



**DATED**

4 JUNE

**2007**

between

**FORMULA ONE ADMINISTRATION LIMITED**

and

**VALMOR SPORTS S.L.**

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**PROMOTERS CONTRACT**

**in respect to the GRAND PRIX OF EUROPE  
being a round of the  
FIA FORMULA ONE WORLD CHAMPIONSHIP**

**2008 – 2014**

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Formula One Management Limited

London

Tel:

Fax:

In-House Legal Dept:

NUMBER

REGISTERED IN

N°

TELEPHONE:

REGISTERED ADDRESS AS ABOVE

FACSIMILE:

THIS AGREEMENT made on 4 June 2007

BETWEEN

(1) **FORMULA ONE ADMINISTRATION LIMITED** a company incorporated under the laws of England and Wales with registered number [redacted] whose principal place of business is at [redacted] ("**FOA**")

AND

(2) **VALMOR SPORTS S.L.** a company incorporated under the laws of Spain with registered number [redacted] whose registered office is at [redacted] (the "**Promoters**")

WHEREAS:

- (A) The Federation Internationale de l'Automobile (the "**FIA**") and the **Signatory Teams** (as such parties are defined therein) have entered into an agreement ("**the Concorde Agreement**") which regulates certain aspects of Formula One motor racing. The Concorde Agreement was first concluded in 1981 for a fixed term and has been renewed at successive intervals. The current Concorde Agreement is due to expire on 31 December 2007, however all current Signatory Teams have agreed a commercial basis on which to extend it for a further period until 31 December 2012.
- (B) The Concorde Agreement contemplates a standard form of contract solely for the promotion of a Formula One Grand Prix approved by the FIA entered in the FIA International Calendar and counting for the FIA Formula One World Championship, it being understood that such standard form contract will govern the commercial and financial management of the Event. Pursuant to an agreement with the FIA, FOA (and affiliates) has the exclusive right to negotiate and conclude such contracts.
- (C) The Promoters intend to apply for, or have been granted permission to host an Event of the FIA Formula One World Championship.
- (D) FOA has appointed its subsidiary, Formula One Management Limited ("**FOM**") as its agent and business manager to conclude contracts on its behalf and to exercise its rights and perform its obligations under such contracts.

IT IS HEREBY AGREED AS FOLLOWS:

### Definitions And Interpretation

- 1. In this Agreement unless the context requires otherwise:
  - (a) save as otherwise stated, words and expressions used herein shall have the meaning given thereto in the FIA International Sporting Code (the "**Sporting Code**") and in the Formula One Sporting Regulations ("**Sporting Regulations**") and the Formula One Technical Regulations ("**Technical Regulations**") (the Sporting Regulations and the Technical Regulations being collectively the "**Regulations**") whether or not such words and/or expressions are first-letter capitalised in the Sporting Code and/or Regulations. For these purposes, in case of conflict:
    - (i) on matters of a regulatory nature, the Concorde Agreement shall prevail over the Sporting Code; and

- (ii) the English language text of the Regulations and the French language text of the Sporting Code shall prevail over any other;
- (b) the Clause and Schedule headings are inserted for convenience only and do not affect its interpretation;
- (c) save as otherwise stated a reference to a Recital, Clause or Schedule is a reference to a recital or clause of, or schedule to, this Agreement;
- (d) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (e) a reference to a statute or statutory provision includes a reference:
  - (i) to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision; and
  - (ii) to any subordinate legislation made under it;
- (f) a reference to the Concorde Agreement includes a reference to any amended or extended agreement that may be entered into between FOA, the FIA and teams from time to time participating in the FIA Formula One World Championship from time to time to regulate certain aspects of Formula One motor car racing;
- (g) a reference to the specific clause of the current Concorde Agreement includes a reference to the equivalent provision in any future Concorde Agreement;
- (h) a reference to the Sporting Code or Regulations includes a reference to any amended or updated version of the Sporting Code or Regulations as published from time to time;
- (i) words in the singular include the plural, and vice versa, and the use of any gender shall include all genders;
- (j) a reference to a person includes a reference to a natural person, a firm, a partnership, a company, a corporation, an association, an organisation, a government, an authority, a state, a foundation, or a trust (in each case whether or not having separate legal personality);
- (k) a reference to a person includes a reference to his executors, successors (including persons taking by novation) and assigns;
- (l) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (m) references to any English legal term, for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than England is deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- (n) references to writing includes any method of reproducing words in a legible and non-transitory form;
- (o) the word "including" shall mean including without limitation, or prejudice to the generality of any description, definition, term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly;
- (p) the word "Parties" shall mean the parties to this Agreement and the word "Party" shall mean either of them as the context requires; and

- (q) the Schedule to this Agreement shall form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedule.

### Conditions Subsequent

- 2.1 This Agreement shall enter into force on the date hereof, but shall automatically terminate if both of the two following conditions subsequent are not satisfied in full:
- (a) the Promoters shall have delivered to FOA at its prescribed address for the provision of Notices, at no cost to FOA, a duly issued irrevocable standby letter of credit in the form of Schedule A to Schedule 1 hereto (the "Letter of Credit") (to which the confirmation of another UK bank approved by FOA shall have been added) in favour of FOA (or FOA's designated agent or nominee as FOA may advise) which shall be for the amount of the total of the promoters fees for the first year of the Promoters Agreement (being the sum of United States Dollars Twenty Six Million (US\$ 26,000,000.00)) and shall have an expiry date of 28 November 2008; and
- (b) that the Promoters shall have delivered to each of FOA and the FIA a detailed plan ("Plan") of the proposed circuit in Valencia (the "Circuit") including the Track and the facilities thereat including without limitation in respect of the location, layout and configuration of the track, television commentary booths, pit/paddock building, media centre, medical centre and any and all other facilities and equipment utilised or proposed to be utilised for the Event and shall have obtained both FOA's written approval of the Plan and FIA's written approval concerning compliance of the Plan and the proposed Circuit with the Regulations and such other criteria pertaining to safety and otherwise as may apply.
- 2.2 If the two conditions subsequent set out in Clause 2.1(a) and (b) are not satisfied in full within three (3) months of signature of this Agreement (or such later date as FOA may agree in writing in its absolute discretion), this Agreement shall terminate and the Parties shall have no further obligations hereunder.

