SRO MOTORSPORTS ASIA 2022 FANATEC GT WORLD CHALLENGE ASIA POWERED BY AWS Team Commercial Agreement

THIS AGREEMENT ("Agreement") is made and entered into as of/ 2022 between:

SRO Motorsports Asia Limited, a company registered in Hong Kong under the number 67266320-000-02-22-4with its principal place of business at Units 605-08, 6/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong, represented for the purpose of this Agreement by Benjamin Franassovici, its Series Director (hereinafter referred to as "**SRO**");

AND	
Competitor(name),
a company registered in(country) under the number	,
company number) with its registered address at	,
epresented for the purpose of this Agreement by(name	e),
ts (function) (hereinafter referred to as the "Competitor", as further defined below)	,

WHEREAS, pursuant to various agreements, SRO, the commercial promoter of the "Fanatec GT World Challenge Asia Powered by AWS", has the exclusive right to manage and exploit all Commercial Rights, promotional matters, sound, moving pictures and still picture rights (including but not limited to photographic, film, radio, video, television, VOD, Internet and mobile phone rights) pertaining to Fanatec GT World Challenge Asia Powered by AWS (as specified in clause 1 below, the "Series"); and

WHEREAS The Competitor has validly entered and accepted to take part in the Series, subject to the provisions of this Agreement and its appendices, the Sporting Code, the Sporting Regulations, the FIA GT3 Technical Regulations, SRO GT4 Technical Regulations, the Graphical Charter, the Pirelli Guidelines (each as defined below), the COVID-19 Protocol (if applicable), the Environmental Guidelines and any other relevant rules and guidelines relating to the Series as notified to the Competitor from time to time.

IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:

each a "Party" and, together, the "Parties".

DEFINITIONS

"ASN"
 National sporting authority for motor sport in a given country (Autorité Sportive Nationale) which holds the Sporting Power for its country and enforces the FIA's international regulations for any international event on its territory which is open to Competitors holding licences from other ASNs.

 "Calendar"
 The schedule of venues, circuits and dates for all events of the Series in a particular calendar year (See Appendix 1 for 2022).

"Circuit" The venue where an Event will be scheduled, with at least a grade 3 FIA

homologation.

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"Competitors"

The Competitor and all other persons, bodies, corporations, associations or other entities whose entry to the Series has been accepted for the relevant year. Each Competitor is subject to the provisions of this Agreement, the Graphical Charter, the Sporting Code, the Sporting Regulations, the Pirelli Guidelines, the FIA GT3 Technical Regulations, SRO GT4 Technical Regulations, the COVID-19 Protocol (if applicable), the Environmental Guidelines and any other relevant rules and guidelines relating to the Series as notified to the Competitor from time to time.

"Commercial Rights"

Is a collective reference to the following rights:

- a) The right to control, manage and commercially exploit on a world-wide basis all still and Moving Picture Rights (including but not limited to photographic, film, radio, video, television, video games, VOD, Internet and mobile phone rights);
- b) The right to control, manage and commercially exploit all time-keeping and electronic data processing of results and the marketing thereof;
- c) The right to licence and control any commercial use of the official title and logo of the Series in its exercise of the rights referred to in under (a), (b) and (d) herein and the right to negotiate and conclude sponsorship agreements with regard to the Series; and
- d) The right to negotiate and conclude agreements with Event Organisers for the staging of Events.

"Driver"

Holder of at least a valid FIA International grade C – Circuits (ITC-C) licence, who is entitled to take part in free practice, pre-qualifying, qualifying session, warm up session and race(s), when he or she has completed the Event's administrative checks.

"Entry Fees"

The fees to be paid by the Competitors at the time of their registration for the Series or the Event as notified by SRO to the Competitor from time to time.

"Environmental Guidelines"

The Series environmental guidelines for the Competitors, in accordance with SRO's Sustainability strategy, as set out in Appendix 4.

"Event"

A race entered onto the Calendar for any year, which forms part of the Series, commencing at the scheduled time for scrutineering and sporting checks and including all practice sessions, qualifying, warm up and the race(s), and ending at the later of the time of the lodging of a protest under the terms of the Sporting Code and the time when technical or sporting checks have been carried out under the terms of the Sporting Code.

"Event Organiser"

The organiser of an Event being a person or body having control inter alia of financial and commercial matters relating to an Event and, for the avoidance of doubt, an Organiser shall not be a Competitor, Manufacturer or association of Manufacturers.

"FIA"

Fédération Internationale de l'Automobile, the international governing body for motor sport.

"FIA GT3 Technical Regulations"

The information published by the FIA concerning the GT3 category in Article J of the Sporting Code, as well as the information contained in the individual homologation documents of each GT3 car.

"Force Majeure"

Shall mean war, rioting, blocking of means of transport preventing the free circulation of merchandise, breakdown in the availability of raw materials (if

the breakdown affects all of the Competitors and blocks all of the tyre manufacturers), epidemics (excluding the current COVID-19 global pandemic), earthquakes, fire, storms, flooding, water damage, legal and statutory dispositions which set restrictions on or modify the object of this Agreement.

"Graphical Charter"

The set of diagrams (which may vary from Event to Event) produced by or on behalf of SRO outlining the livery of Driver and mechanic overalls, car and garage walling stickers, grid and paddock presentation, which specify the locations reserved by SRO for their own sponsorship or sporting needs, the latest version of which is included as **Appendix 3** to this Agreement and may also be found on the SRO website.

"Manufacturer"

Car manufacturer, producer of Grand Touring Cars homologated by the FIA in accordance with the FIA homologation requirements.

"Moving Picture Rights"

Means, with respect to the Series, the origination, recording and/or broadcast (for films, television, video, radio and/or electronic media of any nature) of moving picture images irrespective of how such images are or may be generated, recorded, preserved, reproduced, copied, created, transmitted, broadcast, received or otherwise dealt with by any known or future means. For the avoidance of doubt the aforesaid term "moving picture images" shall be deemed to include any still picture or still image derived or capable of being derived from any moving picture image irrespective of how such still picture or still image or any part of same is or may be derived, originated, generated, recorded, preserved, reproduced, copied, created, transmitted, broadcast, received or otherwise dealt with.

"Official Series Logos"

The logos relating to the Series set out in the Graphical Charter.

"Pirelli"

Pirelli Tyre SpA of Viale Sarca 222, Milan, Italy.

"Pirelli Guidelines"

A document which contains all the obligations of SRO and the Competitors in relation to the rights and requirements of Pirelli as official tyre supplier to the Series.

"Pirelli Trademark"

Jointly and severally, the "PIRELLI" letters and logo trademarks represented under **Appendix 2** hereto, and/or any other trademark, owned or controlled by Pirelli and/or its affiliates, which shall be communicated by Pirelli.

"Privacy Laws"

All applicable prevailing laws relating to privacy and data protection, including all subordinate legislation, directions of any competent privacy regulator, common law and other relevant court decisions and all relevant privacy and/or data protection codes of practice in each case as may be amended or replaced from time to time (including (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and (iii) any successor legislation to the GDPR and/or the Data Protection Act 2018.

