



Terms & Conditions (Athletes/Events)

I. License: The FMBA is the world governing body for the sport of freeride mountain biking. The FMBA organizes and stages together with several Event Hosts the World Tour of Freeride Mountain bike events - the FMB World Tour. The FMB World Tour is the official international circuit of professional Freeride Mountain Bike competitions in the disciplines Dirt Jump, Slopestyle and Big Mountain. To become part of the FMB World Tour Athletes and Event Hosts have to apply for a License of the FMBA. The License is granted to Athletes and Event Hosts that comply with the FMBA Rules and all further requirements established by the FMBA.

II. Marketing Program: To further improve the standing and image of the FMB World Tour and to establish the FMB World Tour as a solid event series and institution within the extreme sports scene, the FMBA needs to acquire new Commercial Partners, e.g. sponsors and media partners, for the FMB World Tour. For this purpose the FMBA has developed a Marketing Program which includes selected Events and Athletes for centralized marketing of the FMB World Tour. As implementation of the Marketing Program the FMBA needs to collect Media Rights and Marketing Rights of the Event Host(s) and Athlete Rights of the Athletes to develop appropriate Partner Packages for Commercial Partners. The FMBA is either the original owner of the rights required for successful centralized marketing of the FMBA and the FMB World Tour, such as the FMBA Brand Rights, or these rights are owned by original owners (e.g. Athletes, Event Hosts) and therefore need to be granted to the FMBA or to a third party on behalf of FMBA in order to enable the successful commercial exploitation of the FMB World Tour.

Chapter 1: Commitment to the FMBA RULES

(1) By completion and submission to the FMBA or to the third party on behalf of FMBA of an online or hard copy form of a Event Application Form and/or Athlete Registration Form, the Event Host and/or the Athlete confirms that he/she has read, understood and accepted and will comply with the following binding rules established by the FMBA:

- FMB World Tour Rule Book
- FMBA By-Laws
- FMB World Tour TCs
- Athlete Agreement consisting of Athlete Registration Form and Athlete Marketing Form (if applicable)
- Event Agreement consisting of Event Licensing Form and Event Marketing Form (if applicable)

All Event Hosts and Athletes participating in the FMB World Tour are subject to the jurisdiction of the FMBA and shall comply with, be bound by and conduct the Event and the participation as Athlete in accordance with the FMBA Rules.

- (2) Any participation in the FMB World Tour as Event or Athlete and any transfer, licensing, exploitation or use of the Marketing Rights, Media Rights or Athlete Rights of the Locals Hosts or Athletes by the FMBA will be subject to the FMBA Rules.
- (3) All FMBA Rules and further information for the Athletes and Events are published and available on the Website of the FMBA www.fmbworldtour.com.

Chapter 2: FMB World Tour License

1. FMBA Event License

- (1) FMBA Event License: Any participation in the FMB World Tour as Event, in particular to be included in the FMB World Tour Calendar as official tour stop of the FMB World Tour, requires a valid FMBA Event License granted by the FMBA to the Event Host.
- (2) Application: To apply for a FMBA Event License the Event Host has to
- complete and submit the Event Application Form to the FMBA together with the required information regarding the Event set forth in the FMB World Tour Rule Book and/or requested by the FMBA, and
 - pay the yearly Event Fee as consideration for the rights granted under the Event Agreement, in particular for all benefits the Event is gaining through communicational, administrative and organizational services of the FMBA and for the use of the FMBA Brands. The Event Fee is due to the category of the Event (Diamond, Gold, Silver or Bronze) pursuant to the detailed regulations in the FMB World Tour Rule Book. The payment shall be made together with the submission of the Event Application Form, or in case of a longer Term of the Event Agreement together with submission of the Event Evaluation Form, to the FMBA free of bank charges to the account set forth in the FMB World Tour Rule Book. No refund shall be made for any sums paid, whether or not the Event is actually held and/ or the Event Agreement ends for whatever reason.

By applying for the FMBA Event License the Event Host is subject to the jurisdiction of the FMBA and shall comply with, be bound by and conduct the Event in accordance with the FMBA Rules.

- (3) Granting of the License: Granting of the FMBA Event License is in the sole discretion of the

FMBA. The FMBA Event License will not be granted before the Event Host has fulfilled the obligations set out in Chapter 2, Clause 1, para. (2). The Event Host applying for the FMBA Event License undertakes to accept any decision by FMBA in relation to the FMBA Event License as final and binding. The FMBA grants the FMBA Event License to the Event Host by signing and submitting the Event Licensing Form to the Event Host using the information submitted to the FMBA by the Event Host with the Event Application Form.

The Event Licensing Form must be countersigned by such person(s) duly authorized to represent the Event Host and give the required undertakings, representations and commitments. In case FMBA requests any proof of such legal authorization, the Event Host shall submit the relevant certificates to the FMBA. The countersigned Event Licensing Form must be submitted to the FMBA within five (5) working days subsequent to the receipt of the Event Licensing Form from the FMBA (email with signed electronic copy is sufficient as long as the original copy is also in the post on that date). Event Hosts are not entitled to modify, amend or change the Event Licensing Form subsequent to its completion by the FMBA, unless the FMBA has approved the modification, amendments or changes in writing prior to the submission of the form to the FMBA. Any modified, amended or changed Event Licensing Form not approved by the FMBA shall be deemed as invalid and has the consequence that the FMBA is entitled to withdraw the FMBA Event License with immediate effect.

- (4) Event Evaluation: In case of a longer Term of the Event Agreement (more than one year, see Chapter 4, Clause 1, para. (1)) such licensed Event Hosts are obliged to complete and submit an Event Evaluation Form to the FMBA (instead of the Event Application Form pursuant to Chapter 1, Clause 1, para (2)) at least six (6) months before the upcoming Event of every year during the Term of the Event Agreement.

(5) Event Agreement: The parties acknowledge and agree that further details and binding conditions of the Event Agreement, including but not limited to the following

- a. Name of the Event
- b. Place of the Event
- c. Date and duration of the Event
- d. Event Schedule
- e. Event Categorization
- f. Event Format
- g. License Rights and Obligations
- h. Territory of the Event Agreement
- i. Term of the Event Agreement
- j. Event Fee

shall be set out in the FMB World Tour Rule Book and the Event Licensing Form to be completed and submitted by the FMBA to the Event Host.

2. FMBA Athlete License

(1) FMBA Athlete License: Any participation in the FMB World Tour as Athlete, in particular to be included in the FMB World Tour and to be in the position to gain points, requires a valid FMBA Athlete License granted by the FMBA to the Athlete.

(2) Application: To apply for a FMBA Athlete License the Athlete has to

- a. complete the Athlete Registration Form available on the Website of the FMBA www.fmbworldtour.com and submit the Athlete Registration Form together with the required information regarding the Athlete set forth in the FMB World Tour Rule Book and/or requested by the FMBA to the FMBA, and
- b. duly pay the yearly Athlete Fee as consideration for the rights granted under the Athlete Agreement. The Athlete Fee is due to the category of the Athlete (PRO or AM) pursuant to the detailed regulations in

the FMB World Tour Rule Book. The payment shall be made together with the submission of the Athlete Registration Form via the online registration on the Website of the FMBA www.fmbworldtour.com, or in case of a longer Term of the Athlete Agreement within 14 days after receipt of the Athlete License Card for the respective season during the Term, to the FMBA free of bank charges to the account set forth in the FMB World Tour Rule Book. No refund shall be made for any sums paid, whether or not the Athlete License is returned to the FMBA and/or the Athlete Agreement ends for whatever reason.

By applying for the FMBA Athlete License the Athlete is subject to the jurisdiction of the FMBA and shall comply with, be bound by and take part in the FMB World Tour in accordance with the FMBA Rules. Subsequent to the application of the Athlete the FMBA shall send a confirmation to the Athlete which is - for the sake of clarification - not legally binding for the FMBA and in particular not identical with granting the FMBA Athlete License.