### Term

- 3.1 Subject to the performance by FOA of its obligations contained in Clause 4, the Promoters agree to promote the Event (in which the competitors (as defined in clause 2.1 of the Concorde Agreement) (the "Competitors") who have entered into the FIA Formula One World Championship have agreed to take part) as the **FORMULA 1 GRAND PRIX OF EUROPE** (to be referred to in any given year as the {year} **FORMULA 1 GRAND PRIX OF EUROPE** or {year} **GRAND PRIX OF EUROPE** or such other event name suitable to the region as FOA may determine from time to time (in consultation with the Promoter) in accordance with this Agreement on dates nominated by the FIA in the year(s) 2008, 2009, 2010, 2011, 2012, 2013 and 2014 (such period being the "Term") on and subject to the terms of the Concorde Agreement and the Sporting Code.
- 3.2 On or before 30 November 2014, FOA shall in its absolute discretion be entitled to give notice to the Promoters which shall be effective to extend the Term for a further period of up to 5 years (as FOA shall elect) on the same terms and conditions as those contained herein (amended to the extent that this Agreement refers to specified years), and the Promoters hereby agree to execute all documents as FOA shall deem necessary to give effect to such extension to the Term.

### FOA's Obligations

- 4.1 FOA agrees subject to the terms of this Agreement to assign to the Promoters during the Term the right (collectively the "rights"):
- (a) to promote the Event as an FIA Formula One World Championship Event; and

- (b) to designate the Event an "FIA Formula One World Championship Event".
- 4.2 The Promoters agree that the rights are limited to the Event.
- 4.3 FOA also agrees:
  - (a) to endorse the Event as part of the FIA Formula One World Championship; and
  - (b) to advise, assist and consult with the Promoters in relation to the Event in such manner as FOA shall consider necessary and/or appropriate.

#### Promoters' Warranties

- 5. In consideration of the foregoing the Promoters warrant as follows:
  - (a) that subject to Clause 4, they have or will have the sole and exclusive right subject only to any conditions that have been notified in writing to FOA to act as the promoters of the Formula 1 Grand Prix of Europe for the duration of this Agreement;

For the purposes of this Agreement "Event" shall mean the Formula 1 Grand Prix of Europe together with all support events to the Formula 1 Grand Prix of Europe, commencing at the scheduled time for Scrutineering and Sporting Checks and including all Practice and the Race itself and ending at the later of the time for the lodging of a Protest under the terms of the Sporting Code and the time when a technical or sporting verification has been carried under the terms of the Sporting Code;
  - (b) that they are or will be in sole and exclusive possession of such rights as are necessary for the purposes of holding the Event within the confines of the **Circuit** (as more particularly set out in the Plan or any amendments to the Plan as may be agreed by FOA and FIA in writing) which expression shall include all areas adjacent to and surrounding the race track which are available for use by the Promoters during the Event or any part thereof) and otherwise complying with the terms of this Agreement;
  - (c) that they have applied for and obtained or will apply for and obtain all licences and consents (including if necessary any Governmental consents) which are necessary for the Event to take place, and that all such licences and consents are unconditional or subject only to such conditions as have been notified in writing to FOA and are not subject to revocation;
  - (d) that the Event being a qualifying event for the Formula One World Championship organised by the FIA will be run in conformity with the Sporting Regulations and with all regulations laid down by the FIA including the Organisation Agreement referred to in Article 27 of the Sporting Regulations (2007 edition) or such other equivalent Article, subject always to the Concorde Agreement.
  - (e) that the works at and/or in the vicinity of the Circuit constructing the Track and the facilities thereat as identified on the Plan (as defined in Clause 2.1 (a) above) are carried out and completed and that the Circuit is ready for final inspection by the FIA pursuant to the Regulations not later than 90 days prior to the first Event scheduled for 2008.

