

SMLOUVA O POSKYTNUTÍ TV PRÁV

POSKYTOVATEL:

Pragosport, a.s.

Na Ořešovce 579/6, 162 00 Praha 6

IČ: 18628010

DIČ: CZ 18628010

Česká republika

zapsaná v obchodním rejstříku u Městského soudu

v Praze, oddíl B., vložka 755

zastoupená: [REDACTED]

Bankovní spojení: KB 27-1554150267/0100

NABYVATEL:

Česká televize

zřízená na základě zákona č. 483/1991 Sb., o České televizi

nezapisuje se do obchodního rejstříku

se sídlem Kavčí Hory

140 07 Praha 4

Česká republika

IČ: 00027383

DIČ: CZ00027383

zastoupená: Petrem Dvořákem, generálním ředitelem

bankovní spojení: Česká spořitelna, a.s., účet

1540252/0800

Smluvní strany uzavřely dne 6.11.2020 Smlouvu o smlouvě budoucí, jejíž součástí je i akce [REDACTED]. Na základě této smlouvy uzavírají smluvní strany tuto řádnou smlouvu, která řeší všechny detailní náležitosti této akce.

TITUL (AKCE):

[REDACTED]
detailní rozpis je uveden v příloze č. 1

POSKYTOVANÁ PRÁVA:

poskytovatel poskytuje nabyvateli touto smlouvou výhradní (s výjimkou bodu 7B Principal Terms) televizní práva k výše popsanému titulu, to je přístup k TV signálu v místě konání akce pro živé vysílání nebo vysílání ze záznamu na programech České televize šířených terestricky, kabelově a satelitně, IPTV, HbbTV a dále na webových stránkách ČT a v internetových aplikacích, které jsou tzv. geo-blokované.

Detailní rozsah práv je uveden v příloze č. 1.

Práva na odvysílání titulů jsou poskytována pro přenosy jednotlivých sezón pro dané území a jazyk. Všechna ostatní práva, která nejsou výslovně popsána výše v prvním odstavci článku nazvaného „poskytovaná práva“ resp. v následující příloze, zůstávají ve vlastnictví poskytovatele.

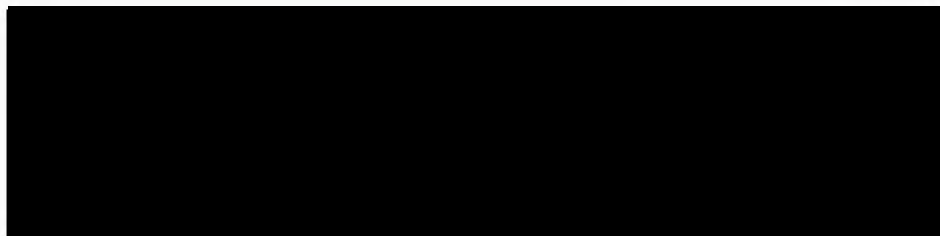
ÚZEMÍ: Česká republika

JAZYK: čeština

ČAS, NA KTERÝ JSOU PRÁVA POSKYTOVÁNA: práva jsou poskytována postupně a to vždy v den konání prvního závodu dané sezóny. Délka období, na něž jsou práva poskytována, je specifikována v příloze č. 1.

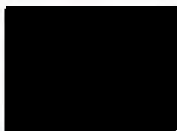
CENA ZA POSKYTNUTÍ PRÁV: je [redacted] odpovídající DPH za jednotlivou sezónu, celková cena je tedy [redacted] + odpovídající DPH.

PLATBA: v EUR na základě faktury/daňového dokladu vystaveného poskytovatelem v den konání prvního závodu dané sezóny s následujícími splatnostmi:



Veškeré platby dle této Smlouvy budou činěny výlučně bezhotovostním převodem na bankovní účet uvedený v záhlaví této Smlouvy. Jakákoli platba dle této Smlouvy se považuje za uhrazenou připsáním celé příslušné částky na bankovní účet. Sjednává se, že využije-li poskytovatel možnosti zaslat fakturu elektronickou poštou, je povinen ji zaslat v PDF formátu ze své e-mailové adresy na e-mailovou adresu nabyvatele faktury@ceskatelevize.cz. Za den doručení faktury nabyvateli se považuje den doručení na e-mailovou adresu nabyvatele, což je zároveň považováno za souhlas s využitím této formy komunikace. Stejný způsob elektronického doručení se použije i v případě, nebude-li faktura obsahovat stanovené náležitosti nebo v ní nebudou správně uvedeny údaje, a také v případě zasílání opravných faktur.

V případě, že je poskytovatel plátcem DPH, musí faktura, kterou vystaví, splňovat náležitosti daňového dokladu (dále jen „faktura“) podle zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů (dále jen „zákon o DPH“). V případech, kdy může nabyvateli vzniknout ručení za nezaplacenou DPH ve smyslu zákona o DPH, je nabyvatel bez dalšího oprávněna odvést za poskytovatele DPH z fakturované ceny plnění přímo příslušnému správci daně ve smyslu zákona o DPH (tj. na účet správce daně). Tímto postupem zanikne



nabyvateli jeho smluvní závazek zaplatit poskytovateli částku odpovídající DPH. O takové úhradě bude nabyvatel informovat poskytovatele bez zbytečného odkladu, nejpozději do dvou pracovních dnů od jejího provedení.

Technické náklady: satelitní náklady jsou zahrnuty v ceně poskytovaných práv. Jakékoliv další náklady (např. na komentátorské pozice, unilaterál) si bude nabyvatel hradit nad rámec této smlouvy.

Smluvní strany se dohodly, že obsah této smlouvy se považuje za důvěrný, stejně jako veškeré informace, které vejdou ve známost smluvních stran v souvislosti s jednáním o uzavření této smlouvy, při jejím plnění a v souvislosti s ním, a žádná ze smluvních stran není bez předchozího písemného souhlasu druhé smluvní strany oprávněna dané informace sdělovat třetím osobám, a to ani po ukončení plnění této smlouvy či ukončení této smlouvy, s výjimkou informací: (i) s nimiž se smluvní strana seznámila nezávisle na druhé smluvní straně; (ii) které nabyvatel sám sděluje třetím osobám v souvislosti s přípravou, výrobou, distribucí a/nebo propagací svého programového obsahu, k němuž se vztahuje tato smlouva, a/nebo v souvislosti se svou propagací (s výjimkou informací označených jako její obchodní tajemství); (iii) které smluvní strana poskytne nebo uveřejní na základě právního předpisu nebo vykonatelného rozhodnutí soudu či správního orgánu; a (iv) které smluvní strana poskytne svým odborným poradcům a/nebo jiným spolupracovníkům vázaným zákonnou a/nebo smluvní povinností mlčenlivosti. Vzhledem k tomu, že tato smlouva bude uveřejněna podle zákona č. 340/2015 Sb., o registru smluv, ve znění pozdějších předpisů (dále jen „zákon o registru smluv“), smluvní strany ve vzájemné shodě označily v jejích stejnopisech žlutou barvou informace, které budou znečitelněny v souladu se zákonem o registru smluv. Takto bylo označeno zejména, nikoli však výlučně, obchodní tajemství, jehož utajení smluvní strany odpovídajícím způsobem zajišťují. Na informace, které v této smlouvě nejsou označeny žlutou barvou, se po jejím uveřejnění postupem podle zákona o registru smluv nevztahuje povinnost mlčenlivosti dle tohoto odstavce. Tuto smlouvu je oprávněna postupem podle zákona o registru smluv uveřejnit pouze nabyvatel, a to v době do 80 dnů od jejího uzavření. Nedojde-li v této době k uveřejnění této smlouvy ze strany nabyvatele, pak je k jejímu uveřejnění postupem podle zákona o registru smluv oprávněna kterákoli smluvní strana.

Nedílnou součástí této smlouvy je příloha č.1 - Rozsah práv.

Tato smlouva je vyhotovena ve 2 písemných vyhotoveních, z nichž po jednom obdrží každá smluvní strana. Případné ujednání stran o změně této smlouvy vyžaduje písemnou formu.

Platnost a účinnost této smlouvy nastává dnem podpisu v pořadí druhou smluvní stranou.

V Praze dne^{15.9.2021}.....

V Praze dne⁰⁸⁻⁰⁹⁻²⁰²¹.....

Poskytovatel

[Redacted signature of provider]

Pragosport, a.s.

