

LICENČNÁ ZMLUVA K VYSIELACÍM PRAVAM

Táto Zmluva pozostáva zo Základných ustanovení nižšie a pripojenej Prílohy 1 a Prílohy 2 (spoločne ako "Zmluva"). V prípade rozporu medzi ustanoveniami Základných ustanovení, Prílohy 1 a Prílohy 2, prednosť majú Základné ustanovenia.

ZÁKLADNÉ USTANOVENIA

A:	Dátum	[]
B:	Nadobúdateľ licencie	ROZHLAS A TELEVÍZIA SLOVENSKA so sídlom Mlynská dolina, 845 45 Bratislava IČO: 47 232 480, DIČ: 2023169973, IC DPH: SK2023169973 (ďalej ako "Nadobúdateľ licencie")
C:	Poskytovateľ licencie	ŠPORT PROGRESS, s.r.o. so sídlom LakesidePark I 01, Tomašikova 64, 83104 Bratislava, Slovenská republika, zapísaný v obchodnom registri Mestského súdu Bratislava III, odd.: Sro, vložka č.: 6300/B, IČO: 31 364 551, DIČ: 2020859533, IČ DPH: SK2020859533, IBAN: XXXXXX (ďalej ako "ŠportPro")
D:	Súťaž	CONMEBOL Copa America 2024 , plánovaná od 20. júna do 14. júla 2024 ("Súťaž").
E:	Zápasy	Všetky zápasy.
F:	Územie	Slovenská republika.
G:	Jazyk(y)	Anglický jazyk a slovenský jazyk.
H:	Vysielacie práva a exkluzivita	(i) Právo odvysielať prenos Official Match Feeds a Broadcaster Footage (ak existuje) z každého Zápasu v jeho celosti živým a delayed vysielaním a reprízami počas Zmluvného obdobia povoleným spôsobom šírenia (Permitted Media) exkluzívne počas Zmluvného obdobia; a (ii) Právo použiť Highlights zo všetkých Zápasov Súťaže na účely spravodajstva delayed vysielaním a reprízami nevýhradne počas celého Zmluvného obdobia.
I:	Povolený spôsob šírenia (Permitted Media)	Kábel, Satelit, Terrestrial, Internet (vrátane OTT), Mobil a všetky distribučné systémy, vrátane sociálnych platforiem (Social Media).
J:	Vysielací model	Free a Pay.
K:	Zmluvné obdobie (Term)	Zmluva sa uzatvára na dobu určitú do 31.12.2024.
L:	Odmena	Za poskytnutie Licencie Nadobúdateľ licencie zaplatí ŠportPro odmenu v sume 150.000,- EUR + DPH v príslušnej sadzbe na základe faktúry ŠportPro na bankový účet ŠportPro nasledovne: (i) 60% z celkovej Odmeny do 10 dní od podpisu tejto Zmluvy, t.j. 108.000,- EUR vrátane 20% DPH (ii) 40% z celkovej odmeny najneskôr do 31.1.2025, t.j.72.000,- EUR vrátane 20% DPH
M:	Počet prenosov	Bez obmedzenia
N:	Výluka práv (Excluded Rights)	Z Licencie sú vylúčené nasledovné práva: (i) Využitie v modeli Video-on-Demand and Pay-Per-View ; a (ii) Radio Rights, Official Film Rights, Storage Media Rights, Public Viewing Rights, Betting Rights, In-Flight Rights, In-Ship Rights, Metaverse Rights a VR Rights . Pre vylúčenie pochybností Customary Public Viewings vysielania Broadcaster Coverage Nadobúdateľom licencie sú povolené.
O:	Poskytnutie Broadcast Feed, ostatná infraštruktúra a technické náklady	(i) CONMEBOL sprístupní Nadobúdateľovi licencie Official Match Feeds z miesta ich pôvodu do miesta odberu, ktoré CONMEBOL určí a oznámi Nadobúdateľovi licencie. Všetky náklady a práce súvisiace s poskytnutím Official Match Feeds do miesta odberu, v zmysle vyššie uvedeného, sa hradia osobitne na základe osobitnej dohody o technických nákladoch. Nadobúdateľ licencie znáša všetky náklady vzniknuté

		<p>prevzatím a retransmisiou Official Match Feeds, Broadcaster Footage a Broadcaster Audio z miest odberu vrátane všetkých nákladov na downlink, obsluhu pozemnej stanice, uplink a satelitný priestor.</p> <p>(ii) Nadobúdateľ licencie je oprávnený pri výrobe Broadcaster Coverage a Broadcaster Audio, za splnenia podmienok článku 6 Prílohy 2, využiť určené miestne priestory a služby zriadené CONMEBOL alebo v jeho mene, v závislosti od ich dostupnosti a miestnej infraštruktúry a povolenia CONMEBOL. Nadobúdateľ licencie znáša všetky náklady a práce súvisiace s poskytnutím takýchto miestnych priestorov a služieb.</p>
P:	Záväzky pri vysielaní	Nadobúdateľ licencie sa zaväzuje vynaložením maximálneho úsilia zabezpečiť vysielanie podľa nasledovných požiadaviek: všetky Zápasy, otváracie a zatváracie ceremónie a trofejovú ceremóniu živým vysielaním každým z povolených spôsobov vysielania.
Q:	Oznámenia	<p>Akákkoľvek korešpondencia a dokumenty budú v rámci plnenia predmetu zmluvy posielané prioritne e-mailom, osobne alebo poštou doporučenou zásielkou. Písomnosti zaslané e-mailom budú považované za doručené, len pokiaľ adresát potvrdí jeho prijatie tiež e-mailom.</p> <p>Kontaktnými osobami za ŠportPro sú:</p> <p>Ing. Vojtech Miklós, mobil: XXXXXXXX, e-mail: miklos@sportprogress.sk</p> <p>Ing. Boris Šimonič, mobil: XXXXXXXX, e-mail: simonic@sportprogress.sk</p> <p>Kontaktnou osobou za RTVS je:</p> <p>Robert Méder, mobil: XXXXXXXX, e-mail: robert.meder@rtvs.sk</p>
R:	Ostatné dojednania:	<p>Licenčné práva k Licencii sa riadia právom Švajčiarska a podmienkami zakotvenými v anglickom jazyku. Zmluvné strany preto pripojili Prílohu 1 a Prílohu 2 k Zmluve, ktoré bližšie určujú práva a povinnosti vo vzťahu k Licencii, v pôvodnom anglickom znení a takto sú ňou viazaní podľa významu im pôvodne pripisovanému.</p> <p>Pojmy zvýraznené tučným písmom použité v týchto Základných podmienkach Zmluvy sú definované v Prílohe 1 Zmluvy a majú význam podľa tejto ich definície.</p>
<p>Zmluva bola vyhotovená v dvoch exemplároch, z ktorých každý má hodnotu originálu. Každá zmluvná strana obdrží jeden exemplár.</p> <p>Podpísané riadne oprávnenými zástupcami zmluvných strán:</p>		

V Bratislave, dňa

V Bratislave, dňa

Rozhlas a televízia Slovenska
Ľuboš Machaj, generálny riaditeľ

ŠPORT PROGRESS, s.r.o.
Ing. Boris Šimonič, konateľ
Viktor Miklós, konateľ

PRÍLOHA 1**DEFINITIONS**

Account means the bank account detailed in Clause 2.4 of Schedule 2 or such other bank account(s) as CONMEBOL may, from time to time, notify the LICENSEE in writing pursuant to Clause 2.4.1 of Schedule 2.

Applicable Law means all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority, including any local laws and regulations relating to protected or "listed" events, but for the avoidance of doubt, excluding internal regulations, guidelines and similar directives of CONMEBOL and/or of the LICENSEE;

Authorized Sub-Licensee shall have the meaning ascribed to it in Clause 13.2 of Schedule 2.

Betting Rights means all rights to exhibit coverage (in whole or in part) of the Competition on a live basis only: (i) on betting websites and mobile applications on the strict condition that such coverage may only be viewed by registered betting account holders who have either paid a fee or deposited funds with the applicable bookmaker prior to viewing for the purpose of betting; and/or (ii) within betting establishments.

Branding Requirements means any regulations, restrictions and limitations issued from time to time by, or on behalf of, CONMEBOL relating to the use of the official titles of the Competition and Competition Marks.

