

AGREEMENT #2

Moscow

the « ____ » _____ 20__

TechnoMarketingSolution Ltd, represented by its General Director Irina Vladimirovna Ilyinykh acting under the Articles of Association, being the Organizer of the International Silk Way Rally 2021 competitions (hereinafter, the Organizer) and **the Applicant** (participant) jointly hereinafter referred to as Parties, have concluded this agreement (the "Agreement") as follows:

Definitions

Organizer means TechoMarketingSolution Ltd. The Organizer is the official Promoter of the competition and is in charge of the organization, marketing and promotion of the Event including media coverage on the Internet and in mass media.

The Organizer has all the rights connected with any mentions of the International Silk Way Rally (Silk Way Rally 2021), including but not limited to the right of broadcasting, distribution and any commercial rights provided under Federal Law 329-FZ dated 04.12.2007 about Physical Culture and Sport in the Russian Federation (the "PHCS Law") and other rights of an organizer under the said law.

Promoter (promotion) means the person in charge of the Event promotion for end users (viewers).

Event means the International Silk Way Rally (Silk Way Rally, SWR), a competition consisting of one round of the Rally Raid World Cup, one round of the Cross-Country Rallies World Championship (both including administrative and technical checks), and 10 stages in the territories of Russia and Mongolia (collectively, the "Event").

Applicant means a natural or legal person representing a pilot/ pilots applying for participation in the Event, having a relevant valid license issued by the RAF, the International Automobile Federation (FIA) or a National Sporting Authority (ASN) designated by FIA, the International Motorcycle Federation (FIM) or a National Sporting Authority (ASN) designated by FIM.

1. General Provisions

- 1.1. By signing this Agreement the Applicant confirms his/her readiness to participate in the Event and undertakes to comply with and rely upon the FIA/FIM regulations and the provisions of this Agreement including but not limited to:
 - the International Sporting Code, the Russian Automobile Federation's Sporting Code and Appendices thereto;
 - the Sporting Regulations (hereinafter, the "Regulations"), and any attachments and published Bulletins making and integral part of the Regulations;
 - other rules and regulations and regulatory documents of the Organizer (hereinafter collectively referred to as the "Event Regulatory Documents").
- 1.2. The Applicant acknowledges that he/she/it bears personal responsibility for the compliance with this Agreement by the Applicant's pilots and staff. The Applicant shall be held liable for any damage caused to the Organizer directly by the Applicant or by the staff and pilots of the Applicant during the term of this Agreement.
- 1.3. The Applicant acknowledges and agrees that in case of failure to comply with the norms, rules and obligations under this Agreement and under the Event Regulatory Documents, the Russian Automobile Federation and/or the Organizer may apply sport sanctions and/or other punitive measures in conformity with the regulations of the Russian Automobile Federation and/or the Organizer.

2. Duration of the Agreement

- 2.1. This Agreement takes effect once signed by both Parties and regulates the relations between the Parties arising after 01.03.2021, and shall be valid till 28.02.2022, unless terminated earlier in conformity with Clause 6 below.

3. Use of Rights

3.1 The Silk Way trademark and the logo bearing the image of a white tiger are the exclusive property of the “Silk Way Rally” Association for the Support and Development of Motorsport. The circle of persons authorized to use the name and logo of the rally is strictly limited to the Organizer, the Event Partners and the Authorized Licensees. Any use of the “Silk Way” logotype for commercial purposes is strictly forbidden. Any modification of the “Silk Way” logotype is strictly forbidden.

3.2 The Applicant may use the name and/or the logotype (trademark) of the Event in its official information resources and advertising materials concerning the participation in the Event. The Organizer reserves the right to demand adjustments to any information or advertising materials not conforming to the Organizer’s requirements and the applicable laws of the Russian Federation.

3.3 The Applicant confirms to be aware of the Event Regulatory Documents and the requirements as to the official use of the Event name, the SWR logotype (trademark) and its derivatives, and the logotypes and trademarks of the Event Sponsors.