(3) Granting of the FMBA Athlete License: Granting of the FMBA Athlete License is in the sole discretion of the FMBA. The FMBA Athlete License will not be granted before the Athlete has fulfilled the obligations set out in Chapter 2, Clause 2, para (2). The Athlete applying for the FMBA Athlete License undertakes to accept any decision by FMBA in relation to the FMBA Athlete License as final and binding. The FMBA grants the FMBA Athlete License to the Athlete by sending the Athlete License Card to the Athlete using the information submitted to the FMBA by the Athlete with the Athlete Registration Form. Athletes are not entitled to modify, amend or change the Athlete License Card. Any modified, amended or changed Athlete License Card shall be deemed as invalid and has the consequence that the FMBA is entitled to withdraw the FMBA Athlete License with immediate effect.

(4) Athlete Agreement: The parties acknowledge and agree that further details and binding conditions of the Athlete Agreement, including but not limited to the following

- a. Name and contact details of the Athlete
- b. Athlete Categorization (PRO license or AM license)
- c. Term of the Athlete Agreement
- d. Athlete License rights and obligations
- e. Athlete Fee
- f. Personal sponsors of the Athlete

shall be set out in the FMB World Tour Rule Book and the Athlete Registration Form to be completed and submitted by the Athlete to the FMBA.

(5) Membership in the FMBA: The Athlete acknowledges and agrees that holding the FMBA Athlete License further requires the membership of the Athlete in the FMBA; further details of the membership of the Athlete in the FMBA are set out in the FMB World Tour Rule Book and the FMBA By-laws.

3. License Rights and Obligations of the Event Hosts

(1) Right to be part of the FMB World Tour: By issuing the FMBA Event License the FMBA grants to the Event Host the right of being official tour stop with its Event during the Term of the Event Agreement subject to the terms and conditions set forth herein and in particular in the FMB World Tour Rule Book. During the Term the Event Host agrees not to participate with its Event in any other Mountain Bike or Extreme Sports tour or series and not to make use of any logo and/or name of any other organization organizing or presenting a Mountain Bike or Extreme Sports tour or series, unless otherwise approved by the FMBA in writing. The Event Host acknowledges and agrees to host the Event(s) in accordance with the FMBA Rules, in particular to fully comply with the requirements for Events set

out in the FMB World Tour Rule Book and/or established by the FMBA.

(2) FMBA Brands: As official tour stop of the FMB World Tour the Event Host shall identify itself and its Event clearly to the public as being part of the FMB World Tour and shall cooperate fully with the FMBA in furthering public awareness of the FMB World Tour. For this purpose the Event Host acknowledges that the FMBA has created the FMBA Brands which shall be used in any advertising or promotion materials or any other communications to public (including but not limited to invitations, press releases, flyer, banner and merchandizing products) regarding Events which are official tour stop of the FMB World Tour in accordance with the FMBA Rules.

a. Subject to the terms and conditions set forth herein and in particular in the FMB World Tour Rule Book the FMBA grants the right to the Event Host, on a non-exclusive basis to use the FMBA Brands during the Term and in the Territory in any advertising or promotion materials or any other communications to public in connection with the Event. The Event Host acknowledges and agrees that he is not only entitled but also obliged to use of the FMBA Brands according to the terms and conditions set forth herein and in the FMB World Tour Rule Book.

b. In general, any use of the FMBA Brands must be approved in advance by the FMBA within five (5) working days of the request, unless the parties have agreed otherwise in advance. In particular the Event Host shall first produce samples of all advertising or promotion materials or any other communications to public and submit these samples to the FMBA for approval. Such samples shall be provided to the FMBA free of charge and at no costs for the FMBA. These materials may only be produced, distributed, published and/or promoted if the FMBA has approved in writing the samples. In case the FMBA has not reacted to the

request for approval of the Event Host within 5 working days the request shall be deemed as approved by the FMBA.

- c. Independent from a prior approval, the FMBA shall be entitled to object to a concrete type of use of the FMBA Brands by the Event Host and/or any contractual partner of the Event Host in substantially justified cases, in particular if such use of the FMBA Brands by the Event Host and/or a contractual partner of the Event Host:
 - (a) is conducted, or may be seen as use, in relation to any other purpose or in any other form as set forth in the Event Agreement and/or the FMB World Tour Rule Book,
 - (b) infringes or threatens to infringe, the rights of Commercial Partners of the FMBA and/or constitutes a conflict with the rights of Commercial Partners of the FMBA, or
 - (c) significantly damages, or threatens to damage, the image and reputation of the FMBA, the FMB World Tour and/or the FMBA Brands.
- d. The Event Host acknowledges that the form shown in the FMB World Tour Rule Book may contain the registration mark ® as part of the design of the FMBA Brands, and the Event Host undertakes then to only use the FMBA Brands including such registration mark at all times, unless this indication is only possible under inadequate expenses for the Event Host.
- e. The Event Host may not assign, grant, sub-license or otherwise transfer any of the rights or obligations in relation to the FMBA Brands, in whole or in part, to any third party, unless such transaction has been previously approved in writing by the FMBA. Any request for approval shall be submitted by the Event Host to the FMBA reasonably in advance of the transaction. The Event Host may not pledge the rights or otherwise encumber the rights with effect in rem in the FMBA Brands granted to it under the Event Agreement.
- f. Any use of the FMBA Brands in or in connection with the Events or on any advertising or promotion materials, by the Event Host shall be deemed to be use by the FMBA. The Event Host hereby transfers to the FMBA in advance any trademark and/or other intellectual property rights in relation to the FMBA Brands which may arise in any manner in any of the territories being part of the Territory as a consequence of the use of the designations. If such transfer of such rights is not legally possible in this form, the Event Host hereby grants to the FMBA an exclusive, transferable license to use any of these rights, free of charge and including the right to grant respective sub-licenses.
- g. The Event Host shall notify the FMBA without delay if the Event Host becomes aware of any actual or prospective infringement or impairment of the FMBA Brands, in particular, if the Event Host becomes aware of any third party which applies for registration, or uses a mark, sign or designation as a trademark which is identical and/or confusingly similar to the FMBA Brands. The FMBA shall be obliged to the same notification duties towards the Event Hosts in connection with any actual or prospective infringement of the FMBA Brands belonging to the Event Host. However, only the FMBA shall be entitled to file oppositions against the application for, or registration of any trademarks with a lower seniority. The same applies for cancellation requests and cancellation actions against the registration of third-party trademarks. In case of trademark infringements by third parties, the FMBA will decide, at his own discretion, how to defend against such infringement and whether and how to take any legal or other actions to defend the FMBA Brands. In principle, the Event Host

shall not be entitled to take any legal actions against third parties in its own name with regard to the FMBA Brands. The Event Host shall be entitled to join an action for infringement lodged by the FMBA in order to assert the damage suffered by the Event Host. All costs associated therewith shall be borne by the Event Host itself. If claims are asserted against the Event Hosts by a third party for the use of the FMBA Brands, the Event Host shall notify the FMBA without delay. Upon request by the Event Host, the FMBA shall support the Event Host with its best efforts in his legal defense against these challenges by third parties.

h. The Event Host agrees and acknowledges that not all FMBA Brands are registered trademarks in every territory. Therefore, the Event Host is fully aware that not all FMBA Brands are fully protected by national trademark laws (e.g. the national office might refuse registration since the marks might be seen as descriptive or a third party might successfully object the registration of the marks). For the sake of clarification, in case deletion or refusal of registration of a Contract Trademark by a national office the Event Host is not entitled to claim any damages from the FMBA, or to reduce the royalty payments hereunder. However, the FMBA undertakes to use his best efforts to gain a full effective trademark protection of all FMBA Brands in due time.