## Promoters' Undertakings

6.1 The Promoters undertake to:

- (a) nominate an Organiser for each Event and notify such nomination to the national ASN (i.e. the national automobile club or other national body recognised by the FIA as the sole holder of sporting power in the country) who shall then obtain the approval of the FIA to such nomination;
- (b) enter into an agreement with the Organiser of the Event for each year in which the Event is held during the Term conditional upon the approval of the FIA being given to such Organiser organising the Event;
- (c) make all the facilities required to be provided pursuant to this Agreement or otherwise, available to the Competitors free of charge;
- (d) ensure that any agreements entered into with third parties in connection with the staging of the Event at the Circuit include an assignment and undertaking from such third party in the same terms as that given by the Promoters in Clauses 18 and 19;
- (e) immediately inform FOA in writing if:
  - (i) any event or series of events whether related or not occurs which would be likely materially and adversely to affect the financial condition of the Promoters or the ability of the Promoters to perform their obligations under this Agreement; or
  - (ii) any single person or group of persons acting in concert acquire control of the Promoters; or
  - (iii) any single person or group of persons acting in concert acquire any interest in the relevant share capital of the Promoters as a result of which that person or group of persons has the right to veto or restrict the decisions of the existing shareholders;
- (f) ensure with respect to each Event held during the Term that there is a bonded area within the Circuit for customs facilities in respect of the Formula One Cars spares and ancillary equipment;
- (g) obtain and maintain throughout the Term all necessary consents and approvals concerning compliance of the Circuit (including in respect of track layout, television commentary booths and any and all facilities and equipment utilised or proposed to be utilised for the Event) with all requirements of the FIA and current criteria (pertaining to safety and otherwise) which requirements and criteria the Promoters warrant to so obtain and maintain;
- (h) obtain the written permission of FOA if they wish to stage any support events during the Event; and
- (i) ensure that there will not be included or associated with the Circuit name any commercial brand or logo nor will the Circuit, its name or the land upon which the Circuit is built be sponsored in any manner whatsoever save as may be agreed by FOA in writing.

6.2 Time shall be of the essence of all of the Promoters' obligations under this Agreement (including under Clauses 6.1, 15, 24 and 26) as regards times, dates and periods stated in this Agreement.

### **No Interference With Competitors' Advertising**

- 7.1 The Promoters agree not to attempt to restrict in any way the advertising displayed on any Competitor's cars, Drivers or personnel unless (a) such restriction is required by Government regulation and (b) details of such restriction have first been advised to FOA in writing.
- 7.2 The Promoters shall not require any Competitor's cars, Drivers or personnel to carry any advertising or promotional material.

### **Allocation Of Pits etc. / Marshals**

- 8.1 The Promoters will allocate the pits, pit area, pit area parking, garages, transporter park and the promotional area in such manner as the representative of FOA on the Permanent Bureau of the FIA Formula One Commission shall specify in accordance with criteria laid down by the FIA Formula One Commission.
- 8.2 The Promoters will employ properly trained, competent and experienced people (who are not members of the police or armed services) in the role of pit marshals.

### **Timetable Of Event**

- 9.1 The Promoters will allocate Free Practice, Qualifying Practice and unlimited warm-up (Free Practice) on the day of the Race and on the two preceding days (as applicable) at such times and for such durations as may be specified in the Sporting Regulations.
- 9.2 The Promoters will take whatever action is required to ensure that the Race and all Practice sessions start and finish punctually. In particular the Promoters will not arrange for nor allow any other form of motor racing to take place on the Circuit during the one and a half hours preceding the starting time of the Race or such other period as determined in compliance with the Concorde Agreement.

### **Circuit Layout**

10. The layout of the Circuit and its equipment and the safety measures employed by the Promoters will comply in all aspects with the requirements of the FIA as such may be amended from time to time in accordance with the Concorde Agreement.

### **Access To Circuit Prior To Event**

11. The Promoters will take whatever action is necessary to ensure that the Circuit is open to receive the Competitors, FOA, FOM, FOA's contractors and licensees and their respective personnel and equipment at all times during the period commencing seven days prior to the official start of the Event and ending four days after the Race (the "Access Period") and the security of the paddock and garage area is properly safeguarded at all times during the Access Period.

### **Customs Clearance**

12. The Promoters will provide whatever assistance is necessary to enable customs clearance to take place without delay. It will however be the responsibility of the Competitors to ensure that they are in possession of the proper customs documents.

### **Competitor / Media Facilities**

- 13.1 The Promoters will in so far as the same is practicable provide an entrance for the Competitor personnel and for Officials separate from the public entrance to the Circuit.

- 13.2 The Promoters will provide free of charge a zone measuring whichever is the greater of that which has last been provided in respect of a round of the FIA Formula One World Championship at that Circuit and 140 metres by 100 metres or 15,000 square metres within or adjoining the paddock for the promotional facilities of the Competitors and/or their sponsors.
- 13.3 The Promoters undertake to set up a media compound and telephones and facsimile equipment, Press Room plus the installations and premises necessary for national and international television commentators and journalists (such premises and installations to meet the prestige of a World Championship) and to grant professional accredited journalists all facilities for the exercise of their profession as well as the organisation of a Press Conference with the winner of the Race immediately after the Podium Ceremony.

#### **Access To Restricted Areas**

14. The Promoters undertake to ensure that:
- (a) only Passes and tabards issued by FOA on behalf of the FIA will authorise access to parts of the Circuit not open to the paying public;
  - (b) notwithstanding Clause 14(a) above, the public do not have access to the cars in any of the places where any Competitor's mechanics may be called upon to work on them and without prejudice to the generality of the foregoing will ensure that there is at no time any obstruction to the free passage of the cars and Competitor personnel in the paddock or pit area;
  - (c) the validity of any Passes and tabards issued by FOA or the FIA under the provisions of Clause 12 of the Concorde Agreement is upheld; and
  - (d) the necessary steps are taken to ensure that all police and Circuit officials are familiar with the Passes and tabards and uphold their validity.

