

**LICENSE AGREEMENT**

This License Agreement (the "Agreement") is made by and between:

**(1) Český olympijský výbor**

ID No.: 48546607

With its registered office at: Benešovská 1925/6, 10100, 101 00 Prague

The association registered in the Register of Associations maintained by the Municipal Court in Prague file no.: L 4600

Represented by Ing. Jiří Kejval, President  
(the "NOC"); and

**(2) Česká pošta, s.p.**

ID No.: 47114983

With its registered office at: Prague 1, Politických vězňů 909/4, Post Code 22599

The company registered in the Commercial Register maintained by the Municipal Court in Prague file no.: A 7565

Represented by: Jan Hykel, Director of corporate marketing section

(the "NPO")

**Part I – Schedule of License**

<p><b>Licensed Marks</b></p>	<p style="text-align: center;">(a) NOC emblem (as outlined in Section B of Appendix 3)</p> <p style="text-align: center;">And (b) The official Wordmark of the following Games: <b>PyeongChang 2018</b></p> <p style="text-align: center;">(c) [Team Reference: "Czech Team"]</p>
<p><b>Licensed Products</b></p>	<p>Olympic Postage Stamps</p> <ul style="list-style-type: none"> <li>- Postage Stamps</li> <li>- Miniature Sheets</li> <li>- Postal Stationary</li> </ul> <p>Traditional Philatelic Products</p> <ul style="list-style-type: none"> <li>- First Day Covers</li> <li>- Maximum Cards</li> <li>- Post Cards</li> <li>- Stamp Presentation Packs</li> </ul> <p>Value Added Philatelic Products</p> <ul style="list-style-type: none"> <li>- Prestige Booklets</li> <li>- Personalised Stamps</li> <li>- Special Collections and Albums</li> </ul>

<b>Use of Athlete Images on Licensed Products</b>	No  Yes, in accordance with the Terms and Conditions set out in Part II and in particular Articles 4.3 and 9 of Part II.
<b>Licensed Product Configuration</b>	Other than Licensed Products containing Athlete Images:  No more than four (4) designs of the Licensed Products may be issued for the Games.  No more than one (1) design of the Licensed Products may be issued for the Youth Olympic Games.
<b>Effective Date</b>	20 1. 2018
<b>Expiration Date</b>	1 May, 2018  with a sell off period of three (3) months to 31. 7. , 2018 for: <ul style="list-style-type: none"> <li>- Olympic Postage Stamps sold under Sales for Collection;</li> <li>- Traditional Philatelic Products; and</li> <li>- Value Added Philatelic Products;</li> </ul> with a sell off period of twentyfour (24) months to 21. 7. 2021 for Olympic Postage Stamps sold for postage only.

The NOC and the NPO agree to be bound by the terms and conditions set out in this Agreement.

## Part II – Terms and Conditions

### WHEREAS

- A. Under the Olympic Charter the International Olympic Committee (the "IOC") governs the Olympic Movement and owns all rights in respect of the Games of the Olympiad, the Olympic Winter Games, the Youth Olympic Games and the Winter Youth Olympic Games.
- B. The NOC is the proprietor of and/or is entitled to license the use of certain intellectual property rights in the Licensed Marks within the Territory.
- C. The NPO is the organization with authority from the national government of Czech law to control the production, distribution and sale of postage stamps in the Territory.
- D. In order to celebrate the participation of the NOC in the Games, the NOC wishes to grant, and the NPO wishes to acquire the right to use the Licensed Marks and/or the right to use the Licensed Marks together with the Athlete Images, on or in connection with Licensed Products and to manufacture, promote, distribute and sell the Licensed Products within the Territory during the term of this Agreement.

The NOC and the NPO agree to be bound by the terms of this Agreement as follows:

### 1. DEFINITIONS

As used herein, the capitalised terms set forth below shall have the following meanings:

**"Athlete Images"** means the photograph, likeness or other image rights of the NOC Athletes in respect of which the NPO has obtained the consents specified in Section 9 of this Agreement.

**"Games"** shall mean the Games of the XXIII Olympiad to be celebrated in the PyeongChang, South Korea ;

**"Games Wordmark"** shall mean the words "PyeongChang 2018" in the official typeface and colour of the OCOG as shown in Section A of Appendix 3 of this Agreement.

**"Gross Retail Sales"** means the NPO's published per unit price for Licensed Products sold by the NPO through approved distribution channels or through other approved distribution and retail channels.

**"Licensed Marks"** shall mean the Games Wordmark, the Team Reference and the NOC emblem as prescribed in Section B of Appendix 3 [and the Team Reference] of this Agreement.

**"Licensed Products"** shall mean (a) Olympic Postage Stamps, (b) Traditional Philatelic Products and/or (c) Value Added Philatelic Products in each case as listed in Part I of the Agreement and which bear the Licensed Marks or the Licensed Marks together with the Athlete Images.

**"NOC Athlete(s)"** shall mean the athlete(s) of the NOC who will compete or have competed in the Games of the Olympiad and the Olympic Winter Games only, and for the avoidance of doubt, who have signed the IOC's eligibility form for participation in the relevant Games.

**"OCOG"** shall mean the Organising Committee of the Games.

**"Olympic Charter"** shall mean the Olympic Charter as reflected in the printed edition in force as from the date of this agreement as amended from time to time.

**"Olympic Movement"** shall mean the movement led by the IOC encompassing those organisations, athletes and other persons who agree to be guided by the Olympic Charter, whose goal is to contribute to building a peaceful and better world by educating youth through sport practised without discrimination of any kind and in the Olympic spirit which requires mutual understanding with the spirit of friendship, solidarity and fair play.