- (3) Athlete Treatment: The Event Host shall fully comply with the terms and conditions set forth herein and in particular in the FMB World Tour Rule Book in terms of treatment of the Athletes, including but not limited to regulations regarding the competition access, invitations of the Athletes, Athlete on-site accreditation, Athlete on-site support.
- (4) On-site safety: The Event Host is fully responsible for the safety of the Athletes and/or the spectators of the Event. The Event Host shall take the respective safety measures in order to

guarantee the safety of the Athletes and/or spectators (e.g. nets and cushions at the race course etc.). During the complete Event (beginning with the training sessions of the Event), the Event Host is responsible to provide the necessary safety stuff (e.g. an English-speaking First Aid/Paramedics Team, Ambulance Car, Physician), to be set out in detail in the FMB World Tour Rule Book. In case of infringements of this obligation the FMBA is entitled to withdraw all rights granted under the Event Agreement.

- (5) Insurance: The Event Host shall secure and maintain at its own expense an appropriate insurance policy to cover to the extent reasonably possible the risk of damages which may be suffered by the Event Host, the Athletes, the spectators of the Events, the FMBA and/or partners of the FMBA, in particular host insurance, general liability insurance etc. The FMBA shall be named as additional insured under such insurance policy. The Local Host will provide the FMBA with a copy of such insurance policy upon request of the FMBA. Further details of the requirement to secure and maintain an appropriate insurance policy are set out in the FMB World Tour Rule Book.
- (6) Media Footage: Each Event Host shall produce and deliver within four business days subsequent to the Event to FMBA free of charge a pre-cleared Media Footage (moving pictures) of the Event in accordance with the terms and conditions set forth herein and in particular in the FMB World Tour Rule Book. Each Event Host hereby grants to the FMBA the non-exclusive right to broadcast, or permit to be broadcasted, or otherwise use the Media Footage free of charge subject to the terms and conditions set forth herein and in particular the FMB World Tour Rule Book.
- (7) Event Pictures: Each Event Host shall produce and deliver within four business days subsequent to the Event to FMBA without charge Event Pictures (still pictures) of the Event in accordance with the terms and conditions set forth herein and in particular in the FMB World Tour Rule Book.

Each Event Host hereby grants to the FMBA the non-exclusive right to use, re-use, publish and re-publish the Event Pictures (in which competing Athletes may be included) free of charge for communication and commercial purposes of the FMBA and/or the FMB World Tour subject to the terms and conditions set forth herein and in particular the FMB World Tour Rule Book.

(8) Breach of Contract: In case the Event Host infringes its obligations pursuant to the Event Agreement set forth herein and in particular in the Event License Form and the FMB World Tour Rule Book ("Breach of Contract"), the FMBA is entitled to its sole discretion to

- a. impose a contractual penalty on the Event Host;
- b. withdraw any rights, or parts thereof, granted under the Event Agreement to the Event Hosts;
- c. downgrade an Event regarding its Event Categorization due to the specifications in the Event License Form;
- d. disqualify the Event Host and the Event from the FMB World Tour Calendar, i.e. withdraw the Event License with immediate effect,

according to the terms and conditions set forth in the FMB World Tour Rule Book and in particular the FMBA Contractual Penalty Catalogue. In any case, the Event Host has no right to refund for any sums paid (e.g. Event Fee). Independent from the abovementioned legal consequences the FMBA remains entitled to take further legal actions against the Event Host in case of a Breach of Contract (e.g. claim for damages).

4. License Rights and Obligations of the Athletes

(1) Right to be part of the FMB World Tour: By issuing the FMBA Athlete License the FMBA grants to the Athlete the right of being official FMB World Tour Athlete during the Term of the Athlete Agreement. During the Term the Athlete agrees not to participate in any other Mountain Bike or Extreme Sports tour or series and not to

make use of any logo and/or name of any other organization organizing or presenting a Mountain Bike or Extreme Sports tour or series, unless otherwise approved by the FMBA in writing. The Athlete acknowledges and agrees to participate in the FMB World Tour in accordance with the FMBA Rules, in particular to fully comply with the requirements for Athletes set out in the FMB World Tour Rule Book and/or established by the FMBA.

(2) Insurance: The Athlete shall secure and maintain at its own expense an appropriate insurance policy to cover to the extent reasonably possible the risk of damages which may be suffered by the Athletes, the Event Hosts, the spectators of the Events, the FMBA and/or partners of the FMBA, in particular medical insurance, sports liability insurance etc. The Athlete will provide the FMBA with a copy of such insurance policy upon request of the FMBA. Further details of the requirement to secure and maintain an appropriate insurance policy are set out in the FMB World Tour Rule Book.

(3) Personality Rights: Subject to the terms and conditions of the FMBA Rules and the applicable data protection laws, each Athlete hereby grants to the FMBA on a non-exclusive basis the right to use (and to sub-license the use) in any kind the name, nickname, image (still and moving), personal statistics, likeness, biography, logo, art work, voice or other identification, alone or in conjunction and/or other elements of personal rights of each Athlete free of charge for the purpose of advertising, promotion and/or other communication purposes of the FMBA and/or the FMB World Tour in general (e.g. exploitation of Event pictures in newspapers, magazines, motion pictures, programs, websites, FMB World Tour yearbooks, broadcasts and telecasts, educational materials, FMB World Tour trailer etc. on which an Athlete is visible) as long as such advertising, promotion and/or other communication is directly related to the FMBA and/or the FMB World Tour and does not have its focus on the Athlete as individual. For the avoidance of doubt, in case the FMBA or any

third party on behalf of the FMBA plans to commercially exploit the Athlete as an individual and use the Athlete Rights or parts thereof in particular as part of the Partner Packages for the Commercial Partners (e.g. appearances of an Athlete for promotion activities of a Commercial Partner of the FMBA) within the Marketing Program, this use is subject to the terms and conditions set forth in Chapter 3 of this FMB World Tour TCs and the further Approval of the Athlete pursuant to Chapter 3 Clause 3 para. (2) of this FMB World Tour TCs.

- (4) **Breach of Contract:** In case an Athlete infringes its obligations pursuant to the Athlete Agreement set forth herein and in particular in the FMB World Tour Rule Book (“Breach of Contract”), the FMBA is entitled to its sole discretion to
- a. impose a contractual penalty on the Athlete subject to the terms and conditions set forth in the FMB World Tour Rule Book;
 - b. withdraw any rights, or parts thereof, granted under the Athlete Agreement to the Athlete;
 - c. suspend the Athlete for a limited time period from FMB World Tour;
 - d. disqualify the Athlete from the FMB World Tour, i.e. withdraw the Athlete License with immediate effect.

The Athlete has no right to refund for any sums paid (e.g. Athlete Fee). Independent from the abovementioned legal consequences the FMBA remains entitled to take further legal actions against the Athlete in case of a Breach of Contract (e.g. claim for damages).

- (5) **Early Return of FMBA Athlete License:** The Athlete is only entitled to return the FMBA Athlete License before end of Term due to material reasons (e.g. injuries that lead to competition inability of the Athlete). In case of a material reason the Athlete shall submit the FMBA Athlete License Card and the reasons (in writing) for the return of the FMBA Athlete License to the FMBA. FMBA shall confirm the return in writing (email is sufficient). For the sake of clarification, with early

return of the FMBA Athlete License for whatever reason any and all rights granted under the FMBA Athlete License end with immediate effect. The Athlete has no right to refund for any sums paid (e.g. Athlete Fee).

