

## EVENT ORGANIZATION AGREEMENT

This Event Organization Agreement (the "**Agreement**") is made on the **18<sup>th</sup> November 2015**

### BETWEEN

the "**PROMOTER**"

**DORNA WSBK ORGANIZATION SRL**

Viale Luca Gaurico 9/11, 00143 Rome, Italy

VAT number: 09251551009

Represented by: **Mr. Stefano Pacchioli**

(hereinafter referred to as the "**Promoter**" or "**DWO**")

### AND

The "**ORGANIZER**"

**THE SPORTS CAR RACING ASSOCIATION OF  
THE MONTEREY PENINSULA**

1021 Monterey – Salinas Highway

SALINAS, CA 93908

U.S.A.

Represented by: **Mrs. Gill Campbell**

(hereinafter referred to as the "**Organizer**" or "**SCRAMP**")

### WHEREAS

- A. The Promoter has legal title to the exclusive rights for the organization, promotion and marketing of the FIM Superbike World Championship (hereinafter referred to as the "**SBK**"), granted by the *Fédération Internationale Motocycliste* (hereinafter referred to as the "**FIM**") pursuant to a valid, binding and continuing contract entered into between FIM and DWO.
- B. The Organizer professionally carries out the business of organizing motorcycle races and will have the exclusive and entire control of the Circuit indicated hereinafter in this Agreement, including the logistic and sporting elements of the Event.
- C. The Organizer intends to receive the appointment by the Promoter to organize the annual Event of the SBK for the years **2016-2017-2018** to be held at the **CIRCUIT OF MAZDA RACEWAY LAGUNA SECA, USA**, as may be attributed to the relevant National Motorcycle Federation ("**FMN**") by FIM.
- D. The Organizer expressly acknowledges that this Agreement is subject to the FIM approval (also subject to conditions) of each Event (their date/s and/or Circuit/s).

In consideration of the premises, which represent an integral and material part of this Agreement, both the Promoter and the Organizer (the "**Parties**") wish to enter into this Agreement, subject to and consisting of the following:

- (i) **Particular Terms and Conditions**
- (ii) **General Terms and Conditions** (attached hereto as **Exhibit 1**)
  - I. **Annex A** – Marketing Rules
  - II. **Annex B** – Media Rules
  - III. **Annex C** – Organization Rules
  - IV. **Annex D** – Allowed presence of the combined logo "Mazda Raceway" / "Laguna Seca" and other logos presence.



**PARTICULAR TERMS AND CONDITIONS  
TO THE AGREEMENT  
BETWEEN DORNA WSBK ORGANIZATION S.R.L. AND THE ORGANIZER**

The following **PARTICULAR TERMS AND CONDITIONS** are hereby expressly agreed between the Parties:

**1. APPOINTMENT TO ORGANIZE THE EVENT(S)**

Subject to the Organizer's complying in all material respects with the terms and conditions set forth in this Agreement, the Promoter hereby appoints the Organizer, and the Organizer hereby accepts the appointment, to organize - in accordance with the Racing Rules - the following Event:

**SBK Round of: LAGUNA SECA, USA**

Circuit Denomination: **CIRCUIT OF MAZDA RACEWAY LAGUNA SECA**

Address: 1021 Monterey Salinas Hwy, Salinas, CA 93908

Country: **USA**

Tel.: +1 831-242-8201 | Fax: +1 831 373-0533

This appointment is valid for no. **3 (three) Events** to be organized in the years **2016-2017-2018**.

**2. EARLY TERMINATION**

Per each Event, before the 31<sup>st</sup> October of the preceding year, the Organizer shall provide the Promoter with a written confirmation by the Monterey County Parks of Monterey, California (owner of the Circuit) of the concession granted to SCRAMP to manage the Circuit and organize the relevant Event.

The Promoter shall have right to terminate this Agreement in advance, by giving written communication to the other Party after each Event within the 15<sup>th</sup> November of the corresponding year, should the Monterey County Parks of Monterey, California do not confirm or withdraw to SCRAMP the Concession to manage the Circuit and organize the Event for the following year.

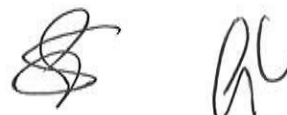
The termination notice communicated for the above mentioned reasons within the above mentioned term shall have immediate effect and therefore the Organizer shall lose the right to organize the Events for the following years (e.g. the termination notice communicated within the 15<sup>th</sup> November 2016 shall have effect on the Events to be organized in the years 2017, 2018; within the 30<sup>th</sup> November 2017 on the Events to be organized in the years 2018).

If no communication is given within said terms the Agreement shall remain valid and effective between the Parties for the entire Term set forth in the Agreement.

**3. DATE**

The date of the Event for the year **2016** is set on the weekend of **10<sup>th</sup> July**.

For the subsequent years of the Term of this Agreement the Organizer shall hold the Event on the corresponding week-end date of the preceding year or on the different date agreed between the Parties and/or indicated by DWO within **31<sup>th</sup> October** of the preceding year.



Notwithstanding the foregoing DWO reserves the right to change the date of the Event for the avoidance of clashes with other competitions, for the more convenient scheduling of the calendar year and, in any case, at its sole judgment and discretion.

#### 4. CATEGORIES

The motorcycle categories to be included in the program of the Event, provided by the Promoter, include the following:

- i. FIM SUPERBIKE WORLD CHAMPIONSHIP (no 2 races);

In any case, the Promoter shall have the exclusive right, at its own discretion, to modify the above program and/or include other supporting motorcycle categories in the program of the Event.

The Organizer shall have right to include in the program of the Event up to no. 1 (one) motorcycle category provided by the same Organizer, subject to written acceptance by the Promoter, which shall not be unreasonably withheld or denied. In any case, if included in the Event program, said motorcycle category shall be run under the exclusive responsibility of the Organizer.

#### 5. FINANCIAL RESPONSIBILITIES

Pursuant to and without prejudice to the provisions of Article 4.A of the General Terms and Conditions, which continue to apply, the Financial Responsibilities of the Organizer in connection to the each year of the Term and each Event are the following:

- i. Pay all the FIM Fees established for the Organizer;
- ii. Pay to DWO the Promoter Fee according to the following scheme:

**For each year of the Term (2016-2017-2018 Event):** the Promoter Fee is fixed in the net overall amount of **USD 1.000.000 (one million /00)**, plus VAT if applicable.

The payment of said amount shall be performed by the Organizer, upon issue of regular invoice by the Promoter, in 2 (two) installments according to the following deadlines:

- a. 50% (fifty per cent) – 120 (one hundred twenty) days before the Event;
- b. 50% (fifty per cent) – 60 (sixty) days after the Event.

#### 6. TICKETS AND PASSES

The Organizer shall be entitled to retain for its own benefit and advantage 100% (one hundred percent) of the revenues deriving from the sale of the Tickets granting admittance to the Circuit.

If requested by the Promoter, the Organizer shall provide the Promoter, free of charge, with up to 500 (five hundred) grandstand tickets to be made available to WSBK official sponsors and/or other DWO's clients.

The revenues deriving from the sales of passes shall be retained by the Promoter.

#### 7. "MAZDA RACEWAY LAGUNA SECA" DENOMINATION AND COMBINED LOGO

The provisions of article 6.A. of the General Terms and Conditions shall apply.

This notwithstanding, the Promoter acknowledges and accepts that "MAZDA" is the "Official Naming Sponsor" of the Circuit (i.e. default name: "Mazda Raceway Laguna Seca"). Therefore said denomination as well as the combined logo "Mazda Raceway" / "Laguna Seca" shall be allowed in the reference, broadcast and collateral material provided by each of the Parties in

connection to the Event. It being understood that the Organizer will provide any possible support, cooperation and opportunity for the Sponsor appointed as "official car" of the Series to be prominent.

An inventory of the allowed presence of the combined logo "Mazda Raceway" / "Laguna Seca" – as occurred in the previous season (i.e. SBK Laguna Seca event held in 2015) - is included in Annex D and shall be used as benchmark.

## 8. EVENT SPONSOR PACKAGES

The provisions of article 8.B. of the General Terms and Conditions are modified as follows:

"The Parties shall work together on a joint strategy and in good faith to create and provide opportunities for Event Sponsors and other partners of the Event.

All proposals for Event Sponsors and other partners of the Event are to be discussed on a case-by-case basis to fully understand and clarify what SCAMP assets will be included in such common proposals; no proposals shall be made to potential Event Sponsors and other partners of the Event without first being reviewed and approved by both DWO and SCAMP. Said approval shall not be unreasonably withheld.

The Promoter shall have the right to sell the Event Sponsor Packages both to International Sponsors and Local Sponsors and keep for its own benefit and advantage the revenues deriving from any such sales in the portion of 100% (one hundred per cent).