**"Olympic Postage Stamps"** shall mean any postage stamp featuring the Licensed Marks or the Licensed Marks together with Athlete Images.

**"Olympic Properties"** shall mean (i) the Olympic symbol of the five interlocking rings used alone; (ii) the wordmarks "Olympic", "Olympic Games" and "Olympiad"; (iii) the Olympic motto "Citius, Altius, Fortius"; and (iv) the Games symbol.

**"Sales for Collection"** shall mean sales of Olympic Postage Stamps where it can be reasonably assumed that the purpose of the purchase is not for use on postage, all sales of Traditional Philatelic Products and all sales of Value Added Philatelic Products.

**"Team Reference"** shall mean Czech Team.

**"Territory"** shall mean the geographic area in respect of which the NOC is recognised by the IOC, i.e. the Czech Republic.

**"Traditional Philatelic Products"** shall mean first day covers, maximum cards, post cards and stamp presentation packs containing the Licensed Marks and/or the Athlete Images which are sold at a price set using the same formula as generic, non-licensed, first day covers, maximum cards, post cards and stamp presentation packs.

**"Value Added Philatelic Products"** shall mean prestige booklets, personalised stamps and special collections and albums which are sold at a price set using the same formula as generic, non-licensed, prestige booklets, personalised stamps and special collections and albums.

## 2. OLYMPIC CHARTER

All terms and provisions of this Agreement shall be subject to the Olympic Charter and Act No. 60/2000 Coll., on Protection of Olympic Symbols, as amended, if any inconsistency between the provisions of this Agreement and the Olympic Charter arises and/or Act No. 60/2000 Coll., on Protection of Olympic Symbols, as amended, the provisions of Act No. 60/2000 Coll., on Protection of Olympic Symbols, as amended, shall prevail. The NPO hereby acknowledges receipt of a copy of the Olympic Charter and agrees to abide by all requirements thereof applicable to it.

### 3. COMPLAINT WITH GUIDELINES

3.1 The NPO shall ensure:

- (i) that the Licensed Products are created and sold in conformity with the Philatelic Code of Ethics of the Universal Postal Union ("UPU") as embodied in UPU Recommendation C26/2008 (available here <http://www.upu.int/en/activities/philately/key-documents.html>), receipt of a copy of the UPU the NPO hereby acknowledges;
- (ii) that the use of the Licensed Marks conform to the guidelines outlined in Sections A and B of Appendix 3 of this Agreement; and
- (iii) that the Licensed Products conform with the guidelines prescribed in Appendix 4 to this Agreement and any other guidelines issued by the NOC or the IOC.

### 4. GRANT OF RIGHTS

- 4.1 Subject to the terms and conditions set forth herein, the NOC grants to the NPO the non-exclusive right ("non-exclusive license") to use and reproduce the Licensed Marks or the Licensed Marks together with Athlete Images (subject to Articles 4.3 and 9 of this Agreement), in connection with the manufacture of the Licensed Products in the Territory.
- 4.2 Subject to the terms and conditions set forth herein, the NOC grants to the NPO the non-exclusive right (non-exclusive license) to use and reproduce the Licensed Marks or the Licensed Marks together with Athlete Images (subject to Articles 4.3 and 9), in connection with the advertising, promotion, distribution and/or sale of the Licensed Products in the Territory.
- 4.3 The NPO acknowledges that Athlete Images may only be used together with the Licensed Marks on Licensed Products manufactured in connection with the Games.

### 5. RESERVATION OF RIGHTS AND RESTRICTIONS

- 5.1 All rights not expressly granted to the NPO are specifically reserved by the NOC and it is clearly understood that no sponsorship rights are granted to the NPO under this Agreement. For the avoidance of doubt, other than as provided for in this Agreement, the NPO has no right to use any Olympic Properties or any other Olympic imagery, marks and designations other than the Licensed Marks.
- 5.2 It is understood and agreed by the NPO that the rights granted under Article 4.1, 4.2 and 4.3 of this Agreement are limited to the Licensed Products once approved in accordance with the approval process prescribed Article 14 of this Agreement, by the NOC in writing.
- 5.3 The NOC and the NPO acknowledge that the NPO has certain agreements in place made with other contractual partners which may oblige the NPO to distribute stamps and other philatelic products to customers outside of the Territory. The fulfillment of such obligations shall not be considered a breach of this agreement. However, this Agreement shall not permit the NPO to market, promote and/or advertise the Licensed Products outside of the Territory and any such marketing, promotion or advertising will be considered a breach of this Agreement. For the avoidance of doubt, the Parties agree that an internet presentation in the Czech language is not considered a promotion and / or advertising, licensed products outside, even if the content has been displayed to the user in another state than the Czech Republic.
- 5.4 The NPO acknowledges that the IOC has entered into an international sponsorship agreement with VISA and that in connection with the sale of the Licensed Products, the NPO will use reasonable endeavors to:

- (i) prompt for usage of and/or otherwise position VISA's payment cards and other payment service products ("VISA Products") as the preferred payment method; and

- (ii) display acceptance marks for VISA Products more prominently than the acceptance marks of any competitive products.

5.5 The NPO is obliged to permit to the NOC to perform effective supervision whether the NPO duly fulfils its obligations stated in this Agreement. The NOC is obliged to perform said supervision to the extent that is necessarily required in order to perform its purpose and during a time period, so activities of the NPO are disturbed as little as possible.

