto2™

(currently being 600cc) and MotoGP™ class as defined in the Series Regulations (it being acknowledged that variations will occur to the Series Regulations from time to time pursuant to (and only pursuant to) the Principal Agreement with regard to the precise classification for each of the MotoGP™ class, Moto2™ class and Moto3™ class) together with such other (and only such other) races, events and on-track activities (if any) as DORNA may expressly approve or require from time to time;

**"FIM Road Racing World Championship"**

means a professional FIM Road Racing World Championship Grand Prix organised and promoted in accordance with the DORNA's Promoters Manual (which may be supplemented or amended by Dorna from time to time but never later than March 30<sup>th</sup> of each relevant season) and with the Sporting Regulations (which include: Technical Regulations, Medical Code, Disciplinary and Arbitration Proceedings and Circuit safety standards) referred to therein as supplemented or amended from time to time (hereinafter collectively referred to as the "Series Regulations");

**"Grand Prix"** means any and all of the Events pertaining to the FIM Road Racing World Championship;

**"Media Rights"** means with respect to the FIM Road Racing World Championship Grand Prix and specifically to the Event and all aspects thereof, the organization, management, production, recording, edit, broadcast, transmission or any form of commercial exploitation (for film, television, video, radio, internet and/or any other intangible or tangible support, means and/or electronic media of any nature now known or thereafter invented)

of all forms of sound, all forms of visual images, including without limitation moving picture images, and/or distinctive sensitive representation irrespective of how such sounds and/or images are or may be generated, created, recorded, preserved, reproduced, copied, created, received, distributed, made available, transmitted, broadcast, received or otherwise dealt with by any known or future means, modes or media. For the avoidance of doubt, the term "moving pictures" in this Agreement (and in particular in this definition) shall be deemed to include any and all moving picture images of any kind whatsoever, with or without sound, (together with any and all still pictures derived or capable of being derived therefrom) whether now or hereafter made or known, of any length or lengths, and impressed on or contained in any kind of material or any signal or electronic means capable of being originated, generated, stored, recorded, preserved, reproduced, received, transmitted, exhibited, put at disposal, broadcast or any other kind of transmission by any support, technology, media and/or means whatsoever now or hereafter known by any present or future means.

All rights in and to the Media Rights are held by DORNA including (i) the right to retain all incomes derived from the exercise or exploitation of the Media Rights (or from each one of them individually) and (ii) the right to exercise such rights on behalf of its own and sole benefit at its sole discretion;

**"Passes"**

means any tickets, passes or credentials **(excluding general admission or grandstand tickets freely available for sale to the general public and which grant a right of entry into the Circuit for the Event)** which grant a right of entry (whether vehicular or pedestrian) into the Circuit and/or into any particular area(s) within the Circuit for or in connection with the Event

(or any part thereof) (whether or not such tickets, passes or credentials also grant a right of entry to any other round of the FIM Road Racing World Championship) and **"Pass"** means any single such ticket, pass or credential **(excluding any general admission or grandstand ticket freely available for sale to the general public and which grants a right of entry into the Circuit for the Event);**

**"Race"**

means each and any race held during the Event in the MotoGP™ class, Moto2™ class and Moto3™ class and approved events/on-track activities;

**"Road Racing"**

means motorcycle racing on permanent homologated race tracks in the context of a world championship in any class whatsoever including without limitation in the MotoGP™ class, Moto2™ class and Moto3™ class (or in any class or classes purporting to be MotoGP™ class, Moto2™ class and/or Moto3™ class) but excluding motorcycle racing in superbike and endurance categories as such categories are known and exist as at the date of execution of this Agreement;

**"the Term"**

means the period commencing on the date upon which this Agreement comes into force pursuant to clause 48 and ending on the 31st day of December 2020.

1. THE PROMOTERS will promote the Event and DORNA will arrange for no less than thirteen motorcycles with 13 riders of an acceptable standard in the MotoGP™ class, Moto2™ class and/or Moto3™ class respectively to take part in the Event on the date set out in the official FIM Road Racing World Championship Calendar in the years **2016, 2017, 2018, 2019 and 2020,**

in accordance with the DORNA's Promoters Manual and the Series Regulations. Regulations which THE PROMOTERS, expressly recognize, have received, examined and understood.

2. In consideration of the foregoing THE PROMOTERS warrant as follows:

- (A) that they have the sole and exclusive right subject only to any conditions that have already been notified in writing to DORNA to promote the Event in each year during the Term;
- (B) that they are in sole and exclusive possession of all the required rights, permits, licences and consents relating to the Circuit upon which the Event is to be held;
- (C) that they have applied for and obtained (or as the case may be will apply for and obtain) all licences permits and consents (including if such be the case Governmental consents) which are necessary for the Event to take place and that all such licences, permits and consents are or will be unconditional or subject only to such conditions as have already been notified in writing to DORNA and that they are or will not be subject to revocation;
- (D) that they will be liable to pay for the Calendar Fee when requested by its National Federation;
- (E) that THE PROMOTERS shall be responsible for contracting all needed personnel to comply with its obligations under this Agreement. THE PROMOTERS hereby undertake and warrant that all the staff working and personnel hired and under THE PROMOTERS' instructions for the purpose of this Agreement will be legally employed according to the applicable labour legislation and covered by all necessary social insurance required in the territory where the Event is held.

THE PROMOTERS shall be responsible for and bear all costs involved in the contracting of all its employees or personnel hired for the purpose of this Agreement, such as salaries, professional licenses, taxes, insurance that cover any possible damage, illness and/or injury, or any other cost arising from the hiring of personnel according to the local legislation.

THE PROMOTERS hereby undertake and agree to indemnify and keep indemnified and harmless DORNA, the FIM and/or any other entity involved in the organization and development of the Event, including its employees, representatives and directors, against all liability, proceeding, action, demand, claim howsoever arising from the contracting or hiring of THE PROMOTERS' employees or personnel required for the purpose of this Agreement and/or for any breach or default of PROMOTERS' obligations, either labour obligations or any other obligations whatsoever, in relation or towards to its employees or contracted personnel;

- (F) that the Event shall be deemed to commence at the scheduled time for scrutineering and sporting checks and shall end at the later of the time for the lodging of a protest under the terms of the Series Regulations and the time when a technical or sporting verification has been carried out under the Series Regulations after the last Race; and
- (G) that proper applications for the promotion and organisation of the Event shall be duly made (or have already been duly made as the case may be) for all and each of the years during the Term, in accordance with the Principal Agreement, the DORNA's Promoters Manual and the Series Regulations and any other rules and regulations governing the FIM Road Racing World



Championship in force from time to time (if any other) and further that the Event being a qualifying event for the FIM Road Racing World Championship will be run strictly in conformity with the Series Regulations in all respects.