#### **Insurance**

- 15.1 The Promoters will provide at their expense unlimited third party liability insurance (in a form acceptable to the FIA) insuring FOA, FOM, the FIA, the Competitors, all directors (or other officers) employees agents contractors Drivers and guests of FOA, FOM, the FIA and any Competitors (and such other persons involved in the organisation of the Event as the FIA, FOA or FOM may from time to time advise the Promoters) against all risks (including death of or injury to any person) for the Access Period. If such unlimited insurance is not permitted under the law of the country in which the Event takes place or the FIA is satisfied that such insurance is not commercially viable then the insurance shall be the maximum permitted by that law or the market conditions. The insurers must be a company recognised by Lloyd's of London and must be of first class international standing with sufficient resources to honour and discharge in full the insurance requirements prescribed in this Agreement. A copy of the relevant policy will be given to FOA by the Promoters at least 60 days before the start of the first Practice session.
- 15.2 The Promoters will not make any claim whatsoever nor assist nor procure assistance for any third party making a claim against FOA, FOM, the FIA or any Competitor or any director (or other officer) employee Driver agent or guest of FOA, FOM, the FIA or any Competitor in respect of death of or injury to any person or loss or damage to any person suffered as a result of the driving or using of a racing car whether the same be caused or contributed to by the negligence of any person or by any breach of contract or by any other act or omission on the part of FOA, FOM, the FIA or any Competitor or any of their directors (or other officers) employees agents Drivers or guests.



- 15.3 The Promoters further agree to indemnify FOA, FOM, the FIA and all Competitors and their directors (or other officers) employees agents Drivers or guests against any action brought against them or any of them by any third party or the personal representatives of such third party or any relation or dependant of such third party as a result of the death to such third party or any injury loss or damage suffered by such third party as a result of the driving or using of a car belonging to the FIA or any Competitor.
- 15.4 It is hereby mutually agreed that failure of the Promoters to comply with the terms of Clause 15.1 shall entitle FOA either to arrange the insurance referred to themselves at the Promoters' expense or to determine this Agreement forthwith without prejudice to their rights to seek damages against the Promoters for any loss FOA, FOM, the FIA and/or the Competitors may have sustained as the result of such determination of this Agreement.
- 15.5 The Promoters accept that in so far as this Clause 15 is concerned FOA contracts for and on behalf of itself, FOM, the FIA and each Competitor and their directors (or other officers) employees agents Drivers and guests and that this Clause 15 shall inure for their benefit.

### **Podium Ceremony**

16. The Podium Ceremony must respect precise regulations drawn up in conformity with the Concorde Agreement and sent by the FIA or FOA to all the Promoters making provision in particular for three poles for the national flags, playing of anthems, timing of the ceremony, dimensions of the podium, advertising signs, places for the representatives of the media (journalists, television and radio reporters, camera men and photographers), public order, punctuality etc. The Promoters shall be obliged to play shortened versions of the national anthems of both the winning Driver and Competitor.

### **Number Of Competitors**

17. FOA shall use its reasonable endeavours to ensure either that at least sixteen cars participate in the Event or that the provisions of Clause 10.4 of the Concorde Agreement are observed by the parties thereto.

### **Filming / Recording At The Event**

- 18.1 Save with the prior written consent of FOA, throughout the Term the Promoters shall not (nor shall the Promoters permit others to) make, create, or transmit any kind of audio, visual or audio-visual recording whatsoever, whether for broadcast or any other purpose, of at or pertaining to any aspect of the Event (including cars, Drivers and Competitors), or within the confines of the Circuit (or any part of it or its surroundings over which the Promoters have control) during the Access Period, or any test session held at the Circuit in which more than one Competitor is participating.
- 18.2 Without prejudice to the generality of Clause 18.1, the Promoters shall ensure that the terms of sale of tickets giving admittance to an Event include acceptance by a ticket holder that:
- (a) he may not make any audio, visual and/or audio-visual recording of the Event and may not take into the Circuit and equipment that may enable him to make the aforementioned recordings; and
  - (b) as a spectator he may be filmed or sound recorded for broadcast (or similar transmission).

## **Intellectual Property**

- 19.1 The Promoters will take whatever steps are necessary to ensure that it is a condition of public admission to the Event that the copyright in any film or other form of moving picture filmed at the Event and/or at any test session held at the Circuit in which more than one Competitor is participating, shall be the property of FOA and shall not be used for any form of public advertisement or display or for any other purposes (except the private enjoyment of the person making the film) without the written consent of FOA.
- 19.2 The Promoters hereby irrevocably and unconditionally assign to FOA all copyright, all intellectual property rights and all other rights, title and interest of any kind (if any) which they may now or in the future have in any media or any form of sound recording (in whatever format whether now known or hereafter developed) in, of or pertaining to the Event or any aspect thereof and any still pictures in any form derived or capable of being derived from any such media (irrespective of who originated the same) for the full period of copyright and all renewals, extensions, reversions and revivals thereof and thereafter, insofar as may be or may become possible in perpetuity throughout the universe and give their consent (if such consent should be required) for FOA to deal in such rights in any way it may see fit. FOA shall be entitled if it so wishes to assign such rights or any of them to any third party and the consent of the Promoters to such assignment is hereby deemed to be given (provided always that such assignment shall be bona fide in the interest of all the Competitors) and the Promoters will at the request of FOA do all such actions and things as FOA may require to transfer the benefit of such rights or any of them to a third party.
- 19.3 The Promoters shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as FOA may from time to time reasonably require for the purpose of giving FOA the full benefit of Clause 19.2. The Promoters hereby irrevocably appoints FOA as its attorney to sign, execute and deliver on its behalf all deeds and documents and to do all acts and things necessary to give effect to Clause 19.2.

## **Accreditation For Filming / Recording**

- 20.1 FOA shall be entitled to give permission to such persons as they see fit to enter upon the Circuit and use its facilities throughout the Access Period and during test sessions in order to make sound, television or other recordings or transmissions or to make films or other moving pictures and the Promoters shall accord such persons all the help and facilities that they or FOA may reasonably require for such purposes.
- 20.2 The Promoters undertake to give notice to FOA in writing of the dates of any test sessions which are proposed to be held at the Circuit.