Nabyvatel

[Redacted signature of recipient]

Česká televize

[Redacted stamp]

[Redacted stamp]

Principal Terms

<p>1. Events</p>	<p>[REDACTED]</p> <p>The complete and detailed list of Events will be sent shortly before each of the seasons.</p>
<p>2. Rights</p>	<p>(1) Audio-visual Rights</p> <p>The right to transmit and make available during the Term, on the Designated Services on a Free and/or Pay basis in the Language within the Territory and via the Permitted Means:</p> <ul style="list-style-type: none"> - the Live Feed of each Event in each case: <ul style="list-style-type: none"> • on a live and/or delayed basis; and • in whole or in part (including as edited clips). <p>Ancillary Rights</p> <p>The right (during the Term, within the Territory and subject always to the applicable terms of this Agreement) to use:</p> <ul style="list-style-type: none"> (i) the Competition Brands in accordance with clause 7 of the Standard Terms; (ii) the Centrally Produced Graphics; (iii) the Official [REDACTED] Data; <p>in each case, solely for the purposes of inclusion within, and promotion and advertising of, its transmission of the Licensee Programming.</p>
<p>3. Designated Services</p>	<p>Any channel, website, app or other digital service in the Territory which, in each case, is branded and is owned and operated by Licensee.</p>
<p>4. Permitted Means</p>	<p>Platform Neutral (but, for the avoidance of doubt, excluding the Excluded Means)</p>
<p>5. Transmission Obligations</p>	<p>A. Minimum Transmission Obligations</p> <p>Licensee undertakes to transmit the following Events in television on a Free basis in the respective Territory:</p> <p>[REDACTED]</p>

B. Events that may be not transmitted

Licensee further undertakes to Licensor that it will transmit all Events that are not subject to the Minimum Transmission Obligations in Part A live and in full on a Designated Service throughout the Territory unless it notifies Licensor in writing (including by email) no later than five (5) working days prior to the start of any such Event, that it will not transmit the relevant Event live and in full (a "No Transmission Notice").

Where Licensee provides a No Transmission Notice in respect of an Event, as described in the paragraph above:

- (i) Licensee shall no longer have the exclusive right (or the obligation) to transmit the relevant Event on a live basis; and
- (ii) notwithstanding the provisions of clause 1 of the Standard Terms (or Section 7 of the Principal Terms), Licensor shall, without any compensation whatsoever due to Licensee, have the right to itself transmit, and/or to authorise any third party to transmit, the Event live and in full in the Territory on any platform or channel fully owned and controlled by [REDACTED] / or Licensor.

For the avoidance of any doubt, it is agreed that failure by Licensee to comply with any of the foregoing obligations in this Section 5 (unless agreed with Licensor in advance) shall be deemed to be a material breach of this Agreement for the purposes of clause 8.2(i) of the Standard Terms.

6. Exclusivity

The Audio-visual Rights granted to Licensee hereunder are granted to Licensee on an exclusive basis in the Territory for the duration of the applicable Exclusivity Period and with respect of the Exclusive Area such that, subject always to the provisions of Section 5B above, Section 7 below and clause 1.2 of the Standard Terms, Licensor shall not (and shall procure that no third party, including [REDACTED], shall) itself exercise or authorise any third party to exercise, the right, during the Exclusivity Period applicable to each Event, to transmit and/or otherwise make available Event Footage from the Exclusive Areas of any such Event in the Territory (in any language).

The "Exclusivity Period" means, in respect of each Event, the period commencing at the start of the relevant Event and ending one (1) month from the completion of such Event.

For the avoidance of doubt, any and all other rights granted to Licensee hereunder are granted on a non-exclusive basis.

7. Reserved Rights and Exceptions to Exclusivity

A. Reserved Rights

All rights not expressly granted to Licensee under this Agreement are, in each case, reserved by Licensor and/or [REDACTED] (and are not granted to Licensee) and accordingly may be exercised or exploited by Licensor, [REDACTED] or any other third parties within or outside the Territory.

Without prejudice to the generality of the above, Licensee further acknowledges and agrees that the Excluded Means are reserved by Licensor and/or [REDACTED] and are not granted to Licensee.

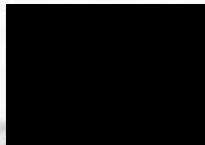
B. Exceptions to Exclusivity

Licensee acknowledges and agrees that the exploitation by Licensor, [REDACTED] or any third parties of the following rights in the Territory during the Term shall not be deemed to be a breach of Licensor's exclusivity obligations or otherwise be a breach of this Agreement:

- (i) the right for Licensor and/or [REDACTED] to transmit, exhibit or otherwise make available Event Footage of each Event on a live (if the Event is not broadcasted live by Licensee, see Section 5B above) or delayed (if the Event is broadcasted by Licensee) basis (and whether in whole or in part) (including but not limited to simultaneously live stream) on the official [REDACTED] subscription streaming service and [REDACTED] Platforms;
- (ii) the right to transmit, exhibit or otherwise make available Event Footage of each Event on a live and/or delayed basis (and whether in whole or in part (including but not limited to simultaneously live stream) on any Platform owned or controlled [REDACTED];

- (iv) the right to authorise the [REDACTED] and any third party such as i.e. [REDACTED] Members, participating athletes, Official Sponsors, Official Suppliers, the LOC, news agencies, content distributors and selected social media influencers to use clips of up to five (5) minutes of Event Footage from each Event on any platforms, provided that any such use is made only after the completion of the relevant Event;

	<p>(v) the right to authorize the [REDACTED] any [REDACTED] Member and any athlete to use Event Footage, of a maximum of ten (10) minutes per Event, to be published not before two (2)) weeks after completion of the respective Event solely for educational, non-commercial purposes, including but not limited to e-learning platforms and webinars, training, analysis, internal team preparation and the education of skaters, Ice Skating officials and coaches; and</p> <p>(vi) the right to authorise selected social media influencers to use clips of up to three (3) minutes of Event Footage from each Event on their Owned and Operated Platforms, including on an in-Event (but not live) basis;</p> <p>(vii) for the avoidance of doubt, the right for Licensor and/or the [REDACTED] to use (and to authorise third parties to use) any and all Event Footage in the Territory, on any basis, after the expiry of the Exclusivity Period applicable to the relevant Event.</p>
<p>8. Commercial Opportunities</p>	<p>[REDACTED]</p>
<p>9. Term</p>	<p>The period commencing on the first racing day of the first season and, subject to earlier termination in accordance with the terms of this Agreement, ending on [REDACTED]</p>
<p>10. Production Obligation</p>	<p>Should a 2nd Tier Event take place in the Territory during the Term then Licensee shall be responsible as Licensor's appointed host broadcast partner for the production of a Live Feed of such Event (each such Event to be produced hereunder by Licensee a "Licensee HB Event"). For the avoidance of doubt, it is agreed that such production may be undertaken either by Licensee itself or by a third-party subcontractor engaged by Licensee.</p> <p>The Licensee shall produce the Live Feed of each Licensee HB Event in accordance with the production guidelines (hereinafter referred to as "Production Guidelines").</p> <p>Licensee shall, in the production of the Live Feed for each Licensee HB Event hereunder:</p> <p>(i) follow any and all reasonable instructions of [REDACTED], Licensor, their representatives, employees, the event security and any other person supervising the production services and the observance of any (commercial) obligations in connection with the production services on behalf of [REDACTED] and/or Licensor;</p>

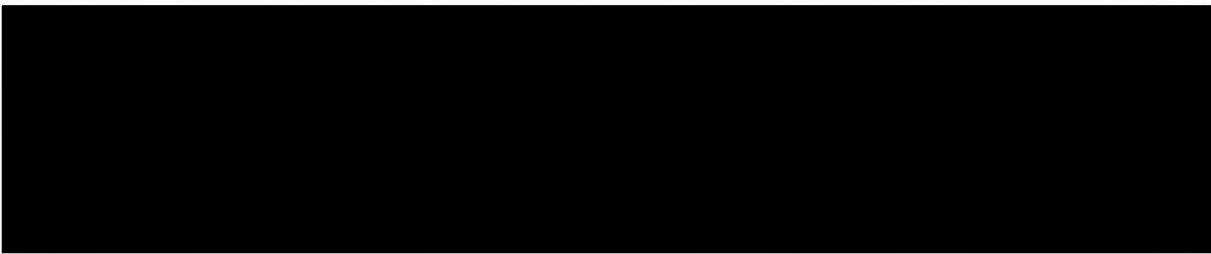


	<p>(ii) make such Live Feed available to Licensor and/or any other rights-holding broadcasters from outside the Territory free of charge for its use and redistribution up on a standard European satellite of the EUTELSAT family at no additional cost to Licensor. This means, for the avoidance of doubt, that Licensee shall bear the up-link and space segment costs, but no other costs for use and redistribution of the Live Feeds. It is acknowledged and agreed that in Licensor's sole discretion, Licensor may elect to take over and assume the handling and organisation of the booking of the satellite space and – subsequently – coordinate the signal distribution internationally and nationally, thereby charging all takers of the signal according to a customary ratecard.</p> <p>If, in Licensor's reasonable view, Licensee is not in a position to comply with its obligations hereunder (for example, if the quality of Licensee's production will not meet the required standards of Licensor) then Licensor may decide to have all or part of the productions referred to herein produced by a reasonable selected third party at Licensee's cost.</p> <p>Without prejudice to the foregoing, Licensor reserves the right at its sole discretion to act as the host broadcaster or to appoint a third party to act as Licensor's host broadcast production partner for any Event.</p> <p>In either case, Licensor may determine that Licensee is able to provide part of the required obligations and, in such circumstances, Licensee will co-operate fully with Licensor and/or any such third party appointed to deliver those obligations which Licensee is not appointed to provide.</p> <p>Licensee will be responsible and liable for any and all injury, loss or damage caused to Licensor or any third party arising out of Licensee's production activities hereunder. Licensee shall take out and maintain at all times, appropriate insurance to cover such liability and shall, upon request from Licensor, provide a copy of the relevant insurance policy to Licensor.</p>
<p>11. Delivery Format</p>	<p>Licensor shall procure the delivery of the Live Feed of each Event (other than each Licensee HB Event) via satellite with a pan-European footprint.</p>
<p>12. Technical Cost</p>	<p>Included for the Delivery Format. All other technical services shall be subject to payment of Technical Costs at standard rate card.</p>

