

## Speedway Club Membership Rules

### Appendix to the Speedway Club Membership Rules

## **SET OF RULES GOVERNING RELATIONS BETWEEN THE RIDER AND THE CLUB**

### **SECTION I - PRELIMINARY PROVISIONS**

#### **§ 1 [Document Status]**

1. The provisions defined in this document constitute an integral part of the contract for professional speedway or contract of employment and constitute a supplement to the regulations for Speedway Club Membership.
2. In relation to the contracts of Ekstraliga clubs, the rules defined in this document are obligatory in full. In the case of the contracts for other clubs it is permitted to ignore the principles which do not relate to a club and a given rider.
3. The provisions of internal club regulations cannot infringe on the provisions of a professional speedway contract.

### **SECTION II - OBLIGATIONS AND RIGHTS OF THE CLUB**

#### **§ 2 [Obligations of the club]**

The club is obliged to:

- 1) promptly disburse the financial receivables agreed by the parties, insure the rider against accidents in connection with sport of speedway to the extent required by the regulations of the PZM,
- 2) ensure training and medical care during competitions and practice,
- 3) give a specific in accordance with the applicable regulations number of identifiers to the persons employed by the rider,
- 4) place on your own website a link to the website of the rider.

#### **§ 3 [The club's rights]**

1. The club is entitled to qualify the rider to the team for particular competitions on the basis of the sports results achieved by him.
2. In the cases defined in the contract, the club is entitled to become involved in the means of preparing the rider's equipment for competitions.

### **SECTION III - THE OBLIGATIONS AND RIGHTS OF THE RIDER**

#### **§ 4 [The rider's obligations]**

1. The rider is obliged to:
  - 1) avoid any activity which might expose the club, its trainers, team mates, club employees, officials, referees, the PZM, GKSŻ and SE to loss or impingement on their reputation,
  - 2) not to disclose to third parties any information relating to the execution of the contract,
  - 3) acting in a sporting life style,
  - 4) subject himself to periodic skill and fitness tests, which a club may require from him,
  - 5) avoid any projects of a sporting or entertainment leading to increased risk of injury,
  - 6) conclude on his own appropriate supplementary insurance for conducting the sport of speedway,
  - 7) systematic and regular settlement of materials taken from a club's store - in the event of the rider using such materials,

- 8) care for the club's equipment and property entrusted to him,
- 9) immediately notify the club of the loss of any document causing his inability to take part in competitions and to ensure their validity and updates,
- 10) appear for competitions with documents entitling him to compete,
- 11) appear for competitions at least 120 minutes prior to the planned time for the start with a minimum of two properly prepared motorcycles and personal equipment compliant with the requirements of the FIM, FIM EUROPE, PZM and SE,
- 12) participate in the presentation before competitions in the competitor fully buttoned-up clothing (without the helmet) and race jacket,
- 13) carry out all the organiser's instructions during the presentation before the competition,
- 14) subject himself to the decisions of the coach with respect to the tactics established by him in order to obtain the most advantageous sports result by the team,
- 15) keep the race jacket clean as well as the advertising placed on personal equipment, race jacket, helmet and motorcycle cover shields,
- 16) properly cooperate in the process of realizing the tasks with other persons, if this is justified in the interests of the club, PZM or SE,
- 17) actively participate in proceedings before the PZM/SE bodies constituting of granting suitable explanations and submission of required documents,
- 18) in the case of an Ekstraliga club rider: include on his web side a link as a banner to the club and SE web sides, and in case of riders of the I and II league, to put on its website a link to the club website and the website [www.polskizuzel.pl](http://www.polskizuzel.pl)
- 19) at his own expense make the kevlar and bike's cover shields according to the pattern provided by the Club – the club orders kevlar and bike's cover shields on behalf of the rider and charges him for the amount of the total cost of production of kevlar,
- 20) respect the schedule set by the club and the means of preparing for the season, as well as individual competitions,
- 21) continuously raise his sporting qualifications and to participate in all forms of practice and coaching,
- 22) appear for practices at least 30 minutes prior to the planned time with a minimum of two properly prepared motorcycles, equipment and protective clothing compliant with the requirements of the FIM, FIM EUROPE, PZM / SE,
- 23) commence and conclude practice exclusively after having obtained the consent of the trainer,
- 24) cover the costs connected with the organisation of practice sessions in the event of the unexcused absence or being late for practice,
- 25) participate in competitions for which he has been designated and in obligatory practice sessions,
- 26) respect the club starting policy: league matches have priority before other competitions, which the rider has been contracted for, with the exception of competitions, where priority results from the regulations of the FIM, FIM Europe or PZM,
- 27) obtaining club permission to participate in competitions not covered by this contract, in the cases specified in the Speedway Club Membership Rules,
- 28) subjecting himself at any time to medical examinations and the instructions of a doctor specified by the club **or managing unit**; in the event of **any** injury, **ailment or sickness** the rider is obliged to seek immediate consultation with a doctor agreed with the club or **a managing unit** and to adhere to the recommendations relating to treatment and recovery,
- 29) in the event of any incapacitation or illness the rider is obliged to immediately submit himself to a doctor agreed with the club in order for consultations with respect to the drugs applied during treatment and provision of a medical certificate certified by the doctor agreed with the club, at the latest by the following day counting from the date of its issue.

3. Furthermore, a foreign rider is obliged to:

- 1) submit and attach to the objective contract the written starting permission of the home federation to sign the contract with the particular club and race in the contractual events; should such starting permission not be expressed, the Contract cannot be concluded – only the permits from the rider's home federation for competing in Poland, granted according to the officially adopted pattern shall be accepted.
- 2) furnish the club with an original certificate of tax residency, confirming in which company the rider pays taxes and other public law payments; in the event of failing to furnish the club with a certificate prior to the first required payment from this contract, the club will effect payment for the rider, deducting the required tax on foreign persons obtaining incomes in Poland as required by Polish tax laws.

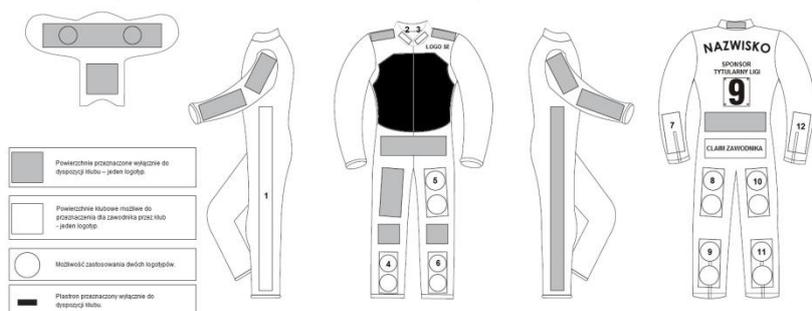
## § 5 [Advertising space]

1. The principles and means of managing the advertising space on the motorcycle and a rider clothing are defined in the rules and ordinances of the event's organizing body and shall be understood as an integral part of the Contract.

