

SMLOUVA O POSKYTNUTÍ TV PRÁV Men's EHF Euro 2024

POSKYTOVATEL:

Pragosport, a.s.
Na Ořešcovce 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: Ing. Jaroslav Vacek, člen představenstva
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: Janem Součkem, generálním ředitelem
bankovní spojení:
Česká spořitelna, a.s., č.ú. 1698682/0800

TITUL (AKCE):**Men's EHF EURO 2024**

v rozsahu:

- všechny zápasy českého týmu mužů
- semifinálové zápasy
- finálový zápas

konané v předpokládaném termínu: 10. – 28.1.2024 v Německu

Termín a místo jsou zcela v rozhodovací pravomoci pořadatele
a mohou být změněny.

POSKYTOVANÁ PRÁVA:

poskytovatel poskytuje nabyvateli touto smlouvou 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 jsou poskytována 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.

Česká televize se zavazuje v průběhu celých utkání „odzdrojovat“ vysílatele celého ME, společnost AMC resp. její kanály Sport1/Sport2.

ÚZEMÍ:	Česká republika
JAZYK:	čeština
ČAS, NA KTERÝ JSOU PRÁVA POSKYTOVÁNA:	práva jsou poskytována ode dne konání prvního zápasu (tj. 10.1.2024). Délka období, na něž jsou práva poskytována, je specifikována v příloze č. 1.
CENA ZA POSKYTNUTÍ PRÁV:	je [redacted] + odpovídající DPH. Výše uvedená cena v sobě zahrnuje zápasy českého týmu ve skupině, obě semifinále a finále [redacted] [redacted] Zápasy nad rámec základní skupiny budou fakturovány souhrnně ke dni posledního zápasu, kterého se český tým bude účastnit.
PLATBA:	v EUR na základě faktur/daňových dokladů vystavených poskytovatelem v den konání prvního zápasu s následujícími splatnostmi: [redacted] Cena bude uhrazena v zahraniční měně. Pro přepočítání bude použit pevný kurz Pragosportu (kurz ČNB platný k 31.12. roku předcházejícího jednotlivé akci)

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 zaslání 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 oprávněn 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.

Smluvní strany se dohodly, že informace, které jsou v této smlouvě označeny žlutou barvou, se považují za důvěrné (např. z důvodu obchodního tajemství) a žádná ze smluvních stran není bez předchozího písemného souhlasu druhé smluvní strany oprávněna tyto informace sdělovat třetím osobám, a to ani po ukončení plnění této smlouvy či ukončení této smlouvy, s výjimkou informací: (i) které nabyvatel sám v obvyklém rozsahu 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; (ii) které smluvní strana poskytne nebo uveřejní na základě právního předpisu; a (iii) které smluvní strana poskytne svým odborným poradcům a/nebo jiným spolupracovníkům vázaným zákonnou a/nebo smluvní povinností mlčenlivosti. Tato smlouva bude nabyvatelem uveřejněna postupem podle zákona s tím, že informace označené žlutou barvou budou znečitelněny.

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.

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

Tato smlouva je vyhotovena ve 3 písemných vyhotoveních, z nichž dvě obdrží ČT, jedno Poskytovatel. 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 10. 1. 2024

Poskytovatel

[Redacted signature area]

Pragospořt, a.s.
Jaroslav Vacek

V Praze dne 10. 1. 2024

Nabyvatel

[Redacted signature area]

Česká televize
Jan Souček
generální ředitel

[Redacted area]

[Redacted area]

[Redacted area]