SCHEDULE 1

DEFINITIONS

In this Agreement, the following words shall have the following meanings:



Betting Rights means the right to transmit Event Footage by any technical means as part of any product, service or facility which forms part of or which is provided for use in conjunction with any betting product, service, facility or opportunity, subject to the below listed restrictions:

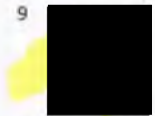
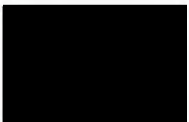
- (i) only made available by licensed and regulated betting operators;
- (ii) be encrypted;
- (iii) only be viewable by registered users;
- (iv) in respect of any user accessing the content via a personal computer, not cover more than 1/3 of the user's screen. For the avoidance of doubt, there shall be no screen size restrictions for users accessing the content via any mobile device;
- (v) the quality of the picture contained on the betting platform shall be no greater than that which is achieved using a streaming rate of no greater than 600 kb/second; and
- (vi) betting operators shall not advertise that users can watch live sports content without linking such opportunity to the offer to place bets with the relevant betting operator. By way of example only, betting operators shall not advertise the availability of such content as an opportunity to "Watch live ice skating here" (but may advertise the opportunity to "Watch and bet on live ice skating here");

For the avoidance of doubt, such right includes also the right to make available coverage of the Events on bookmaker's floors or at premises/locations of betting companies (provided that, for such coverage, only restrictions (i), (ii) and (vi) above shall apply);

Broadcast Sponsor means any person who sponsors or is otherwise associated with any transmission of Licensee Programming as a result of Broadcast Sponsorship;

Broadcast Sponsorship means any sponsorship or other commercial association by any person(s) with the transmission of Licensee Programming on the Designated Services (but excluding Commercial Break Ad-Spots);

Centrally Produced Graphics means any music and on-screen graphics package (which may include, without limitation, an opening and closing title sequence (including, in relation to clips, a pre-roll and/or post-roll sequence), intro, break bumpers, outros, wipes, billboards, Competition Brands, Official Sponsor and/or Official Supplier credits, virtual advertising (as more particularly referred to in clause 4.3 of the Standard Terms), graphics including score graphics or clock graphics) included in the Live Feed and/or provided by Licensor at its own discretion to Licensee from time to time for incorporation into the Licensee Programming in accordance with clause 2.1(iii) of the Standard Terms or for incorporation into the Live Feed to be produced hereunder by Licensee of each Licensee HB Event (pursuant to Section 10 of the Principal Terms);



Closed Circuit Television (CCTV) Rights means the right to transmit Event Footage to a closed audience group within the Venue at which the relevant Event is being held;

Competition Brands means the official logo and names of [REDACTED] and the Events (including the composite logos with Official Sponsors (if any));

Data Rights means the right to collect, exploit or otherwise use any data or information which relate to the Events, including without limitation (live) Event data and/or performance data and to exploit any product produced from such data or information, subject to the [REDACTED] which is supplied to Licensee in connection with its transmissions of the Licensee Programming;

[REDACTED]

DTO/DTR means the sale of programming comprising Event Footage to users whereby digital files of the programmes are sold for download by the relevant purchaser from a website (or other digital application) for viewing on his/her personal computer or personal video viewing device on either a permanent basis (DTO) or for a defined time period only (DTR). For the purposes of this definition, "website" means a website accessible by the general public within the Territory via the Internet by means of a URL and IP address and, for the avoidance of doubt, shall include the iTunes and Android platforms;

DTO/DTR Rights means the right to exhibit, exploit and/or distribute Event Footage by way of DTO/DTR;

EEA means the countries in the European Economic Area from time to time, together with Switzerland and any other country which is otherwise bound by Applicable Laws of the European Union and/or the European Economic Area from time to time that affect the broadcast and/or transmission of audio-visual services;

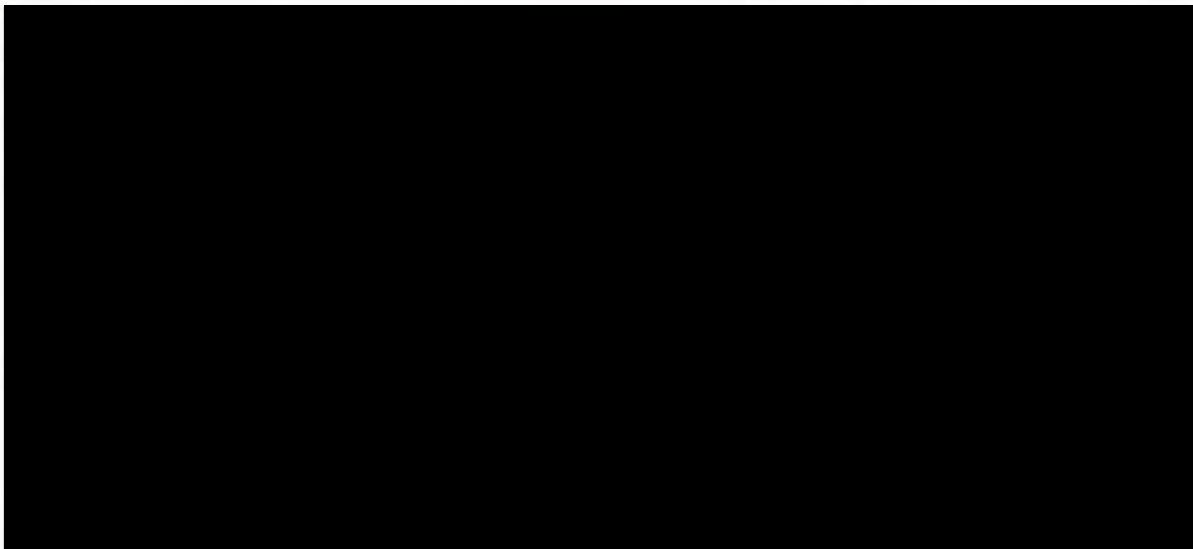
Event Footage means, in relation to each Event:

- (i) the relevant Live Feed for such Event provided by or for Licensor or Licensee hereunder (if any) and such unilateral footage of any such Event as may be recorded by or for Licensee subject to and in accordance with clause 6 of the Standard Terms; and
- (ii) any footage of such Event included within any and all additionally produced content provided by or for Licensor at its own discretion hereunder;

Event of Force Majeure means any event affecting performance of either party's obligations under this Agreement arising from or attributable to acts, events, omission or accidents which are beyond the reasonable control of the affected party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic or other natural physical disaster, failure or shortage of power supplies, satellite or other communications links or technical failure, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling, decision or omission (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority (which in case of Licensor shall include any international skating authorities to whom Licensor may be subordinate, including but not limited to the [REDACTED]);

Excluded Means means any exhibition, exploitation, transmission and/or broadcast of audio-visual material pursuant to any of the Betting Rights, Radio Rights, the VR Rights, the Data Rights, the Public

Screening Rights, the Fixed Media Rights, the DTO/DTR Rights, the In-Flight Rights, the CCTV Rights and the Game Rights;



Fixed Media means fixed formats (including any magnetic, electronic or digital storage device) such as videos/VHS, DVDs, Blue-ray DVDs, HG-DVDs, CD-Roms, memory sticks, PSPs and other gaming formats, laser discs, print media and similar;

Fixed Media Rights means the right to exhibit, exploit and/or distribute Event Footage by any Fixed Media;

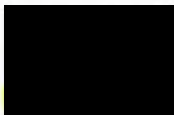
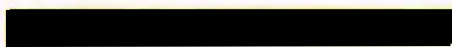
Free means in relation to the medium to which it is applied, that the relevant transmission may be intelligibly received by recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) or operators for ownership of, or for general reception of, or access to, such service or channel (or packages of services or channels, known as basic tier channels);