This notwithstanding, the Organizer will also be entitled to sell the Event Sponsor Packages, in which case the revenues deriving from any such sales shall be retained or shared as follows:

- (i) Event Sponsor Packages which DO NOT INCLUDE any advertising positions on track or any other support (e.g. podium backdrops, pit box building, interview area, etc.) that may receive TV exposure during the whole broadcast of the Event: the revenues deriving from said Event Sponsor Package shall be retained 100% (one hundred per cent) by the Organizer; or
- (ii) Event Sponsor Packages which INCLUDE advertising positions on track (other than the Advertising Positions on Track) or any other support (e.g. podium backdrops, pit box building, interview area, etc.) that may receive TV exposure during the whole broadcast of the Event: the revenues deriving from said Event Sponsor Package (net of (a) duly documented commission paid to third party agents and (b) other reasonable duly documented costs) shall be shared in a percentage of 50% (fifty per cent) each between the Parties.

The Organizer acknowledges and accepts that the Promoter has the exclusive right and discretion to allocate additional advertising supports for Event Sponsor that will receive TV exposure during the broadcasting of the Event, provided that said advertising position are available after fulfilling all the contractual requirements with the Sponsors of the Series.

The Organizer shall have the right to sell the Event Sponsor Packages provided by the Promoter (whether they include advertising positions on track or not), as long as it complies fully with the following obligations and procedure:

- i. provide the Promoter with a list of potential clients to be contacted, before contacting them;
- ii. obtain from the Promoter prior written authorization to contact the clients listed; it being understood that the Organizer is prohibited from selling any Event Sponsor Package to companies or sponsors which sells or promotes products and/or services in the same class of the Excluded Categories;
- iii. discuss with the Promoter (and obtain the latter's approval on) the specific terms and conditions of each proposal before it is sent to the client; and





- iv. keep the Promoter informed of any negotiation's step until the proposal is finally accepted or refused.

The Organizer shall respect completely the procedure. Otherwise, all revenues obtained from any sale, not fully approved by the Promoter, will benefit only the Promoter, losing the Organizer its share in favor of the Promoter.

The percentage due by the Organizer to the Promoter shall be paid within 15 (fifteen) days after the end of each Event.

The Parties may agree by means of a separate agreement the possibility for the Organizer to procure Sponsors for the Series in connection to the entire season and/or to events of the SBK other than the Event(s)."

## **9. TELEVISION FILMED PRODUCTION**

The provisions of article 9.A. of the General Terms and Conditions shall apply.

## **10. HOSPITALITY SUITES**

The provisions of article 7.C. of the General Terms and Conditions are modified as follows:

"The Organizer shall have the right to commercialize and keep for its own benefit and advantage the revenues from the Hospitality Suites located in the permanent buildings of the Circuit.

The Organizer shall make available to the Promoter, free of charge (i) the 1 (one) "Pit Suit" Hospitality for 25 (twenty five) persons and (ii) the 1 (one) "Hospitality Suit" in the Red Bull Energy Center overlooking the track for 80 (eighty) persons, per each day of Saturday and Sunday during the Event week-end.

Said Hospitality Suites shall be for the exclusive use of the Promoter and/or its sponsors, guests or clients.

The Promoter shall be responsible for the catering costs in connection to the hospitality service provided in said suits.

In connection to such right the Organizer shall provide the Promoter, free of charge, with a sufficient number of grandstand tickets for access to the grandstand nearest to the Hospitality Suites for the exclusive use of the Promoter sponsors, guests or clients."

## **11. COMMERCIAL AREA FOR THE PUBLIC AND MERCHANDISING**

In reference to article 8.C of the General Terms and Conditions the Parties agree with the following:

The Organizer, during the Term of this Agreement and in connection to each Event shall have the right to organize and manage, under its exclusive responsibility and at its own cost and expense, the commercial area located outside the General Paddock of the Circuit for exhibition, commercial and promotional purposes.

In the commercial area for the public the Organizer is authorized to (i) organize its own commercial activities - including the sales of merchandising apparel related to the Event (notwithstanding article 8.E of the General Terms and Conditions and with the express exclusion of merchandising related to Series, whose right is reserved to the Promoter) - and (ii) assign and/or rent to third parties (exhibitors) the relative spaces.



The Organizer assumes any and all responsibilities in regard of (i) the necessary authorizations to perform such activities and (ii) the respect of any and all applicable law (including relevant legal and regulatory provisions in force on labor matters and security).

The Organizer shall submit to the Promoter 60 days prior to each Event, the plan of the commercial area for the public, indicating the areas, the design and the relevant activities. The plan must be approved by the Promoter prior to each Event, always provided that said commercial area must (i) not interfere in any way with the aesthetics and safety of the Superbike Paddock and (ii) respect the Series marketing Rules and/or guidelines in regard of design, decorations and logos.

The Organizer is allowed to contract Sponsor / Exhibitors, always provided that none of them can be in conflict with the Series Sponsors having category exclusivity rights (as per Excluded Categories indicated in this Agreement as amended from time to time by the Promoter).

The Organizer is not authorized to contact Sponsor, Teams and/or partners/clients of the Promoter and/or the Series without the prior approval of the Promoter.

The Organizer shall (i) procure a policy of insurance against and (ii) undertakes to release, indemnify and hold harmless the Promoter from and against any and all claims and liabilities arising out of or connected with the death of, or personal injury or damage of any kind to any person or property that may happen in, within or due to the activities of run in the commercial area for the public, expressly including all the activities to be carried out by third parties (exhibitors).

For those commercial activities run by the Organizer and/or third parties (exhibitors) and involving protected trademarks, the Organizer is obliged to get prior approval by the owners of such trademarks. Furthermore the Organizer assumes to release, indemnify and hold harmless the Promoter from and against any and all claims and liabilities arising out of or connected with the non-authorized use of said trademarks.

The Organizer shall have the right to keep for its own benefit and advantage all the revenues deriving from the commercial area for the public, with of the exception of the provisions of the following paragraphs.

The Organizer shall grant the Promoter the right to use for its own benefit and advantage the commercial area for the public in the portion of 500 sq m (five hundred square meters) for the Sponsors of the Series. The area to be assigned to the Promoter shall be mutually agreed between the Parties, based on available spaces. Any cost in connection to the setup of said area reserved to the Promoter and/or its Sponsor shall be a responsibility of the Promoter. The revenues deriving from the areas reserved to the Promoter will be kept 100% (one hundred per cent) by the latter.

## **12. FOOD AND BEVERAGE VENDING AREAS**

The Organizer shall be entitled to retain for its own benefit and advantage 100% (one hundred percent) of the revenues deriving from the circuit vending areas.

This notwithstanding, the Promoter reserve the right to set up a food and beverage sales unit within the Paddock or any commercial area reserved to its exclusive use (the so called "SBK Café") and retain 100% (one hundred per cent) of the revenues deriving therefrom.

## **13. POURING RIGHTS**

The Organizer shall have right to assign to third parties the (i) water, (ii) beverage, (iii) beer (iv) energy drinks and (v) tobacco brands/rights, that will be available at the Circuit's bars, restaurant and shops ("**Pouring Rights**"), subject to the condition of the following paragraphs.



Per each Event, should the Organizer not assign the Pouring Rights referred to any of the above mentioned categories, the corresponding Pouring Rights may be assigned to the Promoter, in case of appointment of a company selling / promoting water, beverage, beer, energy drinks or tobacco as official sponsor of the Series. The Organizer shall, on request of the Promoter, communicate 3 (three) months prior to each Event which of the Pouring Rights is available for the official sponsors of the Series.

#### 14. EVENT PROGRAMME MAGAZINE

The Organizer shall have right to produce, distribute and sell the Event Program magazine.

#### 15. NOTIFICATIONS

Subject to the provisions of Article 13 of the General Terms and Conditions, all notifications to the Organizer shall be done to the following address:

**THE SPORTS CAR RACING ASSOCIATION OF  
THE MONTEREY PENINSULA**

SALINAS, CA 93908, U.S.A. 1021 Monterey – Salinas Highway

To the kind attention of: **Mrs. Gill Campbell**

e-mail: gillc@mazdaraceway.com;

Facsimile no: +1 831 373-0533

#### 16. OTHERS

The General Terms and Conditions attached hereto as Exhibit A, along with its Annexes, and signed by the Parties hereto are deemed as incorporated into this Agreement with complete contractual validity and effectiveness being fully applicable *mutatis mutandis* to the required purpose of this Particular Terms and Conditions.


Should any of the clauses of the Particular Terms and Conditions be in conflict to those included in the General Terms and Conditions and/or its Annexes, then the Particular Terms and Conditions shall prevail before the General Terms and Conditions and/or its Annexes.