Příloha č. 1

1. Licensed Matches	All Matches of the Czech national team of the Men's EHF EURO 2024, both semifinals and final.
2. Rights	<p>(1) Audio-visual Rights</p> <p>The right to transmit and make available during the Term, on the Designated Services (on a Free basis) in the Language within the Territory and via the Permitted Means:</p> <ul style="list-style-type: none"> - the Live Feed of each Licensed Match; <p>in each case:</p> <ul style="list-style-type: none"> (a) on a live and/or delayed basis; and (b) in whole or in part (including as edited clips). <p>(2) 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"> (a) the Competition Brands in accordance with clause 5 of the Standard Terms; (b) the Centrally Produced Graphics; (c) the Official EHF Data; (d) Archive Footage, it being agreed that such right is subject to: <ul style="list-style-type: none"> (i) Licensor agreeing the particular Archive Footage to be used; (ii) Licensor confirming that it has the right to license the use of the particular Archive Footage to Licensee; and (iii) Licensor's right to charge Licensee an industry standard fee for its sourcing and delivery costs, <p>in each case, solely for the purposes of inclusion within, and promotion and advertising of, its transmission of the Licensee Programming.</p>
3. Designated Services	All channels, websites, apps and/or other digital service (including but not limited to IPTV, OTT and Mobile) owned and operated by the Licensee.
4. Permitted Means	Free to Air Platform (but, for the avoidance of doubt, excluding the Excluded Means).
5. Language	Czech.
6. MINIMUM Transmission Obligations	<p>Licensee undertakes to transmit the following on a Free basis in the Territory:</p> <ul style="list-style-type: none"> (a) all Matches in which the national team of the Territory is participating, live and in full; and (b) both semi-final Matches and the final Match (including the relevant trophy ceremony) in each case, live and in full.
7. Exclusivity	The Audio-visual Rights granted to Licensee hereunder are granted to Licensee for free to air broadcast on an exclusive basis in the Territory for the duration of the applicable Exclusivity Period. Licensee is aware that

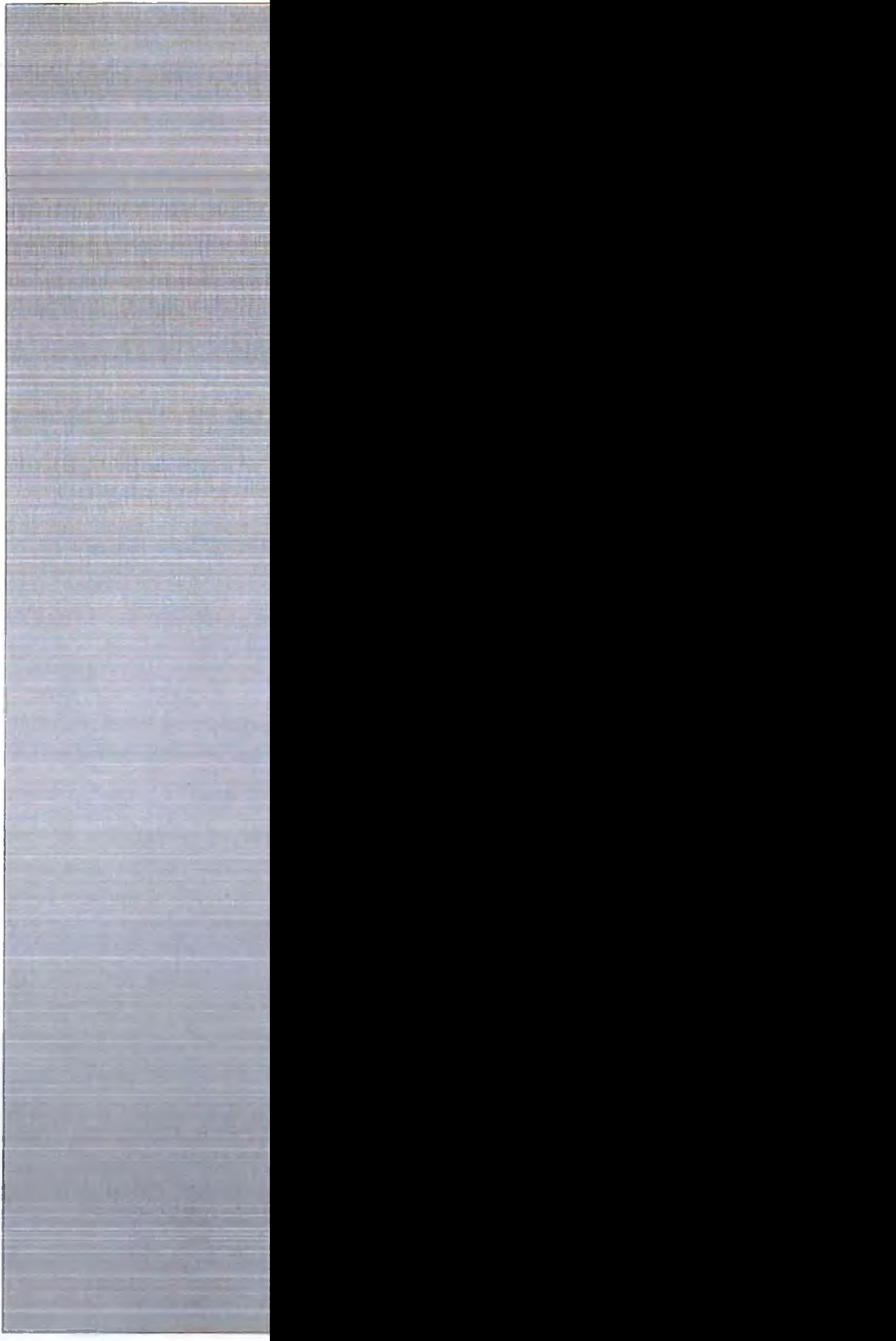
the Matches can/will be broadcasted by channels of [REDACTED]