## **Circuit Advertising Not To Nullify Broadcast Arrangements**

21. The Promoters will not cause or permit the display of any advertising (other than the advertising normally displayed on any Competitor's cars, Drivers or personnel) or other displays on, near or which can be seen from the Circuit which might (in the opinion of FOA which shall be final and binding upon the Parties) cause the annulment of the transmission or showing of film, television or other pictures of the Race or practice or any part of the Event in any country.

## **Timing Data**

22. With respect to any and all Free Practice sessions, Qualifying Practice sessions, Warm up sessions and/or Race results and/or times and/or other information generated by the timing and/or data processing organisations for the Event or any part thereof ("Timing Data"), the Promoters hereby acknowledges that all and any copyright in the Timing Data is vested in FOA. The Promoters shall not reproduce any of the Timing Data save as first agreed by FOA in its absolute discretion.

## Marks

- 23.1 Notwithstanding anything in this Agreement, the Promoters acknowledge that:
- (a) the names and marks associated with the FIA Formula One World Championship (including FORMULA ONE/1™, F1™, FIA FORMULA ONE WORLD CHAMPIONSHIP™ and GRAND PRIX™, all derivatives and non-English translations of the aforementioned names and marks, 'F1-FIA FORMULA 1 WORLD CHAMPIONSHIP (and device™), 'F1 FORMULA 1 (and device™), F1 (and device™) and "Sweeping Curves" device (collectively the "Marks", each a "Mark") are, as between FOA and the Promoters, the exclusive property of FOA and its affiliate companies, and that the Promoters have not and will not acquire any proprietary rights in the Marks by reason of this Agreement; and
  - (b) any right, title and interest in or to any registration in the Promoters' name or on the Promoters' behalf of any Marks (whether by the operation of law or otherwise) shall be held wholly on trust for FOA and its affiliate companies.
- 23.2 The Promoters undertake to promptly take all action and all assistance as FOA may reasonably request to enable FOA (and its agent, nominees, assignees and licensees) to protect the Marks and all other intellectual property rights relating to the FIA Formula One World Championship. The Promoters further undertake that save with the prior written consent of FOA, the Promoters shall not:
- (a) use (or permit the use of) any Marks;
  - (b) adopt or use any name, mark, symbol, emblem, logo, or designation which includes or is confusingly similar to or is a simulation or colourable imitation of any Mark or which is materially detrimental to the goodwill or reputation of the Marks and/or FOA or its affiliate companies or the FIA; or
  - (c) apply for registration of any Mark (or any part thereof) or any composite mark which includes any Mark (or any part thereof) as a mark for goods or services or use the Marks as part of its trading or corporate name and/or domain name (or other *URL* identification or equivalent).
- 23.1 In the event that the Promoters learn of any infringements or threatened infringements of the rights referred to in Clauses 18.2 and 21, of the Marks, of any common law passing off by reason of imitation of get up or otherwise, or that any third party alleges or claims that the Marks or any of them are liable to cause deception or confusion to the public, the Promoters shall immediately notify FOA giving all particulars of the relevant matters within the Promoters' knowledge and the Promoters will provide all such information as it has or will obtain and shall provide FOA with all co-operation it reasonably can to assist FOA and its affiliate companies in defending their rights from infringement.

## Payments

- 24.1 In consideration of FOA providing the rights and performing the services as such are agreed herein the Promoters hereby undertake to pay to FOA in United States Dollars:
- (a) for 2008, Twenty Six Million United States Dollars (US\$ 26,000,000.00) net of all taxes save for UK corporation tax payable by FOA;
  - (b) for each subsequent year during the Term the amount payable in the previous year indexed upwards annually by ten per cent. (10%) net of all taxes save for UK corporation tax payable by FOA.

Such sums referred to in (a) and (b) to be paid annually ninety (90) days before the first day of the Event in the relevant year into such bank account as shall be designated by FOA from time to time.

- 24.2 All sums payable by the Promoters to FOA under this Agreement shall be paid free and clear of all deductions or withholdings whatsoever save only as may be required by law. If any deductions or withholdings are required by law to be made from any monies payable to FOA by the Promoters, the Promoters undertake forthwith to pay to FOA such additional amount as will after the deduction or withholding has been made leave FOA with the same amount as it would have received in the absence of any such requirement to make a deduction or withholding.
- 24.3 All amounts payable to FOA under this Agreement are stated herein exclusive of value added tax (or equivalent) and any other applicable taxes which shall be payable, to the extent applicable, by the Promoters.

### **Late Payment Interest**

- 25.1 If the Promoters fail to pay any amount payable by them under this Agreement, FOA shall be entitled, but not obliged, to charge interest on the overdue amount, payable by the Promoters on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 5% per annum above the United States Prime Rate. Such interest shall accrue on a daily basis and be compounded quarterly.
- 25.2 Nothing in this Clause 25 shall be read or construed or interpreted as any form of waiver by FOA of the Promoters' obligations to pay the fee specified in Clause 24 and other amounts due in accordance with the provisions of this Agreement. The payment of such interest shall be in addition to and not in substitution for any other remedies available to FOA in respect of non-payment.