## 6. TERM AND TERMINATION

6.1 This Agreement enters into force on the Effective Date and shall expire on the Expiration Date, both as set out in Part I of the Agreement with a sell off period of three (3) months thereafter. The manufacture, advertising, promotion, distribution and/or sale of Olympic Postage Stamps sold under Sales for Collection, of Traditional Philatelic Products and of Value Added Philatelic Products must cease on or before the Expiration Date. The NOC agrees to a sell-off period of fifteen (15) months after the Expiration Date, as set out in Part I of the Agreement, for **Olympic Postage Stamps sold for postage only** to allow the NPO to continue to advertise, promote, distribute and/or sell Olympic Postage Stamps sold for postage provided that the NPO agrees to undertake that it shall not manufacture any Olympic Postage Stamps after the Expiration Date. This provision does not apply if the NOC / IOC unilaterally decides otherwise; such a unilateral decision can be made only in writing and it can only extend the sell off period of validity, not shortened. The effectiveness of unilateral decisions in the previous sentence is effective from the date when the decision will be issued in accordance with the previous sentence announced NPO.

6.2 Either party may at any time terminate this Agreement by delivering written notice to the other in the event that the other party commits a material breach of the Agreement and does not remedy such breach within thirty days after receipt of notice from the non-breaching party specifying the relevant breach, or commits a material breach of this Agreement intentionally or as part of a continuing course of conduct.

6.3 The NOC may terminate this Agreement with immediate effect by delivering written notice to the NPO in the event that (a) the NOC ceases to be recognised by the IOC, (b) if the NOC does not participate in the Games, and/ or (c) if the Games are cancelled. The NPO will have no claim for damages, compensation, loss of profit or allowance arising out of any termination notice given by the NOC under this Article except to the extent that this Article expressly provides.

6.4 On expiration or early termination of this Agreement as prescribed under Article 6.3 all rights and opportunities granted to the NPO under this Agreement shall immediately terminate and the NPO shall have no claim whatsoever against the NOC in respect thereof. The exception is only clearance sell of licensed products, as envisaged in the contract (or possibly even a unilateral decision by the NOC / IOC pursuant to Art. 6.1). The sell off period mentioned in Article 6.1 and Part I of this Agreement does not apply where this Agreement is terminated early pursuant to Article 6.2 or Article 6.3.

## 7. CONSIDERATION

In consideration of the rights granted herein, the NPO agrees to pay the NOC royalties on the Gross Retail Sales value of the following Licensed Products at the following rates:

- (i) Olympic Postage Stamps sold under Sales for Collection: 10%
- (ii) Traditional Philatelic Products: 10%
- (iii) Value Added Philatelic Products: 16%
- (iv) Any stamps sold in any of the above Licensed Product categories which feature Athlete Images: 16%

The resulting sum payment of royalties set out above procedure are considered the amounts including VAT.

Pursuant to Article 9 of this Agreement, the NPO must obtain the written approval of the relevant NOC Athlete(s) and the NOC for the use of any Athlete Images on Licensed Products. Accordingly the NPO acknowledges that such approval may result in additional fees being due to the NOC Athlete(s) from the NPO; and the NOC shall accept no liability in respect thereof.

## **8. GENERAL CONDITIONS ON THE USE OF THE LICENSED MARKS OR LICENSED MARKS TOGETHER WITH THE ATHLETE IMAGES**

- 8.1 The NPO acknowledges that, subject to approval under Article 9 of this Agreement, the Games Wordmark may only be used on Licensed Products if accompanied by the NOC emblem. For the avoidance of doubt, the Games Wordmark may not be used on a standalone basis.
- 8.2 The NPO shall exercise the rights granted hereunder in a manner consistent with the good name, goodwill, reputation and image of the IOC, the OCOG, the NOC, the Olympic Movement and Olympic attributes such as, but not restricted to, friendship, solidarity and fair play, and in compliance with the Olympic Charter, Act No. 60/2000 Coll., on Protection of Olympic Symbols, as amended, and all applicable laws and regulations of the Czech Republic.
- 8.3 The NPO will not use the Licensed Marks or the Licensed Products in such a manner which may associate the Licensed Marks or the Licensed Products with any other goods and services (whether branded or non-branded) nor use, offer or provide the Licensed Marks of the Licensed Products to induce the sale of other goods or services, such as by combination sales or premiums.
- 8.4 The NPO shall ensure that the Licensed Marks or the Licensed Marks together with the Athlete Images are used solely on Licensed Products and the advertising and sale thereof, to the exclusion of any other product and/or service manufactured, distributed, sold or advertised by the NPO or any third party.
- 8.5 The Licensed Products shall not contain any form of publicity for any products, service, organisation, company or political cause.
- 8.6 The NPO is not entitled to any apparent brand or corporate identification on the Licensed Products, or any related packaging, advertising, promotional or display material, which bear the Licensed Marks or the Licensed Marks together with any Athlete Image without the prior written approval of the NOC and the NOC Athlete(s).
- 8.7 The NPO shall not describe or represent for any purpose that it or the Licensed Products have been "approved" or similar by the IOC, the OCOG or the NOC, or that it is the agent or representative of the IOC, the OCOG or NOC without the prior written approval of the IOC, the OCOG or the NOC, as the case may be.

## **9. USE OF ATHLETE IMAGES**

- 9.1 Prior to production of any Licensed Product using any Athlete Images, the NPO must obtain the following:
- (i) The right to use the Athlete Images on Licensed Products from the holder of any intellectual property in the Athlete Images;
  - (ii) the written approval of the NOC Athlete(s) concerned and the approval of the NOC for the use of the NOC Athlete(s)' images on such Licensed Products.
  - (iii) the NOC's acknowledgement that the written approval of the NOC Athlete(s) has been obtained.