In WITNESS whereof, and in accordance with all the above, the parties to the Agreement hereby sign and seal this Agreement in two original copies.

**Dorna WSBK Organization SRL**

  
\_\_\_\_\_  
**Mr. Stefano Pacchioli**

**THE SPORTS CAR RACING ASSOCIATION  
OF THE MONTEREY PENINSULA**

  
\_\_\_\_\_  
**Mrs. Gill Campbell**

## Exhibit 1

### **GENERAL TERMS AND CONDITIONS TO THE AGREEMENT BETWEEN DORNA WSBK ORGANIZATION S.R.L. AND THE ORGANIZER**

#### **1. DEFINITIONS:**

In addition to any other definition contained in this Agreement, the terms listed below shall have the meaning assigned to them in the opposite column.

<b>Agreement</b>	This contract consisting of (i) the Particular Terms and Conditions, (ii) the General Terms and Conditions and (iii) all the Annexes as indicated in the Particular Terms and Conditions.
<b>Affiliate</b>	Any company controlling, controlled by or under common control with, the Promoter and any other company of which any of the foregoing is a shareholder.
<b>Calendar</b>	The list of events, circuits and dates of all rounds of the FIM Superbike World Championship
<b>Cargo</b>	Any and all goods, tools, materials and equipment of the teams, the Promoter and its suppliers / sponsors (e.g. motorcycles, service parts, tools, accessories, tires, technical equipment and/or chemicals related to or connected with the above; publicity and advertising materials, mounting and dismounting tools, service equipment related to above; materials and equipment connected with safety, medical assistance, computer system, timing equipment, television and film equipment, if any, all accessories connected with the general organization and promotion of SBK) which are needed for the full organization, management and development of the Event.
<b>Circuit</b>	The Circuit indicated in the Particular Term and Conditions. For the purpose of this Agreement the circuit is the entire area where the Event takes place and includes without limiting the generality of such expression, the track, the race garages/boxes, the General and SBK Paddocks, Hospitality Suites, the race offices which includes race control and all services relating to the race, the services area connected with the functionality of the circuit i.e. medical, fire, fuel, scrutineering bay, all access roads for pedestrian and/or vehicle access, all restricted parking areas for the use of personnel connected with the Event, within the aforementioned areas.





<b>Event</b>	The entire period covering a round of the SBK, from Monday morning before the race, to Monday, h. 18:00 after the race, and which includes scrutineering, practice, races, podium ceremonies etc. and all the races of the other categories nominated in the program. Such as but not limited to these: SBK, SUPERSPORT, SUPERSTOCK, National Categories, and any other category that will be included in the event.
<b>Excluded Categories</b>	<p>The class of products and/or services reserved to the Sponsors of the Series which are granted exclusivity rights. The Excluded Categories include the following:</p> <ul style="list-style-type: none"> <li>• Oil / Lubricant</li> <li>• Tyres</li> <li>• Watches / Jewelry</li> <li>• Automotive</li> <li>• Motorcycles</li> <li>• Energy drinks</li> <li>• Video Display and Video Cameras</li> <li>• Technical clothes for motor bikers</li> <li>• Crisps.</li> </ul> <p>The Promoter reserves the right to add new exclusions at any time based on the appointment of new Sponsors of the Series that are granted category exclusivity rights during the Term of this Agreement.</p>
<b>General Paddock</b>	The general paddock is the area dedicated principally to the Teams, Technical services, P.R. and promotional activities relating to the Event/s and which includes the SBK Paddock.
<b>Hospitality Suites / Unit</b>	A fixed structure or mobile unit used for hospitality purposes that occupies a predetermined area.
<b>International Sponsor</b>	The Companies (or their products or services) that sell or distribute products of services with the same logo/brand in more than one Country.
<b>Local/National Sponsor</b>	The Companies (or their products or services) that sell or distribute products exclusively in the Country where the Circuit is located.
<b>Marketing Rules</b>	The marketing guide delivered by the Promoter showing the layout, position, size and color of the various SBK Sponsor's Logos for the pass system, the official program, posters, Podium etc., attached hereto as Annex A, as amended from time to time.
<b>Media Rules</b>	The guide which sets forth in details the obligations of the Organizer as to requirements and procedures to be complied with in the relationships with the Media and in the performance of PR activity and Press Room organization, attached hereto as Annex B, as amended from time to time.




**Event Sponsor Packages**

The sponsorship packages which can be sold by the Organizer to Sponsors pursuant to Article 8.B and in accordance with the procedure specified therein.

**Organization Rules**

The guide which sets forth in details the obligations of the Organizer as to requirements and procedures to be complied with for the organization of the Event such as, without limitation, track safety and logistics, Pass System, access and control system, personnel requirements, facilities requirements, paddock facilities etc, attached hereto as Annex C, as amended from time to time.

**Pass System**

The necessary credentials provided exclusively by the Promoter to access all the circuit areas i.e. track, pits, grid, general and SBK paddocks etc.

**Promoter Fee**

The amount specified in the Particular Terms and Conditions, which is to be paid by the Organizer to the Promoter for the right to organize each of the Events.

**Podium**

The stand where the prize giving ceremony takes place.

**Race**

Any race of any category included in the Event.

**Racing Rules**

Collectively the Marketing Rules, the Media Rules and the Organization Rules. The current version of each of them is attached hereto respectively in Annex A, Annex B and Annex C and such version can be amended from time to time by the Promoter, provided that such amendments do not cause a significant and unreasonable increase of the costs borne by the Organizer and the Promoter publishes on its website or delivers the updated version of the relevant guide to the Organizer within January 31<sup>st</sup> of each year preceding the date of the Event.

**SBK Paddock**

The enclosed area within the General Paddock where only the SBK Teams and authorized personnel may access.

**Series**

The Superbike World Championship and the Supersport World Championship motorcycle categories as well as any other motorcycle category included by the Promoter in the program of each Event.

**Television Rights**

All rights to all aspects of the organization, recording, transmission, etc., relative to the FIM Superbike World Championship and all other races nominated in the program of the event, whatever their origin, recording, reproduction, transmission or reception by whatever means known or unknown. This includes for use in films, television, video, radio and electronic devices of any nature.

It also includes any still images such as photographs or video stills however obtained, even if the still image originated from a moving picture.



<b>Term</b>	The period commencing on the date of this Agreement and ending on 31 <sup>st</sup> December of the correspondent year to the last Event to be held subject to this Agreement.
<b>Time Keeping Requirements</b>	The section of the Organization Rules in Annex C, which sets forth the Organizer's obligations related to the Time Keeping service provided by the Promoter

## 2. GRANT

### A. **Appointment to organize the Event**

Subject to the Organizer's complying in all material respects with the terms and conditions set forth in this Agreement, the Promoter hereby appoints the Organizer, and the Organizer hereby accepts the appointment, to organize the Event(s) indicated in the Particular Term and Conditions per each year of the Term in accordance with the Racing Rules.

The Organizer agrees (i) to comply with all terms and conditions which shall be determined by FIM and the competent Fédération Nationale Motocycliste of the Organizer's country (herein referred to as the "FMN"), with particular reference to the Circuit, and (ii) to organize, at its exclusive responsibility and cost, the Event(s) to the highest standard and to the best of its ability in order to allow the Promoter to market and promote or otherwise world-wide exploit the Event(s).

In the event the Organizer avails itself of the activity of third parties for the purpose of fulfilling its obligations under this Agreement, the Organizer shall always remain responsible vis-à-vis the Promoter for the activity carried out by such third parties.

### B. **Circuit**

Save as approved in writing jointly by the Parties hereto, the Events will be held at the Circuit mentioned in the Particular Terms and Conditions.

The Organizer agrees and shall cause that the Circuit shall only be used for and in connection with activities related to Event/s from the Monday preceding each Event and for the entire duration of the Event.

### C. **Date**

The date of the Event for the first year of the Term of this Agreement is set in the Particular Terms and Conditions.

Unless differently specified in the Particular Terms and Conditions, for the subsequent years of the Term, the Organizer agrees to hold the Event on the correspondent week-end date of the first year.

Notwithstanding the foregoing the Promoter reserves the right to change the date of the Event for the avoidance of clashes with other competitions, for the more convenient scheduling of the calendar year and, in any case, at its sole judgment and discretion.

The Organizer shall cause that the Series included in each of the Events shall be included in the Calendar per each year of the Term. This notwithstanding, the Promoter does not make any commitment or assurance on FIM's approval of each Event. Therefore the Organizer acknowledges and agrees that the Promoter shall not be responsible in case of FIM's rejection of any of the Events.

