

**EUROPEAN ATHLETICS U18 CHAMPIONSHIPS 2024**

**ORGANISER AGREEMENT**

**between**

**EUROPEAN ATHLETICS ASSOCIATION**

**and**

**SLOVAK ATHLETIC FEDERATION**

**and**

**CITY OF BANSKÁ BYSTRICA**

## TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION .....	2
2. APPOINTMENT .....	11
3. CONDITIONS .....	14
4. THE EVENT AND VENUE .....	14
5. ORGANISER RIGHTS .....	16
6. OPERATIONS AND INFORMATION .....	18
7. TICKETING .....	20
8. HOSPITALITY & VIPS .....	22
9. ACCOMMODATION .....	25
10. TRANSPORTATION .....	28
11. TECHNICAL SERVICES .....	29
12. ACCREDITATION .....	30
13. SAFETY, SECURITY, MEDICAL & ANTI-DOPING .....	31
14. MEDIA RIGHTS & BROADCAST .....	32
15. ORGANISER'S MARKETING RIGHTS .....	34
16. ORGANISER'S OBLIGATIONS RE COMMERCIAL RIGHTS .....	40
17. VIK .....	41
18. ADVERTISING AT OFFICIAL SITES .....	41
19. EVENT PROMOTION .....	44
20. EVENT PRESENTATION .....	44
21. PROMOTIONAL MATERIALS .....	46
22. DIGITAL MEDIA .....	47
23. FINANCIALS .....	48
24. REPRESENTATIONS .....	52
25. INTELLECTUAL PROPERTY RIGHTS .....	53
26. QUALITY ASSURANCE .....	54
27. TERMINATION .....	55
28. FORCE MAJEURE .....	57
29. INDEMNIFICATION .....	59
30. LIABILITY .....	59
31. DATA PROTECTION .....	60
32. MISCELLANEOUS .....	63

## ORGANISER AGREEMENT

This Organiser Agreement is made on 06 May 2022 between:

- (1) **EUROPEAN ATHLETICS ASSOCIATION** of Avenue Louis-Ruchonnet 16, CH-1003 Lausanne, Switzerland ("EA");
- (2) **SLOVAK ATHLETIC FEDERATION** of Junácka 6, 831 04 Bratislava, Slovak Republic (the "Host Federation"); and
- (3) each of the other parties (if any) which are identified as signatories to, and have signed, this Agreement on the signature page(s) hereof (each, a "Host Authority").

### BACKGROUND

- A. EA is a non-governmental international association with a non-profit purpose established in accordance with Article 60 ff of the Swiss Civil Code. As one (1) of the six (6) area associations recognised by World Athletics, EA is the governing body for athletics in Europe and is responsible for developing, promoting and fostering athletics in Europe.
- B. EA is responsible for organising and staging certain athletics competitions, including the Event, and is the owner of all rights emanating therefrom. EA wishes to appoint one of its member federations to host, organise, stage and manage the Event during the Event Period and has conducted a bidding process to solicit expressions of interest in such appointment and to assist it in appointing the appropriate member federation.
- C. The Host Federation is a member in good standing of EA and is recognised by EA as the national governing body for athletics in the Host Country. The Host Federation has expressed its desire to host, organise, stage and manage the Event in the Host City during the Event Period and has outlined the basis on which it proposes to do so in the Bid Documentation which has been submitted to EA.
- D. Various governments in the Host Country and other third parties have executed the Guarantees in support of the Host Federation's desire to host, organise, stage and manage the Event which have been submitted to EA together with the Bid Documentation.
- E. Following its evaluation of the Bid Documentation and the Guarantees, EA wishes to appoint the Host Federation and each Host Authority to host, organise, stage and manage the Event in the Host City during the Event Period, subject to, and in accordance with the Bid Documentation and the terms and conditions set out in this Agreement.
- F. Each Host Authority fully supports the Host Federation's proposal to host, organise, stage and manage the Event in and/or around the Host City and has agreed to be jointly and severally responsible to EA for the obligations of the Host Federation and/or the Organiser under this Agreement.

IT IS AGREED as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Defined Terms.

In this Agreement (including the recitals hereto), the following capitalised terms shall have the following meanings for all purposes:

**"Accommodation Period"** means the period specified in the Event Specific Terms during which the Organiser is required to provide accommodation to participating Member Federations' teams.