Broadcast Rights means the rights set out in Section H of the Principal Terms.

Broadcaster Commentary means, in respect of a Match, the contemporaneous verbal account and description of such Match in the Language(s) produced by, or on behalf of, the LICENSEE.

Broadcaster Coverage means the Official Match Feeds, Broadcaster Footage, Broadcaster Audio, Broadcaster Commentary and any Past Competition Footage.

Broadcaster Footage means any moving image visual-only and/or audiovisual material of any element of, and/or relating to, any Match which is produced by, or on behalf of, the LICENSEE pursuant to the terms of this Agreement.

Broadcasting Requirements means any regulations, restrictions and limitations issued from time to time by, or on behalf of, CONMEBOL relating to the production, distribution and transmission of Broadcaster Coverage.

Cable means the television broadcast signal delivery system / technology pursuant to which electronic or electromagnetic signals carrying audio-only material, still and moving image visual-only and/or audiovisual material, text and data are transmitted (whether in analogue or digital formats), for intelligible reception on television sets only and not, for the avoidance of doubt, on mobile handheld devices, by way of coaxial, fibre-optic or any other form of cable, or by means of microwave dish systems (commonly known as MMDS or wireless cable), master antenna television systems (MATV) and satellite master antenna systems (SMATV). For the avoidance of any doubt, Cable excludes any telecommunications / broadcast signal delivery system or technology utilising TCP/IP protocols and/or related protocols (including Internet transmission).

Commercial Rights Holder means any entity to which any sponsorship or other commercial rights have been, or may be, lawfully assigned, licensed, sub-licensed or sub-contracted by, or on behalf of, CONMEBOL in relation to the Competition.

Competition shall have the meaning ascribed to it in Section D of the Principal Terms.

Competition Marks mean, in relation to the Competition, CONMEBOL's standard two-dimensional graphic representations of the official emblem, the official mascot (if any), the official title and the official trophy including any foreign translation and any permutation thereof as may be introduced by CONMEBOL from time to time.

CONMEBOL Digital Platforms means the websites, web pages, internet accounts and/or apps owned and/or controlled by CONMEBOL from time to time and any social media page or account owned, controlled and/or operated by CONMEBOL.

CONMEBOL Logos mean the official emblem of CONMEBOL including any foreign translation and any permutation thereof as may be introduced by or on behalf of CONMEBOL from time to time.

Customary Public Viewing means any Public Viewing which occurs as a result of the reception of regular television transmissions in public establishments such as cinemas, bars, restaurants, stadia, offices, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments and hospitals by means of Free and/or Pay transmissions provided that such Public Viewings are not commercialized in any way (including, without limitation and for example, by means of entrance fees, sponsorship, merchandising, broadcast sponsorship and supplier opportunities) and provided that, in the case of Pay transmissions, such transmissions are received pursuant to bona fide commercial subscription arrangements entered into between the LICENSEE and the owners / operators of such establishments on arm's length terms.

Dentsu means Dentsu Inc. of 1-8-1 Higashi-shimbashi, Minato-ku, Tokyo 105-7001, Japan.

Event of Force Majeure means any event affecting performance of either party's obligations under this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of the affected party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic or other natural physical disaster power outage (due to natural disasters or other reasons outside

CONMEBOL's reasonable control), satellite or other communications links or technical failure, war, military operations, riot, crowd disorder (outside the stadia and other locations not directly managed by CONMEBOL), strike, lock-outs or other industrial action, terrorist action, civil commotion and any governmental response to any of the foregoing. For the avoidance of doubt, any impact of the Covid-19 pandemic is an Event of Force Majeure for the purposes of this agreement.

Excluded Rights means the rights set out in Section N of the Principal Terms and "**Excluded Right**" shall refer to any one of the Excluded Rights.

Exclusivity means the exclusivity set out in Section H of the Principal Terms.

Free means any audiovisual service or channel (or package of services or channels) which may be viewed by all recipients without any payment other than fees (including reception fees for a public service free-to-air television broadcaster in the Territory or taxes imposed by any state or local government (or agency thereof) for ownership of a television set or for general reception of, or access to, such service or channel (or package of services or channels).

Highlights mean in respect of a Match: (i) any edited and recorded still or moving image segment(s) or extract(s) of the relevant Official Match Feeds and/or Broadcaster Footage, and (ii) any edited and recorded segment(s) or extract(s) of the relevant Broadcaster Audio.

In-Flight Rights mean: (a) all rights to transmit and/or exhibit, by means of any media / platform whatsoever (including Terrestrial, Cable, Satellite, Internet and Mobile), any audio-only, still or moving visual-only or audiovisual material, data and/or textual material of, and/or relating to, the Competition (including the Official Match Feeds), whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight entertainment system aboard any aircraft anywhere in the world; and (b) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.

In-Ship Rights means: (a) all rights to transmit and/or exhibit, by means of any media / platform whatsoever (including Terrestrial, Cable, Satellite, Internet and Mobile) any audio-only, still or moving visual-only, audiovisual material, data and/or textual material of, and/or relating to, the Competition (including the Official Match Feeds), whether on a live basis or otherwise, for reception and/or exhibition on any ship when in International waters, namely the open oceans, seas, and waters of the world that are: (i) outside the territorial waters of any nation; (ii) outside of any national jurisdiction; and (iii) deemed as such in accordance with international maritime law (for the avoidance of doubt, international waters do not include enclosed or semi-enclosed regional seas and estuaries, rivers, lakes, groundwater systems (aquifers) and wetlands; and (b) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.

Intellectual Property means all copyright, intellectual property and other rights of any nature whatsoever howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trademarks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

Internet means the digital data delivery system pursuant to which electronic or electromagnetic signals capable of carrying audio-only material, still and moving image visual-only and/or audiovisual material, text and data are transmitted, for intelligible reception on any device capable of accommodating open protocol (including televisions, personal computers, set-top boxes and other Internet-enabled devices) by way of TCP / IP protocols and/or any related or successor protocol (including DSL, X-DSL and IPTV) and bandwidth suitable for high quality, clear and continuous reception of moving sports images. For the avoidance of doubt "Internet" includes so-called IPTV services and so-called Over-The-Top or OTT services.

Language(s) shall have the meaning ascribed to it in Section G of the Principal Terms.

License Fee shall have the meaning ascribed to it in Section L of the Principal Terms.

Matches mean the football matches (including the toss, playing of national anthems, extra time and penalty shoot-out phases of each such match and any official Competition ceremony taking place before or after such Match including any opening ceremony, closing ceremony or trophy presentation) comprising and forming the Competition; and "**Match**" refers to any one of the Matches.

Media Rights shall have the meaning ascribed to them in Clause 1.1 of Schedule 2.

Metaverse Environment means a digital virtual space which may incorporate aspects of Social Media, online gaming, augmented reality (AR), virtual reality (VR), cryptocurrencies and other digital technologies to allow users to interact virtually.

Metaverse Rights means all rights to exhibit any audio-only, still or moving visual-only, audiovisual material, data and/or textual material of, and/or relating to, the Competition (including any Broadcaster Coverage), whether on a live basis or otherwise, within a Metaverse Environment.

Mobile means the digital transmission (excluding by any Internet transmission) of still and/or moving image visual-only and/or audiovisual material by way of: (i) any of the following wireless communications technologies: General Packet Radio Services (GPRS), Global System for Mobile Communications (GSM), Enhanced Data GSM Environment (EDGE), Code Division Multiple Access (CDMA), High Speed Circuit Switched Data (HSCSD), Personal Communications Networks (PCN), Wireless Application Protocol (WAP), Universal Mobile Telecommunications System (UMTS) and any similar, related or derivative

technology now known or devised or invented in the future; and (ii) any other wireless technology whether now known or hereinafter devised or invented including, without limitation, Digital Video Broadcasting – Handheld (DVB-H) and IP Datacast over DVB-H (commonly known as IP Datacast) which enables the transmission to, and/or intelligible reception by, any handheld mobile device of audio-only material, still or moving visual-only and/or audiovisual material, data and/or textual material.

Official Film Rights mean all rights to create, produce and/or transmit (in any media whatsoever including, without limitation, theatrical release and fixed media storage devices such as DVD and CD-ROM) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, CONMEBOL and/or the Competition (or any part thereof).