3. The track and layout of the Circuit and all equipment and facilities thereof and all safety measures, equipment and facilities employed for the Event shall comply in all respects with the Series Regulations.
4. THE PROMOTERS shall respect honour and strictly abide by all circuit safety standards contained in or otherwise applicable to the Series Regulations. Without limiting the generality of Clause 3 or the foregoing provisions of this Clause 4 and SAVE ONLY TO THE EXTENT otherwise expressly agreed between THE PROMOTERS and DORNA from time to time during the Term (if at all) THE PROMOTERS shall use its best endeavours to procure that any capital and/or recurrent works (including the obtaining and maintaining of any and all necessary consents, licences, rights, approvals, authorisations, permits and/or exemptions therefor) necessary to ensure compliance with the provisions of clause 3 and this clause 4 are carried out to the Circuit (including without limitation modifications to design, layout, surfacing and/or resurfacing of the track) and in accordance with any safety related resolutions and/or directions which might be issued from time to time and time shall be of the essence as regards THE PROMOTERS performance of its obligations herein.
5. THE PROMOTERS shall be responsible for the competence of any and all persons designated to fulfil positions of responsibility in the Event and must ensure they have received the appropriate training.
6. THE PROMOTERS will schedule and allocate all practice, warm up, qualifying and Race times strictly in accordance with the Series Regulations.

7. THE PROMOTERS will take whatever action is required to ensure that the Race starts and finishes punctually and that the podium ceremony for the Race is conducted strictly in accordance with the Series Regulations and time shall be of the essence in this regard.
8. THE PROMOTERS shall ensure that if one of the Competitor's motorcycles is abandoned by the rider on or adjacent to the track during the Event the Promoters will take whatever action is necessary to protect it from damage and will ensure that all spectators are kept at a safe and proper distance from it and that they are not in a position to interfere with it in any way.
9. THE PROMOTERS shall not employ members of the police or armed services in the role of pit marshals.
10. THE PROMOTERS shall ensure that any person who is not in possession of a valid and appropriate Pass does not have access to the Competitor's motorcycles and their equipment and Team support vehicles in any of the places where the Competitors' mechanics may be called upon to work on them and without prejudice to the generality of the foregoing ensure that there is at no time an obstruction to the free passage of the motorcycles and Team personnel in the pit or paddock area.
11. THE PROMOTERS shall take whatever action is necessary to ensure that the Circuit is open, to receive the Competitors and their equipment, in exclusivity, at all times as and from the Monday immediately prior to the Event and that the Circuit and in particular the track, pit, paddock, garage and VIP Village area is kept fully and properly secure and safeguarded at all times from midnight on such Monday until midnight on the Monday immediately following the Event and that within the aforementioned term sanitary assistance service shall be available at the Circuit. If and when called upon to do so by DORNA, THE PROMOTERS shall make such arrangements as may be necessary to allow the Competitors to remain at the

Circuit until the Tuesday immediately following the Event and that if so called upon to do so by DORNA to further maintain full and proper security of the Circuit from midnight on the Monday until midnight on the Tuesday immediately following the Event. It is acknowledged that if the final day of any Event is on any day other than Sunday the days referred to in this clause (or elsewhere in this Agreement) shall be adjusted accordingly.

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13. It will however be the responsibility of the Competitors to ensure that they are in possession of the proper customs documents.

14. THE PROMOTERS will in so far as the same is practicable provide an entrance for the Competitors and for all officials separate from the public entrance to the Circuit.

15. THE PROMOTERS acknowledge and accept that the sole right to determine:
- (i) the design and layout of the pit, paddock, garage area of the Circuit and Race Control and Media/Press Centre for each Event to the extent necessary for DORNA to (a) allocate space therein amongst Event Officials, each of the Competitors, Teams and their equipment and vehicles and the International and/or National Press and (b) control access to any such areas and
  - (ii) the supply and allocation of any and all Passes (including without limitation all Passes granting any right of access (whether vehicular or pedestrian) into the pit, paddock, garage area, track, Race Control areas, the areas allocated to the International and/or National Press and/or VIP Village area

shall vest in and remain with DORNA (and/or such persons or organisations (if any) as DORNA may from time to time nominate for such purpose and

advise THE PROMOTERS accordingly) and THE PROMOTERS agrees to abide by any reasonable directions of DORNA or its nominee as aforesaid in relation thereto.

16. THE PROMOTERS shall at all times uphold (and ensure the upholding of) the validity of all Passes and without limitation take whatever steps are necessary to ensure that all police and circuit officials are familiar with the Passes and uphold their validity.
17. THE PROMOTERS shall ensure that the paddock area, as determined by DORNA, is allocated to and made available free of charge for the Competitors, their motorhomes, support vehicles, service vehicles and catering arrangements approved by DORNA from the time of the Competitors arrival until midnight on the Tuesday immediately following the Event.
18. THE PROMOTERS shall make available a grandstand area in which holders of passes may view the races. The minimum capacity of the viewing area must be sufficient for no less than 1000 persons.
19. THE PROMOTERS shall not attempt to restrict in any way the advertising normally displayed on or by the Competitors' motorcycles, riders, Team personnel, transporters or Team support vehicles unless such restriction is required pursuant to any applicable laws in force (if any) and the details of such laws have been notified in writing to DORNA prior to the execution hereof.
20. THE PROMOTERS shall not require the Competitors' motorcycles, riders, Team personnel, transporters or Team support vehicles to carry any advertising or promotional material additional to that normally displayed.

