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This Agreement is entered into this 16 day of June, 2011

Between

(1) UNION DES ASSOCIATIONS EUROPÉENNES DE FOOTBALL

Route de Genève 46
1260 Nyon 2
Switzerland
("UEFA")

and

(2) CHARLTON LTD

15 Hahm Masalavta St.,
Tel Aviv 67010,
Israel.

("UBP")

("UEFA" and "UBP", each a "Party" and together the "Parties")

INTRODUCTION

- (A) UEFA is the governing body of association football in Europe and owns, organises and stages certain football competitions, including the UEFA European Football Championship™. As such, UEFA owns and controls all media and commercial rights in and to UEFA EURO 2012™.
- (B) UEFA issued an invitation to tender in February 2009 inviting interested bidders to submit offers to acquire certain media rights in respect of UEFA EURO 2012™. UBP submitted an offer in response to such invitation to tender and subsequently submitted an expression of interest letter dated 31 January 2011. Following receipt of this letter and discussions between the parties they have agreed to enter into this Agreement which sets out the terms and conditions upon which those media rights specified herein are granted to UBP.

OPERATIVE TERMS

1 Definitions

1.1 In this Agreement, the following terms shall (save where the context otherwise requires) have the meanings set out below:

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- Additional UEFA Programming** means such programming features and materials as may be produced, at its discretion, by UEFA (including feeds of Footage other than the Basic Match Feed) related to UEFA EURO 2012™ which UEFA may identify as Additional UEFA Programming and make available to the UBP for use in the context of this Agreement and subject to the terms set out herein and the UEFA Ratecard;
- Advertising Opportunity(ies)** means the opportunity to have transmitted, advertising spots before, during and after transmissions of Programmes;
- Affiliate** means:
- (a) in the case of UEFA, any UEFA subsidiary, including UEFA Events S.A.; and
 - (b) in the case of the UBP, means any of the legal entities or undertakings which control or are controlled by the UBP or by the same legal entities or undertakings which control the UBP, whether by holding, directly or indirectly, fifty per cent (50%) or more of the equity, partnership or other interest of the relevant entity or otherwise being able to effectively exercise management control;
- Applicable Law** means all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority within the Territory, and any subsidiary local laws and regulations relating to television coverage (including in respect of UEFA EURO 2012™ and/or of any Match) but for the avoidance of doubt excluding the internal regulations, guidelines and similar directives of the UBP and/or its Affiliates;
- Archive Material** means audio-visual and other material relating to earlier editions of the final tournament of the UEFA European Football Championship™ other than UEFA EURO 2012™;
- Basic Match Feed** means the basic live television feed of the entirety of each Match of international broadcast quality (in creative and directorial terms) which shall be free from commercial breaks and shall consist of a video signal with split audio feeds and with clean effects;
- Billboards** means the identification of Sponsors in the form of broadcast sponsorship identification sequences comprising full screen animated or still sequences with an accompanying soundtrack and to be provided by UEFA;

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- Break Bumper** means a UEFA EURO 2012™ break bumper produced by UEFA consisting of an animated or still sequence with an accompanying soundtrack. For the avoidance of doubt, the Break Bumpers for Live Match Programmes and the Final Draw Programmes may incorporate within them the Billboards placed by UEFA and required to be transmitted by the UBP under this Agreement;
- Broadcast Sponsorship Opportunity(ies)** means the opportunity to appoint a person as a sponsor of the transmission of Programmes and Trailers and to promote such person's name, products or services by means of broadcast sponsorship identification;
- Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks are open for the transaction of normal banking business in the Canton of Vaud, Switzerland;
- CET** means Central European Time;
- Commencement Date** means the date upon which this Agreement commences as set out at the top of page one (1) of this Agreement;
- Commercial Affiliates** means Sponsors and other third parties granted marketing and/or other association rights in respect of UEFA EURO 2012™ by or on behalf of UEFA, as notified by UEFA to the UBP from time to time;
- Data** means any and all statistics, information or other data which relates to or is generated or derived from UEFA EURO 2012™ or any Matches, draws or other events comprised therein, whether collated or recorded in a database (in whatsoever form or format) or otherwise;
- Deferred** means, in relation to any Programme, that such Programme is transmitted during the period from the conclusion of the Match, to which such Programme relates, until twenty-four (24) hours thereafter;
- Delayed** means, in relation to any Programme, that such Programme is transmitted more than twenty-four (24) hours after the conclusion of the Match(es) to which such Programme relates;
- Delivery System** means any system, whether now known or hereafter invented, for the delivery or provision of access to audio-visual moving images and/or audio-only content;

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- Designated Channels** means the channel programme services of the UBP identified in Clause 2.1(a)(i);
- Designated Channel Website** means the official internet website of the Designated Channels identified in Clause 2.1(a)(ii);
- Designated UBP Mobile Portal** means the official mobile portal of the Designated Channels, identified in Clause 2.1(a)(iii), which is itself, and relevant media content made available therein, accessible and made available to Users for viewing specifically using Mobile Wireless Technology and which must be branded, promoted and made available in the name of the Designated Channels only;
- Final Draw** means the draw to allocate the qualified teams into groups for UEFA EURO 2012™, currently scheduled to be held after completion of the qualifying competition for UEFA EURO 2012™;
- Final Draw Footage** means Footage of the Final Draw;
- Final Draw Programme** means a programme in respect of or in relation to the Final Draw and featuring Final Draw Footage;
- Footage** means any and all visual moving image material (with or without audio) in respect of or in relation to UEFA EURO 2012™;
- Force Majeure Event** means:
- (a) any event affecting performance of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party including, without limitation, any strike or labour disturbance (except of its own employees or contractors), lockout, fire, failure or shortage of power supplies, satellite or other communications links or technical failure, abnormally inclement climate conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion or armed conflict, war, terrorist action; or
 - (b) any change in Applicable Law;

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- Free** means the provision to viewers of programming, free of any fee or charge whatsoever save for any statutory licence fees for the right to install and/or use equipment for reception of that programming and a "basic-tier" platform access fee – such basic tier platform access fee being a fee payable not for subscription to specific channels or programming but the minimum fee payable by a viewer of a platform in order to receive and/or use the minimum equipment necessary to access such platform;
- Highlights Programmes** means programmes intended to review Matches and which:
 - (a) are transmitted and/or made available after the conclusion of the Match(es) to which they relate; and
 - (b) contain a minimum of ten (10) minutes and a maximum of sixty (60) minutes of Match Footage in total per programme;
- Intellectual Property Rights** means any and all copyrights, designs, trademarks, trade names, insignia, service marks, patents, rights in statistics, information or other data (whether collated or recorded in a database (in whatsoever form or format) or otherwise), database rights (including any *sui generis* or other rights) and all other legal and beneficial Intellectual and Industrial property rights (whether registered or not) throughout the world no matter what such rights may be known as in any particular country in the world and all applications for the same;
- Internet** means the system known as the Internet or the World Wide Web, currently making use of TCP/IP software protocols, whatever the communications link(s) may be which connects the user, including any developments in such protocols or any other protocols which may be developed which give equivalent, reduced or enhanced functionality compared with such protocols;
- Licence Fee** means the licence fee payable by the UBP as part of the consideration for the grant of rights hereunder and as specified in Clause 6.2;
- Live** means live and simultaneous with the occurrence of the event in question (and in relation to any Match Programme, that such Programme is transmitted on a live and simultaneous basis with the relevant Match);



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- Match** means any match played as part of UEFA EURO 2012™ (expressly excluding any matches played in any qualification competition for UEFA EURO 2012™), including team line-up and anthems, any extra-time and penalty kicks, together with any opening, closing and trophy ceremonies for UEFA EURO 2012™ that are held immediately before and/or after the opening Match and/or the final Match and in the relevant Match stadium;

- Match Day Clip Programmes** means short format programmes of less than ten (10) minutes duration and featuring clips of Match Footage, transmitted and/or made available between the time of kick-off of the Match to which the relevant clips relate and midnight CET of the day of such Match;

- Match Footage** means Footage of a Match;

- Match Programme(s)** means a programme which comprises the continuous transmission of a Match in its entirety;

- Mobile Operator** means any person offering electronic communications services via Mobile Wireless Technology for subscribers and/or other users of its services, including any mobile virtual network operator (MVNO) or reseller offering electronic communication services via Mobile Wireless Technology under its own name, but on the basis of the network itself being provided by and/or using the services of a third party;

- Mobile Wireless Technology** means any "point-to-point" mobile wireless technology which is or may be used during the Term with radio frequency spectrum in any band to enable or facilitate transmission of text materials, data, voice, video or multimedia services and which includes wireless technology employed in General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM), Code Division Multiple Access (CDMA), and the Universal Mobile Telecommunications System (UMTS) and their related or derivative systems and services or any combination of them;

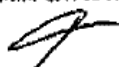
- Pay** means the provision to viewers of programming, access to which is provided only on a subscription basis (whether in respect of the programming on its own or as part of a package of programming). For the avoidance of doubt, "Pay" excludes "basic-tier" access as referred to in the definition of "Free" set out above;



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Permitted Languages	means Hebrew and English and such other language(s) as may be approved by UEFA in writing at its sole discretion;
Premium(s)	means items of merchandise that have been approved by UEFA which bear a UEFA EURO 2012™ Mark, the UBP designation set out in Clause 2.2(a) and the name or logo of the Designated Channels, which are given away by the UBP free of charge in the Territory for the sole purpose of advertising or promoting its transmission of Programmes;
Programme(s)	means those programmes (for the avoidance of doubt, excluding Trailers) in respect of which rights are granted to the UBP under this Agreement and as specified in Clause 2.1(a) and (b);
Programme Format	means the presentation requirements relating to positioning of Title Sequences, Break Bumpers and Billboards as described in detail in Clause 9.3 and illustrated in Schedule 1;
Prohibited Material	means any material that: <ul style="list-style-type: none"> (a) does not comply with Applicable Law, regulations or Industry codes; (b) promotes or disparages any political views, ideologies or parties; (c) depicts violence or is otherwise threatening or abusive; (d) promotes the sale or consumption of tobacco-related products or pornographic material; (e) in UEFA's reasonable opinion is offensive, indecent or encourages, in whatever manner, behaviour which promotes disparaging views or behaviour relating to an individual or group's colour, race, nationality, ethnic or national origins, sex, sexual orientation, marital status, religion, age or disability; (f) in UEFA's reasonable opinion may damage the reputation or image of European football, UEFA, any UEFA Affiliate, UEFA member association or Commercial Affiliate; and/or (g) includes any gambling or betting element;
Radio Rights	means the right to produce and transmit audio-only programmes relating to UEFA EURO 2012™ via any Delivery System;



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- Sponsor** means any entity appointed by UEFA as a sponsor of UEFA EURO 2012™, as notified by UEFA to the UBP from time to time; The current Sponsors, as are known and publicly announced as at the Commencement Date, are listed in Schedule 3;
- Sub-Licence** has the meaning set out in Clause 22.2;
- Sub-Licensee** has the meaning set out in Clause 22.2;
- Support Programmes** means programmes (other than news programmes) where UEFA EURO 2012™ related material accounts for over fifty percent (50%) of its duration (but excluding Match Programmes, Final Draw Programmes, Highlights Programmes and Match Day Clip Programmes);
- Territory** means Israel only;
- Term** means the duration of this Agreement, as specified in Clause 16.1;
- Title Sequence** means a UEFA EURO 2012™ title sequence consisting of an animated sequence with an accompanying soundtrack to be produced and provided by UEFA. For the avoidance of doubt, the Title Sequences for Live Match Programmes and Final Draw Programmes may incorporate within them, the Billboards required by this Agreement. The terms "opening Title Sequence" and "closing Title Sequence" shall be construed as those Title Sequences which are required to open and close the Programmes respectively;
- Trailers** means stand-alone promotional trailers to be produced by the UBP at its own cost for the purpose of the promotion of UEFA EURO 2012™ and/or forthcoming transmissions of Programmes by the UBP;
- UEFA EURO 2012™** means the final tournament of the UEFA European Football Championship™ currently scheduled to be held in 2012 (expressly excluding any qualifying competition) and to comprise thirty-one (31) Matches, including any draw and any replays or postponed Matches of such final tournament;



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- UEFA EURO 2012™ Marks** means those marks and logos designated by UEFA for use by the UBP in relation to UEFA EURO 2012™. The precise UEFA EURO 2012™ Marks shall be notified by UEFA to the UBP but are envisaged to include UEFA EURO 2012™ logo(s), an official UEFA EURO 2012™ mascot, the UEFA EURO 2012™ trophy (but not replicas thereof), an official UEFA EURO 2012™ slogan and the UEFA EURO 2012™ musical theme (being music without lyrics), all as designated by UEFA (if any);
- UEFA Guidelines** means the relevant applicable guidelines issued by UEFA which the UBP is required to comply with pursuant to **Clause 12** in the exercise of the rights granted to it under this Agreement;
- UEFA Ratecard** means the separate technical agreement for the provision of unilateral facilities and services, including the ratecard itself together with UEFA's standard ratecard terms and conditions;
- UEFA Rules** means the statutes, rules and regulations of UEFA and of UEFA EURO 2012™ in force during the Term, as any of the same may be amended by UEFA from time to time;
- UEFA Websites** means internet websites and media distribution channels designated by UEFA as official channels for distribution of UEFA produced content;
- Unilateral Footage** means Match Footage produced by the UBP using unilateral facilities provided by UEFA, including in particular ISO-camera positions;
- Users** means a person whose registered address (for the purposes of receiving products and/or services from the UBP) is in the Territory and who is authorised to receive and view the Designated UBP Mobile Portal;
- Venue(s)** means any Match stadium and surrounding environs, the international broadcast centre (if any), and other official locations designated by UEFA for the purposes of UEFA EURO 2012™, all such locations to be determined by UEFA.

- 1.2 References to "**Clause(s)**" and "**Schedule(s)**" are, unless otherwise stated, references to the clauses, schedules of and to this Agreement.
- 1.3 The Schedules attached to this Agreement form an integral part of this Agreement.
- 1.4 Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter and vice

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versa. References to "entitles" and "persons" include individuals and incorporated and unincorporated bodies and associations.

- 1.5 References to "include" or similar are to be construed without limitation.
- 1.6 References to any agreement or document shall be deemed to be references to that agreement or document as amended from time to time in accordance with its terms.
- 1.7 References to any statutory provisions shall be deemed to include any amendment, replacement or re-enactment for the time being in force.
- 1.8 Headings are for convenience only and do not affect the interpretation of this Agreement.

2 Grant of Rights

- 2.1 Subject to the other terms and conditions of this Agreement, the UBP's compliance with such terms and conditions at all times, and the timely payment by the UBP to UEFA of the Licence Fee pursuant to Clause 6, UEFA hereby grants to the UBP the following rights for use and exploitation by the UBP during the Term in the Territory on a Free and Pay basis and in the Permitted Languages only. Notwithstanding the above UBP acknowledges and accepts that it may not exploit the Free rights itself and has the obligation to sub-licence the rights granted to it pursuant to Clause 2.1 (b) to a Free broadcaster in accordance with the provisions of Clauses 15.23-15.27 and 22:

Media Rights

- (a) The right to produce and transmit the following on a Pay basis only:

- Live Match Programmes comprising twelve (12)* group phase Matches which shall be allocated as follows: UBP shall have the right to one (1) Match per Match day; UBP shall have the 1st pick per Match day, but not a pick which includes the opening Match or any Match in which the Israeli national team participates;

Subject to the condition that UBP sub-licences the Media Rights and other related rights specified in Clause 2.1 (b), in accordance with the provisions of Clause 15.23, obtaining the agreement of the Sub-Licensor and the Sub-Licence remaining in force throughout the Term, UBP's rights in relation to Live Match Programmes shall be increased so that it is entitled to produce and transmit Live Match Programmes for all thirty-one (31) Matches;

* In the event that the Israeli national team participates in the second Match on the first Match day, the relevant Match must be shown on Free in the Territory. Therefore in this case the UBP's rights of transmission of Live Match Programmes comprising twelve (12) group phase Matches on a Pay basis in the Territory as set out in Clause 2.1 (a) above is only granted for eleven (11)

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Matches and the relevant Match shall be included into the grant of rights made pursuant to Clause 2.1 (b) below so that it comprises thirteen (13) group phase Matches on a Free basis. All other terms and conditions of this Agreement remain unaffected.

- Deferred Match Programmes for all thirty-one (31) Matches;
- Delayed Match Programmes for all thirty-one (31) Matches;
- Highlights Programmes for all thirty-one (31) Matches
- Match Day Clip Programmes for all thirty-one (31) Matches;
- Support Programmes;
- Final Draw Programmes; and
- Trailers in respect of any and all of the above Programmes.

The above Programmes and Trailers may be transmitted and made available by the UBP only:

- (i) on and as part of the UBP's transmissions of the following Designated Channels:
Sport 1, Sport 2 and Sport 1 HD
for reception and viewing by means of any Delivery System (in respect of the Delivery Systems utilising the Internet and/or Mobile Wireless Technology, via respectively the Designated Channel Website and Designated UBP Mobile Portal only). Trailers may also be transmitted on the UBP's other television channels (if any) subject to the UBP at all times complying with its minimum broadcast obligations set out in Clause 7 below;
- (ii) on an on-demand basis on the Designated Channel Website (being sport2.co.uk) only; and
- (iii) on an on-demand basis on the Designated UBP Mobile Portal being a mobile portal as shall be proposed by the UBP in accordance with this Agreement and in particular Clause 4 and, approved in advance by UEFA no later than 1 November 2011 and in any event no later than 30 days prior to the exercise of any of the rights granted in respect thereof under this Agreement.

Notwithstanding the first paragraph of this Clause 2.1, the above right to make available Programmes and Trailers on an on-demand basis via the Designated Channel Website and/or Designated UBP Mobile Portal may be exercised on a Pay and/or pay per view basis also.

- (b) The right and obligation to sub-license to a Free broadcaster the following in accordance with the provisions of Clause 22.2:

- Nineteen (19) Live Match Programmes comprising:

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- (i) twelve (12)** group phase Matches (one (1) Match per Match day – including the opening Match, the opening ceremony and any Match in which the Israeli national team participates. 2nd pick per Match day on remaining Match days);
 - (ii) four (4) quarter final Matches;
 - (iii) two (2) semi-final Matches; and
 - (iv) the Final Match together with the closing and trophy ceremonies.
- Highlights Programmes for all thirty-one (31) Matches,
 - Match Day Clip Programmes for all thirty-one (31) Matches;
 - Support Programmes;
 - Final Draw Programmes; and
 - Trailers in respect of any and all of the above Programmes.

** In the event the Israeli national team participates in the second Match on the first Match day, the relevant Match must be shown on Free in the Territory. Therefore the UBP has the right and obligation to sub-license Live Match Programmes comprising both Matches on the first Match day to a Free broadcaster i.e. the UBP has the right and obligation to sub-license and the Sub-Licensee has the right and obligation to transmit Live Match Programmes comprising a total of thirteen (13) group phase Matches instead of the twelve (12) group phase Matches as set out above. All other terms and conditions of this Agreement remain unaffected.