## **10. LICENSED PRODUCT CONFIGURATION AND FACE VALUE**

- 10.1 The NPO is authorised to issue designs of Olympic Postage Stamps as Licensed Products in accordance with the configurations prescribed in Part I.
- 10.2 The NPO may choose to print the Olympic Postage Stamps in either panes, blocs, sheetlets or souvenir sheets, but only one configuration may be used per set.
- 10.3 The NPO shall ensure that the face values or postage rates which may be used on each Olympic Postage Stamp issued under this Agreement are at the rate published by the NPO for posting a domestic standard letter, postcard or aerogramme within the Territory or posting an international standard letter, postcard or aerogramme from the Territory to the nation hosting the Games.
- 10.4 If more than one design is proposed at least fifty percent (50%) of the designs must be used on Olympic Postage Stamps at the domestic rates published by the NPO.
- 10.5 In the event the NPO wishes to produce postal numismatic covers using any of the Licensed Marks, the NPO shall make a request to the NOC in writing and submit a marketing plan for the NOC's approval which shall include the marks and products proposed to be used as part of the postal numismatic cover. The NPO shall not release any such products without the prior written approval of the NOC.

## **11. PRODUCTION**

- 11.1 The NPO shall ensure that there shall be no black or coloured printing proofs of the Licensed Products used for commercial or promotional purposes, including sales of these products.
- 11.2 The NPO understands and agrees that the rights granted under this Agreement do not extend to the production of Olympic Postage Stamps on any medium other than paper unless expressly approved in writing by the NOC.

## **12. PROMOTION OF LICENSED PRODUCTS AND USE BY THIRD PARTIES**

- 12.1 The NPO agrees that all promotional activities in relation to the Licensed Products shall be limited solely to the promotion of the Licensed Products and shall neither imply any sponsorship or suppliership relationship with the IOC, NOC, OCOG, the Games, the Olympic Movement or the NOC Athletes nor create any confusion in the public mind as to the fact that the NPO's rights are limited solely to the issue of the Licensed Products.
- 12.2 The NPO shall not permit any trade name, logo or other mark, denoting or identifying any third party, third party's products or services to be affixed to or form part of the Licensed Products, or in any advertising material displaying the Licensed Marks or the Licensed Marks together with the Athlete Images. This obligation applies until such time as the NPO product distributed to the public - at the time of first sale of the product NPO lose the opportunity to influence the fulfillment of this requirement by a third person who purchases the product.
- 12.3 The NPO shall not participate with a third party in any promotion using the Licensed Marks or the Licensed Marks together with any Athlete Images in connection with a product or service of any third party.
- 12.4 The NPO agrees that promotion of the Licensed Products shall not include the use of Olympic Properties or any other Olympic imagery, marks and designations (other than the Licensed Products themselves).

## **13. SUBDISTRIBUTION AND SUBLICENSE**

The NPO is not entitled to leave the performance of rights under this Agreement, not even partially, to third parties. The NPO is not entitled to assign the license not even partially to a third party (i.e. to enter into a sub-license agreement).

Therefore, the NPO is not entitled to grant a sub-license under Article 4.2 of this Agreement to a designated philatelic distribution agent provided that (a) such designated philatelic distribution agent and the NPO provide the NOC a written declaration in which the designated representative for the distribution of philatelic products will confirm that during its activities will be bound by the terms of this Agreement. The NPO shall remain liable for the performance of its designated distribution agent in accordance with the terms of this Agreement.

#### **14. APPROVALS**

14.1 The NPO shall not announce, publicise, issue, publish, release, or sell any Licensed Product without the prior written approval of the NOC.

14.2 In accordance with this Article 14 of this Agreement, the NPO is obliged to submit to the NOC, for prior written approval, full photographic representations of the Licensed Products and representative samples of advertising, promotional and other display material to be used by the NPO containing or referring to the Licensed Marks (as well as the intended plan for the use of any Athlete Images on the Licensed Products) no later than within 15 days before the start of production of all Licensed Products and/or materials produced on the basis of this Agreement for each type separately. The NPO understands and agrees that the NOC shall have the right to comment on the Licensed Product or packaging submitted for approval and the NPO shall take such comments into account by modifying the Licensed Products or packaging to the full and complete satisfaction of the NOC. The NPO shall not release any such materials without the prior written approval of the NOC.

14.3 All materials for approval shall be submitted to the NOC at the address detailed in Appendix 1 and shall comply with the NOC's Submission Guidelines as set out in Appendix 3, and as may be updated from time to time by the NOC.

14.4 After receipt of approval, the NPO will furnish free of charge to the NOC, six (6) representative samples of Postage Stamp and three (3) representative samples of FDC (First Day Cover) for archival purposes.

14.5 Following the NOC's approval of the Licensed Product, the NPO shall not depart therefrom or institute any changes in the quality, colour(s), material, structure, design or production method exemplified by the representative samples approved by the NOC and the Licensed Products shall meet or exceed the quality exemplified by the samples approved by the NOC.

14.6 The NOC reserves the right to withdraw any consent or approval, provided that such withdrawal shall not affect the NPO's then-current production runs of materials using the Licensed Marks.

#### **15. PROTECTION OF MARKS**

15.1 The NPO shall use the Licensed Marks in strict compliance with the provisions of this Agreement and shall not do or omit to do anything that could invalidate or jeopardise any ownership or approval rights of the NOC in respect of the Licensed Marks. The NPO undertakes not to use the Licensed Marks for other purposes than purposes stipulated by this Agreement not even in such manner that such a use would be in conflict with public morals or in the manner that would cause damage to the good name of the NOC, or that would adversely affect the good reputation of the NOC.