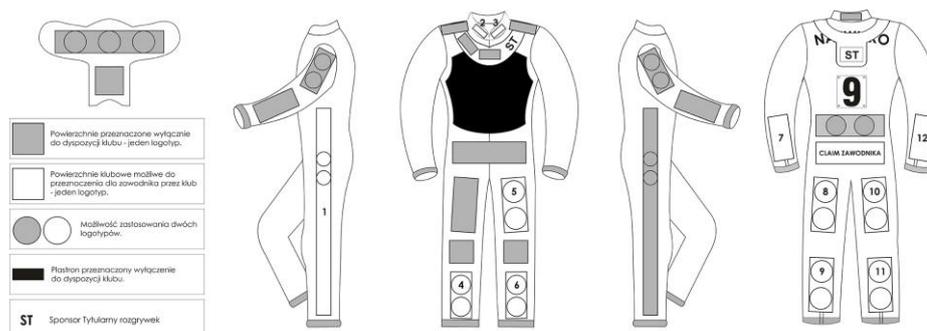
2. The rider taking part in the league competition acknowledges and accepts that under no circumstances it cannot be granted any right by the club to use the excluded advertising space, and the club in these areas is required to place graphical forms of advertising, uniform to the whole team.

3. For Team Speedway Polish Championship the excluded advertising space on kevlar and the front cover of a motorcycle are shown in the figure below:

### 1) in case of a rider without protective collar:

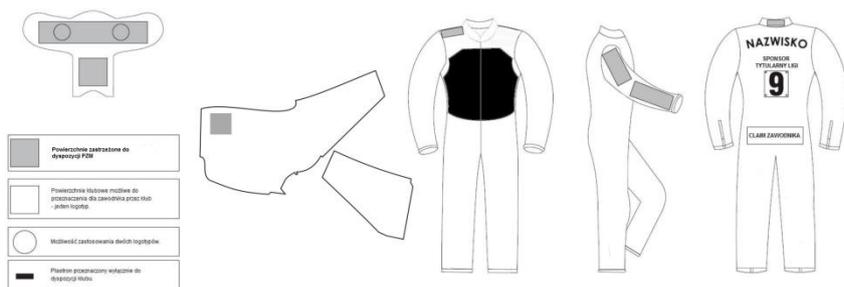


### 2) in case of a rider without protective collar:



4. The rider taking part in the competition for League I and II Cup acknowledges and agrees that it may not use the advertising spaces reserved for PZM. After the publication of official press releasing the booking of proprietary surface, they remain at the disposal of the riders or clubs, depending on the individual agreements and internal regulations in force in the various clubs.

5. For League I and II Cup the advertising space for PZM is shown in the figure below:



League I and II clubs have the right to use the reserved space in cases when PZM fails to use these areas until **31 January of the year**. Information about the lack of use appears in the form of a message.

6. For Team Speedway Polish Championship, League I and II Cup the parts of the rider;s equipment, not listed in par. 3 and 5 include advertising space possible to be left for the rider by the club. Kevlars of all riders of the particular club participating in eam Speedway Polish Championship, League I and II Cup must have a uniform color (for club League I and II it does not apply to the "guest" ride.

7. The principles of sharing advertising space on equipment of a rider participating in the competition for Team Speedway Polish Championship, League I and II Cup referred to in par. 3 and 5 are valid only in the **2016 season**. The rules of sharing per season in 2017 and further will be determined until 31.10.2016. The club and the rider should refrain from making the content of the sponsorship contracts in such a way that their records will stand in conflict with the above rules. Any contractual terms of a club or rider on disposal of advertising spaces going beyond season 2016 will be ineffective.

8. SE shall approve the look of the club kevlar for clubs competing in the Team Speedway Polish Championship.

9.The rider is forbidden to cover advertising exposure on kevlar.

## § 6 [The rider's marketing obligations]

1. With respect to the realization of the marketing obligations, the rider is obliged to:

- 1) obtain the club's written permit for the conclusion of an agreement with an individual sponsor prior to signing it, and obtaining the written consent of the club to place the advertising of each sponsor on the rider's equipment; an individual rider sponsor cannot come from a competing sector as the sponsors of the club or the SE / PZM, SE has the right to request from the club or the rider taking part in the competition for Team Speedway Polish Championship to provide written consent, as referred to above, in case of placing the sponsor's ads on equipment without written permission of the rider's club. The rider shall pay the club and SE respectively third value of the income earned from for this benefit, but not less than 5000 PLN for the club and 5000 PLN for SE.
- 2) appear in the clothing defined by the club during a presentation before competitions, victory ceremonies, official meetings and in all contacts with the media, in particular to:
  - a) appear in a cap with the club sponsor's logo during the presentation before competitions for championships of Poland and PZM / SE prizes,
  - b) ride in a race jacket, on which it is not permitted to place any signs and text - no part of a race jacket can be covered in any way by other advertising text; in the case of Ekstraliga clubs and riders: a specimen race jacket is defined in internal regulations of the SE,
  - c) appear on the date of league matches in the jacket or other official clothing provided by the club; the above obligation may relate to all the people from the rider's team if the club expresses such a wish,

- d) start in competitions for championships of Poland and PZM / SE prizes in overalls according to the specimen and with the advertising text agreed in an understanding with the club, as well as with the advertising text on the motorcycle established in an understanding with the club,
  - e) ensure wearing before, during and after the Team Speedway Polish Championship / I League / II League Cup of clothing (pants, shirt jacket, cap) according to the principles set by the Club or appropriate entity for the competition by all persons from his service team, in case of competition Team Speedway Polish Championship / I League / II League Cup the club orders outfits for the team on behalf of the rider and charges him for the amount of the total cost of production of these outfits.
- 3) place the names of sponsors – of the SE on the principles defined in the internal regulations of the SE or of the PZM on the principles defined in the ordinances - on the clothing and equipment during every league match and PZM/SE prizes competitions during the season,
  - 4) participate in press conferences organized by the club **after the match**, in a complete rider personal equipment including: completely worn and done up protective clothing and a race jacket (without helmet),
  - 5) participate in press conferences organized by the SE and the PZM, if they do not conflict with the rider's start fixtures,
  - 6) participate - in the event of receiving an invitation - in an official SE/PZM galas on the occasion of the end of the speedway season,
  - 7) remain at the disposal of the club and media after the end of league matches for a period of at least 30 minutes counting from the official completion of competition, including at least initial 15 minutes with protective clothing and a race jacket,
  - 8) keep clean the advertising space belonging to the club, SE or PZM on the motorcycle and rider equipment,
  - 9) give interviews for the television before, during and after Polish Team Cup, I League Cup, II League Cup matches exclusively against the background of the board for interviews, an example of which is defined in internal regulations of the SE and PZM, in the complete done up rider clothing together with a race jacket (without a helmet **and a protective collar**),
  - 10) in the case of different competitions than Elite League, the means of giving interviews for the television can be defined in other regulations, wherein a rider always appears in the complete done up rider clothing together with a race jacket (without a helmet),
  - 11) participate and turn up for at least 3 hours on the gala in the beginning or at the end of the season, at his own expense, on the date and in the place in the territory of the Republic of Poland, indicated by SE/PZM,**
  - 12) turn up and participate in the media and training day before the commencement of the season, on the date and in the place in the territory of the Republic of Poland, indicated by SE/PZM,**
  - 13) The rider is required to attend up to **six** times per **year** at **his** own expense within the territory of Poland in time and place designated accordingly, to **2** times by SE and up to **2** times by PZM to take part in campaigns and promotional activities of SE/PZM competitions, such as galas, presentations, participation in a television broadcast or radio, participation in television live-style programs, etc..
  - 14) The rider is required to attend up to four times a year at its own expense, within the territory of the Republic of Poland at the time and place indicated according to two times by SE and up to 2 times by PZM to take part in the charity actions and activities of the leagues, such as: a visit to an orphanage, charitable collections, etc.
  - 15) The rider is required to participate in all any activities on the track, open for the public or media, properly in Kevlar or club outfit, approved for a given season by the proper- for given matches- managing unit.**
  - 16) The rider is obliged to place logo of particular competition, not less than 40 cm width, on the top, rear part of left door of the care used for motorcycle transport, at rider's disposal,**