3.4 For the purposes of the Event media coverage and promotion, all the participants are asked to sign a marketing agreement whereby the Participant shall acknowledge that the rights to publicize the Event by broadcasting the image and/or sound of the competition by any means and/or using any technologies whatsoever and by recording the broadcast and/or photo shooting, belong to the Organizer, and shall undertake not to violate such rights by any means, that is to say:

- never disclose any intellectual deliverables created by the Organizer during the Event (except for the transfer of intellectual property provided by the Organizer to the Applicant under a separate agreement/contract) to third persons (mass media, personal sponsors, partners etc) without the Organizer’s prior authorization;
- never modify or edit any intellectual property created during the Event to the extent of loss of its association and (or) third persons’ association with the Event, e.g. never delete and (or) modify logotypes and other identification of the Event, the Organizer, the Organizer’s sponsors and partners, and never add logotypes, names and other identification of third persons, without prior agreement and authorization of the Organizer.

3.5 The rights to publicize the Event may be used by third persons only on the basis of the Event Organizer’s authorization and/or written agreement evidencing the acquisition of such rights from the Organizer in conformity with Art. 20 part 5 of the PHCS Law.

3.6 The Applicant grants a non-exclusive right to the Organizer to use, disclose, reproduce, on a payment-free basis:

3.7 if the Applicant is a natural person:

- his/her image (photo, video), his/her sport vehicle(s), including graphic or any other image, the appearance and components thereof, styled and photo shot images, movements, symbols and other visual elements of personification;
- surname, first name, patronymic name, pseudonym;
- Applicant’s team name and logotypes;
- voice, autograph;
- any other personification attributes, and equally all the above-mentioned things in respect of the names, trademarks, images, representation, logotypes of the Applicant, pilots and team members and/or sport cars of the Applicant, collectively hereinafter referred to as “Image Rights”, without territorial limitations (i.e. in any place of the world) for the purpose of the Event and broadcasts organized by TechnoMarketingSolution Ltd (in any place of the world, in any language, on any data carriers known presently or developed in the future, including

the power to assign the broadcasting rights), for their use in informational and marketing materials (including but not limited to any websites, Internet and/or mobile applications, information newsletters, panels, backgrounds, press releases and official automobiles of the Event), for public relations and for any other purposes connected with the promotion of the Event organized by TechnoMarketingSolution Ltd .

3.8 If the Applicant is a legal person:

- Applicant's sport vehicles;
- the Applicant shall procure the respective individual consents (from pilots and team members) to the use of their surnames, first names, patronymic names, pseudonyms, voices, autographs, images (photo, video), including graphic and any other pictures, appearance and any elements of styled and photo shot images, movements, symbols and other visual personification attributes;
- Applicant's team name and logotypes;
- any other personification attributes, and equally all the above-mentioned things in respect of the names, trademarks, images, representation, logotypes of the Applicant, pilots and team members and/or sport cars of the Applicant, collectively hereinafter referred to as "Image Rights", without territorial limitations (i.e. in any place of the world) for the purpose of the Event and broadcasts organized by TechnoMarketingSolution Ltd (in any place of the world, in any language, on any data carriers known presently or developed in the future, including the power to assign the broadcasting rights), for their use in informational and marketing materials (including but not limited to any websites, Internet and/or mobile applications, information newsletters, panels, backgrounds, press releases and official automobiles of the Event), for public relations and for any other purposes connected with the promotion of the Event organized by TechnoMarketingSolution Ltd.

3.9 Without prejudice to par. 3.5 above, the Applicant grants to the Organizer the right to assign and use and authorize third persons to use the Image Rights for the purpose of creation and development of advertising and/or commercial items for promotion and popularization of the Event, organized by TechnoMarketingSolution Ltd.