8. Waiver of Claims, Indemnification and Limitation of Liability in terms of the FMB World Tour License

- (1) **Waiver of Claims:** Each Athlete and each Event Host hereby waives any and all claims of liability against FMBA, any FMBA partners and their officers, directors, employees, members, agents, representatives, contractors and/or auxiliary persons, for any loss or damage to the Event Host resulting from, or in connection with the participation on the FMB World Tour as Event or Athlete and/or any related decisions, information provided or communications, by FMBA, any FMBA partners and their officers, directors, employees, members, agents, representatives, contractors and/or auxiliary persons whether or not such loss or damage may have been caused by or resulted from the negligence of FMBA, any FMBA partners and their officers, directors, employees, members, agents, representatives, contractors and/or auxiliary persons.
- (2) **Indemnification:** Each Athlete and each Event Host undertakes to indemnify and hold FMBA harmless, as well as any FMBA partners and their officers, directors, employees, members, agents, representatives, contractors and/or auxiliary persons from any and all obligations or liabilities, including any and all claims, losses, damage, injuries, liabilities, objections, demands, recoveries, deficiencies, costs and expenses which they may suffer or incur arising out of or in any way connected with the participation on the FMB World Tour as Event (e.g. accident at the Event) or Athlete (e.g. injury in connection with the Event), or any acts or omissions of the Tenderer hereunder.

- (3) Limitation of Liability: FMBA, any FMBA partners and their officers, directors, employees, members, agents, representatives, contractors and/or auxiliary persons as well as their licensees or sub-contractors shall not be liable to the Athlete and/or the Event Host for the death, personal or property losses, damages or injuries related to this Tender Registration and/or the Accommodation Tender to the extent permitted by law.

Chapter 3: Marketing of the FMB World Tour

1. Right to Market the FMB World Tour

- (1) Common Purpose of Marketing of the FMB World Tour: The parties acknowledge and agree that the FMBA needs to acquire new Commercial Partners, e.g. sponsors and media partners, for the FMB World Tour in order to further improve the standing and image of the FMB World Tour and to establish the FMB World Tour as a solid event series and institution within the extreme sports scene. For the purpose of a successful marketing of the FMB World Tour, the FMBA selects the most successful Events and Athletes to integrate them into a Marketing Program for a centralized marketing. In order to enable the centralized marketing such Event Hosts and Athletes are required to grant Marketing Rights, Media Rights and/or Athlete Rights to the FMBA in order to enable the FMBA the creation and sale of Partner Packages for Commercial Partners of the FMB World Tour consisting of rights original owned by the FMBA as well as Marketing Rights, Media Rights and/or Athlete Rights owned by the Event Hosts and/or Athletes. Details of these rights granted to the FMBA (i.e. Marketing Rights Media Rights and/or Athlete Rights) shall be negotiated between the involved parties on a case by case basis by using the Event Marketing Form and/or the Athlete Marketing Form.
- (2) Right of FMBA to market FMB World Tour / Approval of Event Hosts and Athletes: In any case the FMBA shall be entitled to offer Partner

Packages to potential sponsors and/or media partners for the FMB World Tour in its own name and on its own account. However, in case a Partner Package includes Marketing Rights, Media Rights and/or Athlete Rights, i.e. rights owned by the Event Host(s) and/or Athlete(s), the FMBA shall in any case prior to a legally binding offer to a Commercial Partner seek the prior Approval of the respective Event Host(s) and/or Athlete(s). The Approval might be granted by signing the Event Marketing Form according to Chapter 3 Clause 2 (3) and/or Athlete Marketing Form according to Chapter 3 Clause 3 (2) of this FMB World Tour TCs.

- (3) FMBA as principal: For the avoidance of doubt, all sales of Partner Packages (e.g. sponsorships or media partnerships) in accordance with these FMB World Tour TCs will be concluded by and in the name of the FMBA and/or a third party on behalf of the FMBA and all sponsoring, marketing and/or media contracts with Commercial Partners will be executed by the FMBA as principal.

2. Approval and Transfer of the Event Rights

- (1) Request for Approval: In case a Partner Package(s) established by the FMBA include(s) Marketing Rights and/or Media Rights owned by the Event Host(s) the FMBA shall in any case prior to a legally binding offer to a Commercial Partner seek the approval of the Event Host(s) by sending a respective request for approval to the Event Host(s). The FMBA requests the approval of the Event Host(s) by completing and submitting the Event Marketing Form to the Event Host(s). The Event Marketing Form shall contain the details and binding conditions to which the rights of the Event Host included into the Partner Package(s) need to be granted for the purpose of a centralized marketing, including but not limited to the following
- a. Name of the Event;
 - b. Specified Marketing Rights and Media Rights owned by the Event Host and included into the proposed Partner Package;

- c. Allocation of responsibilities for the delivery of the specified Marketing Rights and Media Rights;
- d. Commission of the Event Host as consideration for the rights granted to the FMBA for the purpose of a centralized marketing within the Marketing Program to be paid in case of a successful sale of the Partner Package;
- e. Closed sponsor categories in case of exclusive agreements between the Event Host and third parties in which the FMBA is not allowed to acquire Commercial Partners, for the avoidance of doubt in any other category the FMBA is allowed to seek for Commercial Partners;
- f. Territory of the Event Agreement;
- g. Term of the Event Agreement;
- h. Limited time period for the exercise of the option right set forth in Chapter 3 Clause 2 para. (2) lit. d.

In the event of any ambiguity or conflict between the Event Marketing Form and these FMB World Tour TCs, the provisions of the Event Marketing Form shall prevail.

- (2) Approval of the Event Host: The Event Host shall grant its approval by signing and submitting the Event Marketing Form to the FMBA. For the avoidance of doubt, these FMB World Tour TCs and the comprehensive process of approval and transfer of the Marketing Rights and/or Media Rights pursuant to Chapter 3 Clause 2 shall form the basis for a successful and efficient centralized marketing of the FMB World Tour and shall enable timesaving negotiations between the FMBA and the Event Host(s) in case of upcoming marketing chances for the FMBA and/or FMB World Tour. Therefore, the Event Host(s) may only refuse the approval in case of material reasons.

By signing and submitting the Event Marketing Form to the FMBA the Event Host warrants and undertakes that

- a. it has read, understood and accepted and will comply with the binding terms and conditions set forth in the Event Marketing Form and this FMB World Tour TCs;
- b. it has the full right, title and authority to grant the rights set forth in the Event Marketing Form and this FMB World Tour and to accept and perform the obligations imposed on it under the Event Marketing Form and this FMB World Tour TCs;
- c. it grants to the FMBA the power of attorney to offer the Partner Package(s) including the Marketing Rights and/or Media Rights owned by the Event Host subject to the terms and condition set forth in the Event Marketing Form and this FMB World Tour TCs in the name and on the account of the FMBA;
- d. it grants to the FMBA, for the limited time specified in the Event Marketing Form, the legally binding option right to conclude into any agreement(s) with any Commercial Partner(s), without further approval of the Event Host, exploiting the Marketing Rights and/or Media Rights set forth in the Event Marketing Form subject to the binding terms and conditions set forth in the Event Marketing Form and this FMB World Tour TCs;
- e. it acknowledges and agrees that the transfer and/or assignment of the Marketing Rights and/or Media Rights set forth in the Event Marketing Form or parts thereof that are required to conclude into and/or fulfill the agreement(s) with Commercial Partners comes immediately into force when the FMBA exercises the option pursuant to Chapter 3 Clause 2 para. (2) lit. d;
- f. it shall not during the term established in the Event Marketing Form engage in any promotional activity that negatively influence the Marketing Rights and/or Media Rights set forth in the Event Marketing Form, or otherwise exploit any of the Marketing Rights and/or Media Rights set forth in the

Event Marketing Form, with or in connection with any third party, nor exercise the Marketing Rights and/or Media Rights set forth in the Event Marketing Form in such a manner that a confusion may arise in the minds of the public as to the identity of the person to whom the FMBA has granted the Marketing Rights and/or Media Rights set forth in the Event Marketing Form, unless the FMBA has otherwise approved in writing;

- g. it will use all reasonable efforts to assist and support the FMBA or any third party on behalf of the FMBA to successfully market the FMBA and/or the FMB World Tour
- h. it will fulfill itself and/or enable the fulfillment of any agreements of the FMBA and/or third party on behalf of the FMBA with any Commercial Partner(s) according to the terms and conditions set forth in the Event Marketing Form and/or this FMB World Tour TCs; and
- i. it shall not do or permit anything to be done which might adversely affect the rights of the FMBA in or to any of the Marketing Rights and/or Media Rights set forth in the Event Marketing Form or the value of such rights and shall provide all reasonable assistance to the FMBA and/or any third party on behalf of the FMBA in relation to the protection and the exploitation of the Marketing Rights and/or Media Rights.