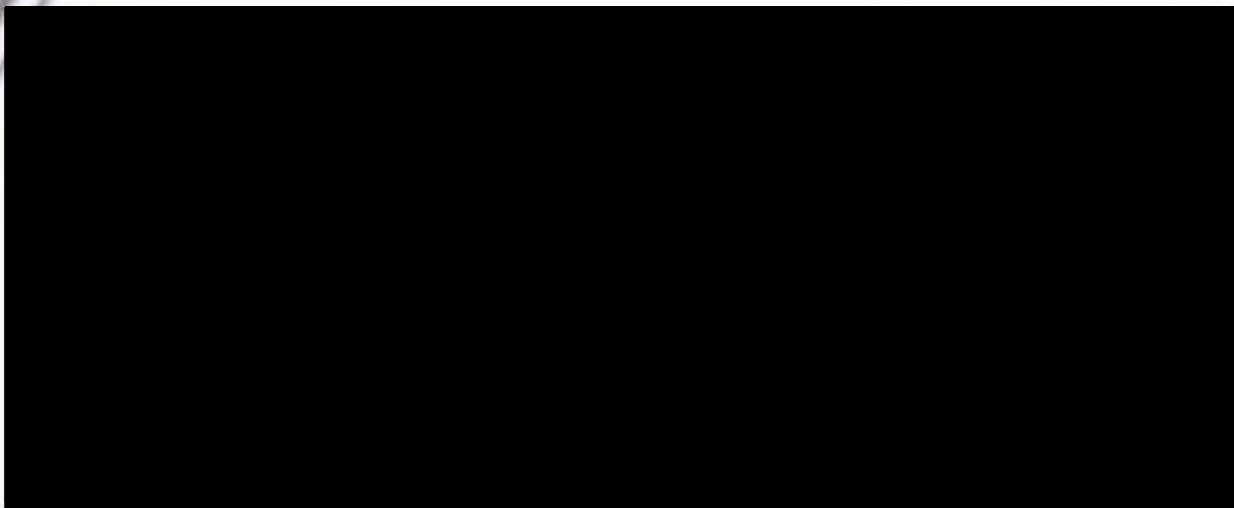
Game Rights means the right to exploit the Events in relation to or in any form or type of computer, console, mobile and similar games' entertainment products (such as but not limited to electronic games or video games on game consoles or on personal computers or other digital applications) irrespective of the technical platform, equipment and/or device and including, but not limited to online games, social games, trading card/sticker games;

Group means a party and any parent undertaking of that party, and any undertaking which in relation to that party and/or any parent undertaking of that party, is a subsidiary undertaking from time to time and references to a **member of a party's Group** shall be construed accordingly;

In-Flight Rights means the right to transmit, exhibit or otherwise make available Event Footage by means of any media whatsoever via any in-flight or on-board entertainment system aboard any aircraft, ship, train or other form of transport anywhere;

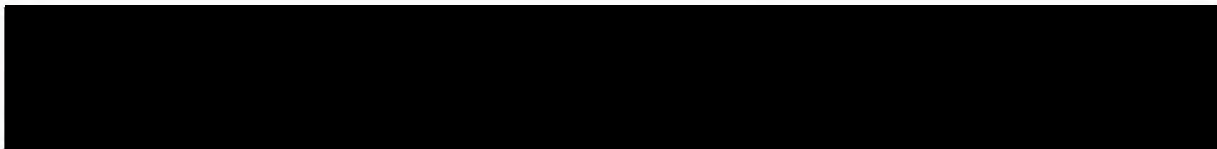
Internet means the system making use of TCP/IP software protocols known as the internet or the worldwide web whatever the communication(s) links may be which connects the user (including without limitation by way of fixed, mobile, DSL, ISDN, UMTS, WiMax or other broadband or narrowband links) including any developments in such protocols or any other protocols which may be developed which give equivalent, reduced or enhanced functionality compared with such protocols;



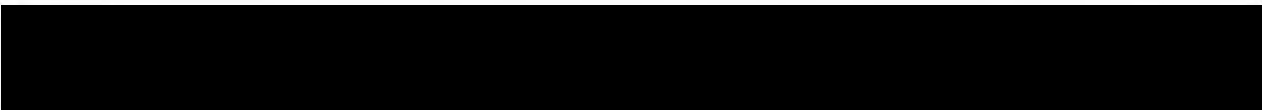


Licensee Programming means all programming and other content covering any Event(s) which is transmitted or otherwise made available by Licensee hereunder which uses or incorporates all or any part of any Event Footage (whether on a live or recorded basis) or any other content or other materials provided by Licensor hereunder;

Live Feed means in relation to each Event, the live audio-visual feed of the entirety of the Event, produced in High Definition (HD) and in 16:9 aspect ratio which shall: (i) be free of commercial breaks; (ii) consist of a video signal with split audio feeds for stereo international (background) sound; and (iii) include any and all Centrally Produced Graphics for that Event;



No Transmission Notice shall have the meaning set out in Section 5B of the Principal Terms;



Official Sponsor means each official sponsor or partner of an Event;

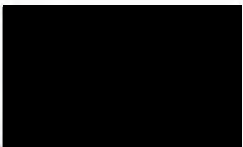
Official Supplier means a company that is granted certain marketing rights in relation to an Event primarily as consideration for value-in-kind-services by such company;

Overseas EEA Licensee means each media rights licensee of any of the Event(s) in respect of any territory in the EEA outside of the Territory;

Owned and Operated Platform means, in relation to a person or organisation, any Platform which is owned and/or operated by that person or organisation;

Pay means an encrypted transmission, access to which is provided to viewers on a subscription basis excluding Pay Per View;

Pay Per View means any encrypted transmission, access to which is restricted to users who have agreed to pay a specific fee or charge for the right to view such transmission whether on a standalone basis or as part of package or series of transmissions;



Platform means any media platform (whether existing now or created, invented or discovered in the future) on which any content may be transmitted and/or otherwise made available such as, by way of example only, a TV channel, website, mobile application or social media channel;

Platform Neutral means, in relation to any exhibition, exploitation, transmission and/or broadcast of audio-visual material, that the same is made by means of any audiovisual media (whether now known or hereafter invented) and whether digital or analogue, including but not limited to terrestrial television, satellite television, cable television, MMDS, SMATV, broadband and narrowband, mobile telephony and Internet; and whether on a linear, video on demand (VOD), near video on demand (NVOD) basis or otherwise (but, for the avoidance of doubt, expressly excluding via the Excluded Means);

Production Standard means the minimal technical and operational requirements that must be adhered to by the Licensee when producing License HB Events, as set out in Section 17 of the Principal Terms;

Prohibited Material means any material that: (i) does not comply with Applicable Law; (ii) promotes or disparages any political views, ideologies or parties; (iii) depicts violence or is otherwise threatening or abusive; (iv) promotes the sale of tobacco, tobacco-related products, drugs or pornography; (v) is, in the reasonable opinion of Licensor (or [REDACTED]), offensive, indecent or encourages, in any manner whatsoever, behaviour which promotes disparaging views or behaviour relating to an individual or groups, race, nationality, ethnicity, sex, sexual orientation, religion, marital status, age or disability; (vi) in the reasonable opinion of Licensor (or [REDACTED]) may damage the image and/or reputation of [REDACTED], the Events or any of its representatives; or (vii) includes any gambling or betting element other than the mere advertising of a betting company (or any such gambling or betting elements which are approved by Licensor);

Portability Regulation means Regulation 2017/1128/EU of the European Parliament and of the Council of 14 June 2017 on the cross-border portability of online content services in the internal market;

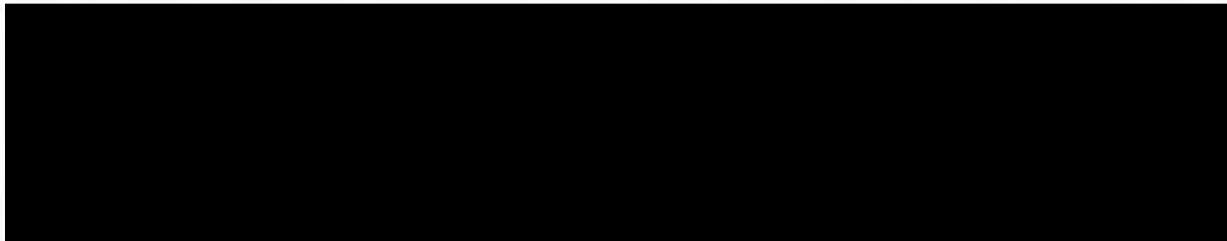
Production Guidelines will be delivered in due course as it might be amended from time to time;

Public Screening Rights means the right to exhibit the Event Footage on a screen (or screens) in any place other than a private residential household and to admit the general public to such place on a paid or invited basis, but excluding transmissions on a Designated Service which are made available by Licensee to commercial premises in the normal course of Licensee's business and/or Event Footage exhibited in the exercise of In-Flight Rights;

Radio Rights means the right to exploit audio-only content, footage or programs of the Events (and the right to attend such Events for the purposes of producing the same);

Regulations means Applicable Law and the [REDACTED] Regulations;

Season means the nine (9) month period beginning with the 1st August in one year and ending on 30th April of the following year;



Unilateral Non-Event Action Footage means unilateral non-Event footage of any Event as may be recorded by or for Licensee;

Venue means, in relation to each Event, the relevant venue at which the same takes place; and

VR Rights means the right to transmit, exhibit or otherwise make available Event Footage as part of a virtual reality or augmented reality service (or similar).