21. Save as and to the extent required otherwise by law and subject to clause 46 herein, THE PROMOTERS will not cause or permit the display of any advertising (other than the advertising normally displayed on the Competitors' motorcycles, riders, Team personnel, transporters or Team support vehicles) within the Circuit or within view from the Circuit (to the extent that THE PROMOTERS are able by whatever lawful means available to them to control advertising which is outside the Circuit but within view from the Circuit) which (a) have not been approved by DORNA or (b) which might (in the reasonable opinion of DORNA which shall be final and binding upon the parties) cause the annulment of the broadcast of television pictures of the Event (or part thereof) unless and except where the express written approval of DORNA has first been obtained which approval may be given or withheld in the absolute discretion of DORNA).
22. Save as required otherwise by law or as otherwise mutually agreed in writing between and THE PROMOTERS from time to time if at all, THE PROMOTERS shall adopt and use (to the exclusion of all other names, titles, expression(s) and logo(s) any and all official name(s), title(s), expression(s) and logo(s) pertaining to the FIM Road Racing World Championship and the event respectively as determined by DORNA in and on any and all publicity and promotional material produced or reproduced by THE PROMOTERS or by their employees, agents or contractors in relation to the FIM Road Racing World Championship and/or the Event.
23. THE PROMOTERS shall strictly abide by any and all rules and guidelines issued by DORNA (design manual) from time to time concerning the layout, design and use of any and all name(s), title(s), expression(s) and logo(s) pertaining to the FIM Road Racing World Championship and/or the Event.
24. THE PROMOTERS shall procure that the Media/Press Centre at the Event shall carry only the official name(s) title(s) expression(s) and logo(s) of the FIM Road Racing World Championship and the Event to the exclusion of all

other name(s) title(s) expression(s) and logo(s) save and except that in respect of any and all material produced which contains or displays timekeeping data, information and/or results, such material shall in addition to the official name(s) title(s) expression(s) and logo(s) of the FIM Road Racing World Championship also carry the name(s) and logo(s) of the official timekeeping and data processing companies.

25. THE PROMOTERS shall in respect of all timekeeping and electronic data processing for the Event use (and/or permit to be used) only the official timekeeping companies appointed for this purpose by DORNA (or appointed by such nominee as DORNA may select for such purpose from time to time) and THE PROMOTERS will afford such timekeeping companies all assistance prior to and throughout the Event and abide by any reasonable directions of DORNA as regards the provision of services, facilities and infrastructure for their use and without limiting the foregoing THE PROMOTERS shall make available as a minimum the services and facilities set out in Schedule 1 hereto.
26. THE PROMOTERS shall procure that all procedures and criteria issued by DORNA from time to time with respect to timekeeping and electronic data processing for the FIM Road Racing World Championship and for the Event are adhered to in all respects.
27. THE PROMOTERS shall procure that any and all persons and organisations selling or offering for sale at the Circuit and its surrounding areas during the Event any goods or services shall produce to DORNA, upon demand, written evidence in a form satisfactory to DORNA in its absolute discretion that all goods or services that are sold or offered for sale under or with a trade mark, brand name or brand logo or other commercial name or logo other than those belonging to the person or organisation offering such goods or services for sale, are being sold with the express authority of the person(s) or company(ies) that have full rights (in so far as can be reasonably

ascertained) to such trade mark, brand name, brand logo, commercial name or logo referred to. In the event that DORNA shall not be so satisfied by the evidence produced or in the event that the person or company concerned fails for any reason to produce such evidence in compliance with this clause, THE PROMOTERS will procure that the relevant goods or services be withdrawn from sale immediately and removed from the Circuit forthwith and without limiting the foregoing, THE PROMOTERS will procure that it shall be a condition of any agreement pursuant to which a person or company has the right to sell or offer for sale goods or services at the Circuit during the Event that they understand and accept the provisions set out in this clause.

28. (A) THE PROMOTERS shall arrange (at no cost to DORNA or the Competitors) for the provision of third party liability insurance insuring the international sporting Federation of the FIM World Motorcycle Championship ("the Federation"), DORNA, the International Road Racing Teams Association ("IRTA"), (or any other association or entity which may substitute the latter), the Competitors, all directors (or other officers) employees, agents, contractors riders and guests of DORNA and the Competitors against all risks (including but not limited to death of or injury to any person) for the whole period of the Event in an amount of not less than 6,000,000 U.S. dollars per occurrence (including but not limited to death of or injury to any person) and valid from Monday 9:00am on Monday of the Event week until 24:00 hours on Monday after the Event. The insurers must be a company approved by DORNA and the terms and conditions of any policy or policies issued or proposed to be issued pursuant to this clause shall first be approved by DORNA whose approval shall not be unreasonably withheld. A copy of the relevant policy or policies shall be supplied to DORNA by THE PROMOTERS at least 60 days before the start of the Event.

- (B) THE PROMOTERS will not make any claim whatsoever against the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), the Competitors (or any of them) or any director (or other officer) employee driver agent or guest of the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), the Competitors (or any of them) in respect of death of or injury to any person or loss or damage to any person suffered as a result of the riding or using of a motorcycle whether the same be caused or contributed to by the negligence of any person or by any breach of contract or by any other act or omission on the part of the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), The Competitors (or any of them) or any of their directors (or other officers) employees agents riders or guests.
- (C) THE PROMOTERS further agree to indemnify the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), the Competitors and their directors (and other officers) employees agents riders and guests against any action brought against them or any of them by any third party or the personal representatives of such third party or any relation or dependant of such third party as a result of the death to such third party or any injury loss or damage suffered by such third party as a result of the riding or using of a motorcycle belonging to the Competitors or any of them.
- (D) It is hereby mutually agreed that failure of THE PROMOTERS to comply with the terms of Clause 28 (A) hereof shall entitle DORNA to determine this Agreement forthwith without prejudice to their rights to seek damages against THE PROMOTERS for any loss DORNA and the Competitors (or any of them) may have sustained as the result of such determination of this Agreement.



- (E) THE PROMOTERS accept that in so far as this Clause 28 is concerned DORNA contract for and on behalf of the Competitors (each for their own part) and their directors (and other officers) employees, agents, riders and guests and that this Clause 28 shall inure for their benefit.
29. (A) At the signature of this Agreement, THE PROMOTERS hereby undertake to pay (net of all taxes) to DORNA a first payment of 50,000,000 CZK (fifty million Czech Korunas) (The initial payment) (net of all taxes).
- (B) Additionally, every year of the Term, THE PROMOTERS hereby undertake to pay (net of all taxes) to DORNA the following amounts in Euros:
- (i) For the year 2016 the sum of 3,600,000 € (three million six hundred thousand Euros) ("The Event Fee") (net of all taxes);
  - (ii) For the year 2017 the sum of 3,850,000 € (three million eight hundred and fifty thousand Euros) ("The Event Fee") (net of all taxes);
  - (iii) For the year 2018 the sum of 4,100,000 € (four million one hundred thousand Euros) ("The Event Fee") (net of all taxes);
  - (iv) For the year 2019 the sum of 4,350,000 € (four million three hundred and fifty thousand Euros) ("The Event Fee") (net of all taxes);
  - (v) For the year 2020 the sum of 4,600,000 € (four million six hundred thousand Euros) ("The Event Fee") (net of all taxes).
  - (vi) It is agreed that any and all Ancillary Rights as defined in Schedule 2 herein together with the right to retain any and all income and revenue derived or capable of being derived from the exploitation of the Ancillary Rights (or any of them or any part

thereof) shall vest with and belong to DORNA for its own use and benefit absolutely for exercise in accordance with and subject to the provisions of Schedule 2 which such provisions shall form part of this Agreement.