(3) Transfer of the Marketing and/or Media Rights:

The FMBA exercises the option pursuant to Chapter 3 Clause 2 para. (2) lit. d to conclude into any agreement(s) with any Commercial Partner(s) exploiting the Marketing Rights and/or Media Rights set forth in the Event Marketing Form by written confirmation (email is sufficient) to the Event Host(s). With exercising such option the transfer and/or assignment of the Marketing Rights and/or Media Rights and/or parts thereof that are required to conclude into and/or fulfill the agreement(s) with Commercial Partners come immediately into force, i.e. the FMBA is entitled to

commercially exploit (use and/or sub-license the use in any kind) the Marketing Rights and/or Media Rights set forth in the Event Marketing Form in the name and on the account of the FMBA and/or a third party on behalf of the FMBA subject to the binding terms and conditions set forth in the Event Marketing Form and this FMB World Tour TCs in any form now known or hereafter developed.

3. Approval and Transfer of the Athlete Rights

- (1) Request for Approval: In case Partner Package(s) established by the FMBA include(s) also Athlete Rights owned by the Athlete, i.e. rights in addition to the Personality Rights granted to the FMBA free of charge with applying for the FMBA Athlete License according to Chapter 2, Clause 4, para. (3), the FMBA shall in any case prior to a legally binding offer to a Commercial Partner seek the approval of the Athlete(s) by sending a respective request for approval to the Athlete(s). The FMBA requests the approval of the Athlete(s) by completing and submitting the Athlete Marketing Form to the Athlete(s). The Athlete Marketing Form shall contain the details and binding conditions to which the rights of the Athlete included into the Partner Package(s) need to be granted for the purpose of a centralized marketing, including but not limited to the following
 - a. Name of the Athlete;
 - b. Specified Athlete Rights owned by the Athlete and included into the proposed Partner Package;
 - c. Commission of the Athlete as consideration for the rights granted to the FMBA for the purpose of a centralized marketing to be paid in case of an successful sale of the Partner Package;
 - d. Closed branches in case of exclusive agreements between the Athlete and third parties in which the FMBA is not allowed to

acquire Commercial Partners, for the avoidance of doubt in any other category the FMBA is allowed to seek for Commercial Partners;

- e. Territory of the Athlete Agreement;
- f. Term of the Athlete Agreement.

In the event of any ambiguity or conflict between the Athlete Marketing Form and these FMB World Tour TCs, the provisions of the Athlete Marketing Form shall prevail.

- (2) Approval of the Athlete: The Athlete shall grant its approval by signing and submitting the Athlete Marketing Form to the FMBA. For the avoidance of doubt, these FMB World Tour TCs and the comprehensive process of approval and transfer of the Athlete Rights pursuant to Chapter 3, Clause 3, para. (1) to (3) shall form the basis for a successful and efficient centralized marketing of the FMB World Tour and shall enable timesaving negotiations between the FMBA and the Athlete(s) in case of upcoming marketing chances for the FMBA and/or FMB World Tour. Therefore, the Athlete(s) may only refuse the approval in case of material reasons.

By signing and submitting the Athlete Marketing Form to the FMBA the Athlete warrants and undertakes that

- a. he has read, understood and accepted and will comply with the binding terms and conditions set forth in the Athlete Marketing Form and this FMB World Tour TCs;
- b. he has the full right, title and authority to grant the rights set forth in the Athlete Marketing Form and this FMB World Tour and to accept and perform the obligations imposed on it under the Athlete Marketing Form and this FMB World Tour;
- c. he grants to the FMBA the power of attorney to offer the Partner Package(s) including the Athlete Rights owned by the Athlete subject to the terms and condition set forth in the Athlete Marketing Form and this FMB World

Tour TCs in the name and on the account of the FMBA;

- d. he grants to the FMBA the legally binding option right to conclude into any agreement(s) with any Commercial Partner(s), without further approval of the Athlete, exploiting the Athlete Rights set forth in the Athlete Marketing Form subject to the binding terms and conditions set forth in the Athlete Marketing Form and this FMB World Tour TCs;
- e. he acknowledges and agrees that the transfer and/or assignment of the Athlete Rights set forth in the Athlete Marketing Form or parts thereof that are required to conclude into and/or fulfill the agreement(s) with Commercial Partners comes immediately into force when the FMBA exercises the option pursuant to Chapter 3, Clause 3, para. (2) lit. d.;
- f. he shall not during the term established in the Athlete Marketing Form engage in any promotional activity that influence the Athlete Rights set forth in the Athlete Marketing Form, or otherwise exploit any of the Athlete Rights set forth in the Athlete(s) Marketing Form, with or in connection with any third party, nor exercise the Athlete Rights set forth in the Athlete Marketing Form in such a manner that a confusion may arise in the minds of the public as to the identity of the person to whom the FMBA has granted the Athlete Rights set forth in the Athlete Marketing Form, unless the FMBA has otherwise approved in writing;
- j. he will use all reasonable efforts to assist and support the FMBA or any third party on behalf of the FMBA to successfully market the FMBA and/or the FMB World Tour
- g. he will fulfill himself and/or enable the fulfillment of any agreements of the FMBA and/or third party on behalf of the FMBA with any Commercial Partner(s) according to the terms and conditions set forth in the

Athlete Marketing Form and/or this FMB World Tour TCs; and

- h. he shall not do or permit anything to be done which might adversely affect the rights of the FMBA in or to any of the Athlete Rights set forth in the Athlete Marketing Form or the value of such rights and shall provide all reasonable assistance to the FMBA and/or any third party on behalf of the FMBA in relation to the protection and the exploitation of the Athlete Rights.

- (3) Transfer of the Athlete Rights: The FMBA exercises the option pursuant to Chapter 3, Clause 3, para. (2) lit. d. to conclude into any agreement(s) with any Commercial Partner(s) exploiting the Athlete Rights set forth in the Athlete Marketing Form by written confirmation (email is sufficient) to the Athlete(s). With exercising such option the transfer and/or assignment of the Athlete Rights and/or parts thereof that are required to conclude into and/or fulfill the agreement(s) with Commercial Partners comes immediately into force, i.e. the FMBA is entitled to commercially exploit (use and/or sublicense the use in any kind) the Athlete Rights set forth in the Athlete Marketing Form in the name and on the account of the FMBA and/or a third party on behalf of the FMBA subject to the binding terms and conditions set forth in the Athlete Marketing Form and this FMB World Tour TCs in any form now known or hereafter developed.

4. Commercial Revenues / Event Host and Athlete Consideration / Operational Costs

- (1) Unless otherwise agreed in the Event Marketing Form or Athlete Marketing Form between the parties, the parties agree that any and all payments by any Commercial Partner in relation to grant and exploitation of the Marketing Rights, Media Rights and/or Athlete Rights and/or parts thereof in connection with the FMB World Tour shall be directly made to the FMBA and/or a third party on behalf of FMBA.

- (2) Independent from the fact that any and all payments by Commercial Partners of the FMBA and/or the FMB World Tour shall be directly made to the FMBA and/or a third party on behalf of FMBA, the parties shall agree on a commission as consideration for the transfer of the Marketing Rights, Media Rights and/or Athlete Rights to the FMBA according to Chapter 3, Clause 2, para. (3) (re: Event Hosts) and/or Chapter 3, Clause 3, para. (2) (re: Athletes) of this FMB World Tour TCs. The Agreement on such a consideration can only be made prior to concluding into any agreements with Commercial Partners in the Event Marketing Form and the Athlete Marketing Form. For the avoidance of doubt, subsequent to signing of an agreement with a Commercial Partner neither the respective Event Host(s) nor the respective Athlete(s) can claim any consideration in addition to the agreed consideration established in the Event Marketing Form and the Athlete Marketing Form.