**SCHEDULE 2
STANDARD TERMS**

1 GRANT OF RIGHTS



- 1.1 In consideration of and subject to the performance by Licensee of its obligations in this Agreement, Licensor hereby grants the Rights to Licensee.
- 1.2 Licensee agrees and acknowledges that the exclusivity (if any) granted to it in respect of any or all of the Audio-Visual Rights hereunder is at all times subject to the following:
- (i) Section 7 of the Principal Terms;
 - (ii) Applicable Law (including, without limitation, the availability of coverage of Events in the Territory from Overseas EEA Licensees: (a) pursuant to the Portability Regulation; and (b) where the availability of their encrypted satellite transmissions in the Territory (and elsewhere in the EEA) may not be prohibited by Applicable Law);
 - (iii) without prejudice to the generality of sub-clause (ii) above, the use of any Event coverage by third parties within the Territory pursuant to Applicable Law from time to time on news access;
 - (iv) the signals, transmission, Internet and mobile services of broadcasters/mobile operators from outside the Territory may be receivable and viewable within the Territory as a result of the overspill of transmissions by such other broadcasters/mobile operators due to the technical means used by them to transmit (or otherwise make available) content in the ordinary course of their business from time to time and, as a consequence, Licensor shall not be in breach of this Agreement nor have any liability as a result thereof; and
 - (v) the provision of a roaming service being a standard service offered by mobile operators to their customers and therefore customers of mobile/wireless services from outside the Territory may receive wireless products/services provided by or through their mobile operators via such roaming services when such customers are situated inside the Territory.
- 1.3 All of the terms and provisions of this Agreement (including without limitation the Rights and other rights and benefits granted to Licensee under this Agreement and the respective undertakings and warranties of the parties under this Agreement) are strictly subject to the Regulations and in the event of any conflict or inconsistency between the provisions of this Agreement and the Regulations, the relevant Regulations shall prevail.


2 OBLIGATIONS OF LICENSEE

- 2.1 Licensee covenants with, and undertakes to, Licensor that throughout the Term it shall (at its own cost unless otherwise expressly stated):
- (i) in its exercise of the Rights, comply with: (a) Applicable Law (including any Applicable Law relating to protected or listed events in relation to the Rights granted hereunder, it being agreed that Licensee shall be solely responsible for such compliance); (b) all relevant

Regulations; and (c) all reasonable instructions as may be issued by or on behalf of Licensor, and/or [REDACTED] (whether communicated via Licensor or directly by [REDACTED]);

- (ii) grant access to Event Footage to third parties in the Territory to the extent (if any) required by Applicable Law, but not otherwise provide, or otherwise make available, to any third party access to any Event Footage or any of the Licensee Programming;
- (iii) subject only to Applicable Law, transmit any and all Centrally Produced Graphics as incorporated into the Live Feed, without editing or amendment, and otherwise incorporate any Centrally Produced Graphics (whether provided as part of the Live Feed (or separately)) in all Licensee Programming as directed by Licensor. Licensor acknowledges that such Centrally Produced Graphics may include (without limitation) opening and/or closing sequences, intros, break bumpers, outros, online-graphics and wipes, in each case, as made available by Licensor to Licensee hereunder, and that any such Centrally Produced Graphics may embed or otherwise include the brand/logo of one or more Official Sponsors. Notwithstanding the foregoing, it is agreed that Licensee's obligation hereunder to transmit opening and closing sequences for Licensee Programming will only apply to live and delayed transmissions of an Event or substantial parts of it and transmission of highlights with a length of five (5) or more minutes, it being further agreed and acknowledged by Licensee that Licensor intends to create sequences of the following durations:
 - (a) thirty (30) seconds before and after each live and delayed transmission of an entire Event, including opening/closing sequences (i.e. in total 60 seconds); and
 - (b) fifteen (15) seconds each opening and closing sequence of any highlight transmission with a length of five (5) or more minutes;
- (iv) ensure that all transmissions of Event Footage include Event commentary in the Language(s) describing and/or commenting on the relevant footage in accordance with normal industry standards for the same as at the date of this Agreement;
- (v) ensure, furthermore, that the identification of broadcast sponsorship pursuant to any Broadcast Sponsorship rights granted by Licensee in accordance with Section 8 of the Principal Terms shall only be included immediately before the start of the relevant Licensee Programme, immediately after the end of the relevant Licensee Programme and/or immediately before the commencement of, and/or immediately after the end of, any commercial break during the Licensee Programme and always subject to Applicable Law;
- (vi) ensure that all verbal references to the Events within Licensee Programming and news and other programming segments reporting on draws, scores and results whether made by way of voice over or by presenters and commentators shall be to the relevant full Event title (including the name of a title sponsor if applicable);
- (vii) ensure that, for transmissions of Licensee Programming via any website or mobile service, the media player (or equivalent) and the page from which the same is launched does not include any sponsorship material other than that of an Official Sponsor or a Broadcast Sponsor (subject always to the provisions of Section 8 of the Principal Terms);

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- (ix) where so requested by Licensor provide to Licensor and/or Licensor's Public Screening Rights licensees, access, on a free of charge basis (technical costs only, but no license fee), to Licensee's live television signal with Licensee's logo (including Licensee's pre- and post-event analysis and studio etc.), for screening at such public screening events. For the avoidance of doubt, Licensee acknowledges that Licensor and Licensor's licensees of official Events' public screening events shall, in addition, at Licensor's discretion, be entitled to produce and screen other content as part of the public screening events;
 - (x) ensure that no third party featured or referred to in any Licensee Programming (whether as a Broadcast Sponsor or otherwise) holds itself out as a sponsor of, or as otherwise in any way associated with, any Event (other than, in the case of Broadcast Sponsors, as a sponsor of the transmissions of the relevant Licensee Programming showing the Event) or otherwise with the Event, Licensor,  or any participating national federation or athlete or official in any way;

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- (xii) transmit the Live Feed from at least two (2) minutes prior to commencement of the Event; and
 - (xiii) comply with the each of the minimum transmission obligations set out in Section 5 of the Principal Terms unless agreed otherwise with Licensor in writing.

2.2 Licensee covenants with, and undertakes to, Licensor that throughout the Term it shall not:

- (i) cut, alter, edit or amend any Live Feed (and in particular not remove or obscure any Centrally Produced Graphics which appear in the Live Feed) save only:
 - (a) to the extent (if any) necessary to enable Licensee to comply with Applicable Law;
 - (b) to add Licensee's channel logo (in accordance with customary practice in the Territory);
 - (c) to add Centrally Produced Graphics to the extent required by Licensor in accordance with clause 2.1(iii) above;
 - (d) to add commentary in the Language(s);
 - (e) that, Licensee may edit the length of any Live Feed for the purposes of producing and transmitting Licensee Programming hereunder (all pursuant to its rights set out in Section 2(1) of the Principal Terms);

- (ii) without prejudice to the generality of clause 2.2(i) above:
 - (a) include any third party commercial branding during the transmission of any Event Footage (whether as on-screen credits or otherwise); or
 - (b) manipulate or alter in any way any Event Footage including, by way of example only, to change or obscure perimeter signage or to insert virtual advertising (whether by way of digital overlay or otherwise);
- (iii) transmit or otherwise make available any Licensee Programming other than in full screen format (it being agreed that squeeze backs, split screens, crawlers and tickers shall not, accordingly, be deployed during any transmission of Licensee Programming);
- (iv) exploit any commercial opportunities in relation to any Licensee Programming other than the commercial opportunities expressly set out in Section 8 of the Principal Terms;
- (v) interrupt the live transmission of any Event, whether for a commercial break or otherwise, other than during the half time interval;
- (vi) hold itself out as a sponsor of, or as otherwise in any way associated with, any Event (other than as a broadcaster of the relevant Event), or otherwise with the Event, Licensor, [REDACTED] or any participating national federation, athlete or official in any way; or



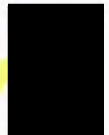
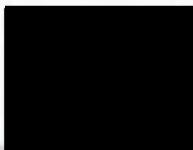
2.3 Licensee agrees and acknowledges that:

- (i) [REDACTED] is and shall be solely responsible for and shall retain control over the management, scheduling and conduct of the Events;
- (ii) [REDACTED] may vary the format of the Events at any time during the Term; and
- (iii) the number and scheduling of Events is subject to change at the discretion of [REDACTED].