"MAM"

Malaysian Association of Malysia, a member of the FIA and the body which has authority over all safety, sporting, technical and disciplinary matters relating to the Series, as well as traditional values.

"Sporting Code"

The International Sporting Code of the FIA as from time to time approved by its General Assembly.

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"Sporting Power"

The entitlement to make and enforce regulations for the encouragement and control of automobile competition and records at the national or international level, as the case may be.

"Sporting Regulations"

The Series sporting regulations with which all cars entered in the Series must comply. They are defined by the SRO Sporting Board and approved by the MAM and/or the FIA.

SRO GT4 Technical

The information published by SRO concerning the GT4 category, as well as all information contained in the individual homologation form of each GT4 car.

"SRO Sporting Board"

The sporting board of SRO whose objective is to develop, promote, coordinate and regulate activities relating to the Series, respecting the principles decreed by SRO, the MAM and the FIA. The SRO Sporting Board consists of the Series Manager, the Chairman of the Stewards, the Technical Director, the Race Director, the Sporting Director and the Representative of the MAM. The purpose of the SRO Sporting Board is to manage certain aspects relating to the application of the sporting, technical and homologation regulations, other than those that fall within the exclusive remit of the officials of the Event as defined by the provisions of the Sporting Code.

"SRO Technical Board"

The SRO Technical Board is a body of which the purpose is to maintain the balance of performance between the cars with which the Competitors wish to take part in the Series, and to see to it that the participation of any new Competitors or any new entries take place in an equitable manner, respects the regulations applicable to the Series, and does not upset the balance of the Series.

1. RELEVANT SERIES AND GENERAL RULES

- The Competitor has agreed to enter(number) of car(s) in:
 - all Events of theFanatec GT World Challenge Asia powered by AWS
 - Or, the following event(s):

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- All the Competitors in the Series acknowledge and agree that they have knowledge of, and will observe at all times, all relevant obligations specified in this Agreement, the Pirelli Guidelines, the Graphical Charter, the Sporting Regulations, the FIA GT3 Technical Regulations, the SRO GT4 Technical Regulations, the COVID-19 Protocol (if applicable), the Environmental Guidelines and any other relevant rules and guidelines relating to the Series as notified to the Competitor from time to time. All Competitors are reminded that article 71 of the Sporting Regulations commits the Competitors to adhering to the Graphical Charter.
- Each competitor taking part in the 2022 Fanatec GT World Challenge Asia powered by AWS does so subject to all relevant rules and guidelines relating to the series, including but not limited to any applicable Covid 19 Protocol
- In order to improve team identity and on-screen recognition, especially in television broadcasts, it is highly recommended for Competitors to adopt original, easily distinguishable, brightly colored liveries. In particular, any Competitor entering cars on different licenses must adopt different liveries for each different license. Cars entered by the same Competitor must have easily distinguishable features.

2. SANCTIONS

Should any Competitor entered in the Series fail to comply with the provisions of this Agreement, the Pirelli Guidelines, the Graphical Charter, the COVID-19 Protocol, or any other relevant rules and guidelines relating to the Series as notified to the Competitor from time to time (in accordance with clause 1), SRO has the right to take such actions as it deems reasonable, including (but not limited to) preventing the Competitor participating in any Event or the whole or part of the Series. This remains at the sole discretion of SRO.

3. ENTRIES

- Applications for entries in the Series shall be made exclusively to SRO by the Competitor and the relevant Entry Fees shall be paid exclusively to SRO by the Competitor. Entry fees include compulsory carbon offset fee as per the Regulations are non-refundable and may not be transferred to another Competitor or another Event.
- Any other fees to be paid by the Competitor to SRO shall be agreed between the Parties on an
 Event by Event basis due to the variable nature of each Event. Such other fees are likely to
 include (but are not limited to) the fees associated with Competitors ordering additional
 paddock passes, grandstand tickets, grid walk passes, hospitality passes, VIP activities and
 paddock space.
- Invoices (for entry, passes, hospitality, paddock space, fines, etc) must be paid by the Competitor upon receipt. If the Competitor has invoices that are outstanding before the following Event, it may be denied access to the Circuit and/or denied access to the track until full payment has been received by SRO.
- Any failure by the Competitor to pay invoices may also result in sanctions in accordance with articles 2 and/or 4, in each case at SRO's sole discretion.
- this Agreement is subject to tax (whether by way of direct assessment or withholding as its source), the Competitor shall bear the related tax amount.

4. PERSONNEL

With respect to its personnel, the Competitor shall ensure that each member of its personnel and staff:

- is competent, trained and qualified in accordance with the appropriate industry standards;
- complies with all immigration, customs and other legal requirements of any relevant authorities;
 and
- holds any necessary licenses as specified by the Sporting Code.

5. CALENDAR

- The Series Calendar for the year 2022 consists of the Events as listed in **Appendix 1.** For the avoidance of doubt, in the 2022 context of COVID-19 Pandemic, should an Event of the calendar be replaced, postponed, or moved to another Event, the entry fees will not be refunded.
- Each Event has been registered by the national ASN with the FIA. The Competitor acknowledges and agrees that SRO cannot be held responsible for the cancellation, change of location or change of date of any Event.

6. TELEVISION AND DIGITAL MEDIA

- SRO will provide the Competitors with on-site live TV production facilities at each Event (with high-definition capabilities, where appropriate), including but not limited to the full coverage of each Circuit (where practicable). There will be a roving camera in the pit-lane, interviews and podium coverage.
- On board cameras may be placed in cars by SRO. The cars that will have the cameras installed in them, as well as the positioning of such cameras, will be agreed with the Competitors in advance of fitting and will have to be accepted by the scrutineers for security reasons. Please note that no cars can be fitted with an on-board camera without the prior written consent of SRO- see on board camera form. No other video systems will be allowed inside or outside the cars during the Event, except by special authorisation from SRO. The decision concerning which of the cars entered by any one Competitor should carry the on-board camera and branding space on the dashboard will be taken by SRO in its sole discretion.
- SRO can provide on-board cameras (of any Competitor, , at SRO's sole discretion) participating in the Series. The Competitor (at its cost, but in accordance with SRO's specification) shall construct an advertising board for each car to use throughout the Series and affix that board in an appropriate position (determined by SRO) within the primary field of vision of the on-board camera. Subject to clause 7-1161950960.- below, SRO's sponsor sticker (to be provided by or approved by SRO) will be placed on the dashboard of all cars fitted with on board cameras. No other sticker apart from a sticker bearing the Competitor team name, the Driver's name and the race number will be allowed in this area and the Competitor must not sell sponsorship to third parties for the dashboard position (provided that, if SRO has not informed the Competitor at least 14 days prior to an Event that the dashboard area so reserved will be used for an SRO sponsor, then the Competitor is free to use the space as it wishes, subject to compliance with this Agreement (including clauses 8(e) and (f)) and the Sporting Regulations).
- Two of the SRO on-board cameras placed in cars will be reserved for PIRELLI. PIRELLI shall have its identification visible on such advertising boards using a sticker which SRO shall supply to the Competitor (it being acknowledged and agreed by the Competitor that it has no right to make or have made stickers bearing the PIRELLI Trademark) and the Competitor shall ensure that the advertising boards also display the Competitor team name, the Driver's name and the race number in the format specified by SRO. The relevant Competitor shall ensure that any such sticker placed in their car shall comply with the Graphical Charter set out at **Appendix 3** and with the Sporting Regulations.
- The Competitor shall ensure that anyone directly or indirectly related to the Competitor or its Drivers shall not influence the editorial decisions of the TV production company concerning the method of broadcasting the Series or interfere with the television coverage.
- SRO may make additional services and production means available to the Competitor as reasonably requested, but at the sole discretion of SRO. A detailed rate card of all production services is available on request.
- A detailed broadcast list will be issued prior to each Event.
- By entering the Series, the Competitor agrees (and shall procure that its Drivers and Manufacturers agree) to assist SRO in any activity to promote the Series and any official Series sponsor, with particular reference to the television and media coverage.
- At any time during the official timetable of any Event, the Competitors must be, and shall ensure that its Manufacturers', representatives, and Drivers must be at the disposal of the TV production company appointed to film any reports or interviews that SRO may require.