**"Accommodation Plan"** has the meaning given to it in Clause 9.1.

**"Accreditation Plan"** has the meaning given to it in Clause 12.2.

**"Advertising Boards"** means advertising boards (which may, in EA's discretion, be traditional static, rotating, LED or other electronic panels) having the dimensions selected by EA that are placed adjacent to the track, course and/or in the in-field area at the Venue that are suitable for displaying permitted advertising for Commercial Affiliates.

**"Advertising Materials"** means advertising materials to be used during the Event for which EA is responsible for the design, production, supply, installation and maintenance, as specified in Clause 18.5.

**"Advertising Regulations"** means World Athletics' Advertising Regulations as they may be replaced, modified and/or supplemented by any EA Regulations that may hereafter be adopted by EA that are applicable to advertising at the Event.

**"Ambush Marketing"** means any marketing or other activity which has not been authorised by EA and which intends to create an association between any person, brand, product or service and the Event or to otherwise benefit from the goodwill of the Event and includes:

- (a) the unauthorised use of the Event Marks, whether on or in connection with products, services, advertising or otherwise;
- (b) any unauthorised sale, sampling, display, promotion or distribution of products, services or promotional material at or near any Official Site;
- (c) any unauthorised display of banners bearing any commercial recognition at or near any Official Site;
- (d) any unauthorised sale or other distribution of Event tickets including in consumer promotions;
- (e) any unauthorised distribution of commercially branded items at or near any Official Site, particularly where such distribution is made free of charge;
- (f) any unauthorised marketing or promotional activities of a Commercial Affiliate; and
- (g) any breach of the Advertising Regulations by a Commercial Affiliate or other Event participant.

**"Agreement"** means this Organiser Agreement including all Schedules hereto as it may hereafter be amended or supplemented from time to time.

**"Applicable Laws"** means all laws, regulations, directives and decrees passed by any competent government, quasi-governmental entity or other entity which has the same authority as the government and all binding final court orders and decrees in any jurisdiction which, in any case, are applicable to the subject matter of this Agreement, including all applicable local, state and federal laws relating to advertising, health and safety and insurance.

**"Awarding Letter"** means the letter from EA to the Host Federation notifying it that it has been appointed under this Agreement.

**"Bid Documentation"** means the bid document submitted by the Host Federation and the Host Authority to EA in connection with their bid to host, organise, stage and manage the Event together with all supporting documentation submitted therewith subject, in any case, to any modifications set out in the Special Terms in Schedule 2 and/or in the Awarding Letter.

**"Broadcaster Handbook"** means a handbook to be compiled by the International Broadcast Signal Provider setting out various matters in relation to the broadcast of the Event and the International Broadcast Signal Service Obligations (e.g. contact details, logistics and rate cards).

**"Commencement Date"** means the later of the date on which this Agreement has been signed and delivered by each of the parties hereto and the date on which the condition precedent specified in Clause 3.1 has been satisfied.

**"Commercial Affiliates"** means the Official Partners and the Organiser Partners.

**"Commercial Hospitality Plan"** has the meaning given to it in Clause 8.6.

**"Commercial Hospitality Programme"** has the meaning given to it in Clause 8.5.

**"Commercial Rights"** means all rights and opportunities relating to the commercial exploitation of the Event by all methods and in all forms of media whether now existing or created or developed in the future including all Media Rights, all Marketing Rights and all rights to compile and exploit statistics and other data in relation to the Event.

**"Concessionaire"** has the meaning given to it in Clause 15.7.

**"Confidential Information"** means any and all information (including the terms of Agreement) which is reasonably regarded by a party hereto as being of a confidential, sensitive or proprietary nature, (including any financial terms, Special Terms set out in Schedule 2 or other negotiated aspects of this Agreement) and any financial information such as budgets and projections, business plans, forecasts and strategies, marketing or sales information, customer or supplier lists, new business opportunities development projects or any other know-how or information that is supplied by or on behalf of one party to another that is marked as "confidential" or can reasonably be expected to be confidential regardless of the format in which such information is disclosed and of whether or not such information relates specifically to the Event.

**"EA Appointed Person"** means any person (which, for the avoidance of doubt, may be a company) notified to the Host Parties by EA from time to time as being an "EA Appointed Person" with a specific role and/or responsibility on behalf of EA in relation to the organisation, management and staging of the Event including those specified in the Event Specific Terms, in each case, as they may be removed or replaced from time to time with written notice from EA.