Official Match Feeds means, in respect of a Match, the live and continuous international broadcast quality moving image video signals of such Match incorporating slow motion replays, titles and any graphics selected by CONMEBOL, with integrated international ambient sound and audio on a separate track, which is to be produced by the host broadcaster. The graphics contained in the Official Match Feeds shall be of a number, size, appearance and purpose as may be determined by CONMEBOL in their sole discretion and may integrate copyright notices, trademark legends and references to the CONMEBOL Digital Platforms, the CONMEBOL Logos, Competition Marks and/or on-screen credits of selected Commercial Rights Holders, in each case as CONMEBOL may, from time to time, reasonably specify and/or require.

Other Licensee means any third party which is or has been granted a license of: (i) certain rights similar to the Media Rights for exercise outside of the Territory, and/or (ii) the Excluded Rights and/or the rights reserved in Clause 4 of Schedule 2 (or any part thereof) for exercise anywhere in the world (including the Territory).

Past Competition Footage mean moving image audiovisual and/or visual-only materials of any football match comprising any edition of the CONMEBOL Copa America, which is staged prior to the Competition.

Pay means any audiovisual service or channel (or package of services or channels) for which recipients must pay to view, other than the payment of fees (including reception fees for a public service free-to-air television broadcaster in the Territory or taxes imposed by any state or local government (or agency thereof) for ownership of a television set or for general reception of, or access to, such service or channel (or package of services or channels) but excluding any Pay-Per-View.

Pay-Per-View means transmissions in respect of which: (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) or per package of programmes basis (which charge(s) shall be in addition to any subscription fees or charges paid by viewers / listeners in consideration for the right to view / listen to the particular service or channel of which the transmission forms part); and (ii) the time for each such transmission is designated by the provider of that transmission (and not by the viewer).

Permitted Media shall have the meaning ascribed to it in Section I of the Principal Terms.

Public Viewing means the exhibition, by means of any media whatsoever, of any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including, without limitation, the Official Match Feeds, Broadcaster Footage, Past Competition Footage, Broadcaster Audio and Broadcaster Commentary) of, and/or relating to, the Competition (or any part thereof) to an audience located in any place other than a private dwelling.

Public Viewing Rights mean all rights to organize and stage a Public Viewing (whether or not such exhibition is open to the general public or otherwise) and all rights to exploit any and all commercial opportunities (including, without limitation and for example, entrance fees, sponsorship, merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, a Public Viewing. For the avoidance of any doubt, Public Viewing Rights exclude: (i) Customary Public Viewings; (ii) In-Flight Rights; (iii) In-Ship Rights and (iv) Betting Rights.

Radio means the transmission of audio-only programming by means of any media whatsoever.

Radio Rights means all rights to transmit by means of any media whatsoever any materials of, and/or relating to the Competition as part of, and for inclusion in, any audio-only (radio) service or programme for reception in the Territory (or any part thereof) and in the Language(s). For the avoidance of doubt the Radio Rights do not include the transmission of any visual images.

Satellite means the television broadcast signal delivery system / technology pursuant to which electronic or electromagnetic signals carrying audio-only material, still and moving image visual-only and/or audiovisual material, text and data are transmitted (whether in analogue or digital formats), for intelligible reception on television sets only and not, for the avoidance of doubt, on mobile handheld devices, by means of a satellite system whereby such signals are initially transmitted to a satellite situated beyond the Earth's atmosphere and is subsequently re-transmitted by transponders or similar devices for reception by a satellite dish and decoding at the place where the viewer will view such transmission / signals.

Social Media means websites and applications that enable users to create and share content or to participate in social networking.

Storage Media Rights mean all rights to exhibit, exploit and/or distribute any audio-only material, still or moving visual-only or audiovisual material, data and/or textual material (including the Official Match Feeds, Broadcaster Footage, Past Competition Footage, Broadcaster Audio and Broadcaster Commentary) of, and/or relating to, the Competition (or any part

thereof) by means of any magnetic, electronic or digital storage device including, without limitation, DVD, VHS or CD-Rom or by means of making such material available to download (whether for renting or purchase).

Term shall have the meaning ascribed to it in Section K of the Principal Terms.

Terrestrial means the television broadcast signal delivery system pursuant to which electronic or electromagnetic signals carrying audio-only material, still and moving image visual-only and/or audiovisual material, text and data are transmitted (whether in analogue or digital formats) by fixed land-based television transmission stations for intelligible reception on television sets only and not, for the avoidance of doubt, on mobile handheld devices.

Territory shall have the meaning ascribed to it in Section F of the Principal Terms.

Video-on-Demand means any transmission of an audiovisual programme or package of audiovisual programmes in respect of which the time for each such transmission is designated by the viewer and not from a selection of viewing times scheduled by the provider of that transmission (whether or not a charge or charges are levied in respect of such transmission).

VR Rights means all rights to transmit and/or exhibit simulated digital visual recreations of the Matches (with or without the relevant real audio from the Matches) in whole or in part and whether in real time or on a delayed basis.

PRÍLOHA 2
STANDARD TERMS

1. Grant of Rights

In consideration of and subject to the performance by the LICENSEE of its obligations in this Agreement, CONMEBOL hereby grants to the LICENSEE the Broadcast Rights, subject to the Exclusivity, for the Licensed Matches, for transmission using the applicable Permitted Media, during the Term, in only the Territory, in only the Language(s) and otherwise subject to all the terms and provisions set out under this Agreement ("the Media Rights"). Any and all rights not specifically granted to LICENSEE are excluded from this Agreement and may be freely exploited by CONMEBOL. In exercising the Media Rights, LICENSEE shall comply with the terms of the Broadcasting Requirements.

be paid by LICENSEE, and not by any other LICENSEE branch, subsidiary, affiliated and/or parent companies.

2. Alteration and Edit of Official Match Feeds

3.1. In relation to the exercise of the Media Rights (or any part thereof), the LICENSEE shall not:

- (i) in any way cut, alter, modify or edit the Broadcaster Coverage (or any part thereof) other than to:
 - a. create permitted Highlights;
 - b. add subtitles in the Language(s) in accordance with international broadcast standards;
 - c. superimpose permitted graphics or factual information, in each case without any commercial elements whatsoever (including, for example, premium telephone and/or SMS / MMS numbers);
 - d. superimpose its own customary channel identification logo; and
 - e. when there are simultaneous Matches during the final round of group stage Matches, the picture may be altered, for example, by being split or shrunk or a small window appearing in the picture, in order to show an important moment in the other live Match, provided that each such alteration or editing is in compliance with the Broadcasting Requirements and Branding Requirements and does not in any way delete, alter or interfere with the content of the individual visual frames of the Broadcaster Coverage (or any part thereof) nor affect the integrity of the same in any way including, without limitation and by way of example only, by "shrinking" the Match play, or including "crawler" or "ticker" messages or electronic / virtual enhancements (including, without limitation, virtual advertising boards) on screen during Match play other than where the same has been approved by CONMEBOL in writing in advance; nor
- (ii) insert any commercial breaks or other interruptions whatsoever (including, for example, cutaways and sponsorship reminders) during actual Match play (which, for the avoidance of any doubt, includes the first half, the second half, extra-time periods, from the beginning until the end of penalty kicks and any trophy presentation) in live transmissions of the Official Match Feeds and/or the Broadcaster Footage; nor
- (iii) include in the Broadcaster Coverage any commercial or other identification other than as expressly permitted in this Agreement; nor
- (iv) use or exploit, nor permit to be used or exploited by any third party, any still or moving video images or audio sound contained in the Broadcaster Coverage (or any part thereof), or any other still or moving video images or audio sound of, or associated with, any Match including, without limitation, any still picture, graphical image or audio sound derived therefrom as follows:
 - a. in any advertisement in any medium whatsoever marketing and/or promoting any goods and/or services; or
 - b. as any form of express or implied endorsement of any products or services by any of CONMEBOL and/or the Competition (or any part thereof); nor
- (v) permit any third party (not being a Commercial Rights Holder) which acquires any commercial airtime opportunities (as expressly permitted under this Agreement) during, or around, transmissions of the Broadcaster Coverage (or any part thereof) to utilize and/or promote any such opportunities in any manner which, in the reasonable opinion of CONMEBOL, gives rise to, or may give rise to, the belief that such third party is in any way officially associated with any of CONMEBOL and/or the Competition (or any part thereof); nor
- (vi) in the event that LICENSEE is permitted to utilize Social Media channels and platforms to exploit the rights granted to it hereunder, LICENSEE shall not do so in any manner which creates any association between the Social Media channel or platform and CONMEBOL or the Competition and, in particular, does not create any impression that the Social Media channel or platform is a sponsor of the Competition. Furthermore, any Match footage appearing on Social Media must be geo-blocked to the Territory in accordance with Clause 7 below.