The "Exclusivity Period" means, in respect of each Match the period commencing at the throw-off of the relevant Match and ending on the final whistle of the relevant Event to which the Match relates.

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

8. Reserved Rights and Exceptions to Exclusivity

[REDACTED]



<p>9. Commercial Opportunities</p>	<p>(1) Commercial Rights</p> <p>Subject to the provisions of Section (2) below (and the other terms and conditions of this Agreement), Licensee shall have the right to:</p> <ul style="list-style-type: none"> (i) sell Broadcast Sponsorship in respect of its transmissions of Licensee Programming; and (ii) sell advertising spots during scheduled commercial breaks immediately before, during and after its transmissions of Licensee Programming (“Commercial Break Ad Spots”). <p>(2) Offer Procedure</p> <p>Licensor shall provide Licensee with the name(s) of the Official Sponsor(s) appointed in respect of an Event and the designation of the product / service categories for which they enjoy exclusivity no later than three (3) months prior to the commencement of the relevant Event.</p> <p>Subject only to Applicable Law, Licensee undertakes to grant each Official Sponsor the right of first refusal on any and all Broadcast Sponsorship packages available in connection with the transmission of the Licensee Programming, in each case, on reasonable commercial terms (including financial terms) and in any event on no less favourable terms than Licensee would offer the same to third parties, such right of first refusal to be exercised within thirty (30) days of notification of the details of such opportunities to the Official Sponsors. Following the expiry of such period, Licensee shall have the right to sell any remaining commercial opportunities to any third-party subject to the restriction that no Broadcast Sponsorship packages shall be granted to third parties for the marketing of products and/or services falling within the product / service categories for which the Official Sponsor(s) enjoy exclusivity.</p>
<p>10. Term</p>	<p>The period commencing on the first day of the Licensed Match, subject to earlier termination in accordance with the terms of this Agreement, ending on [REDACTED]</p>
<p>11. Delivery Format</p>	<p>Licensor shall procure the delivery of:</p> <ul style="list-style-type: none"> (i) each Live Feed hereunder of each Licensed Match and each Draw either (at Licensor’s election): <ul style="list-style-type: none"> (a) via satellite with a pan-European footprint; and/or (b) via an Internet Protocol solution; and