15.2 The NPO acknowledges the ownership by the NOC or the IOC as the case may be of the relevant Licensed Marks and of any registrations and applications therefor. The NPO acknowledges and agrees that it has no right, title or interest in or to the Licensed Marks, except the use of the same as provided in this Agreement, and that nothing in this Agreement shall be construed as an assignment or grant to the NPO of any right, title or interest in or to the Licensed Marks or the Olympic Properties or in any copyright, trademark, industrial design or other intellectual property of the IOC and/or the NOC and that it shall not take any action to the detriment of the rights or interests of the NOC, the IOC or any other Olympic organisation in any of the aforesaid, either during the term of this



Agreement or thereafter. The NPO acknowledges and agrees that any and all use by the NPO of the Licensed Marks shall inure solely to the benefit of the NOC.

15.3 The NPO shall not, and shall not cause, influence, assist or procure in any manner whatsoever, directly or indirectly, any other person or entity, either during the term of this Agreement or thereafter, to (a) assert the invalidity of the Licensed Marks, (b) contest the NOC's rights relating to the Licensed Marks or (c) attack the validity of this Agreement.

15.4 The NPO shall not, at any time, file any trademark application with any governmental entity for any of the Licensed Marks. The NPO agrees that, should any right, title or interest in or to the Licensed Marks, or in any copyright, trademark, industrial design or other intellectual property of the NOC become vested in it (by operation of law or otherwise), it shall hold the same in trust for the NOC or the IOC as appropriate and shall immediately upon request of the NOC unconditionally assign free of charge any such right, title or interest to the IOC and/or the NOC or and execute any documents necessary in connection therewith.

15.5 The NOC and the NPO agree to cooperate in good faith and to assist each other in the defence of any action, proceeding or claim brought by a third party with respect to the use of any Licensed Marks by the NPO in accordance with the terms hereof.

## **16. PAYMENTS**

16.1 All monies due hereunder shall be remitted by the NPO in CZK to the account of the NOC mentioned in Appendix 1 to this Agreement.

16.2 The NPO agrees that a complete and accurate statement of sales and royalties by Licensed Product, in the format provided in **Appendix 2** to this Agreement, shall be submitted to the NOC within thirty (30) days from the last day of each calendar quarter. In the event of a delay with any payment under this Agreement, the NOC is entitled to the payment of contractual interest in the amount of 0.05% daily from the amount delayed by the NPO.

16.3 There is no right of set off whatsoever in relation to monies owed to the NOC under this Agreement.

16.4 If mutually agreed in an amendment to this Agreement, the royalty payment may be made as a single, flat fee payment, paid in advance which applies the royalty rates contained in this agreement to the average sales by the NPO of stamps and philatelic products for a stamp issue of equivalent size, face value and public interest.

16.5 In the event of the NPO completing sales of Licensed Products outside the Territory, or another national postal operator completing sales of Licensed Products in the Territory, the monies from such sales will be collected and retained by the national postal operator responsible for those sales, subject to Section 5.3 of this Agreement. Royalties due from such sales shall be paid to the National Olympic Committee responsible for the license of such Licensed Products.

## **17. ACCOUNTS**

The NPO agrees to maintain accurate books of account and records covering all transactions relating to this Agreement including, but not limited to production records, inventory records showing receipt, sale, dispatch, return, destruction, damage or loss of Licensed Products. The NOC or any of its representatives shall have the right at all times to examine and make copies of such books of account and records and all other documents and material in the possession of the NPO relating to the subject matter of this Agreement. All books of account and records referred to herein shall be maintained and kept available for examination by NOC at any time for at least three (3) years after the expiry of this Agreement. In the event that such examination reveals a discrepancy in the amount of royalties or payments to be remitted to the NOC from what was actually paid, to the NOC's disadvantage, the NPO shall immediately pay to the account mentioned in Appendix 1 to this Agreement the amount of such discrepancy plus interest calculated daily at the rate of 1% per month, or the maximum amount permitted by law, whichever is the lower, for the period to which the discrepancy relates. The cost of any such

examination will be paid by the NOC, unless discrepancies amounting to 2% or more of the total of the sums remitted to the NOC in the period to which the examination relates are found to the NOC's disadvantage, in which case the costs shall be paid by the NPO.

## **18. INDEMNITY**

18.1 The NPO agrees to protect, defend, indemnify and hold the IOC, the OCOG and the NOC jointly and severally harmless from and against all claims, actions, proceedings, damages, directly incurred as a result of, arising out of, or connected with the NPO's manufacture, production, advertising, promotion, distribution and sale of the Licensed Products.

18.2 In the event the NOC consents to the NPO sublicensing any portion of this Agreement, the NOC will have no contractual relation with any permitted sublicensee. For sake of clarity, in the case where the NOC consents to a sublicense, the NPO will have the full responsibility of the sublicensee in addition to his own responsibility regarding this Agreement.

## **19. APPLICABLE LAW AND ARBITRATION**

19.1 This Agreement shall be governed by and construed in accordance with Czech law.

19.2 The Contractual Parties undertake to primarily resolve any disputes arising from this Agreement amicably. If it is not possible to resolve said dispute amicably, all disputes arising from the present contract and/or in connection with it shall be finally decided with Czech Court.

## **20. FINAL PROVISIONS**

20.1 This Agreement becomes valid on the day of signing this Agreement. This Agreement becomes effective for the parties to this Agreement upon their signing.

20.2 This Agreement is governed by the regulation pursuant to Act No. 89/2012 Coll., the Civil Code. This Agreement is prepared in English language, in three counterparts out of which the NPO will receive 1 counterpart, and the NOC will receive 2 counterparts.

20.3 All data and information communicated by the parties during signing of this Agreement are deemed to be confidential, and any of the parties must not make said data and information available or communicate the same to a third party or to use said data and information in conflict with their purpose for their own needs. If either party breaches this obligation, thus enriches itself, then it will release to the other party the income by which it has enriched itself.