- (C) Payment of the Initial Payment pursuant to clause 29 (A) shall be made by THE PROMOTERS to DORNA within thirty days after the signature of the Promoters Contract.

Payment of the Event Fee pursuant to clause 29 (B) shall be made by THE PROMOTERS to DORNA in the following instalments each year and time shall be of the essence:

- (i) Fifty per cent (50%) sixty 60 days before the Event; and
- (ii) Fifty per cent (50%) on the first working day after the Event

into such bank account as DORNA shall advise THE PROMOTERS from time to time.

- (D) Nothing in this Agreement shall convey to THE PROMOTERS any right to produce, market and/or sell (or authorise the production, marketing or sale at, during or in connection with the Event) or to carry on or authorize promotions, promote the delivery of services or products free of charge, etc. (whether at or near the Circuit or otherwise) of any goods or products which incorporate, display or depict (or purport to do so) the name, logo or image of any Competitor, Team's motorcycle(s), rider(s) or participant(s) in the FIM Road Racing World Championship or the Event, the relevant Grand Prix, and the FIM Road Racing World Championship, and without limiting the foregoing, THE PROMOTERS warrant to DORNA not at any time during the Term to produce market and/or sell (or authorise the production, marketing or sale at, during or in connection with the Event) (whether at or near the Circuit or

otherwise) of any goods or products which incorporate, display or depict (or purport to do so) the name, logo or image of any Competitor, Team's motorcycle(s) rider(s) or participant in the FIM Road Racing World Championship or the Event, the relevant Grand Prix, and the FIM Road Racing World Championship, without first having obtained the express prior written consent of the relevant Competitor, Team, rider or right holder, who shall have an absolute discretion whether to grant or refuse consent.

- (E) THE PROMOTERS grant to DORNA on a non exclusive basis the right to reproduce, whatever the procedure or the device in which such reproduction takes place, (i) its official name and/or (ii) the layout of the track, to be used always together with the official denomination of the Event and/or the MotoGP™ logo.
30. THE PROMOTERS expressly acknowledge and accept that any and all rights in respect to the Media Rights in connection with the Event, including without limitation its organization, management, production, recording, edit, broadcast, transmission or any form of commercial exploitation, shall remain DORNA's sole and exclusive right/property.

THE PROMOTERS shall if and when called upon by DORNA to do so make it a condition of admission to the Circuit that all persons attending the Event for any purpose acknowledge and accept that exclusive right to control the origination and/or recording of all moving pictures (as hereinbefore defined) in, of and pertaining to the FIM Road Racing World Championship and the Event vests with DORNA and that no moving pictures of the FIM Road Racing World Championship or the Event shall be used by any person or organisation for or in connection with any public exhibition, broadcast, transmission or display or for any purpose except the private enjoyment of the person originating same without the prior written permission of DORNA

first being obtained who shall have an absolute discretion whether to grant or refuse permission.

31. Except with the written permission of DORNA whose permission may be given or withheld in the absolute discretion of DORNA, THE PROMOTERS will not permit the making, recording, storing or transmitting (either directly or indirectly) of any form of sound, broadcast, television or of any moving pictures whatsoever of or pertaining to the Event (or any part thereof) or of the Competitors (or any of them) or of any motorcycles or riders at the Circuit or any part of it or within or near its surroundings over which THE PROMOTERS have control nor allow any sound recording to take place in any of the said places, PROVIDING ALWAYS that nothing in this clause 31 shall prevent any person attending the Event from originating amateur video recordings of the Event solely for his/her private enjoyment at the areas specifically designated for that purpose.
32. DORNA shall be entitled to give permission to such persons as they see fit to access the Circuit and use its facilities in order to make sound or electronic media or television or recordings or transmissions or to make or record films or moving pictures whatsoever of or pertaining to the FIM Road Racing World Championship or the Event (or any aspect thereof) and THE PROMOTERS shall accord such persons all such assistance and facilities that they or DORNA may reasonably require for such purposes including (if and when called upon by DORNA to do so) the supply and installation at no cost to DORNA of no less than 34 television and radio commentary booths overlooking the start/finish line (or as near as practicable thereto) each fully equipped for two persons with headsets, microphones, TV monitors, timekeeping monitors and all necessary feeds and wiring. THE PROMOTERS shall allocate the use of such commentary booths to (and only to) those persons and organisations expressly approved by DORNA in writing and on such terms as advised by DORNA.

33. If called upon to do so by DORNA, THE PROMOTERS shall arrange for the Circuit to be made available to the Competitors (at no cost to the Competitors or DORNA) for a two day testing session on such dates as DORNA shall nominate and advise THE PROMOTERS in advance.
34. (A) If in any of the years of this Agreement the Event is not included in the FIM Road Racing World Championship Calendar whatever is the reason for this exclusion, or is prevented from taking place or the Competitors are prevented from attending the Event by Force Majeure (as hereinafter defined) and the event determined to be Force Majeure occurred prior to the time scheduled for the start of scrutineering and sporting checks of the Event, this Agreement shall be deemed null and void and neither party shall be under any liability to the other in respect of the Event in that year but without prejudice to the continuing liability of both parties in respect of any other year to which this Agreement applies subject always to the provisions of this clause.
- (B) "Force Majeure" shall mean any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the parties including but without prejudice to the generality of the foregoing strikes, lock-outs or other labour disputes, civil strife, aircraft failure, flood or fire damages, transportation delay or breakdown and acts of God.
- (C) "Force Majeure" shall also mean (i) any event or circumstance which in the reasonable opinion of DORNA puts a risk or endangers in any way the safety or security of the Competitors or any of them and/or their motorcycles, spares or equipment including without limitation any public violence disorder or demonstration or any threat of violence to any of the aforementioned persons or any state of emergency (declared or threatened) and/or (ii) the imposition of sanctions by any country against the country in which the Event is held or scheduled to

be held which in the opinion of DORNA adversely affects the staging of the Event and/or (iii) any laws or regulations of the country in which the Event is held or scheduled to be held or any political sub-division thereof or any authority therein or the interpretation or administration of any such laws or regulations which in the opinion of DORNA restricts or otherwise adversely affects the ability of THE PROMOTERS to perform their obligations to DORNA under clause 29 herein.