The above Programmes and Trailers may be transmitted and made available by the Sub-Licensee only on and as part of the Sub-Licensee's designated channel (s) notified to and approved by UEFA in accordance with the provisions of Clause 22, for reception and viewing by means of any Delivery System (in respect of the Delivery Systems utilising the Internet and/or Mobile Wireless Technology, via respectively the Sub-Licensee's designated channel website and the Sub-Licensee's designated mobile portal only). Trailers may also be transmitted on the Sub-Licensee's other television channels (if any) subject to the Sub-Licensee complying at all times with its minimum broadcast obligations set out in Clause 7 below;

- (ii) on an on-demand basis on the Sub-Licensee's designated channel website only; and
- (iii) on an on-demand basis on the Sub-Licensee's designated mobile portal only.

Notwithstanding the first paragraph of this Clause 2.1 (b) the above right to make available Programmes and Trailers on an on-demand basis via the Sub-Licensee's designated channel websites and/or designated mobile portals may be exercised on a Free, Pay and/or pay per view basis also.



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Match Footage in other UBP programmes

- (c) The right to produce and transmit clips of Match Footage in other UBP programmes (which do not contain Prohibited Material) transmitted on the Designated Channels. Such clips may not exceed three (3) minutes duration in total per programme and their inclusion in such programmes must not afford any third party any direct or indirect association with UEFA EURO 2012™ and/or UEFA, unless such third party is a Sponsor. For the avoidance of doubt, in the event that such clips of Match Footage and/or other UEFA EURO 2012™ material accounts for fifty percent (50%) or more of the content of such UBP programme, such programme shall be a Support Programme for the purposes of this Agreement.

Interactive Digital Television Services

- (d) The right to deliver or provide access to UEFA EURO 2012™ related Interactive or enhanced digital television services (including so-called "red-button" Interactive television services), as part of the UBP's transmissions of Programmes on the Designated Channels. All such interactive digital television services must comply fully with UEFA Guidelines and in particular, may not comprise or include any Prohibited Material, or any right for persons other than UEFA or Sponsors to advertise, promote or sell goods or services.

Additional UEFA Programming

- (e) The right to access and use, subject to Clause 9.6, Additional UEFA Programming made available by UEFA (if any) solely, for the production of stand-alone Programmes, for inclusion within Programmes, and/or for the production of Trailers.

All access to Additional UEFA Programming is subject to the UBP's timely booking of the same as part of UEFA's unilateral services booking procedures or as otherwise required by UEFA.

Notwithstanding the foregoing, Archive Material incorporated within Additional UEFA Programming may only be used by the UBP for the sole purpose of inclusion of the relevant feature (in which Archive Material is included) within Programmes and may not be extracted and used independently.

Specific items of Additional UEFA Programming may be subject to further terms and conditions which will be required to be accepted by the UBP. Any such further terms and conditions will be notified to the UBP by UEFA in writing.

Closed circuit rights

- (f) the right to produce and transmit Programmes and/or Footage by means of any closed circuit Delivery System to closed user groups in hotels, restaurants and bars (to the exclusion of any other closed user

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groups) that are existing subscribers to the UBP's normal channel service.

Public viewing rights

- (g) the right to screen/display the Programmes as referred to in Clause 2.1 (a) and (b) for viewing by and in venues/locations accessible by the general public whether for payment of an entry fee or otherwise, subject to and conditional upon the UBP accepting and entering into UEFA's standard public viewing licence agreement.

However, it is acknowledged and agreed that the financial terms for the grant of the rights in Clause 2.1(f) and Clause 2.1(g) have already been agreed between the parties and that the Licence Fee includes all payment due by UBP to UEFA for the use of these rights.

- 2.2 Subject to the other terms and conditions of this Agreement, the UBP's compliance with such terms and conditions at all times, and the timely payment by the UBP of the Licence Fee pursuant to Clause 6, UEFA hereby grants to the UBP the following ancillary rights for exploitation and use by the UBP during the Term:

Promotion

- (a) the right to use and reproduce the UEFA EURO 2012™ Marks and the right to use the designation "Official Broadcaster of UEFA EURO 2012™" (including a UEFA approved composite logo consisting of the UEFA EURO 2012™ logo, the above designation and the logos of the Designated Channels or ID) within the Territory only and solely for the purposes of inclusion within, and advertising and promotion of the UBP's transmissions of Programmes within the Territory. All use of the UEFA EURO 2012™ Marks and the foregoing designation must comply fully with UEFA Guidelines and requires UEFA's prior written approval in accordance with Clause 11. In respect of the promotion and advertising by the UBP of Programmes and/or UEFA EURO 2012™, it is acknowledged that all such promotion and advertising must be done in the name of the Designated Channels and that no joint promotions or advertising with any third party (other than a Sponsor) are permitted;
- (b) the right to distribute Premiums within the Territory only, such Premiums to be sourced from Sponsors and/or UEFA's designated official licensed merchandise licensees (in respect of the specific products for which rights to supply as Premiums have been granted by UEFA to the relevant entity and in compliance with the terms of the applicable licence), details of whom will be provided by UEFA from time to time and comply fully with UEFA Guidelines in the nature of such Premiums and their uses (in particular, but without limitation, that any footballs to be used as Premiums must be sourced from the relevant Commercial Affiliate to whom rights in respect of footballs are granted by UEFA). Nothing in this Agreement shall be construed as authorising the UBP or any other person to include or permit the inclusion of the UEFA EURO 2012™ Marks in or on any items of merchandise (other

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than Premiums), print publications (other than TV listing guides, outdoor posters and other print advertising solely promoting the UBP's transmissions of Programmes) or other products for sale or other distribution to the public. The UBP acknowledges that Premiums may not be distributed in or around (within two (2) kilometres of) any Venue(s); and

Tickets

- (c) the right to receive a certain number of both complimentary and purchase Match tickets, with specific numbers to be confirmed by UEFA. UEFA shall use its good faith efforts to make available to the UBP an appropriate number of tickets, however, it is expressly acknowledged that the number of tickets available for each Match is limited and that the allocation of tickets available to broadcasters has not as yet been determined. Consequently, no representations or guarantees are made regarding the number of tickets which may be available to the UBP.

The UBP acknowledges and agrees that any and all Match tickets provided to the UBP may only be used by the UBP and for its own entertainment and hospitality purposes and in particular may not be used for promotional purposes, sold, resold and/or otherwise transferred. Match tickets may only be used in accordance with and subject to the UBP's and the holder's acceptance of and compliance with UEFA's ticket terms and conditions as notified to the UBP by UEFA from time to time. The UBP shall ensure that any persons using any Match tickets acknowledges and accepts the same.

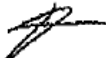
All tickets must be ordered by the UBP in accordance with UEFA Guidelines and UEFA's relevant ticket ordering procedures and deadlines. All Match tickets remain the property of UEFA at all times.

3 Exclusivity

3.1 The rights granted to the UBP pursuant to Clause 2.1(a) and (b) (save in respect of Support Programmes) are granted to the UBP on an exclusive basis whereby, save as expressly permitted under this Agreement, UEFA shall not itself exercise, nor shall it license or authorise any other person to exercise such rights within the Territory on a Free or Pay basis and in the Permitted Languages and in any other language until forty-eight (48) hours after the end of the final Match at which time all rights granted to the UBP under this Agreement shall become non-exclusive and UEFA shall be entitled to grant such rights or similar rights on a non-exclusive basis during the remainder of the Term to any third party. For the avoidance of doubt, all rights granted to the UBP which are not expressly stated to be granted on an exclusive basis, are granted on a non-exclusive basis only.

3.2 The UBP agrees and acknowledges that the exclusivity granted above is at all times subject to the following:

- (a) the reserved rights and holdbacks set out in Clause 5;



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- (b) Applicable Law;
- (c) any relevant UEFA Guidelines relating to news access/short news reporting;
- (d) the signals, transmission, internet and mobile services of broadcasters/Mobile Operators from outside the Territory may be receivable and viewable within the Territory as a result of the overspill of transmissions by such other broadcasters due to the technical means used by them to transmit content in the ordinary course of their business and as a consequence, UEFA shall not be in breach of this Agreement nor have any liability as a result thereof;
- (e) third parties may be permitted by Applicable Law to re-transmit within the Territory, transmissions of Programmes and/or Trailers originating from outside of the Territory and as a consequence, UEFA shall not be in breach of this Agreement nor have any liability as a result thereof; and
- (f) the provision of a roaming service being a standard service offered by Mobile Operators to their customers and therefore customers of mobile/wireless services from outside the Territory may receive wireless products/services provided by or through their Mobile Operators via such roaming services when such customers are situated inside the Territory.

4 Carriage/Use of third party mobile networks

Channel Carriage Arrangements

- 4.1 The UBP shall be permitted to enter into arrangements with third party platforms (including but not limited to Mobile Wireless Technology networks and platforms using DVB-H or equivalent linear point to multi-point mobile broadcast technology) for the carriage of the Designated Channels (including the Programmes) only where such carried transmission is:
- (a) a simultaneous, Live, unmodified re-transmission of the Designated Channels in their entirety as transmitted by the UBP;
 - (b) within the Territory only; and
 - (c) made available to viewers by the relevant third party on a Pay or Pay-per-View basis only.

On-Demand Mobile Service

- 4.2 The rights granted to the UBP in respect of Individual Programmes and Trailers to be made available to Users using Mobile Wireless Technology are granted generally for the direct use and exploitation by the UBP itself. However, it is acknowledged that the UBP may not own and operate its own mobile telecommunications network and therefore in order to exploit the rights granted, it may need to sub-contract the actual delivery, billing and User



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management to a Mobile Operator in the Territory. In this regard, such sub-contract shall be permitted subject to compliance at all times with the following conditions:

- (a) the UBP notifying UEFA in writing of the identity of each proposed such Mobile Operator(s) by no later than 1 November 2011 ;
- (b) the Mobile Operator(s) must ensure security and integrity of the signal to prevent unauthorised access to the signal; and
- (c) the UBP remains fully responsible and liable to UEFA for compliance by Mobile Operator(s) of all relevant terms of this Agreement.

No Association by Carriers

4.3 Without prejudice to the other provisions of this Clause 4, the UBP acknowledges and agrees that it has no right to grant or purport to grant to any carrier, Mobile Operator or other third party:

- (a) any right or authorisation to use any UEFA EURO 2012™ Marks and/or for such third party to otherwise associate itself directly or indirectly with UEFA and/or UEFA EURO 2012™, whether by advertising the availability of any of the Programmes, Trailers or otherwise in the third party's own or any other third party's name. For the avoidance of doubt, all Programmes and Trailers may only be made available, and their availability may only be advertised and promoted, by the relevant third party in the name of the UBP only; and/or
- (b) any right for such third party to create, transmit and/or otherwise make available any interactive or enhanced service, IP datacast, data stream or other added value service (whether delivered in the form of text, images, web/html page or equivalent) together with any Programmes and/or Trailers.

4.4 The provisions of this Clause 4 shall operate without prejudice to the general application of Clause 22 below in that, subject to the above conditions being satisfied at all times, UEFA's consent for the limited sub-licence technically required to implement the necessary retransmission of Programmes and Trailers by the relevant carrier/Mobile Operator, shall be deemed granted with respect to the relevant carriage/sub-contract arrangement only. For the avoidance of doubt, no promotional rights may be sub-licensed at any time.

5 Reservations of rights and holdbacks

5.1 Notwithstanding any provision to the contrary in this Agreement:

- (a) the following rights are reserved by UEFA and not granted to the UBP and UEFA shall be free to exercise and exploit or permit or allow other persons to exercise and exploit the same without restriction, within the Territory, including during the Term:

(i) Radio Rights

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- (ii) without prejudice to those rights granted to the UBP in **Clause 2.1(a)** above in respect of the Designated Channel Website and Designated UBP Mobile Portal, the right to produce and transmit Footage and other media content of any description relating to UEFA EURO 2012™ for exploitation and delivery via the Internet and/or Mobile Wireless Technology (including for the avoidance of doubt, the operation (whether by itself or using the services of a third party) of UEFA Websites and UEFA's open mobile portal/application), it being acknowledged by UEFA that the rights granted to the UBP in respect of Live Match Programmes, Match Day Clip Programmes and the Final Draw Programmes (on a Live basis) are and shall remain exclusive in accordance with **Clause 3**.

Notwithstanding the foregoing, within the Territory, UEFA, whether itself or its other licensees, shall only transmit Footage of Match action, using the Internet and/or Mobile Wireless Technology, where such transmission takes place after midnight CET on the day on which the relevant Match took place;

- (iii) the right to produce and incorporate Footage in any physical and tangible media now known or hereafter invented (including video tape, DVD, Blu-Ray Disc, HD-DVD, CD and flash memory) whether for sale or hire of the same, use as a premium, or any other distribution whatsoever;
- (iv) without prejudice to the rights granted to UBP pursuant to **Clause 2.1 (f)** above, the right to produce and transmit Programmes and/or Footage by means of any Delivery System to closed user groups in venues such as hotels, restaurants, bars, educational institutions, hospitals, entertainment venues, armed forces bases excluding Israeli armed forces bases located in the Territory, oil rigs, in-flight, in-ship and other transportation services but excluding the Transmission of Programmes on a channel programme service which is generally available to be received in such premises;
- (v) without prejudice to the rights granted to UBP pursuant to **Clause 2.1 (g)** above, the right to screen/display the Programmes (or any of them) and/or any other UEFA EURO 2012™ related content for viewing by and in venues/locations accessible by the general public whether for payment of an entry fee or otherwise;
- (vi) the right to grant to broadcasters and/or news gathering and dissemination organisations, the right, whether on a national or multi-national basis, to transmit clips of Footage, such clips (in respect of Match Footage) not exceeding ninety (90) seconds, within a regularly scheduled news programme which includes, as part of that programme, a sports bulletin (or such greater duration and/or other type of programme as may be required by Applicable Law relating to news access/short news reporting in the Territory); and



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- (vii) the right, subject to Applicable Law, to insert any and all on-screen credits or identifications (other than the UBP's Designated Channels on-screen ID/bug in accordance with Clause 9.5) within any and all Programmes. It is acknowledged and agreed that for each Match, the Basic Match Feed may, subject to Applicable Law, contain up to one hundred and twenty (120) seconds in aggregate of on-screen credits for one or more of UEFA (including the UEFA Websites) and/or Commercial Affiliates.
- (b) UEFA may grant pan-regional broadcasters the right to transmit Final Draw Programmes, Delayed Match Programmes, Delayed Highlights Programmes and/or magazine-style Support Programmes (not featuring Match Footage) using any Delivery System and any language;
- (c) UEFA may grant Commercial Affiliates, the right to use, whether in television or any other medium and irrespective of Delivery System:
- (i) clips of Footage of Match action of up to two (2) minutes in length per Match for use after midnight CET on the day on which the relevant Match is played; and
 - (ii) other Footage without limit.
- For the avoidance of doubt, it is acknowledged and agreed that Commercial Affiliates will not be permitted to produce highlights programmes which include Footage of Match action, for transmission before forty-eight (48) hours after the final Match;
- (d) UEFA may, without prejudice to the provisions of Clause 5.1(a)(iii) above, use clips of Footage for its own promotional purposes, whether in television or any other medium and irrespective of Delivery System, after midnight CET on the day on which the relevant events recorded took place; and
- (e) any and all rights not expressly granted to the UBP under this Agreement are reserved to and by UEFA and UEFA will be free to exercise and exploit the same (whether itself or by the grant of licences to third parties) within or outside the Territory without restriction.

5.2 The UBP acknowledges and agrees that no rights are granted under this Agreement to:

- (a) create, use or transmit any form of video or computer game(s) in connection with or relating to any of the Programmes, the UBP's transmission of them, or UEFA EURO 2012™;
- (b) exploit any data (of whatsoever nature) provided by UEFA or a UEFA appointed entity, whether derived from any of the Matches, the Final Draw or otherwise relating to UEFA EURO 2012™, other than for the sole purpose of the production and transmission of Programmes

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pursuant to this Agreement and in accordance with UEFA Guidelines (if any) issued from time to time;

- (c) manipulate, extrapolate or generate from any Footage or any Images extracted from it, any 2D or 3D images, models, recreations or simulations, whether generated by computer or otherwise, save as expressly permitted pursuant to Clause 9.5(c) below; and
- (d) create or publish in any media, any photographs in relation to UEFA EURO 2012™, any Match or any national team, player, team official or Match official participating in any Match (other than screen captures used to promote the UBP's Programmes), whether obtained from any Footage or otherwise, as a result of any access granted by UEFA to any Venue, save in accordance with UEFA's media accreditation terms and conditions.

6 Licence Fee and Bank Guarantee

- 6.1 In consideration of the rights granted to the UBP under this Agreement, the UBP undertakes to comply at all times with its obligations hereunder and to pay in a timely manner the Licence Fee specified below.
- 6.2 The Licence Fee is the total net amount of [REDACTED] due and payable in instalments in accordance with the following payment schedule:

Instalment due date	Amount
At the latest thirty (30) days after the Commencement Date	[REDACTED]
On or before 15 July 2011	[REDACTED]
On or before 30 November 2011	[REDACTED]
On or before 15 April 2012	[REDACTED]

- 6.3 All amounts payable by the UBP are expressed as net amounts. If any taxes (including any value added or withholding taxes), levies, expenses or other charges are payable in relation thereto then such amounts shall be increased (grossed-up) by such amounts as will lead to the agreed net amounts being received by UEFA.
- 6.4 All amounts payable by the UBP shall be paid in Euros in cleared funds on or before the due date by telegraphic transfer to such bank account as may be designated by UEFA and specified in the relevant invoice. Invoices shall be sent to the following address: 15 Hahim Masalavita St. Tel Aviv 67010, Israel. F.A.O. Mr. Roi Hadad, E-mail roi@novosty.co.il Tel. No + 972 36272005.
- 6.5 UEFA may, in addition to, and not in substitution for any other rights and remedies available to it under this Agreement or at law, charge daily interest



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on all payments due to it from the UBP which are not paid on or before their due date for payment, both before and after judgement, at the rate of ten percent (10%) per annum applied pro rata on a daily basis from the due date for payment to the date when payment in full is actually received by UEFA. Interest shall continue to accrue notwithstanding termination of this Agreement for any cause whatsoever.

- 6.6 As security for its payment obligations under this Agreement, the UBP shall provide to UEFA a full, unconditional and irrevocable bank guarantee in the form set out in Schedule 4, from a reputable major international bank acceptable to and approved by UEFA. The UBP shall ensure that the fully executed bank guarantee is received by UEFA within fifteen (15) Business Days of the Commencement Date. The UBP shall ensure that such bank guarantee is kept current and enforceable at all times during the Term.