### D. **Event program**

The Organizer shall organize each Event according to the program established by the Promoter, as set forth in this Agreement and/or in details in the Racing Rules as amended from time to time.




### 3. TERM AND VALIDITY

This Agreement shall become valid and effective from the date of its signature and shall remain valid and effective for the Events to occur during the Term.

The Organizer acknowledges that the validity and effectiveness of the Agreement depends on the validity of the FIM / SBK contract referred to in whereas A of this Agreement.

### 4. PAYMENTS:

#### A. **Payments to the Promoter**

The Organizer shall pay to the Promoter any amount due as Promoter Fee as well as any other amounts indicated in this Agreement.

Prices and fees are exclusive of VAT and, where applicable, any additional or substitute taxes, levies, impost, duties, fee or charge whatsoever and whenever, all of which shall be paid by the Organizer. Therefore, the Organizer acknowledges and agrees that all amounts payable to the Promoter under this Agreement shall be paid without any withholding, deduction, set off for tax, counterclaim or otherwise. If the Organizer must at any time make any withholding or deduction, for tax or otherwise pursuant to applicable law, on, or calculated by reference to, any sum to be paid pursuant to this Agreement, the Organizer shall at the same time pay to the Promoter such additional amount as is necessary to ensure that the Promoter receives on the due date and retains (free from any liability other than tax on its own overall net income) a net sum equal to what it would have received and so retained had no such deduction or withholding been required or made.

Any payment made by the Organizer pursuant to this Agreement shall be made by bank transfer and the Organizer shall have to receive the relevant invoice from the Promoter which will include the bank account number.

Payment shall be made in the currency specified in the Particular Terms and Conditions.

Any payment which is not received when due and payable shall bear interest at the rate of three per cent (3%) per annum above the Euribor (if payment in Euros) or Libor (if payment in any other currency) base rate in force from time to time computed from the original due date until the date of payment; provided, however, that if the foregoing rate shall be in excess of the maximum permitted by the law in the jurisdiction where such debt accrues, then such interest rate shall be adjusted downward to the maximum permitted by applicable law.

The Promoter's acceptance of any payment after its due date shall not constitute a waiver by the Promoter of any of its rights hereunder.

#### B. **Guarantees / Stand-by-Letter of Credit**

The Organizer shall provide to the Promoter any requested payment guarantee and/or Stand-by-Letter of Credit as specified in the Particular Terms and Conditions.

### 5. AUTHORIZATIONS AND HOMOLOGATIONS

In accordance with the role of the Organizer as indicated in this Agreement and in compliance with the provisions set forth herein, the Organizer shall be responsible for the organization and staging of each Event and for such purpose, in particular, without limitation of the generality of the foregoing, the Organizer shall fulfill the following obligations.

#### A. **Authorization of the FMN**

The Organizer at its care, responsibility, cost and expense shall timely file any required application to the competent authorities and pay any connected costs, incur any relating



expense and pay any due tax, duty and other applicable fee for the issue of any required permit or authorization from the relevant FMN and any other authority for the organization of each Event. In particular the Organizer shall cause the FNM to submit to the FIM an official request for the inclusion of the Series included in the Event in the Calendar within and no later than September 10th of the year preceding the Event (or within the different term allowed in written by the Promoter). The Organizer will use its best diligence and skill to obtain the authorization and look after the authorization issue procedure also with reference to the procedure and time scale established by FIM and will keep the Promoter informed on the progress of such application.

In case the required authorization is not granted 90 (ninety) days before each Event or the Organizer has not given written notice to the Promoter of the issue of such authorization within the same term, the Promoter shall be entitled to terminate this Agreement in full or suspend it for the Event by written notice to the Organizer and at the sole discretion and choice of the Promoter.

#### **B. Circuit homologation**

The Organizer, for the entire duration of the Agreement, shall obtain the homologation or the re-homologation of the Circuit for each Event before September 10th of the year preceding the Event (or within the different term allowed in written by the Promoter) and in any case according to conditions and times provided by FIM.

In case the required homologation is not granted 90 (ninety) days before each Event or the Organizer has not given written notice to the Promoter of the issue of such homologation within the same term, the Promoter shall be entitled to terminate this Agreement in full or suspend it for the Event by written notice to the Organizer and at the sole discretion and choice of the Promoter.

The Circuit homologation shall include for each Event also the medical homologation, meaning that the Organizer shall have to comply with all the requirements and conditions provided by the FIM Medical Code in respect to the medical service and assistance requested for the Event to be held.

#### **C. Other authorizations**

If requested in connection to each Event, the Organizer undertakes to obtain any authorization, license, permit, concession having governmental, administrative, national, federal, local, or municipal nature, public authorization, report, declaration, opinion, permit, agreement, approval or any other document (other than the authorization of the FMN or FIM) which is necessary in order to hold the Event within and no later than September 10th of the year preceding the Event (or within the different term allowed in written by the Promoter).

In case said authorizations are not granted 90 (ninety) days before each Event or the Organizer has not given written notice to the Promoter of the issue of such authorizations within the same term, the Promoter shall be entitled to terminate this Agreement in full or suspend it for the Event by written notice to the Organizer and at the sole discretion and choice of the Promoter.

### **6. PROMOTER'S RIGHTS**

The Organizer acknowledges and agrees that the Promoter has been granted all rights concerning the organization, the promotion and the commercial exploitation of each Event and that therefore the Organizer has no rights on each Event other than those expressly and specifically granted to it by the Promoter under this Agreement.

Without limiting the generality of the foregoing, and for the sake of clarity only, the Promoter is entitled to the following rights on an exclusive basis.

#### **A. Sponsors**



The Promoter has the exclusive rights for contracting any sponsorship for the Series and/or the Event, for its sole benefit and advantage and the right to utilize and exhibit the Series Sponsors or the Event Sponsor's name, image, logos, trade-marks on all spaces in the Circuit and in the Event advertising / communication, in any form, type and manner such as, but without limitation for the generality of the foregoing:

- Advertising Boards,
- Podium,
- Banners,
- Bridges,
- Car/Bikes,
- Hostesses,
- Hospitality units, and
- any other shape or design used for advertising purposes.

In the light of the above, the Organizer shall make available to the Promoter the Circuit for the entire duration of each Event, without any commercial or advertising (whether in writing or otherwise) being displayed in any part of the Circuit.

The Organizer shall prevent and avoid the presence and/or the appearance in the Circuit of any sponsor's publicity and promotional advertising, logos, brands or messages previously not approved in writing by the Promoter.

Starting from the free practices day (Friday) all areas in the Circuit shall be clean and free of any advertising image, sign of any possible form, size, color, prominence whether permanently standing or temporarily positioned and promotional voice messages and sounds of any type.

#### **B. General Paddock**

The Promoter shall have the right to:

- use on exclusive basis, for the entire period of each Event, any Circuit area allocated for the Paddock;
- organize the layout of the Paddock and Pits area; and
- use at its sole discretion the Paddock for the SBK Teams, Sponsors, guests of the Promoter, etc.

and the Organizer hereby agrees to co-operate with and assist the Promoter with all reasonable requests of the Promoter in the accomplishment of the above.

The Organizer shall provide the Promoter with a detailed map of the Paddock and Pits areas 180 (one hundred eighty) days before the date of each Event.

The Promoter shall be entitled to decide on the allocation of spaces and will notify the Organizer of its choices and the Organizer shall promptly execute and carry out the Promoter's decisions.

The Promoter shall be entitled to control the fitness and allocation of spaces of the General Paddock area in accordance with the General Paddock plan as from time to time issued and/or approved by the Promoter.

The Organizer agrees and shall cause that the General Paddock area is free and available for exclusive use of the Promoter from hr. 5.00 p.m. on Monday before each Event and for the entire duration of each Event.

#### **C. Pass System**



The Promoter shall have the exclusive right to create, provide and administer the Pass System of each Event as the sole and official Pass System to permit access to the Circuit.

The Organizer commits itself to create and maintain during the term of each Event, appropriate control of all the gates and entries, to ensure the appropriate use of the passes/access to the various areas of the Circuit.

The Organizer shall comply with and cause all its personnel and representatives and the relevant and connected persons to comply with all measures of the Pass System, as shown in Annex A "Marketing Rules", as amended from time to time, and shall control, supervise and ensure that no other Passes than the one issued by the Promoter are used to give entrance or access to anybody to any part of the Circuit during each Event.

The Organizer shall properly notify and inform all concerned persons with the organization of each Event of the provision hereof.

The Organizer must ensure and cause that all personnel, including its own, and all vehicles, including its own, (all driven by authorized and licensed persons) having the right to access to the Circuit have and display the Pass exclusively supplied by the Promoter.