### **Letter Of Credit**

- 26.1 In respect of their payment obligations set out for each year in Clause 24, the Promoters shall obtain at their cost a duly issued irrevocable standby letter of credit ("**Letter of Credit**") in the form attached as Schedule A hereto or in such other form as may be satisfactory to FOA, at the absolute discretion of FOA, (to which if required by FOA in its absolute discretion, the confirmation of another bank shall have been added) in favour of FOA (or FOA's designated agent or nominee). Such Letter of Credit shall:
- (a) for 2008, be obtained within three (3) months of the date of signature of this Agreement and have an expiry date of 28 November 2008 and shall be for the amount at least equal to the total amount payable by the Promoters for the year 2008 as set out in Clause 24.1(a). This obligation shall be discharged by the satisfaction of the condition subsequent set out in Clause 2.1(a) of the this Agreement;
  - (b) for each year thereafter until expiry of the Term, be obtained by 1 June in the year preceding the Event, be for an amount at least equal to the amount payable by the Promoters for the year concerned as set out in Clause 24.1(b) and have an expiry date of 28 November in the year of the relevant Event.
- 26.2 The Parties agree that in any year on, or at any time after, the date which is not earlier than ninety (90) days before the first day of the Event scheduled to be held in that year, FOA shall be entitled to draw down on any Letter of Credit up to the value of the amount stated in Clause 24.1(a) or (b) (as applicable) applicable to that year.

### Letter Of Credit: Change Of Race Date

27. If at any time following the issue of a letter of credit or other guarantee pursuant to and in accordance with Clause 26, the date of the Race in any year is scheduled or rescheduled to take place on a date (the "New Date") on or after less than one month prior to the expiry of the letter of credit or other guarantee, the Promoters shall, within seven (7) days of being notified of the New Date by FOA, procure to the satisfaction of FOA either:
- (a) the amendment of the expiry date of that letter of credit or other guarantee to a date which is at least one month after the New Date; or
  - (b) the issue of a new letter of credit or other guarantee (on the same terms (except for the expiry date) as the existing one including, if applicable, its confirmation) having an expiry date that is at least one month after the New Date.

### Termination

- 28.1 On or at any time after the occurrence of any of the events set out below FOA shall have the rights set out in Clause 28.2:
- (a) **Non-payment:** the Promoters fail to pay any amount due under this Agreement on the due date for payment;
  - (b) **Breach of obligations:** the Promoters fail to observe or perform any of their obligations under this Agreement or under any undertaking or arrangement entered into in connection herewith, other than an obligation of the type referred to in Clause 28.1(a);
  - (c) **Misrepresentation:** any representation, warranty or statement which is made (or deemed or acknowledged to have been made) by the Promoters in this Agreement or which is contained in any certificate, statement, or notice provided under or in connection with this Agreement proves to be incorrect in any material respect, or if repeated at any time with reference to the facts and circumstances subsisting at such time would not be accurate in all material respects;
  - (d) **Cessation of business:** the Promoters change or threaten to change the nature or scope of their business, suspend or threaten to suspend a substantial part of the present business operations which they now conduct directly or indirectly, or any governmental authority expropriates or threatens to expropriate all or part of their assets and the result of any of the foregoing is, in the determination of FOA, materially and adversely to affect the financial condition of the Promoters or their ability to observe or perform their obligations under this Agreement;
  - (e) **Appointment of receiver, legal process:** an encumbrancer takes possession of, or a trustee or administrative or other receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Promoters, or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within seven days of being levied, enforced or sued out, or any security interest which may for the time being affect any of their assets becomes enforceable otherwise than in the course of a bona fide scheme of arrangement, amalgamation or reconstruction without change of control or insolvency;
  - (f) **Insolvency:** the Promoters are unable to pay their debts or become unable to pay their debts as they fall due or suspend or threaten to suspend making payments (whether of principal or interest) with respect to all or any class of their debts;

- (g) **Composition:** the Promoters convene a meeting of their creditors or propose or make any arrangement or composition with, or any assignment for the benefit of their creditors;
- (h) **Administration, winding up:** a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for the winding up of the Promoters or an administration order or a winding up order is made against the Promoters (other than for the purpose of and followed by a reconstruction previously approved in writing by FOA, unless during or following such reconstruction the Promoters become or are declared to be insolvent);
- (i) **Analogous proceedings:** anything analogous to any of the events specified in paragraphs (e), (f), (g) or (h) occurs under the laws of any applicable jurisdiction;
- (j) **Material adverse change:** any event or series of events whether related or not occurs which would be likely materially and adversely to affect the financial condition of the Promoters or the ability of the Promoters to perform their obligations under this Agreement; and
- (k) **Change of control:** if any single person or group of persons acting in concert acquire control of the Promoters or any interest in the relevant share capital of the Promoters as a result of which that person or group of persons have the right to veto or restrict the decisions of the existing shareholders or if the management of the Promoters as at the date of this Agreement materially changes.

28.2 At any time after the occurrence of any of the events referred to in Clause 28.1 FOA may, in its sole discretion, by notice in writing to the Promoters declare that an event of default hereunder has occurred whereupon FOA shall have the right exercisable in its sole discretion to:

- (a) terminate this Agreement forthwith and without prejudice to the generality of the foregoing, cancel all rights granted hereunder;
- (b) declare the amount payable pursuant to Clause 24 for the year in which the event of default occurred (and for year next following the year in which the event of default occurred) less any amount received by FOA for such year(s), to be immediately due and payable together with all interest, fees and other amounts payable hereunder and, upon such declaration, such sums shall become immediately due without further demand or other notice of any kind. The Parties agree that the aforementioned payment does not exceed a genuine calculation of what FOA would have been awarded as damages for repudiation and/or breach of this Agreement by the Promoters; and
- (c) immediately draw down on any open Letter of Credit up to the amount stated in Clause 28.2(b).