Failure to provide the required bank guarantee within the time period stated above or to ensure that it is kept current and enforceable at all times during the Term shall be deemed a material breach of this Agreement in relation to which, UEFA may:

- (a) notwithstanding Clause 16, terminate the Agreement with immediate effect upon notice to the UBP; or
 - (b) exercise its rights or seek remedies under this Agreement or at law at any times (including suspension of any or all of the rights granted to the UBP) and/or, notwithstanding Clause 24.17, seek a court order compelling the provision of the guarantee by the UBP.
- 6.7 The UBP's obligations under this Clause 6 shall be performed without any right of the UBP to invoke set-off, deductions or other similar rights.

7 Minimum Broadcast Obligations**UBP broadcast obligations**

- 7.1. The UBP undertakes to transmit the following on the Designated Channel Sport 1 (save where expressly stated otherwise) within the Territory on a Pay basis only:
- (a) a Final Draw Programme featuring not less than twenty-six (26) minutes uninterrupted coverage of the actual draw proceedings either Live or Deferred during the day of the Final Draw, together with a minimum of three (3) Trailers per day between 18:00 to 23:00 local time on each of the seven (7) consecutive days immediately preceding the day of the Final Draw;
 - (b) a Live Match Programme on the Designated Channels Sport 1 and Sport 1 HD for each Match specified in Clause 2.1(a);
 - (c) a minimum of six (6) Trailers per day on each of the Designated Channels Sport 1, Sport 2 and Sport 1 HD promoting UEFA EURO 2012™ generally and/or the UBP's Live Match Programmes, with at

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least three (3) of such Trailers being transmitted between 18:00 and 23:00 local time and the remaining Trailers being transmitted between 12:00 and 24:00 on each of the twenty (20) consecutive days immediately preceding the day of the opening Match. The UBP acknowledges that in respect of the Billboards which are required to be transmitted pursuant to Clause 9.3, UEFA intends to allocate three (3) pairs of Billboards to the Live Match Programmes and the Trailers referred to in this Clause 7.1. In respect of the Trailers required under this Clause 7.1(e), the UBP undertakes to transmit each pair of Billboards (as allocated by UEFA) with the relevant Trailers at least twice during each relevant day (at least once during between 18:00 to 23:00 local time and at least one further time between 12:00 to 24:00 local time);

- (d) from the day of the opening Match until the day of the final Match (both days inclusive), a minimum of three (3) Trailers per day on each of the Designated Channels Sport 1, Sport 2 and Sport 1 HD promoting UEFA EURO 2012™ and/or the UBP's Live Match Programmes, between 18:00 and 23:00 local time. In respect of the Trailers required under this Clause 7.1(d), the UBP undertakes to transmit each pair of Billboards referred to in Clause 7.1(e) above (as allocated by UEFA) with the relevant Trailers, in principle, at least once per relevant day during the time period required;
- (f) a minimum of one (1) Highlights Programme per Match day in respect of the Match(es) played on that day (and in respect of which rights are granted to the UBP pursuant to Clause 2.1(a)), between 19:45 and 24:00 local time (provided that if a Match finishes at midnight or later local time, the UBP shall transmit the relevant Highlights Programme on the following day between 19:45 and 24:00 local time);
- (g) during the period between the Final Draw and 31 May 2012, a minimum of eight (8) Support Programmes, each being a magazine-style programme of a minimum duration of approximately twenty-six (26) minutes and each being dedicated entirely to previewing and promoting UEFA EURO 2012™, with a minimum of one (1) separate such Support Programme being transmitted in each calendar month between 1 January 2012 and 31 May 2012. Each such Support Programme must be transmitted between 18:00 and 23:00 local time if between Monday to Friday, or 09:00 and 19:00 local time if on Saturday or Sunday;
- (h) reasonable additional coverage of UEFA's promotional activities, identified in good faith by UEFA. The specifics of such coverage to be discussed and agreed in good faith and provided free of charge by the UBP to UEFA;
- (i) In the commercial break immediately preceding the second half of the relevant Match in each Live Match Programme, one (1) thirty (30) second promotional spot (in the form supplied by UEFA) promoting the activities of UEFA relating directly to UEFA EURO 2012™. Such promotional spot to be provided free of charge by the UBP to UEFA;

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- (j) In a commercial break immediately before, during or immediately after each Live Match Programme and on each of the twenty (20) consecutive days immediately preceding the day of the opening Match between the hours of 18:00 and 23:00 local time, one (1) thirty (30) second promotional spot (in the form supplied by UEFA) for the UEFA EURO 2012™ official licensed merchandise programme. Such promotional spot to be provided free of charge by the UBP to UEFA; and
- (k) during each Live Match Programme, at least thirty (30) seconds of audio-visual material promoting the relevant host city and/or country(ies).

7.2 In respect of each Programme, all transmissions by the UBP must be of the entirety of each relevant Programme.

During the actual time that a Match is being played, save for Live Match Programmes if rights to the relevant Matches are granted under **Clause 2.1(a)**, no other Programme may be transmitted on the Designated Channels (including any related interactive digital television services).

Sub-Licensee broadcast obligations

7.3.1 In accordance with Clauses 15.23-15.27 below, the UBP undertakes to procure that the Sub-Licensee shall comply with the following minimum broadcast obligations:

The Sub-Licensee shall transmit on the Sub-Licensee's designated channel within the Territory on Free only, the following Programmes:

- a) Live Match Programmes comprising each of the Matches listed in Clause 2.1 (b);
- b) In the event that the Israeli national team qualifies for UEFA EURO 2012™,
 - i) at least twenty-six (26) minutes of the Final Draw whether on a Live basis or on a delayed basis on the day of the Final Draw between 18:00 and 23:00 local time; and
 - ii) at least three (3) Trailers per day to promote the Final Draw between 18:00 and 23:00 local time commencing at least ten (10) days before the Final Draw;
- c) a minimum of six (6) Trailers per day promoting UEFA EURO 2012™ generally and/or the Sub-Licensee's Live Match Programmes, with at least three (3) of such Trailers being transmitted between 18:00 and 23:00 local time and the remaining Trailers being transmitted between 12:00 and 24:00 on each of the twenty (20) consecutive days immediately preceding the day of the opening Match. The Sub-Licensee acknowledges that in respect of the Billboards which are required to be transmitted pursuant to Clause 9.3, UEFA intends to allocate three (3) pairs of Billboards to the

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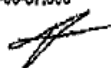
Live Match Programmes and the Trailers referred to in this Clause 7.3.1. In respect of the Trailers required under this Clause 7.3.1.(c), the UBP undertakes to transmit each pair of Billboards (as allocated by UEFA) with the relevant Trailers at least twice during each relevant day (at least once during between 18:00 to 23:00 local time and at least one further time between 12:00 to 24:00 local time);

- d) a minimum of one (1) Highlights Programme per Match day in respect of the Match(es) played on that day (and in respect of which rights are granted to the Sub-Licensee pursuant to Clause 2.1(b)), between 19:45 and 24:00 local time (provided that if a Match finishes at midnight or later local time, the Sub-Licensee shall transmit the relevant Highlights Programme on the following day between 19:45 and 24:00 local time);
- e) during the period between the Final Draw and 31 May 2012, a minimum of eight (8) Support Programmes, each being a magazine-style programme of a minimum duration of approximately twenty-six (26) minutes and each being dedicated entirely to previewing and promoting UEFA EURO 2012™, with a minimum of one (1) separate such Support Programme being transmitted in each calendar month between 1 January 2012 and 31 May 2012. Each such Support Programme must be transmitted between 18:00 and 23:00 local time if between Monday to Friday, or 09:00 and 19:00 local time if on Saturday or Sunday;
- f) Live uninterrupted coverage of the entirety of each of the opening ceremony, closing ceremony and trophy ceremony for UEFA EURO 2012™ held immediately before and/or after the opening Match and/or the final Match and in the relevant Match stadium;
- g) during each Live Match Programme, at least thirty (30) seconds of audio-visual material promoting the relevant host city and/or country (ies);
- h) reasonable additional coverage of UEFA's promotional activities, identified in good faith by UEFA. The specifics of such coverage to be discussed and agreed in good faith and provided free of charge by the Sub-Licensee to UEFA;

7.3.2 In addition to the above-mentioned minimum broadcast obligations, the UBP shall use its best endeavours to procure that the Sub-Licensee transmits, in the event that the Israeli national team does not qualify for UEFA EURO 2012™:

- (i) at least twenty-six (26) minutes of the Final Draw either on a Live basis or on a delayed basis on the day of the Final Draw between 18:00 and 23:00 local time; and
- (ii) in the event that the Sub-Licensee transmits the Final Draw pursuant to Clause 7.3.2 (i) above, at least three (3) Trailers per day to promote the Final Draw between 18:00 and 23:00 local time commencing at least ten (10) days before the Final Draw.

7.3.3 The UBP will procure that



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- (i) any Programme transmitted by the Sub-Licensee must be of the entirety of each relevant Programme;
- (ii) during the actual time that a Match is being played, save for Live Match Programmes granted to Sub-Licensee under Clause 2.1(b), no other Programme may be transmitted on the Sub-Licensee's designated channel (including any related interactive digital television services).

7.3.4 The UBP shall procure that when the Sub-Licensee transmits Programmes using the Internet and/or Mobile Wireless Technology it shall comply with the same obligations as UBP under Clauses 7.4 -7.6 and 8. Except that in the case of Clauses 8.2 and 8.6 Sub-Licensee may additionally make the Programmes referred to therein available on a Free basis.

Internet

7.4 The UBP undertakes to simulcast on the Designated Channel Website, the entirety of each Live Match Programme referred to in Clause 2.1(a) above in accordance with Clause 8.1 below.

Mobile

7.5 The UBP undertakes to exploit the rights granted to it pursuant to Clause 2.1(a) in respect of transmission using Mobile Wireless Technology and/or DVB-H (or equivalent technology for linear point to multi-point mobile broadcasting) in at least one of the following manners and in compliance with Clause 8.5:

- (a) transmit each of the Programmes as part of the simultaneous unmodified transmission of the entire Designated Channels, using DVB-H (or equivalent technology for linear point to multi-point mobile broadcasting);
- (b) transmit each of the Programmes as part of the simultaneous unmodified transmission of the entire Designated Channels, using Mobile Wireless Technology; or
- (c) during the period commencing on the day of the opening Match and ending forty-eight (48) hours after the end of the final Match, make Match Day Clip Programmes available to Users on an on-demand basis via the Designated UBP Mobile Portal (or subject to Clause 8.5(c) using the UEFA open mobile portal/application).

7.6 The obligations set out in Clause 7.4 and 7.5 above are separate obligations which must be satisfied independently of the other.

8. Internet and Mobile Obligations

Internet

8.1 In order to satisfy the Internet simulcast obligation under Clause 7.4, the UBP must use one of the following options:



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- (a) the simultaneous transmission on the Designated Channel Website of the entirety of the Designated Channels (including the Programmes) using the UBP's own technical solution;
- (b) the stand-alone simultaneous transmission of each Live Match Programme on the Designated Channel Website using the UBP's own technical solution; or
- (c) the stand-alone simultaneous transmission of each Live Match Programme on the Designated Channel Website using a technical and billing solution offered by UEFA, whereby UEFA acts as a technical supplier to the UBP, subject to UEFA's standard terms and conditions for such service. In this regard:
 - (i) the UBP must provide (at the UBP's own cost) all necessary support and co-operation to UEFA in relation thereto and in particular in relation to the technical requirements and set-up;
 - (ii) If requested by UEFA, the UBP must provide (at the UBP's own cost), for each relevant Live Match Programme, a feed of the UBP's TV signal and/or (as requested by UEFA) an audio feed of the UBP's commentary, to a location identified by UEFA and in accordance with UEFA's instructions. Any such feed must be secure and not receivable by any third party;
 - (iii) the UBP may not use any content or materials provided by UEFA as part of the UEFA technical solution for any other purpose;
 - (iv) a standard service fee per customer will be deducted from the simulcast revenues to cover UEFA's variable distribution costs; and
 - (v) full details of UEFA's requirements for the provision of UEFA's technical and billing solution are included in the relevant UEFA Guidelines.

For the avoidance of doubt, if the UBP elects to use the UEFA solution referred to above, UEFA shall not be in breach of any of its obligations under this Agreement as a result of UEFA operating its technical solution on behalf of the UBP.

The UBP shall, at least one hundred and twenty (120) days prior to the scheduled date for the opening Match, notify UEFA as to which of the solutions referred to above, it will use for the purpose of such Internet simulcast.

8.2 The UBP may only make its stand-alone simulcast of Live Match Programmes (pursuant to Clause 8.1(b) above) available to viewers on a pay-per-view basis and/or a Pay basis.

If the UBP uses the UEFA technical solution, then each Live Match Programme will be made available by UEFA on a pay-per-view basis and/or Pay basis only.

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- 8.3 In order to drive additional traffic, UEFA may place links from the UEFA Websites to the Designated Channel Website and the UBP shall, upon the request of UEFA, place equivalent links from the Designated Channel Website to the relevant UEFA Websites.
- 8.4 Save for, and subject to the deductions referred to in Clause 6.1(c)(iv), the UBP will be entitled to the revenues arising from all pay-per-view and/or Pay stand-alone simulcasts of Live Match Programmes on its Designated Channel Website.

Mobile

- 8.5 In order to satisfy the minimum broadcast obligation under Clause 7.5, the UBP must use one of the following options:
- (a) use a service that is operated and managed by the UBP on its own mobile network service;
 - (b) use the services of a third party Mobile Operator, subject to compliance with the provisions set out in Clause 4; or
 - (c) use UEFA's open mobile portal/application as a technical solution to make Match Day Clip Programmes available using Mobile Wireless Technology. In this regard:
 - (i) the UBP must provide (at the UBP's own cost) all necessary support and co-operation to UEFA in relation thereto;
 - (ii) it is acknowledged and agreed that UEFA will retain complete editorial and production control in respect of such UEFA open mobile portal/application and all content;
 - (iii) the UBP may not use any UEFA open mobile portal content/application or materials for any other purpose;
 - (iv) a standard service fee per customer will be deducted from the revenues received from Users to cover UEFA's variable distribution costs; and
 - (v) full details of UEFA's requirements for the provision of UEFA's technical and billing solution are included in the relevant UEFA Guidelines.

For the avoidance of doubt, if the UBP elects to use the UEFA solution referred to above, UEFA shall not be in breach of any of its obligations under this Agreement as a result of UEFA operating its open mobile portal/application technical solution at the UBP's request. If the UEFA open mobile portal/application cannot be made available by UEFA for the above purposes and such UEFA solution is the only means by which a UBP is able to satisfy the minimum broadcast obligation under Clause 7.5, such obligation shall cease to apply. In such circumstances, UEFA shall not be in breach of this Agreement in respect of such inability to make the UEFA open mobile

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portal/application available and the UBP shall have no claims or rights in respect thereof.

The UBP shall, at least one hundred and twenty (120) days prior to the scheduled date for the opening Match, notify UEFA as to which of the solutions referred to above, it will use for the purpose of satisfying its obligations under Clause 7.6.

- 8.6 The UBP may only make Programmes on the Designated UBP Mobile Portal available to viewers on a pay-per-view basis and/or a Pay basis. If the UBP uses the UEFA open mobile portal/application solution referred to in Clause 8.5(c) above, the relevant Match Day Clip Programmes will be made available by UEFA to viewers on Pay and/or pay-per-view basis.
- 8.7 In order to drive additional traffic, UEFA may place links from the UEFA open mobile portal/application to the Designated UBP Mobile Portal and the UBP shall, upon the request of UEFA, place equivalent links from the Designated UBP Mobile Portal to the UEFA open mobile portal/application.
- 8.8 In the event that Clause 8.5(c) applies, save for, and subject to the deductions referred to in Clause 8.5(c)(iv), the UBP will be entitled to the revenues from Users accessing Match Day Clip Programmes.

General

- 8.9 All on-demand transmission of Programmes and/or Trailers using the Internet and/or Mobile Wireless Technology must:
- (a) comply with UEFA Guidelines;
 - (b) be made using only standard website/mobile formats;
 - (c) not use downloadable formats; and
 - (d) utilise industry standard digital rights management technology to prevent the retransmission or distribution of content.

Development and production

- 8.10 The UBP shall be solely responsible for developing and producing any and all Programmes and Trailers which it wishes to make available via the Designated Channel Website and the Designated UBP Mobile Portal (including without limitation, costs involved in sourcing, re-purposing, formatting and distributing content, costs in obtaining necessary operating and other licences, communications costs, infrastructure costs, technical costs and insurance costs).

9 Presentation Obligations

- 9.1 The UBP shall ensure that all Programmes:

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- (a) are and shall be at all times of the highest quality expected from a broadcaster of its standing; and
- (b) maintain the reputation and image of UEFA, European football and/or UEFA EURO 2012™.

Live Match Programmes

9.2 In respect of each Live Match Programme, the UBP shall:

- (a) begin transmission of each Programme at least ten (10) minutes before the start of the relevant Match;
- (b) join the Basic Match Feed before the competing national teams leave the players' tunnel and in any event, not less than five (5) minutes prior to the start of the relevant Match; and
- (c) remain with the Basic Match Feed without interruption except as permitted pursuant to Clause 9.3 below.

Notwithstanding the foregoing, in respect of the opening Match and final Match, the UBP must begin transmission of such Live Match Programmes and join the Basic Match Feed before the start of the UEFA EURO 2012™ opening ceremony and closing ceremony held immediately before and/or after the opening Match and/or the final Match and in the relevant Match stadium.

Programme Format and Billboards

9.3 The format of each Programme must comply with the following conditions:

- (a) In any Match Programme (whether Live, Deferred or Delayed), transmission of the relevant Match may, after the kick-off, only be interrupted:
 - (i) between the final whistle of the first half and before the kick-off of the second half; and/or
 - (ii) in the event that extra time is played, between the final whistle of the second half and the kick-off of the first period of extra time.

The UBP shall in any event in each instance, rejoin the Basic Match Feed prior to the restart of Match play;

- (b) all Programmes must commence and end with the UEFA produced opening and closing Title Sequences respectively;
- (c) all commercial breaks in Programmes must commence and end with the UEFA produced Break Bumpers. Other than the express restrictions set out in Clause 9.3(a) above regarding interruptions of a Match, no other restrictions apply as to number or frequency of commercial breaks. Further, notwithstanding the provisions of any Applicable Law, the UBP may not transmit any advertising, commercial spot or other identification (other than the on-screen credits required

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and included in the Basic Match Feed by UEFA) in or during any Programme, whether during the presentation of any Match (or part thereof) or otherwise;

- (d) Billboards must be included and transmitted within Live Match Programmes, and Final Draw Programmes as follows:
- (i) Billboards of an aggregate duration of twelve (12) seconds immediately after the opening Title Sequence;
 - (ii) Billboard(s) of an aggregate duration of ten (10) seconds immediately before the required Break Bumper before the commencement of any commercial break;
 - (iii) Billboard(s) of an aggregate duration of ten (10) seconds immediately after the required Break Bumper at the end of a commercial break; and
 - (iv) Billboards of an aggregate duration of twelve (12) seconds immediately before the closing Title Sequence.