**17) The rider is obliged to place active link referring to the official website of the proper management unit, in the form of the logotype of given type of competition, not less than 150 px (or other, agree with the managing unit), placed on the official website of the rider and official profiles of the rider on social media/.**

2. The obligations defined in section 1 point 2 are applicable respectively in relation to the undertakings arising from national advertising contracts concluded by the SE or the PZM.
3. An Elite League club's rider is entitled to use the name "Ekstraliga Speedway Rider".
4. **Deadlines for marketing, promotion and charity activities assigned by SE/PZM are of the priority for the rider, over the dates of all and any club activities, including training, excluding the competitions held in accordance with the schedule, if this information about the date is sent to the club and the rider with at least two-week notice. The principle mentioned in the sentence above, does not refer to trainings organized in the club in the period of 2 days preceding the date of league marches, in which the rider shall take part.**

#### **§ 7 [Promotional activities with participation of a rider]**

1. The rider is obliged to participate once a month free of charge in promotional activities conducted by the club and SE or PZM, if invited. Simultaneously, the rider declares that he expresses his consent for the use of his image in promotional and advertising campaigns for competitions (Ekstraliga or First and Second League) conducted by the club, SE / PZM and Media Partners (regardless of their form, character, reach or means of conducting them) **in return for the remuneration specified in § 3** of the contents of the contract. These undertakings cannot conflict with his start fixtures.
2. The rider undertakes to strictly adhere to the conditions of promotional and sponsorship understandings in effect at the club and SE / PZM on pain of paying a contractual penalty to the amount defined in the contract for each departure from the contract and the implementation of the disciplinary proceedings defined in the PZM and SE regulations. Payment of the contractual penalty does not limit the rights of the club and SE / PZM to seek compensation according to general principles.
3. The rider undertakes to obtain the consent of the club's governing bodies for participation (appearing) in all types of public events organized in Poland.
4. The rider should obtain the consent of the club for giving interviews to the media (press, radio, TV, internet) concerning the internal affairs of the club. Any information relating to the individual agreements of riders with a club is confidential in nature and as such cannot be disclosed to third parties, on pain of the club seeking compensation.

#### **§7a [Using rider's individual club identification markers for commercial purposes]**

1. The rider shall give the club the exclusive rights (with reservation of rights granted pursuant to § 7 hereunder) to:
  - 1) His name/names and surname;
  - 2) His nickname;
  - 3) His logo (symbol),
  - 4) His signature retained using any method by a body authorized by the club;
- 5) His photo in a club outfit, retained using any method by a body authorized by the club and the club is authorized to use these markers for its marketing and commercial purposes associated with participation of the Club in sports competitions in speedway.
2. The rights stated above in section 1 include the right to authorize third parties (grant them a special license with a possibility to issue an unlimited number of sub-licenses or a sub-license with a possibility to issue an unlimited number of further sub-licenses) to use the markers identifying the particular rider to the extent the Club has been authorized to, or a limited one, determined by the Club.
3. The individual identification markers shall be understood as rider's characteristic features, such as face, figure, voice, or a way of moving, also during an event.

4. The club's outfit mentioned in section 1, item 4 means any clothing containing a logo or a name of a club, SE or PZM, in particular however, any **gala**, training or racing gear used by the rider during a competition. **The club or the rider must obtain the consent of SE/PZM respectively, in case of using all individualized markings of the rider, used in connection with competitions, logotype of the competitions or sponsors of the competition in all and any promotional and commercial activities of the club or rider.**
5. The persons authorized by the club are entitled to retain the image of the rider:
  - 1) each time, during an event, practice or team camps;
  - 2) during official TV or photo sessions the rider participates in.
6. The club shall inform the rider of the dates of the official TV or photo sessions, mentioned in section 4, item 2 well in advance, taking into consideration his training program. The rider is obliged to participate in the said sessions.
7. The event's time mentioned in section 4, item 1 means:
  - 1) in case of a speedway meeting organized in Poland – from the moment the event has been opened, to the moment it has been closed;
  - 2) in case of a speedway meeting organized outside Poland – from the moment the rider leaves to the moment he returns.
  - 3) also any interviews, press conferences or other co-events the organizer arranged, closely connected with the speedway meeting, even if they are scheduled before the beginning or after the end of the meeting (or if the events are organized beyond the territory of the Republic of Poland, before the rider's departure or upon arrival).
8. Using rider's identification markers by the Club, as determined in section 1 means among others: retaining, copying, processing or printing them in brochures, leaflets, posters and other promotion materials used for commercial or promotional purposes.
9. The third parties, authorized by the club, mentioned in section 2 are entitled to use these markers solely throughout the period determined in a specific agreement concluded with the club.
10. Concluding the Contract and thus accepting its provisions shall be understood as expressing the rider's consent to use his image, according to the provisions of Article 81 section 1 of the Law of February 4, 1994 on copy rights' and related rights' protection (uniform text: Journal of Law of 2006, No 90, item 631, as amended). Hereby, the rider consciously expresses his consent to use his image in the particular extent and under the conditions specified in this section.
11. The rider does not have the right to use the said identification markers determined in section 1 independently and without the written consent of the club.
12. The remuneration for authorizing the club to appoint a third party (third parties) to receive the said licenses (granting them unlimited possibility to issue further sublicenses) concerning the identification markers specified in section 1, that the rider is entitled to, pursuant to the Contract (i.e. without the need to grant a separate consent hereunder <permit> by the rider), as well as the remuneration for fulfillment of other duties determined in this section has been included in the payment specified in § 3 of the Contract.
13. The club shall grant the license authorizing third parties to use the rider's identification markers mentioned in section 1 (with a possibility to issue an unlimited number of sub-licenses), following a written request and upon charge.
14. Unless the club and a third party agree differently, the charge mentioned in section 13 shall be understood as the quotient of the remuneration the third party shall receive from further issued sub-licenses to use the rider's individual club identification markers and the number of teams participating in the particular league, the rider or riders race in (unlimited license to grant sub-licenses or unlimited sublicense to grant further sublicenses). The number shall be +1.