3. Excluded Rights and Carve-outs

4.1. Any and all rights and licenses not expressly included in the Media Rights (including, without limitation, the Excluded Rights, set out in Section N of the Principal Terms), are hereby expressly reserved to CONMEBOL for their own unrestricted use, exploitation and benefit without any reference whatsoever to the LICENSEE, and the LICENSEE shall not in any way whatsoever exercise, nor permit the exercise of, nor assert or represent that it has any right, title or interest in, or to, any such rights (including the Excluded Rights).

4.2. Throughout the Term, CONMEBOL shall, without any payment whatsoever to the LICENSEE, be entitled to:

- (i) transmit, in the Territory (or any part thereof), Highlights of the Official Match Feeds, Broadcaster Footage and Broadcaster Audio, in each case of up to three (3) minutes in duration of each Match, via the CONMEBOL Digital Platforms transmitted via any and all forms of media whether now known or hereafter invented (including, without limitation, such mobile applications as may be made available from time to time in connection with the CONMEBOL Digital Platforms);
- (ii) grant to any Commercial Rights Holder a non-exclusive license to transmit in the Territory, Highlights, excerpts and/or extracts of the Official Match Feeds, Broadcaster Footage, Broadcaster Commentary and Broadcaster Audio (including from any transmissions thereof by the LICENSEE and/or any Authorized Sub-Licensee), in each case of up to three (3) minutes in duration per Match for inclusion within such Commercial Rights Holder's advertising and promotional materials via any and all forms of media, but always at least one (1) hour after the final whistle of the Match;
- (iii) grant to any third party a non-exclusive license to transmit Highlights as part of, and/or for bona fide inclusion in, any Territory, pan-regional and/or international news bulletin and news purpose (the "News Access") in the Territory (or any part thereof) by means of any media whatsoever always provided that:
 - a. each such inclusion shall comprise not more than three (3) minutes in duration of Highlights of each Match (or any longer period permitted by applicable laws or regulations); and
 - b. such Highlights of each Match may only be transmitted one (1) hour after the final whistle of the Match; and
- (iv) grant to any third party the non-exclusive license of the right to transmit, in the Territory (or any part thereof) and by means of any media whatsoever up to three (3) minutes Highlights of each Match for any purpose whatsoever.

4.3. CONMEBOL and/or its nominees, without any payment whatsoever to the LICENSEE, may grant to third party(ies) who own or control the establishments described in this Clause 4.3 the right to:

- (i) exhibit by means of closed-circuit television any audiovisual and/or audio only coverage of the Competition (or any part thereof) at military bases and similar establishments and embassies and consulates located in the Territory (hereinafter "Foreign Installations"); and
- (ii) transmit such audiovisual and/or audio only coverage by securely encrypted means only to Foreign Installations for the purposes of enabling such closed-circuit television exhibitions, provided that the availability of such transmissions and exhibitions are not promoted outside of the Foreign Installations in question.

4. Special Conditions

5.1. CONMEBOL Institutional Spots.

In the event that CONMEBOL makes available to the LICENSEE promotional broadcast spots highlighting CONMEBOL and its institutional programmes, the LICENSEE shall use its reasonable endeavors to broadcast such spots as part of its Competition programming, in particular its Match-day broadcasts.

5.2. On-Screen Package

CONMEBOL will make available to LICENSEE an on-screen design package featuring opening and closing sequences, break bumpers and certain graphics. Such package may be included to some extent on the Official Match Feeds and/or provided separately to the LICENSEE, only when **CONMEBOL** does not send the feed produced with graphics. LICENSEE is obliged to use the graphic elements provided by CONMEBOL in its Broadcaster Coverage in full and shall not use any other graphic elements or alter the graphic elements provided by CONMEBOL in any way. **LICENSEE** acknowledges that some of the graphic elements include logos or credits of a commercial nature and such graphic elements shall be used in full as per the instructions of **CONMEBOL**. **LICENSEE** is obliged to use the opening and closing sequences and break bumpers provided by CONMEBOL in its Broadcaster Coverage. For the avoidance of doubt, if **CONMEBOL** provides such package included in the Official Match Feeds, **LICENSEE** shall use it in full and if **CONMEBOL** provides the Official Match Feeds without such package, **CONMEBOL** will provide **LICENSEE** with such package separately and **LICENSEE** shall use it in full as per the instructions of **CONMEBOL**, except to the extent that doing so would infringe Applicable Law.

5.3. Support Programming

The LICENSEE shall have the right to create support programming in relation to the Competition such as, by way of example only, Highlights programmes.

5.4. Broadcaster Commentary

The LICENSEE shall ensure that:

- (i) the Broadcaster Commentary does not include anything which, in CONMEBOL's opinion, is false or malicious in relation to any of CONMEBOL, the Competition, the Commercial Rights Holders and/or Other Licensees; and
- (ii) no commercial elements whatsoever (including advertisements of any kind) are featured and/or incorporated in, and/or during its transmissions of, Broadcaster Commentary.

5.5. Use of Highlights

The LICENSEE may transmit and reproduce Highlights only for genuine news purposes, to promote the Matches and its forthcoming transmissions of the Broadcaster Coverage of each Match to create the support programming contemplated in Clause 5.3 and to supplement its live, delayed and repeat transmissions of the Broadcaster Coverage, in each case as permitted hereunder. Highlights shall not be used for any commercial purpose whatsoever other than as expressly permitted in this Clause 5.5. By way of example only, Highlights may be used and/or reproduced by the LICENSEE in the following during the Term:

- (i) regularly scheduled news programmes (including sports news programmes);
- (ii) regularly scheduled sports magazine programmes;
- (iii) sports segments of other regularly scheduled programming including, for example, daily morning or afternoon programming;
- (iv) sports segment of year-end programming;
- (v) the support programming contemplated in Clause 5.3; and
- (vi) subject always to the Broadcasting Requirements and Branding Requirements, advertising and promotional materials (including trailers and vignettes) publicizing the Matches including the LICENSEE's forthcoming transmissions of the Broadcaster Coverage and the support programming contemplated in Clause 5.3.

5.6. Past Competition Footage

The LICENSEE may transmit, on a non-exclusive basis only, any Past Competition Footage, upon previous authorization of CONMEBOL, which it has in its own archives as a result of it being an official licensed broadcaster of the relevant past competition, as follows:

- (i) as part of its programming promoting the Competition and its broadcasts of the Broadcaster Coverage; and
- (ii) within its Broadcaster Coverage for the purposes of complementing LICENSEE's broadcast of the Competition.

CONMEBOL may request from LICENSEE, at any time, Past Competition Footage at no additional cost.

5. Venue Access

6.1. Subject always to the Broadcasting Requirements and relevant Competition accreditation procedures and regulations, the technical, operational and editorial personnel (including commentators) of the LICENSEE shall be provided accreditations for access to each Match venue (free of charge) and ancillary broadcast facilities and services (including studios, commentary positions, observer seats and space for broadcast vehicles) enabling the LICENSEE to exercise the Media Rights and to perform its obligations hereunder. The precise number of personnel so permitted access and the related accreditation passes and parking passes granted to the LICENSEE shall be determined by CONMEBOL in its sole discretion. The LICENSEE hereby indemnifies and holds harmless CONMEBOL on demand from and against any and all losses, demands, claims, damages, costs, expenses (including legal costs and expenses) and liabilities suffered and/or incurred by CONMEBOL, as applicable, and arising from, and/or in connection with, any breach by the LICENSEE of such accreditation procedures and/or regulations, and/or any act, error, default or omission of, the LICENSEE and/or any of its employees, agents, contractors and/or other representatives during the attendance at any Match venue.