The foregoing applies also to Match Day Clip Programmes save that the lengths of the required Billboards, Title Sequences and Break Bumpers may be shorter, as determined by UEFA and notified to the UBP in due course;

- (e) In respect of Trailers required pursuant to the minimum broadcast obligations under Clause 7.1, Billboards of an aggregate duration of twelve (12) seconds must be included and transmitted after each such Trailer;
- (f) the UBP shall, at its own cost (including the cost of translation into any other language other than English), produce and integrate voiceovers into the Billboards in accordance with UEFA's instructions. In this regard, UEFA shall provide the applicable voiceover script in English; Nonetheless, the UBP may elect to keep the Billboards in English.
- (g) In respect of all Programmes other than those specified in Clause 9.3(d) above, in the event that the UBP grants to third parties any Broadcast Sponsorship Opportunities (in accordance with Clause 10.2), identification of such broadcast sponsorship may only be included in accordance with the following:
- (i) Immediately before the opening Title Sequence;
 - (ii) Immediately after the required Break Bumper before the commencement of any commercial break;
 - (iii) Immediately before the required Break Bumper at the end of a commercial break; and/or
 - (iv) Immediately after the closing Title Sequence; and

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- (h) the provisions of this Clause 9.3 are illustrated for certain Programmes in Schedule 1. In the event of any discrepancies between this Clause 9.3 and Schedule 1, the provisions of this Clause 9.3 shall prevail.

UEFA EURO 2012™ Branding

9.4 In order to ensure consistent UEFA EURO 2012™ branding and identification of UEFA EURO 2012™ to viewers, the UBP shall:

- (a) incorporate the UEFA EURO 2012™ Marks within each Programme, in a manner wholly compliant with UEFA Guidelines;
- (b) in the presentation of Matches in Match Programmes use only screen graphics provided by UEFA in the form and manner required by UEFA, save as expressly permitted under Clause 9.5 below;
- (c) not obscure the viewing of the advertising boards at the Venues, nor remove or obscure any of the on-screen graphics incorporated in the Basic Match Feed and/or any Programmes produced by UEFA;
- (d) not include in any Programmes, "crawler" messages, "tickers" or similar on-screen communications, in particular no branding or other on-screen identifications are permitted other than as may be expressly sanctioned by UEFA in writing in advance;
- (e) ensure that no presenter, guest, interviewer or interviewee displays any third party branding (whether on any clothing or otherwise) during any Programme and that there is no third party branding (save that provided or required by UEFA) on any studio set or backdrop, including all interview backdrops controlled by the UBP;
- (f) ensure that all Programmes are transmitted on a full-screen and accordingly shall not transmit any Programmes (or any part of them) on a squeeze back and/or split screen. If a UBP's interactive digital television service is approved by UEFA, screen squeeze backs and/or split screens may be permitted subject to compliance with UEFA Guidelines;
- (g) ensure that in referring to UEFA EURO 2012™, in or on any format, medium or media, it uses only the full official names designated by UEFA in English only. The official names of UEFA EURO 2012™ in the English language are:
 - (i) UEFA EURO 2012™; and
 - (ii) UEFA European Football Championship™ 2012;
- (h) ensure that all studio sets and backdrops prominently feature the UEFA EURO 2012™ Marks and the full name of UEFA EURO 2012™; and
- (i) insert the copyright notice ("© UEFA [year]. All rights reserved") in a separate frame in the closing titles of all Programmes and incorporate



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the trade mark legend "TM" (or any other appropriate trade mark legend(s) as instructed by UEFA) where it publishes any UEFA EURO 2012™ Marks.

Basic Match Feed Integrity

9.5 In order to ensure the integrity of the Basic Match Feed, the UBP may not edit, manipulate, delete, interrupt or change the Basic Match Feed in any manner whatsoever, other than:

- (a) to add the UBP's Designated Channels' on-screen ID/bug;
- (b) to add the UBP's own clock and score graphics using only the graphic template provided by UEFA with the size and position of such clock and score graphics complying with the requirements of the relevant UEFA Guidelines. Notwithstanding any other provisions of this Agreement, no sponsor or other identification (whether commercial or otherwise) may be attached or associated with such clock and score graphics;
- (c) without prejudice to the general prohibitions set out in Clause 5.2(a) and 9.4(b) above, the UBP may produce and include models or images within Programmes (for editorial purposes only) subject to the following:
 - (i) the transmission of such models or images in any Match Programme may only be included during replays using Unilateral Footage inserted by the UBP in compliance with this Agreement;
 - (ii) such models or images may not be directly and/or indirectly associated with UEFA and/or any UEFA Affiliate. In particular but without limitation, such models or images may not feature any UEFA EURO 2012™ Marks or any other UEFA marks and/or bear any appearance of being official information of UEFA and/or any UEFA Affiliate. Consequently such images and models must be clearly identified for the viewership as being offered by the UBP;
 - (iii) such images and models may not be used in any manner other than in Programmes;
 - (iv) the UBP shall be solely responsible at its own cost for the production of all such models and images, including, without limitation, in respect of all Intellectual Property Rights and other matters related thereto and shall indemnify UEFA and all UEFA Affiliates from any and all claims, losses, costs, actions, damages or liabilities, proceedings, demands and/or expenses (including reasonable legal costs and expenses and any VAT payable thereon) of whatsoever nature in connection therewith; and
 - (v) it is acknowledged and agreed that any issues in respect of the generation and/or inclusion of such images or models, including but not limited to any distance measurements in relation to the relevant camera to the pitch, shall be the sole responsibility of

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the UBP and UEFA shall not be liable towards the UBP in any manner whatsoever.

- (d) to add audio commentary in the Permitted Languages;
- (e) to include Unilateral Footage, provided that only images produced at the Match stadia where and when the Match is played may supplement the Basic Match Feed during the playing time of a Match and such Unilateral Footage must not compromise, interfere with and/or prevent the viewing of informational devices, graphics, on-screen credits and/or rights granted to any Commercial Affiliate and included within the Basic Match Feed;
- (f) to include the Basic Match Feed, and/or edit (as to duration only) the same in respect of the production of clips for inclusion within Programmes, Trailers and clips for use in other UBP programmes pursuant to Clause 2.1(a); and
- (g) in order to format and/or re-purpose the Basic Match Feed solely to the extent necessary to ensure that it is technically compatible for use in Programmes and Trailers transmitted via the Designated Channel Website and Designated UBP Mobile Portal.

Additional UEFA Programming

9.6 As a general principle, the UBP may not edit, alter, manipulate, delete, interrupt or change any Additional UEFA Programming in any way whatsoever. However, it is acknowledged that editing the length of Additional UEFA Programming (including magazine programme material produced and delivered by UEFA (if any)) and/or materials contained therein for purposes of producing tailored Programmes and Trailers is permitted.

In this regard, and without prejudice to Clause 2.1 (e), such material may only be used (in whole or in part) in the context of presentation of the features within which they are incorporated. No part of the Additional UEFA Programming, in particular, Footage and/or interviews, may be extracted, modified and/or used so as to change the context of the material as produced by UEFA.

In the event that UEFA produces and delivers to the UBP, ready-to-air magazine programmes related to UEFA EURO 2012™, it is acknowledged that the UBP may but, is not obligated to, transmit such magazine programmes as delivered and that, subject to compliance at all times with the minimum broadcast obligations under Clause 7.1, the UBP may produce its own magazine-style Support Programmes and/or, subject to this Clause 9.6, tailor the magazine programmes delivered by UEFA (whether by re-editing or addition of other materials).

No Endorsement or Derogatory/Defamatory Content

9.7 Notwithstanding any other provision of this Agreement, no promotional or other materials, Programme (or part thereof) or Trailers will be permitted which

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constitutes an endorsement of any person, product or service unless UEFA gives its prior written approval of the same.

- 9.8 The UBP shall not transmit any material which is or is reasonably likely to be considered defamatory or derogatory and the UBP undertakes that it shall not, and shall procure that its executives, employees, representatives and agents shall not, make any defamatory or derogatory statements or take part in any activities or use the rights granted to it pursuant to this Agreement in any manner which is or may be derogatory or detrimental to the name, image and/or reputation of UEFA, European football and/or UEFA EURO 2012™.

10 Commercial Obligations and Restrictions

Programme Broadcast Sponsorship Opportunities

- 10.1 All Broadcast Sponsorship Opportunities in respect of any and all Live Match Programmes, Final Draw Programmes, Match Day Clip Programmes and/or Trailers for such Programmes (and/or UEFA EURO 2012™ itself) are reserved by UEFA (who shall be entitled to grant such opportunities to Sponsors) and may not be exploited by the UBP. For the avoidance of doubt, the UBP's obligations to transmit Billboards are as set out in Clause 9.3.
- 10.2 The UBP may exploit Broadcast Sponsorship Opportunities in respect of Deferred Match Programmes, Delayed Match Programmes, Highlights Programmes, Support Programmes and Trailers for such Programmes subject to the following conditions:
- (a) Broadcast Sponsorship Opportunities may only be granted by the UBP to the Sponsors and no offers or proposals may be made to or accepted from any other third parties before the following dates:
 - (i) before and including the date 1 October 2011, in respect of relevant Programmes and Trailers to be transmitted before 2012; and
 - (ii) before and including 1 December 2011, in respect of relevant Programmes and Trailers to be transmitted after 2011;
 - (b) before offering any Broadcast Sponsorship Opportunities to (or accepting any unsolicited offer in respect thereof from) any non-Sponsor third parties, the UBP shall first propose in writing and offer in good faith to each Sponsor the best available commercial terms for acquiring the same and shall negotiate exclusively with each Sponsor in good faith for a period of not less than thirty (30) days from the date such proposal is received by each Sponsor. The UBP shall promptly notify UEFA in writing of the date upon which the UBP's proposal is made to each Sponsor.

Where such proposal is made in the period commencing two (2) months prior to the scheduled date of the opening Match, such exclusive negotiation period shall be reduced to the shorter of:



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- (i) seven (7) days; and
 - (ii) the period beginning on the date such proposal is received by the relevant Sponsor and the end of the day immediately preceding the date of the opening Match;
- (c) following the expiry of the exclusive negotiation periods referred to above for all Sponsors, the UBP may offer and sell any remaining Broadcast Sponsorship Opportunities to any other third party provided that:
- (i) such offer to other third parties is on no better terms than those offered to the Sponsors;
 - (ii) In respect of the relevant Programmes for which a Sponsor acquires any Broadcast Sponsorship Opportunity, the products, services and/or brands of such third parties in respect of which Broadcast Sponsorship Opportunities are proposed do not compete with any products, services and/or relevant brands of the Sponsor(s) who acquire Broadcast Sponsorship Opportunities. The applicable products and services for each Sponsor will be notified by UEFA to the UBP in writing from time to time, as and when such information is known and Schedule 3 shall be deemed amended accordingly;
- (d) if a person is notified to the UBP by UEFA as having become a Sponsor after the relevant dates specified in Clause 10.2(a), to the extent that at such time, any Broadcast Sponsorship Opportunities remain available and not granted, the UBP shall propose to such new Sponsor the best available terms for acquiring such available opportunities in accordance with the procedure set out above;
- (e) Broadcast Sponsorship Opportunities in respect of Trailers may not be granted to any third parties other than the broadcast sponsors to whom rights are granted for the Programme to which the relevant Trailers relate, or Sponsors;
- (f) the UBP shall ensure that no association, whether direct or indirect, between UEFA EURO 2012™ and/or UEFA and any third party who is not a Sponsor, is made or implied beyond that afforded by the grant itself of the Broadcast Sponsorship Opportunities in relation to the relevant Programme;
- (g) any proposed broadcast sponsorship designation, title or identification for non-Sponsor third parties must be in the following format: "[broadcast sponsor], broadcast sponsor of [Designated Channel's/UBP's] coverage of UEFA EURO 2012™", or as otherwise expressly approved by UEFA in advance; and
- (h) the UBP may not offer or grant any Broadcast Sponsorship Opportunities in any manner where the availability of Broadcast Sponsorship Opportunities is conditional upon the acquisition of any other broadcast sponsorship, advertising or other opportunities.

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10.3 During the commercial breaks:

- (a) immediately prior to the start of;
- (b) during; and
- (c) immediately after the end of,

any Live Match Programme, Match Day Clip Programmes and Final Draw Programmes, the UBP shall not transmit any broadcast sponsorship material or identification other than that provided by UEFA. In particular, no broadcast sponsorship material or identification may be transmitted relating to any other programming element (for example news or weather bulletins, or trailers for other programmes), save that broadcast sponsorship material relating to the programmes which immediately precede and follow the relevant Programme may be transmitted immediately prior to the commencement of and immediately after the end of the respective dividing commercial break.

Designated Channels' Advertising Opportunities

10.4 In respect of any commercial breaks immediately prior to, during and immediately after each Programme on the Designated Channels (including related interactive digital television services), the UBP shall be entitled to exploit Advertising Opportunities subject to the following conditions:

- (a) Advertising Opportunities may only be granted by the UBP to the Sponsors and no offers or proposals may be made to or accepted from any other third parties before the following dates:
 - (i) before and including the date 1 October 2011, in respect of Programmes to be transmitted before 2012; and
 - (ii) before and including 1 December 2011, in respect of Programmes to be transmitted after 2011;
- (b) before offering any Advertising Opportunities to (or accepting any unsolicited offer in respect thereof from) any non-Sponsor third parties, the UBP shall first propose in writing and offer in good faith to each Sponsor the best available commercial terms for acquiring the same and shall negotiate exclusively with each Sponsor in good faith for a period of not less than thirty (30) days from the date such proposal is received by each Sponsor. The UBP shall promptly notify UEFA in writing of the date upon which the UBP's proposal is made to each Sponsor. The Sponsors must be offered the opportunity to acquire Advertising Opportunities in all positions within a commercial break, including those at the beginning and end of commercial break;
- (c) where such proposal is made in the period commencing two (2) months prior to the scheduled date of the opening Match, such exclusive negotiation period shall be reduced to the shorter of:
 - (i) seven (7) days; and

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- (ii) the period beginning on the date such proposal is received by the relevant Sponsor and the end of the day immediately preceding the date of the opening Match;
- (d) following the expiry of the negotiation periods referred to above for all Sponsors, the UBP may, offer and sell any remaining Advertising Opportunities to any other third party, provided that:
 - (i) the terms offered to such other third party are no better than those offered to the Sponsors; and
 - (ii) in relation to Live Match Programmes and Final Draw Programmes, in respect of each relevant commercial break in which a Sponsor acquires any Advertising Opportunity, the products, services and/or brands of such third parties to whom Advertising Opportunities are proposed, do not compete with any products, services and/or relevant brands of the Sponsor(s) who acquired such Advertising Opportunities. The applicable products and services for each Sponsor will be notified by UEFA to the UBP in writing from time to time, as and when such information is known and Schedule 3 shall be deemed amended accordingly. For the avoidance of doubt, no product category or brand restrictions apply in respect of Advertising Opportunities relating to any other Programme.

For the avoidance of doubt, any new Advertising Opportunities which did not exist at the time of the first offer to Sponsors must first be offered to the Sponsors in accordance with the procedure set out above before being offered to any other third party;

- (e) If a person is notified to the UBP by UEFA as having become a Sponsor after the relevant dates specified in Clause 10.4(a) above, to the extent that at such time, any Advertising Opportunities remain available and not granted, the UBP shall propose to such new Sponsor the best available terms for acquiring such available opportunities in accordance with the procedure set out above;
- (f) the UBP shall ensure that no association, whether direct or indirect, between UEFA EURO 2012™, UEFA and any third party who is not a Sponsor is made or implied beyond that afforded by the grant of the Advertising Opportunities; and
- (g) the UBP may not offer or grant any Advertising Opportunities in any manner where the availability of Advertising Opportunities is conditional upon the acquisition of any other advertising, broadcast sponsorship or other opportunities.

On-demand Programmes

10.5 The UBP acknowledges and agrees that, in exercising any of the rights granted to it hereunder in respect of the Designated Channel Website, the

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Designated UBP Mobile Portal and/or in any on-demand environment, it shall comply at all times with the following:

- (a) the media players (whether stand-alone applications, web-page embedded or otherwise) used to transmit any Programmes (including as part of the entire Designated Channels) and/or Trailers are clean and free of any and all third party commercial identification, including any direct or indirect advertising or sponsorship, unless such third party is a Sponsor;
- (b) all Broadcast Sponsorship Opportunities, Advertising Opportunities and/or other commercial identification to be included within, added to or transmitted before or after:
 - (i) Match Day Clip Programmes made available on an on-demand basis are reserved by UEFA (who shall be entitled to grant such opportunities to Sponsors) and may not be exploited by the UBP. The UBP shall include such opportunities as are determined by UEFA within or in connection with each such Match Day Clip Programme; and
 - (ii) any other Programmes or Trailers made available on an on-demand basis, must be offered and be otherwise in compliance with the provisions of Clause 10.2 with references to "Broadcast Sponsorship Opportunities" contained therein being construed, for the purposes of this Clause 10.5(b)(ii), to include Advertising Opportunities and all other commercial identification.
- (c) In respect of the pages/screens/sections from which any UEFA EURO 2012™ content/material, Programmes and/or Trailers (including the Designated Channels themselves) are made available and/or the relevant media players are launched, if such pages/screens/sections are:
 - (i) not UEFA EURO 2012™ specific/dedicated and/or presented primarily with a UEFA EURO 2012™ theme, the UBP shall be free to commercialise such pages/screen in the manner normally adopted by the UBP in the ordinary course of its business, save that at all times, no third parties who are not also Sponsors may be directly or indirectly associated (through any form of commercial identification or otherwise) with UEFA, UEFA EURO 2012™, the Programmes and/or Trailers; or
 - (ii) UEFA EURO 2012™ specific/dedicated and/or are presented primarily with a UEFA EURO 2012™ theme, the UBP may only grant commercial, promotional, sponsorship or other marketing identification of any kind, or other commercialisation on or in respect of such pages/screen /sections to Sponsors.

Notwithstanding the foregoing, in the event that the UBP elects to use the UEFA open mobile portal/application technical solution, all rights in respect of the commercial exploitation of any relevant

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pages/screens/sections of the UEFA open mobile portal/application are reserved by UEFA (who shall be entitled to grant such opportunities to Sponsors) and may not be exploited by the UBP.

- 10.6 Without prejudice to the general applicability of the foregoing, in respect of Programmes (if any) simulcast by the UBP and not as part of the transmission of the entire Designated Channels (other than where a UEFA provided solution is used), any advertising and broadcast sponsorship which is carried within the relevant Programmes transmitted on the Designated Channels must be retained and no other advertising and/or sponsorship may be inserted or added without UEFA's prior approval, such approval being at UEFA's sole discretion.

