



**WRC SAFARI RALLY KENYA**  
**24<sup>TH</sup>- 27<sup>TH</sup> JUNE 2021**

**Stakeholder Commitment Form to Comply with the COVID-19 Code of Conduct**

Acknowledging the need for special measures in light of the COVID-19 pandemic, in consideration for being granted access to events that include competitions in FIA Championships, cups, trophies, challenges, series, and international series registered on the FIA international sporting calendar (Covered Events), the undersigned party (the Stakeholder) acknowledges and agrees as follows:

1. Subject only to clause 7 below, the Stakeholder agrees to be bound by and undertakes to comply in all respects with the COVID-19 Code of Conduct issued by the FIA (including as that Code may be amended from time to time) in respect of any and all employees, contractors, agents, representatives, consultants, and other individuals that the Stakeholders sends to a Covered Event for any purpose (each, an Attendee).
2. The Stakeholder undertakes only to send Attendees to Covered Events that:
  - 2.1. have been provided with copies of the COVID-19 Code and any amendments thereto;
  - 2.2. are Fit to Attend (as that term is defined in the COVID-19 Code of Conduct); and
  - 2.3. have signed a copy of the form attached as Schedule 1 hereto (the Attendee Commitment).
3. The Stakeholder acknowledges that the undertaking given at clause 2 above is a continuing one, and therefore each time it sends an Attendee to a Covered Event it is representing and undertaking that (a) that Attendee has been provided with a copy of the COVID-19 Code and has signed a copy of the Attendee Commitment; and (b) the Stakeholder has taken the steps required to satisfy itself that the Attendee remains Fit to Attend Covered Events.
4. To the extent that the Stakeholder contracts with any third parties for those third parties to send individuals to Covered Events, and such individuals will be Attendees of the Stakeholder, the Stakeholder will make such third parties aware of the COVID-19 Code of Conduct and the Stakeholder's obligations thereunder, and will ensure that any actions taken by the third parties are consistent with and enable the Stakeholder to comply with the COVID-19 Code of Conduct in all respects.
5. The Stakeholder will take appropriate measures to maintain the security of the health information collected from its Attendees (including Attendees falling within clause 4, above) and to comply with applicable laws relating to data protection and privacy.
6. If the Stakeholder has a contract with the FIA, it agrees that this Stakeholder Commitment



constitutes a valid and binding supplement to that contract, and that in case of conflict between that contract and this Stakeholder Commitment, this Stakeholder Commitment shall prevail.

7. As between the Stakeholder and the FIA, Article 4.5 of the Code of Conduct shall not apply. Instead, if there is currently a contract between the FIA and the Stakeholder that contains dispute resolution provisions (including governing law and jurisdiction provisions), those provisions will apply in the case of any dispute. If not, the following provisions shall apply in the case of any dispute:

7.1. This Stakeholder Commitment (including any claim or controversy arising out of or relating to it or to the COVID-19 Code of Conduct) shall be exclusively governed by, and construed in accordance with, French law, without regard to any conflict of law principles that could mandate the application of laws of another jurisdiction.

7.2. All disputes arising out of, or in connection with, this Stakeholder Commitment and/or the COVID-19 Code of Conduct shall be submitted to the exclusive jurisdiction of the Tribunal Judiciaire de Paris.

7.3. Where the COVID-19 Delegate decides for any reason that an Attendee of the Stakeholder should be ejected from and denied any further access to a Covered Event, that decision must be accepted and implemented immediately by the Stakeholder and the Attendee without challenge, save that any claim that such ejection and denial of access is a breach of rights for which compensation should be paid may be pursued in accordance with the foregoing provisions of this clause 7.

Signed on ..... 2021

By: .....

Name: .....

Title: .....

For and on behalf of:\* .....

\* Insert legal name of Stakeholder