- On request, the Competitor will be required to be filmed and recorded by SRO for the purpose of creating promotional videos for Pirelli (for a maximum period of 30 minutes). All the material obtained, filmed and recorded will remain the property of Pirelli. The Competitor agrees and shall ensure that its Manufacturers and Drivers fully agree that they may be used by Pirelli for promotional purposes. For the sake of clarity, two appearances maximum per Competitor can be required during the season, both in the same Event or in two different ones.
- On request, the Competitor will be required to make one radio frequency available to the TV
 production company and allow its representatives to use selected recordings of radio
 conversations between the Competitor and its Drivers. Such material may be used without
 limitation for the television coverage of the Event.
- The Competitor acknowledges and agrees that SRO is party to an agreement with a video game developer who has developed, and will continue developing, a video game focusing on the Series. For that purpose, the Competitor agrees that it shall make its pit boxes, trucks, cars and any other aspects of the Competitor's operations on the Events available to the video game developer and its nominees for them to capture still and moving imagery required in order to aid the development and production of the video game. The Competitor further agrees to procure that Drivers and team personnel shall (upon request and reasonable notice) also make themselves available on the Events for dedicated interviews.
- All the material obtained, filmed or recorded by the TV production company and video social media producer, appointed by SRO for the Series remains the property of SRO, and the Competitor agrees, and shall ensure that its Manufacturers and Drivers fully agree that they may be used by SRO (or any person or company appointed by SRO) for the Series' TV distribution and by the SRO personnel (and by whosoever they explicitly authorise) for promotional and merchandising purposes regarding the Series.
- Competitors who are entered for the whole season (i.e. all Events) are entitled to record videos per event (with a maximum duration of 2mins of race action) for social media use only, provided that such videos are posted with the hashtag #GTWorldChAsiaand provided that each such video must be approved by SRO before public use or distribution to any third party. To produce this video, the Competitor must submit a media accreditation request (maximum 2 persons and 1 camera) before the relevant Event, in accordance with the accreditation guidelines set out in clause 11 of this Agreement. Competitors competing on an Event basis may be charged a camera fee per Event.
- Driver portraits for TV graphics are mandatory drivers must attend the official photo slot scheduled on the timetable.

7. ADVERTISING

- Certain locations on each car shall be reserved for SRO for advertising purposes. These locations are outlined in Appendix 3 of the Sporting Regulations as well as in the Graphical Charter and the Competitor must not sell sponsorship space to third parties in these locations. SRO retains the right to place, or to require the Competitor to place, such logos or sponsorship decals in these locations as it sees fit in its absolute discretion, and to change them without notice. Competitors must take this into account in their personal sponsorship deals.
- The Competitor is required to place on its cars and Driver/personnel clothing, and to maintain during all Events (including official test sessions), private tests, fairs or motor-shows and presentations, the stickers and embroidered overall patches provided by SRO representing the Series sponsors and/or logos in the relevant positions as specified in **Appendix 3** of the Sporting Regulations.

- No advertising forbidden by the law of the country hosting each Event will be allowed. The Competitor is responsible for ensuring any advertising on their cars, clothing or equipment is authorised by the country in question. It is within the rights of the SRO management to censor any advertisement considered unsuitable.
- During the term of this Agreement, the Competitor shall:

i. ensure that no branding is displayed on the cars, Drivers, tyres or any equipment belonging to or operated by the Competitor which advertises or suggests an association with any person for the purpose of promoting any brand association with the manufacture, retreading, sale or distribution of tyres other than Pirelli. The Competitor is to use the Pirelli Trademark, on all four corners of all cars competing in the Series, on the backdrops of its garage, and on each Driver overall and team uniforms;

ii. ensure that, in the event that the Pirelli Trademark is intended to be directly embroidered or printed on the Driver overall and team uniforms, the Competitor shall inform Pirelli in writing in advance of the identity of the relevant third party producer(s) (the "Third Party Producers") and the place of manufacture so that Pirelli may contact each of the Third Party Producers and have a separate agreement executed by each of the Third Party Producer to grant each of the Third Party Producers the right to reproduce the Pirelli Trademark on said Driver overall and team uniforms.

iii. acknowledge and agree that the reproduction of the Pirelli Trademark on any Driver overall and team uniforms by a Third Party Producer shall be unlawful and in violation of Pirelli or Pirelli&C. S.p.A.'s rights in and to the Pirelli Trademark until and unless the separate agreement (described at clause 8(f)(ii) above) has been executed by each of the relevant Third Party Producers;

iv. ensure that Drivers must wear the Pirelli podium cap from the time it is provided by SRO in the podium parc fermé, up to the end of the podium ceremony, except during the national anthems. During the press conference (if scheduled), Drivers must wear the Pirelli podium cap The Competitor is responsible for making sure its Drivers comply with these regulations. Any fines from Pirelli levied against SRO for infractions will be passed on to and immediately payable by the Competitor;

v. ensure it places its identification according to the design and specifications of the Pirelli Guidelines in the sizes and in the locations specified in the Sporting Regulations. Competitors must make sure that the stickers are in place at all times during the Events, paying particular care after repairs;

vi. ensure all the Drivers and mechanics must affix the Pirelli badges on the Driver's and mechanics' overalls according to the design and specifications of the Pirelli Guidelines in the sizes and in the locations specified in the Sporting Regulations. Please note that only the embroidered badges provided by Pirelli are authorized; no Pirelli logos may be embroidered directly. No badges for other tyre manufacturers are authorized on the overalls. No sponsorship of Drivers from companies associated with the manufacture, retreading, sale or distribution of tyres is authorised;

vii. ensure that it displays a Pirelli logo on the walls of its garage;

viii. ensure that it follows the recommended limits detailed in the technical booklet issued by Pirelli and received from SRO before the first official Event. Failure to respect these limits may result in sanctions;

ix. ensure that Drivers sign the acknowledgement of risks form issued by Pirelli and return the same to Pirelli and SRO before the first time they compete in the Series. A new form must be signed and returned to Pirelli and SRO promptly, should a Driver change teams;

x. on request, ensure that Drivers will be available for appearances (for a maximum period of fifteen minutes) in the Pirelli environment (Casa Pirelli or Fitting area). For the sake of clarity, two appearances maximum per Driver can be required during the season, both in the same Event or in two different ones; and

xi. ensure that it informs its Drivers of their obligations during an Event, such as press conferences, autograph sessions etc., and failure to enforce these duties will be reported to the Stewards of the Meeting-