#### **D. Facilities in the Circuit**

The Promoter shall have the exclusive use free of charge during each Event for its own personnel and guests (e.g. SBK Top Management, FIM president and representatives, SBK operative staff,) of a number of rooms, fully equipped and favorably positioned in reference to the Paddock of the Circuit as from the Monday before the date of each Event and for the entire duration of each Event, as provided in the "Organization Rules" in Annex C.

The Parties 90 (ninety) days before each Event shall define in details the type and number of rooms to be provided, based on the characteristics of the Circuit facilities.

#### **E. Official event vehicles**

The Promoter shall have the right, but not the obligation, to provide the Organizer with official vehicles for the duration of each Event.

In case no official vehicles is provided by the Promoter, the Organizer shall have the right and the obligation to use its own vehicles, but in no case any such vehicles may display advertising logos, names, signs, trade-marks of any type and form including the vehicles' manufacturers ones.

#### **F. Other rights**

Without prejudice to the other provisions of this Agreement, the Promoter has right on an exclusive basis to:

- i. provide the Organizer with the Promoter's program of the Event where motorcycle categories are included;
- ii. Organize the Time Keeping Service;
- iii. Coordinate the competent authorities in relation to the attendance to the Event of the "Race Direction" composed by a FIM / DWO representative;
- iv. Appoint the international press coordinator;
- v. Construct and allocate the TV boards to be placed in the Circuit;
- vi. Appoint the responsible for the Paddock, pit boxes allocation and coordination of the Teams;
- vii. Provide and coordinate any eventual medical service (e.g. Mobile Clinic service) extra and additional to the medical service to be provided and organized by the Organizer;



- viii. Organize and manage the prize awards of all Races, including the podium, and of the TV interviews of riders and teams after the Races.

**7. OTHER ORGANIZER'S RIGHTS AND OBLIGATIONS:**

Without prejudice and in addition to any other provision set forth in this Agreement, the Organizer shall fulfill the following obligations for the purpose of organizing and staging each of the Events:

**A. Transportation and logistics**

The Organizer shall comply with its obligations in connection to the transportation and logistics of the Cargo, per each Event, as agreed between the Parties in the Particular Terms and Conditions.

**B. Time Keeping service**

The Organizer shall comply with requirements set forth in the Organization Rules in Annex C referred to as "TIME KEEPING REQUIREMENTS" with respect to the Time Keeping Service provided by the Promoter and/or its appointed service supplier.

**C. Hospitality Units**

The Organizer shall have the right to keep for its own benefit and advantage the use of a certain number of hospitality suites located in the permanent buildings of the Circuit, if so provided under Particular Terms and Conditions, where the number and the location of the above hospitality suites, if any, will be specified.

The Organizer shall make available to the Promoter, free of charge, a number of large Hospitality Suites located in the permanent buildings of the Circuit – for a minimum number of 250 (two hundred fifty) seats each per each day of Saturday and Sunday during the Event week-end – including all and any hospitality requirements and service (decoration, furniture, catering, etc.), for the exclusive use of the Promoter and/or its sponsors, guests or clients.

**D. Podium**

The Organizer shall arrange at its own care and expense and deliver the Promoter the Podium and its graphic layout following Annex A "Marketing Rules" as amended from time to time. No other Podium than that complying with the above mentioned Annex A can be used for the official prize giving of any race of each Event.

The Organizer shall award the first, second and third rider of any race with one crown for the first and one trophy for each rider after any race of each Event according to the procedures outlined in the Annex A "Marketing Rules" as amended from time to time.

**E. Ticketing system**

The Organizer shall give the Promoter a full description of the ticketing system (including the computerized ticketing system, if used) not later than one month before each Event. The ticketing system must be approved in writing by the Promoter.

The Promoter shall be entitled to propose modifications to the ticketing system as communicated by the Organizer also in reference to the prices of the tickets.

For the purposes of this Article 7.E, the Organizer shall:

- i. provide the Promoter with a sample of each Ticket giving access to the various areas of the Circuit and the details of how many have been printed of each sample, the Wednesday before each Event;
- ii. Allow the Promoter's personnel to check at any time before, during and after each Event the official documentation and procedure used by the Organizer regarding ticket sales;





- iii. Give the Promoter a copy of the official documentation of the sales accountancy, certified as true and correct by a chartered accountant and as used for fiscal purposes in the country of the Organizer the day after each Event before 12 a.m.
- iv. Give the Promoter before 12 a.m. of the day after each Event the final report on ticket sales, complete of any specifics and details and signed for its truth, completeness and accuracy.

**F. SBK commercial title**

The Organizer shall insert the complete commercial title of the SBK with the logo of the title sponsor and together with any sponsors indicated by the Promoter, the logo of FIM and the Promoter's one in all printed material such but not limited to the Official Program, posters, tickets for each Event, advertisements in newspapers, magazines, etc. In any case the Organizer must comply with all the requirements set forth in Annex A "MARKETING RULES" as amended from time to time.

**G. Track vehicles**

The Organizer must inform the Promoter of any official track vehicles and their make in its possession or use.

The Organizer will require the written consent of the Promoter before using any such vehicles for each Event.

The Organizer shall cause that no vehicle used for track duties or for duties connected with the Event displays any advertising signs whatsoever.

**H. Organizer's personnel**

In addition to officials normally on attendance at the races, the Organizer shall make available to the Promoter the following personal capacities:

- i. One secretary able to translate from local language into English, to typewrite in English and to help the Pass System (from Monday before the Event to Sunday); and
- ii. One man at the disposal of the Promoter's representative to help service in hard works (on the Monday before the Event and on the Sunday of the Event).

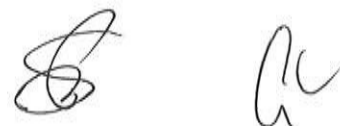
At the exclusive scope to avoid identification problems, these persons will be dressed in outfits provided by the Promoter; the work hours will be indicated by the Promoter. All other officials will need to be easily recognizable.

**I. Promotional campaign**

The Organizer acknowledges and agrees that the commercial success of each Event will greatly depend on an effective and solid promotional campaign. The Organizer agrees to prepare a professional and accurate promotional plan for each Event, which promotion shall be carried out at the care and expense of the Organizer. This promotional plan shall detail the type of promotional interventions of the Organizer in term of types, quality and quantity and shall be delivered to the Promoter at least 180 (One Hundred Eighty) days before each Event. The Promoter shall be entitled to approve, disapprove and suggest changes to the promotional plan delivered by the Organizer and the Organizer shall comply with the reasonable requests of the Promoter.

**J. Pit Garage extra facilities**

Should the permanent pit garage facilities available in the Circuit not be enough to allocate all the teams participating in the Series (i.e. Superbike World Championship and Supersport World Championship), the Organizer shall make available, at its own cost and expense, removable pit garage facilities in the General Paddock area in order to allocate the remaining teams. Said removable pit garage facilities shall be fully equipped with all and any requirements in the same standard of the permanent pit garages.



**K. Other commitments:**

- i. The Organizer shall provide the speaker of each Event. Notwithstanding the foregoing the Promoter shall be entitled to select one or more speakers of different languages as the official speakers of each Event.
- ii. The Organizer shall use its best efforts and cooperate with the Promoter in order to facilitate the import – export operations, unless already undertaken by the Organizer as Transportation and Logistics.
- iii. The Organizer shall make available the Circuit in its entirety to the Promoter and allow the Promoter's personnel free access to any area of the Circuit for the entire duration of each Event.
- iv. The Organizer undertakes to execute any agreement, also with third parties, in order to fulfill its obligations under this Agreement.

**8. COMMERCIAL RIGHTS IN CONNECTION TO THE EVENT(S):**

**A. Share of revenues**

The Organizer shall have the right to keep for its own benefit and advantage:

- (a) the portion of the revenues deriving from the sale of the Tickets as provided in the Particular Terms and Conditions;
- (b) the portion of the revenues deriving from the sales of the Event Sponsor Packages as provided in the Agreement and/or in the Particular Terms and Conditions; and
- (c) the portion of any other revenues, if any, as provided in the Agreement and/or in the Particular Terms and Conditions;

after payment to the Promoter of any amount due to the Promoter under this Agreement, including any portion of the revenues indicated under letter (a), (b) and (c) above due to the Promoter.

Any revenue not expressly assigned to the Organizer by means of this Agreement is reserved to the exclusive benefit and advantage of the Promoter.

**B. Event Sponsor Packages**

The Promoter shall have the exclusive right to define the Event Sponsor Packages and provide the Organizer with the relative proposals.

The Promoter shall have the right to sell the Event Sponsor Packages both to International Sponsors and Local Sponsors and keep for its own benefit and advantage the revenues deriving from any such sales in the portion of 100% (one hundred per cent).