35. Upon the occurrence of any of the following events:

- 35.1.1 failure by THE PROMOTERS to pay either on the Due Date and/or on any other relevant payment date provided for in this Agreement the Event Fee and/or any other sum payable under the terms of this Agreement;
- 35.1.2 without prejudice to the foregoing failure by THE PROMOTERS to comply with any of their obligations, covenants or undertakings contained in this Agreement where such failure is not capable of being remedied to the reasonable satisfaction of DORNA, or if so capable of being remedied, is not so remedied within such period as DORNA may specify;
- 35.1.3 any consent, licence, authorisation, approval or exemption required to make this Agreement legal, valid, binding, enforceable and admissible in evidence or required to enable THE PROMOTERS to perform their obligations under this Agreement is withdrawn or ceases to be in full force and effect and such withdrawal or cessation is not capable of being remedied or is capable of being remedied but is not so remedied within 7 days of its occurrence; or
- 35.1.4 any representation, warranty or statement made by THE PROMOTERS in this Agreement or in any document furnished

under or in connection herewith is incorrect in any material respect as at the date on which it is made and as a consequence THE PROMOTERS ability to perform their obligations hereunder is adversely affected;

then and at any time thereafter DORNA may, in its sole discretion, by notice in writing to THE PROMOTERS declare that an event of default hereunder ("Event of Default") has occurred whereupon then and at any time thereafter DORNA shall have the right at its election to either:

- (i) treat that failure as a Force Majeure event and if it so elects then clause 34 (A) of this Agreement shall apply; or
- (ii) terminate its obligations under this Agreement and/or cancel this Agreement whereupon the outstanding balance of the Event Fee for the year in question together with all interest, fees and other amounts payable hereunder shall become immediately due without further demand or other notice of any kind and further THE PROMOTERS shall forthwith surrender up to DORNA at no cost to produce a statutory certificate of destruction of any tape or recording by whatsoever of or pertaining to the FIM Road Racing World Championship which THE PROMOTERS have in their possession, power, custody or control wherever located and this obligation shall continue in force notwithstanding termination of this Agreement.

In clause 35 and in clause 55, "Due Date" means each date on which the Event Fee or any part thereof or any other sum payable under the terms of this Agreement falls due.

35.2 THE PROMOTERS shall indemnify DORNA against any direct or indirect loss or expense which DORNA may sustain or incur as

a consequence of the occurrence of any Event of Default (as defined in clause 35.1) including but not limited to damages, interest, costs (including legal fees) and expenses. The statement of DORNA of the amount of such loss or expense shall be in the absence of manifest error conclusive as to such amount.

- 35.3 Without prejudice to clauses 35.1 and 35.2, if there is a material change in the ownership or control of THE PROMOTERS or if THE PROMOTERS merge all or a substantial part of any of their operations with a third party, DORNA shall have the right (exercisable in its sole discretion) at any time thereafter to terminate this Agreement upon the giving of written notice to THE PROMOTERS whereupon this Agreement shall terminate one month following the date of such notice (or within such longer period if any as DORNA may specify).
36. Subject to any laws applicable in the Czech Republic THE PROMOTERS warrant to DORNA to ensure that no international road racing event or race other than the Event will take place on the Circuit whether promoted by THE PROMOTERS or otherwise for one month prior to the Event, and one month after the Event without the prior written consent of DORNA whose consent shall not be unreasonably withheld PROVIDED ALWAYS THAT nothing in this Clause 36 or elsewhere in this Agreement shall affect, restrict or limit any national or local road racing competition(s) nor any national or local motor racing competition(s) taking place on the Circuit at any time when the Event is not being held on the Circuit.
37. THE PROMOTERS will not at any time during the Term assign, licence, sublicense or part with (nor purport to do so) any of the benefits or obligations on their part to be enjoyed or performed herein without the express written permission of DORNA whose permission may be given or withheld in the absolute discretion of DORNA. DORNA shall have the right to assign, licence, sub-licence or part with any of the benefits or obligations on



their part to be enjoyed or performed herein without the consent of THE PROMOTERS being required.

38. THE PROMOTERS acknowledge that DORNA relies on the representations, undertakings and warranties made or given herein by THE PROMOTERS and that DORNA is induced by each representation, undertaking and warranty to enter into this Agreement and further that any rights of DORNA in respect of any breach of representations, undertakings, warranties made or given herein by THE PROMOTERS shall not be affected by any investigation by DORNA into (or any failure of DORNA to investigate) the affairs of THE PROMOTERS at any time.
39. THE PROMOTERS shall forthwith disclose in writing to DORNA any matter or thing which may arise or become known to THE PROMOTERS which is or appears to be inconsistent with any of the representations, undertakings or warranties made or given herein by THE PROMOTERS or which might render any of such representations undertakings or warranties invalid or misleading or which is otherwise likely to be material to the exercise of any rights or the performance of any obligations herein contained.
40. THE PROMOTERS warrant to DORNA that THE PROMOTERS will indemnify and keep indemnified DORNA in respect of and to the extent of any costs, claims, demands, loss, damages or expense (including legal fees) incurred suffered or sustained directly or indirectly by DORNA by reason of any matter or thing done or incurred by THE PROMOTERS or omitted to be done by THE PROMOTERS prior to or during the Term being at that time found to be other than as warranted undertaken or represented by THE PROMOTERS in this Agreement.
41. Within 3 months after the Event, in any year during the Term, DORNA shall have the right to terminate this Agreement forthwith upon the giving of notice to THE PROMOTERS if in the opinion of the FIM or DORNA the Event

preceding such notice was not run to the standard or in a manner conducive to that expected for the FIM Road Racing World Championship.

42. No delay or omission or failure to exercise any right or remedy provided for herein shall be deemed to be a waiver or relinquishment thereof but every such right or remedy may be exercised when deemed expedient by the party exercising such right or remedy and each party may continue to demand strict and complete performance by the other party of the entire Agreement.
43. This Agreement contains the whole agreement between the parties relating to the subject matter hereof and shall only be capable of variation or amendment by an agreement or memorandum in writing signed by or on behalf of the parties and annexed hereto.
- 44.1 The provisions of the Agreement shall be governed by and construed in accordance with the laws of Switzerland.
- 44.2 Any dispute between the parties hereto that cannot be settled by mutual agreement and that relates to the interpretation, carrying out of obligations, breach, termination or enforcement of this Agreement or in any way arises out of or is connected with this Agreement, shall be settled exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be in Geneva, Switzerland.
- 44.3 The Arbitral Tribunal shall apply Swiss substantive law and consist of three arbitrators appointed pursuant to the Swiss Rules of International Arbitration.
- 44.4 All proceedings of the arbitration, including arguments and briefs, shall be conducted in English language.

