

2024 IIHF ICE HOCKEY WORLD CHAMPIONSHIP, Czechia

Official Partner Contract

between

PRO - HOCKEY Cz.,s.r.o.

having its registered office at Českomoravska 2420/15, Libeň 190 00 Praha 9, Czechia

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 46390.

Corporate ID No.: 250 62 689,

VAT No.: CZ25062689

Bank account No.: 203452349/0800

(the “**PH**”)

and

Letiště Praha, a. s.

having its registered office at K Letišti 1019/6, Ruzyně, 161 00 Praha 6, Czech Republic

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 14003, Corporate ID No.:28244532, VAT No.: CZ699003361,

Bank account No.: 801812025/2700

(the “**Company**”)

1. Preamble

- 1.1 Infront Sports & Media AG, a company organized and existing under the laws of Switzerland, having its registered office at Grafenauweg 2, 6302 Zug, Switzerland, registered in the Commercial register of Canton Zug under registration number CHE-101.159.299 (“**INFRONT**”) owns all commercial rights in respect of the 2024 IIHF Ice Hockey World Championship, which shall take place in Czechia between May 10 and May 26, 2024 (the “**Event**” or “**Championship**”).

- 1.2 The PH represents and warrants that it has rights, to the full extent necessary to perform PH's obligations hereunder, INFRONT has granted the PH certain of those rights, in certain released product categories, for exploitation within Czechia by a number of companies.
- 1.3 The PH and the Company have today reached the following Official Partner Contract (hereinafter the "**Contract**") concerning the grant of certain commercial rights to the Championship (as further defined in Clause 2 hereafter; the "**Commercial Rights**").
- 1.4 The use of the rights outlined in this Contract are limited to the territory of Czechia and may not be used and activated in any other territory.

2. Commercial Rights

The PH grants the Company the following rights within, and exclusively for, the territory of Czechia

2.1 Rights of association with the Championship

- i) the right to use the Championship's official logo and mascot in accordance with the respective guidelines for promotional purposes only;
- ii) the right to use the title "Official Partner of the 2024 IIHF Ice Hockey World Championship, Czechia" in the English and Czech language for promotional purposes only;
- iii) subject to INFRONT's prior written approval, exclusivity in the following product-category on the Official Partners' level (in accordance with the Championship sponsoring hierarchy, see below):

Airport

However, the Company hereby acknowledges that this exclusivity undertaking shall not include existing or potential shirt and/or helmet advertising sponsors of participating teams.

The Official Partner further acknowledges that the Championship sponsoring hierarchy differentiates between the following three categories:

- Official Main Sponsor(s)
- Official Sponsors
- Official Partners

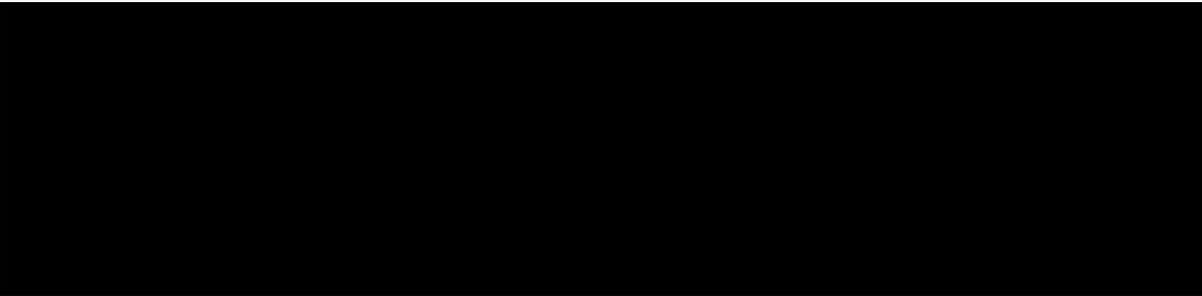
For the avoidance of doubt, the above stated product exclusivity only refers to the Official Partners' level. INFRONT, therefore, shall be free to contract Official Main Sponsor(s)' or Official Sponsors' agreement with any third party in the above mentioned industry.