3.10 The Organizer reserves the right to demand deletion or concealment of any advertising materials or any elements thereof in case of non-conformance with any international laws, Russian laws, the FIA/FIM/RAF Sporting Codes, the Regulations and other Event Regulatory Documents, this Agreement or moral and ethical standards. Any such demand shall be binding upon the Applicant.

3.11 The Organizer grants the Applicant, for the duration of this Agreement, a non exclusive consent, non-assignable to third persons, to a global free-of-charge use of identification attributes of the Event exclusively for the purposes expressly stated in par. 3.1. of this Agreement.

3.12 The Applicant has the right to use photos uploaded by the Organizer to the "Media" section in public access at silkwayrally.com, in its social network accounts, websites, media reports to its personal sponsors and partners, always with a reference to the owner of the rights.

3.13 Each Party represents and warrants that it is a legal holder of its Image Rights or has an official authorization from third parties to use such Rights.

Any use, representation or reproduction of the Image Rights of any Party beyond the scope of this Agreement shall be subject to such Party's prior written authorization.

3.14 The Applicant authorizes the Organizer to send any notices, claims and/or requests to third parties misusing the Image Rights of the Applicant granted to the Organizer under par.3.5. above.

4. Obligations of the Parties

- 4.1. The Applicant shall:
 - 4.1.1. inform any third parties being the existing or future partners, sponsors or equivalent counterparties (sponsors, partners, agents, bloggers, photographers, mass media representatives and other persons) of the Applicant, of the provisions and requirements of this Agreement.
- 4.2. The Organizer shall:
 - 4.2.1. not modify or edit any intellectual property created during the Event to the extent of loss of its association and (or) third parties' association with the Applicant, including the obligation not to delete and(or) alter logotypes, names and other identification of the Applicant, its sponsors and partners, and not to add logotypes, names and other identification of third persons.

5. Representations and Warranties

- 5.1. Each Party represents and warrants that:
 - 5.1.1. it has the power to enter into this Agreement and fulfill its obligations hereunder without violating any other agreements or obligations.
 - 5.1.2. during the performance of this Agreement it will comply with the applicable laws of the Russian Federation.
 - 5.1.3. it will hold the other Party harmless of any claims and lawsuits of third parties arising from the use of any Image Rights of the other Party under this Agreement. Each Party shall immediately inform the other Party of any such claims.

6. Early Termination

- 6.1. The Organizer has the right to terminate this Agreement by direct written notice in case the Applicant or any of its team members or pilots do not comply with the provisions of this Agreement, including the Applicant's obligations hereunder, and (or) do any actions and (or) are involved in any events and (or) scandals which, in the opinion of the Organizer, spoil the reputation and image of the Organizer, FIA, FIM, ASN and (or) the Event and (or) of any other motorsport activities, series and (or) events organized and (or) controlled by the Organizer.
- 6.2. The Applicant reserves the right to use in a historical context any images and videos representing the participation of the Applicant in the Event, including any associated use of the SWR logotype and other logotypes and commercial elements of the «Silk Way Rally», granted under par. 3.1. above, after the expiry or termination of this Agreement.
- 6.3. The Applicant reserves the right to use in a historical context any Image Rights granted by the Applicant under par. 3.5. above, as well as any materials, products, intellectual property created with the help or on the basis of or using the Image Rights, during the term of this Agreement and after its expiry or termination of the Applicant's participation in the Event or early termination hereof, for the purposes specified in this Agreement.

7. Miscellaneous

- 7.1. All attachments hereto make an integral part of this Agreement. This Agreement cancels and supersedes any previous agreements, draft contracts, discussions and commitments of any nature between the Parties, oral or written, in respect of the subject matter of this Agreement. Each Party represents and warrants to the other Party that when signing this Agreement it did not rely upon any preceding agreements, discussions or commitments (whether received directly from the other Party or from third parties, including but not limited to mass media).
- 7.2. No amendment or supplement to this Agreement shall be deemed valid unless executed in writing and signed by both Parties (or their authorized representatives).

8. Details of the Parties