This notwithstanding, the Organizer will also be entitled to sell the Event Sponsor Packages, in which case the revenues deriving from any such sales shall be retained or shared as follows:

- (a) Event Sponsor Packages which DO NOT INCLUDE advertising positions on track or any other support (e.g. podium backdrops, pit box building, interview area, etc.) that may receive TV exposure during the whole broadcast of the Event: the revenues deriving from said Event Sponsor Package (net of (a) duly documented commission paid to third party agents and (b) other reasonable duly documented costs, if charged to DWO) shall be retained 100% (one hundred per cent) by the Organizer; or
- (b) Event Sponsor Packages which INCLUDE advertising positions on track or any other support (e.g. podium backdrops, pit box building, interview area, etc.) that may receive TV exposure during the whole broadcast of the Event: the revenues deriving from said Event Sponsor Package (net of (a) duly documented commission paid to third party



agents and (b) other reasonable duly documented costs) shall be shared in a percentage of 50% (fifty per cent) each between the Parties.

The Organizer acknowledges and accepts that the Promoter has the exclusive right and discretion to allocate additional advertising supports for Event Sponsor that will receive TV exposure during the broadcasting of the Event, provided that said advertising position are available after fulfilling all the contractual requirements with the Sponsors of the Series.

The Organizer shall have the right to sell the Event Sponsor Packages provided by the Promoter (whether they include advertising positions on track or not), as long as it complies fully with the following obligations and procedure:

- v. provide the Promoter with a list of potential clients to be contacted, before contacting them;
- vi. obtain from the Promoter prior written authorization to contact the clients listed; it being understood that the Organizer is prohibited from selling any Event Sponsor Package to companies or sponsors which sells or promotes products and/or services in the same class of the Excluded Categories;
- vii. discuss with the Promoter (and obtain the latter's approval on) the specific terms and conditions of each proposal before it is sent to the client; and
- viii. keep the Promoter informed of any negotiation's step until the proposal is finally accepted or refused.

The Organizer shall respect completely the procedure. Otherwise, all revenues obtained from any sale, not fully approved by the Promoter, will benefit only the Promoter, losing the Organizer its share in favor of the Promoter.

The percentage due by the Organizer to the Promoter shall be paid within 15 (fifteen) days after the end of each Event.

The Parties may agree by means of a separate agreement the possibility for the Organizer to procure Sponsors for the Series in connection to the entire season and/or to events of the SBK other than the Event(s).

#### **C. Commercial areas for the public / Superbike Village**

If so provided under the Particular Terms and Condition and only in such case, the Organizer, during the Term of this Agreement and in connection to each Event shall have the right to organize and manage, under its exclusive responsibility and at its own cost and expense, commercial areas to be located outside the General Paddock of the Circuit and to be used for exhibition, commercial and promotional purposes (subject to written acceptance by the Promoter, one of these areas may also be referred to as "**Superbike Village**").

#### **D. Official program**

Unless differently agree in the Particular Terms and Conditions, the Promoter has the exclusive right to produce, distribute and sell the Event Official Program magazine.

#### **E. Merchandising rights**

The Promoter has the exclusive merchandising rights for the Series and each Event.

The Organizer is not authorized to produce and/or sell any merchandising apparel related to each Event and/or Series even if the apparel doesn't feature the Series official logo or image.

The Organizer shall provide the Promoter or to the company indicated by it 10 (ten) spaces of a size not less than 6 Mt. x 5 Mt., which may be used as selling points to sell the Series' products.

These spaces shall be located as follows:

- I. Principal entrances / Exits of the Circuit;



- II. Near the main stands, and
- III. in the main trade areas.

The Organizer will inform the Promoter of any Merchandising spaces being requested by third parties and the Promoter, if so chooses, will communicate the terms for the grant of an agent's license.

**F. Circuit Name, Logo, Image**

The Promoter has all the rights connected with the electronic reproduction, distribution and sale (such as, but not limited to, Internet Site, Interactive Games, CD-Roms) of the Series and the Event(s), including the Circuit name, image and likeness.

The Organizer expressly allow the Promoter the use of the Circuit Name, Logo, Image and of any other information relative to the Circuit (such as, but not limited to, technical data) for the electronic and non-electronic production, distribution and sale of products in connection to the Series and the Event(s).

**9. TELEVISION FILMED PRODUCTION AND MEDIA RIGHTS**

**A. Television Filmed Production**

The Promoter shall provide at its own care, cost and expenses the "Television Filmed Production" of each Event.

The Organizer shall provide its best support and cooperation to the Promoter for the latter to provide the Television Filmed Production.

The Television Filmed Production of any eventual supporting motorcycling categories (races and qualifying) provided by the Organizer is left out of this Agreement and shall be regulated by means of a separate contract.

**B. Ownership of Footage and other Media Rights**

The Promoter owns all and any right (including IP and broadcasting rights) referred to the Television Rights, footage and/or any other audio-visual media rights of the Series and of the Events.

**C. Footage for promotional purposes**

The Promoter shall provide the Organizer with the necessary footage for the promotion of the Event not applying any license fee. The distribution, format and length of such footage shall always be done upon approval by the Promoter in order to avoid clashes with media agreements or other deals that the Promoter may have in force in the country where the Event is held.

**D. Live Programme display on the giant screen of the Circuit**

The Promoter grants the Organizer the right to display the so called "Live Programme" (that means the International Programme Feed, which includes the official timing, necessary graphics and most relevant information to the WSBK and natural sound) on giant screens located at the Circuit during the Event for the Saturday & Sunday throughout the Term only. The Live Programme cannot be modified, recorded or used for any other purpose.

The rights and images granted to the Organizer under this Agreement shall not be supplied, transferred, assigned, licensed or sub-licensed to any third party under no circumstances.

In the event that the Organizer wishes to use the Live Programme for other purpose, it shall need previous written consent from the Promoter.

The Organizer will be the responsible of the technical set up to reach the Live Programme from the TV compound and have it delivered to the giant screens.





## **E. Electronic advertising**

For the purpose of the exploitation of the international audio-visual rights (e.g.: outside the national boundaries of Organizer's country and save any television overspill) the Promoter shall have the right to electronically cover and or modify the television appearance of any advertising on the Circuit, to change and alter names, logos, images and indications as displayed in such advertising and to replace those with any others of the Promoter's sole choice at any time and from time to time.

## **10. SAFETY, LIABILITIES AND INSURANCE**

### **A. Safety**

The Organizer shall be responsible for and shall grant that the entire Circuit and any of its facilities and fittings - used by the Organizer and/or made available to the Promoter in connection to the activities related to the Event(s) - comply with the any applicable laws on health safety and labour matters, in compliance with the Directive of the European Parliament and Council 89/391/CEE, as further amended and integrated (e.g. 89/654/CEE; 89/655 CEE).

Furthermore, the Organizer assume to provide the Promoter, at least 60 (sixty) days before each Event (or within the different term allowed by the Promoter) with all the requested information and documentation which is necessary for the organization of the Event in compliance with any and all security requirements (e.g. safety handling procedures, requirements for the limitation of any working activities, hygiene and safety, social security and accident-prevention, environmental safeguards).

### **B. Liabilities**

The Organizer shall be responsible for the organization and staging of each Event.

The Organizer undertakes and agrees to indemnify and hold harmless the Promoter (including but not limited to its subsidiaries or participated companies, its parent company, its representatives, directors, agents, employees and assistants) and each and any related body to the Series as well as any of the Promoter's partners, sponsors, clients and suppliers against all and any loss, damage, cost, expense, liability, proceeding, action, demand, claim howsoever and whenever suffered or incurred by or commenced or prosecuted against the Promoter (and/or the companies, subject and individuals referred to above, the related body to the Series the Promoter's partners, sponsors, clients and suppliers) caused or contributed by any act or omission of the Organizer (which indemnity shall include legal fees incurred by the Promoter or by the other beneficiaries pursuant to this paragraph) in relation to the context of this Agreement.

### **C. Insurance**

The Organizer must be covered by any relevant liability insurance for the organization of each Event and comply with all the requirements determined by the FIM's Regulation of the Series in this regard as well as with those requested by any other relevant local and international law and/or regulations. Said insurance shall also cover any risk to the FIM (and any other relevant FMN / Sporting Authority), the Promoter (including any of its representatives, employees, personnel, suppliers, agents or other personnel referable to it), the teams, the riders and other subject involved in the Event. The statement of the risks covered by the insurance policy with the details must be previously approved by the Promoter and at the latest 60 (sixty) days before each Event, the Organizer must send the signed statement of the insurance policy to the Promoter.