For the further avoidance of doubt, the rights granted hereunder shall neither include any audio-visual media rights, nor give the right to run or implement any merchandising activities whether inside or outside the official playing and practice arena(s). The Company must not use the Event's official logo and mascot (if any) on products or in affiliation with services which are not within the product category.

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2.4 Advertising

As an Official Partner, the Company shall have within the territory of Czechia:

- i) its name/logo placed on the TV and press conference backdrops, which are allocated to the Official Main Sponsor(s), the Official Sponsors and the Official Partners. The size of the Official Partner logo will be 25% in relation to the Official Sponsors having 50% and the Official Main Sponsor(s) having 100% size of their logos;
- ii) its name/logo placed on those printed materials which are allocated to the Official Main Sponsor(s), the Official Sponsors and the Official Partners. The size of the Official Partner logo will be 25% in relation to the Official Sponsors having 50% and the Official Main Sponsor(s) having 100% size of their logos. It is understood that there will be other printed materials which are reserved solely for the identifications of the IIHF and/or the Official Main Sponsor(s);
- iii) its advertisement shown on the giant video screen (i.e. "jumbotron") in the official playing arenas in accordance with the respective IIHF and INFRONT guidelines. The spot shall be produced and provided by the Company at its own cost and its length shall not exceed 30 seconds. The number of repeats is subject to the number of Official Main Sponsor(s), the Official Sponsors and the Official Partners advertising on the giant video screen (i.e. "jumbotron") and the order of the spots shall be determined by Infront in its sole discretion

- iv) the right to have the Official Partner logos on the Official Website of the Championship (i.e.: www.iihf.com/en/events/2024/wm) which is run and operated by the IIHF. The placements and sizes of the logos will be subject to the available website structure and similar as the printed matters; and
- v) As a general principle, Company shall advertise its products/services in a uniform and standardised manner. The wording and font shall be identical. The advertising spaces shall be lettered as clearly (i.e. the corporate logo) and/or show a picture of a special product/service of the Company within the Product Category. Company is not entitled to advertise two different products/services. Company hereby undertakes to add addendums/clarifications on/to the lettering/wording on the advertising boards upon being called upon by PH to do so or if necessary by law.

2.5 Promotional activities

As an Official Partner the Company shall have:

- i) the right to buy officially-licensed Event merchandising products at a special price and the right to place the Company's product logo on such licensed products. The Company acknowledges that all officially-licensed Event merchandising products must be bought only from the official merchandising licensee. The Company shall not produce any merchandise product which is affiliated with the Event.

2.7 Reserved Rights

Any and all rights and opportunities not expressly granted to the Company hereunder shall hereby be reserved by and to INFRONT.

3. **Approval of Advertising**

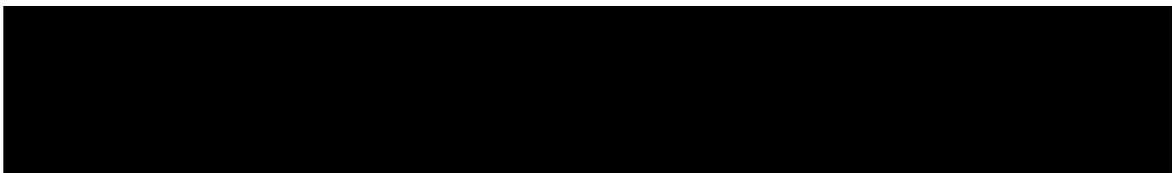
The Company shall, at least 60 days prior to the commencement of the Event, submit to the PH and INFRONT for their prior written approval the proposed text, design and layout of the advertisements to be displayed in accordance with the Commercial Rights granted herein. The PH shall advise the Company of its approval or otherwise within one (1) week after receipt thereof. Any and all kind of promotional activities require prior written approval in each individual case by the PH and INFRONT. Approvals shall not be unreasonably withheld.

4. **Business to Business Co-operation**

Representatives of the Company shall be invited to the workshop(s) along with the Official Main Sponsor(s), the Official Sponsors and the other Official Partners of the Event.