**§7b [Using rider's individual identification markers (without the club outfit) for commercial and marketing purposes]**

1. The rider competing in league events shall give the exclusive rights (with reservation of rights granted pursuant to § 7 hereunder) to use his individual identification markers to: for

Team Championships (for riders of SE, I and II League Team Championships / PZM, respectively):

- 1) His name/names and surname;
  - 2) His nickname;
  - 3) His logo (symbol),
  - 4) His signature retained using any method by a body authorized by the SE/PZM;
- 5) His photo without the club outfit, retained using any method by a body authorized by the SE/PZM and SE/PZM is authorized to use these markers for its marketing and commercial purposes associated with statutory activities of SE/PZM, including organization and sports competitions in speedway.
2. The right stated above in section 1 include the right to authorize third parties (grant them a special license with a possibility to issue an unlimited number of sub-licenses or a sub-license with a possibility to issue an unlimited number of further sub-licenses) to use the markers identifying the particular rider to the extent the SE/PZM has been authorized to, or a limited one, determined by the SE/PZM respectively.
  3. The individual identification markers specified in section 1 shall be understood as rider's characteristic features, such as face, figure, voice, or a way of moving.
  4. The persons authorized by the SE/PZM, referred to in section 1, are entitled to retain the image of the rider:
    - 1) each time, during an event, practice or team camps;
    - 2) during official TV or photo sessions the rider participates in.
  5. The SE/PZM shall inform the rider of the dates of the official TV or photo sessions, mentioned in section 4, item 2 well in advance, taking into consideration his training program. The rider is obliged to participate in the said sessions.
  6. Using rider's identification markers determined in section 1 means among others: retaining, copying, processing or printing them in brochures, leaflets, posters and other promotion materials used for commercial or promotional purposes.
  7. The third parties, authorized by the SE/PZM, mentioned in section 2 are entitled to use these markers solely throughout the period determined in a specific agreement concluded with the SE/PZM.
  8. Consenting, as referred to in section 1, and thus accepting its provisions under this paragraph, shall be understood as expressing the rider's consent to use his image, according to the provisions of Article 81 section 1 of the Law of February 4, 1994 on copy rights' and related rights' protection (uniform text: Journal of Law of 2000, No 80, item 904, as amended). Hereby, the rider consciously expresses his consent to use his image in the particular extent and under the conditions specified in this section. The agreement with prospective clients shall be concluded between them/the third party and SE/PZM and contain the rider's counter-signature.
  9. The rider does not have the right to use the said identification markers determined in section 1 independently in the territory of Poland and abroad without prior written consent of SE/PZM.
  10. Should the rider breach the provisions of section 1 and use the said identification markers on his own, he is liable to 500.000.00 (in words: five hundred thousand) PLN fine, payable to SE/PZM, respectively for each breach. Nevertheless, the SE/PZM have the right to seek higher financial compensation, should they find the grounds to do so.
  11. The remuneration for authorizing the SE/PZM to appoint a third party (third parties) to receive the said licenses (granting them unlimited possibility to issue further sublicenses) concerning the identification markers specified in section 1, that the rider is entitled to, shall be determined in the separate agreement concluded between the SE/PZM and the prospective licensee, mentioned in section 8 and shared equally between the rider and SE/PZM, respectively.

#### **§ 8 [Rider's competition outside of Poland]**

1. In the case when a domestic rider joins a foreign league, he is obliged to send promptly written information of a given league fixtures on the club's address.
2. The club is entitled at any time to prohibit the start or withdraw a domestic rider's permission to participate in competition meetings outside the country. Moreover, PZM

can, at any time and without stating a reason, withdraw its approval or reject its permission allowing a domestic rider to participate in events outside the country.

3. Should the dates of competitions overlap with the Polish Team Cup/I League Cup/II League Cup, other national events, events where rider is nominated to represent his national country with foreign league meeting and other international events, for Polish riders national league competitions, other national events and events where rider is nominated to represent his national country are understood as the priority events and therefore in order of importance come first and then the Polish and foreign league events.
4. Should the dates of competitions overlap with Polish Team Cup/I League Cup/II League Cup with foreign league meeting and other international events, for International riders international league competitions and are understood as the priority events and then the Polish league events.
5. The rider is obliged to respect the rules of this paragraph negotiating the terms of his start which result from his contracts with foreign league clubs.

#### **§ 9 [Absence of a rider from competitions]**

1. The absence of a rider due to his illness from league competitions or other competitions for the Polish championships or PZM / SE prizes for which the rider has been designated and signed-on or from obligatory practice sessions, will be justified only in the event of submitting a required by the regulations doctor's certificate.
2. The doctor's certificate, as specified in section 1, must be delivered or sent by fax by the rider to the registered address of the club no later than the following day counting from the date of its issue.
3. In the event of receiving a doctor's certificate on the date of a competition, the rider is **obliged to immediately notify the team manager of the situation.**
4. **Absence of the rider due to illness, in the course of marketing, promotional and charity events on the days specified by SE / PZM, to which the rider was invited, shall be justified exclusively in case of presenting the officially required medical certificate, at least one day before the scheduled appearance of the rider. Failure to present the medical certificate within the specified deadline, specified above in the preceding sentence, shall be regarded as unexcused absence.**
5. Upon the request of the managing unit, the rider is obliged to deliver the full medical documentation being the basis for the issuance of the medical certificate, mentioned in point 4, within 7 days since the date of receiving the notification in this respect. Failure to deliver medical documentation within the aforementioned deadline shall be regarded as a failure to deliver the proper medical certificate by the rider, which leads to unexcused absence.
6. The rider agrees to reading and verification, by proper managing body, of medical documentation being the basis of the presented medical certificate, mentioned in point 4, upon the request of the proper managing body, shall issue the consent to collect medical documentation, according to the pattern provided by the proper unit within 7 days since the date of the reception of the request in this respect. Failure to deliver the consent within the aforementioned deadline shall be regarded as a failure to deliver the proper medical certificate by the rider, which leads to unexcused absence
7. As a result of the verification of medical documentation, the managing unit may decide that the absence of the rider is unexcused anyway.

#### **SECTION IV - CONTRACT TERMS AND CONDITIONS**

##### **§ 10 [Violation of the contract terms and conditions]**

1. A flagrant breach of the contract terms and conditions by a party will in particular be considered to be such activity or inactivity as the following:
  - 1) by the rider:
    - a) deprivation of the possibility to take part in competitions due to his own fault,

- b) unexcused absence or refusal to participate in competitions or parts of them, as well as in practice sessions or training grouping for which he has been appointed by the club,
  - c) breaching of the provisions determined in § 4 section 1 item 3, § 7 section 4, § 7 section 3, § 8 section 3 or § 8 section 4.
- 2) by the club:
- a) termination or suspension of sporting activities during a sporting season or the governing bodies leading a club to bankruptcy.
2. In the event of the loss by the rider of the national "Ż" license, this contract will be terminated on the date it is lost. In such case, the rider is entitled to partial remuneration he received from the club for preparatory activities - determined proportionally on the basis of the length of the season and the duration of the contract. The rider is obliged to return the surplus amount within 14 days from the day of dissolving the Contract. If the rider loses the "Ż" license before the beginning of the season, full amount of the remuneration should be returned.
3. In the event of **temporary or permanent** the loss by a foreign rider of his international license or **temporary or permanent** the withdrawal by his home federation the consent of start permission for Polish league or withdrawal of the confirmation to start in matches, this contract will be terminated on the date of losing the license or withdrawal of permission or submitting the statement by the club itself, within 30 days since the event occurrence. In such case, the rider is entitled to partial remuneration he received from the club for preparatory activities - determined proportionally on the basis of the length of the season and the duration of the contract. The rider is obliged to return the surplus amount within 14 days from the day of dissolving the Contract. If the rider loses the international license or his home federation withdraws its permission for his start in Polish league before the beginning of the season, full amount of the remuneration should be returned. **Regardless of the above, the club can make deductions mentioned in paragraph 18 section 1.**