For the avoidance of doubt, while, consistent with the provisions of clause 14.2(ii) below, any rescheduling of Events will not entitle Licensee to any remedy hereunder.

3 OVERSPILL

- 3.1 Licensee shall ensure that all technical transmissions to and between its transmission facilities (in particular all uplink and downlink transmissions) are encrypted on a high-level conditional access basis whereby access to the relevant signal is dependent upon the use of receiving



equipment which only decrypts the signal if the user of the equipment is individually and specifically authorised by Licensee to view the transmission (**Encrypted**)).

3.2 Licensee shall ensure that its transmissions of Licensee Programming hereunder:

- (i) by satellite are Encrypted and that subject to clause 3.3 below, no access is permitted to any persons outside of the Territory;
- (ii) are not re-transmitted by cable (or equivalent similar delivery system) outside of the Territory by Licensee or on Licensee's behalf, save that it is expressly acknowledged that Applicable Law may exist and operate so as to permit third parties to carry the Designated Services (including Licensee Programming);
- (iii) by analogue terrestrial transmission and/or digital terrestrial transmission use only Licensee's usual analogue and/or digital terrestrial transmission systems and that the transmissions do not overspill outside the Territory other than as a natural and necessary consequence of using such usual analogue and/or digital terrestrial transmissions systems;
- (iv) via the Internet are restricted at all times to users within the Territory using industry standard DRM technology and geo-blocking technology which can be objectively demonstrated to be at least ninety-six percent (96%) effective and shall, if requested by Licensor, promptly provide information and evidence as to the effectiveness of geo-blocking or other technological means deployed in order to prevent users outside the Territory from accessing and viewing such transmissions; and
- (v) via any Designated Service which is provided by means of mobile wireless technology are restricted at all times to users within the Territory, save only that it is acknowledged that industry standard mobile roaming services may enable a user to access the same while located outside of the Territory.

3.3 It is agreed and acknowledged that, notwithstanding the provisions of clause 3.2(i) above, Licensee shall not be restricted from selling subscriptions to its satellite DTH services (i.e. and thereby facilitating and authorising access to the Licensee Programming) to viewers outside the Territory but resident within the EEA who actively request the same. Licensee undertakes not to actively market (or to authorise or knowingly permit any third party to actively market) the availability of the Licensee Programming (or its services) to any such viewers or otherwise outside of the Territory in any way (or to sell subscriptions (or otherwise to facilitate or authorise access) to the Licensee Programming to any person resident outside of the EEA).

3.4 To the extent required as a result of the Portability Regulation, Licensee shall be entitled to enable persons who satisfy the residency requirements set out in the Portability Regulation and who are subscribers to Designated Services which are portable online content services (as defined in the Portability Regulation) (**Portability Users**) to access and use Licensee Programming made available within that online content service in accordance with the terms of this Agreement whilst such Portability Users are temporarily present in another EEA member state, for such period(s) as may be required by the Portability Regulation. In such event, Licensee shall (within any initial period for verification provided for in the Portability Regulation and thereafter prior to allowing such access):

- (i) perform checks to verify the residence of Portability Users; and

- (ii) thereafter undertake regular scrutiny and verification of such residence, in each case in compliance with, and as may be permitted or required by, the requirements of the Portability Regulation (**Verification Measures**). Licensee shall notify Licensor of the Verification Measures taken by it.

For the avoidance of doubt, Licensee shall only make available to Portability Users who are temporarily in EEA member states outside the Territory the same Licensee Programming as is made available by it to its subscribers within the Territory.

3.5 The availability of any Licensee Programming outside of the Territory in the circumstances expressly permitted above in this clause 3 shall not be a breach by Licensee of this Agreement provided that:

- (i) the relevant Licensee Programming is transmitted (or otherwise made available) in the Language(s) only;
- (ii) the service(s) on which such transmissions are made are intended to serve the national audience resident within the Territory only and any advertising carried thereon is directed at said national audience; and
- (iii) the availability of such transmissions outside of the Territory shall not be deliberately marketed in any media anywhere.

3.6 In the event that any Licensee Programming is for any reason (including without limitation due to any Event of Force Majeure) available outside of the Territory beyond the extent expressly permitted in the above provisions of this clause 3 above, Licensor shall have the right (without prejudice to any other rights or remedies available to it under this Agreement or at law (and without prejudice to the generality of its suspension rights in clause 8.3 below)) to suspend the Rights (and to withhold the provision of any Live Feed to Licensee) until such time as Licensor is satisfied that the same will not be repeated. For the avoidance of doubt, Licensee shall remain obliged to pay the Licence Fee (and any other amounts payable hereunder) in full notwithstanding any such suspension or withholding.

3.7 Licensee shall, at its own cost, provide Licensor (or its nominees) with access to each Licensee Programme transmission (via each means of transmission) to facilitate monitoring and research, such as via Licensee smart cards, decryption codes and decoders, locally-enabled mobile phones and SIM cards and via access to Internet transmissions (notwithstanding the foregoing provisions of this clause 3).

4 PROVISION OF LIVE FEED

4.1 Licensor shall procure the delivery of each of the following:

- (i) a Live Feed of each Event (other than each Licensee HB Event);
- (ii) at Licensor's sole election, any and all additional Event Footage, as well as trailers, promo trailers, athletes profile and other additional footage in accordance with a concept as communicated to Licensee prior to each Season in a timely manner and as may be reasonably amended from time to time.

to the relevant satellite designated for the same by Licensor, all as set out in Section 11 of the Principal Terms.

- 4.2 All satellite costs, tape costs and any other agreed technical charges shall be invoiced separately at then current rate card prices, and which shall be for the sole account of Licensee.
- 4.3 Licensee acknowledges and agrees that in producing the Live Feed of each Event, Licensor shall be entitled to insert into such Live Feed, for transmission by Licensee in accordance with the other terms of this Agreement, virtual advertising (whether by way of digital overlay or otherwise). For the avoidance of doubt, such virtual advertising hereunder may, subject to Applicable Law, be by way of: (a) the replacement of rink-side advertising boards and/or other advertising positions physically present at the relevant Venue; and/or (b) additional advertising inventory not physically present at the relevant Venue). Licensor shall inform Licensee in due course about the use of such virtual advertising in order that Licensee may satisfy any relevant legal and/or regulatory requirements in the Territory to inform its intended audience about the insertion of the same when transmitting such content hereunder.

5 UNILATERAL SERVICES

- 5.1 Licensor shall use its reasonable endeavours to make available to Licensee for Licensee's use unilateral services and facilities such as by way of illustration only (it being acknowledged, for the avoidance of any doubt, that the following may not be available for every (or any) Event):
- (i) television commentary position;
 - (ii) unilateral camera positions; and
 - (iii) presentation and other technical production facilities for the production of Licensee Programming.
- 5.2 Licensee acknowledges that it is only allowed to use the dedicated areas for unilateral interviews such as i.e. the field of play and mixed zones always including the official event backdrops.

6 COPYRIGHT AND MATERIALS

- 6.1 The legal and beneficial ownership of all copyright in all Event Footage (including, without limitation: (i) each Live Feed produced hereunder by or for the Licensee pursuant to its host broadcaster obligations, all as set out in Section 10 of the Principal Terms (together with any and all feeds, signals and other materials produced by or for the Licensee in the fulfilment of such obligations); and (b) all other Live Feeds provided to the Licensee hereunder) and all graphics, data and other materials and information made available by or on behalf of Licensor to or otherwise acquired by Licensee under or in connection with this Agreement (as well as all materials upon which such material or recordings are stored) ("**Materials**") shall, as between Licensor and Licensee, remain at all times with Licensor and/or [REDACTED] (and, for the avoidance of doubt, not with Licensee). Notwithstanding the foregoing, to the extent (if any) that Licensee nevertheless at any time holds or otherwise acquires the same (whether pursuant to applicable law or otherwise), Licensee hereby assigns to Licensor, free of charge, (including where applicable by way of present assignment of future rights) all legal and beneficial rights, title and interest (including but not limited to copyright and all other intellectual property rights) in and to the Materials (including, as applicable, any and all rights to transmit, re-transmit and/or otherwise make available the same) whether vested, contingent or future, free of all liens and encumbrances for the full period of such rights therein (including any and all extensions,

reversions and renewals thereof) or, in any jurisdiction where such assignment does not take effect, Licensee shall hold such rights for the benefit of Licensor (or, where so requested by Licensor in writing to Licensee, for the benefit of [REDACTED]) absolutely.