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6. Insurance

Both parties shall take out and maintain general third party liability and product liability insurance covering their activities in relation to this Contract with reasonable limit and in accordance with standard industry practice and shall name the other party as an additional insured party therein. A certificate of such insurance shall be sent to the other party upon request. Such insurance shall remain in place until at least 100 days after the conclusion of the Championship.

7. Warranties and Indemnities

7.1 The Company hereby warrants that:

- (i) it is fully entitled to enter into this Contract and to perform all its obligations hereunder, and that it has not entered into any agreements inconsistent with the provisions hereof;
- (ii) it shall comply at any time with the Championship marketing guidelines, the instructions of the IIHF, INFRONT and the PH;
- (iii) it shall ensure that all advertising relating to this Contract shall (i) comply with all applicable laws, regulations and codes (including, but not limited to, those relating to television advertising); and (ii) not infringe the intellectual property rights or any other rights of any third party; and (iii) shall not be misleading, offensive, indecent, defamatory, blasphemous or obscene in any way; and
- (iv) it shall defend, indemnify and hold the PH and INFRONT harmless from and against any claims, costs, demands, proceedings or damages (including reasonable attorneys' fees) arising out of breach of this Contract by the Company or any failure to comply with the warranties and undertakings set out above or any other obligations hereunder.

7.2 The PH hereby warrants that:

- (i) it is fully entitled to enter into this Contract and to perform all its obligations hereunder, and that it has not entered into any agreements inconsistent with the provisions hereof;
- (ii) it is fully entitled to grant the Company all rights and privileges specified in this Contract;
- (iii) it shall defend, indemnify and hold the Company harmless from and against any claims, costs, demands, proceedings or damages (including reasonable attorneys' fees) arising out of breach of this Contract by the PH or any failure to comply with the warranties and undertakings set out above or any other obligations hereunder.

8. Contract Term and Termination

8.1 This Contract shall commence upon signature by both parties and INFRONT's approval pursuant Clause 16 and end after expiration of the Event. If, however, a mandatory provision of the applicable law provides that this Contract may not take effect until a date that is later than

the date on which this Contract is signed by the last party, this Contract shall not take effect until the date mandated by the law.

8.2 The PH may terminate this Contract forthwith by written notice to the Company if:

- (i) the Company fails to observe or perform any of its obligations hereunder (other than in respect of payment of the consideration) and, where such breach is capable of remedy, does not remedy such failure within 3 working days of being called upon to do so by written notice; or
- (ii) payment of the PH Price (or any part thereof) or any other consideration due hereunder is late from the due date; or
- (iii) the Company becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or administrator appointed over all or a part of its property or assets.

8.3 The Company may terminate this Contract forthwith by written notice to the PH if:

- (i) the PH fails to observe or perform any of its obligations hereunder and, where such breach is capable of remedy, does not remedy such failure within 3 working days of being called upon to do so by written notice; or
- (ii) the PH becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or administrator appointed over all or a part of its property or assets.

9. Terms of sales, Guarantees and Delivery

Official terms of sales, guarantees and delivery commonly used by the Company will be honoured. If those terms are in conflict with this Contract, the provisions of this Contract will apply.

10. Force Majeure

In the event that the PH or the Company cannot fulfil or perform its obligations under this Contract for any reason beyond its reasonable control including act of God, fire, earthquake, flood, epidemic, pandemic, strike, boycott of teams, civil disturbance, hooliganism, terror attack, national mourning, war, or any governmental statute, law or judicial order, then such non-performance or failure to fulfil its obligations shall not be deemed a breach of the terms hereof.

11. Confidentiality

The parties acknowledge that the contents, and in particular the financial details, of this Contract are confidential and agree to take whatever measures are reasonably necessary to preserve such confidentiality, unless disclosure is required by law. The duties of the parties hereunder

shall survive the expiration or earlier termination of this Contract. The PH and the Company will announce this co-operation in a separately agreed press conference in which other Official Partners and/or Official Main Sponsor(s) and/or Official Sponsors may also be presented.