6.2. The LICENSEE shall maintain, throughout the Term, adequate public liability and professional indemnity insurance which covers the activities of its personnel in any accredited areas. LICENSEE shall provide a copy of the insurance if CONMEBOL requests it.

6. Overspill and Encryption

7.1. The LICENSEE shall not in any way exercise, nor authorize or permit the exercise of, the Media Rights (or any part thereof) outside of the Territory.

7.2. The LICENSEE shall ensure that:

- (i) all of its transmissions of Broadcaster Coverage (or any part thereof), including, for the avoidance of doubt, any transmissions permitted on Social Media, are securely encrypted and/or geo-blocked (as appropriate) to CONMEBOL's satisfaction so as to prevent such transmissions from being intelligibly received outside of the Territory;

- (ii) it shall not, during the Term, create, in its general programming transmissions, any separate advertising windows / opportunities which are primarily targeted at any audience and/or market outside of the Territory; and
- (iii) digital rights management technologies and solutions are employed to CONMEBOL's satisfaction in relation to its transmissions of Broadcaster Coverage (or any part thereof) for the purpose of preventing content piracy.

7.3. If the LICENSEE's transmissions of Broadcaster Coverage (or any part thereof) by means of Free Terrestrial service(s) and/or channel(s) are capable of being viewed outside of the Territory, such overspill shall not constitute breach of this Agreement by the LICENSEE provided always that such overspill is incidental and unintentional.

7.4. The LICENSEE shall not authorize any third party to undertake any retransmission(s) of the LICENSEE's transmissions of Broadcaster Coverage (or any part thereof) which retransmission(s) is/are capable of intelligible reception outside of the Territory. The LICENSEE shall further ensure that all simultaneous Satellite transmissions and retransmissions of its channel(s) carrying Broadcaster Coverage (or any part thereof) are securely encrypted so as to prevent such transmissions from being intelligibly received anywhere outside of the Territory.

7.5. The LICENSEE acknowledges and agrees that transmissions of the Official Match Feeds, any unilateral footage or other programming relating to the Competition (or any part thereof) by Other Licensees which originate outside of the Territory may be intelligibly received in the Territory (or any part thereof) and that such overspill shall not constitute breach of this Agreement by CONMEBOL.

7. Commercial Opportunities; Advertising and Promotions

8.1. In relation to any and all commercial opportunities (which, for the avoidance of doubt, includes broadcast sponsorship opportunities and commercial advertising opportunities) in and around the LICENSEE's transmission of Broadcaster Coverage of each Match (including dedicated condensed versions and Highlights thereof), the LICENSEE shall grant to those Commercial Rights Holders that are notified to it by CONMEBOL the first right to purchase and acquire the same on a product category exclusivity basis in accordance with the procedure, set out in Clause 8.2 below.

8.2. The rights of purchase and acquisition referred to in the foregoing Clause 8.1 above shall be offered by the LICENSEE as follows:

- (i) the LICENSEE shall afford each relevant Commercial Rights Holder a period of not less than thirty (30) days to negotiate the terms of an agreement regarding such commercial opportunities. Such thirty (30) day negotiation period shall be reduced:
 - a. to seven (7) days, if the LICENSEE made its offer less than six (6) months before the commencement of the Competition; and
 - b. to two (2) days, if the LICENSEE made its offer less than three (3) months before the commencement of the Competition;
- (ii) the LICENSEE shall negotiate each such acquisition in good faith;
- (iii) the LICENSEE shall, on the same date, present written proposals contemporaneously to relevant Commercial Rights Holders outlining the terms and conditions of all such commercial opportunities and, for the avoidance of any doubt, shall not enter into any such commercial arrangement with any party (including Commercial Rights Holder) at any time prior to the date on which the written proposals are sent to all relevant Commercial Rights Holders; and
- (iv) if no agreement is reached within the relevant negotiation period, the LICENSEE may, subject to Clause 8.2(ii), thereafter enter into any such commercial opportunities arrangement with any third party.

8.3. Other than as permitted by CONMEBOL in writing, the LICENSEE shall ensure that no commercial or other identification of whatsoever nature (other than those of Commercial Rights Holders) is associated with, or featured or incorporated in, any of its transmissions of the Broadcaster Coverage (or any part thereof).

8.4. The LICENSEE shall ensure that each third party (not being a Commercial Rights Holder) which acquires any commercial airtime opportunities referred to in this Clause 8 does not:

- (i) use any of the CONMEBOL Logos, Competition Marks (or any derivation or colourable imitation thereof or the name(s) (whether official or otherwise) in such broadcast sponsorship and/or commercial airtime;
- (ii) use any audio-only material, still or moving visual-only or audiovisual material, data or textual material of, and/or relating to, any CONMEBOL event (including, without limitation, the Competition) in such broadcast sponsorship and/or commercial airtime; nor
- (iii) promote its broadcast sponsorship and/or commercial airtime in any way; and
- (iv) in the reasonable opinion of CONMEBOL, act in such a way which gives rise to, or may give rise to, the belief that such third party is in any way officially associated with any of CONMEBOL and/or the Competition.

8.5. All broadcast sponsorship designations that are to be granted by the LICENSEE to third parties (including Commercial Rights Holders) which acquire any form of broadcast sponsorship opportunities are subject to the prior written approval of CONMEBOL.

8.6. In the event that CONMEBOL considers an advertising or promotional activity of LICENSEE to be contrary to the terms of this Agreement or to the Broadcaster Requirements or the Branding Requirements, CONMEBOL may request full details of such activity and may request LICENSEE to amend or cease such advertising or promotional activity in which case LICENSEE shall comply with such request.

8.7. Subject always to the Branding Requirements and such other terms and conditions as may be required by CONMEBOL, the LICENSEE may use and/or reproduce the Competition Marks on a non-exclusive basis during the Term:

- (i) in the LICENSEE's transmissions of the Official Match Feeds pursuant to the terms of this Agreement;
- (ii) in the LICENSEE's advertising and promotional materials (including trailers and vignettes) for the sole purpose of publicizing:
 - a. the LICENSEE's forthcoming transmissions of the Broadcaster Coverage; and
 - b. the Competition;
 and,
- (iii) in the support programming contemplated described in Clause 5.3 of this Schedule 2.

Without prejudice to the foregoing, the LICENSEE may use the Competition Marks in a promotional sense only, and not for the advertising, marketing or promotion of any other product and/or service. For the avoidance of any doubt, nothing in this Agreement grants to the LICENSEE any right or license to use the CONMEBOL Logos (or any part thereof) and the LICENSEE shall not use and/or reproduce the CONMEBOL Logos (or any part thereof) at any time.

8.8. The LICENSEE shall not sell or supply any broadcast sponsorship or other commercial opportunity in connection with the exploitation of individual trailers, vignettes, clips or such like or where used in news programmes, and nor shall it permit any third party to undertake such sale or supply. For the avoidance of doubt, the sale or supply of broadcast sponsorship or other commercial opportunity in connection with entire Highlights programmes is permitted.

8.9. The LICENSEE shall, no later than two (2) months prior to the commencement of the Competition, present to CONMEBOL a comprehensive television programming schedule in respect of the Competition along with a commercial plan for LICENSEE's proposed advertising and promotion of the Competition.

8.10. LICENSEE may edit, modify, reduce, rearrange, add to and otherwise edit the pictures relating to the Competition and to insert such commercial following the rules described in Schedule 3, provided that **LICENSEE** shall not alter the substance, the credibility and the reputation of the Competition, of CONMEBOL and the participants.

8. CONMEBOL Branding and Trademark Protection

9.1. The LICENSEE shall comply with CONMEBOL's rules and guidelines relating to copyright notices and/or trademark legends published from time to time which shall include obligations to utilize any appropriate copyright notices and/or trademark legends.