In respect of Live Match Programmes simulcast by the UBP where the UEFA provided technical solution is used, advertising and broadcast sponsorship on the relevant pages/screens/sections will be incorporated by UEFA as determined by and in accordance with UEFA's specifications.

- 10.7 Without prejudice to any other provisions of this Agreement, in respect of Programmes and Trailers made available on an on-demand basis, the UBP:
- (a) may not include any other non-UEFA EURO 2012™ programming before, during or after any Programmes or Trailers;
 - (b) may not include any Trailers for Programmes and/or Trailers for UEFA EURO 2012™ generally, before, during or after any non-UEFA EURO 2012™ material;
 - (c) must ensure that all relevant web-pages of the Designated Channel Website and the Designated UBP Mobile Portal which directly or indirectly present or enable access to UEFA EURO 2012™ materials, or are linked to such pages, and any media players are free from any and all Prohibited Material; and
 - (d) may not undertake any commercial exploitation in respect of the UEFA open mobile portal/application service and/or any Programmes or other content made available through such service, by way of advertising or sponsorship.
- 10.8 No right is granted to the UBP to operate any internet or mobile page, site or portal relating to UEFA EURO 2012™ which purports directly or indirectly to be an official site of UEFA EURO 2012™. In particular but without limitation, no rights are granted to create or use any UEFA EURO 2012™ branded internet or mobile environment.

Competitions/Promotions

- 10.9 The UBP may only conduct competitions or promotions relating to UEFA EURO 2012™ and/or any Programme (or Trailer for a Programme), and exploit commercial opportunities in relation to such competitions or promotions, where such competitions/promotions and related commercial opportunities comply fully with UEFA Guidelines. In this regard, each

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competition/promotion and related commercial opportunities requires UEFA's prior written approval.

10.10 Without prejudice to the general application of the relevant UEFA Guidelines, any competition/promotion connected with any Programme or Trailer for a Programme, including any offered as part of an interactive television service, must:

- (a) relate in subject matter only to UEFA EURO 2012™;
- (b) not be sponsored by any third party, or be in any way linked to any third party, other than a Sponsor; and
- (c) may not comprise betting, gambling or any equivalent activity.

10.11 Prizes offered as part of any such competition/promotion must only be one or more of the following:

- (a) Premiums of the UBP;
- (b) official UEFA EURO 2012™ licensed merchandise in the Territory;
- (c) products or premiums of Sponsors within the product/service categories in respect of which rights are granted by UEFA;
- (d) products of any other third party whose products or services do not compete with those of any Sponsor or UEFA but without any such third party's brands being referenced and/or such third party benefiting from any other direct or indirect association with UEFA and/or UEFA EURO 2012™;
- (e) UEFA EURO 2012™ tickets - tickets may only be offered as prizes where such tickets are provided by a Sponsor and the relevant promotion is a joint promotion by the UBP together with such Sponsor, full details of which having received UEFA's prior written approval. For the avoidance of doubt, tickets which are purchased by or otherwise provided to the UBP may not be offered as prizes.

Cash and/or cash equivalent may not be offered as a prize, save that cash equivalent product prizes may at UEFA's discretion, be approved where such cash equivalent product does not conflict with the sponsorship rights granted to a Sponsor by UEFA.

10.12 All competitions, promotions or other programming elements which invite or encourage viewers to make telephone calls or any communication via SMS messages, e-mails or other interactive systems (for example, voting features or competitions inviting viewers to call premium rate telephone numbers) must comply fully with UEFA Guidelines.

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11 Use of UEFA EURO 2012™ Marks and Approvals

11.1 The UEFA EURO 2012™ Marks must be used in accordance with the relevant UEFA Guidelines or as otherwise expressly notified by UEFA. Without prejudice to the foregoing, the UBP shall not use any UEFA EURO 2012™ Marks without the prior written approval of UEFA (save that such requirement shall not apply in respect of the UEFA EURO 2012™ Marks as included by UEFA within the Basic Match Feed to the extent that such UEFA EURO 2012™ Marks are not extracted and used in any other context). All relevant materials must be submitted to UEFA by no later than thirty (30) days prior to the date proposed for first publication/use. As a minimum, the following materials are required to be submitted to UEFA for prior approval:

- (a) any and all uses of the any UEFA EURO 2012™ Marks;
- (b) all on- or off-air advertising, display or promotional materials (including any Premiums), any materials associated with any promotion or competition, which use the UEFA EURO 2012™ Marks or which otherwise in any way associate the UBP or the Designated Channels, Designated Channel Website and/or the Programmes (or any of them) with UEFA EURO 2012™ and/or the Matches, together with all relevant details of associated activities ("Promotional Materials");
- (c) full details of the manner in which the Title Sequences, Break Bumpers, Billboards and other elements provided by UEFA are to be integrated into the Programmes;
- (d) the proposed look, size and positioning of the UBP ID/bug, clock and score graphics to be superimposed on-screen during Programmes;
- (e) any proposed slow-motion wipes, on-screen graphics, content and presentation of data and any other broadcast elements proposed to be used by the UBP in presentation of Programmes (other than the presentation of Match Footage). It being acknowledged that the UBP is not permitted to insert graphics or otherwise edit or modify the Basic Match Feed save as and to the extent expressly permitted under Clause 9; and
- (f) all interview backdrops and studio sets/backdrops.

In respect of magazine-style Support Programmes, in the event that the UEFA produced and delivered magazine programmes are transmitted by the UBP without modification, any materials within such programmes which may otherwise be required to be submitted for approval pursuant to the above shall not require submission to UEFA.

For the avoidance of doubt, the editorial and/or creative content of Programmes is not subject to UEFA's prior approval but such content is required to comply with the provisions of Clauses 9.7 and 9.8.

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- 11.2 The UBP may seek UEFA's approval of Promotional Materials by submitting mock-ups or samples of the same provided that once approved by UEFA, the use of the same does not alter in the final form of design or material.
- 11.3 The UBP agrees that it shall submit to UEFA for approval, without need for UEFA's specific request, all relevant UEFA EURO 2012™-specific internet/mobile pages which may be considered, under a reasonable good faith interpretation, to not comply with the requirements of this Agreement.
- 11.4 All requests for approval shall be submitted using UEFA's online approval system incorporated within UEFA's on-line administration system, access to which will be provided and managed by UEFA in accordance with the relevant guidelines, rules and regulations for use of such system and strictly on a pre-approved, "need-to-use" basis. The UBP must provide UEFA in writing with the details of its relevant personnel who are to be authorised to access the UEFA on-line approval system and in respect of whom IDs and passwords shall be issued. The UBP shall be solely responsible for ensuring that all IDs and passwords are kept secure and not generally circulated, made available or used by persons other than those specifically notified and approved by UEFA. UEFA reserves the right to cancel and deny access in the event of improper use of UEFA's on-line system and/or breaches of security in respect thereto.
- 11.5 UEFA shall use its reasonable efforts to ensure that all approvals and disapprovals (as the case may be) shall be given within ten (10) Business Days of receipt of the UBP's request for approval. Such approvals or disapprovals by UEFA shall not be unreasonably withheld or delayed, provided that failure by UEFA to respond within ten (10) Business Days shall not be deemed a breach of this Agreement by UEFA, nor shall UEFA be deemed to have given its approval.
- The UBP shall promptly provide to UEFA with such further materials or information as UEFA may reasonably request in connection with any approval requests submitted by the UBP.
- 11.8 The UBP shall use approved materials in compliance with the version of the same approved by UEFA. If after receiving approval in writing by UEFA, any material changes are proposed to be made in any approved materials, such that the relevant item would no longer materially and substantially conform to the version approved by UEFA, the UBP shall notify UEFA of the relevant proposed changes and resubmit the relevant materials for further approval.
- 11.7 In the event that any use of UEFA EURO 2012™ Marks is disapproved by UEFA, the UBP shall not use the UEFA EURO 2012™ Marks in such manner and without prejudice to any rights which UEFA may have against the UBP in respect of its breach of the provisions of this Clause 11, if the UBP uses any UEFA EURO 2012™ Marks without having first received UEFA's prior written consent, the UBP shall, upon notification by UEFA, immediately withdraw any Promotional Materials or other use of UEFA EURO 2012™ Marks which is/are published, used or transmitted in a form which has not been approved by UEFA.

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12 UEFA Guidelines

12.1 The exploitation of the rights granted under this Agreement are subject to the UBP's compliance at all times with UEFA Guidelines, which include:

- (a) UEFA EURO 2012™ Marks and Brand Guidelines;
- (b) UEFA EURO 2012™ Broadcast Toolkit Guidelines;
- (c) Internet Guidelines;
- (d) Ticket Guidelines (regarding ordering procedure and use);
- (e) Mobile Guidelines;
- (f) Operational Guidelines for the use of Unilateral Services and Facilities;
- (g) Guidelines for enhanced/interactive TV Services;
- (h) On-Air Competition Guidelines; and
- (i) Premium Guidelines.

12.2 UEFA reserves the right to amend and/or add to such UEFA Guidelines from time to time without need for further formalities other than notifying the UBP that relevant UEFA Guidelines have been updated or added. UEFA shall provide the UBP with copies of such UEFA Guidelines, and/or provide access to such documents via UEFA's on-line administration system, as and when such documents are available.

12.3 In the event of any inconsistency or conflict between the express provisions of this Agreement and those of any UEFA Guidelines, the express provisions of this Agreement shall prevail.

13 Unilateral Services

13.1 UEFA shall use its reasonable endeavours to make available to the UBP for its own use, such unilateral services and facilities as UEFA determines in good faith at its discretion to be made available to its licensed broadcasters, including by way of illustration:

- (a) one (1) television commentary position for each relevant Match;
- (b) unilateral camera positions; and
- (c) presentation and other technical production facilities for the production of Programmes.

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

- (a) the UBP's acceptance of and compliance with the terms of a separate technical agreement, being the UEFA Ratecard;

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- (b) the UBP notifying UEFA of its requirements for the same as soon as possible and in any event within the booking deadlines set out in the UEFA Ratecard. In this regard, the UBP will be required in the first instance to submit all unilateral services and facilities requests only via UEFA's on-line administration system, access to which is conditional upon the UBP accepting the terms of UEFA Ratecard in writing and confirming the identity of those representatives who will be authorised to make binding booking requests on its behalf;
- (c) planning and security restrictions, actual availability of space and facilities at each relevant Venue (including the application of arbitration procedures for the actual allocation of services and facilities);
- (d) the relevant UEFA Guidelines applicable to the use of each unilateral service and facility; and
- (e) compliance at all times by the UBP and its personnel with UEFA Rules, in particular, applicable accreditation, safety and security rules and regulations.

14. UEFA General Obligations, Warranties and Rights

UEFA EURO 2012™ Organisation

- 14.1 UEFA undertakes to the UBP that it shall organise and stage UEFA EURO 2012™ in accordance with the official published format (from time to time) for UEFA EURO 2012™. Such format being, as at the Commencement Date, as illustrated in Schedule 2. UEFA shall notify the UBP promptly in the event of any change in the format of UEFA EURO 2012™.
- 14.2 UEFA reserves the right to vary the host nations and/or Venue(s) at which UEFA EURO 2012™ or any part thereof is scheduled to take place and the format for the event (including Match schedule) at any time during the Term.
- 14.3 UEFA further reserves the right to change the name of UEFA EURO 2012™ and/or amend or substitute any of the UEFA EURO 2012™ Marks at any time during the Term. In the event of any such change, amendment or substitution, the UBP shall, unless otherwise expressly permitted by UEFA in writing:
 - (a) stop using and releasing materials which bear or otherwise use the relevant name or mark which is/are the subject of such change, amendment or substitution; and
 - (b) recall such materials which have already been distributed to the extent within its reasonable control.

UEFA Warranties

- 14.4 UEFA warrants and represents that:
 - (a) It is an association formed under articles 60 et seq. of the Swiss Civil Code and it has been in continuous existence since its formation;



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- (b) It has the full right, title and authority to enter into this Agreement and to accept and perform the obligations, undertakings, warranties, representations and agreements stipulated to be performed by UEFA pursuant to this Agreement; and
- (c) the person(s) signing this Agreement on behalf of UEFA have been duly authorised by UEFA to do so and no other action is, or will at any time during the Term, be necessary to authorise the signature of, and entry into, this Agreement or the performance of any action contemplated to be performed by UEFA by this Agreement.

14.5 Any and all consents or approvals of UEFA to be given or obtained, may, unless otherwise expressly stated, be granted or withheld at UEFA's absolute discretion.

14.6 Any and all matters, facts or things to be determined, specified or designated by UEFA may, unless otherwise expressly stated, be determined, specified or designated by UEFA at its absolute discretion.

Basic Match Feed

14.7 UEFA shall itself, or procure that relevant third parties, at UEFA's cost, produce the Basic Match Feed for each Match and a Live feed of the Final Draw and shall make such feeds available to the UBP.

14.8 The UBP shall enter into a separate agreement with UEFA, or such other service provider as UEFA may designate, for the multi-lateral uplink of the Basic Match Feed to an appropriate satellite transponder (such separate agreement being the UEFA Ratecard).

14.9 The UBP shall be responsible at its own cost and risk for arranging and effecting the downlink of the Basic Match Feed from the relevant UEFA designated satellite and for any onward relay or re-transmission of the Basic Match Feed to the UBP's play-out centre (or such other ultimate destination for the Basic Match Feed as the UBP may require). Accordingly, the UBP acknowledges and agrees that UEFA shall have no responsibility whatsoever in this regard.

14.10 UEFA shall have no responsibility or liability under this Agreement in respect of satellite uplink, downlink and transmissions any and all responsibility in respect of such matters (if any) being determined under and pursuant to the UEFA Ratecard.

15 UBP General Obligations and Warranties

General Obligations

15.1 The UBP undertakes to UEFA that it shall, during the Term:

- (a) exercise the rights granted to it under this Agreement, strictly in accordance with the terms set out herein;



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- (b) promptly and fully observe and comply with all Applicable Law, including without limitation any Applicable Law relating to protected or listed events in relation to the rights granted hereunder and that the UBP shall be solely responsible to the exclusion of UEFA for such compliance;
- (c) promptly and fully observe and comply with all UEFA Guidelines, UEFA Rules and all other reasonable instructions of UEFA, including, by way of example only, those relating to the organization, staging, safety and image of the Matches;
- (d) grant news access to other broadcasters within the Territory solely to the extent required by Applicable Law and any relevant UEFA Guidelines relating to news access which may be issued from time to time; and
- (e) promptly provide UEFA with prior written notice of any proposed change in control of the UBP setting out reasonable details of the proposed change.

UBP Warranties

16.2 The UBP warrants and represents that:

- (a) It has not entered into and will not enter into any agreement with any third party inconsistent with the provisions hereof;
- (b) It is a company validly formed under the laws of the Territory and It has been in continuous existence since its formation;
- (c) It has and shall have the full right, title and authority to enter into this Agreement and to accept and perform the obligations, undertakings, warranties, representations and agreements stipulated to be performed by the UBP pursuant to this Agreement, in particular but without limitation, it holds all necessary national licences, authorisations and permissions to operate the Designated Channels throughout the Territory and throughout the Term;
- (d) the person(s) signing this Agreement on behalf of the UBP have been duly authorised by the board of directors of the UBP (and/or any similar body with such authority) to do so and no other action is, or will at any time during the Term, be necessary to authorise the signature, execution of, and entry into this Agreement or the performance of any action contemplated to be performed by the UBP by this Agreement;
- (e) the information provided by the UBP to UEFA as part of its offer in response to UEFA's invitation to tender in February 2009 and subsequent expression of interest letter dated 31 January 2011 referred to in the Introduction to this Agreement and in particular the information regarding the ownership structure and control of the UBP, is true, correct and accurate in all respects as of the Commencement Date; and

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- (f) as at the Commencement Date, there is no Applicable Law in force which prevents or imposes any restriction on the UBP in complying with its obligations under this Agreement and that to the best of the UBP's knowledge and belief, having made all due and proper enquiries, no such restriction is due to come into force during the Term.

Designated Channels/Designated Channel Website/Designated UBP Mobile Portal Warranties

15.3 The UBP warrants, represents and undertakes, as at the Commencement Date and throughout the Term, that:

- (a) the Designated Channels, the Designated Channel Website, the Designated UBP Mobile Portal are and shall remain throughout the Term, wholly owned and controlled by the UBP;
- (b) the Designated Channels are and will, throughout the Term, continue to be:
 - (i) received within the Territory in intelligible form, and in respect of Sub-Licensee's designated channel(s), by a minimum of eighty percent (80%) of all television households within the Territory, or such greater percentage as may be required by Applicable Law in order for the UBP to acquire the rights granted herein; and
 - (ii) operated in accordance with such business model as may be required by Applicable Law in order for the UBP to acquire the rights granted herein;
- (c) the Designated Channels show and will continue to show at least twenty (20) hours daily of regularly scheduled audio-visual programming which are and will continue to be transmitted for immediate reception and viewing by all viewers of the Designated Channels in the same order and at the same time;
- (d) in respect of all Delivery Systems used by the UBP for the transmission of the Designated Channels: (i) such transmissions must be on a simultaneous unmodified basis; and (ii) the Delivery Systems used for the purposes of this Agreement must be the same as those ordinarily used by the UBP in the normal operation of its business and used in the same manner;
- (e) save as expressly permitted pursuant to Clause 15.6 and 15.7 below, all transmissions of the Designated Channels, the Designated Channel Website and Designated UBP Mobile Portal are and will continue to be not receivable or viewable in intelligible form by viewers located outside of the Territory;
- (f) the Designated Channels, Designated Channel Website and Designated UBP Mobile Portal are intended to serve and to be received and viewed by the national audience resident within the Territory and any advertising carried thereon is directed at said national audience;

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- (g) the availability (if any) of transmissions of the Designated Channels, the Designated Channel Website and the Designated UBP Mobile Portal outside of the Territory is not and will not be marketed by the UBP or any UBP licensee in any media anywhere;
- (h) the Designated Channels have, and will continue to have, in respect of digital transmissions, a separate electronic programme guide listing, and, in respect of analogue transmissions, a separate channel number from any other service or channel;
- (i) the Designated Channels are, and will continue to be, only made available to viewers on a Pay basis and, without prejudice to the foregoing, none of the Programmes will be provided on the Designated Channels on a pay per view or video-on-demand basis;
- (j) the Designated Channel Website and the Designated UBP Mobile Portal do not and shall not contain any Prohibited Material and that, without prejudice to UEFA's rights and remedies in respect of any breach of the foregoing, the UBP shall, upon notification by UEFA, immediately remove any material which UEFA in good faith considers to constitute Prohibited Material.

15.4 In connection with the warranties set out in this Clause 15, no actual or imputed knowledge of any fact, matter or thing on the part of UEFA prior to the Commencement Date shall in any way prejudice or affect UEFA's rights and remedies against the UBP for breach of any warranty.