The Company informs the PH and the PH acknowledges that that Company is an entity referred to in Article 2(1)(m) of Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Act on the Register of Contracts), as amended. The PH declares that it is aware that this Contract as concluded, including the annexes and other components, may be published by the Company in the Register of Contracts and consents to such publication. However, the Company shall be entitled, but not obliged, to remove from the Contract, prior to its publication, any information that is not or need not be published under the Register of Contracts Act.

The parties declare that articles no. 2.2, 2.3, 5 and appendix no 1 constitutes a trade secret within the meaning of Section 504 of the Act No. 89/2012 Coll, Civil Code, as amended, and undertake to ensure its confidentiality and protect it accordingly. For the avoidance of doubt, the parties declare that they do not consider the facts contained in this Contract and its annexes other than those referred to in this provision of the Contract to be trade secrets.

12. Entire Contract

This Contract constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous understandings, negotiations and proposals as to such subject matter. Each party acknowledges that it has not relied on nor been induced to enter into this Contract by a representation, warranty or undertaking other than those expressly set out in this Contract.

13. Compliance

Each party warrants to the other that it will at all times during the term of this Contract comply with all applicable laws (including, but not limited to, anti-bribery and anti-corruption laws, such as the Foreign Corrupt Practices Act and the UK Bribery Act, or laws pertaining to trade and financial sanctions, including those adopted by the United Nations, the European Union, the United States and the Czech Republic, or any other applicable sanctions laws) and that it will not use the funds to be provided under this Contract for any activity which is prohibited under the United Nations, the European Union, the United States, the Czech Republic or any other applicable sanctions laws or make available any funds received under this Contract to any person, entity or body which is designated by the United Nations, the European Union, the United States, the Czech Republic or in any other applicable sanctions laws as the target of an asset freeze.

The PH declares that it has read the Code of Conduct for Business Partners (hereinafter referred to as the "Code") on the website www.prg.aero/ekop. By signing this Contract, the PH undertakes to comply with the Code in the performance of this Contract.

14. Copies of this Contract

This Contract has been made in three identical copies, one for each contracting party plus one for INFRONT.

15. Possible Disputes

Possible disputes arising out of this Contract will primarily be attempted to be settled through negotiations. However, this Contract shall be exclusively governed by, and construed in accordance with, the laws of Czechia. All disputes arising out of, or in connection with, this Contract shall be subject to the exclusive jurisdiction of the courts in Czechia, to which the parties hereby submit.

16. INFRONT Approval

This Contract shall be subject to INFRONT’s prior written approval. The PH shall promptly inform the Company of such approval or rejection thereof. In the event that INFRONT does not grant approval within 90 days of the parties signing the Contract, the Contract shall be deemed null and void. For the avoidance of doubt, the Company shall not be bound to render any payments or other consideration to the PH prior to INFRONT’s approval being granted.

17. Final Provisions

Any amendments or additions to the Contract may be made only in the form of written, numbered amendments signed by authorized representatives of both parties.

If any provision of this Contract is or becomes invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness shall not affect the other provisions of this Contract. The parties agree to replace the invalid, unenforceable or ineffective provision with a valid, enforceable and effective provision within five (5) business days after receipt of a notice from one party to the other party, the language of which shall be consistent with the intent expressed in the original provision and this Contract as a whole.

The parties expressly agree that without the prior written consent of the other party:

- (i) Neither party shall be entitled to assign any of its claims arising under or in connection with this Agreement to a third party,
- (ii) neither party shall be entitled to pledge any of its claims against the other party arising out of or in connection with this Contract.

[Date]

[Date]

PRO - HOCKEY Cz.,s.r.o.

Letiště Praha, a. s.

Jan Zikl
Managing Director

Ing. Jiří Pos
Chairman of Board of Directors

Jan Černý
Managing Director

Mgr. Jakub Puchalský
Member of Board of Directors

Approved by Infront Sports & Media AG on _____