45. THE PROMOTERS shall at the election of DORNA negotiate exclusively with DORNA in good faith for a period of sixty (60) days (the "Negotiation Period") commencing on a date selected by DORNA (but not later than the date of the penultimate Event of the Term) with respect to the continuance of this Agreement for one or more years following the end of the Term ("the Renewal Period"). If at the end of the Negotiation Period, THE PROMOTERS and DORNA have not reached agreement, THE PROMOTERS shall not enter into any agreement pertaining to Road Racing with any third party/third parties without first giving DORNA the right to match any offer/offers made or received in respect of same. The foregoing is specifically subject to the following: (a) THE PROMOTERS shall not negotiate with any third party prior to the commencement of or during the Negotiation Period; (b) THE PROMOTERS shall not contract or offer to contract with any third party/third parties with respect to any of the subject matter contained in this Agreement in such a manner as to preclude itself from complying with this clause 45.
46. DORNA shall have the right exercisable solely at its election to automatically terminate this Agreement by notice in writing to THE PROMOTERS if at any time during the Term the Principal Agreement is for any reason no longer in force whereupon neither party shall be under any liability or obligation to the other in respect of this Agreement as a result of such termination.
47. All notices in connection with this Agreement from DORNA to THE PROMOTERS shall be deemed sufficiently served if sent by pre-paid post, pdf document by e-mail or facsimile to:
- Address: Radnická 366/4  
602 00 Brno  
Czech Republic
- Telephone: +420542427109
- Facsimile: \_\_\_\_\_
- e-mail: info@spolekprogp.cz

All notices in connection with this Agreement from THE PROMOTERS to DORNA shall be deemed sufficiently served if sent by pre-paid post, telex or facsimile to:

Address:

Príncipe de Vergara, 183  
28002 MADRID - SPAIN  
Telephone: +34917820220  
Facsimile: +34915615861  
e-mail: carmeloezpeleta@dorna.com

PROVIDED ALWAYS HOWEVER that notices and other communications between THE PROMOTERS and DORNA concerning day-to-day operations and administration of this Agreement may be given to such representatives of either party at such address(es) and/or facsimile number(s) as either party may notify the other party in writing from time to time.

48. This Agreement shall not be binding upon the parties hereto unless and until the Agreement has been fully executed whereupon this Agreement shall be binding on the parties hereto.
49. The parties hereto agree that all the provisions of this Agreement are reasonable.
50. The parties hereto agree to keep the commercial aspects of this Agreement entirely confidential and neither party shall disclose any such commercial aspects to a third party without the prior written consent of the other party

save as required by law or as necessary (if at all) for the proper exercise of any rights or the performance of any obligations hereunder.

51. The obligations of DORNA are subject to the condition that THE PROMOTERS shall have provided evidence satisfactory to DORNA that all necessary approvals authorisations permissions exemptions licences or other consents required in connection with the payment by THE PROMOTERS to DORNA of any sums payable pursuant to clause 29 of this Agreement have been unconditionally obtained.
52. THE PROMOTERS and DORNA shall announce the existence of this Agreement only upon such date and at such time and place and in such manner and format as THE PROMOTERS and DORNA shall first mutually agree and without prejudice to the foregoing THE PROMOTERS shall not prior to such announcement announce, publish or disclose to a third party the existence nor any of the contents of this Agreement without first having obtained the prior written consent of DORNA who shall have an absolute discretion whether to grant or refuse consent.
53. This Agreement may be translated into any other language for the sake of convenience if required however in the event of any dispute between the English text and any other text, the English text shall always prevail.
- 54.1 In respect of their payment obligations for each of the years set out in Clause 29 herein, THE PROMOTERS shall obtain at their own cost a duly issued standby letter of credit ("Letter of Credit") (to which if required by DORNA in its absolute discretion, the confirmation of a Bank elected by DORNA shall have been added) in favour of DORNA (or DORNA's designated agent) (a) in the case of payment obligations for 2016 set out in Clause 29 herein within fourteen (14) days following execution of this Agreement and (b) in the case of payment obligations for each year set out in Clause 29 herein other than

2016, within thirty (30) days of the event in the immediate preceding year, in each case as follows:

- (1) the Letter of Credit (and, if applicable, confirmation) shall be for an amount at least equal to the amount payable by THE PROMOTERS for that year as provided in Clause 29 herein; and
- (2) the Letter of Credit (and, if applicable, confirmation) shall be issued or confirmed by such bank or, as the case may be, banks and in such form and of such substance as are satisfactory (in its or their absolute discretion) to DORNA and to any banking or legal adviser(s) appointed by DORNA.

54.2 If at any time following the issue of a Letter of Credit pursuant to and in accordance with Clause 54.1 herein the date of the Event in the year to which that Letter of Credit relates (in respect of the payment obligations for that year under Clause 29 herein) is scheduled or re-scheduled to take place on a date (the "New Date") on or after or less than one month prior to the expiry date of that Letter of Credit, THE PROMOTERS shall within 7 days of being notified of the new Date by DORNA, procure either (1) the amendment of the expiry date of that Letter of Credit to a date which is at least one month after the New Date or (2) the issue of a new letter of Credit (on the same terms (except for the expiry date) as the existing one including, if applicable, its confirmation) having an expiry date which is at least one month after the New Date, in either case to the satisfaction of DORNA.

54.3 If at any time the provisions of this Clause 54.1 or Clause 54.2 herein have not been satisfied for any reason (and whether within or beyond the control of THE PROMOTERS or DORNA, then at any time thereafter DORNA (in addition and without prejudice to any other rights or remedies it may have in law or otherwise) shall have the right at its election (a) to treat that failure as a Force majeure event and if it so elects then Clause 35 shall apply or (b) to

terminate its obligations under this Agreement and/or to cancel this Agreement.

54.4 THE PROMOTERS shall pay to DORNA on demand all costs and expenses (including legal fees and tax thereon) incurred by DORNA in connection with (a) any letter of Credit (including, if applicable, any confirmation thereof) (b) any amendments, waivers or supplements to this Agreement (if required) pursuant to clause 54 (or any part thereof) and (c) review of any applicable banking and/or exchange control laws, rules and regulations, if required.