**"EA Documents"** means each of the guidelines, regulations, requirements or similar documents relating to the Event that are referred to in the Event Organisation Manual or are hereafter issued by EA to the Organiser (as, in each case, they may from time to time be amended, supplemented and/or replaced).

**"EA Ethics Code"** means the Code of Ethics that has been, or is hereafter, adopted by EA as it may be replaced, supplemented and/or amended from time to time.

**"EA Event Management System"** means EA's event management platform that the Organiser is permitted (and required) to use in connection with the organisation, management and staging of the Event.

**"EA Family"** means the EA Council Members, EA Honorary Members, World Athletics Council Members, EA Appointed Persons, EA Officiating Persons, EA Commission Members, Member Federation representatives, athletes representatives authorised by World Athletics, representatives of Official Partners, EA staff, organisers (and potential organisers) of EA meetings and events, World Athletics Diamond League Meeting Directors and any other persons so designated by EA;

**"EA Marks"** means the "European Athletics" name and any associated logos, designations, slogans or other marks in any form developed and/or used by EA (including the EA Logo), in each case, as modified and/or replaced from time to time.

**"EA Materials"** means:

- (a) the EA Marks;
- (b) the Event Marks;

- (c) the Event Identity;
- (d) the Event Website and any related domains and or URL's, EA's social media pages and accounts and any content published thereon or on the Event Website from time to time;
- (e) all Promotional Materials;
- (f) the International Broadcast Signal and any other audio, audiovisual or visual images or other coverage of the Event (including any images produced in connection with in-Venue presentation) and any recording or transmission thereof;
- (g) the medals referred to in Clause 20.8 and any moulds, designs, specifications and other materials or information required to produce additional such medals; and
- (h) all data and information relating to, or generated in connection with the hosting, organisation, staging and management of the Event in any medium including any data or information relating sporting results, participants, spectators and other customers.

**"EA Officiating Person"** means any person appointed from time to time by EA in accordance with World Athletics' Regulations or the EA Regulations (or otherwise) in connection with the officiating of the sporting aspects of the Event including those specified as in the Event Specific Terms, each as notified to the Organiser by EA and as may be removed or replaced from time to time with written notice from EA.

**"EA Regulations"** means the rules and regulations that have been, or are hereafter adopted, by EA that are applicable to the Event (including the EA Competition Regulations and the EA Ethics Code) as they may be replaced, supplemented and/or amended from time to time.

**"EBU"** means the European Broadcasting Union.

**"EBU Contract"** means the media rights agreement dated 11 August 2018 into between EA and the EBU pursuant to which EA has granted Media Rights in relation to the Event to the EBU on a worldwide basis (as replaced, amended and/or supplemented).

**"EBU Technical Annex"** means the technical annex attached to the EBU Contract (or otherwise agreed between the EBU and EA) that sets out certain production, technical and other standards, specifications, requirements and obligations in relation to the International Broadcast Signal and the International Broadcast Signal Service Obligations (including certain facilities, infrastructure, and services to be provided in connection therewith) (in each case, as modified and/or replaced from time to time).

**"European Athletics Club"** means the hospitality area to be developed, organised, managed and delivered by the Organiser in accordance with Clause 8.1.

**"Eurovision Services"** has them meaning given to it in Clause 14.3.

**"Eurovision Services Event"** has them meaning given to it in Clause 14.3.

**"Event"** has the meaning given to it in the Event Specific Terms.

**"Event Boycott"** means the decision by any Member Federation or athlete which has (or would be) qualified, or is (or would be) otherwise entitled, to participate in the Event not to participate in the Event for any reason (whether such decision is made alone or in conjunction with any other such Member Federation(s) and/or athlete(s));

**"Event Date Range"** means the range of dates (if any) specified in the Event Specific Terms in which the Event Period will fall.

**"Event Identity"** means the icons, typeface, secondary branding and other graphic elements (other than the Event Marks) included in the relevant EA Event Style Guide or otherwise provided by EA to the

Organiser for use specifically in connection with the Event, in each case, as modified and/or replaced from time to time.

**"Event Logo"** means the official logo(s) for the Event as shown in, and as customised and/or created by the Organiser in accordance with, the relevant EA Event Style Guide and the terms of this Agreement which has been pre-approved by EA in writing.