20.4 Any changes to this Agreement or amendments to this Agreement are valid in writing and signed by both relevant contractual parties.

20.5 If any provision of this Agreement is designated to be invalid or unenforceable, said provision will be deemed to be independent and severable from other provisions of this Agreement, and the relevant provision will not cause invalidity or unenforceability of other provisions.


20.6 The contractual parties declare that they have acquainted themselves with the wording of this Agreement in detail, that this Agreement is the demonstration of their true and serious will, this Agreement has not been entered into under duress or under unfavorable conditions, in witness to the above, the contractual parties append their signatures. On the moment when this Agreement becomes effective, all previous oral and written agreements between the contractual parties related to the subject of this Agreement will cease to be valid.

20.7 The following appendixes form an inseparable part of this Agreement:  
Appendix 1 - Approvals and Payment Details;  
Appendix 2- Sales and Royalty Reporting Form;  
Appendix 3- Obligations of NPO; and


Appendix 4 - OLYMPIC PHILATELIC PROGRAMME GUIDELINES FOR NATIONAL POSTAL OPERATORS OF NATIONS PARTICIPATING IN AN OLYMPIC GAMES AND YOUTH OLYMPIC GAMES.

20.8 The contractual parties further represent that they are entitled to enter into the Agreement, that they are not bankrupt, that no insolvency proceedings are held against them, and, to the best of their knowledge, that said condition may reasonably not occur in the future.

In



Ing. Jiří Kejval,  
President



pošta, s.p.  
Jan Hykel  
Director of corporate marketing section

Appendix 1

**Approvals and Payment Details**

**A. Approvals**

All materials for approval shall be submitted to the NOC at the address below:

[REDACTED]

[REDACTED]

**B. Payment Details**

All monies due under this Agreement shall be remitted by the NPO in Czech crowns to the following account:

Beneficiary: Czech [REDACTED] Committee  
Bank: [REDACTED]  
Account No: [REDACTED]  
ID No: [REDACTED]

Appendix 2

Sales and Royalty Reporting Form – PyeongChang 2018 – Czech Post

Licensed Products	Unit Price (1)	Quantity Produced	Sales (2)	Royalty [Insert Currency]
<b>Olympic Postage Stamps under Sales for Collection</b> (not using Athlete Images) <ul style="list-style-type: none"> <li>- Postage Stamps</li> <li>- Miniature Sheets</li> <li>- Postal Stationary</li> </ul> (Royalty 10 %)				
<b>Traditional Philatelic Products</b> (not using Athlete Images) <ul style="list-style-type: none"> <li>- First Day Covers</li> <li>- Maximum Cards</li> <li>- Post Cards</li> <li>- Stamp Presentation Packs</li> <li>- (specify others)</li> </ul> (Royalty 10 %)				
<b>Value added Philatelic Products</b> (not using Athlete Images) <ul style="list-style-type: none"> <li>- Prestige Booklets</li> <li>- Personalised Stamps</li> <li>- Special Collections and Album</li> <li>- (specify others)</li> </ul> (Royalty 16 %)				

Sales and Royalty Reporting Form

Appendix 2

Any stamps sold in any of the above Licensed Product categories which feature Athletes Images - (specify) (Royalty 16 %)				

Total Royalty payable: (a) [Insert Currency] CZK. [REDACTED]

Notes: (1) Using face value of the issue in local currency

(2) For the "stamps" category, this is the value in local currency of stamps sold for collection which are not part of another product. For the "philatelic product" categories, this is the value in local currency of total sales of the products as all sales of products are assumed to be for collection

### Appendix 3

#### Obligations of NPO

#### Section A

### OBLIGATIONS RELATED TO POSTAGE STAMPS CREATED BY THE NPO

Apart from the obligations from the Agreement, the NPO undertakes to observe the following rules for the use of Olympic Symbols on postage stamps and philatelic products. In the event of any lack of clarity, the NPO is obliged to request an explanation/assistance from the NOC.

#### Licensed Marks

The NPO may use the words "Rio 2016" together with the NOC emblem and the Athlete Images/and the Team Reference to create the Licensed Products. For the graphic requirements of the NOC emblem, the NPO is obliged to apply the respective NOC brand guidelines (See Section B of this appendix, below). The NOC emblem may not be altered or distorted in any way.

The Words "PyeongChang 2018"/ shall be used by the NPO in the official OCOG typeface and colour only and must not be used in any other font or colour. [By way of example, the NPO shall be permitted to use the Wordmark in the following format only, and for the avoidance of any doubt, shall be used **only on Licensed Products**:

**PyeongChang 2018™**

#### Design

The stamp designs should not have any religious or political affiliation nor negatively impact the Olympic Movement in any way. The NPO may submit up to four (4) designs of the Licensed Products for the Summer Olympic Games and the Winter Olympic Games. The NPO may only submit one (1) design of the Licensed Products for the Youth Olympic Games and the Winter Youth Olympic Games.

#### Use of NOC Athletes

The use of Athletes Images on the Licensed Products is permitted in the Territory provided the NPO has obtained the necessary consents under Clause 9 of this Agreement. For the avoidance of doubt and as outlined in paragraph 6.3 of Appendix 4 to this Agreement, stamps featuring the Images of athletes who have competed at the Youth Olympic Games, (including medal winners) are not allowed.

#### What must be submitted for approval?

The stamp design(s) as well as any other materials that will be sold with or used during promotion of the stamps including point-of-sale, mailings, advertising etc. must be submitted for approval.

#### Examples:

- Point-of Sale
  - Posters
  - Display cases
  - Packaging
- Licensed Products

- Envelopes
- Albums
- Maximum cards

**Submissions**

All materials should be submitted in either .jpg or PDF format via e-mail for approval to the NOC contact person named in Appendix 1 to this Agreement.