#### § 11 [Severance payment]

1. The rider who has a contract with an Extraleague club is required to attend once a year a **cycle of three races** in the Individual International Extraleague Champion competition organized by SE, if it receives a nomination from SE for the competition.
2. The rider is entitled to receive remuneration for the participation in the competition for Individual International Extraleague Champion competition as follows:
  - 1) The guaranteed amount for each rider (except the riders from place 1 to 3 in the competition and reserve riders) - 4000 net,
  - 2) 10000 PLN net for participation in the competition and taking the first place,
  - 3) 7000 PLN net for participation in the competition and taking the second place,
  - 4) 5000 PLN net for participation in the competition and taking the third place.

The above rates include the total remuneration, including any costs associated with participation in this event (travel, preparation of motorcycles, etc.) for participation in the competition for the title of International Individual Extraleague Champion.
3. Rights and duties regarding advertising binding the rider competing at the International Extraleague Championship are defined in the regulations adopted for the competition by SE.
4. The rider can justify his absence from the competition for the title of International Individual Extraleague Champion only by delivering to the SE a sick leave. In terms of the requirements for sick leaves and determining the duration of the rider's absence in other competitions covered by the contract, apply the provisions of the Team Speedway Polish Championship Rules of Procedure for the reserve riders.
5. Rider shall pay SE a conventional penalty of 100,000 PLN for an unexcused absence from the competition as referred to in paragraph 4. Payment of the conventional penalty shall not exclude the disciplinary responsibility of the Rider as defined in the Disciplinary Rules of PZM and Speedway Disciplinary Rules.
6. **SE may oblige the rider nominated to start in the Individual International Extraleague Championships, to appear on the day of the competitions no later than until 10 a.m. on the site or other venue in the town the championships are held in,**

to participate in promotional activities of Individual International Extraleague Championships.

**§ 11a. [Polish Speedway League Championships]**

1. The rider who has the contract with Polish Speedway League is obliged to participate in competitions of Polish Speedway League Championships organized by PZM, is the rider is nominated to participate in these competitions.

2. The rider is entitled to receive remuneration for participation in Polish Speedway League competitions, according to the following principles:

- 1) I prize- 5,000 PLN net
- 2) II prize- 4,500 PLN net
- 3) III prize- 4,000 PLN net
- 4) IV prize- 3,500 PLN net
- 5) V prize- 3,200 PLN net
- 6) VI prize- 3,000 PLN net
- 7) VII prize- 2,800 PLN net
- 8) VIII prize- 2,800 PLN net
- 9) IX prize- 2,600 PLN net
- 10) X prize- 2,500 PLN net
- 11) XI prize- 2,300 PLN net
- 12) XII prize- 2,200 PLN net
- 13) XIII prize- 2,200 PLN net
- 14) XIII prize- 2,200 PLN net
- 15) XIII prize- 2,200 PLN net
- 16) XIII prize- 2,200 PLN net
- 17) XVII prize- 2,000 PLN net
- 18) XVIII prize -500 PLN net

The aforementioned rates include the whole remuneration, including all costs of participation in competitions (travel, preparation of motorcycles, etc.), in respect of the participation in Polish Speedway League Championships.

3. The rights and responsibilities of the rider participating in Polish Speedway League Championships are specified in rules and regulations of the competitions, accepted by PZM.

4. The rider can justify his absence in Polish Speedway League Championships exclusively via submitting proper medical certificate to PZM. As far as the requirements for medical certificate and length of rider's absence are concerned, the rules and regulations of the club and League competitions shall apply for the reserve riders.

5. The riders shall pay conventional penalty to PZM, in the amount of 50,000 PLN in case of absence during competitions, which is unexcused in a mode specified in section 4. The conventional penalty does not exclude the disciplinary liability of the Rider, mentioned in the Rules of Disciplinary Procedures of PZM and Disciplinary Procedures in Speedway, and Disciplinary Procedure of speedway sports.

6. PZM can oblige the rider nominated to participate in Polish Speedway League Championships to arrive no later than 10.00 a.m. on the site or other venue in the town the championships are held in, to participate in promotional activities of Polish Speedway League Championships.

**12 [FIM Speedway Club Championship.]**

1. Rider having the Contract with the Extraleague club is required to participate in a series of FIM Speedway Club Championship competitions organized by FIM representing the colors of the club.

2. The rider is entitled to receive remuneration for their participation in each cycle of FIM Speedway Club Championship competitions only at the rates specified in the contract,

and also allows to pay the rider a lump-sum for the costs of travel to the competitions abroad in the amount of: 2 people x 3000 PLN net per one rider.

3. The rights and obligations regarding advertising are defined in the regulations of FIM Speedway Club Championship and SE regulations.
4. The rider can justify his absence from the FIM Speedway Club Championship competition only by delivering to the SE a sick leave. In terms of the requirements for sick leaves and determining the length of the rider's absence in other competitions covered by the contract, apply the provisions of the Team Speedway Polish Championship Rules for reserve riders.
5. Rider shall pay SE a conventional penalty of 100,000 PLN for an unexcused absence from the competition as referred to in paragraph 4. Payment of the conventional penalty shall not exclude the disciplinary responsibility of the Rider as defined in the Disciplinary Rules of PZM and Speedway Disciplinary Rules.

#### **§ 12a [League Super-Championships]**

1. **The rider who signed the contract with Extraleague club or I league club, is obliged to participate in team contests for League Super-Championships, organized by SE, representing the logo of his club.**
2. **The rider is entitled to receive the remuneration for the participation in each team match for League super-Championships, exclusively according to the rates in the contract, with reservation that the rate paid to the rider taking part in the contest is a changeable amount for a single received point or bonus in competition and amount to 25% of the rate specified in the contract.**
3. **Rights and responsibilities of the rider with reference to team competitions of League Super-Championships are specified in SE regulations.**
4. **The rider can justify his absence in team contests for League Super-Championships exclusively via presenting the medical certificate to SE.** In terms of the requirements for sick leaves and determining the length of the rider's absence in other competitions covered by the contract, apply the provisions of DMP Rules for reserve riders.
6. **The Rider shall pay SE a conventional penalty of 100,000 PLN for an unexcused absence from the competition of League Super-Championships as referred to in paragraph 4. Payment of the conventional penalty shall not exclude the disciplinary responsibility of the Rider as defined in the Disciplinary Rules of PZM and Speedway Disciplinary Rules.**
7. **SE can oblige the rider nominated to participate in IMME to arrive no later than 10.00 a.m. on the site or other venue in the town the championships are held in, to participate in promotional activities of IMME.**

#### **§ 13 [Severance payment]**

In a situation where the parties in a contract have set the amount for severance payment in the event of the earlier termination of a contract by a rider then the contract is subject to termination with immediate effect in the event of the acquiring club paying the club this amount.