**"Event Marks"** means the Event Names, the Event Logo(s) and any other name logo, device, mascot, designation, slogan, hashtag or mark that is created and/or used to identify, promote, or create an association with, the Event in accordance with the terms of this Agreement and have been pre-approved by EA in writing.

**"Event Name"** has the meaning given to it in the Event Specific Terms.

**"Event Organisation Manual"** means the Event Organisation Manual produced by EA that governs the hosting, organisation, staging and management of the Event and other EA athletics events and all annexes thereto and EA Documents referred to therein, all as replaced, supplemented and/or amended by EA from time to time.

**"Event Period"** means the specific dates on which the Event is to be staged as specified in, or determined in accordance with, the Event Specific Terms.

**"Event Project Leader"** shall mean the person appointed by EA with the overall responsibility for supervising the hosting, organisation, staging and management of the Event, as may be notified by EA to the Host Parties from time to time.

**"Event Specific Terms"** means the terms and conditions set out in Schedule 1 hereto.

**"Event Website"** means an official publicly accessible Internet website that is dedicated to broad coverage of the Event.

**"Event Year"** the year in which the Event is to be staged as specified in the Event Specific Terms.

**"Exclusive Venue Period"** means the period specified in the Event Specific Terms during which the Venue must be available for the exclusive use of EA and the Organiser in connection with the Event.

**"Force Majeure"** means, in relation to any party, any act, event or omission that is beyond the actual or reasonable control of such party including any strike, storm, tempest or other abnormally inclement climate or weather conditions, lightning, act of god, earthquake, volcanic activity, landslide, tsunami, natural disaster, illness, disease, epidemic, pandemic, failure of public utility, declared or undeclared war, civil war or commotion, state of belligerence, invasion, armed conflict, revolution, military coup, emergency (including health or medical emergency), terrorist activity, riot, crowd disorder, boycott (including an Event Boycott), embargo, any government action (including the enactment of any Applicable Law) or omission (including the failure to grant any permission) and any binding court order or the threat of any of the foregoing. For the purposes of this definition, the acts or omissions of any contractor, consultant, agent or other person appointed or engaged by the relevant party in connection with their rights and obligations under this Agreement and, in the case of the Host Parties, the acts and omissions of any other Host Party, shall be deemed to be within their actual or reasonable control. For the avoidance of doubt, a lack of funds, whatever the cause, is not a Force Majeure in relation to any Host Party.

**"Guarantee(s)"** means each of the guarantees (including those specified in the Special Terms) which were given in connection with the Host Federation's bid to host, organise, stage and manage the Event and/or its appointment hereunder and upon which EA has relied in appointing the Host Parties under this Agreement.

**"Guarantor"** means, in relation to each Guarantee, the party that has executed and delivered such Guarantee to EA.

**"Host Authority"** means each party other than EA and the Host Federation (if any) which is identified as a signatory to, and has signed, this Agreement on the signature page(s) hereof.

**"Host City"** has the meaning given to it in the Special Terms.

**"Host Country"** means the country in which the Host City is located.

**"Host Country Broadcaster"** means the EBU member broadcaster in the Host Country that has acquired the right to broadcast television and other audio-visual coverage of the Event and has committed to broadcast live television coverage of the Event as defined in Clause 14.1.

**"Host Country Broadcaster Agreement"** means the agreement between the EBU and the Host Country Broadcaster as defined in Clause 14.1.

**"Host Institution"** means any national, regional or local government in the Host Country or any governmental authority or agency that forms part of, or is wholly owned and controlled by, such a government and operates, at all relevant times, in a non-commercial manner that, in each case, has agreed to provide a financial contribution (such as a financial guarantee or budgetary underwriting) and/or services directly connected with the core functions of such government, authority or agency to the Organiser in connection with the management, organisation and/or staging of the Event and to which the Organiser grants certain Marketing Rights in accordance with the terms and conditions set out herein including an approved "Host Institution" designation.

**"Host Parties"** means the Host Federation, each Host Authority and, in the case of the appointment of any LOC in accordance with Clause 2.3, the LOC.

**"In-Ratio Officials"** means, in relation to the team of any Member Federation participating in the Event, the number of team officials for such team that are qualified for the lower accommodation rate in accordance with the EA Team Services Guidelines.