Overspill and Encryption

- 15.5 The UBP shall ensure that all technical transmissions to and between its transmission facilities (in particular all uplink and downlink transmissions) are encrypted on a high-level conditional access basis whereby access to the relevant signal is dependent upon the use of receiving equipment which only decrypts the signal if the user of the equipment is individually and specifically authorised by the UBP to view the transmission ("Encrypted").
- 15.6 The UBP shall eliminate overspill outside of the Territory of its transmissions of content using the rights granted hereunder, including by ensuring that its transmissions:
- (a) by satellite are Encrypted and that no access is permitted to any persons outside of the Territory;
 - (b) are not re-transmitted by cable (or equivalent similar delivery system) outside of the Territory by the UBP or on the UBP's behalf, save that it is expressly acknowledged that Applicable Law may operate so as to permit third parties to carry the Designated Channels (including Programmes). The restriction set out in this Clause 15.6(b) relating to cable re-transmission shall only not apply in respect of those countries (if any) in which the UEFA licensed official broadcast partners for such countries agree in writing to such re-transmission of the Designated

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Channels (including Programmes). A copy of such written agreement must be provided to UEFA promptly upon request. For the avoidance of doubt, the foregoing is not and shall not be construed as any grant of rights by UEFA in respect of any country outside of the Territory;

- (c) by analogue terrestrial transmission and/or digital terrestrial transmission use only the UBP's usual analogue and/or digital terrestrial transmission systems and that the transmissions do not overspill outside the Territory other than as a natural and necessary consequence of using such usual analogue and/or digital terrestrial transmissions systems;
- (d) via the Internet (in particular, but not limited to, the Designated Channel Website) are restricted at all times to users within the Territory using geo-blocking technology which can be objectively demonstrated to be at least ninety-six percent (96%) effective and shall, if requested by UEFA, promptly provide information and evidence as to the effectiveness of geo-blocking or other technological means deployed in order to prevent users outside the Territory from accessing and viewing such transmissions;
- (e) via the Designated UBP Mobile Portal are restricted at all times to users within the Territory, save that it is acknowledged that industry standard roaming services may enable a user to access the Designated UBP Mobile Portal while located outside of the Territory.

15.7 The UBP shall enable access free of charge for UEFA (and/or UEFA's appointed monitoring agency/ies) to the UBP's transmissions of all Programmes and Trailers, for example to facilitate monitoring and research activities. Without prejudice to the generality of the foregoing, the UBP will, if required by UEFA, provide to UEFA (and/or UEFA's appointed monitoring agency/ies) free of charge, a reasonable number of smart cards, decryption codes, decoders, user IDs and passwords and User accounts (including if necessary, SIM cards) and will, notwithstanding the geo-blocking requirements above, enable access for UEFA to transmissions on the Designated Channel Website and Designated UBP Mobile Portal.

15.8 Subject only to UEFA Guidelines (if any) on news access and to Applicable Law, the UBP will not authorise, permit or allow any other person to access the Basic Match Feed, Additional UEFA Programming, any Programme and/or Trailer, save for such third party service providers (if any) as may be contracted by the UBP and directly involved in the development and/or transmission of Programmes and/or Trailers on the UBP's behalf. In this regard, the UBP shall:

- (a) ensure that such third party service providers do not grant access to any further third party (other than Users or end-user viewers); and
- (b) remain fully liable in all respects to UEFA for all of its obligations hereunder.

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- 15.9 The UBP shall promptly provide to UEFA in writing, all information as may be requested by UEFA from time to time to enable UEFA to verify the UBP's compliance with the provisions of Clauses 15.5 to 15.8,

Information and Reporting Obligations

- 15.10 In order to assist UEFA in complying with relevant broadcast regulations and restrictions under Applicable Law, UEFA shall send to each broadcaster, including the UBP, a questionnaire regarding relevant and applicable restrictions which may apply in each broadcaster's territory in relation to the nature and length of materials permitted to be transmitted on television, including in respect of the Title Sequences, Break Bumpers and Billboards. The UBP shall complete fully such questionnaire to the best of its knowledge, having made all due enquiries and return the same to UEFA within ten (10) Business Days of receipt of UEFA's questionnaire or of notice that such questionnaire can be accessed on UEFA's online administration system.

Further, the UBP shall, within a reasonable timeframe after the Commencement Date and, if applicable, after any relevant change to Applicable Law, or at any time upon request from UEFA, notify UEFA of any Applicable Law in the Territory (including any Applicable Law relating to broadcast sponsorship, on-screen credits, sale of commercial airtime and protected/listed events) and any changes thereto affecting the exercise of the rights granted to the UBP or the fulfilment of the UBP's obligations hereunder. All details of the relevant Applicable Law and changes thereto must be submitted to UEFA in both the original and in the English languages.

- 15.11 Within five (5) Business Days of receiving any materials (including Title Sequences, Break Bumpers and Billboards) from or on behalf of UEFA for inclusion within any Programme, the UBP shall confirm to UEFA in writing that transmission of the same in the form provided and at the times required by UEFA, is permitted by Applicable Law, or, if not permitted, then the reasons why such transmission is not permitted and recommendations for changes which might be made so as to achieve compliance.
- 15.12 The UBP shall confirm to UEFA in writing on 1 November 2011 and on 1 May 2012 that as at such date, it has complied fully with the commercial obligations set out in Clause 10. In the event of failure by the UBP to comply with its transmission and Programme-related obligations under this Agreement, other than by reason of the occurrence of a Force Majeure Event, the UBP acknowledges that such failure is a material breach of this Agreement.
- 15.13 The UBP shall submit to UEFA the following:
- (a) at least ninety (90) days prior to the scheduled date for their respective first transmission, copies of proposed broadcast schedules for all Programmes and Trailers, and total potential audience (or channel universe) figures for the Designated Channels. If any relevant broadcast schedule is modified or updated after such date, the UBP shall notify UEFA as soon as such modification or update is known;

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- (b) in respect of each day during the period between the opening Match and the final Match (both days inclusive) including in respect of each non-Match day during such period, a daily written report regarding the transmission of Programmes and Trailers by it on each day, in a form to be specified by UEFA. The UBP shall ensure that each such report is received by UEFA by no later than 10:00 CET on the day immediately following the day to which each report relates and includes as a minimum, the following:
- (i) details of the Programmes and Trailers transmitted by the UBP on each such day (including the channels, time and duration of the relevant Programmes);
 - (ii) confirmation that each Programme and Trailer was transmitted on the required Designated Channels, in accordance with the broadcast schedule submitted to UEFA in accordance with Clause 15.13(a) above; and
 - (iii) confirmation that each Programme and Trailer, as transmitted by the UBP, complied fully with the Programme Format, including confirmation that all required opening and closing Title Sequences, Break Bumpers and Billboards were transmitted as required under Clause 9.3.

15.14 The UBP shall provide to UEFA in writing by e-mail, the following audience/viewership and usage statistics and data for all Programmes transmitted on the Designated Channels:

- (a) audience figures, including:
- (i) entire Programme figures;
 - (ii) figures relating to actual Live Match footage viewing; and
 - (iii) peak viewing figures;
 - (iv) market share;
 - (v) ratings;
 - (vi) start and end times and duration.

The above data must be received by UEFA as soon as such data becomes available and in any event by no later than 10:00 CET on the day immediately following the transmission of the relevant Programme.

- (b) detailed audience data in respect of each Live Match Programme transmitted, including a breakdown by:
- (i) age;
 - (ii) sex;
 - (iii) socio-economic class; and
 - (iv) minute-by-minute audience data (if ordinarily available).



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The above data must be received by UEFA as soon as possible following the last Match Programme and in any event no later than one (1) month after the end of the final Match.

- (o) In respect of any permitted interactive or enhanced television services and on-air competitions:
 - (i) the number of users, participants and subscribers per day; and
 - (ii) gross and net revenues (with breakdown of costs) in respect of such services and competitions.

The above data must be received by UEFA as soon as possible following the last Match Programme and in any event no later than one (1) month after the end of the final Match.

- (d) monthly subscriber figures, demographics and audience data (or where no official audience data is available, audience estimates) in respect of each Designated Channel during UEFA EURO 2012™. The above data must be received by UEFA as soon as possible following the last Match Programme and in any event no later than one (1) month after the end of the final Match.

15.15 The UBP shall deliver to UEFA a comprehensive post-event report relating to UEFA EURO 2012™ content accessed by users of the Designated Channel Website and Designated UBP Mobile Portal. All relevant data should be of the highest quality available to the UBP and as a minimum must contain details of page views, visitor numbers, unique users and subscribers (where appropriate) to UEFA EURO 2012™ content. Such post-event report must be received by UEFA as soon as possible and in any event no later than one (1) month after the end of the final Match.

15.16 All information data and statistics required to be provided to UEFA pursuant to Clause 15.14 and 15.15 above shall be at least industry standard data in the Territory relied upon by the UBP in the ordinary course of its business, including, where applicable, for provision to advertisers, and shall be sent to UEFA by e-mail in a format convenient to the UBP (or if requested by the UBP, using a template provided by UEFA). In respect of the above statistics reporting obligation, the UBP shall notify UEFA in writing of its designated contact person for the co-ordination of such reporting by no later than ninety (90) days prior to the day of the opening Match.

15.17 The UBP acknowledges that UEFA may disclose such information:

- (a) to relevant interested third parties connected with UEFA EURO 2012™, including Sponsors and any agency appointed by UEFA in respect of the preparation of post-UEFA EURO 2012™ reports; and
- (b) publicly in a generalised form without identification of the specific broadcaster, for the purposes of general promotion of UEFA EURO 2012™ and any future editions of the UEFA European Football Championship™.

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15.18 The UBP shall, upon request and free of charge, provide to UEFA the following copies of Programmes and Unilateral Footage:

- (a) one DVD-PAL video recording of each Programme transmitted by or on behalf of the UBP within seven (7) days of the date of UEFA's request for the same;
- (b) a broadcast standard DigiBeta tape of Unilateral Footage within twelve (12) hours of producing the same, to be delivered to UEFA at the international broadcast centre or such other location as UEFA may reasonably require.

Support for UEFA Public Screening Programme

15.19 Without prejudice to the rights granted to UBP pursuant to Clause 2.1 (g) and subject to the other provisions of Clause 15.20 to 15.22 below, it:

- (a) UEFA decides, in its sole discretion, to use the TV signal of a broadcaster for any Live Match public screening event staged by UEFA within the Territory, UEFA shall use the TV signal of the UBP or the Sub-Licensee for such purposes; and
- (b) UEFA licences any third party to stage a Live Match public screening event within the Territory and such party is to use the TV signal of a broadcaster for such purposes, UEFA shall contractually require such third parties to use the TV signal of the UBP or the Sub-Licensee in respect of the relevant Live Match.

15.20 For the purposes of the public screening events referred to in Clause 15.19 above, the UBP shall provide and shall procure that the Sub-Licensee provides, to UEFA and UEFA's public viewing event licensees, access, on a free of charge basis, to the Live Match television signal, and upon request by UEFA, any other Programme transmitted by the UBP or the Sub-Licensee for screening at such public screening events. Such access shall include access to both a standard definition signal and high definition signal, subject only to the relevant signal being ordinarily produced and transmitted by the UBP or the Sub-Licensee.

15.21 It is acknowledged and agreed that:

- (a) Clause 15.19 applies only to Live Match Footage and accordingly, UEFA and its licensees shall not be obliged to screen any part of the UBP's or Sub-Licensee's Live Match Programme or any other programming which is not Live Match Footage. Further, for the avoidance of doubt, UEFA shall not be obliged, whether itself, or to contractually require or otherwise procure that any third party will show, during any Live Match public screening event, the entirety of any relevant Programme, access to which is provided pursuant to Clause 15.20 above, or any associated advertising transmitted by the UBP or Sub-Licensee; and

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- (b) UEFA and UEFA licensees of official UEFA EURO 2012™ public screening events shall, at UEFA's discretion, be entitled to produce and screen other content as part of the public screening events (including advertising spots, tournament reviews, highlights, and other non-Live Match content).

15.22 If the UBP fails or is unable for any reason to comply, or fails to procure that the Sub-Licensee complies with its or Sub-Licensee's obligations under Clause 15.20 above, then without prejudice to any other rights or remedies UEFA may have in respect of the same, the provisions of Clause 15.19 shall not apply and UEFA shall be entitled to use and authorise its relevant licensees to use any other Live Match signal, whether the Basic Match Feed or the television signal of any other broadcaster, including those appointed for other territories.

Obligation to Sub-License Free rights

15.23 The UBP undertakes to:

- (a) sub-license the Media Rights and other related rights in respect of Live Match Programmes, Highlights Programmes, Support Programmes and Match Day Clip Programmes and Trailers related to the Programmes listed in Clause 2.1 (b);
- (b) sub-license the Media Rights and other related rights in respect of the Final Draw Programmes listed in Clause 2.1 (b) in the event that the Israeli national team qualifies for UEFA EURO 2012™;
- (c) use its best endeavours to sub-license the Media Rights and other related rights in respect of the Final Draw Programmes listed in Clause 2.1 (b) in the event that the Israeli national team does not qualify for UEFA EURO 2012™ for exploitation in the Permitted Languages only on a Free basis to a third party broadcaster

satisfying the requirements of Clause 15.3 (b) prior to 30 December 2011. The UBP shall notify UEFA of its proposed sub-licensing arrangements by 30 November 2011 at the latest and request UEFA's prior written approval in principle (such approval not to be unreasonably withheld) with full details of the proposed sub-licensee, the media rights to be sub-licensed, the proposed exploitation of such rights by the proposed sub-licensee and such other relevant information as UEFA may reasonably require. Any such proposed sub-licence shall be subject to compliance with the provisions of Clause 22.2.

15.24 In the event that by 30 December 2011 the UBP has not sub-licensed the Media Rights as contemplated above in Clause 15.23 UEFA shall, at its discretion and upon notice to the UBP, be entitled to terminate the UBP's right to sub-license the programmes listed in Clause 2.1 (b) and all rights in respect of such programmes (including UBP's public viewing rights referred to in Clause 2.1 (g) in respect of the 10 Live Match Programmes referred to in Clause 2.1 (b) shall automatically revert to UEFA. For the sake of clarity in such circumstances all UBP's obligations under this Agreement shall remain

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unaffected and in particular its obligation to pay the full Licence Fee under Clause 6.

15.25 The UBP acknowledges and agrees that in the event that UEFA issues a notice as contemplated at Clause 15.24 above:

- a) Clause 2.1 (b) shall be amended automatically without need for further confirmation or agreement, to reflect the consequences of termination set out above. For the avoidance of doubt, the Broadcaster shall retain all other Media Rights not listed in Clause 2.1 (b), and
- b) UEFA shall be freely entitled to grant any and all such rights to any Free broadcaster which satisfies the requirements of Clause 15.3 (b) in the Territory on such terms as UEFA may determine at its sole discretion having used its best commercial efforts.

15.26 If UEFA further exploits the Media Rights listed in Clause 2.1 (b) as contemplated at Clause 15.25 (b) above, UEFA shall provide to the UBP a statement in respect of monies received (if any) from any applicable broadcaster. UEFA shall pay such amount (net of any taxes, withholdings and deductions) to the UBP within 30 days of receipt by UEFA of a valid invoice from the UBP.

15.27 In the event that Clause 15.26 above applies, the UBP acknowledges and accepts that the maximum amount UEFA shall be required to account (in a statement) and pay to the UBP will not exceed Euros two million (€ 2,000,000).

16 Term and Termination

- 16.1 This Agreement shall commence upon the date of execution by UEFA, being the Commencement Date, and shall, unless terminated earlier in accordance with the terms set out herein, expire on 31 December 2012 (inclusive).
- 16.2 Either Party may, without prejudice to its other rights under this Agreement or at law, terminate this Agreement forthwith by notice in writing to the other if:
 - (a) other than as a result of a Force Majeure Event, the other Party is in material breach of any of its obligations under this Agreement and such default or breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the other Party within twenty-one (21) days of a written request to do so;
 - (b) subject to Clause 16.3 below, the other Party has been unable to perform all or any of its obligations under this Agreement as a result of a Force Majeure Event for more than ninety (90) days;
 - (c) the other Party becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation) 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 other Party ceases or threatens to cease to carry on business or if

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any bankruptcy or other similar proceedings under the "*Loi fédérale sur la poursuite pour dettes et la faillite*", at a creditor's or at its request, are instituted against the other Party, or if the other Party commits or suffers any act or event equivalent or analogous to any of the foregoing in any jurisdiction to which it is subject; or

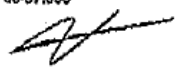
- (d) any distress or execution is levied on any of the assets of the other Party or any judgement for a monetary sum is given against the other Party and in either case the relevant debt or sum is not paid within twenty-one (21) days.

16.3 If UEFA EURO 2012™ is postponed for a period of more than ninety (90) days from the date originally scheduled for the playing of the opening Match then, notwithstanding Clause 16.2 above, if UEFA is reasonably able to demonstrate that UEFA EURO 2012™ will be staged within a period of thirteen (13) months of such date, the UBP shall not be entitled to terminate this Agreement. In such circumstance, if UEFA EURO 2012™ is held in 2013, the Term shall be extended automatically until 31 December 2013.

16.4 UEFA may (without prejudice to its other rights under this Agreement or at law) terminate this Agreement upon written notice to the UBP if:

- (a) the UBP is in material breach of any of its obligations under this Agreement other than as a result of a Force Majeure Event and such breach occurs:
- (i) less than thirty (30) days but more than seven (7) days before the scheduled date for the opening Match to take place and such breach is not remedied (if capable of remedy) within seven (7) days of UEFA's request to do so; or
 - (ii) less than seven (7) days before the scheduled date for the opening Match to take place or at any time during UEFA EURO 2012™ and such breach is not remedied (if capable of remedy) within twenty-four (24) hours of UEFA's request to do so;
- (b) there is a change of control of the UBP;
- (c) there is any transfer of material assets or business to a third party by the UBP without the prior written consent of UEFA; and/or
- (d) the UBP ceases or threatens to cease carrying on the whole or any material part of its business.

16.5 UEFA may, without prejudice to its other rights under this Agreement or at law, suspend the rights granted to the UBP hereunder or any of them (including without limitation the delivery and/or availability to the UBP of the Basic Match Feed and/or Additional UEFA Programming) without the UBP obtaining or otherwise being entitled to any right to compensation or reduction in the Licence Fee during any period in which the UBP is in breach of any of its obligations under this Agreement including, by way of example only, its



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obligation to pay the Licence Fee (or any instalment thereof) to UEFA when due.

16.6 Expiry or termination of this Agreement for any reason shall be without prejudice to the rights and liabilities of either Party which have accrued or been incurred prior to the date of termination and shall be without prejudice to any provision of this Agreement which is expressed to remain in full force and legal effect notwithstanding expiration or earlier termination of this Agreement.