8. PIRELLI TRADEMARK

- The Competitor acknowledges and agrees the following:
 - the Pirelli Trademark will not be used in combination with other trademarks, names or signs in such a way as to originate a new trademark as a combination of the Pirelli Trademark with such trademarks, names or signs;
 - no use rights on the Pirelli Trademark, other than the use rights herein set forth, are granted to the Competitor, by implication or otherwise;
 - Pirelli and/or its affiliates are the sole and exclusive owner throughout the world of the rights to the Pirelli Trademark and the Competitor shall not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest, or indicating in any manner that the Competitor has any ownership in the Pirelli Trademark or interest therein other than the right to use the Pirelli Trademark in accordance with provisions of this Agreement;
 - the use of the Pirelli Trademark which the Competitor will make as a result of this Agreement, to the purposes of the validity of the registrations and ownership of the industrial property rights associated with it, will inure to the exclusive benefit of Pirelli and/or its affiliates, as the case may be;
 - the Competitor will not take any advantage out of any circumstances of law or fact to claim rights on the Pirelli Trademark; however, should the Competitor for any reasons acquire any of such rights, the Competitor will assign such rights themselves to Pirelli and/or its affiliates, as the case may be, upon Pirelli's request and with no charge on Pirelli and Pirelli and/or its affiliates;
 - the Competitor shall promptly supply to Pirelli, upon Pirelli's request, proofs of use of the Pirelli Trademark;
 - the right to use the Pirelli Trademark is not sub-licensable, assignable or transferable by the Competitor to third parties; any attempted transfer or assignment shall be null and void:
 - upon expiration or early termination of this Agreement the Competitor shall promptly discontinue any use of the Pirelli Trademark and shall not adopt or use any trademarks, marks, names, symbols or logos similar to the Pirelli Trademark or confusingly similar to the Pirelli Trademark; and

the discontinuance of the use of the Pirelli Trademark upon expiration or early termination of this Agreement is an essential condition of this Agreement itself and that any use of the Pirelli Trademark by the Competitor after the expiration or early termination of this Agreement will be unlawful, abusive and prejudicial to the legal rights of Pirelli and/or its affiliates, in its capacity as the owner of the Pirelli Trademark, and will create no rights in the Competitor or any third party to claim any right.

9. PROMOTION

- The Competitor must ensure that its Drivers, wearing their team uniforms, will be available for an autograph session and, wearing their racing overalls, an official picture, a pit-lane walkabout and a pre-race parade, if such events are included in the official Event timetable and according to the formalities that will be communicated to the Competitor by SRO at each Event. Failure to attend those mandatory activities will be subject to decisions from the Stewards of the Meeting.
- The Competitor must ensure that its Drivers organise their travel arrangements in such a way that it does not affect any race weekend commitments such as, for example, podiums, press conferences, briefings, photo sessions etc. Failure to attend those mandatory activities will be subject to decisions from the Stewards of the Meeting.
- The Competitor must ensure that its Drivers are available from the administrative checks until the end of the Event, according to the official Event timetable. For the avoidance of doubt, it is intended that all Drivers remain at the Event for the post-race press conference(s) or ITVs requested by the press and any awards and/or podium ceremonies. Drivers may not leave the Event until its schedule closes unless otherwise agreed in writing by the Race Director. Failure to attend the press conference will result in a report to the Stewards of the Meeting.
- The Competitor fully agrees that SRO (and whosoever it authorises) and the companies sponsoring the Series may use their activities and achievements in the Series for advertising, press and public relations and commercial purposes. The Competitor also agrees that in any advertisement or promotional materials that are produced by the Competitor relating to the Series, the full name of the Series and its logo will be displayed in a prominent position on the front of any such materials.
- The Competitor authorises SRO to use, reuse and allow the use of images (whether still or moving) and representations of the vehicles taking part in the Series, of the names, images and representations of the Drivers, the teams and their equipment, including the logos and stickers of all their sponsors and/or of the entrants, for the purpose of producing the promotional materials necessary to promote the Series and that of any official Series sponsor.
- Representatives of the top three placed Competitors and the Drivers finishing in the top three positions in the classification of each category must make themselves available for the end of season prize giving ceremony, location and date to be confirmed.

10. **MEDIA**

- Members of the press and Competitor media representatives will be accredited for each Event. Applications should be made to the Championship Press Officer, one week before the Event.
- Please note that the Competitor and its Drivers should abide by the following rules when issuing press releases:
 - The Series logos must only be used according to the guidelines issued in the Graphical Charter. They must never be placed in proximity to a commercial logo (such as a team logo / sponsor name) in order to suggest a link;
 - SRO should be contacted for confirmation if the logos are to be used in any other way;

- Photos from the Series websites are subject to copyright. The Competitor may use them for its electronic communications to accompany press releases or to illustrate websites, provided that SRO (or any other photographers mentioned) are clearly credited. Rights fees will be payable for all printed uses;
- In signing up for the Series, the Competitor is subject to the rules and regulations of the FIA/MAM, including the FIA International Sporting Code. In particular article 12.1.1.c of the Sporting Code states that any act prejudicial to the interests of any competition or to the interests of motor sport generally can be considered as being in breach of the Sporting Code, and sanctions can be imposed; and
- The Competitors are reminded that any information given out in team manager meetings is confidential and must not be given out to the press unless otherwise indicated.
- When issuing press releases in accordance with clause 11(b) above, the Competitor and its Drivers shall seek prior written permission from SRO before issuing any such press release.

11. MERCHANDISING

- The Competitor authorises SRO to use, reuse and allow the use of images and representations of the vehicles taking part in the Series, of the names, images and representations of the Drivers, the teams and their equipment, including the logos and stickers of all their sponsors and/or of the entrants, for the purpose of producing merchandising products to be sold to the general public.
- The Competitor is aware and fully agrees that SRO and whosoever it authorises, own the exclusive right to produce or authorise the production of merchandise relating to the Series including the production of interactive / video games based on the Series and games containing individual elements of the Series.
- The Competitor is aware and fully agrees that SRO and whosoever it authorises, own the exclusive right to produce or authorise the production of merchandise relating to the Series including the production of non-fungible tokens (NFTs) based on the Series and containing individual elements of the Series.

12. ADMINISTRATION

- The Competitor must abide by the information issued in the form of "Team Information" (a document to be provided to the Competitor prior to each Event by SRO) and according to the official timetable for the Event concerning administrative checks, technical scrutineering, checks on Driver equipment and briefings.
- The Competitor should notify SRO as soon as possible of any changes of Driver, in order to facilitate communication and promotion.

13. PRESENTATION

The Competitor must abide by the following prescriptions as well as those from the Graphical Charter.

- Car presentation: At the beginning of the Event, race cars and all other vehicles must be clean, in a perfect state of presentation and in running order.
- Presentation: The Competitor shall undertake to maintain its garage in a proper way and to fit it out with suitable flooring and panels as per the Series' colours.

- Official Series decals/stickers must be carried according to the instructions laid out in **Appendix** 3 of the Sporting Regulations.
- Race cars must carry official Series decals at all times, from scrutineering onwards, including:
 - 1. Windscreen banners must not be modified and must be replaced when damaged; and
 - 2. Race numbers. One must be placed on the windscreen and one must be placed on each side window
 - 3. Sponsor stickers:
 - 6x RESERVED SPACES
 - 4x CORNERS
 - 2x SIDE SKIRTS
 - 4x PIRELLI: one on each corner of the car
 - 2x BODYWORK NUMBER STRIP on each door
 - 2x DIXCEL on side skirts
 - 2x AWS on rear winglets
 - 1x ASETTO CORSA front number plate
 - 1x FANATEC rear number plate
 - 1x ELF on fuel tank cap
 - 1x GT3/ GT4/ GTC on rear of car
- Starting Grid Presentation: Each Competitor must order a "Starting Grid Display Package" (which includes the following items: 1 beach flag, 1 Nationality flag which will have to be displayed at each Event on the starting grid as well as in the paddock during the whole Event, in order to conform with the Graphical Charter and the Sporting Regulations. It is the responsibility of the Competitor to order the Starting Grid Display Package, with SRO. If an item of the Starting Grid Display Package is lost or damaged during the season, it is the responsibility of the Competitor to order a replacement with SRO. Each Competitor needs to display the Starting Grid Display according to the following: dry weather beach flags and national flags are mandatory,
- Official decals may not be reduced, cut or altered without written permission from SRO and decoration of the car must take into consideration the placement of official stickers. All decals as well as race numbers are available from the SRO office at each Event.
- Advertising position on cars and Drivers' overalls: The Competitor is required to display the stickers and overall embroidered patches provided by SRO, representing the Series sponsors, in the relevant positions as shown in **Appendix 3** of the Sporting Regulations during all Series events, private tests, fairs or motor shows and presentations.
- Professional Manner: the Competitor shall, and shall procure that its employees, agents and contractors (including, but not limited to, its Drivers) shall, at all times represent SRO and the Series in a professional manner and shall not release anything into the public domain (notably, but not limited to, releases through social media) that may be construed as negative or have a damaging effect in any way on the reputation or business of SRO or any of the Events.

14. PADDOCK, GARAGE ALLOCATION, HOSPITALITY UNITS AND MOTORHOMES

- Paddock and Garage Allocation
 - No personal cars are allowed in the paddock at any time.
 - The Competitor may have access to the paddock with its service vehicles and motor homes, according to the times and formalities that will be communicated by means of "Team Information" (see clause 12(a)) before each Event. Any access at other

times must be previously explicitly authorised in writing by SRO. Verbal permission obtained from the Event Organiser will not be considered as valid.

- o If the Competitor parks any vehicles inside the paddock area, including trucks, cars, camping cars (including caravans), or any other vehicle with an engine it must protect the ground under the engine. An impermeable protection will have to be used in order to protect and prevent any possible leak of oil/fuel or any other dangerous fluids into the environment. For example, suitable protection would be a plastic protected by a carpet large enough to cover the ground under the fuel tank and engine. Should a team/supplier/Competitor fail to abide by this rule, a financial sanction will be imposed after the Event.
- SRO recomments that the competitor minimize the use of fossil fuel powered scooters across paddock transportation, either through replacement with escooters, or reduction in use of traditional scooters.
- Bikes and quads must be driven slowly inside the paddock area and must be on all wheels at all times. Any team member driving without due care and attention will be reported to the Stewards of the Meeting.
- The race cars may move inside the paddock only if driven by a person in possession of a regular driving licence, who must be properly seated in the driving seat and in total control of the car.
- Repeated infringement of these paddock rules will be reported to the Event Organiser and SRO and may result in the vehicle passes being withdrawn.
- Garage access for SRO staff and officials: The Competitor must ensure that their garage is accessible at all times to the SRO staff and officials as well as the media. Should the Competitor fail to comply with this clause, it will be reported to the stewards of the meeting and disciplinary consequences may follow accordingly.
- Paddock access to the public: The Competitor should be as visible to the public as possible. SRO strongly encourages the Competitor to be accessible to fans whenever possible therefore awnings and/or garages should be open as often as possible for race fans to have a glimpse of what goes on within the garages or awnings.
- The Competitors must not leave any tyres and/or drums (oil or fuel) and or any other kind of waste in the paddock or wherever else at the circuit. The competitor must ensure all waste created is correctly separated and fed into the circuits' existing recycling infrastructure. Any Competitor failing to adhere to these rules will be charged by SRO
- Competitor pit garage and team areas: SRO, the Circuit and the Organiser of the Event cannot be held responsible for any thefts to any personal or team effects left unsupervised.

- Hospitality Units and Motorhomes

O Hospitality Unit: The Competitor will be allowed to set up a Hospitality Unit at the Event. Hospitality Unit means a place where catering is served to the Competitor's personnel and/or guests. The Competitor will be granted ground space of 60m² (sixty square metres) per car. For ground space in excess of 60m², a fee will be charged.

- All hospitality areas that will be temporarily built up by the teams/supplier/promoters/sponsors will have to provide their homologation and insurance certificates to the local companies that will be present for safety and security reasons. SRO recommends the Competitor is in possession of these documents at (and throughout) all Events.
- The space allocation for the hospitality and catering motorhomes shall be approved by SRO, when the accurate dimensions of the units shall be sent by the Competitor to SRO. The placing of the aforesaid vehicles and hospitality areas will be determined by SRO with reference to the characteristics of the circuits.

All Competitor hospitality guests must wear an official pass delivered by SRO. Water and electricity charges for the hospitality units will not always be readily available.

- Larger sponsor or guest receptions are to be exclusively organised under SRO's responsibility by hiring the needed paddock space (rate on request).
- Any cable, pipes and wiring crossing zones where vehicles may transit, must be covered by the Competitor with hard sheathings. All safety measures stipulated by the law must be complied with by the Competitor and potential danger signs must be placed by the Competitor on any items of equipment that may be a source of danger for the public or other persons.
- SRO recommends that the Competitor offers at least one vegetarian and one vegan meal option to guests and staff within the Competitor's Hospitality Unit.
- SRO recommends that the Competitor separate all food waste correctly and other compostable materials generated at the Hospitality Unit, and work with circuits to ensure it can be centrally collected for composting or similar (if relevant circuit infrastructure is in place).
- SRO recommends that the Competitor must eliminate single use plastic usage across their hospitality areas.

15. **SEASON AND EVENT PASSES**

- The Competitor is responsible for its team members and guests with regards to the allocation of season passes and Event passes; these must be worn at all times during the Events. The Competitor takes full responsibility at Events to ensure that team members and guests are not found in restricted zones.
- The Competitor will be given 18 personal passes per car. The details and allocation of passes will be listed in the first Team Information pack that will be sent before the first Event.
- The Competitor acknowledges that SRO is not authorised to grant any passes to the Competitor in addition to the allocation mentioned above Additional weekend grandstand, paddock passes and Grid Walk wristbands can be purchased from SRO.
- The Competitor acknowledges and agrees that any passes supplied by SRO to the Competitor (or a nominee of the Competitor) granting attendance at an Event are supplied on the express condition that the recipient, by accepting the pass, agrees to waive any claim he might have now or in the future against SRO, its personnel, agents, representatives and employees, MAM, the organisers, promoters, circuit owners, each team (other than the Competitor) and its personnel, agents, employees and contractors (each an "Indemnified Party"), and the

Competitor hereby indemnifies each Indemnified Party against any and all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and other professional fees) incurred by that Indemnified Party in connection with any personal damage, death, injury or loss of any kind the pass bearer may suffer because of, or in relation to, his or her presence during the Event. This indemnity does not apply insofar as injury or death is caused as a result of the negligence of the Indemnified Party.

- The Competitor must sign for the receipt of its passes. By accepting the delivery of the passes, the Competitor also agrees to the conditions concerning the issue of the passes and to give notice of these conditions to any person to whom it may deliver the personal pass, while remaining responsible for their observance.
- The passes are subject to the following restrictions:
 - 1. The passes may be used for access to the zones listed on the front side of the pass;
 - Named photo passes may only ever be worn by the person in question. If any passes
 are discovered being used by the wrong person, they will be withdrawn by the security
 team. A replacement pass will then need to be purchased;
 - 3. The passes must be kept with care and worn around the neck by the person to whom the pass has been delivered, in a clearly visible way at all times; and
 - 4. Car passes must be affixed and be clearly visible, even when parked.
- SRO and the Event Organiser retain the right to immediately remove from the Event any person
 who may be discovered in violation of the rules included in this Agreement, to permanently
 confiscate a season pass delivered to such a person and to take legal proceedings against the
 same.
- Following the Covid-19 Protocol, specific rules may be imposed at certain Events. Teams will have to abide those rules and will need to supply a nominative list if required.

16. INSURANCE LIABILITY

- SRO has entered into a partnership agreement with Gullwing Insurance in relation to the Series. The Competitor agrees that SRO is not offering the Competitor insurance or undertaking any regulated activity in relation to insurance. SRO has merely introduced this opportunity to the Competitor and the Competitor needs to satisfy itself of the benefits of using Gullwing Insurance and the terms of any insurance policy offered by Gullwing Insurance. All claims under the relevant insurance contract are to be made against Gullwing Insurance and SRO shall not be liable in any respect for any claims made.
- As a minimum, each Competitor must have Public Liability Insurance of a sum of GBP £10 million (ten million pounds) or equivalent and must be able to show the certificate when requested.

17. COPYRIGHT AND INDEMNITY

- The Competitor and any third parties involved, individually or with the Competitor or by means of any representative or agent, may not procure, solicit, or organise any consignment of gadgets, products, advertisements, clothing or any other items provided from other sources that may represent or feature Series logos, registered brands and copyrights and any image in use or related to the Series without the previous written authorisation by SRO.
- Images, pictures, recordings or representations of participation in the Series or of association with the Series from Manufacturers, Drivers and Competitors, may be used by the Competitor for commercial purposes, only with the prior written consent of SRO. No consent will be

required for normal communication concerning the progress of the Series.

- All rights to broadcasts, recordings, transmissions via cable or satellite, digital, video, VOD, Internet and interactive and other rights concerning media activities related to the Series and to other associated events, are the exclusive property of SRO. Any recording, broadcast or use of material without previous written consent from SRO is forbidden. Manufacturers, the Competitor, entrants and teams, who are regularly registered in the Series, may obtain permission from SRO, for the use of television materials for their own promotional purposes.
- The Competitor shall indemnify and hold harmless SRO for any and all losses that it may incur as a result of any breach of any obligation of the Competitor under this Agreement, including (but not limited to) any losses that SRO may incur: (i) as a result of any claim made against SRO that its use of the Competitor's intellectual property in accordance with this Agreement infringes the intellectual property rights of a third party; (ii) as a result of a breach by the Competitor of a provision of this Agreement that causes SRO to be in breach of any agreement it has with any third party; or (iii) as a result of any claim made against SRO or any of its officers, employees, consultants or partners (including any action taken by a regulator) in respect of any actual or alleged breach of clause 19.
- Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injuries resulting from the negligence or fraud of that Party (or of its employees while acting in the course of their employment).
- Subject to clause 16-1161950960.-, neither Party shall be liable to the other for any actual or alleged:
 - indirect or consequential loss arising from breach of contract, tort or otherwise; or
 - any loss of profits, anticipated profits, anticipated savings or loss of business or opportunity, whether such losses are direct or indirect.
- Subject to clause 16-1161950960.-, the maximum aggregate liability of SRO under this Agreement in contract, tort (including negligence) or otherwise in respect of any proven breach by SRO (in respect of any one or more incidents or occurrences) shall be limited to an amount equal to the amount of the Entry Fees actually received by SRO from the Competitor on the date on which such liability first arises.

18. CONFIDENTIALITY AND DATA PROTECTION

- The Parties agree and undertake to each other to use all possible measures to keep confidential and shall not by any act or omission disclose to any person whatsoever, or use or exploit commercially for its or their own purposes, in the case of the undertaking by SRO any Confidential Information of the Competitor and in the case of the undertaking by the Competitor any Confidential Information of SRO other than:
 - i. to their respective officers, employees, lawyers, auditors, financiers or other regulated professional advisers; or
 - ii. to such persons as are mutually agreed in writing; or
 - iii. to the extent necessary to enable such Party to properly exercise its rights under this Agreement or to carry out its obligations under this Agreement; or
 - iv. to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority or Government or administrative body or pursuant to any order of court or other competent authority or tribunal, provided that the disclosing Party shall stipulate and take all reasonable steps to ensure that any aforementioned recipient of Confidential Information respects, observes and safeguards as