55. In the event of late payment by THE PROMOTERS of any of the amounts payable under clause 29 herein interest at the rate of 1.5% per month will accrue from the Due Date until payment providing always however that nothing in this clause 54 shall be read or construed or interpreted as any form of waiver by DORNA of THE PROMOTERS obligations to pay the Event Fee in accordance with the provisions of clause 29 herein or of any other obligations of THE PROMOTERS in this Agreement. Such interest shall accrue from day to day and shall be calculated in the basis of a calendar year of 365 days and for the actual number of days elapsed.

AS WITNESS the hands of the parties hereto the day and year first above written.

Signed for and on behalf of THE PROMOTERS:

BY Petr Vokřál, Mayor, representing the City of Brno as a member of the executive committee of the company

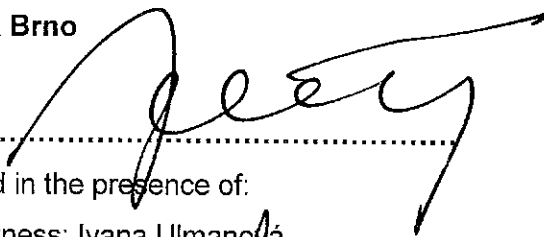
being a person duly authorised to do so with all power to bind **SPOLEK PRO GP ČR Brno**



and

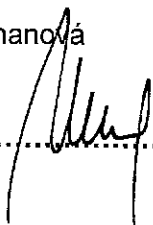
BY Michal Hašek, Governor, representing the South Moravian Region as a member of the executive committee of the company

being a person duly authorised to do so with all power to bind **SPOLEK PRO GP ČR Brno**



and in the presence of:

Witness: Ivana Ulmanová



Signed for and on behalf of DORNA

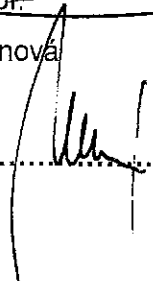
BY Carmelo Ezpeleta, CEO

being a person duly authorised to do so with all power to bind **DORNA SPORTS S.L.**



and in the presence of:

Witness: Ivana Ulmanová





SCHEDULE 1

TIMEKEEPING SERVICES/FACILITIES

All the obligations of THE PROMOTERS in connection with timekeeping services/facilities shall be governed by the DORNA's Promoters Manual in force pursuant to clause 1 of the Agreement.

## SCHEDULE 2

### ADVERTISING, SIGNAGE, TITLE SPONSORSHIP, HOSPITALITY AND CONCESSIONS RIGHTS

For the avoidance of doubt (except where the context otherwise requires) references to "the Event" in this Schedule 2 means the Event held during the Term;

**"Advertising and/or "Signage"** means all bridges hoardings, placards, signs and all advertising structures and devices and any other means of advertising and third party promotion including aerial and other mobile forms of advertising;

**"Title Sponsorship"** means those rights granted to a sponsor of the Event by which such sponsor's name is added to the name of the Event for promotion of the good, services, business or image of the sponsor;

**"Merchandising"** means the inclusion of a logo, image or trademark of a well-known company, organisation, Event Championship, etc., so to give an added value to a given product;

**"Hospitality"** means the provision of corporate hospitality (including the sale of food and beverages forming part of any hospitality package) within the Circuit during the Event (or part thereof);

**"VIP Village Hospitality"** means the provision of corporate hospitality under the DORNA's VIP Village standards which include a number of "exclusive" services (i.e.: pit-lane walk, service roads tours, paddock tours...);

**"Concessions"** means the selling of (or offering for sale or reward) by any person or organisation any goods or services during or in association with the Event (or part thereof) and including without limitation to the foregoing, Programme Rights, Merchandising Rights, Naming Rights related with the Event or with the FIM Road Racing World Championship, Official Product Appointment Rights, Official Supplier Appointment Rights, pouring rights, and Cigarette Sampling Rights;

**"Food, Tobacco and Beverage Supply"** means the selling by any person or organization of food, tobacco and beverage goods and products and the rendering of services in connection with said goods and products but expressly excluding the right to appoint the Food, Tobacco and Beverage Official Supplier or Official Product;

**"Promotions"** means the delivery for free of any sort of products or services, its advertising, the presence of stewardesses showing advertising, the delivery of publications or any similar activity.

1. DORNA shall have the exclusive rights to control, manage and exploit all Advertising, Signage, Title Sponsorship, Hospitality, Merchandising - including without limitation all and any rights related with (i) the name and/or logo of the Event, and with (ii) the name and/or logo of the FIM Road Racing World Championship -, Promotions and Concessions pertaining to the Event (all the above mentioned rights to be referred as "Ancillary Rights") for exercise in such manner as DORNA may in its absolute discretion deem fit from time to time (subject always to any applicable laws) together with the right to derive and retain all income and revenue therefrom for its own use and benefit absolutely.
2. THE PROMOTERS shall not be entitled to control, manage, exploit or exercise the Ancillary Rights (or any of them) itself nor to grant the Ancillary

Rights (or any rights thereunder) to others except for the rights stated in this clause 2 of this Schedule 2:

- a) **Food, Tobacco and Beverage Supply Rights** which shall be managed and exploited by THE PROMOTERS, provided that DORNA shall have the right to appoint, at its sole discretion, from time to time, official exclusive products under any of such categories (food, tobacco and/or beverage) for the Event, various events or the entire FIM Road Racing World Championship, and thereafter THE PROMOTERS shall be liable to respect and honour such DORNA appointment and such official exclusive product shall be the only product sold within the Event under the relevant category.
- b) **Concession Rights:** In regard to the Concession Rights, DORNA maintains the right to name the soft drink, beer, tobacco and ice-cream official brands of the Event, as well as the other commercial and Concession Rights to the Event; Notwithstanding the above, and unless DORNA have contract/s with any Official Supplier/s for more than 3 Events in the relevant season, THE PROMOTERS may sell the right to name the Official softdrink, beer, ice-cream and tobacco products of the Grand Prix and retain 50% of the incomes derived from this sale, provided that DORNA previously approves the companies to which these rights will be offered and that the contract with the acquirer of such rights is signed directly with DORNA.
- c) **Institutional Czech Republic advertising at the boxes and at the behind the podium structures:** THE PROMOTERS shall have the right to have institutional Czech Republic advertising at the existing advertising structures in the boxes and at the existing structures behind the podium.