- 6.2 Notwithstanding clause 6.1, the legal and beneficial ownership of all copyright in all Unilateral Non-Event Action Footage and commentary produced by or on behalf of Licensee (“**Licensee Produced Commentary**”) shall remain at all times with Licensee. Licensee shall deliver to Licensor all Unilateral Non-Event Action Footage and Licensee Produced Commentary (if any) upon request from Licensor and hereby grants to Licensor the non-exclusive, perpetual, royalty-free right to use, make available and/or otherwise exploit such Unilateral Non-Event Action Footage and Licensee Produced Commentary for any purpose and by any means, provided that in the exercise of such rights, Licensor shall not do anything which is reasonably likely to damage the good name and reputation of the Licensee, any of its affiliates and/or any of its or their products or services.
- 6.3 As is consistent with Licensor’s (and/or, as applicable, [REDACTED]) legal and beneficial ownership of the copyright in all the Materials, subject only to the terms of this Agreement, Licensor and, as applicable, [REDACTED] shall be entitled to use and exploit or authorise or otherwise permit or allow others to so use and exploit the same by any means and for any purpose whatsoever and in any part or parts of the world including the Territory.
- 6.4 If Licensor or [REDACTED] commences proceedings involving an infringement or alleged infringement of the copyright in any Materials assigned to Licensor pursuant to clause 6.1 above, Licensee shall give all reasonable assistance to Licensor (or, as applicable, [REDACTED]) in connection therewith, including, but not limited to, the granting on a case-by-case basis and upon request by Licensor (or, as applicable, [REDACTED]) of any assignments of the rights to bring legal action in respect of any infringement of rights, notwithstanding clause 6.1 above, held by Licensee in the transmission by Licensee of any such Materials.
- 6.5 Licensee acknowledges and agrees that it shall have no right to commence proceedings involving an infringement or alleged infringement of the copyright or any other intellectual property rights in any Materials without Licensor’s prior written consent, such consent being at Licensor’s discretion (and which may, where applicable, also require the consent of [REDACTED]).
- 6.6 Licensee shall, at its own cost, do such things and/or execute such documents as Licensor may reasonably require from time to time in order to ensure that Licensor (or, at Licensor’s election at any time, [REDACTED] or any other third party as Licensor may specify) receives the full benefit of the assignments envisaged herein.
- 6.7 Licensee shall not infringe the copyright, privacy rights, image or other rights of any third party in exercising its rights under this Agreement. Without limitation, Licensee shall, at its cost:
- (i) ensure that its use of Event Footage does not infringe the image, privacy or other rights of any person or entity and shall obtain and pay for all third party releases and permissions as may be necessary for Licensee’s particular exploitation; and
 - (ii) arrange and pay for any and all applicable commentary residuals, music clearances, collecting society fees or other royalty payments which are necessary.

7 USE OF COMPETITION BRANDS

7.1 Licensee agrees:

- (i) only to use the Competition Brands strictly in accordance with the provisions of this Agreement and in accordance with any specifications and guidelines issued by Licensor (or as applicable, [REDACTED]) from time to time, including but not limited to [REDACTED] Graphic Guidelines issued by [REDACTED] from time to time prior to or during the Term;
- (ii) that all copyright, trade marks and other intellectual property rights in the Competition Brands together with any goodwill attached to the Competition Brands shall remain the sole property of, as applicable, Licensor, [REDACTED] or the Official Sponsors and shall enure solely for their benefit. Should any right, title or interest in or to any of the Competition Brands, or any goodwill arising out of the use of the Competition Brands, become vested in Licensee (by the operation of law or otherwise), Licensee shall hold the same in trust for and shall, at the request of Licensor, immediately, unconditionally and irrevocably assign (with full title guarantee) free of charge any such right, title or interest or goodwill to them, and execute any document and do all acts as reasonably necessary and required for the purpose of confirming such assignment;

7.2 Licensee shall insert such copyright notice as may be required by Licensor in a separate frame in the closing titles of all Licensee Programming and, where requested by Licensor, incorporate the trade mark legend "™" (or any other appropriate trade mark legend(s) as instructed by Licensor) where it publishes any Competition Brands.

7.3 Licensee acknowledges and agrees that the grant of rights by Licensor to Licensee hereunder does not include any express or implied rights to incorporate, display or otherwise utilise the imagery or other indicia of any participating athlete, coach/manager or official. Without prejudice to the generality of the foregoing, Licensee acknowledges and agrees that Licensor has no right, title, or interest in or to the same and accordingly any and all implied representations, warranties or undertakings to the contrary on the part of Licensor under or in connection with this Agreement are hereby excluded and all express representations, warranties or undertakings on the part of Licensor under or in connection with this Agreement shall be strictly construed and interpreted as acknowledgements on the part of Licensor that it will not object or otherwise seek to prevent or restrict the ability of Licensee to use the same, provided always that (where applicable) Licensee ensures that such use conforms to and is not inconsistent with prevailing national federations' and other applicable guidelines. Without prejudice to the generality of the foregoing, Licensee undertakes to Licensor that it shall not in any event use any such skater or official imagery or other indicia in any way so as to suggest or imply a commercial association between the relevant skater or official and any third party, product or service (unless otherwise authorised to do so).

8 TERM, TERMINATION AND SUSPENSION

8.1 Each party may (without prejudice to its other rights under this Agreement or at law) terminate this Agreement forthwith by notice in writing to the other if:

- (i) such other party is in material default or material breach of this Agreement (other than due to an Event of Force Majeure), and such default or breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the other party within fourteen (14) days of a written request so to do;

- (ii) such other party has been unable to perform all or any of its material obligations under this Agreement as a result of an Event of Force Majeure for more than ninety (90) days; or
- (iii) such other party applies for a moratorium on debts, or becomes insolvent or enter into composition proceedings with its creditors, or if a resolution is passed or an application is made for the compulsory liquidation of such other party, or a receiver or statutory or official manager is appointed over all or any of the assets of such other party.

8.2 The parties' rights to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under this Agreement or at law.

8.3 Licensor shall have the right, without prejudice to any other rights or remedies available to it under this Agreement or at law, to suspend the Rights (and to withhold the provision of any Live Feed hereunder to Licensee) during any period in which Licensee is in breach of any of its obligations under this Agreement. For the avoidance of doubt, Licensee shall remain obliged to pay the Licence Fee (and any other amounts payable hereunder) in full notwithstanding any such suspension or withholding. Licensee shall have the right, without prejudice to any other rights or remedies available to it under this Agreement or at law, to suspend this Agreement during any period in which Licensor is in breach of any of its obligations under this Agreement. Licensee shall not be obliged to make any further payments to Licensor until such breach is remedied.

9 CONSEQUENCES OF TERMINATION

9.1 Upon expiry or earlier termination (for whatever reason) of this Agreement:

- (i) all rights, licences, permissions, consents and authorities (including, without limitation, the Rights) granted to Licensee hereunder shall immediately be revoked and cancelled and shall revert to Licensor;
- (ii) Licensee shall forthwith cease to exercise, use, and/or enjoy the Rights; and
- (iii) Licensee shall, at its own cost, forthwith surrender and deliver all Event Footage to Licensor together with any and all copies thereof then in the possession, power, custody, or control, of Licensee, its representatives or agents. Alternatively, should Licensor so instruct, Licensee agrees to erase any recordings obtained by it or made by it promptly after the use permitted under this Agreement has been completed and, promptly after such erasure, Licensee shall deliver to Licensor a certificate confirming such erasure.

9.2 Expiry or earlier termination of this Agreement for any reason shall be without prejudice to the rights and liabilities of either party which have accrued and been incurred prior to the date of expiry or, as the case may be, earlier termination of this Agreement and shall be without prejudice to any provision of this Agreement which is expressed, or which by implication is intended, to remain in full force and legal effect (notwithstanding expiration or earlier termination of this Agreement).

10 CONFIDENTIALITY

- 10.1 Unless required by law or an order or judgement by a competent court or governmental authority each Party shall keep confidential and shall not disclose the terms of this Agreement (“**Confidential Information**”) during or after the Term hereof for any reason whatsoever to any person other than its professional advisers, employees or, in case of [REDACTED] officials or [REDACTED] Members on a “need to know” basis provided that each such recipient is made aware of and complies with these obligations of confidentiality as if such recipient were a Party hereto.
- 10.2 ISU and LICENSOR will consult each other before issuing any press release or making any public announcements with respect to this Agreement and shall not issue any such press release or make any such public announcement without the other Party’s prior written approval, such approval not being withheld unreasonably.