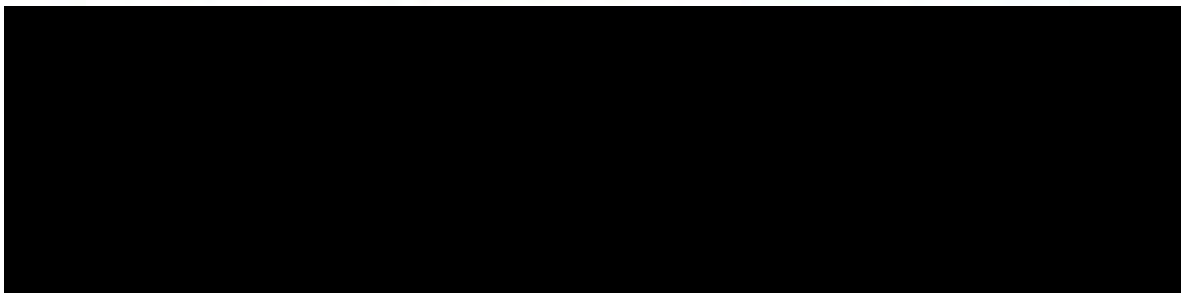
	(ii) any and all Centrally Produced Ancillary Content hereunder via such delivery means and to such delivery point as may be notified to Licensee from time to time, in each case, the relevant such delivery point referred to herein as the "Access Point".
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**SCHEDULE 2
STANDARD TERMS**

1 OBLIGATIONS OF LICENSEE

1.1 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 EHF Regulations communicated to Licensee in due time, and any reasonable EHF Regulations introduced by EHF thereafter; and (c) all reasonable instructions as may be issued by or on behalf of Licensor and/or EHF (whether communicated via Licensor or directly by EHF);
- (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 (and/or, as applicable, as incorporated into any and all Centrally Produced Ancillary Content hereunder), without editing or amendment, and otherwise incorporate any Centrally Produced Graphics (whether provided as part of the Live Feed or Centrally Produced Ancillary Content (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 a Draw and/or a Match 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:



- (iv) ensure that all transmissions of Match Footage include Match 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 9 of the Principal Terms shall only be included in promotional trailers (relating solely to an Event) prior to and during the relevant Event, 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 subject always 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 9 of the Principal Terms);
- (viii) within a reasonable time of any request from Licensor for the same, inform Licensor of actual or estimated audience figures (with demographics, if available), details of advertisers and transmission sponsors (including product categories) associated with such transmissions, technical reach for any platforms that transmit Match Footage, purchase/subscription rates and subscribers base for any platform(s) that transmit Match Footage on a Pay basis, ratings (if available), additional coverage in other programmes, news, repeats and the like, in order that may monitor the impact and popularity of the Event(s);
- (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-match 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 Match (other than, in the case of Broadcast Sponsors, as a sponsor of the transmissions of the relevant Licensee Programming showing the Match) or otherwise with the Event, Licensor, EHF, the Event Organiser or any participating national team, manager, player or official in any way; and
- (xi) comply with each of the minimum transmission obligations.

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

- (i) cut, alter, edit or amend any Live Feed or Centrally Produced Ancillary Content (and in particular not remove or obscure any Centrally Produced Graphics which appear in the Live Feed or any Centrally Produced Ancillary Content) 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 1.1(iii) above;
 - (d) to add commentary in the Language(s);
 - (e) that, save for any finished programming provided by Licensor as Centrally Produced Ancillary Content hereunder (which may not be so edited for length), Licensee may edit the length of any Live Feed or Centrally Produced Ancillary Content (but may not, for the avoidance of doubt, otherwise edit the same (save only as set out in sub-clauses (a) to (d) above)) for the purposes of producing and transmitting Licensee Programming hereunder;
- (ii) without prejudice to the generality of clause 1.2(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 above;
- (v) interrupt the live transmission of any Match, whether for a commercial break or otherwise, other than during the half time interval unless for reasons of material national news or national interest;
- (vi) hold itself out as a sponsor of, or as otherwise in any way associated with, any Match (other than as a broadcaster of the relevant Match), or otherwise with the Event, Licensor, EHF, the Event Organiser or any participating national team, manager, player or official in any way; or
- (vii) do anything which may in any way damage the good name and reputation of the Event, Licensor, EHF, the Event Organiser or any participating national team, manager, player or official, including but not limited to: (a) transmitting the Licensee Programming on Designated Service(s) which in the reasonable option of Licensor is / are likely to harm the reputation of EHF and/or the Events; and/or (b) featuring any Prohibited Material within, or in connection with or in proximity with, any Licensee Programming hereunder.