### **D. Right to promote or sell products in connection to the Event**

If requested by the Promoter, the Organizer or the seller responsible for the selling point operating within the Circuit (and/or the areas used in connection to the Event and under the responsibility of the Organizer), shall provide the Promoter with all necessary and proper

Two handwritten signatures in black ink, one appearing to be 'B' and the other 'A', located at the bottom right of the page.

documents from the owners of the trademarks or logos for the products being sold or promoted in the selling point, proving that such seller has the right to promote or sell the products under such trademarks and to display them in the selling point. Should the Organizer or seller fail to provide with such documentation or does not obtain the abovementioned rights from the owner of the trademarks or from the authorized licensees, the Promoter may oblige the Organizer not to allow such promotional activity in the selling point or to remove the products containing such trademarks from the selling point.

**11. EXTENSION / RENEWAL**

This Agreement will cease to be effective as of expiration of its Term, it being understood that any extension or renewal of the same shall be expressly agreed in writing between the Parties.

**12. TERMINATION, BREACH, DEFAULT AND LIQUIDATED DAMAGES**

Either Party may terminate this Agreement by written notice served to the other Party, if the other Party fails to observe or perform any of its obligations set forth in this Agreement and, where such breach is capable of remedy, does not remedy such failure within 15 (fifteen) days of being called upon to do so by written notice.

Failure by the Organizer to timely make any of the payments in favor of the Promoter under this Agreement on the due date will constitute a material breach to this Agreement and therefore the Promoter may terminate this Agreement in compliance with the provisions of this Article 12.

Either Party may terminate this Agreement by written notice served to the other Party if the other Party becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganization) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or administrator appointed over all or a part of its property or assets.

Either Party may terminate this Agreement by written notice served to the other Party, in any other case otherwise indicated in this Agreement.

In case of termination served by the Promoter to the Organizer, the Organizer shall be responsible for the immediate payment of all the amounts due at any title to the Promoter under this Agreement (including those corresponding to future years) and any damages in favor of the Promoter as its breach may have given rise to. Such amounts shall be paid within 15 (fifteen) days after the Promoter's notice.

On receipt of any such termination notice the Organizer shall immediately deliver to the Promoter any material in its possession related to or connected with the Series. Furthermore the Promoter will have the right to keep all moneys paid to it up to that date without prejudice to any further payable amount as damages.

Expiration or termination of this Agreement shall be without prejudice to either Party's accrued rights and remedies under this Agreement.

**13. NOTIFICATIONS**

- A.** All communications between the Parties to be given with respect to any of the provisions of this Agreement shall be sent to the following addresses by prepaid recorded delivery post, by cable, telex, or facsimile transmission or other electronic means of written communication:

If to the Promoter, to:

Dorna WSBK Organization SRL



Viale Luca Gaurico, 9/11

00143 Rome (Italy)

To the kind attention of: Mr. Enrique Aldama / Stefano Pacchioli / Mr. Daniel Carrera

e-mail: enriquealdama@dorna.com; stefano.pacchioli@worldsbk.com danielcarrera@dorna.com

Facsimile no: +39 06 50966 460

If to the Organizer, to: the address established in the Particular Terms and Conditions.

Each Party shall be entitled, at any time, to amend its address by giving to the other Party a prior written notice pursuant to this Article.

B. Communications which are sent or dispatched in accordance with the above mentioned shall be deemed to have been received by the addressee at the following times:

- i. by Post - 5 (five) business days after the date of dispatch;
- ii. by cable - 1 (one) business day after the date of dispatch;
- iii. by telex, facsimile transmission or other electronic means of written communication, the close of business of the addressee the following day on which the communication has been sent.

#### 14. CONFIDENTIALITY

Except as required by law, the Parties hereto mutually covenant and agree not to publish or disclose to any third party any information and/or details concerning the financial or commercial provisions of this Agreement.

The Organizer shall maintain the strict confidentiality of this Agreement, which shall not be photocopied either in whole or in part for any reason whatsoever without the prior written consent of the Promoter.

The contents of this Agreement can be discussed only by the directors and/or shareholders of the Organizer and they are not authorized to give details of this Agreement to any other person or body. This covenant is fundamental to this Agreement.

#### 15. FORCE MAJEURE

In the event any Party is materially delayed or prevented from performing any of the provisions of this Agreement by reason of the occurrence of a Force Majeure Event, such Party shall promptly notify the other Party in writing giving particulars of the Force Majeure Event and the obligation the performance of which is prevented or delayed and such obligation shall be suspended during the continuance of any such contingency and neither party shall be liable for such interruption. Subject to the foregoing, time is of the essence of the obligations of both Parties hereunder. For the purpose of this Agreement "Force Majeure Event" shall mean war, riot, insurrection, flood, earthquake, thunder, and/or natural disaster.

As soon as the Force Majeure Event ceases to exist the affected Party shall promptly notify the other party and resume performance of the suspended obligation.

#### 16. ASSIGNMENT

All this Agreement, and the rights and obligations deriving therefrom cannot be transferred or assigned to third parties by the Organizer unless previous written authorization has been received from the Promoter for this purpose.



The Promoter shall be entitled to transfer and/or assign this Agreement and/or any rights and obligations deriving therefrom to any Affiliate of the Promoter without the Organizer's consent.

## **17. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed in accordance with the laws of Italy, without regarding to conflict of law rules.

All the disputes arising from this Agreement, including the dispute concerning its validity, interpretation, execution and termination, shall be finally settled under law and deferred to arbitration, pursuant to the Arbitration Rules of the Arbitration Chamber of Milan (*Regolamento della Camera Arbitrale Nazionale ed Internazionale di Milano*) by a sole arbitrator appointed in accordance with such Rules. Unless otherwise agreed in writing by the parties, the arbitration will take place in Milan (Italy). The arbitration proceeding shall be in the English language.

Notwithstanding the above, the Promoter is entitled to submit any dispute in relation to this Agreement, if it deems appropriate, to the court of the State of California, USA, in which case the law of such jurisdiction (i.e. the law of California, USA) shall be applicable.

## **18. GENERAL PROVISIONS**

### **A. Remedies**

The remedies herein provided shall be cumulative and the exercise of one shall not preclude the exercise of any other remedy for the same event of force-majeure or default; nor shall the specification of remedies herein exclude any rights or remedies in law, or in equity, which may be available to the Parties, including any rights to damages or injunctive relief.

### **B. Waiver**

No waiver by any Party of any rights or remedy in respect of any failure by the other Party to comply with or perform any covenant or obligation of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or obligation.

### **C. Entirety**

This Agreement set forth the entire understanding and supersedes all prior agreements between the Parties relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and neither party shall be bound by any definition, condition, representation, warranty, covenant or provision other than as expressly stated in or contemplated by this Agreement or as subsequently set forth in writing and executed by both Parties.

### **D. Survival**

The representations, warranties and indemnification of the Parties herein shall survive any termination or purported termination thereof.

### **E. Changes**

Any future changes or amendments imposed by the FIM, on the contract mentioned under whereas A above, on the written notification from the Promoter, shall reflect in this Agreement which shall be changed accordingly.

### **F. Annexes to this Agreement**

The list of annexes which form a substantial and integral part of this Agreement is indicated in the Particular Terms and Conditions.

The current version of the Annexes A-B-C is available on the web using the following procedure:





web address: <http://www.sbkservice.com/>

Select: Rules

Username: basic

Password: basicsbk2014

The Organizer expressly accepts that the Annexes A, B and C of the Agreement are available for download on the web using the procedure indicated above and/or shall be made available otherwise by the Promoter upon request of the Organizer.

New updated versions of Annexes A-B-C are officially published during the month of January and are hereby accepted by the Organizer.

The above Annexes are intended to supplement and specify in detail certain obligations and/or activities to be performed under this Agreement, therefore in case of conflict or inconsistency the provisions of the Annexes shall prevail on the provisions of the Agreement in so far as the former expressly set forth additional obligations, terms, conditions, circumstances or covenants as compared to the terms of this Agreement, it being understood that no provision of this Agreement shall be deemed deleted or superseded by any correspondent provision of the Annexes unless such latter provision sets forth a more detailed regulation of the covenant which is the subject matter of the provision of the Agreement, all in accordance with the general principles provided under this Agreement.

#### **G. Goodwill**

The Organizer and the Promoter, respectively, agree not to take (or cause or permit to be taken) any action or to do (or cause or permit to be done) any act or thing which may prejudice, diminish in value, infringe, challenge or harm in any way, any of the provisions of this Agreement or any rights referred to herein. This covenant is fundamental to this Agreement.

#### **H. Interpretation**

It is hereby agreed by the parties that definitions of the Agreement shall be interpreted to be applicable as at the date of its signature. Parties hereby acknowledge and expressly accept that, due to the characteristics of the Championship, which each Season may adopt new regulations and/or requirements from the FIM, such as, but not limited to, technical specifications for the different classes, qualifying procedures, upgrades or replacements within the categories, which may affect the Programmes to be produced and/or distributed; definitions included in the Agreement shall be interpreted as to be in accordance with each Seasons FIM regulations in force.