11 WARRANTIES AND INDEMNITY

- 11.1 Each of the parties warrants, represents and undertakes to the other party that it has all necessary rights, licences, permissions, authorisations, power and capacity to enter into this Agreement and to perform the obligations hereunder and, in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.
- 11.2 Licensee further warrants, represents and undertakes to Licensor that:
- (i) without prejudice to the generality of clause 11.1 above, it holds all necessary licenses, permissions or authorizations to operate each of the Designated Services hereunder and to make transmissions of programming (including Licensee Programming) in the Territory on the same; and
 - (iv) it is not aware, as at the date of this Agreement, of anything within its reasonable control that may, or will, adversely affect its ability to fulfil any of its obligations under this Agreement.
- 11.3 Licensee shall indemnify and keep Licensor fully and effectually indemnified on demand against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, legal costs and expenses and taxes thereon) and liabilities suffered or incurred by Licensor in consequence of any third party claim against Licensor to the extent that same arises as a result of any breach or non-performance by Licensee of any provision of this Agreement (and including without limitation) in consequence of:
- (i) any Licensee Programming being for any reason being available outside of the Territory beyond the extent permitted in clause 3 above); and
 - (ii) any failure by Licensee to comply with its Production Obligations hereunder in relation to any Licensee HB Event.

12 LIMITATION OF LIABILITY

- 12.1 Subject to clause 12.2 below and unless otherwise expressly provided otherwise in this Agreement, and subject to mandatory statutory laws as applicable, each party's liability, whether under contract, tort, warranty, negligence, strict liability or other legal or equitable theory, shall exclude any special, punitive, incidental, indirect or consequential damages,

including without limitation lost profits or lost revenues, and shall under no circumstances exceed in respect of all incidents and occurrences in each calendar year of the Term the aggregate of all amounts of the Licence Fee which are payable by Licensee in that year, provided always that, if the relevant breach relates to any one or more individual Events during a Season only, Licensor's liability to Licensee for that breach shall be limited to the pro rata value of that Event or Events (as applicable).

12.2 It is further agreed that the provisions of clause 12.1 above shall not operate so as to limit or exclude any liabilities under any indemnities given by either party in this Agreement.

13 FORCE MAJEURE

13.1 If either party is totally or partially prevented from performing any of its obligations under this Agreement as a result of an Event of Force Majeure the party prevented from performing its obligations under this Agreement by an Event of Force Majeure shall (save only where and to the extent expressly set out to the contrary in this Agreement) have no liability in respect of its failure to perform such obligations from that date of such notice for so long as the Event of Force Majeure shall continue provided that:

- (i) such party shall, throughout the duration of the Event of Force Majeure, take all reasonable steps to mitigate the effects of the Event of Force Majeure; and
- (ii) upon cessation of the Event of Force Majeure, such party shall notify the other of such cessation.

13.2 The parties in particular agree that

- (i) decisions of the relevant governing body for which the Licensor nor the [REDACTED] is not liable under civil law (thereby acknowledging that neither Licensor nor the [REDACTED] are responsible for the behaviour of the attendees of the Events); and
- (ii) any and all circumstances that remain unchanged or will still happen as a consequence of the COVID-19 pandemic and which lead to a party being prevented from performing any of its obligations under this Agreement;

are deemed to be Event of Force Majeure for the purpose of this clause.

13.3 The parties also agree that a lack of funds, whatever the cause, is not an Event of Force Majeure in relation to Licensee and therefore can never entail the application of this clause.

13.4 If performance by either party of such party's obligations under this Agreement is only partially affected by the Event of Force Majeure, such party shall at the other party's sole option nevertheless remain liable for the performance of those obligations not affected by the Event of Force Majeure.

13.5 To the extent that a party is prevented from any of its obligations under this Agreement and the performance of this obligation cannot be rendered at a later time, the parties shall use best efforts to agree on a compensation, as e.g. an extension of the rights package after the discontinuation of the Force Majeure Event. If a compensation is not feasible or an agreement on a compensation cannot be reached, the obligation to pay the proportion of the Licence Fee attributable to the performance that has not been rendered ceases to exist. In case the proportion of the Licence Fee attributable to the performance that was not rendered has already

been paid, Licensor shall reimburse such proportion once it is ascertained whether and to which extent it is definitely prevented from fulfilling an obligation under this Agreement.

14 CANCELLATION, RESCHEDULING AND ABANDONMENT

14.1 If for any reason (including due to an Event of Force Majeure):

- (i) any Event is cancelled; or
- (ii) (save only as set out in the final paragraph of clause 4.1 above) Licensor fails to deliver the Live Feed for any Event in accordance with this Agreement (other than any Event which is a Licensee HB Event),

save:

- (a) as a result of any breach of this Agreement by Licensee (or otherwise any causes attributable to Licensee); or
- (b) in the circumstances referred to in clause 14.2 below,

then Licensee shall be entitled (as its sole remedy to the exclusion of all other rights and remedies) to a refund of the pro rata value of the cancelled Event. For these purposes, the 'pro rata value' of the relevant Event shall be the amount which is, in relation to the applicable Event over a Season, the proportion of the Licence Fee which the parties agree is attributable to the same. Notwithstanding any of the foregoing (or any other provision of this Agreement), Licensee acknowledges and agrees that it shall have no claim against Licensor in respect of the cancellation of, or failure to deliver the Live Feed for, any Events which are not Events.

14.2 Licensee agrees that Licensor shall not be deemed to be in breach of its obligations under this Agreement and accordingly Licensee shall not be entitled to any adjustment in the Licence Fee nor to any other right or remedy against Licensor, if:

- (i) any Event(s) are cancelled due to either:
 - (a) action taken by [REDACTED] against any participating national federation/athlete (or national federation/athlete scheduled to participate); or
 - (b) the withdrawal of any participating team/athlete;
- (ii) any Event(s) are postponed or otherwise rescheduled or relocated from the time or date or, as applicable, place at which the same was due to take place to a different time, date or place; or
- (iii) any Event is abandoned following its start but prior to its conclusion (whether or not the Event is subsequently rescheduled).

14.3 Licensee acknowledges and accepts that the [REDACTED] Regulations set out procedures for dealing with breaches of the same by athletes, coaches, managers or member national associations and, notwithstanding any other provision herein to the contrary, Licensee hereby irrevocably waives, and undertakes not to pursue, any claims that it may have under this Agreement or at law in

relation to the consequences of any measures or other enforcement action taken by [REDACTED] against any such person.

15 NOTICES

Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be sent by hand, prepaid recorded or special delivery post to the address and for the attention of the relevant person referred to in the "Notices" section of the Principal Terms (or such other address or person as may be notified in writing from time to time by the relevant party to the other party in accordance with this clause).

16 GENERAL

- 16.1 The parties agree to exhibit the utmost good faith to the other in giving effect to the terms of this Agreement and hereby undertake to perform, and to procure the performance by other persons of, all such acts as may be required to give effect to the import or intent of this Agreement and to refrain, and procure that other persons will refrain, from performing acts which are in conflict therewith, to the extent that this may depend on such party and be within its competence and power.
- 16.2 Subject to the Production Obligations, as set out in Section 16 of the Principal Terms, for which Licensee shall be permitted to make use of third party service providers, Licensee shall not assign, sublicense or otherwise dispose of any of its rights or obligations under this Agreement. Licensor shall be entitled to assign, without the consent of Licensee, its rights or delegate its obligations under this Agreement to any member of its Group.
- 16.3 Both parties agree that they have not relied on any representation or warranty not contained in this Agreement in entering into this Agreement and all such warranties as may be implied by law are hereby excluded to the fullest extent permissible under the law.
- 16.4 A person who is not a party to this Agreement may not enforce any of its terms.
- 16.5 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous arrangement between the parties relating to the subject matter of this Agreement.
- 16.6 No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.
- 16.7 No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any subsequent exercise in law, equity or otherwise.
- 16.8 All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

16.9 If any provision or any portion of any provision contained in this Agreement is finally determined by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the provision in question is not of a fundamental nature to the Agreement as a whole, the legality, validity or enforceability of the remaining provisions hereof (or portions of such provisions) shall not be affected and shall remain in full force and effect and this Agreement shall be construed as if such illegal, invalid or unenforceable provision had not been contained therein. The parties shall then use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the provision, or portion thereof, in question.

17 COMPLIANCE

Each party represents and warrants to the other on behalf of itself and its employees, agents, representatives, affiliates and any person or entity who performs services on behalf of that party that:

- (i) it has not, prior to the date of this Agreement, bribed or attempted to bribe any party in order to secure any business from the other party;
- (ii) it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all of the countries in which it is incorporated or established and in which it does business;
- (iii) it will not take or knowingly permit any action to be taken that would cause the other party to be in violation of any anti-bribery or anti-money laundering laws, including but not limited to, the Bribery Act 2010 and the US Foreign Corrupt Practices Act, as they may be amended from time to time;
- (i) it will establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place; and
- (ii) without prejudice to the generality of clause 3.1(i) above, it will at all times during the term of this Agreement comply with all applicable laws pertaining to trade and financial sanctions, and that it will not use the funds to be provided under this Agreement for any activity which is prohibited under any other applicable sanctions laws or make available any funds received under this Agreement to any person, entity or body which is designated by any applicable sanctions laws as the target of an asset freeze.