### **SECTION V - RIDER'S REMUNERATION**

#### **§ 14 [Payment of remuneration]**

1. Payment of remuneration from the contract concluded in the form of a contract of employment takes place in arrears no later than by 10th of the following month.
2. Payment of remuneration from the contract concluded in the form of a civil law agreement can take place in advance for the entire year or part of a season.
3. Should the managing body will punish the rider with a penalty of at least 3 months suspension then the club has the right to change - during the period of the suspension - the amount of the remuneration defined in the contract.
4. The club has the rights to deduct fines punished the rider by the managing body from the rider's remuneration.

5. SE/PZM has the right to unilaterally deduct from the salary due to the Club for the execution of advertising contracts entered into by the Club with SE/PZM and amounts due in relation to the Rider and to transfer them to the Rider.
6. The club has the right to reduce or increase remuneration to the rider participating in Team Speedway Polish Championship as the amount of variable remuneration for each match by 5% in case of a losing or victory of the club in a match, respectively.
- 7. The whole remuneration under this contract should be paid via transfer to the bank account of the rider.**

**§ 15 [Payments due to a rider during periods of his injury or illness]**

1. In the event of injury or illness confirmed in a doctor's certificate and preventing a rider from racing in competitions, the rider is entitled to the remuneration defined in the contract, the rules concerning payment of remuneration to the rider are determined by the provisions of the contract.
2. In the event of an injury or illness confirmed with a doctor's certificate and preventing a rider from racing in competitions for a period longer than 9 (nine) months, the club can apply to the managing body for the termination of the contract after that period.

**§ 16 [The principles of determining remuneration in the professional contracts of riders taking part in the competition for the Team Speedway Polish Championship]**

1. Under the contract of a rider participating in the Team Speedway Polish Championship competition, the following remuneration components are agreed for a rider in the relevant season:
  - 1) fixed amount - remuneration for the performance of the contract, subject to the provisions of the amateur contract and the provisions of par. 3
  - 2) variable amount - remuneration for earned points and bonuses, subject to the provisions relating to amateur contract and par. 3.
2. Championship within the framework of individual components of the remuneration:
  - 1) the maximum rate of remuneration paid to the rider participating in the Team Speedway Polish Championship competition as a fixed amount for the performance of the contract the one season cannot be higher than:
    - a. in the season 2014 – 200.000 PLN net,
    - b. in the season 2015 – 175.000 PLN net,
    - c. from the season 2016 – 150.000 PLN net,
  - 2) with reservation of items 4 and 5 below, the maximum rate of remuneration paid to the rider participating in the Team Speedway Polish Championship competition as a variable amount for the performance of the contract the one season cannot be higher than:
    - a. in the season 2014 - 4500 PLN net,
    - b. in the season 2015 - 4500 PLN net,
    - c. from the season 2016 - 4000 PLN net.
  - 3) with reservation of item 4 and 5 below, the maximum rate of remuneration paid to the rider participating in the Team Speedway Polish Championship competition, participating as tactic reserve or reserve rider as a variable amount for a single or a bonus point earned in the competition cannot be higher in the season than 50% of the rate specified in paragraph 2.
  - 4) in case of interrupted match and the need to repeat it the remuneration paid to the rider is a variable amount for the single scored point or bonus in the interrupted competition and amounts to 0 PLN.
  - 5) If a given start in a match ends with the score 5:1 or 1:5, the rider who has the III prize obtains the remuneration of 25% rate for the point obtained in the specific contents of the contract;**
  - 6) In case of play-offs, the rider is entitled to receive the remuneration of 25% rate for the point obtained in the specific contents of the contract.**

3. If the club has long-term contracts signed before the entry into force of this Regulation, the limit of spending per rider in Team Speedway Polish Championship competition is not valid until their expiry date. Is not allowed to extend long-term contracts for the next season, and the basis for determining the length of the period will be the content of the contract as at 31.10.2013.
4. It is forbidden to determine in the contract of a rider participating in the Team Speedway Polish Championship competition any non-cash benefits in kind available to the rider.
5. It is forbidden to determine in the contract of a rider participating in the Team Speedway Polish Championship competition of any cash benefits other than set out in the paragraph 2 and § 14 para. 6, in particular with respect to remuneration or reimbursement of travel expenses for the canceled competition, performance of marketing of services, premiums and cash prizes.
6. In the youth competitions, Junior League and Individual Junior Championships and all other youth competitions in which the managing entity is PZM it is prohibited to determine in contracts any other remuneration for the rider taking part in the Team Speedway Polish Championship except for remuneration for the acquired points. Such remuneration must not be higher than 150 PLN gross per point subject to the provisions of the amateur contract.
7. To the limit of the amount of expenditure for the rider taking part in the competition for Team Speedway Polish Championship will be added the total remuneration of the rider received from the hiring club and starting as a "guest" within the meaning of the Rules of Speedway Club Membership before renting, and afterwards.
8. To the limit of the amount of expenditure for the rider taking part in the competition for Team Speedway Polish Championship will be also considered any expenses in the form of financial and non-financial benefits incurred by the club also to relations of the rider. These expenses will be added to the actual expenditure incurred by the club directly on the rider taking the competition for Team Speedway Polish Championship.
9. To the limit of the amount of expenditure for the rider taking part in the competition for Team Speedway Polish Championship, will be also considered any expenses in the form of financial and non-financial benefits obtained by the rider for competing under the hire agreement referred to in the Regulations of the Speedway Club Membership.
10. For the avoidance of doubt, it is agreed that exceeded limit of expenses for a rider taking part in the DMP competition, referred to in paragraph 1 and 2 above, does not constitute a breach of the Rules of Club Membership in Speedway and this Set of Rules in cases where this Set of Rules provides the possibility of increasing the Rider's salary payable (§ 14 par. 6, § 18 par. 2).

#### **§ 16a [The principles for determining remuneration in youth competitions managed by PZM]**

In youth competitions, Polish Youth Team Championships, Polish Youth Club Pairs Championship, competition for Silver and Bronze Helmet and any other youth competitions in which PZM is the managing entity, it is prohibited to determining in contracts any other remuneration for the rider taking part in the competition for League I and II Cup besides compensation for earned points. These remuneration must not be higher than 150 PLN gross per point.