9.2. Other than as expressly permitted by CONMEBOL in writing, the LICENSEE shall not, whether during or after the Term:

- (i) adopt, use or reproduce in any media whatsoever (including, without limitation, as any Internet domain name), or apply for trademark registration in respect of, any of the CONMEBOL Logos, Competition Marks or legal names that are owned, controlled or used by CONMEBOL or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, CONMEBOL), or any symbol, emblem, logo, mark or designation which, in CONMEBOL's reasonable opinion, is similar to, or is a derivation or colorable imitation of, any of the CONMEBOL Logos, Competition Marks or such legal names;
- (ii) whether directly or indirectly, do, nor authorize to be done, any act which would, or may, invalidate or challenge the trademark registration (including applications therefor) of, or invalidate, challenge or dilute CONMEBOL's right, title and interest to, any of the CONMEBOL Logos, Competition Marks or legal names that are owned, controlled or used by CONMEBOL or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, CONMEBOL). In particular, the LICENSEE shall not use, for any purpose whatsoever other than for editorial reference, the name of the host country or city or venue (or any derivation thereof) hosting any competition or event organized by, or under the auspices of, CONMEBOL in conjunction with the year or numerals indicating the year in which such competition or event takes place.

9. Intellectual Property and Music

10.1. All Intellectual Property that subsists in the Official Match Feeds and Past Competition Footage (including transmissions and recordings thereof by the LICENSEE and each sub-licensee and Authorized Sub-Licensee) shall be owned by

CONMEBOL for the full term of such Intellectual Property including all renewals, reversions and extensions thereof and thereafter in perpetuity.

10.2. All Intellectual Property that subsists in any audio-visual materials and/or visual-only materials filmed, recorded or produced by or on behalf of the LICENSEE within any Match venue (including any Broadcaster Footage, the Broadcaster Audio and Broadcaster Commentary), are upon creation thereof, hereby assigned by the LICENSEE free of charge to CONMEBOL for the full term of Intellectual Property including all renewals, reversions and extensions thereof and thereafter in perpetuity. In the case of copyright, such assignment includes assignment by way of a present assignment of future copyright. LICENSEE shall, at its own cost and expense, execute or cause to be executed all such other documents and do, or cause to be done, all such further acts and things as CONMEBOL may periodically require in order to vest in and secure to CONMEBOL, as applicable, the full benefit of the assets, rights and benefits to be transferred or granted to CONMEBOL, as applicable, under this Agreement and for the protection and enforcement of the same and otherwise to give full effect to the terms of this Agreement.

10.3. The Official Match Feeds may include music and footage the Intellectual Property in respect of which are not owned or controlled by CONMEBOL. The LICENSEE and each Authorized Sub-Licensee shall be solely responsible, at its own cost and expense, for obtaining any and all relevant performing rights clearances, permits and consents of any nature whatsoever in respect of its transmission, in the Territory, of any and all such third party music and footage included in the Official Match Feeds. CONMEBOL shall notify the LICENSEE of any such third-party music and footage that are to be so included and shall provide reasonable assistance to the LICENSEE (at no cost or expense to CONMEBOL) in obtaining such clearances, permits and consents. Notwithstanding any of the foregoing, CONMEBOL shall not be liable nor responsible for procuring and/or obtaining any such clearances, permits or consents for, or on behalf of, the LICENSEE and/or any Authorized Sub-Licensee.

10. Enhanced Television Coverage and Interactive Services

11.1. Subject always to CONMEBOL's prior written approval and to such restrictions as may be required by CONMEBOL, the LICENSEE may incorporate interactive television services in connection with its exercise of the Media Rights.

11. Reporting and other Obligations

12.1. The LICENSEE shall, within four (4) weeks from the official conclusion of the final Match of the Competition, provide to CONMEBOL full statistical audience data and information relating to the LICENSEE's live transmissions of the Official Match Feeds of each Match including audience reach and demographics in the Territory, the date(s) and time(s) of transmission of the Official Match Feeds, whether such transmission was live and/or delayed, comparison with other sports in the same week or period, additional coverage in other programmes, news, repeats and all other relevant information, in each case to the extent that the same is available and LICENSEE is not prevented from providing this by legal obligations.

12. Assignment and Sub-Licensing

13.1. The LICENSEE shall not, without CONMEBOL's prior written consent which may be withheld in its sole discretion, assign, transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement in any manner whatsoever. Each party enters into this Agreement as principal not agent. The LICENSEE shall not, without CONMEBOL's prior written consent which may not be withheld unreasonably, sub-license this Agreement or any rights or obligations under this Agreement. Without prejudice to the foregoing, LICENSEE acknowledges that all potential sub-licensees (including any affiliates of LICENSEE) must first pass a CONMEBOL compliance check before they can be approved for sub-licensing and LICENSEE undertakes to provide all the necessary information for such compliance check at the latest thirty (30) days prior to the opening Match. LICENSEE acknowledges that, if such information is provided after such deadline then there may not be sufficient time to complete the compliance check and appoint the sub-licensee.

13.2. To the extent that CONMEBOL grants its consent for LICENSEE to sub-license any of the Media Rights (in accordance with Clause 13.1 above) to a third party ("Authorized Sub-Licensee"), such approval shall be subject, in all cases, to Clauses 13.3, 13.4 and such other terms and conditions as may be specified by CONMEBOL from time to time.

13.3. The LICENSEE agrees and undertakes to CONMEBOL that:

- (i) the LICENSEE shall at all times be responsible for the acts and omissions of each Authorized Sub-Licensee and nothing in this Agreement (including any approval given by CONMEBOL in relation to any Authorized Sub-Licensee) shall release the LICENSEE from any of its obligations set out herein or of any liability for any act or omission on the part of any Authorized Sub-Licensee;
- (ii) any sub-license of any of the Media Rights that has been approved by CONMEBOL in writing shall be documented by way of separate legally binding written agreement entered into between the LICENSEE and the Authorized Sub-Licensee in question ("Sub-License Agreement");
- (iii) each Sub-License Agreement shall reproduce (mutatis mutandis) all of the terms, conditions, requirements and restrictions (including the Special Conditions in Clause 5 of this Schedule 2) set out in this Agreement (other than as expressly set out in this Clause 13 and save for all of CONMEBOL's rights of approval, permission or consent, which shall be retained by CONMEBOL) and the LICENSEE shall procure that each Authorized Sub-Licensee fully observes and complies with all such terms and conditions;

(iv) each Sub-License Agreement shall contain provisions:

- a. stating that the relevant Authorized Sub-Licensee shall, under no circumstances (neither in case of termination of this Agreement and/or such Sub-License Agreement, nor in any other case) have any rights or claims against CONMEBOL;
- b. confirming that the Authorized Sub-Licensee shall not be entitled to grant further sub-licenses other than with the prior written consent of CONMEBOL which may be withheld in its sole discretion;
- c. provide CONMEBOL with the unconditional right to suspend or terminate the Sub-License Agreement where the Authorized Sub-Licensee in question is in material breach of such Sub-License Agreement;
- d. in the event of termination of this Agreement for whatsoever reason the Sub-License Agreement shall terminate automatically, and all rights granted thereunder shall immediately and automatically revert back to CONMEBOL for its discretionary use; and
- e. stating that, notwithstanding any confidentiality provisions set out within the Sub-License Agreement the Authorized Sub-Licensee shall be contractually obligated to share the Sub-License Agreement (and/or variation thereof or amendment thereto) with CONMEBOL in a fully un-redacted form.

13.4. The LICENSEE acknowledges that signal security is of the utmost importance and agrees that it will not pass on the Official Match Feeds or parameters, or any Broadcaster Footage, Broadcaster Commentary or Past Competition Footage to any third party that is not an Authorized Sub-Licensee and it shall not give any such third party access to the same.

13. Term, Termination and Suspension

14.1. This Agreement shall commence and be binding on the parties as of the date set out in Section A of the Principal Terms and shall continue, unless terminated by either party in accordance with the terms of this Agreement, until the end of the Term set out in Section K.

14.2. CONMEBOL may (without prejudice to its other rights under this Agreement or at law) terminate this Agreement forthwith by notice in writing to the LICENSEE if:

- (i) the LICENSEE is in default or 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 CONMEBOL within fourteen (14) days of a written request so to do (such period being reduced to twenty four (24) hours in the event that the breach occurs in the period commencing fourteen (14) days prior to the Competition and ending on the day after the final Match);
- (ii) the LICENSEE 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 sixty (60) days; or
- (iii) the LICENSEE becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganization) or enters into any arrangement, composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets or if the LICENSEE ceases or threatens to cease to carry on business or if, at a creditor's or at its request, any bankruptcy or other similar proceedings are instituted against the LICENSEE, or if the LICENSEE commits or suffers any act or event equivalent or analogous to any of the foregoing in any jurisdiction to which it is subject.

14.3. LICENSEE may (without prejudice to its other rights under this Agreement or at law) terminate this Agreement forthwith by notice in writing to the CONMEBOL if:

- (i) CONMEBOL is in default or 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 LICENSEE within fourteen (14) days of a written request so to do;
- (ii) CONMEBOL becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganization) or enters into any arrangement, composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets or if CONMEBOL ceases or threatens to cease to carry on business or if, at a creditor's or at its request, any bankruptcy or other similar proceedings are instituted against CONMEBOL, or if CONMEBOL commits or suffers any act or event equivalent or analogous to any of the foregoing in any jurisdiction to which it is subject.

14.4. Without prejudice to the generality of Clauses 14.2 and 14.3 above, each party may, in addition, terminate this Agreement forthwith by notice in writing to the other party if it has reasonable grounds to believe that:

- (i) any declaration made by the other party pursuant to Clause 22 below is or, at any time during the Term becomes, false (or that the party is otherwise in breach of any of the obligations ascribed to the party in that Clause); or
- (ii) any party is, or at any time during the Term becomes, in breach of any of the representations, warranties or undertakings it gives to the other party hereunder pursuant to Clause 17 below.

14.5. Each party's rights to terminate this Agreement shall be without prejudice to the other rights and remedies it may have under this Agreement or at law.

14.6. CONMEBOL shall have the right, without prejudice to any other rights or remedies available to it under this Agreement or at law, to suspend the Media Rights during any period in which the LICENSEE is in breach of any of its obligations under this Agreement. For the avoidance of doubt, the LICENSEE shall remain obliged to pay the License Fee (and any other amounts payable hereunder) in full notwithstanding any such suspension or withholding.

14. Consequences of Termination

15.1. Upon expiry or earlier termination (for whatever reason) of this Agreement if this Agreement has been terminated by:

- (i) either party, all rights, licenses, permissions, consents and authorities (including, without limitation, the Media Rights) granted to the LICENSEE hereunder shall immediately be revoked and cancelled and shall revert to CONMEBOL;
- (ii) either party, the LICENSEE shall forthwith cease to exercise, use, and/or enjoy the Media Rights;
- (iii) LICENSEE, all sums that have already been paid by the LICENSEE to CONMEBOL hereunder, as at the date of termination or expiry of this Agreement, shall remain fully with CONMEBOL and CONMEBOL shall not be obligated to refund any such sums; provided that if CONMEBOL is in breach of this Agreement at the time of termination and: (a) the value of any Media Rights provided is less than the value of payments already made by LICENSEE, it will provide LICENSEE with the equivalent Media Rights for the remaining period commensurate with the Media Rights that were paid for and not enjoyed by LICENSEE (for the avoidance of doubt, such remaining period shall not exceed the Term); and (b) the value of any Media Rights provided exceeds the value of payments made by LICENSEE, LICENSEE shall pay to CONMEBOL the difference in value on a pro rata basis;
- (iv) CONMEBOL, all sums that have already been paid by the LICENSEE to CONMEBOL hereunder, as at the date of termination or expiry of this Agreement, shall remain fully with CONMEBOL and CONMEBOL shall not be obligated to refund any such sums and all amounts of the License Fee not received by CONMEBOL from the LICENSEE as at the date of termination or expiry of this Agreement shall, if not already due and payable, become due and payable immediately upon such termination or expiry and be paid forthwith together with any accrued interest on the same.

15.2. 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.

15. Confidentiality

16.1. Each party undertakes at all times hereafter to keep as strictly confidential and to not disclose any information, technical know-how, experience and other confidential data which belongs to the other party or any information and documents generated by that party regarding its performance of this Agreement (the "Confidential Information").

16.2. The receiving party may only disclose the Confidential Information to its associates, officers, employees, media agencies (provided that they are directly hired and managed by each party) and/or professional advisers (which, in respect of CONMEBOL, shall include CONMEBOL's consultant, Dentsu) ("Permitted Recipients") where it is strictly necessary in order to comply with its obligations under this Agreement.

16.3. The receiving party hereby represents, undertakes and warrants that it shall procure that Permitted Recipients shall comply at all times with the terms herein (or materially similar terms) as if they were a receiving party under this Agreement. The receiving party shall be liable to the disclosing party for the actions or omissions of its Permitted Recipients as if they were the actions or omissions of the receiving party.

16.4. Neither party shall use any Confidential Information except as strictly necessary for the performance of this Agreement.

16.5. The obligations set out in this Clause 16 shall not apply to any Confidential Information that the receiving party can demonstrate:

- (i) was in the public domain at the time of this Agreement being entered into, or has subsequently come into the public domain, other than as a result of a breach of confidentiality, and/or a breach of this Agreement; and/or
- (ii) has been lawfully received by the receiving party from a third party without restriction on its use or disclosure; and/or
- (iii) was lawfully and independently developed by the receiving party other than as a result of a breach of confidentiality.

16.6. The receiving party shall not be in breach of its obligations in this Clause 16 for the disclosure of Confidential Information to the extent that the same is mandatorily required by a government or pursuant to a court order or any applicable law, regulation or stock exchange rule. Any such mandatory requirement to disclose any such Confidential Information shall (where possible) be notified promptly before compliance to the other party, who shall (where possible) be given reasonable opportunity to resist the same.

16.7. Neither party will make any public announcement related to the conclusion or performance of this Agreement without the other party's prior and written authorization.

16. Warranties and Indemnity

17.1. Each party hereby warrants, represents and undertakes to the other that it has all necessary rights, licences, permissions, 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.

17.2. The LICENSEE undertakes that its transmissions of the Competition shall be of a quality commensurate to the standing of the Competition as a global international football competition organised under the auspices of CONMEBOL. The LICENSEE shall ensure that each live transmission of the Official Match Feed of each Match commences not less than five (5) minutes prior to the scheduled kick-off time of the relevant Match.

17.3. LICENSEE shall not exercise any of the rights granted under this Agreement in any manner which (i) CONMEBOL reasonably believes is contrary to public morals, or (ii) which is considered by CONMEBOL to be deceptive or misleading, or (iii) which compromises or reflects unfavorably upon the good name, goodwill, reputation, political or religious impartiality and image of CONMEBOL and/or the Competition.

17. Limitation of Liability

18.1. It is agreed that, subject to Clauses 18.2 and 18.3 below:

- (i) neither party shall be liable to the other for any punitive damages, indirect or consequential loss or for any loss of anticipated profits, loss of savings, loss of publicity, loss of reputation, loss of opportunity or other economic loss suffered or incurred by the other party arising out of or in connection with the performance of this Agreement or any breach thereof even if it was advised in advance of the possibility of such loss; and
- (ii) each party's liability to the other for breach of any of the provisions of this Agreement shall, in respect of all incidents and occurrences, be limited to the amount of the License Fee which are payable by the LICENSEE.

18.2. It is agreed, for the avoidance of doubt, that the provisions of Clause 18.1(ii) above shall not operate so as to limit or exclude any liabilities under any indemnities given by either party in this Agreement.

18.3. Nothing in this Agreement shall exclude or restrict a party's liability for fraud, fraudulent misrepresentation, fraudulent concealment or for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or for any other liability which cannot be excluded or limited at law.

18.4. CONMEBOL shall not be held liable for, or in breach of, this Agreement in case of any potential limitations that may originate from any specific legislation or regulations that could somehow impact the organization and structure of the Competition. Where any such specific legislation or Regulation adversely impacts the exploitation of the Media Rights granted hereby to LICENSEE, the parties shall engage in meaningful good faith discussions to minimize such impact and, where possible, CONMEBOL shall provide LICENSEE a rights replacement commensurate with the affected right, provided however that under no circumstance shall CONMEBOL affect LICENSEE's exclusivity right granted under this Agreement.

18. Force Majeure, Cancellation, Postponement and Delay

19.1. Save as set out herein, if any of the parties is delayed or prevented from performing any of its obligations under this Agreement, other than any payment obligations, by reason of any Event of Force Majeure then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by any of the other parties by reason thereof.

19.2. Furthermore, and without prejudice to the foregoing, in the event that the Competition or a substantial part of it is not held, delayed or is relocated, by reason of any Event of Force Majeure, CONMEBOL shall not be in breach of this Agreement and the provisions of Clauses 19.3 or 19.4 (as applicable) shall apply.

19.3. If an Event of Force Majeure (as outlined in Clauses 19.1 and 19.2 above) results in the cancellation of the Competition (or any part thereof) and the Competition (or such cancelled part thereof) is not rescheduled to take place so that it commences within fifteen (15) months of the original scheduled dates, CONMEBOL and LICENSEE will negotiate in good faith regarding the provision to LICENSEE of sufficient alternative rights in relation to the Competition or other CONMEBOL national team competitions, for a period of thirty (30) days. If LICENSEE and CONMEBOL are unable to reach agreement within such thirty (30) day period, the dispute will be submitted to arbitration in accordance with Clause 23 (except that the aforementioned thirty (30) day period shall be deemed to be the 'Dispute Resolution Negotiation Period' referred to in Clause 23.2).

19.4. If, for any reason whatsoever, the Competition (or any part thereof) is postponed, delayed or does not otherwise take place on the scheduled date of play (as may be notified by CONMEBOL to LICENSEE from time to time) and is rescheduled to take place so that it commences within fifteen (15) months of the original scheduled dates, or does not otherwise take place at the scheduled venue/location, LICENSEE acknowledges and agrees that:

- (i) The Term may be extended by CONMEBOL accordingly (if applicable); and

- (ii) LICENSEE shall not in any way be entitled to any reduction to, and/or refund of, the License Fee and/or to any other compensation of any nature whatsoever from CONMEBOL; and
- (iii) CONMEBOL shall not in any way be liable to LICENSEE for any losses, claims, demands, damages, costs and expenses of any nature whatsoever suffered or incurred by LICENSEE as a result of such postponement, delay, rescheduling or relocation.

19. Notices

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

20.2. Any notice shall be deemed to have been served:

- (i) if delivered by hand, at the time and date of delivery; or
- (ii) if sent by prepaid international recorded airmail, five (5) days following the date of posting (the relevant date as evidenced by a valid postal receipt); or
- (iii) if delivered by email, upon the expiration of 24 hours after transmission provided that no message is received by the sender indicating that the message has not been delivered to the recipient or that the recipient is out of the office and is unable to check emails within such 24-hour period.

20. General

21.1. The parties agree to exhibit the utmost good faith to each other in giving effect to the terms of this Agreement and hereby undertake to perform, and to procure the performance by other persons of, all such acts as may be required to give effect to the import or intent of this Agreement and to refrain, and procure that other persons will refrain, from performing acts which are in conflict therewith, to the extent that this may depend on such party and be within its competence and power.

21.2. The rights, duties, obligations and liabilities of the parties shall be limited to those rights, duties, obligations and liabilities arising from this Agreement. Nothing in this Agreement shall be construed as creating a corporate partnership and/or joint venture whatsoever between the parties or as limiting the powers or rights of any party hereto to carry on its separate business for its sole benefit. The parties shall act as independent contractors in the performance of this Agreement and each party shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees. Nothing in this Agreement shall be construed or interpreted as to confer right, power, authority etc. to either party to bind or make any commitment on behalf of the respective other party and/or to act or represent itself, as representative or employee of, or to bind or incur liability for the respective other party.

21.3. Both parties agree that they have not relied on any representation or warranty not contained in this Agreement in entering into this Agreement and all such warranties as may be implied by law are hereby excluded to the fullest extent permissible under the law.

21.4. A person who is not a party to this Agreement may not enforce any of its terms.

21.5. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous arrangement between the parties relating to the subject matter of this Agreement.

21.6. No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

21.7. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any subsequent exercise in law, equity or otherwise.

21.8. All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

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

22.10. This Agreement is drawn up in the English and Spanish is also permitted. In the event that there is a Spanish version and there is any discrepancy or other conflict between the English version and the Spanish version, the English version shall prevail. Each party further agrees that all correspondence and other communications it may send to the other party in

connection with this Agreement shall be conducted in the English. For the avoidance of doubt, if any such correspondence or communications are translated into Spanish (or any other language), the English version shall prevail.

21. Declarations

22.1. The **LICENSEE** represents that it has read and agrees to perform all activities required by this Agreement and at all times observe the regulations, laws and legislation to combat bribery and corruption, including, but not limited to, the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. § 78-dd-1 et seq, as amended), the UK Bribery Act of 2010 and any other laws designed to combat bribery and corruption and on conflicts of interest applied by the **LICENSEE** and/or **CONMEBOL**. In this regard, The **LICENSEE** undertakes not to make or offer, directly or indirectly, payments, gifts, favors, entertainment, travel and/or donations to any employee, service provider, members of the Board or of the various Committees, whether at the national, state and/or municipal level, to political parties and/or to any candidate for political office, under circumstances in which the payment, gift, favor, entertainment, travel and/or donations constitute an illegal payment and/or are given for the purpose of securing an undue advantage or obtaining any benefit from the Public Authority or from such employee, agent or representative;

22.2. The **LICENSEE** declares that it is not on the sanctions lists of the Office of Foreign Assets Control (OFAC) or on the sanctions list of the United Nations (UN), if it is a legal entity. Furthermore, it declares that its legal representatives and shareholders are not on such lists.

22.3. The **LICENSEE** also declares that:

(i) it has effective systems and controls in place to prevent slavery, child labor and trafficking in persons in any part of their business and supply chain. The **LICENSEE** shall, upon **CONMEBOL**'s request and at any time during the Term, provide to **CONMEBOL** a sworn statement that it effectively controls and prevents slavery, child labor and trafficking in persons in any part of its business and supply chain);

(ii) it will observe the highest ethical standards in the exploitation of their respective rights and in the performance of their respective obligations under this Agreement;

(iii) it will act against any fact or claim that is considered fraudulent or corrupt within the scope of this Agreement;

(iv) it has read and understood the prohibition of acts of fraud and corruption and undertake to observe the relevant rules;

(v) to the best of its knowledge and belief, it has not incurred in any violation of the rules and policies on fraud and corruption described in this Clause;

(vi) it has not misrepresented or concealed any material fact during the process of negotiating and signing this Agreement; and

(vii) to the best of its knowledge, none of its directors, officers or major shareholders have been convicted of fraud and corruption related offenses.

22. Governing Law and Jurisdiction

23.1. This Agreement, its conditions and the obligations arising from or connected to it will be governed and interpreted according to the laws of Switzerland.

23.2. In the event of any dispute relating to this Agreement, the parties will seek to resolve the same in a friendly and diligent manner. To this end, senior representative(s) of each party shall (together with, if required, legal representative(s) of each party) attempt to reach a solution to the relevant dispute within thirty (30) days from written notification of the same by one party to the other (or such other period as the parties may agree in writing), such period referred to herein as the Dispute Resolution Negotiation Period. Notwithstanding the foregoing, the obligations of the parties in this Clause 23.2 are without prejudice to (and subject to) any of the party's right:

(i) to bring the Dispute Resolution Negotiation Period to an end at any time and to refer the relevant dispute to CAS (as more particularly set out in Clause 23.3 below); and

(ii) at any time to seek injunctive or other equitable relief in any court of competent jurisdiction, all as more particularly set out in Clause 23.4 below.

23.3. Any dispute relating to this Agreement which is not settled between the parties pursuant to Clause 23.2 will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland (CAS). Any such dispute so referred to CAS will be resolved definitively in line with the then current CAS arbitration code (as at the date of this Agreement referred to as the 'Code of Sports-related Arbitration'). The panel will be made up of three arbiters. The language used in the arbitration will be English and the final award will be binding on the parties.

23.4. Notwithstanding the foregoing provisions of this Clause 23:

- (i) Either party shall be entitled, at any time, to seek any provisional or equitable remedy or other relief from any court of competent jurisdiction as may be necessary to protect or enforce its proprietary and/or other interests in relation to the Media Rights or otherwise; or
- (ii) each party shall have the right at any time to enforce any decision of CAS pursuant to Clause 23.3 above through any court of competent jurisdiction.