**"Intellectual Property Rights"** means copyright, trademarks, service marks, design rights, database rights, patents and all other intellectual property rights whether now existing or hereafter arising in any part of the world and whether registered or unregistered including, without limitation, the right to bring or request legal proceedings to be brought under laws of unfair competition, passing off or false trade description together, in each case, with all related applications and registrations and all renewals or extensions thereof.

**"International Broadcast Signal"** means the international audio and colour video signals incorporating a live television picture of the entire Event, the necessary related background and effects, slow motion, replays, timing, data and graphics which shall conform to the highest professional standards in accordance with the EBU Technical Annex and be totally devoid of any added commercial material other than any on-screen identifications that are agreed by the EBU and EA.

**"International Broadcast Signal Provider"** means, as applicable, the EBU, Eurovision Services or the service provider engaged by the Organiser in accordance with Clause 14.3 to perform the International Broadcast Signal Service Obligations (if applicable).

**"International Broadcast Signal Service Obligations"** means the services and facilities to be provided, and other obligations to be satisfied, by the International Broadcast Signal Provider as specified in Clause 14.2(c).

**"Licensed Merchandise"** has the meaning given to in Clause 15.6.

**"LOC"** has the meaning given to it Clause 2.3.

**"LOC Agreement"** means an agreement executed by the Host Federation, each Host Authority, the LOC and EA in the form attached hereto as Schedule 3.

**"Market Square"** has the meaning given to it in Clause 16.5(a).



**"Marketing Fee"** means the fee in the amount specified in the Special Terms which is to be paid by the Organiser to EA in accordance with Clause 23.1 in consideration of the Organisers Rights.

**"Marketing Rights"** means any advertising, promotional, endorsement, sponsorship, association, marketing, merchandising, licensing, hospitality, ticketing, catering, pouring, concessions, retailing, travel and tourism, publishing, betting and gaming rights and opportunities at or otherwise relating to, the Event throughout the world by any means and in any medium (whether now known or hereafter devised).

**"Media"** means the accredited representatives of EBU, the Host Country Broadcaster, other official television and radio broadcasters, the written press, photographers and so called digital media.

**"Media Partner"** means a radio station that broadcasts, or print newspaper or magazine that is distributed, primarily in the Host Country that has agreed to help to publicise and promote the Event in the Host Country in full or partial consideration of the grant by the Organiser of certain Marketing Rights in accordance with the terms and conditions set out herein which shall include an approved "Media Partner" designation.

**"Media Rights"** means all rights to record, create, distribute and transmit on a linear and/or on-demand basis for reception on a live and/or delayed basis anywhere in the world by any and all means and in any and all media, whether now known or devised in the future (including all forms of television, radio, mobile, wireless and internet distribution), audio-visual, visual and/or audio coverage of the Event and all associated and/or related rights, including fixed media, download and interactive rights.

**"Member Federation"** means a national governing body for athletics that is a member of EA.

**"Merchandising Partner"** has the meaning given to it in Clause 15.6.

**"National Sponsor"** means any person to whom the Organiser has granted the Marketing Rights permitted in accordance with the terms and conditions set out herein (including the right to use an approved "National Sponsor" designation) in connection with the marketing and promotion of products and/or services falling within a Released Category (or any other category pre-approved by EA in accordance with Clause 15.5).

**"Official Partner"** means any person to whom EA directly or indirectly grants Marketing Rights in connection with its appointment as a sponsor of the Event.

**"Official Sites"** means the Venue, any warm-up and training areas or facilities used in connection with the Event that are not in the Venue and any other areas, locations and facilities that require a ticket, invitation or accreditation to access or are otherwise under the control of the Organiser in connection with the Event, including medical and doping control facilities; media, press, international broadcast and accreditation centres; Commercial Affiliate and other official hospitality facilities; locations for opening and victory ceremonies; locations for the official function, closing party and other official Event concerts, functions and events; and the Market Square, and the airspace above all such areas, locations and facilities.

**"Official Supplier"** means any person that has agreed to provide products and/or services falling within a Released Category (or any other category pre-approved by EA in accordance with Clause 15.5) to the Organiser in connection with the management, organisation and/or staging of the Event in full or partial consideration of the grant by the Organiser of certain Marketing Rights in accordance with the terms and conditions set out herein which shall include an approved "Official Supplier" designation.

**"Organiser"** means, prior to (or in the absence of) any appointment of an LOC in accordance with Clause 2.3, the Host Federation and each Host Authority on a joint and several basis and, following any such appointment, the LOC.