#### **§ 16 b [Principles of determining remuneration in contracts of professional riders of DM I League]**

1. In the scope of rider's contract for DM I League Championships, the following factors of remuneration are agreed for a given season:
  - 1) Basic amount – remuneration for the performance of the contract, with reservation of the regulations concerning amateurs and provisions of section 3,
  - 2) variable amount – remuneration received for points and bonuses, with reservation of the regulations concerning amateurs and provisions of section 3.
2. There is a fixed limit of rider's expenses in case of DM I League in the scope of particular remuneration constituents:

- 1) maximum rate of the remuneration paid to the rider participating in DM I League as a basic amount for contract performance in a single season, cannot exceed:
  - a) in 2016 season - 100.000 PLN net,
  - b) in 2017 season – 80.000 PLN net,
  - c) Since 2018 season - 60.000 PLN net,
- 2) With reservation of point 3 and 4 below, the maximum rate of remuneration paid to the rider taking part in DM I League competitions, as a variable amount for a single point or bonus received, cannot exceed:
  - a) in 2016 season – 1,300 PLN net,
  - b) in 2017 season – 1,200 PLN net,
  - c) in 2018 season – 1,100 PLN net,
- 3) maximum amount of remuneration paid to the rider participating in DM I League competitions, being the replacement or reserve, as a variable amount for a single point or bonus received, cannot exceed 50% rate specified in § 16 b section 1 point 2;
- 4) in case of interrupting the match or the necessity to repeat the match, the remuneration paid to the rider is a variable amount for a single received point or bonus in the interrupted match is 0 PLN.
- 5) if a given race in the match ends with the score 5:1 or 1:5, the rider who has the III prize obtains the remuneration of 25% rate for the point obtained in the specific contents of the contract;
- 6) In case of play-offs, the rider is entitled to receive the remuneration of 25% rate for the point obtained in the specific contents of the contract.

3. If the club has long-term contracts signed before the commencement of these regulations, the expenses limit of riders participating in competitions of DM I League, are not valid and binding until the contract expiry. It is prohibited to prolong the long-term contracts for the subsequent seasons, and the basis for determining their length is the contents of the contract as of 31.10.2015. In case of signing a long-term contract and determining rates of remuneration for all the seasons, it is permitted to apply the rates of maximum remuneration proper for a given season in a contract.

4. It is prohibited to specify in the contract any non-financial or material benefits for the rider participating in DM I League competitions.

5. It is prohibited to specify in the contract of the rider participating in DM I League, any financial benefits in respect of anything else than stated in § 16 b section 1 and § 14 section 6, and in particular, in respect of the remuneration or refund for travel expenses in case of cancelled matches, performance of marketing services, commissions or financial awards.

6. In all the matches managed by PZM, which are not the junior contests or league competitions, it is prohibited to specify, in the signed contracts, any other remuneration for riders participating in matches of DM I League, than the remuneration for the won points. The remuneration cannot exceed 150 PLN per point with the reservation of the regulations on the amateur contract. It is prohibited to pay for the participation of senior rider in individual competition for Polish Championship and PZM Prize.

7. To the amount of expenses limit for riders participating in DM I League competitions, the full remuneration is added- the remuneration the rider received from the club hiring him and when participating as a „guest” as understood in the Regulations of Club Membership in Speedway, before the act of hiring him as well as after the hiring.

8. The expenses, included in the limit for riders participating in DM I League competitions, all and any expenses are added, in the form of financial and non-financial benefits incurred by the club, also in relation to the family members of the rider. These

expenses shall be added to the actual expenses incurred by the club directly in relation with the rider participating in DM I League competitions.

9. The expenses, included in the limit for riders participating in DM I League competitions, all and any expenses are added, in the form of financial and non-financial revenues obtained by the rider in regard of races in the period of hire contract, specified in the Regulations of Club Membership in Speedway.
10. To avoid doubt, it is decided that exceeding the limit of expenses per rider, participating in competitions of DM I League, specified in section 1 and 2 above, does not constitute the breach of Regulations of Club Membership in Speedway and this Code of Rules in case this code of Rules provides for the possibility to increase rider's remuneration (§ 14 section 6, § 18 section 2).

#### **§ 16 c [Principles of determining remuneration in contracts of professional riders of DM II League]**

1. In the scope of rider's contract for DM II League Championships, the following factors of remuneration are agreed for a given season:
  - 1) basic amount – remuneration for the performance of the contract, with reservation of the regulations concerning amateurs and provisions of section 3,
  - 2) variable amount – remuneration received for points and bonuses, with reservation of the regulations concerning amateurs and provisions of section 3.
2. There is a fixed limit of rider's expenses in case of DM II League in the scope of particular remuneration constituents:
  - 1) maximum rate of the remuneration paid to the rider participating in DM II League as a basic amount for contract performance in a single season, cannot exceed:
    - a) in 2016 season - 30.000 PLN net,
    - b) in 2017 season – 25.000 PLN net,
    - c) in 2018 season - 20.000 PLN net,
  - 2) With reservation of point 4 and 5 below, the maximum rate of remuneration paid to the rider taking part in DM II League competitions, as a variable amount for a single point or bonus received, cannot exceed 650 PLN net,
  - 3) maximum amount of remuneration paid to the rider participating in DM II League competitions, being the replacement or reserve, as a variable amount for a single point or bonus received, cannot exceed 50% rate specified in § 16 b section 1 point 2;
  - 4) in case of interrupting the match or the necessity to repeat the match, the remuneration paid to the rider is a variable amount for a single received point or bonus in the interrupted match is 0 PLN.
  - 5) if a given race in the match ends with the score 5:1 or 1:5, the rider who has the III prize obtains the remuneration of 25% rate for the point obtained in the specific contents of the contract;
  - 6) In case of play-offs, the rider is entitled to receive the remuneration of 25% rate for the point obtained in the specific contents of the contract.
3. If the club has long-term contracts signed before the commencement of these regulations, the expenses limit of riders participating in competitions of DM II League, are not valid and binding until the contract expiry. It is prohibited to prolong the long-term contracts for the subsequent seasons, and the basis for determining their length is the contents of the contract as of 31.10.2015.
4. It is prohibited to specify in the contract any non-financial or material benefits for the rider participating in DM II League competitions.
5. It is prohibited to specify in the contract of the rider participating in DM II League, any financial benefits in respect of anything else than stated in § 16 b section 1 and § 14 section 6, and in particular, in respect of the remuneration or refund for travel

expenses in case of cancelled matches, performance of marketing services, commissions or financial awards.

6. In all the matches manager by PZM, which are not the junior contests or league competitions, it is prohibited to specify, in the signed contracts, any other remuneration for riders participating in matches of DM II League, than the remuneration for the won points. The remuneration cannot exceed 150 PLN per point with the reservation of the regulations on the amateur contract. It is prohibited to pay for the participation of senior rider in individual competition for Polish Championship and PZM Prize.
7. To the amount of expenses limit for riders participating in DM II League competitions, the full remuneration is addend- the remuneration the rider received from the club hiring him and when participating as a „guest” as understood in the Regulations of Club Membership in Speedway, before the act of hiring him as well as after the hiring.
8. The expenses, included in the limit for riders participating in DM II League competitions, all and any expenses are added, in the form of financial and non-financial benefits incurred by the club, also in relation to the family members of the rider. These expenses shall be added to the actual expenses incurred by the club directly in relation with the rider participating in DM II League competitions.
9. The expenses, included in the limit for riders participating in DM II League competitions, all and any expenses are added, in the form of financial and non-financial revenues obtained by the rider in regard of races in the period of hire contract, specified in the Regulations of Club Membership in Speedway.
10. To avoid doubt, it is decided that exceeding the limit of expenses per rider, participating in competitions of DM II League, specified in section 1 and 2 above, does not constitute the breach of Regulations of Club Membership in Speedway and this Code of Rules in case this code of Rules provides for the possibility to increase rider's remuneration (§ 14 section 6, § 18 section 2).