16.7 Upon expiry or prior termination of this Agreement:

- (a) the UBP's right to exercise all and any of the rights granted hereunder shall terminate immediately and automatically revert to UEFA. UEFA shall be immediately entitled itself to exercise or to authorise any person to exercise any and all such rights;
- (b) all sums that have already been paid by the UBP to UEFA hereunder, as at the date of termination or expiry of this Agreement, shall remain fully with UEFA and UEFA shall not be obligated to refund any such sums, and all sums outstanding and not received by UEFA from the UBP 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;
- (c) the UBP shall, at its own cost, promptly return to UEFA all of the property of UEFA within its possession or, at UEFA's request, delete or destroy the same and certify to UEFA in writing that it has returned all such property or, as applicable, deleted or destroyed the same such that it no longer has any property of UEFA within its possession; and
- (d) the UBP shall cease to hold itself out as associated with UEFA or UEFA EURO 2012™ in any manner whatsoever save for historic references to the fact of the grant to the UBP of the rights granted under this Agreement within its internal corporate materials such as its annual reports, but not within any advertising or promotional materials intended for release to the public.

17. Indemnities and Liquidated Damages

17.1 The UBP shall indemnify, defend and hold UEFA and each of the UEFA Affiliates, together with their employees, agents, representatives and sub-contractors, ("Indemnified Parties") harmless from and against all claims, losses, costs, actions, damages or liabilities, proceedings, demands and/or expenses (including reasonable legal costs and expenses and any VAT payable thereon) incurred by any Indemnified Party as a result of the UBP's failure to comply with its obligations hereunder. The provisions of this Clause 17.1 shall survive termination or expiry of this Agreement.

17.2 Without prejudice to any other rights or remedies to which UEFA may be entitled under this Agreement or at law (in particular, but not limited to, the

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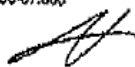
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Indemnity provisions set out above), in the event that the UBP fails to transmit the Programmes (in whole or in part) and/or fails to comply with the presentation obligations and/or the commercial obligations set out in this Agreement, the UBP agrees that, other than where such failure arises due to the occurrence of a Force Majeure Event or on account of technical or other difficulties occurring so as to prevent UEFA from producing and delivering the Basic Match Feed, the UBP shall pay to UEFA by way of liquidated damages a non-reducible sum of one (1) hundred thousand Euros (€100,000) for each day that the UBP is in breach of such obligations (in respect of breach for part of a day, such amount being reduced pro-rata vis-à-vis the UBP's minimum broadcast obligations for that day (as set out in Clause 7)), subject to a maximum of two (2) million Euros (€2,000,000). For the avoidance of doubt, such sums shall be in addition to and not in satisfaction of the payments due pursuant to Clause 17.1. Such liquidated damages shall be due and payable to UEFA within thirty (30) days of the day upon which UEFA notifies the UBP of the relevant claim. All amounts past due from the UBP under this Clause 17.2 shall bear interest in accordance with the provisions of Clause 6.5 above.

The sums referred to above shall be considered as liquidated damages and not as a penalty and represent a reasonable forecast, mutually agreed by UEFA and the UBP, of the minimum actual loss which UEFA shall suffer by reason of the UBP's failure to comply with its relevant transmission and other obligations referred to above.

18 Exclusions and Limitations of Liability

- 18.1 The Parties shall be liable to each other as expressly provided in this Agreement but shall have no other obligation, duty or liability whatsoever in contract, tort or otherwise (including liability for any negligent act or omission).
- 18.2 UEFA shall not be liable to the UBP under this Agreement for any indirect or consequential loss (which shall include loss of revenue, business, contracts, anticipated savings, profits or wasted expenditure) arising out of or in connection with the performance or non-performance of its obligations under this Agreement or any breach thereof even if it was advised in advance of the possibility of such loss or damage.
- 18.3 UEFA's maximum aggregate liability to the UBP in contract, tort or otherwise (including any liability for any negligent act or omission) for damages which are not otherwise limited or excluded under this Agreement howsoever arising out of or in connection with the performance or non-performance of its obligations under this Agreement or breach thereof shall be limited in respect of all incidents or occurrences arising during the Term to a sum equivalent to the amount of the Licence Fee actually received by UEFA from the UBP.
- 18.4 The provisions of Clauses 18.2 and 18.3 above shall not operate so as to limit or exclude any liabilities arising under the indemnities given by the UBP to UEFA pursuant to Clause 17 and shall continue to apply notwithstanding the expiry or termination of this Agreement.



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18.5 The UBP acknowledges and accepts that the UEFA Rules set out procedures for dealing with breaches of the same by players, coaches, managers, teams or UEFA member national associations and the UBP hereby irrevocably waives, and undertakes not to pursue, any claims that it may have under this Agreement or at law in relation to the consequences of any measures or other enforcement action taken by UEFA against any such person.

18.6 Subject to Clause 18.9 below, if any Match is cancelled or UEFA fails to deliver the Basic Match Feed in accordance with this Agreement, for any Match for any reason save as a result of:

- (a) a Force Majeure Event;
- (b) any breach of this Agreement by the UBP;
- (c) causes attributable to the UBP,

then the UBP shall, subject to the other provisions of this Clause 18, be entitled to submit to UEFA a written notice requesting good faith discussions with UEFA as to whether an adjustment of the Licence Fee is appropriate and if so, the value of such adjustment in respect of the Match cancelled or the failure to deliver the relevant part of the Basic Match Feed

18.7 If pursuant to Clause 18.6 above, the UBP is entitled to submit a written notice, such notice must be received by UEFA by no later than thirty (30) days after the final Match. In the event that no such notice is received within the foregoing time period, the UBP agrees that it shall be deemed to have waived any and all claims under this Agreement in respect of the relevant cancellation or failure.

On receipt of such written notice, UEFA and the UBP shall discuss in good faith and endeavour to agree whether:

- (a) any adjustment of Licence Fee is appropriate; and
- (b) if agreed to be appropriate, a fair and reasonable amount of such adjustment of the Licence Fee which is commensurate with and appropriate to the cancellation of the relevant Match(es) or UEFA's failure to deliver the relevant part of the Basic Match Feed.

If despite good faith discussions, the Parties are unable to agree whether any adjustment of Licence Fee is appropriate or the value of such adjustment (as applicable), within thirty (30) days of commencing good faith discussions (or such longer period as may be agreed between the Parties, either Party shall be entitled to submit the matter of the cancellation of the relevant Match and/or UEFA's failure to deliver the relevant part of the Basic Match Feed to arbitration in accordance with the provisions of Clause 24.17.

18.8 If the UBP exercises its rights under Clauses 18.6 and 18.7 above, such request shall be the sole remedy of the UBP, to the exclusion of all other rights and remedies available to the UBP under this Agreement or at law, in respect of the relevant cancellation or failure of UEFA, as applicable.

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18.9 If any Match is:

- (a) cancelled due to either:
 - (i) action taken by UEFA against any participating team (or team scheduled to participate); or
 - (ii) withdrawal of any participating team,
- (b) postponed from the time or date at which it was due to be played to a later time or date; or
- (c) abandoned following kick-off but prior to its conclusion (whether or not the Match is subsequently replayed),

UEFA shall not be deemed to be in breach of its obligations under this Agreement and accordingly the UBP shall not be entitled to any adjustment in the Licence Fee nor to any other right or remedy against UEFA in respect of such cancellation, postponement or abandonment.

18.10 If for any reason, other than due to a Force Majeure Event, the entirety of UEFA EURO 2012™ is cancelled (and not rescheduled and held within thirteen (13) months of the date UEFA EURO 2012™ was originally scheduled to take place) then UEFA shall refund such amounts of the Licence Fee paid to it by the UBP less an amount agreed in good faith by the Parties as representing the value of those rights which the UBP has been able to exercise, notwithstanding the cancellation of UEFA EURO 2012™. The UBP acknowledges and agrees that such refund will be the sole remedy of the UBP, to the exclusion of all other rights and remedies available to it under this Agreement or at law, in respect of such cancellation.

19 Force Majeure

19.1 If either Party is prevented from performing any of its obligations (in whole or in part) under this Agreement as a result of a Force Majeure Event, it shall promptly notify the other of the matters constituting the Force Majeure Event and provide the other with its best estimate of the likely extent and duration of the Force Majeure Event. The Party prevented from performing its obligations under this Agreement by a Force Majeure Event shall be excused from its performance of such obligations from the date of such notice for so long as the Force Majeure Event shall continue provided that:

- (a) such Party shall, throughout the duration of the Force Majeure Event, take all reasonable steps to mitigate the effects of the Force Majeure Event;
- (b) upon cessation of the Force Majeure Event the Party affected shall promptly notify the other of such cessation; and
- (c) the UBP shall not be released from any obligation to pay the Licence Fee or any other amounts payable by the UBP under this Agreement.

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- 19.2 If performance by either Party of such Party's obligation(s) under this Agreement is only partially affected, such Party shall at the other Party's sole option nevertheless remain liable for the performance of those obligation(s) not affected by the Force Majeure Event.
- 19.3 Neither Party shall be liable to the other under this Agreement for any loss, damage, costs, expenses, or other claims for compensation arising as a direct or indirect result of breach or non performance of this Agreement due to a Force Majeure Event.
- 19.4 Subject to the Agreement not having been terminated earlier, if a Party affected by a Force Majeure Event, becomes able to comply with any obligations under this Agreement which it was previously unable to comply due to such circumstances it is agreed that such Party shall immediately and automatically be required to comply with such obligations for the remainder of the Term in the manner and at the times specified in this Agreement.

20 Intellectual Property

Basic Match Feed, Additional UEFA Programming and Footage, Radio Programmes

- 20.1 As between the Parties, subject only to the express licence granted hereunder by UEFA to the UBP, the legal and beneficial ownership of any and all copyright and other Intellectual Property Rights of whatever nature and in whatever form for all purposes throughout the world (including all extensions, reversions and renewals thereof), in all Footage (including but not limited to all Match Footage and Unilateral Footage), all Match commentary, all materials produced by UEFA, (including but not limited to Additional UEFA Programming, Title Sequences, Break Bumpers, Billboards, graphics, Data, other information made available by or for UEFA to the UBP in accordance with this Agreement ("UEFA Materials"), as well as all media and materials upon which such UEFA Materials are stored, shall at all times remain vested in UEFA or, as the case may be, become the sole and exclusive property of UEFA. The UBP shall not by virtue of this Agreement or otherwise, claim any right, title or interest in relation thereto, nor commit or suffer any act or thing whereby any third party would have any lien or would be entitled to take possession of any of the same. All uses of the UEFA Materials shall accrue for the sole benefit of UEFA.
- 20.2 In this regard, the UBP hereby assigns to UEFA, free of charge, (including where applicable by way of present assignment of future rights) all legal and beneficial rights title and interest (including but not limited to all Intellectual Property Rights) which it may from time to time acquire or hold throughout the world in and to the UEFA Materials (including any and all rights to transmit and/or re-transmit the relevant material) whether vested, contingent or future, free of all liens and encumbrances for the full period of such rights therein (including any and all extensions, reversions and renewals thereof) to hold the same unto UEFA absolutely and the UBP shall, in any jurisdiction where such assignment does not take effect, hold such rights for the benefit of UEFA absolutely. Such assignment includes, among other things, the right to use,

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broadcast, publish, reproduce and modify the UEFA Materials in any way known or not yet known, and to license third parties to do the same.

- 20.3 In respect of any Unilateral Footage, the UBP shall ensure that all persons involved in the production of Unilateral Footage who are not full-time employees of the UBP and/or in respect of whom the relevant Intellectual Property Rights are not owned by the UBP automatically upon its creation, the UBP shall procure that all relevant rights are assigned in writing in advance and/or waived as the case may be, prior to such person being involved in the production of any Unilateral Footage.
- 20.4 As is consistent with UEFA's legal and beneficial ownership of the Intellectual Property Rights in the UEFA Materials, the UBP acknowledges and agrees that, subject only to the terms of this Agreement, UEFA shall be entitled to use and exploit or authorise or otherwise permit or allow others to so use and exploit UEFA Materials by any means and for any purpose whatsoever and in any part or parts of the world (including the Territory).
- 20.5 If UEFA commences proceedings involving an infringement or alleged infringement of the copyright in any UEFA Materials assigned to UEFA pursuant to Clause 20.2 above, the UBP shall at UEFA's expense give all reasonable assistance to UEFA in connection therewith, including, but not limited to, the granting on a case-by-case basis and upon request by UEFA of any assignments of the rights to bring legal action in respect of any infringement of rights, notwithstanding Clause 20.2 above, held by the UBP in the transmission by the UBP of any such UEFA Materials.
- 20.6 The UBP acknowledges and agrees that it shall have no right to commence proceedings involving an infringement or alleged infringement of the copyright or any other Intellectual Property Rights in any UEFA Materials, without UEFA's prior written consent, such consent will not be withheld unreasonably. Following receipt of a notification from the UBP of an alleged unauthorised transmission using UEFA Materials, together with reasonable evidence to substantiate such allegation, UEFA shall use reasonable efforts in good faith to consult and discuss with the UBP an appropriate response to such unauthorised activity.
- 20.7 The UBP shall, at its own cost, do such things and/or execute such documents as UEFA may reasonably require from time to time in order to ensure that UEFA receives the full benefit of the assignment envisaged herein.
- 20.8 The UBP shall not infringe the copyright, privacy rights, image or other rights of any third party in exercising its rights under this Agreement. Without limitation, the UBP shall, at its cost:
- (a) obtain the necessary consent and, if necessary, pay for the use of any third party work or material used by the UBP as part of its transmission of the Programmes, Trailers or otherwise in exercising its rights under this Agreement;



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- (b) ensure that its use of Footage and Additional UEFA Programming does not infringe the image, privacy or other rights of any person or entity and shall obtain and pay for all third party releases and permissions as may be necessary for the UBP's particular exploitation; and
- (c) arrange and pay for any and all applicable commentary residuals, music clearances, collecting society fees or other royalty payments which are necessary.

Unless the UBP has secured the necessary applicable third party rights, consent and permissions, no Footage or Additional UEFA Programming may be used so as to focus on any particular team or teams, or any particular players, coaches, officials or other persons connected to UEFA EURO 2012™. Notwithstanding the foregoing, in an on-demand environment, UEFA acknowledges and agrees that the UBP may position Programmes relating to any team and its players more prominently than Programmes relating to any other teams and its players participating in UEFA EURO 2012™ provided that the relevant viewer/User is clearly able to access at all times, equivalent Programmes with respect to such other teams and players. In respect of the foregoing, the UBP acknowledges that UEFA does not grant and has no responsibility or liability in respect of the grant of any necessary third party licences, authorisations, waivers, consents or approvals for the use of any third party rights in or as part of any Programmes in such manner and that it is the UBP's sole responsibility to ensure that it obtains and holds all necessary third party rights, consents and licences.

Archive Material

20.9 As further consideration for the grant of the rights (including the licence granted below in this Clause 20.9), the UBP hereby assigns the UBP Archive Rights (as defined below) throughout the world for the full period of copyright therein and all extensions or renewals thereof to hold the same unto UEFA absolutely and in any jurisdiction where such assignment does not take effect UBP shall hold such UBP Archive Rights in trust for the benefit of UEFA absolutely. Such assignment includes, among other things, the right to use, transmit, publish, reproduce and modify the UBP Archive Footage (as defined below) in any way known or not yet known, and to license third parties to do the same.

"**UBP Archive Rights**" means the entire legal and beneficial title (and any other rights of title in and to all Intellectual Property Rights, including in particular copyright) as are vested in UBP in the UBP Archive Footage (including any and all rights as are vested in the UBP to transmit and/or re-transmit such material).

"**UBP Archive Footage**" means any and all visual (with or without audio) footage (excluding commentary) of any past edition of UEFA European Football Championship™ (including without limitation any and all unilateral footage and/or recordings of any past editions of the UEFA European Football Championship™) which are in the ownership, possession and/or control of the UBP and are the subject of the UBP Archive Rights.

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Subject to the assignment set out in this Clause 20.9, UEFA hereby grants the UBP a non-exclusive, perpetual, irrevocable, royalty-free licence to include the UBP Archive Footage within the UBPs' own television programmes transmitted on the UBPs' own Pay television channels (including the simultaneous unmodified streaming of such channels via the internet and/or Mobile Wireless Technology but otherwise excluding any other transmission of relevant programmes via the internet or Mobile Wireless Technology) in their respective Territories. The foregoing licence expressly excludes:

- (a) any right to grant sub-licences to any third parties and UBP shall not authorise nor permit any third party to use and/or reproduce any Archive Material for any purpose whatsoever; and
- (b) any use of Archive Material, for the creation of any football programming series or repetitive programming of any channel which primarily relates to the review of, or constitutes a feature for, classic sport or football matches (including matches forming part of any UEFA competition staged prior to the Commencement Date).

The UBP further acknowledges that the intention of the Parties in respect of this Clause 20.9 is to clarify that, without prejudice to the licence granted to UBP to use UBP Archive Footage as provided above, that as between the UBP and UEFA that UEFA is the sole legal and beneficial owner of Archive Material and the sole entity entitled to grant licences to use Archive Material to third parties.

UEFA EURO 2012™ Marks

20.10 The UBP acknowledges and confirms UEFA's title to the UEFA EURO 2012™ Marks and shall not at any time do or suffer to be done any act or thing which is likely in any way to prejudice such title. The UBP acknowledges that it shall not acquire and shall not claim any title to any of the UEFA EURO 2012™ Marks or the goodwill attaching to any of them by virtue of the operation of this Agreement or otherwise and agrees that if any right, title or interest in or to the UEFA EURO 2012™ Marks or any goodwill arising out of the use thereof, or any right, title or interest in any copyright, trade mark or design of UEFA should become vested in it (whether by operation of law or otherwise howsoever) it shall hold the same in trust for UEFA absolutely and shall, at the request of UEFA, forthwith and unconditionally assign free of charge all such right, title and interest to UEFA provided that, in any jurisdiction where such assignment does not take effect, the UBP shall continue to hold the same in trust for the benefit of UEFA absolutely.

20.11 The UBP shall not:

- (a) use the UEFA EURO 2012™ Marks in any way that would tend to allow any of them to become generic, lose their distinctiveness, become liable to mislead the public (including without limitation as to quality, nature or geographic origin);

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- (b) to the extent that any of the UEFA EURO 2012™ Marks is or becomes registered, do, or omit to do, anything which might undermine the validity of such marks as registered trademarks;
- (c) adopt or use any other mark, drawing, symbol, emblem, logo, designation or name in a manner which would constitute an imitation or a copyright or trade mark infringement in respect of the UEFA EURO 2012™ Marks; or
- (d) seek to register (whether as a trade mark or as a domain name) any interest or title in the UEFA EURO 2012™ Marks or any word(s) which form part of the UEFA EURO 2012™ Marks in any jurisdiction.