## Section B

### **NOC Emblems Guidelines**

#### **NOC Emblem:**



The graphic elements of the NOC emblem cannot be broken up or used in isolation.

#### **Background**

If the emblem is used on a busy background, a white element behind the logo is required. In order to ensure the emblem's legibility a clear space (2x) around the logotype must be kept. It's forbidden to place any object in this clear space.

A negative (reverse) standalone logo may be placed on homogeneous background only if the contrast is sufficient so that the small elements of the emblem are visible. The contrast of the backgrounds must be no less than 60 per cent in terms of the shades of grey.

The graphic elements of the NOC emblem cannot be broken up or used in isolation.

#### **The NPO is prohibited to use the emblems particularly as follows:**

- Don't modify the proportions between the elements of the emblem.
- Don't incline or rotate the emblem.
- Don't superimpose any elements over the emblem.
- Don't add any elements to the emblem.
- Don't omit any elements of the emblem.
- Don't make any cuts to the emblem.
- Don't disrespect the protection area of the emblem.
- Don't apply the elements of the distinctive part separately.
- Don't use the emblem only with an outline or without colours.
- Don't use/create any contour area for the emblem.
- Don't apply the emblem in mid-tones.
- Don't add any slogans or phrases to the emblem.
- Don't create any monochromatic versions of the emblem in colours other than the official Olympic Rings colours (five colours).
- Don't change the colours of the emblem.
- Don't modify the signature of the emblem.
- Don't use the emblem as a watermark.
- Don't create seals for the emblem
- Don't create any signatures that differ from those in this manual.

In addition to the guidelines provided above, use by the NPO of the NOC emblem must conform to any guidelines the NOC may communicate from time to time to the NPO.

## Appendix 4

### OLYMPIC PHILATELIC PROGRAMME GUIDELINES FOR NATIONAL POSTAL OPERATORS OF NATIONS PARTICIPATING IN AN OLYMPIC GAMES AND YOUTH OLYMPIC GAMES

#### PARTICIPATING TERRITORY PROGRAMME

Apart from the previous obligations from the Agreement, the NPO undertakes to observe the following rules:

#### **1 INTRODUCTION:**

These Guidelines facilitate the issue, by National Postal Operators (NPOs) of territories participating in an Olympic Games or Youth Olympic Games, of postage stamps and philatelic products which commemorate the participation of the national Olympic team in those Games.

#### **2 OBJECTIVE OF PROGRAMME:**

The objective of a philatelic programme by the NPO of a territory participating at an Olympic Games or Youth Olympic Games is to celebrate the participation of the national Olympic team in those Games.

#### **3 INTELLECTUAL PROPERTY AVAILABLE FOR USE BY NPOs:**

3.1 The Olympic intellectual property available for use by participating territory NPOs are:

- (a) the emblem of the National Olympic Committee (NOC) of the Territory;
- (b) a textual reference to the local national Olympic team, i.e. "Czech Team "; and
- (c) the official wordmark of the relevant edition of the Olympic Games.

3.2 Other Olympic emblems and marks, including the Olympic Rings used alone and the emblem of the Host City Organising Committee are not available in connection with the Participating Territory Programme.

#### **4 MANAGEMENT OF THE PARTICIPATING TERRITORY PROGRAMME:**

4.1 The Programme is managed on a territory by territory basis, by the relevant NOC, and, therefore, if an NPO of a participating Territory wishes to issue stamps and philatelic products to celebrate the participation of their national Olympic team in an Olympic Games or Youth Olympic Games, it should contact its NOC for approval to access the appropriate intellectual property.

#### **5 CONDITIONS:**

5.1 NPOs may issue stamps to celebrate the participation of their national Olympic team in an edition of the Olympic Games from one year prior to the Games to six months after the Games, but not before or after this period.

5.2 NPOs must sign a licensing agreement with their local NOC, which specifies the rights granted and the conditions under which those rights may be used.

5.3 The maximum number of designs which may be issued to celebrate the participation of the national Olympic team at an Olympic Games is four (4). The number of designs which may be

issued to celebrate the participation of the national Olympic team at an edition of the Youth Olympic Games is one (1).

- 5.4 The NPO undertakes that all stamps issued for the Olympic Games shall respect Article 8 of the UPU Letter Post Manual which defines the stamp and the code of ethics of the UPU (<http://www.upu.int/en/activities/philately/key-documents.html> ).
- 5.5 The face value/postage rates which may be used on the designs must be the published rates of the NPO for a domestic standard letter, a domestic postcard, an international standard letter or an international postcard from the issuing Territory to the Territory hosting the Olympic Games or Youth Olympic Games. If more than one design is issued, at least 50% of the designs must use domestic rates.
- 5.6 Stamps and philatelic products using Olympic intellectual property which are sold for philatelic purposes (for collection, not postage) make a positive commercial return for the NPO and the Olympic Movement requires that it shares in this commercial benefit. Stamps sold for postage, being a public service, are of little or no commercial benefit to the NPO and the Olympic Movement seeks no commercial compensation for the use of its intellectual property in such specific, postal use, circumstances.
- 5.7 Philatelic sales, or Sales for Collection, means:
  - (a) sales of the licensed Olympic Postage Stamps where it can be reasonably assumed that the purpose of the purchase is for collection and not for use on postage;
  - (b) all sales of the licensed Olympic Postage Stamps contained in Year Books/packs; and
  - (c) all sales of philatelic products which include the licensed Olympic stamps.
- 5.8 NOC will determine the type and amount of commercial benefit it requires for use of its intellectual property on postage stamps and philatelic products. The benefit might be in the form of a royalty on retail Sales for Collection of the licensed product(s), or a lump sum fee based on Sales for Collection of past similar issues, or it might be included as part of a wider sponsorship agreement between the NOC and the NPO.
- 5.9 The NOC will retain 100% of the commercial benefit so obtained to support the participation of the national Olympic team at the Games.