Parties acknowledge too and expressly accept that, definitions regarding the TV broadcast rights included in the Agreement shall be interpreted restrictively and that other transmission technologies or broadcast rights, whether in existence or that are developed during the Term are expressly excluded from the Agreement.

Furthermore, it is hereby agreed and acknowledged between the parties that, unless the context otherwise requires, words in the singular include the plural and vice versa and words in one gender include any other gender.

#### **I. Independent contractors**

The Organizer and the Promoter are independent contractors with respect to each other and nothing in this Agreement shall create any association, partnership, joint venture or agency relationship between the parties. No one of the parties shall be deemed to represent the other party.

#### **J. Validity**

If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or part, under any enactment or rule of law, such term or provision or part shall to that extent

be deemed not to form part of the Agreement; but the validity and enforceability of the remainder of the Agreement shall not be affected.

The parties agree that should any term or provision of the Agreement be invalid or unenforceable then they shall forthwith enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the parties as to the point or points in question.

Should the term or provision to be applied as invalid or unenforceable for the Agreement affects to the whole Agreement in such manner that there is no way to amend the Agreement to solve the situation and make parties not to be able to commit with its obligations, parties agree that in amicable way may terminate the Agreement.

**K. Data protection**

Privacy and data protection information shall be ruled by the Directive 95/46/EC, of the European Parliament and Council, dated on October 24th, 1995.

In WITNESS whereof, and in accordance with all the above, the parties to the Agreement hereby sign and seal this Agreement in two original copies.

**Dorna WSBK Organization SRL**

  
\_\_\_\_\_  
**Mr. Stefano Pacchioli**

**THE SPORTS CAR RACING ASSOCIATION  
OF THE MONTEREY PENINSULA**


  
\_\_\_\_\_  
**Mrs. Gill Campbell**

Pursuant to articles 1341 and 1342 of the Italian civil code, the following Articles of this General Terms and Conditions are specifically approved by the Organizer: Article 2.A (Appointment to organize the Event), Article 2.C (Date), Article 4.A (Payments to the Promoter), Article 4.B (Guarantees), Article 5.A (Authorization of the FNM), Article 5.B (Circuit Homologation), Article 5.C (Other Authorizations), Article 5.D (Liquidated damages), Article 6 (Promoter's rights) (all sub-paragraphs), Article 7 (Other Organizer's obligations) (all sub-paragraphs), Article 9.B (Television Filmed Productions), Article 10 (Liabilities and Insurance), Article 12 (Termination, breach, default and liquidated damages), Article 16 (Assignment), Article 17 (Governing Law and Dispute Resolution).

**Dorna WSBK Organization SRL**

  
\_\_\_\_\_  
**Mr. Stefano Pacchioli**

**THE SPORTS CAR RACING ASSOCIATION  
OF THE MONTEREY PENINSULA**

  
\_\_\_\_\_  
**Mrs. Gill Campbell**

**ANNEX A**  
**MARKETING RULES**

One original copy of the Marketing Rules booklet was delivered and/or made available by the Promoter to the Organizer on the date of signature of this Agreement.

**Dorna WSBK Organization SRL**

  
\_\_\_\_\_

**Mr. Stefano Pacchioli**

**THE SPORTS CAR RACING ASSOCIATION  
OF THE MONTEREY PENINSULA**

  
\_\_\_\_\_

**Mrs. Gill Campbell**

**ANNEX B**  
**MEDIA RULES**


One original copy of the Media Rules booklet was delivered and/or made available by the Promoter to the Organizer on the date of signature of this Agreement.

**Dorna WSBK Organization SRL**

  
\_\_\_\_\_

**Mr. Stefano Pacchioli**

**THE SPORTS CAR RACING ASSOCIATION  
OF THE MONTEREY PENINSULA**

  
\_\_\_\_\_

**Mrs. Gill Campbell**



**ANNEX C**  
**ORGANIZATION RULES**

One original copy of the Organization Rules booklet was delivered and/or made available by the Promoter to the Organizer on the date of signature of this Agreement.

**Dorna WSBK Organization SRL**



Mr. Stefano Pacchioli

**THE SPORTS CAR RACING ASSOCIATION  
OF THE MONTEREY PENINSULA**



Mrs. Gill Campbell

## ANNEX D

### Allowed presence of the combined logo "Mazda Raceway" / "Laguna Seca" and other logos presence

In a goodwill of cooperation between both parties following entitlements are being defined for the 2016 Event in order to allow the Organizer to fulfill its commitments with its permanent sponsor(s) within a reasonable framework as per the Promoter(s) agreement(s) with the Series Sponsor(s) and Partner(s).

#### 1. MAZDA

##### 1.1 MAZDA LOGOS TO BE REPLACED

Both parties agree to allow the Organizer to display a certain number of **MAZDA** logos within the Circuit but in any case none of such position(s) can be in a position of potential TV exposure broadcast view.

Mazda Logos to be replaced with combined logo "Mazda Raceway"+"Laguna Seca":

- a) Marshals Post(s) with TV View;
- b) Banners at the Pit Lane Exit placed on the Pit Box Terrace;
- c) Pit Box Terrace - Lateral placement;
- d) Tower Suite – TBC after visual check at the Circuit whether this position will enter or not in the TV broadcast angle.

Mazda Logos to be replaced with the Series Logo MOTUL WorldSBK:

Marshals Post(s) with TV View;

- a) Pit Box Terrace – Front part facing the pit lane and track.

It is agreed that the Promoter will cover production costs of these replacements.

##### 1.2 MAZDA LOGOS TO BE KEPT

**Mazda** North America permanent brand entitlements approved by both parties to be kept in its original version (MAZDA LOGO) **with no risk of TV view broadcast:**

- a) Four (4) Facility Bridges – interior branding
- b) Turn 4 Bridge Rooftop
- c) Three (3) Scoring Trylon Top signs
- d) One (1) Scoring Trylon rotational logo marquee
- e) A-Road Cart Platform
- f) A-Road Entrance Marquee
- g) Paddock Main Gate Entrance

##### 1.3 MAZDA CAR DISPLAY

**Mazda car display** in the Paddock have to be removed before the Event.

#### 2. ROLEX

**ROLEX** logo(s) on the wooden tower opposite the paddock side close to the starting line/bridge (Tower Suite) will be replaced with Tissot logo as Rolex pertain to the Excluded Categories and Tissot is a Series official sponsor.

#### 3. ZOOM ZOOM

**ZOOM ZOOM** banners – small boards will be covered as Zoom Zoom pertains to the Excluded

Categories.

#### 4. DUNLOP

**DUNLOP** banners – any banners located on welcome structures to the Facility (e.g. circuit entrance, paddock entrance and similar) shall be covered as Dunlop pertains to the Excluded Categories. The Promoter exceptionally agree to keep Dunlop banners with no TV broadcast view in other areas.

#### 5. ORGANIZER'S OTHER BRANDING DISPLAY(S) AND ACTIVITIES

In a goodwill both parties may agree to allow certain publicity and activity but the Organizer must obtain a written permission from the Promoter prior confirming such activity/display to any third party – e.g. Land Rover.

#### 6. MAZDA RACEWAY LAGUNA SECA BRAND ENTITLEMENTS

Both parties allow the presence of the combined logo "Mazda Raceway"+ "Laguna Seca":

- a) Four (4) 11'x40' Turn 4 Bridge signs (two on each side)
- b) Three (3) 4'x8' Hospitality Pavilion (called also Energy Centre) elevator shaft signs
- c) One (1) 11'x140' Hospitality Pavilion (called also Energy Centre) primary billboard (Track facing)
- d) Victory Podium backside (Paddock facing)
- e) Two (2) 4'x50' Pit Row Suite Fascia signs (suite building end-caps)
- f) Eight (8) Facility "Welcome to" and "thank you for coming" signs
- g) Highway 68 Entrance Sign
- h) Various facility gate and directional signage located throughout the circuit
- i) A-Road Car Platform
- j) A-Road Entrance Marquee
- k) Paddock Main Gate Entrance Marquee

#### 7. VISUAL CHECK FOR TV BROADCAST VIEW

As the Organizer was unable to provide photos of these entitlements the final approval will only be given by the Promoter once visual check at the Circuit was completed by the Promoter's person in charge and in any case none of these can be located in potential TV broadcast view and/or in the WSBK Paddock and Track.

#### 8. COMBINED LOGO "MAZDA RACEWAY"+"LAGUNA SECA"

Approved version of the combined logo is:

