

## **STAKEHOLDER COMMITMENT TO COMPLY WITH THE COVID-19 CODE OF CONDUCT**

Acknowledging the need for special measures in light of the COVID-19 pandemic, in consideration for being granted access to events that include a ERC competition staged as part of the 2020 FIA World Rally Championship (Covered Events), the undersigned party (the Stakeholder) acknowledges and agrees as follows:

1. Subject only to clause 5 below, the Stakeholder agrees to be bound by and undertakes to comply in all respects with the COVID-19 Code of Conduct issued by the FIA (including as that Code may be amended from time to time) in respect of any and all employees, contractors, agents, representatives, consultants, or other individuals that the Stakeholders sends to a Covered Event for any purpose (each, an Attendee).
2. The Stakeholder agrees only to send Attendees to Covered Events that:
  - a. are Fit to Attend (as that term is defined in the COVID-19 Code of Conduct).
  - b. have signed a copy of the form attached as Schedule 1 hereto (the Attendee Commitment), and a copy of the signed form has been provided to the COVID-19 Delegate (as that term is defined in the COVID-19 Code of Conduct).
3. To the extent that the Stakeholder contracts or sub-contracts with any third parties to send individuals to Covered Events, the Stakeholder will procure that each of those third parties (its contractors/sub-contractors) also signs a Stakeholder Commitment in the same form as this one, and returns it to the Stakeholder together with Attendee Commitments signed by each of those individuals. The Stakeholder will check the Stakeholder Commitment(s) and the Attendee Commitments received from such third parties upon receipt to ensure that they have been properly completed (i.e., names and dates of signature inserted) and signed. Thereafter it will store the original Stakeholder Commitment(s) and the Attendee Commitments safely and securely until the FIA either (a) requests them (in which case the Stakeholder will deliver them to the FIA by return); or (b) asks the Stakeholder to destroy them (in which case the Stakeholder will destroy them without delay and will provide written confirmation to the FIA that it has done so).
4. If the Stakeholder has a contract with the FIA, it agrees that this Stakeholder Commitment constitutes a valid and binding supplement to that contract, and that in case of conflict between that contract and this Stakeholder Commitment, this Stakeholder Commitment shall prevail.
5. As between the Stakeholder and the FIA, Article 4.4 of the Code of Conduct shall not apply. Instead, if there is currently a contract between the FIA and the Stakeholder that contains dispute resolution provisions (including governing law and jurisdiction provisions), those provisions will apply in the case of any dispute. If not, the following provisions shall apply in the case of any dispute:
  - a. This Stakeholder Commitment (including any claim or controversy arising out of or relating to it or to the COVID-19 Code of Conduct) shall be exclusively governed by, and construed in accordance with, French law, without regard to any conflict of law principles that could mandate the application of laws of another jurisdiction.

- b. All disputes arising out of, or in connection with, this Stakeholder Commitment and/or the COVID-19 Code of Conduct shall be submitted to the exclusive jurisdiction of the Tribunal Judiciaire de Paris.
- c. Where the COVID-19 Delegate decides for any reason that an Attendee of the Stakeholder should be ejected from and denied any further access to a Covered Event, that decision must be accepted and implemented immediately by the Stakeholder and the Attendee without challenge, save that any claim that such ejection and denial of access is a breach of rights for which compensation should be paid may be pursued in accordance with the foregoing provisions of this clause 5.

Signed on \_\_\_\_\_ 2020, in two (2) original copies.

\_\_\_\_\_

\_\_\_\_\_

.....\*

Represented by:

Title:

\* Insert legal name of Stakeholder party

Schedule 1

**ATTENDEE COMMITMENT**

In consideration for being granted access to events that include a ERC competition staged as part of the 2020 FIA World Rally Championship (Covered Events), I hereby acknowledge that I have read and understood the COVID-19 Code of Conduct issued by the FIA, and I agree to be bound by and undertake to comply with that Code of Conduct in all respects (including as it may be amended from time to time) for so long as I am attending or planning to attend Covered Events.

Signature:.....

Name: .....

Date: .....