- (3) Unless otherwise agreed in the Event Marketing Form or the Athlete Marketing Form between the parties, the FMBA and/or a third party on behalf of FMBA shall bear any and all Operational Costs, being any and all operational costs incurred in connection with the delivery of Marketing Rights, Media Rights and/or Athlete Rights to a Commercial Partner on the basis of the contract entered into between the FMBA and such Commercial Partner (such as the delivery of sponsorship rights, production costs, personnel, infrastructure, office and administration, legal, creative and research services).

5. Further Obligations of the parties in terms of Marketing of the FMB World Tour

- (1) Development of IP: Any copyright and/or other intellectual property right whatsoever created whether now or in the future in connection with the FMB World Tour shall vest in, and inure to the sole benefit of the FMBA, unless otherwise specifically agreed between the parties.
- (2) Best marketing efforts of FMBA: The FMBA shall make best efforts to enable the successful

exploitation of the FMB World Tour, in particular to acquire new Commercial Partners for the FMB World Tour and to sell Partner Packages in relation to the FMB World Tour to potential Commercial Partners, attend to and advise such Commercial Partners.

(3) Marketing support of Athletes and Event Hosts:

Athletes and Event Hosts shall enable the FMBA and/or third parties on behalf of the FMBA to commercially exploit the FMB World Tour consisting the Marketing Rights, Media Rights and/or Athlete Rights. Respectively, the Athletes and the Event Hosts shall make best efforts and support the FMBA best possible in their efforts to market and promote the FMB World Tour and to collect required rights as far as FMBA is not the current right holder but the rights are required to enable the successful commercial exploitation of the FMBA and/or the FMB World Tour, e.g. ensure that each Event Host and each Athlete will perform all obligations as agreed upon between the FMBA and the Commercial Partner and which are necessary to enable the FMBA and/or third parties on behalf of the FMBA to exploit the Marketing Rights, Media Rights and/or Athlete Rights and to fulfill the terms of the agreements with the Commercial Partners.

6. Exclusivity

- (1) The rights transferred or granted to the FMBA in the Event Agreement, Athlete Agreement and/or under this FMB World Tour TCs are non-exclusive for the Term and the Territory, unless otherwise specifically agreed between the parties. If agreed exclusivity means that the Event Host and/or Athlete has not granted and will not grant to any other party in relation to the Event or the Athlete the same or similar rights and will not itself use or exploit the same or similar rights, unless otherwise specifically agreed between the parties.
- (2) The FMBA acknowledges and agrees that the Event Hosts and Athletes shall be also entitled to acquire personal sponsors for either the single

Event or the single Athlete, unless otherwise agreed between the parties, in particular in the Event Marketing Form or Athlete Marketing Form. The obligation of the Event Hosts and Athletes pursuant to the option right according to Chapter 3 Clause 2 para. (2) lit. d (re: Event Hosts) and Chapter 3, Clause 3, para. (2) lit. d. (re: Athletes) remains intact and untouched. However, the Event Host(s) and/or the Athlete(s) shall in any case prior to contacting potential personal sponsors seek the prior approval of the FMBA, unless the respective sponsor category has been reserved by the Event Host and/or Athlete in the Event Marketing Form and/or Athlete Marketing Form. The FMBA shall refuse this approval with regard to personal sponsors in addition to the reserved sponsor categories only in case of material reasons (e.g. infringements of exclusive rights of (potential) Commercial Partners of the FMBA and/or the FMB World Tour). For the sake of clarification, only the FMBA has the right to acquire Commercial Partners for the FMBA or the FMB World Tour.

7. Assignment of Marketing Rights, Media rights and Athlete Rights and Right to sublicense

- (1) The FMBA shall have the right to sub-license or otherwise sub-contract any and all granted and/or transferred Marketing Rights, Media Rights and/or Athlete Rights or parts thereof to any third party, in particular engage sub-agencies to enable a most possible successful commercial exploitation the FMBA and the FMB World Tour.
- (2) Beside the right according to Chapter 3, Clause 7, para. (1) any assignment of the rights and obligations covered by the FMBA Rules as a whole or partly shall require the other party's prior consent.
- (3) A transfer of all of the rights and obligations to a legal successor of the parties (e.g. in the event of a change of legal form) shall not constitute an assignment in terms of the regulation set forth in Chapter 3, Clause 7, para. (1) and (2). Instead, the respective legal successors of the parties

shall be bound to the rights and obligations of the respective party according to the FMBA Rules.

8. Warranties and Indemnification in terms of Marketing

- (1) The Event Hosts and/or Athletes guarantee the FMBA that they are fully entitled to all of the rights granted under the Event Agreement or the Athlete Agreement, in particular in Chapter 3, Clauses 1 to 3 and that these rights are free from third-party rights, or that they are entitled to use these rights to the extent of the rights granted under the Event Agreement and the Athlete Agreement, in particular the rights set forth in the Event Marketing Form and the Athlete Marketing Form.
- (2) The Event Hosts and/or Athletes agrees to indemnify the FMBA inter partes at all times and hold the FMBA harmless from and against all third-party claims, suits, proceedings or demands including reasonable attorney's fees based on the FMBA's use of the rights granted under the Event Agreement or the Athlete Agreement, in particular the rights set forth in the Event Marketing Form and the Athlete Marketing Form, unless the FMBA has used the rights to an extent and in a manner not permitted under the Event Agreement or the Athlete Agreement, in particular in the Event Marketing Form and the Athlete Marketing Form, and/or the FMBA is solely responsible for the caused damages.

Chapter 4: General Regulations

1. Term and Termination

- (1) Term of the Athlete Agreement and the Event Agreement: The Athlete Agreement and the Event Agreement come into force with granting of the FMBA Event License and/or FMBA Athlete License and are in general valid until end of the season of the FMB World Tour according to the FMBA Rules. However, the parties acknowledge

and agree that the parties are entitled to agree on a longer Term of the Athlete Agreement and the Event Agreement in order to enable a successful long term marketing of the FMBA and to fulfill respective agreements with Commercial Partners of the FMBA and/or the FMB World Tour. In such a case the Term has to be agreed between the parties in writing in the Event Licensing Form, Event Marketing Form and/or Athlete Marketing Form. For the sake of clarification, the obligation to pay the yearly Athlete Fee and/or the yearly Event Fee remains untouched also in case of a longer Term of the Athlete Agreement and/or the Event Agreement.

- (2) Ordinary Termination: Unless agreed otherwise between the parties, in particular in the FMBA Rules, the right of ordinary termination and the right to terminate in accordance with sec. 627 of the German Civil Code (BGB) shall be excluded.
- (3) Extraordinary Termination: The right to an extraordinary termination for good cause shall not be excluded. The following reasons, among others, shall be extraordinary termination reasons:
 - a. insolvency proceedings have been opened against the assets of one of the parties or if they have been denied for lack of assets;
 - b. a party has failed to fulfill major contractual obligations despite having been issued a written warning that includes a reasonable grace period.

The FMBA shall be entitled to terminate this Agreement for good cause, in particular, if

- c. the Athlete(s) and/or the Event Host(s) infringes its obligations specified in the code of conduct according to the FMB World Tour Rule Book;
- d. in case of an Event, if the Event Host significantly infringes its obligations specified in the Event Licensing Form and/or the FMB World Tour Rule Book.

In case of an extraordinary termination by the FMBA, which FMBA is responsible for, the FMBA

shall not be obligated to return the already received payments (e.g. Event Fees or Athlete Fees). The party entitled to extraordinary termination reserves the right to claim further damages.

- (4) Declaration of Termination: Any termination notice has to be declared in writing.