Data

- 20.12 The UBP acknowledges and agrees that any and all Data provided by UEFA or at UEFA's instructions by an authorised third party to the UBP ("UEFA Data") is provided solely for the purpose of and to the extent actually necessary in the production and transmission of Programmes, and to add further editorial content to the UBP's presentation of the Matches (but excluding the development or operation of any secondary applications or exploitation in respect of such UEFA Data). The UBP accordingly agrees that it shall not at any time during the Term of this Agreement, supply, distribute, deliver or otherwise transfer or make available any UEFA Data (in whole or in part) to any third party without the express prior written approval of UEFA. The UBP shall ensure that all use of UEFA Data must be clearly credited as having been supplied by UEFA in accordance with UEFA Guidelines or as otherwise notified by UEFA in writing.
- 20.13 The UBP agrees that any Data to be viewable or otherwise made available as part of its exercise of any approved interactive digital television service or otherwise as permitted in respect of the Designated Channel Website and Designated UBP Mobile Portal, may only be made available to direct consumer end-users and is subject at all times to those end-users expressly agreeing not to extract, re-utilise and/or reproduce such Data for anything other than purely personal use. In particular, it is understood and agreed that no commercial use of Data in any form will be permitted by any such end-users. UEFA Data may not be resold nor otherwise be knowingly made available to any third parties other than to direct consumer end-users on the above terms.
- 20.14 Upon expiration or earlier termination of this Agreement, all UEFA Data in the possession or under the control of the UBP must be returned to UEFA or if directed by UEFA, destroyed and written confirmation provided to UEFA that all such copies of UEFA Data have been destroyed. The provisions of Clauses 20.12 to 20.16 shall survive the expiry or termination of this Agreement.
- 20.15 The UBP agrees that in the exercise of the rights granted under this Agreement and in particular the transmission of the Programmes, it may only use UEFA Data.



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20.16 The UBP agrees and undertakes not to gather or collect (whether itself or using a third party) Data for the purpose of distribution or making available any such Data to any third parties (other than consumer end-users as contemplated under Clause 20.13 above).

Withdrawal of Footage

20.17 UEFA shall be entitled at any time by giving notice in writing to the UBP to withdraw any Footage or Additional UEFA Programming from the grant of rights under this Agreement:

- (a) If UEFA determines that the transmission thereof by the UBP would or might:
 - (i) Infringe upon the rights of third parties;
 - (ii) violate any government regulations, order of a court of law or other ruling of any governmental agency or authority;
 - (iii) subject UEFA to liability; and/or
- (b) In respect of Additional UEFA Programming, at its discretion without liability or obligation to the UBP.

20.18 In the event that UEFA withdraws any Footage (other than any Footage comprised within Additional UEFA Programming) pursuant to the above prior to the initial transmission of that Footage, UEFA shall have the right to elect either to provide to the UBP substitute Footage (if available) in place of or instead of the Footage so withdrawn or to reduce the Licence Fee payable to UEFA hereunder by such amount as UEFA reasonably determines to be equal to the value of the Footage withdrawn.

21. No Unauthorized Association/Anti-Ambush Marketing

The UBP acknowledges the importance to UEFA of maintaining the high standing of UEFA's name, that of UEFA EURO 2012™ and any associated branding and/or Intellectual Property Rights (including the UEFA EURO 2012™ Marks) and the integrity of UEFA's commercial/marketing programmes. The UBP further acknowledges that:

- (a) all commercial, marketing and media rights in connection with UEFA EURO 2012™ are owned and controlled exclusively by UEFA and accordingly, no person is permitted to be associated in any manner whether directly or indirectly with UEFA EURO 2012™ without the express prior consent of UEFA; and
- (b) UEFA has granted and/or will grant to its commercial partners, certain exclusive rights of association with UEFA EURO 2012™,

and accordingly, the UBP shall not: (i) itself; or (ii) permit (whether itself or via any UBP Affiliate) any third party who is not a Sponsor or other person expressly authorised by UEFA, to associate in any manner, whether by sponsorship, promotion, marketing, advertising or other activity, to gain an



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unauthorised association with UEFA EURO 2012™ and/or UEFA or to otherwise exploit or benefit from the goodwill, image, name and/or publicity associated with UEFA EURO 2012™ without UEFA's express prior written consent and approval.

The provisions of this Clause 21 shall survive the expiry or termination of this Agreement.

22. No Assignment, Sub-licence or transfer

22.1 The UBP expressly acknowledges and agrees that as a general principle, save as expressly permitted pursuant to Clause 4 and Clause 22.2 below, the UBP is not authorised or licensed to assign, sub-licence, transfer, charge, create an encumbrance over or otherwise deal with any of the rights granted to it nor any of its obligations under this Agreement, or to purport to do any of the same without the express prior written consent of UEFA. In particular the UBP is prohibited, whether within or outside of the Territory, from granting any third party the right to transmit any Programmes, Trailers, clips of Footage or any Additional UEFA Programming.

Sub-Licensing to Free broadcaster

22.2 Notwithstanding the provision of Clause 22.1 above, in the event UEFA approves the UBP's proposed sub-licensing arrangements as contemplated in Clause 15.23, such sub-licence shall be subject to the following conditions:

- a) any such sub-licence ("Sub-Licence") shall be made in writing, in the English language and shall be executed by the UBP, the proposed sub-licensee ("Sub-Licensee") and UEFA;
- b) the terms of such Sub-Licence shall be subject to the final approval of UEFA that will not be withheld unreasonably. Except that it is acknowledged and agreed that the UBP shall not be obliged to disclose the financial elements of the Sub-Licence;
- c) the terms of such Sub-Licence must accurately reflect all relevant terms and conditions contained in this Agreement including but not limited to (i) the requirements and restrictions to transmit via Sub-Licensee's designated channel, designated channel website and designated mobile portal only, equivalent to those requirements and restrictions imposed on UBP in Clause 2.1 (b) and (ii) those transmission obligations contained in Clause 7.3.1. In this regard the UBP shall have responsibility for communicating all relevant documentation and information (including but not limited to UEFA Guidelines) to Sub-Licensee necessary to ensure the fulfillment of its obligations under the Sub-Licence;
- d) the UBP shall remain fully responsible and liable to UEFA at all times for any breach of or failure to comply fully with the terms of the Sub-Licence by the Sub-Licensee;



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- e) the terms of the Sub-Licence shall provide that in the event of any breach by the Sub-Licensee of such Sub-Licence, UEFA shall be entitled to bring any claim and/or take any action (including suspension of the Basic Match Feed and/or legal action and termination of the Sub-Licence) directly against the Sub-Licensee without any requirement of prior notification to or consent of the UBP. In such circumstances, UEFA shall be solely entitled to any proceeds of any legal actions or claims;
- f) the Sub-Licence shall not act or be construed so as to reduce, remove or modify any obligation or liability that the UBP may have under this Agreement;
- g) all account management and other activities relating to the Sub-Licence, including, but not limited to, any processing of approvals of use of UEFA EURO 2012™ Marks and Programmes shall be undertaken directly by UEFA only and the UBP shall have no right to authorise or approve any matter nor bind UEFA in any manner;
- h) an unconditional and irrevocable assignment to UEFA by Sub-Licensee of any and all copyright and other IP rights in respect of Sub-Licensee's Programmes, Footage, as may be required by UEFA.
- i) in relation to any unilateral services and facilities which may be made available to UBP in accordance with the provisions of Clause 13, as well as potential access to other services (including but not limited to tickets, accreditation and hospitality) it is acknowledged and agreed by UBP that if such services are subsequently made available to Sub-Licensee they shall be taken from the overall quantity made available to UBP by UEFA.

23 Agent for Service

The UBP confirms that it has appointed:

François Morax, Lindenstrasse 6, P.O.Box 162, 8341 Baar, Switzerland:

Tel: +41 41 769 1055, Fax: +41 41 760 1031, e-mail: fmorax@contrevi.ch

as its authorised agent to accept service of proceedings and notices under this Agreement on its behalf in Switzerland relating to or arising in connection with this Agreement. The UBP shall ensure that written confirmation of acceptance of such appointment, signed by authorised representatives of the appointed agent for service is received by UEFA by no later than ten (10) Business Days after the Commencement Date.

The UBP warrants, represents and undertakes that, in the event that such appointed agent for service ceases to be the UBP's agent for service of proceedings relating to or in connection with this Agreement, for whatsoever reason, the UBP shall immediately appoint and substitute a new agent for service domiciled in Switzerland. The UBP shall immediately provide UEFA with written confirmation of such substitute appointment signed by the new



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agent for service together with full contact details in respect thereof. It is acknowledged and agreed by the UBP that such new appointment shall not become effective until the relevant original signed confirmation acceptance of appointment is received by UEFA and until such time, the previous appointment notified to UEFA and for which UEFA holds a written confirmation of acceptance of appointment, shall remain valid and effective.

24 Miscellaneous

Co-operation of the Parties

24.1 UEFA and the UBP hereby mutually agree that they shall co-operate, liaise and consult with each other in good faith in order to give effect to and implement the provisions and arrangements of this Agreement.

No third-party right to enforce

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

Applicable Laws and UEFA Rules

24.3 All rights and other benefits granted hereunder to the UBP and the performance of the obligations under this Agreement are subject to:

- (a) Applicable Law; and
- (b) UEFA Rules.

In the event of any inconsistency or conflict between the provisions of this Agreement and any Applicable Law and/or UEFA Rules, the relevant Applicable Law and/or UEFA Rules shall prevail.

Assignment, transfer by UEFA

24.4 UEFA may:

- (a) transfer, assign or sub-license all or any of its rights or obligations under this Agreement to any UEFA Affiliate;
- (b) charge, mortgage, assign by way of security or pledge all or any of its rights under this Agreement to any person providing financing to UEFA and any person entering into contractual relations with a provider of finance to UEFA with reference to such financing; and
- (c) sub-license or sub-contract to any third party, the performance of its obligations under this Agreement including the delivery of the rights granted hereunder.

In this regard, the UBP hereby acknowledges that UEFA may appoint and mandate an agency to handle and be responsible for the day-to-day communication, liaison and account management with and of UEFA EURO



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2012™ broadcasters and therefore in the ordinary course of events, such agency shall be the point of contact for the UBP's on all matters relating to the implementation of this Agreement. For such purposes, references in this Agreement to "UEFA" in the context of communications and submission of notices and materials relating to approvals, information and other operational matters shall include within their scope, such agency and the UBP's shall be required to co-operate fully with such UEFA appointed agency in respect of the subject matter of this Agreement. UEFA shall notify and throughout the Term keep the UBP's updated as to the identity and contact details of such agency. Notwithstanding the foregoing, such agency appointed by UEFA shall not be authorised to bind or otherwise legally obligate UEFA in any way whatsoever. In the event of any inconsistency between communications by such agency and any direct communication by UEFA or any UEFA Affiliate, such direct UEFA/UEFA Affiliate communication shall prevail.

Survivorship

- 24.5 The provisions of this Agreement which are expressly or impliedly intended to survive termination or expiration of this Agreement shall survive such termination or expiration.

Confidentiality

- 24.6 The Parties acknowledge and agree that information relating to this Agreement and its subject matter are of a confidential nature, including in particular, the Agreement itself and the provisions thereof, UEFA's host broadcast production plans and other UEFA EURO 2012™ organisation related information which may be disclosed to the UBP. In this regard, the Parties shall at all times (both during and after the Term) keep strictly confidential using at least the same standards of confidentiality as it applies to its own confidential information, any Confidential Information (as defined below) of the other Party, whether disclosed in writing, orally or in any other form or format of which it becomes aware or which enters its possession. In this regard each Party undertakes to the other that it shall:

- (a) not use any such Confidential Information of the other Party for any purpose other than solely in the performance of its obligations and the exercise of its rights under this Agreement;
- (b) not disclose at any time any such Confidential Information of the other Party to any third party either directly or indirectly, save sole for the purpose of performing its obligations under and as envisaged by this Agreement. Notwithstanding the foregoing, a Party may disclose Confidential Information of the other Party to those of its full-time employees and other key personnel and professional advisers who have a bona fide need to know and solely to the extent necessary for the proper performance of this Agreement. In the case of UEFA, the above reference to "key personnel and professional advisers" shall include UEFA's agency appointed to manage the day-to-day operation and account management of this Agreement and UEFA Affiliates. Notwithstanding the foregoing, UEFA may disclose Confidential



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Information to Commercial Affiliates and potential sponsors/commercial affiliates of UEFA for the purposes only of promoting and delivering to such persons, marketing and/or such other rights of associations in relation to UEFA EURO 2012™ and/or any other UEFA properties from time to time and to the persons referred to in **Clause 24.4(b)** above for the purposes only of the relevant proposed or actual financing. In each case, the disclosing Party shall be required to take all such steps as are necessary to bring this obligation of confidentiality to the attention of such personnel prior to any disclosure to them and procuring their compliance with the above confidentiality obligation; and

- (a) promptly deliver up to the other Party, upon request, all documents and other materials in its possession, custody or control (or the relevant parts thereof) that bear or incorporate any relevant Confidential Information.

"Confidential Information" means the terms and conditions of this Agreement and any information and materials in whatever medium and whether written or oral which are obtained under or in connection with this Agreement.

24.7 The above confidentiality obligations shall not apply solely in respect of Confidential Information which:

- (a) at the time of disclosure to the recipient Party was already known by them without any obligation of confidentiality;
- (b) may be or have been made available by a third party other than where such third party has acted in violation of confidentiality obligations owed at the time of disclosure;
- (c) is generally known to the public (other than by reason of a breach of the terms of this Agreement); and/or
- (d) is properly required by any relevant competent court or authority with jurisdiction to be disclosed and then only to the extent strictly necessary, provided that prior to such disclosure the Parties shall consult as to the proposed form of such disclosure and shall take all reasonable action to avoid and limit such disclosure.

24.8 The UBP shall not make any announcement relating to this Agreement, any matter arising in relation to this Agreement and its relationship with UEFA and/or UEFA EURO 2012™ without the prior written consent of UEFA, such consent not to be unreasonably withheld.

UEFA shall at all times have the right to approve in advance of release, the form and content of any such announcement, materials or publications, as they relate to this Agreement and its subject matter.

Notices



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24.9 Any notice given under this Agreement shall be in writing and signed by authorised representatives by or on behalf of the Party giving it and shall be sent by hand, swiss prepaid recorded or special delivery post, courier and/or fax, marked for the attention of the relevant Party and to the address and/or number set out below:

In the case of UEFA:

Union des associations européennes de football
Route de Genève 46
Case Postale
1260 Nyon 2
Switzerland

For the attention of : Head of Marketing-Legal Services
Fax number: +41 22 707 2895

In the case of the UBP:

Charlton Ltd,
15 Masslavita St.,
Tel Aviv 67010,
Israel

For the attention of: Adar Zahavi, CEO
Fax Number: + 972 36240670

or such other address or fax number as may be notified in writing from time to time by the relevant Party to the other Party.

Any notices shall be deemed to have been served:

- (a) If delivered by hand or courier – at the time and date of delivery;
- (b) If sent by fax – at the time and date of the successful fax transmission report; and
- (c) If sent by domestic swiss prepaid recorded or special delivery post – forty-eight (48) hours from the date of posting (the relevant date as evidenced by a postal receipt).

For the avoidance of doubt, notices given under this Agreement shall not be validly served if sent only by e-mail.

Communications on day-to-day operational and account management matters shall, unless expressly instructed by UEFA otherwise, be addressed to the UEFA appointed agency for such purpose and not under this **Clause 24.9**.



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No Variation

24.10 Save as expressly permitted under this Agreement, neither this Agreement, nor any Schedule may be amended modified or varied except in writing and signed by the duly authorised representatives of each of the Parties hereto.

No Waiver

24.11 Any waiver by either Party in respect of a breach of any provision of this Agreement by the other shall only be effective if it is made in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. No delay or omission by a Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it and the single or partial exercise of any such right, power or remedy shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

All remedies, rights and powers provided in this Agreement are (except as expressly provided) cumulative and not exclusive of any other remedies, rights or powers to which the relevant Party may be entitled at law or otherwise.

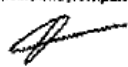
Entire Agreement

24.12 This Agreement, including its Schedules, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and cancels and supersedes any previous agreement or arrangement between the Parties whether oral or in writing relating to the subject matter of this Agreement.

In entering into this Agreement, the UBP acknowledges and agrees that it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not).

Severability

24.13 If any provisions 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. In such circumstance, this Agreement shall be construed as if such illegal, invalid or unenforceable provision had not been contained therein, and the Parties shall use all reasonable endeavours to agree in good faith 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.



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Relationship of the Parties

24.14 In respect of all activities contemplated under this Agreement, the relationship of the Parties is that of licensor and licensee. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to bind the other in any way.

Own Costs

24.15 Each Party shall bear its own costs and expenses in connection with the preparation, negotiation and execution of this Agreement.

Language

24.16 This Agreement is drawn up in the English language. If this Agreement is translated into any other language than the English language version shall prevail and notwithstanding Clause 24.15 above, the UBP shall bear all costs and expenses incurred in relation to such translation, including, without limitation, any subsequent verification thereof.

Governing Law and Arbitration

24.17 The interpretation, construction and effect of this Agreement shall be governed in all respects by the laws of Switzerland without regard to choice of law principles. Any dispute, controversy or claim between the Parties arising out of or in relation to this Agreement and its subject matter shall be resolved exclusively and finally by arbitration under the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force at the date when the relevant notice of arbitration is submitted by the relevant Party in accordance with said rules. The number of arbitrators shall be three (3), with each of UEFA and the UBP nominating one (1) arbitrator and the two (2) arbitrators chosen appointing a third arbitrator to act as chairman of the arbitral tribunal. The seat of the arbitration tribunal shall be Nyon, Switzerland and the proceedings shall be conducted in English.

24.18 Notwithstanding the provisions of Clause 24.17 above, either Party shall be entitled to bring an action in court to:

- (a) obtain temporary, provisional or injunctive measures prior to the constitution of the arbitral tribunal and/or pending the outcome of arbitration (provided such measures do not have the effect of deciding the dispute or rendering any actual or potential arbitration proceedings meaningless); or
- (b) to compel arbitration.

For the purpose of any such proceedings, the Parties hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of Nyon, Switzerland and it being understood that such court remains competent to issue a decision on the sought temporary or provisional measures, even



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where an arbitral tribunal is constituted prior to the conclusion of the relevant court proceedings.

Further, UEFA shall be entitled to seek such temporary, provisional or injunctive measures in the courts of the domicile of the UBP and/or within the Territory.




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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in two (2) originals by their respective duly authorised representatives as of the day and year first above written.

Executed for and on behalf of

UNION DES ASSOCIATIONS EUROPÉENNES DE FOOTBALL by:

Signature  Ataski Ben

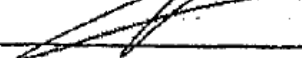
Name Ataski Ben Ataski Ben

Title General Secretary Director

Date 10 June 2011

Executed for and on behalf of

CHARLTON LTD by:

Signature 

Name Alex Zubov

Title CEO

Date 9/6/11