28.3 Without prejudice to the foregoing provisions of this Clause 28, the Promoters shall fully indemnify and keep indemnified FOA, its officers, employees and agents against any losses, expenses, damages, liabilities, fines, penalties, actions, judgments or claims sustained or incurred by FOA or its officers, employees or agents (including any interest, fees, expenses, cost of management time incurred) arising directly or indirectly as a result of the occurrence of any such event of default.

28.4 The covenants and duties of the Parties under Clauses 19 (intellectual property), 22 (timing data), 23 (marks) and 36 (confidentiality) shall survive the expiration or earlier termination of this Agreement.

## Force Majeure

29.1 For the purposes of this Agreement, a "force majeure event" shall mean, in relation to any Party, any act event or circumstance (whether arising from natural causes human agency or otherwise) which is not of such Party's making nor within that Party's control) including (to the extent not of such Party's making nor within that Party's control):

- (a) civil strife aircraft flood or fire and acts of God;
- (b) transportation delay or breakdown which prevents four or more Competitors who are due to participate in the Event from attending,

provided always that lack of funds shall not be interpreted as a cause which is not of a Party's making nor within a Party's control.

29.2 If during the Term either the Event is not included in the FIA Formula One World Championship Calendar for any year, or the Event is prevented from taking place or the Competitors are prevented from attending by reason of a force majeure event and such force majeure event occurred prior to the time scheduled for the start of Scrutineering and Sporting Checks, both Parties shall be deemed to be released from any obligations relating to the staging of that Event for that year as contained in Clauses 3, 4, 6 to 17 (inclusive), 20, 21 and 24 but without prejudice to the continuing liability of both Parties under such Clauses in respect of any other year to which this Agreement applies provided that:

- (a) as soon as reasonably practicable after the start of the force majeure event, the Party (the "Affected Party") affected by such force majeure event notifies the other Party of the act, event or circumstance relied on, the date on which such act, event or circumstance commenced, and the effect of the force majeure event on the Affected Party's ability to perform its obligations under this Agreement; and
- (b) the Affected Party makes all reasonable efforts to mitigate the effects of the force majeure event on the performance of its obligations under this Agreement and furnishes written reports every 30 days to the other Party on its progress in doing so, and provides any information relating to the force majeure event and its effects that the other Party may reasonably request.

29.3 Immediately after the end of the force majeure event, the Affected Party shall notify the other Party in writing that the force majeure event has ended and shall resume performance of its obligations under this Agreement.

## Variation and Waiver

30.1 No variation of this Agreement shall be effective unless it is in writing signed by both Parties.

30.2 No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving Party.

30.3 No delay or omission or failure to exercise any right or remedy provided for herein shall operate as or be deemed to be a waiver or relinquishment thereof or of any other right or remedy hereunder, nor shall any partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Every such right or remedy may be exercised when deemed expedient by the Party exercising such right or remedy and each Party may continue to demand strict and complete performance by the other of this Agreement in full.

- 30.4 The waiver of any term, provision or condition of this Agreement or of any order pursuant to this Agreement on any occasion shall not constitute a waiver of:
- (a) any other term, provision or condition of this Agreement; or
  - (b) such terms, provisions or conditions of this Agreement on any future occasion.

### **Rights Cumulative**

31. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party and the rights and remedies provided herein are not exclusive of any rights and remedies provided by law.

### **Third Party Consents, Authorisations etc**

32. If and when called upon by FOA so to do at any time during the Term of this Agreement, the Promoters shall deliver to FOA at its address designated under this Agreement for the provision of Notices, at no cost to FOA, written evidence in such form(s) and of such substance as is satisfactory to FOA and its advisers that all necessary agreements, leases, approvals, authorisations, permissions, exemptions, licences and consents of whatever nature are required in connection with the promotion and organisation of a round of the FIA Formula One World Championship and the use and exploitation of the Circuit for the staging of an Event subject to and in accordance with the provisions of this Agreement free and clear of any claims charges and other encumbrances have been irrevocably and unconditionally obtained by the Promoters and will be maintained throughout the Term.

### **Concorde Agreement**

33. The Promoters undertake to respect the Concorde Agreement to the extent that they are advised of the provisions thereof (and in the case of any changes that may be made to the Concorde Agreement after the date of this Agreement, to the extent they are given reasonable notice thereof).

### **Governing Law And Jurisdiction**

- 34.1 This Agreement shall be governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning or arising from this Agreement. Each Party irrevocably submits to the jurisdiction of the Courts of England and irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- 34.2 Notwithstanding clause 34.1, the Promoters shall at all times maintain an agent for service of process in England. The first such agent shall be \_\_\_\_\_ of \_\_\_\_\_ and if for any reason the Promoters replace their appointed agent or such agent no longer serves as its agent to receive service of process, the Promoters shall promptly appoint another agent and notify FOA of all details thereof, failing which process will be validly served on the Promoters if served on the agent whose details were last advised to FOA.
- 34.3 This Agreement is drawn up in the English language. If this Agreement is translated into another language, in case of conflict the English language text shall prevail over any other.



## Severability

- 35 Should any provision of this Agreement be partially or completely ineffective, invalid, illegal or unenforceable in any respect under any law, the remaining provisions shall remain unaffected.