- For the purposes of Clause 20 (a), "Confidential Information" includes:
 - i. the commercial contents of this Agreement; and
 - ii. any information which is expressly indicated to be confidential or is imparted to the other Party in circumstances importing an obligation of confidence, provided that Confidential Information does not include, and the confidentiality obligations pursuant to this Agreement shall not extend to, any information which:
 - was legitimately already in a Party's possession or any aforementioned recipient's possession or otherwise legitimately available to such Party or any aforementioned recipients on a non-confidential basis prior to its disclosure to such Party or any aforementioned recipient by the disclosing Party;
 - becomes available to a Party or any aforementioned recipient on a nonconfidential basis from a source other than from the disclosing Party who is lawfully entitled to make such disclosure;
 - 3. is independently developed by a Party or any aforementioned recipient; or
 - 4. the Parties agree in writing is not confidential or may be disclosed.
- Without prejudice to clause 20 (a), neither Party shall at any time following execution of this Agreement announce, publish or disclose to a third party the existence of this Agreement without first having obtained the prior written consent of the other Party to any format and wording proposed to be used in such announcement, publication or disclosure to a third party.
- If either Party becomes required, in circumstances contemplated by clause 20 (b) (ii) (4), to disclose any Confidential Information it shall give to the other Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the other Party, having due regard to the other Party's views, and take such steps as the other Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.
- For the purposes of this clause 20, the phrases "data subject", "personal data", "processing", "data processor" and "data controller" shall have the meanings given to them in Privacy Laws.
- The Parties acknowledge and agree that they may each have access to and, in their capacity as a data processor (each a "**processing Party**") process personal data owned or controlled by the other Party that is subject to the provisions of Privacy Laws, as set out in this Agreement. In each case, the processing Party shall ensure that any personal data that it supplies to another Party shall comply with all Regulations including the requirements of Privacy Laws, and each Party shall comply with the relevant obligations of Privacy Laws when processing that personal data.
- Each Party shall comply with its respective obligations under the Privacy Laws in relation to any personal data that is subject to clause 20-1161950960.- above. Without limitation, where a Party is acting as a data controller, it shall ensure that it has all necessary rights and permissions in place, and has otherwise complied with all other applicable aspects of the Privacy Laws, to enable the lawful transfer of such personal data to, and the processing by, the processing Party for the purposes set out in this Agreement. Further, the processing Party shall, without prejudice to its other rights or obligations, in respect of its processing of the relevant personal data:
 - process the personal data only in accordance with the data controller's written instructions (unless required by law to which the processing party is subject, in such case, the processing Party shall inform the data controller of such legal requirement before processing, unless such law prohibits such information on an important ground of public interest);

- ensure that any person authorised to process such personal data in connection with this Agreement is subject to an appropriate contractual or statutory obligation of confidentiality;
- o take all measures required pursuant to Article 32 of GDPR;
- not appoint a sub-processor without the prior written consent of the data controller, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-contractor which includes terms which are substantially the same as the terms set out in this clause 18-1161950960.-;
- assist the data controller by appropriate technical and organisational measures in responding to, and complying with, the exercise of data subject rights set out in GDPR Chapter III;
- assist the data controller to ensure compliance with the obligations set out in Articles 32-36 of GDPR, taking into account the nature of the processing and information available to the processing Party;
- unless otherwise required by the Privacy Laws, return or delete, at the data controller's sole discretion, all personal data upon the termination of the processing activities carried out under this Agreement;
- immediately inform the other Party upon becoming aware of any personal data breach;
- not transfer personal data to a country or territory outside the European Economic Area except with the prior written consent of the data controller, not to be unreasonably withheld, and subject to such safeguards for the relevant transfer as agreed between the Parties; and
- make available to the data controller all information necessary to demonstrate compliance with the obligations set out in Article 28 of GDPR and allow for and contribute to audits, including inspections, conducted by the data controller or its nominated auditor.
- Prior to either Party processing personal data on behalf of the other Party pursuant to clause 20-1161950960.- above, the Parties shall agree in writing: the duration of such processing; the types of personal data which are to be processed; the categories of data subject to whom such data relates; and the nature of processing.
- Where SRO processes any personal data of relating to any personnel of the Competitor, in its capacity as a data controller, it will do so in accordance with its obligations under the Privacy Laws, including in accordance with the relevant privacy notice made available to the relevant Competitor personnel.

19. **TERMINATION**

- Either Party may terminate this Agreement immediately on written notice to the other Party if:
 - the other Party is in breach of any material term of this Agreement, which is incapable of remedy or, where such breach is capable of remedy shall have failed to remedy the breach within 10 days of notice in writing from the Party not in breach stating the breach and requiring its remedy;
 - the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or any other action occurs that either Party reasonably believes may lead to an insolvency event;
 - the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

- o there is a change of control of the other Party.
- SRO shall have the right to terminate this Agreement on not less than three (3) months written notice to the Competitor.
- In the event of expiry or termination of the Agreement the following clauses shall remain in full force and effect: 19, 20(c) and 21.

20. GENERAL REPRESENTATIONS AND PROVISIONS

- All rights not expressly granted, including all Commercial Rights, are expressly reserved to SRO
- This Agreement shall become effective upon its signature and shall be returned to SRO by the end of the first Event in which the Competitor takes part and shall expire on December 31st, 2022.
- This Agreement and all rights or benefits granted or conferred hereunder are strictly personal to SRO and the Competitor and may not in whole or in part under any circumstance be sold, assigned or sub-licensed. Neither Party shall be entitled to transfer, sublicense, assign or convey any of its rights and/or obligations under this Agreement, in whole or in part, to any third party, without the prior written consent of the other Party.
- Each of the provisions contained in this Agreement is distinct and severable and a declaration
 of invalidity or enforceability of any such provision or part thereof shall not affect the validity or
 enforceability of any other provision hereof.
- All clause headings are included in this Agreement for convenience and are not to be construed
 as affecting the interpretation of this Agreement in any way.
- This Agreement of which the attached Appendices form an integral part shall constitute the entire agreement between the Parties.
- This Agreement and any non-contractual obligations arising out of it shall be governed according to the laws of England and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England. If any provision of this Agreement shall be determined by any court or other tribunal of competent jurisdiction to be void or unenforceable all other provisions of this Agreement shall nevertheless continue in full force and effect.
- If either Party is delayed or prevented from carrying out any or all of its obligations under this Agreement (save only any obligation to pay money) due to any Force Majeure event, that Party shall be excused performance of such obligation for as long as and to the extent that the Force Majeure event continues and providing that: (i) the Party relying on the Force Majeure event notifies the other Party in writing no later than seven (7) days after its commencement; and (ii) in the event that such Force Majeure event continues for a period exceeding thirty (30) days following such notice, the Party unaffected by the Force Majeure event shall be entitled to terminate this Agreement with immediate effect by notice in writing to the affected Party and without any liability accruing to either Party.

21. ENVIRONMENTAL GUIDELINES AND COMPULSORY MEASURES

SRO has established Competitor Environmental Guidelines in accordance with SRO Motorsports Group Sustainability Strategy. The guidelines address the topics of Competitor carbon emissions, water and waste management and recommend best practice procedures to be put in place by the Competitor, in order to improve each event's environmental footprint. Following the listed guidelines will contribute towards more sustainable operations, which will benefit the overall environmental performance of the Competitor as well. The guidelines were compiled in accordance with current environmental policies for carbon reduction and carbon footprint improvement. An exhaustive list of the environmental guidelines is set out in Appendix 4, and several have already been included in relevant sections of this Agreement.