## **6 USE OF ATHLETE IMAGES:**

- 6.1 Participating Territory NPOs that wish to issue stamps and philatelic products featuring Athletes of their national Olympic team who will or who have competed at an Olympic Games must:
  - (a) obtain the prior written permission of the athlete(s) and provide a copy of the document to the NOC;
  - (b) pay compensation to the Athlete for approval to use the image, the amount of such compensation to be agreed in advance by the Athlete, the NPO and the NOC.
- 6.2 Proposals to use Athlete Images on stamps and philatelic products must be the subject of a licensing agreement or sponsorship agreement between the relevant NPO and NOC. Such agreements will specify the commercial compensation to be paid by the NPO to the NOC based on Sales for Collection of the licensed stamps and philatelic products.
- 6.3 Stamps featuring the images of Athletes who have competed at the Youth Olympic Games, (including medal winners) are not allowed.

**7 ENQUIRIES:**

For all enquiries regarding the Participating Territory Olympic Philatelic Programme, the NPO is obliged to contact the NOC.

## Amendment No. 1 to the License Agreement

made by and between

**(1) Český olympijský výbor**

ID No.: 48546607

With its registered office at: Benešovská 1925/6, 10100, 101 00 Prague

The association is registered in the Register of Associations maintained by the Municipal Court in Prague, file no.: L 4600

Represented by Ing. Jiří Kejval, President

(the "NOC"); and

**(2) Česká pošta, s.p.**

ID No.: 47114983

With its registered office at: Prague 1, Politických vězňů 909/4, postcode 22599

The company is registered in the Commercial Register maintained by the Municipal Court in Prague, file no.: A 7565

Represented by Jan Hykel, Director of corporate marketing section

(the "NPO")

I.

On 22.2.2018 the above-mentioned Parties entered into a license agreement on the granting of a non-exclusive license to the NPO to use and reproduce the Licensed Marks (hereinafter referred to as "the Agreement").

II.

Pursuant to Clause 16.4 of the Agreement the Parties have agreed that the Licence Fees under the Agreement will be paid to the NOC by a one-off payment of CZK 74 045 CZK on the basis of the statement of average sales of Olympic stamps and traditional philatelic products for collectors, as specified in Appendix 2 to the Agreement, which also includes the basic rate for calculation of the fee and its total sum.

The NOC will issue to the NPO an invoice for the calculated rate of the fee as of the date of issue of the Olympic Postage Stamps, i.e. 20 January 2018; the invoice will be payable 30 calendar days from the date of its issue. The NOC will send the invoice in three days from its issue to the mailing address:

Česká pošta, s.p.  
Skenovací pracoviště  
Poštovní 1368/20  
701 06 Ostrava 1.

The payment will be made against the invoice, issued in accordance with this clause and Appendix 2 to the Agreement. The invoice must include but is not limited to the following elements:

- Agreement number;
- Business name and address of the NOC, VAT number, company registration number of the NOC, if any;
- Business name and address of Česká pošta, s.p., VAT number and company registration number of Česká pošta, s.p.;
- Details of the bank account of the NOC;
- Number and date of issue of the invoice;
- Payment conditions in accordance with the Agreement;
- Description of the subject-matter of invoice, quantity, total sum;
- Currency (CZK).

If this paid one-off fee becomes grossly disproportionate in relation to the Licence Fees that should be paid to the NOC under the Agreement by more than 10% over the term of duration of the Agreement, the NPO is obliged to pay the difference between the one-off payment made under this Amendment and the found disproportion exceeding the proportion set in this sentence, within 30 calendar days after the termination of the Agreement. The other provisions of the Agreement, in particular Clause 16.2 and 17 of the Agreement, will apply to the verification of the payment calculation.

If the invoice does not contain the details prescribed by law and by this clause, the invoice will be returned within the maturity period so that the missing details can be added or the invoice can be corrected. The new maturity period of 30 calendar days will start running from the date of issuance of the new invoice.

### III.

The Parties agree that the period of sales of the Licensed Product is the period of effect of this Agreement, i.e. from 20 January 2018 to 30 April 2018. Beyond this period of time, the Parties also agree on a Sell-Off Period subject to section 6.4 of this Agreement in the duration of:

- a) 3 months for Licensed Products intended for Sales for Collection, i.e. Sell-Off Period from 1 May 2018 to 31 July 2018;
- b) 15 months for Licensed Products issued as definitive postage stamps, i.e. Sell-Off Period from 1 May 2018 to 31 July 2019;
- c) 24 months after the Sell-Off Period under paragraph b) of this section for the inventory of Licensed Product which will be used only for the purpose of payment of postage, i.e. Sell-Off Period from 1 August 2019 to 21 July 2021.

### IV.

1. The other provisions of the Agreement remain unchanged.
2. This Amendment is executed in 3 counterparts in the English language, out of which the NPO will receive 1 counterpart, and the NOC will receive 2 counterparts
3. This Amendment may be modified only by amendments made in writing, numbered in ascending order and signed by both Parties. The Parties expressly agree that email or other similar forms of electronic communication are not considered as a written amendment to this Amendment No. 1 to the Agreement under this provision.
4. This Amendment becomes valid and effective on the day of its signature by both Parties.

In Prague on 22.2.2018

[REDACTED]

Český olympijský výbor  
Ing. Jiří Kejval  
President

[REDACTED]

Česká pošta, s.p.  
Jan Hykel  
Director of corporate marketing section