1.3 Licensee agrees and acknowledges that:

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

2 OVERSPILL

- 2.1 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**)).
- 2.2 Licensee shall ensure that its transmissions of Licensee Programming hereunder:
- (i) by satellite are Encrypted and that, subject to clause 2.3 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 overflow 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.
- 2.3 It is agreed and acknowledged that, notwithstanding the provisions of clause 2.2(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).
- 2.4 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.

2.5 The availability of any Licensee Programming outside of the Territory in the circumstances expressly permitted above in this clause 2 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.

2.6 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 2, 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 (and/or any Centrally Produced Ancillary Content) 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.

2.7 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 2).

3 UNILATERAL SERVICES

3.1 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) Match):

- (i) television commentary position;
- (ii) unilateral camera positions; and

- (iii) presentation and other technical production facilities for the production of Licensee Programming.

3.2 In each case, the availability and use by Licensee of any and all unilateral services and facilities is subject to:

- (i) Licensee's payment for the applicable services or facilities, at the relevant provider's then current rate card price in line with industry standard rates;
- (ii) Licensee notifying Licensor or respective host broadcaster of its requirements for the same (in accordance with any procedure for the same required by Licensor) as soon as possible and in any event within any booking deadlines notified by Licensor;
- (iii) planning and security restrictions, actual availability of space and facilities at each relevant Venue (including the application of arbitration procedures for the actual allocation of services and facilities); and
- (iv) without prejudice to the generality of the foregoing provisions of this clause 3.2, compliance at all times:
 - (a) with the guidelines, rules and directions as to health, safety, conduct and access of the applicable Venue owner and/or operator; and
 - (c) the directions of the relevant host broadcaster.

4 COPYRIGHT AND MATERIALS

4.1 The legal and beneficial ownership of all copyright in all Event Footage (including all Live Feeds and all Centrally Produced Ancillary Content) and all archive footage, 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 EHF (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 EHF) absolutely.

4.2 As is consistent with Licensor's (and/or, as applicable, EHF's) legal and beneficial ownership of the copyright in all the Materials, subject only to the terms of this Agreement, Licensor and, as applicable, EHF 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.

- 4.3 If Licensor or EHF commences proceedings involving an infringement or alleged infringement of the copyright in any Materials assigned to Licensor pursuant to clause 4.1 above, Licensee shall give all reasonable assistance to Licensor (or, as applicable, EHF) in connection therewith, including, but not limited to, the granting on a case-by-case basis and upon request by Licensor (or, as applicable, EHF) of any assignments of the rights to bring legal action in respect of any infringement of rights, notwithstanding clause 4.1 above, held by Licensee in the transmission by Licensee of any such Materials.
- 4.4 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 EHF).
- 4.5 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, EHF or any other third party as Licensor may specify) receives the full benefit of the assignments envisaged herein.
- 4.6 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.

5 USE OF COMPETITION BRANDS

5.1 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, the EHF) from time to time, including but not limited to Corporate Identity Guidelines issued by EHF from time to time prior to or during the Term;
- (ii) to submit for approval by Licensor any proposed use of the Competition Brands including full details of size and location of the Competition Brands, and not to make any use of any Competition Brands without the prior written approval of Licensor;
- (iii) not to enter into any joint exploitation of the Competition Brands, or otherwise associate the Competition Brands with any third party's products or services;
- (iv) not to use any other marks, drawings, symbols, emblems, logos, designations or names confusingly similar to any of the Competition Brands;
- (v) not to harm, misuse or bring into disrepute, impair or adversely affect the Competition Brands or the relevant owner's rights and interests in them, nor to use the Competition Brands in any manner likely to cause harm to the goodwill attached to the Competition Brands;
- (vi) not to use the Competition Brands in any manner which is or may be prejudicial to the image of Licensor, EHF, the Events and/or the participating national teams and/or players;