2. Loyalty, Information Rights and Confidentiality

- (1) Loyalty: The parties shall undertake to treat each other with respect and loyalty and to exhibit good conduct in their dealings with each other, in particular the parties will act as professional sportsmen and comply with the FMBA Rules, in particular the code of conduct set forth in the FMB World Tour Rule Book. Furthermore, the parties will, in particular, refrain from making negative comments about any party involved in connection with the FMBA and/or the FMB World Tour in public. The parties shall be considerate of such party's legitimate interests. These loyalty obligations shall survive this Agreement.
- (2) Confidentiality: Confidential Information shall be kept secret by any party from third parties for an indefinite period of time. The disclosure and forwarding of Confidential Information to third parties, and any utilization of confidential information that goes beyond what is necessary to achieve the purpose of any agreement between the parties, such as the Athlete Agreement and/or the Event Agreement, shall be permitted only with the express prior written approval of all other involved party. The parties shall be entitled to make accessible such Confidential Information to such employees and bodies that need such information for the purpose of any agreement between the parties, such as the Athlete Agreement and/or the Event Agreement. The parties shall ensure that the aforementioned obligations are imposed on the circle of authorized persons. Information that was already publicly known at the time of its transmission or that was already known to the party receiving such information does not

constitute Confidential Information. Publications in the media are considered public information. The above confidentiality provisions do not apply to such third parties that are bound to professional secrecy or if disclosure of such information is necessary in order to be able to protect the justified interests of a party or comply with mandatory legal provisions. The above confidentiality provisions do not apply if and in as far a party should be obligated to disclose or pass on confidential information by virtue of law, by virtue of an act or by virtue of an official or court order.

3. General Warranties and Indemnification

- (1) In the event of any event of Force Majeure preventing or substantially hindering one party from performing obligations according to the FMBA Rules, or otherwise making it impossible to carry out the rights and obligations set forth in the FMBA Rules, neither party shall be deemed in default under the FMBA Rules and the parties shall negotiate in good faith an appropriate amendment or modification of the Athlete Agreement and/or the Event Agreement.
- (2) Beside the regulation set forth in Chapter 2, Clause 8; Chapter 3, Clause 8 and Chapter 4, Clause 3, para. (1) the liability of the parties based on whatever legal grounds shall be excluded. This shall not apply if the violation of obligations is based on intent or gross negligence of the party or of its legal representatives or assistants, or if such violation results in an injury to life, body or health, or if it is a violation of major contractual obligations. However, compensation for the violation of major contractual obligations is limited to typical and foreseeable damages.

4. Miscellaneous

- (1) Subject to a change of market conditions, legislation and/or case law of the German courts and/or other good reasons, the FMBA is entitled, also during the season and/or the Term of the Athlete Agreement and/or the Event Agreement,

to amend and modify the FMBA Rules to the extent necessary in its own discretion. In case the changes have negative impact on the rights and obligations of the Events and/or Athletes the FMBA shall communicate the changes in the FMBA Rules to the Events and/or Athletes in writing (email is sufficient). The amendments and modifications shall be deemed as approved by the Events and/or Athletes if the Events and/or Athletes have not notified the FMBA in writing about the disapproval within a period of two weeks after receipt of the notification regarding the changes, provided that the FMBA has notified the Events and/or Athletes about this consequence.

- (2) Should any provision of the FMBA Rules, in particular this FMB World Tour TCs, the FMBA Athlete Agreement and/or the Event Agreement, be or become invalid, this shall not affect the validity of the remaining provisions. In this event, the parties shall be obliged to replace the invalid provision by a valid provision which most approximates the economic purpose of the invalid provision. The same applies to any gap in the abovementioned provisions.
- (3) The FMBA Rules, in particular the Athlete Agreement and/or the Event Agreement, shall be exclusively governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to its principles of conflicts of laws and without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (4) Place of delivery and place of jurisdiction for any and all disputes arising under or in connection with the Athlete Agreement and/or the Event Agreement, is Munich, Germany.

Glossery of Terms

In the FMBA Rules, the following expressions have the following meanings:

“Approval” means the legally binding consent of an Event Host and/or Athlete according to Chapter 3, Clause 2 and 3 of the FMB World Tour TCs to grant to the FMBA the right to offer a Partner Package to a Commercial Partner which includes Marketing Rights and/or Media Rights owned by the Event Host(s) and/or Athlete Rights owned by the Athletes.

“Athlete(s)” means the athlete who has applied for a FMBA Athlete License according to Chapter 2, Clause 2 of the FMB World Tour TCs and have concluded into the FMBA Athlete Agreement with the FMBA.

“Athlete Fee” means the yearly fee which has to be paid by the Athletes according to Chapter 2, Clause 2 of the FMB World Tour TCs as one of the requirements to obtain an FMBA Athlete License.

“Athlete Right(s)” means the personal rights of an Athlete specified in the Athlete Marketing Form which are included into a Partner Package offered to a Commercial Partner by the FMBA or a third party on behalf of the FMBA after prior Approval of the Athlete (i.e. commercial exploitation the Athlete as an individual) in difference to the Personality Rights which have to be granted to the FMBA by each Athlete with application for the FMBA Athlete License for the purpose of a commercial exploitation of the FMBA and/or the FMB World Tour in general.

“Athlete Agreement” means the license agreement between an Athlete and the FMBA which comes into force after the application of an Athlete according to Chapter 2, Clause 2 of the FMB World Tour TCs and granting of the FMBA Athlete License to the Athlete by the FMBA.

“Athlete License Card” means the identification card which proves that an Athlete has concluded into an Athlete Agreement with the FMBA.

“Athlete Registration Form” and/or **“Online Athlete Registration Form”** means the online form as part of the Athlete Agreement available on the Website of the FMBA www.fmbworldtour.com which

has to be completed and submitted by each Athlete according to Chapter 2, Clause 2 of the FMB World Tour TCs to apply for the FMBA Athlete License.

“Athlete Marketing Form” means the form as part of the Athlete Agreement used by the Athlete to grant its Approval according to Chapter 3, Clause 3 of the FMB World Tour TCs regarding the commercial exploitation of the Athlete Rights included into a Partner Package offered to a Commercial Partner by the FMBA and/or a third party on behalf of the FMBA.

“Commercial Partner” means any entity which enters into a contract with the FMBA or a third party on behalf of the FMBA for the commercial exploitation of the FMBA and/or the FMB World Tour, whether or not including Marketing Rights, Media Rights and/or Athlete rights and/or any commercial rights which are solely owned by the FMBA, such as sponsors, media partners or any other commercial partner of the FMBA and/or the FMB World Tour.

“Confidential Information” means all information about any party involved in connection with the FMBA and/or the FMB World Tour that any party becomes aware of in connection with the FMB World Tour and that are classified as confidential information or that, based on other circumstances, can be considered as business or company secrets.

“Events” means the freeride mountain bike events which are part of the FMB World Tour, including all activities relating thereto, and/or including any other competitions included into the FMB World Tour by the FMBA during the Term, in particular the Events hosted by the Event Hosts.

“Event Application Form” means the form available from the FMBA which has to be completed and submitted by each Event Host according to Chapter 2, Clause 1 of the FMB World Tour TCs to apply for the FMBA Event License.

“Event Evaluation Form” means the form available from the FMBA which has to be completed and submitted by an Event Host according to Chapter 2, Clause 1 of the FMB World Tour TCs each year

during the Term in case of a longer Term of the Event Agreement.

“Event Fee” means the yearly fee which has to be paid by the Event Host(s) according to Chapter 2, Clause 1 of the FMB World Tour TCs as one of the requirements to obtain an FMBA Event License.

“Event Hosts” means local authorities, local agencies and/or event organizers who host an Event which is or applies for being part of the FMB World Tour.

“Event Agreement” means the license agreement between an Event Host and the FMBA which comes into force after the application of an Event Host according to Chapter 2, Clause 1 of the FMB World Tour TCs and granting of the FMBA Event License to the Event Host by the FMBA.