The Competitor must comply with the following environmental measures:

Carbon offset fee for carbon neutral participation: The competitor must pay carbon offset fee included in relevant Entry Fees, which compensates the Competitor's carbon footprint related to the event or the Series, born by the Competitor's traveling and accommodation, logistic operations and event operations carbon emissions. The Competitor's offsetting contributions ensure carbon neutral participation and will be invested towards a forest restoration project. The carbon offsetting fee has been calculated with extrapolation of team sample data.

Single use plastic ban: The Competitor must eliminate single use plastics across their hospitality zones, team area and pit areas within the paddock by switching to reusable alternatives for all existing single use plastic.

IN WITNESS WHEREOF the Parties have entered into this agreement on the date first above written.
SIGNED for and on behalf of
SRO MOTORSPORTS ASIA LIMITED by Benjamin Franassovici having full power to bind.
SIGNED for and on behalf of
(COMPETITOR NAME)
by (name) having full power to bind.

Appendix 1: 2022 FANATEC GT WORLD CHALLENGE ASIA POWERED BY AWS Calendar



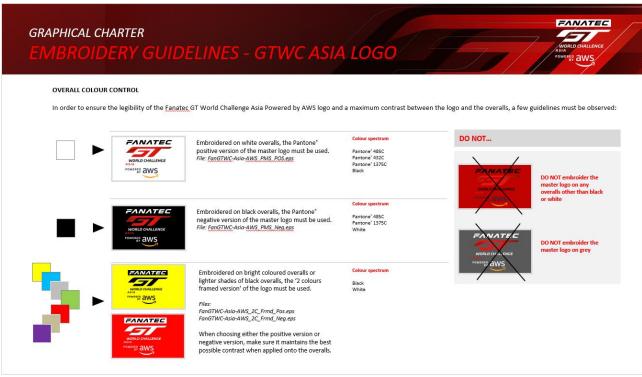
Appendix 2: PIRELLI TRADEMARK

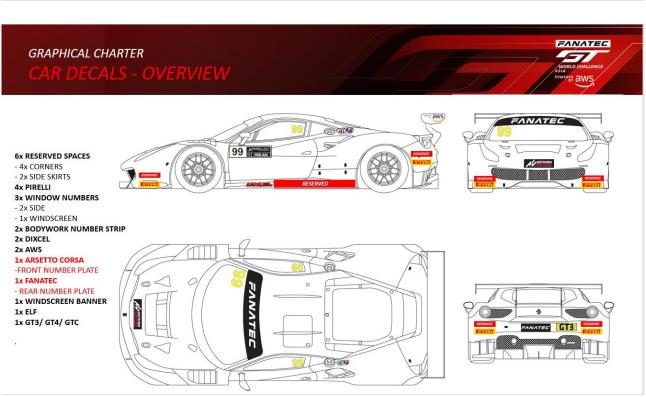


Appendix 3: GRAPHICAL CHARTER



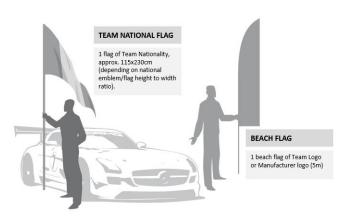
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GRAPHICAL CHARTER TEAM PRESENTATION ON THE GRID

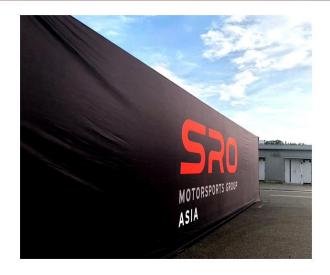






GRAPHICAL CHARTER TEAM PRESENTATION IN THE PADDOCK





NOTES

Full-season teams must use a container cover throughout every race weekend.

Contact Sabrina at Sabrina.yee@sro-motorsports.com and copy joanne@sro-motorsports.com if you need assistance ordering any Team Grid Display or Team Container Cover item.

Appendix 4: ENVIRONMENTAL GUIDELINES

The following guidelines address the topics of competitor carbon emissions, water and waste management and recommend best practice procedures to be put in place by the competitor, in order to improve the event's environmental footprint.

1.CARBON EMISSIONS

- **a. Carbon reporting:** Competitor to submit all required data sets to SRO for accurate measurement of SRO's carbon footprint, when requested, including details of:
 - i. All employee travel (numbers of employees, distances travelled, and modes of transport used);
 - ii. All logistics (quantity of fuel consumed, total freight moved (and modes of transport used);
 - iii. Any events emissions (all forms of fuel consumed at events for scooters, generators and equivalents);
 - iv. Total electricity consumed at facilities away from tracks;
- **b. Carbon neutrality:** Competitor to commit to creating a carbon reduction plan in order to reduce their emissions from logistics, travel and event operations.
- **c. Competitor's facility electricity**: Competitor to commit to using renewable electricity, where available, and create a transition roadmap for how this will be achieved.
- **d. Lower carbon diets:** Competitor to offer at least one vegetarian and one vegan meal option to guests and staff within the competitor's hospitality sites.
- **e. Logistics**: Competitor to transition all trucks to be at least Euro 6 standard to limit carbon and air quality impacts from logistics.
- f. Employee travel: Competitor to introduce employee travel carbon reduction plans, which should include:
 - i. Limiting/ reducing the number of team members taken to each race where possible;
 - ii. Prioritizing lower carbon forms of travel such as train travel or car travel rather than flying;
 - iii. Increasing the hire of EVs/ Hybrids for transportation where possible;
 - iv. Carbon compensation for all flights in cases where flying is unavoidable;
- **g. Scooters:** Competitor to minimize the use of fossil fuel powered scooters across paddock transportation, either through replacement with e scooters, or reduction in use of traditional scooters.

h. Generator use:

- i. Competitor to create a roadmap for full replacement of all ICE generators with lower or zero carbon alternatives;
- ii. Competitor to eradicate use of space heaters at race events if currently used;

2. WATER

a. Water consumption:

- i. Competitor to avoid excessive washing of trucks in the paddock area, to reduce total paddock water consumption;
- ii. Competitor to fix and prevent all possible leaks during race weekends;
- **b. Clean discharge:** Competitor to work with circuits to ensure all wastewater discharged is done so in a safe manner, and does not cause any contamination of water causes or the local environment.
- **c.** Chemicals: Competitor to work with circuits to ensure all chemicals used are safely discharged in the appropriate manners.

3. WASTE

a. Waste management and recycling:

- i. Competitor to ensure all waste created is correctly separated and fed into circuits existing recycling infrastructure:
- ii. Competitor to create a waste minimization plan to reduce total quantity of waste generated at race weekends;

b. Single use plastic:

- i. Competitor to eliminate single use plastics across their hospitality zones, team trucks and pit areas within the paddock by switching to reusable alternatives for all existing single use plastic;
- ii. Competitor to communicate that they are single use plastic free through communication channels;
- **c. Food waste:** Competitor to correctly separate all food waste and other compostable materials generated, and work with circuits to ensure it can be centrally collected for composting or similar (dependent on circuits infrastructure).

d. Tyre collection;

- i. Competitor to ensure 100 of tyres used are sent back to SRO's type partner for recycling;
- ii. Competitor to ensure no tyres are sent to landfill;