- (vii) (if the same is/are or become registered) not to do anything which might undermine the validity of the Competition Brands as registered trade marks;
- (viii) not to hold itself out as a supplier to Licensor, EHF, the Events and/or the participating national teams and/or players, or otherwise to associate itself with the Events or any Match except strictly in accordance with the terms of this Agreement;
- (ix) not to use the Competition Brands in the promotion or advertisement of any product or service other than as expressly permitted by this Agreement, including but not limited to the production and/or distribution of merchandising products, nor otherwise use the Competition Brands or any of them in its corporate or trading name;
- (x) 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, EHF 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;
- (xi) if it becomes aware of any threatened or actual unauthorised use or any misuse of the Competition Brands, immediately to notify the same to Licensor in writing, setting out the facts in reasonable detail;
- (xii) if Licensor or EHF commences proceedings involving threatened or actual unauthorised use or any misuse of the Competition Brands, to give all reasonable assistance to Licensor (and/or, as applicable, EHF) in connection therewith; and
- (xiii) upon request by Licensor, to execute and deliver (at its own expense), a registered user agreement in relation to any of the Competition Brands in a form issued by Licensor.

5.2 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.

5.3 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 player, 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 team 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 player or official imagery or other indicia in any

way so as to suggest or imply a commercial association between the relevant player or official and any third party, product or service (unless otherwise authorised to do so).

6 TERM, TERMINATION AND SUSPENSION

6.1 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.

6.2 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.

7 CONSEQUENCES OF TERMINATION

7.1 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.

7.2 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).

8 WARRANTIES AND INDEMNITY

8.1 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.

8.2 Licensee further warrants, represents and undertakes to Licensor that:

- (i) without prejudice to the generality of clause 8.1 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
- (ii) 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.

8.3 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 any Licensee Programming for any reason (including without limitation due to any Event of Force Majeure) being available outside of the Territory beyond the extent permitted in clause 2 above).

8.4 Licensor shall indemnify and keep Licensee fully and effectually indemnified on demand against any and all losses, demands, claims, damages, costs, expenses (including legal costs and expenses and taxes thereon) and liabilities (but excluding any indirect or consequential losses save for any losses which cannot be excluded by Applicable Law (including damages caused by wilful misconduct and/or gross negligence)) suffered or incurred by Licensee in consequence of any third party claim that the use by Licensee of any and all Live Feeds and any and all Centrally Produced Additional Content (each as provided hereunder by or for Licensor), in each case, subject to and in accordance with the terms of this Agreement, infringes upon its intellectual property rights.

9 FORCE MAJEURE

9.1 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, it shall promptly notify the other of the matters constituting the Event of Force Majeure and provide the other with its best estimate of the likely extent and duration of the Event of Force Majeure.

9.2 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;
- (ii) upon cessation of the Event of Force Majeure, such party shall promptly notify the other of such cessation; and

(iii) Licensee shall not be relieved of its obligation to continue to pay the License Fees as a consequence of an Event of Force Majeure affecting it or Licensor.

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

10 CANCELLATION, RESCHEDULING AND ABANDONMENT

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

- (i) any Event or any individual Match(es) is/are cancelled; or
- (ii) Licensor fails to deliver the Live Feed for any Match in accordance with this Agreement,

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 10.2 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 or, as applicable, cancelled (or undelivered) Match. For these purposes, the 'pro rata value' of the relevant Event or, as applicable, Match(es) shall be the amount which is, in relation to the applicable Event or Match(es), the proportion of the License Fee which the parties agree is attributable to the same.

10.2 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 License Fee nor to any other right or remedy against Licensor, if:

(i) any Match(es) or Event(s) are cancelled due to either:

(a) action taken by the EHF and/or the IHF against any participating team (or team scheduled to participate); or

(b) the withdrawal of any participating team;

(ii) any Match(es) (and/or 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 Match is abandoned following throw-off but prior to its conclusion (whether or not the Match is subsequently replayed).

10.3 Licensee acknowledges and accepts that the EHF Regulations set out procedures for dealing with breaches of the same by players, coaches, managers, teams or EHF 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 the EHF against any such person.