**"Organiser Partner"** means any National Sponsor, Official Supplier, Media Partner, Host Institution or any additional sponsor that the Organiser may appoint in accordance with Clause 15.5.

"Organiser Rights" has the meaning given to it in Clauses 5.1 and 5.2.

"Out-of-Ratio Officials" means, in relation to the team of any Member Federation participating in the Event, the number of team officials for such team (other than the In-Ratio Officials) for which accommodation must be provided in accordance with the EA Team Services Guidelines.

"Post Event Report" has the meaning given to it in Clause 6.10.

"Promotional Materials" means any printed materials, publications and advertising, promotional and communications materials (in printed or electronic form or any other medium) created by or on behalf of the Organiser in connection with Event including, for the avoidance of doubt, all tickets, accreditations and passes.

"Quality Assurance Deposit" means the deposit against the proper performance of the Organiser's obligations hereunder in the amount specified in the Special Terms which is to be paid by the Host Federation to EA in accordance with Clause 3.2.

"Released Category" means each of the categories identified as such in the Event Specific Terms together with any other category or products and/or services approved and released by EA further to a request from the Organiser in accordance with Clause 15.9.

"Special Terms" means the terms and conditions set out in Schedule 2 to this Agreement.

"Standard" has the meaning given to it in Clause 2.5(a).

"Statistics Handbook" shall mean a handbook to be compiled by EA that includes historical and other statistical information relating to the Event that is to be produced (in electronic format) and distributed by the Host Parties in accordance with this Agreement.

"Systems" has the meaning given to it in Clause 11.1.

"Technical Partners" has the meaning given to it in Clause 11.1.

"Term" has the meaning given to it in Clause 27.1.

"Ticketing Plan" has the meaning given to it in Clause 7.1.

"Transportation Plan" has the meaning given to it in Clause 10.3.

"Transportation System" has the meaning given to it in Clause 10.1.

"Venue" means the entire premises of the stadium(s) and/or other venue(s) specified in the Special Terms (and such other facilities and locations at which the Event competitions are to be staged up to (and including) the external perimeter thereof (whether fenced or not), any warm-up, training, parking or media areas thereat or adjacent thereto which are used in connection with the Event and any other areas or facilities thereat or adjacent thereto that require a ticket, invitation or accreditation to access or are otherwise under the control of the Organiser and the airspace above such stadium and/or venue and such other areas and facilities. The "Venue" shall include, in respect of marathon, running and walking courses (if applicable), the entire walking or running surface, the start and finish areas, public grandstands, official catering areas and other facilities outside of the stadium used in relation thereto.

"VIK" means, in relation to any contract, goods and/or services that a party to such contract is required to provide as consideration to another party thereto (so called, "value-in-kind").

"VIP" means any member of the EA Family and/or guests invited by EA that are designated as such by EA.

"WADA Code" means the World Anti-Doping Code and International Standards adopted thereunder (as they may be revised and/or replaced from time to time).

**“World Athletics”** means World Athletic (formerly known as the International Association of Athletics Federations) which is recognised as the competent international authority for the sport of athletics worldwide.

**“World Athletics’ Advertising Regulations”** means the “Marketing and Advertising Rules” adopted by World Athletics and the regulations passed by World Athletics thereunder that, in each case, are applicable to the Event, as such rules and regulations may be replaced, supplemented and/or amended by World Athletics from time to time in accordance with its constitution.

**“World Athletics’ Regulations”** means the rules and regulations that have been, or are hereafter adopted, by World Athletics that are applicable to the Event including (for the avoidance of doubt) World Athletics’ Advertising Regulations and World Athletics’ Competition Rules, World Athletics’ Technical Rules and World Athletics’ Anti-Doping Rules and the regulations passed by World Athletics thereunder as, in each case, they may be replaced, supplemented and/or amended from time to time by World Athletics.