## Confidentiality

- 36.1 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 FOA any confidential information of the Promoters and in the case of the undertaking by the Promoters any confidential information of FOA other than: (a) to their respective officers, employees, lawyers, auditors or other regulated professional advisers; or (b) to such persons as are mutually agreed in writing; or (c) 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 (d) to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority or pursuant to any order of court or other competent authority or tribunal.
- 36.2 For the purposes of this Clause 36, "**confidential information**" shall include:
- (a) the commercial contents of this Agreement;
  - (b) any extracts or provisions of the Concorde Agreement which may from time to time be disclosed to the Promoters (being confidential information of FOA); and
  - (c) any information which is expressly indicated to be confidential or is imparted to the other in circumstances importing an obligation of confidence.
- 36.3 Without prejudice to Clause 36.1, the Promoters shall not 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 FOA to any format and wording proposed to be used by the Promoters in such announcement, publication or disclosure to a third party.
- 36.4 If the Promoters become required, in circumstances contemplated by Clause 36.1(d), to disclose any confidential information it shall give to FOA such notice as is practical in the circumstances of such disclosure and shall co-operate with FOA, having due regard to FOA's views, and take such steps as FOA may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

## Assignment

37. The rights granted in this Agreement are personal to the Promoters and the Promoters may not sell, assign, sub-license, charge, dispose of by way of declaration of trust or otherwise deal with (or purport to sell, assign, sub-license, charge, dispose of by way of declaration of trust or otherwise deal with) any rights granted herein (whether beneficially or legally) to a third party except with the prior written consent of FOA whose consent may be given or withheld in the absolute discretion of FOA. FOA shall have the right to assign, license or otherwise dispose of any or all of the benefits or obligations on its part under this Agreement without the consent of the Promoters.

## Independent Contractors

38. FOA and the Promoters are independent contractors with respect to each other and nothing in this Agreement is intended to or shall operate to create any association, partnership, joint venture or agency relationship of any kind between them.

## Notices

- 39.1 A notice, approval, consent or other communication given under or in connection with this Agreement (a "Notice"):
- (a) must be written in the English language;
  - (b) must be left at the address of the addressee or sent by pre-paid first class post (airmail if posted from a place outside the United Kingdom) to the address of the addressee or sent by facsimile to the facsimile number of the addressee in each case which is specified in this Clause 39, and marked for the attention of the person so specified, or to such other address or facsimile number and/or marked for the attention of such other person as the relevant party may from time to time specify by Notice given in accordance with this Clause 39.
  - (c) The relevant details of each party at the date of this Agreement are:
    - To FOA:
      - Address: Formula One Management Limited at the address shown at the commencement of this Agreement
      - Facsimile:
      - Attention:
    - To the Promoters:
      - Address: the address shown at the commencement of this Agreement
      - Facsimile:
      - Attention:
- 39.2 In the absence of evidence of earlier receipt, any Notice shall take effect from the time that it is deemed to be received in accordance with Clause 38.3 below.
- 39.3 Subject to Clause 39.4, a Notice is deemed to be received:
- (a) in the case of a notice left at the address of the addressee, upon delivery at that address;
  - (b) in the case of a posted letter, on the seventh day after posting or, if posted from a place outside the United Kingdom, the tenth day after posting;
  - (c) in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient provided that a confirmatory copy of such facsimile shall have been sent by post in accordance with Clause 39.1 within 24 hours of such transmission.
- 39.4 A Notice received or deemed to be received in accordance with Clause 39.3 on a day which is not a Business Day (a "Business Day" being any day which is not a Saturday, Sunday or a bank or public holiday in England) or after 5 p.m. (local time) on any Business Day, shall be deemed to be received on the next following Business Day.
- 39.5 Each Party undertakes to notify the other Party by Notice served in accordance with this Clause 39 if the address specified herein is no longer an appropriate address for the service of Notice.

## Liability

- 40.1 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the obligations of

either Party under this Agreement are hereby excluded to the fullest extent permitted by any applicable law.

40.2 FOA shall not, in any circumstances, be liable (whether in tort, contract or otherwise) for loss of profits, anticipated savings, business, time or goodwill or for any indirect or consequential loss or damages in connection with this Agreement.

40.2 Except in respect of injury to or death of any person caused by negligence (for which no limit applies), the maximum aggregate liability of FOA for any loss or damages in respect of this Agreement throughout the Term shall in no circumstances exceed such part of the payments actually received by FOA hereunder.

### **Costs**

41. Each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to herein.

### **Entire Agreement**

42.1 This Agreement together with the documents set out in Schedule A represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the foregoing excludes any warranty, condition or other undertaking implied at law or by custom to the fullest extent possible under any applicable law.

42.2 Each of the Parties confirm that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, neither Party has relied on any representation or warranty or undertaking which is not contained in this Agreement or any document set out in Schedule A or which was made by any other person and neither Party shall have any remedy in respect of misrepresentation or untrue statement made by the other Party or any of its representatives unless and to the extent a claim lies under this Agreement.

### **Third Party Rights**

43. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to rely upon or enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is otherwise available apart from the Act.

IN WITNESS WHEREOF the Parties have by their duly authorised representatives have hereunto set their hands the day and year first above written

SIGNED by

being authorised so to do for and on behalf of  
**FORMULA ONE MANAGEMENT LIMITED**  
acting in its capacity as Formula One Administration Limited's agent and business manager for and on behalf of  
**FORMULA ONE ADMINISTRATION LIMITED**

.....  
*Witnessed by:*

Witness ..... (signature)

Name:.....  
Address:.....

Signed for and on behalf of **VALMOR SPORTS S.L.**

by: ..... being duly authorised so to do

.....  
*Witnessed by:*

Witness ..... (signature)

Name:.....  
Address:.....