

National Federation Participation Agreement
Re: 2020 UCI Cycling Esports World Championships

This National Federation Participation Agreement (the “Agreement”) between _____ (the “**Federation**”) and Zwift, Inc. (“**Zwift**”) is entered into to promote (i) the discipline of Cycling Esports and (ii) the 2020 UCI Cycling Esports World Championships on the Zwift platform, including any associated broadcasts and programming (collectively, the “**World Championships**”). The parties hereby agree as follows:

1. Term

- a. The term of this Agreement shall start on the date of execution by the Federation and continue until 10 days after the completion of the World Championships (the “**Term**”).

2. Zwift Undertakings

- a. Zwift, along with the UCI, will organize and promote the World Championships.
- b. Zwift will be responsible for performance verification as required by any rules and regulations applicable to the World Championships.
- c. Zwift will license to the Federation the use of its logos and trademarks for the purpose of the Federation promoting the World Championships with any usage subject to Zwift’s prior written approval.

3. Federation Undertakings

- a. The Federation shall confer to Zwift, on a non-exclusive basis, all rights necessary for Zwift to use the Federation’s name, logos, trademarks, and other intellectual property (collectively, “**Federation IP**”) to promote, broadcast, and distribute the World Championships. Such rights shall include the right to include Federation IP in virtual assets on the Zwift platform. Any rights conferred for virtual assets (e.g., virtual kits) shall survive the termination of this Agreement and continue for the commercial life of the Zwift platform to be used in future Federation virtual events and by Federation riders subject to future agreement.
- b. The Federation shall ensure that each Federation member competing in the World Championships (including Federation members designated by Zwift or the UCI via wild card) (each, a “**Rider**”), will abide by all applicable rules and regulations of the World Championships, including any associated technical guide and other rulesets incorporated by reference therein.
- c. The Federation hereby accepts the allocated number of Rider slots determined by Zwift and the UCI (including the allocation of any slots for wild cards as determined by the UCI) and agrees to take all reasonable actions to ensure the participation of each Rider in the World Championships, including timely submission of Riders by the deadline provided by the UCI. The Federation will immediately notify the UCI if any submitted Rider cannot participate in the World Championships. The Federation agrees that it shall not contest any decision made by Zwift as organizer of the World Championships and shall not make any negative remark regarding the World Championships or the organization thereof.
- d. The Federation agrees to comply with all applicable guidelines and requirements (including any commercial guidelines or hardware standards) promulgated by Zwift and the UCI in connection with the World Championships.
- e. The Federation shall procure and confer to Zwift all rights (including name and likeness rights) necessary for Zwift to promote, broadcast, and distribute the participation of any Rider in the World Championships.

- f. The Federation agrees that Zwift may sublicense any rights granted to Zwift under this Agreement to the UCI. In addition, the Federation agrees that it shall direct all questions relating to the World Championships to the UCI in the first instance.
- g. The Federation shall distribute any promotional or instructional materials provided by Zwift through its normal channels, as directed by Zwift.

Zwift, Inc.

National Federation: _____

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____