## **1.2 Interpretation.**

Unless the context otherwise requires, in this Agreement:

- (a) words importing the singular include the plural and vice versa;
- (b) references to “persons” or “entities” include individuals, firms, corporations, partnerships, governments, agencies of a state, joint ventures, associations and any other incorporated and unincorporated entities;
- (c) references to “include”, “includes” or “including” (and variations thereof) are to be construed without limitation;
- (d) references to “Clauses” are, unless otherwise stated, references to clauses of the main body of this Agreement;
- (e) references to “Schedules” are, unless otherwise stated, references to schedules to this Agreement;
- (f) references to “Paragraphs” are, unless otherwise stated, references to paragraphs of the Schedule in which they appear;
- (g) references to a “party” are references to a person that is a party to this Agreement and its successors and permitted assignees save that references to a “third party” is a reference to a person who is not a party to this Agreement;
- (h) headings are for convenience only and shall not affect the interpretation of this Agreement; and
- (i) references to any document preceded by “EA” that is not otherwise defined herein means the EA Document published or made available by EA under that name (as it may, from time to time, be amended, supplemented and/or replaced).

## **1.3 Conflicts.**

- (a) In the case of any conflict between the provisions of the body of this Agreement and the terms of the Event Specific Terms or the Special Terms, the provisions of the Event Specific Terms or the Special Terms shall govern and in the case of any conflict between the provisions of the Event Specific Terms and the Special Terms, the provisions of the Special Terms shall govern.
- (b) If a Host Party becomes aware of any conflict between the provisions of this Agreement, the EA Regulations, World Athletics’ Regulations, the Event Organisation Manual, the EA Documents and any other documents with which it is obliged to comply in accordance with terms hereof, it shall give notice of such conflict to EA and EA shall decide (in its discretion) and notify the relevant Host Party which provision shall govern.

## 2. APPOINTMENT

### 2.1 Appointment.

EA hereby:

- (a) appoints the Host Federation and each Host Authority during the Term to host, organise, manage and stage the Event at the Venue in the Host City during the Event Period; and
- (b) grants the Organiser the Organiser Rights referred to in Clauses 5.1 and 5.2 during the Term, in each case, subject to, and in accordance with, the terms and conditions of this Agreement.

### 2.2 Joint and Several Liability.

Each of the Host Parties agrees to be bound by, and shall be jointly and severally liable for, all of the obligations, commitments, representations, warranties and indemnities of any of them under this Agreement, regardless of whether they are expressed to be individual or collective or relate to any right or benefit that is granted to them individually or collectively. For the avoidance of doubt, if any right hereunder is only granted to any Host Party individually, then no other Host Party shall be entitled to exercise such right.

### 2.3 Appointment of LOC.

The Host Federation and the Host Authorities may, at any time prior to the relevant date that is specified in the Event Specific Terms, appoint a separate newly-created legal entity created under the laws of the Host Country (the "LOC") to assist them in the hosting, organisation, staging and management of the Event and, in the case of any such appointment, shall sub-contract all of the obligations expressed to be those of the Organiser hereunder and shall sub-license the Organiser Rights to the LOC; provided that:

- (a) EA has granted its prior written approval to such appointment, sub-contracting and sub-licensing and, in particular, to:
  - (1) the legal form of the LOC; and
  - (2) all agreements and constating documents relating to the creation, existence and appointment of the LOC (and any modifications or additions thereto) which shall be submitted to EA in English;
- (b) the board of directors and executive committee (or equivalent bodies) of the LOC shall include, at all times from its creation, the President or General Secretary of the Host Federation, a representative of each Host Authority, a representative of EA (in EA's discretion) and a representative of the International Broadcast Signal Provider (in the International Broadcast Signal Provider's discretion); provided that any representative of EA shall have a right to participate and be heard, but not to vote, at any meeting of such body;
- (c) the Host Federation and the Host Authorities shall, at all times, retain the legal and practical ability to effectively exercise management control of the LOC, whether through their ownership interest in the LOC, their ability to nominate members of the LOC's board of directors and/or members or its executive committee or otherwise;
- (d) notwithstanding any such appointment, the Host Federation and the Host Authorities shall not be released from, and shall remain fully liable for, all of their obligations, commitments, representations, warranties and indemnities hereunder including, for the avoidance of doubt any sub-contracted or sub-licensed rights and obligations; and
- (e) each of the Host Federation, the Host Authorities and the LOC shall have executed and delivered the LOC Agreement to EA pursuant to which the LOC has agreed to be bound by, and fully comply with, the terms and conditions of this Agreement as if it were a party hereto as the Organiser

and each of the Host Federation, the Host Authorities and the LOC have each agreed to be jointly and severally liable to EA for all of the obligations, commitments, representations, warranties and indemnities of any of them under this Agreement as amended by the LOC Agreement.