- d) **Non TV position institutional Czech Republic advertising:**  
THE PROMOTERS shall have the right to have non TV position advertising at the areas outside the Circuit that have been previously approved by DORNA for institutional Czech Republic advertising exclusively.
  - e) **Hospitality rights** can be managed and exploited by THE PROMOTERS at the corporate suits or other locations that have been previously agreed by DORNA and provided that DORNA shall keep the right to arrange and sell exclusively the VIP Village Hospitality.
  - f) **Promotional campaign at the Event's public Area for institutional Czech Republic promotion:** THE PROMOTERS shall have the right to carry out promotional activities at the public areas of the Event for institutional promotion of the Czech Republic provided that these activities are organized in coordination with DORNA and have been previously approved by DORNA.
  - g) **Promotional stand at the German Grand Prix:** THE PROMOTERS shall have the right to set up a promotional stand at the German Grand Prix for Institutional Czech Republic promotion or for Czech Republic Grand Prix ticket sales.
3. For the avoidance of doubt DORNA shall be exclusively entitled to enter into agreements with third parties concerning the right to advertise and to secure and display Advertising within and around the Circuit throughout the Event (or part thereof) ("DORNA Signage") and to grant Title Sponsorship to the Event to any person or persons on such terms and conditions as DORNA may deem fit.
4. DORNA shall install and dismantle (or arrange for the installation and dismantling) of all DORNA Signage at each Event at no cost to THE PROMOTERS. Such Signages may be affixed to any, and all, scaffolding, devices and bridges in existence at the Circuit, for which DORNA shall not be due to pay any rental/hire fees throughout the TERM of this Agreement. Any

scaffolding, devices and bridges which are not the property of the Circuit, and cannot be provided free of charge for unlimited usage by DORNA, must be dismantled, at the Promoter's expense, at least two weeks before the Event.

5. THE PROMOTERS shall at least one (1) week prior to the Event at their own expense clear and remove (or arrange to have cleared and removed) all Signage and Advertising of whatever nature in and around the Circuit and further do all things necessary to enable the erection of DORNA signage freely without restriction. THE PROMOTERS shall further do all things necessary to ensure that full access is provided into and around the Circuit for such person or persons as DORNA may appoint or approve from time to time to erect and dismantle DORNA Signage prior to during and/or after the Event.
6. DORNA will arrange for all DORNA Signage to be dismantled within one(1) week following the Event.
7. THE PROMOTERS will provide all assistance and co-operate fully with DORNA in its control, management and exploitation of the Ancillary Rights.
8. THE PROMOTERS shall procure that in relation to the Event, the Title Sponsor's name and logo (as advised by DORNA to THE PROMOTERS) appears on all press releases, tickets, programmes, publicity material and information sheets produced or authorised to be produced in connection with the Event and further THE PROMOTERS shall comply with all reasonable directions notified by DORNA from time to time concerning layouts, graphic design and conditions for use of such Title Sponsor's name and logo.

Furthermore, all the promotional materials produced by THE PROMOTERS for the Event, including but not limited to: poster, billboards, advertising, tickets, etc...), must be previously submitted to DORNA for its approval.

9. THE PROMOTERS will promptly refer all enquiries from third parties in connection with the Ancillary Rights (or any of them) to DORNA.
10. In the exercise of all rights pertaining to Advertising hereunder, nothing in Schedule 2 shall prevent or hinder DORNA from entering into agreements pertaining to Advertising with any person(s) or organisation(s) whatsoever (subject to any applicable laws) and whether or not the goods, products or services of any one such person or organisation conflict or compete directly or indirectly with those of another.
11. In the event and at any time that an offer of goods or services or other benefits (including without limitation monetary payment) is made to THE PROMOTERS by any person or organisation to promote its goods or services or business or other commercial interests in connection with the Event then THE PROMOTERS shall promptly refer same to DORNA and THE PROMOTERS shall not be entitled to accept such goods, services or other benefits as aforesaid (nor enter into an agreement providing for such acceptance) without the prior consent of DORNA and any goods, services or other benefit as aforesaid which is received or accepted by THE PROMOTERS without DORNA's permission shall be held on trust by the PROMOTERS exclusively for DORNA, without prejudice to DORNA's rights under this Agreement.
12. For the avoidance of doubt, DORNA shall have the sole and exclusive right to sell VIP Village Hospitality (and derive all revenue therefrom) for any and all persons with whom agreements are entered into by (or at the direction of) DORNA in the exercise of its rights under this Schedule 2 and for such other persons as DORNA may deem fit from time to time.
13. If and when called upon to do so by DORNA, THE PROMOTERS shall make available throughout the Event to DORNA at no cost to DORNA an area above the pit garage area (and/or such other area in the Circuit acceptable to

DORNA) together with suitable facilities for DORNA to provide first class hospitality to any and all persons with whom it enters into agreements in the exercise of its rights under clause 12 of this Schedule 2 equipped with water, electricity, catering facilities, toilets, telephones, other office communication systems, and other necessary services. THE PROMOTERS shall provide DORNA, free of charge, with a sufficient number of grandstand tickets for the grandstand nearest to the hospitality area for its guests.


14. THE PROMOTERS, at DORNA request, shall provide free of charge up to a maximum of 1000 grandstand tickets, to be forwarded to the Championship official sponsors in order to promote the Event.
15. THE PROMOTERS warrant to DORNA that they will not do any act or thing directly or indirectly at any time which might in any way prejudice or diminish (or have the effect of prejudicing or diminishing) the commercial value to DORNA of the exclusive rights to control, manage and exploit the Ancillary Rights (or any of them) in accordance with this Agreement and without limitation, this Schedule 2.



Agreed and accepted for and on behalf of THE PROMOTERS

BY Petr Vokřál, Mayor, representing the City of Brno as a member of the executive committee of the company

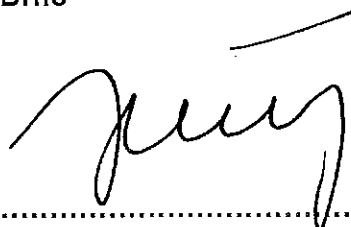
being a person duly authorised to do so with all power to bind **SPOLEK PRO GP ČR Brno**



and

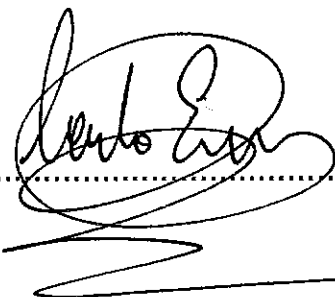
BY Michal Hašek, Governor, representing the South Moravian Region as a member of the executive committee of the company

being a person duly authorised to do so with all power to bind **SPOLEK PRO GP ČR Brno**



Agreed and accepted for and on behalf of DORNA

By Carmelo Ezpeleta, CEO



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