“Event Licensing Form” means the form as part of the Event Agreement completed and submitted by the FMBA to the Event Host after duly application of the Event Host according to Chapter 2, Clause 1 of the FMB World Tour TCs to grant the FMBA Event License to the Event Host.

“Event Marketing Form” means the form as part of the Event Agreement used by the Event Host to grant its Approval according to Chapter 3, Clause 2 of the FMB World Tour TCs regarding the commercial exploitation of the Marketing Rights and/or Media Rights owned by the Event Host(s) included into a Partner Package offered to a Commercial Partner by the FMBA and/or a third party on behalf of the FMBA.

“Event Pictures” means still pictures of an Event which have to be provided by the Event Host(s) to the FMBA regarding the Event(s) according to Chapter 2, Clause 3 of the FMB World Tour TCs and the FMB World Tour Rule Book.

“FMBA” means the Freeride Mountain Bike Association, represented by the President Todd Barber, Vice-President Mr. Tarek Rasouli and Treasury Master Mr. Alex Dörr, Thomas Wimmer Ring 9, 80539 München, Germany, as world governing body for the sport of freeride mountain biking. The FMBA organizes, stages and hosts

together with several Event Hosts the FMB World Tour.

“FMBA Brands” means any and all present and future names, symbols, logos, emblems, mascots, trophies, slogans, designations, service marks, trademarks and any other mark or designation authorized and/or owned by the FMBA, whether or not registered or applied for or represented in whole or in part, denoting, identifying, or associated with, the FMBA and/or the FMB World Tour, including but not limited to the official FMB World Tour emblem, the FMBA name.

“FMBA Brand Right(s)” means rights owned by the FMBA and/or a third party on behalf of the FMBA with respect to the FMBA Brands, in particular the right to commercially exploit the FMBA Brands (e.g. grant licenses to Commercial Partners etc.).

“FMBA Rules” means any and all binding rules established by the FMBA, in particular the FMB World Tour Rule Book, the FMBA By-Laws and/or the FMB World Tour TCs in its current version and/or any other contracts concluded into between the FMBA on one side and the Event Hosts or the Athletes on the other side, such as the Athlete Agreement and the Event Agreement.

“FMBA By-laws” means the By-laws of the Freeride Mountain Bike Association e.V., incorporating the legal basis and organization of the Freeride Mountain Bike Association e.V.

“FMBA Event License” means the rights of an Event Host to participate in the FMB World Tour with its Event as official tour stop of the FMB World Tour which requires the application as Event according to Chapter 2, Clause 1 of the FMB World Tour TCs and the conclusion of the Event Agreement with the FMBA.

“FMBA Athlete License” means the rights of an Athlete to participate as Athlete in the FMB World Tour which requires the application as Athlete according to Chapter 2, Clause 2 of the FMB World Tour TCs and the conclusion of the Athlete Agreement with the FMBA.

“FMB World Tour” means the official World Tour of freeride mountain bike events and all corresponding

events (e.g. award ceremony) organized and staged by the FMBA in cooperation with the Event Hosts of the Events.

“FMB World Tour TCs” means Terms & Conditions of the Freeride Mountain Bike World Tour in the current version which are part of the FMBA Rules which have been accepted as binding by the Athletes and Event Hosts with application for the FMBA Event License or FMBA Athlete License.

“Force Majeure” means the case that an Event or a substantial part of it is cancelled, postponed, or relocated, for any reason whatsoever which is beyond the control of the Parties, including but not limited to storm, earthquake, flood, riot, national state of emergency, war, act of terrorism or any other force majeure event prevents the holding, or causes a postponement or relocation, of an Event or a substantial part of it; or either party’s performance of rights and/or obligations under the FMBA Rules is delayed or otherwise made impossible owing to any other reason unforeseen and/or beyond the reasonable control of the other party.

“Marketing Program” means the commercial structure established by the FMBA for the purpose of the centralized marketing of the FMBA and/or FMB World Tour by collecting Marketing Right, Media Rights and/or Athlete Rights from selected Event Host(s) and/or Athlete(s) to bundle those rights in Partner Packages and to offer those Partner Packages globally to potential Commercial Partners.

“Marketing Rights” means any and all marketing, advertising, promotional, sponsorship, merchandising, licensing, hospitality, publication and any other commercial exploitation rights and opportunities now known or hereafter developed in the future relating to the FMBA, the FMB World Tour and/or the Event(s), in particular the rights specified in the Event Marketing Form which are included into a Partner Package offered to a Commercial Partner by the FMBA or a third party on behalf of the FMBA after prior Approval of the Event Host.

“Media Rights” means any and all rights to broadcast, transmit, display or otherwise exploit via the media any rights relating to the FMBA, the FMB World Tour and/or the Event(s), or any part thereof,

in all languages in all forms of media, including via television, radio or the world wide web, whether now existing or hereafter developed in the future, in particular the rights specified in the Event Marketing Form which are included into a Partner Package offered to a Commercial Partner by the FMBA or a third party on behalf of the FMBA after prior Approval of the Event Host in difference to the Media Footage which has to be granted to the FMBA by each Event Host with application for the FMBA Event License for the purpose of a commercial exploitation of the FMBA and/or the FMB World Tour in general according to Chapter 2, Clause 3 of the FMB World Tour TCs and the FMB World Tour Rule Book.

“Media Footage” means still pictures of an Event which have to be provided by the Event Host(s) to the FMBA regarding the Event(s) according to Chapter 2, Clause 3 of the FMB World Tour TCs and the FMB World Tour Rule Book.

“Operational Costs” means any and all operational costs incurred in connection with the delivery of Marketing Rights and/or Media Rights to a Commercial Partner on the basis of the contract entered into between the FMBA and such Commercial Partner (such as the delivery of sponsorship rights, production costs, personnel, infrastructure, office and administration, legal, creative and research services).

“Partner Package” means any package of rights regarding the FMBA, the FMB World Tour, the Events and/or the Athletes, in particular FMBA Brand Rights and/or any and all commercial rights owned by the FMBA in terms of the FMBA and/or the FMB World Tour, Marketing Rights and/or Media Rights owned by the Event Hosts and/or Athlete Rights owned by the Athletes, or parts thereof, to be offered to Commercial Partners for the purpose of an centralized commercial exploitation of the FMBA and/or the FMB World Tour.

“Territory” means the whole world, unless otherwise agreed between the parties in writing.

“Term” means the time period specified in Chapter 4 Clause 1 of the FMB World Tour TCs and/or in the Athlete Agreement and the Event Agreement.



Terms & Conditions (members)

§1 Membership

As a member of the Freeride Mountain Bike Association you are part of a global community with the function to promote Mountain Bike Freeride Sports, further youth welfare, and to protect nature and the environment. As a member you will be entitled to all benefits the FMBA offers its members.

§2 Membership types and prices

1. Extraordinary (supporting) membership of individual persons.

Fee: € 25,00 per year

FMB World Tour Athletes must register as extraordinary member of the FMBA with their registration for a FMB World Tour athlete license (see T&Cs FMBWT)

2. Extraordinary (supporting) membership for organizations and their representatives, CEOs and so forth

Fee: € 250,00 per year

§3 Payment of membership fee

The membership fee has to be paid after the completion of the application for the FMBA membership.

We provide different online payment opportunities. Independent from the chosen method of payment, the membership fee will be charged directly.

§4 Withdrawal from application

Applicant is entitled to withdraw from the contract without mentioning specific reasons within 14 days after completion of the membership application.

§5 Period of validity

1. The Association year corresponds to the calendar year. Membership begins on January 1st of the entry year and after the first membership fee is paid.
2. Should a member join after September 30th, the first membership fee validates the membership effective immediately and until December 31st of the following year.

§6 Notice of termination

1. The membership can be terminated in writing by December 31st of each year respectively with a cancellation period of two months.

§7 Membership benefits

With the FMBA membership the member is granted the right to profit from all benefits the FMBA offers its members. An overview of the current benefits can be found on the FMBA website:

www.fmba.org. Benefits can vary.