#### **§ 17 [Remuneration policies in amateur contracts]**

1. The club may conclude with the national youth player under the age of 21 an amateur contract, which shall provide that the club shall pay all expenses associated with the training, starts and keeping the player in a given season. In this case, all equipment remains the property of the club, without the possibility of its transfer for the rider's ownership.
2. In case of conclusion of an amateur contract, the club shall bear all costs of maintenance and the rider may only interchangeably agree upon:
  - 1) monthly stipend of not more than 1000 gross per month or
  - 2) remuneration for the bonus point earned in the amount of less than 150 PLN gross and in case of travels for meetings, the gross amount including:
    - 1) allowance,
    - 2) reimbursement of travel costs to the meeting by car in the amount of 100% of the rate for 1 km specified in the Regulation of the Minister of Labour and Social Policy of 29 January 2013 on the duties of an employee of a state or self-government budget unit for business travel (Journal of Laws item 167, as amended),
    - 3) reimbursement of the cost of accommodation up to 150 PLN gross (according to the bill).

#### **§ 18 [Deductions]**

- 1) In case of injury of the rider during other competitions than the matches in the Polish league and the Polish Cup competitions and PZM / SE awards, **World Team Championships, trial matches for Polish championships, with reservation of section 2**, the Club deducts for each absence of the Rider at the Polish league match the amount calculated using the following formula: the amount of fixed salary divided by the total number of matches in which the rider's team participated in the relevant season multiplied by the number of games in which the rider did not participate.

- 2) In case of rider's injury suffered during the matches of Polish league, organized by the third party- the promoter, resulting in the absence of the rider on at least one match of the Polish league, the club can deduct the amount of 2.5% of due remuneration (basic or variable) for a given season.
- 3) In case of rider's participation in other country's league matches at the same time as Polish league matches, the club shall deduct, from rider's remuneration, for every absence, the amount calculated according to the following principle: the amount of basic remuneration divided by the number of matches of the rider's team in a given season, multiplied by the number of matches this rider skipped.
- 4) The Club is entitled to proportional increase or decrease of the Rider's remuneration (fixed and variable) of the rider under the contract for the relevant season according to the principle that appropriate salary increases or decreases by 1% will take place in case of appropriate reductions or increases by 1 position of the rider in the average point-race classification published by the relevant managing body for the competition at the end of season in relation to the place occupied by the rider in that classification in the previous season such a manner that, for example:
  - a) fall or rise by 5 places shall result in lowering or increasing the rider's remuneration respectively by 5%,
  - b) fall or rise by 10 places shall result in lowering or increasing the rider's remuneration respectively by 10%,
  - c) fall or rise by 15 places shall result in lowering or increasing the rider's remuneration respectively by 15%,
  - d) fall or rise by 20 and more places shall result in lowering or increasing the rider's remuneration respectively by 20%.

The relative decrease or increase in the total amount of remuneration cannot be higher than 20%.
- 5) Within 14 days after completion of appropriate competition for Team Speedway Polish Championship, Team League I and II Championships, relevant managing body for the given competition shall draw the Average Point-Race Classification for the year. This classification is the basis for modifying the rider's remuneration.

#### **§ 19 [Settlement of the fixed amount of remuneration]**

The fixed amount of remuneration which the rider is entitled to, may be paid in monthly installments and shall be expended by him only to prepare for the season and the competition. At the request of the Club, the rider is required to submit accounts documenting the expenses incurred for the preparation for the season and competitions within 14 days of receipt of the written request in this regard. In case of failure to submit the settlement referred to in the preceding sentence, the Club has the right to withhold payment on this account. In case of failure to submit the accounts within 21 days of receipt of the written request in this regard, the Club has the right to reduce the remuneration of the rider by 0.5% for each day of delay in the hand-over of the settlement.

### **SECTION VI - DISCIPLINARY LIABILITY OF A RIDER**

#### **§ 20 [Penalties]**

1. In connection with the breach by a rider of his undertakings to a club, the club can petition to the supervising body for imposing on the rider disciplinary penalties on the basis of the provisions of the Speedway Disciplinary Rules.
2. Disciplinary proceedings are settled in the PZM Statute, the Speedway Disciplinary Rules and other provisions of SE / PZM.
3. Should the rider breach any provisions of the Contract, the club is entitled to impose on him the penalties specified in the Contract. **Imposing the penalty may take place no later than 30 days since the date of receiving information on the breach resulting in penalty. In case of no penalty imposed within the deadline specified above, it is assumed that the club refrained from imposing the penalty.**
4. In case of failure to appear by the rider at the time and place designated by SE or PZM in order to participate in the action or event referred to in § 6. 1 paragraphs 11.6, the rider shall

pay SE / PZM penalty of 15,000 PLN net within 14 days from the date of receiving the request for the payment.

#### **§ 21 [Conventional penalties]**

1. The club has the right to impose the following conventional penalties to the rider:
  - 1) for failing to appear for the competition despite the **properly** received appointment - 50.000 PLN net (30.000 PLN in case of league I club and 15.000 PLN in case of league II),
  - 2) for documented conduct of unsportsmanlike lifestyle - 50.000 PLN net, (20.000 PLN in case of league I club and 10.000 PLN in case of league II),
  - 3) for damage to reputation and image of the Club – 50000 PLN net (20.000 PLN in case of league I club and 10.000 PLN in case of league II),
  - 4) for the use of words generally considered offensive against the activists of the Club, the managing entity, Competitors and Judges – 50000 PLN net(20.000 PLN in case of league I club and 10.000 PLN in case of league II),
  - 5) for the disclosure of information relating to the contract implementation – 50000 PLN net, (20.000 PLN in case of league I club and 10.000 PLN in case of league II), and, moreover, disciplinary action will be initiated under Disciplinary Rules of PZM.
- 6) The club and the rider have the right to establish additional penalties.

#### **§ 22 [A rider's third party liabilities]**

A rider shall be disciplinary and financial liable for his behaviour and any losses arising during competitions, practice sessions and within the area of the club's facilities caused by persons from the rider's team and persons invited by him. The rider is obliged to give the club a list containing the names of the persons employed by him. These persons should be insured by the rider against risk of accidents.

### **SECTION VII - FINAL PROVISIONS**

#### **§ 23 [Transitional regulations]**

1. These regulations come into effect on the date they are passed.
2. Contracts and annexes concluded prior to the date on which these regulations come into effect retain their validity until the date of their termination or expiration.
3. All supplements to the contracts and agreements concluded prior to the date on which these regulations come into effect but concluded after they had come into effect, must be prepared according to the obligatory model contract or else shall be null and void.
4. Disputes arising against the background of executing the contracts, commenced before the date of these regulations coming into effect will be resolved on the basis of hitherto regulations.
5. In case of contracts concluded in the form of a contract of employment, if there is a conflict with the provisions of these regulations, generally applicable labor laws shall apply.

#### **§ 24 [Deliveries]**

1. On request, a club transfers to the managing body the club's riders contact data.
2. If in the contract it has not be stated otherwise, the competent address for deliveries of notifications from the managing body to a rider is the club's address - the party to the contract.

#### **§ 25 [Interpretation]**

The right to interpret these rules and the provisions of the contract is held by the managing body.