Following the appointment of any LOC, EA may direct all of its directions, requests, and instructions and other communications regarding the hosting, organisation, staging and management of the Event to the LOC and may rely on all communications from the LOC its officers, employees and representatives.

#### **2.4 Governance.**

If the Host Federation and Host Authorities do not elect to appoint an LOC as contemplated by Clause 2.3, they shall appoint and maintain throughout the Term a standing committee that is dedicated to the organisation, management and staging of the Event and the fulfilment of their obligations hereunder. Such committee shall be comprised of suitably qualified and experienced people, have independent decision making power and include each of the people referred to in Clause 2.3(b) as members; provided that any representative of EA shall have a right to participate and be heard, but not to vote, at any meeting of such committee.

#### **2.5 Host Parties General Obligations.**

In hosting, organising, staging and managing the Event, performing their other obligations hereunder and in exercising their rights hereunder (including, in the case of the Organiser, the Organiser Rights) each of the Host Parties undertakes and agrees:

- (a) to meet, in all respects, the highest standards reasonably to be expected of a major international sporting event and, without limitation to the foregoing, exceed the standards of the immediately preceding edition of the Event (together, the "Standard");
- (b) to comply with the other terms of this Agreement, the EA Regulations, World Athletics' Regulations, the Event Organisation Manual and the EA Documents (including by providing all services and facilities at Official Sites, and otherwise satisfying the requirements and recommendations set out herein and therein) and to comply with all other guidelines, directions, requests and instructions issued by EA from time to time (including, for the avoidance of the doubt, instructions given by the Event Project Leader and any EA Officiating Person or EA Appointed Person in their area of competence and responsibility). In the case of any conflict between any of the foregoing documents, EA shall have the sole authority to determine which shall prevail. The Host Parties shall promptly submit any such conflict of which they become aware to EA for such determination. For the avoidance of doubt, EA shall retain absolute authority over, and control of, the Event;
- (c) to comply with the Bid Documentation and all of the certifications, representations, statements, plans, proposals and commitments included therein (all of which are incorporated by reference into this Agreement) except to the extent of any conflict between the Bid Documentation and this Agreement (including the Special Terms), in which case the terms of this Agreement shall prevail and except to the extent otherwise agreed by EA in writing;
- (d) to comply with all Applicable Laws including by obtaining all permissions and licenses required thereunder in connection with the hosting, organisation, staging any management of the Event in accordance with this Agreement;
- (e) to act in an efficient manner and to seek to increase and promote the standing and traditions of, and goodwill associated with, EA and the Event and, in any event, not to, and to ensure that any of their employees, agents, officers and consultants do not, engage in any conduct, behaviour, practices or arrangements which are immoral, deceptive or misleading or may reflect unfavourably upon the good name, goodwill, standing, reputation or image of or which may bring into public disdain or disrepute, EA, the Event, any participating Member Federation, EBU, any Official Partner or other commercial partner of EA and/or the sport of athletics itself;

- (f) to offer its warmest welcome to all participating Member Federations and their teams, to remain strictly neutral at all times and to ensure they all benefit from the same conditions; and
- (g) to comply, and to ensure that each of its officials, employees and other persons acting on its behalf and each member of any standing committee formed in accordance with Clause 2.4 comply, with the EA Ethics Code and strictly avoid any conflict of interest.

## **2.6 Changes to EA Documents.**

Each of the Host Parties confirms that it has been given copies of and/or access (through the EA Event Management System or otherwise) to, reviewed and understood the EA Regulations, World Athletics' Regulations, the Event Organisation Manual and the EA Documents and acknowledges that:

- (a) while the contents of the Event Organisation Manual and EA Documents set out EA's current requirements and positions in relation to the relevant matters, these requirements and positions may evolve as a result of technological changes, developments in the Standard and other changes and EA reserves the right to replace, supplement and/or amend the Event Organisation Manual and the EA Documents, and
- (b) the EA Regulations and World Athletics' Regulations may also be replaced, supplemented and/or amended from time to time after the date of this Agreement,

and each of the Host Parties agree that its obligations under Clause 2.5(b) will apply to the EA Regulations, World Athletics' Regulations, the Event Organisation Manual and the EA Documents as so replaced, supplemented and/or amended. If any Host Party reasonably believes that any such change will have a material adverse effect on its financial situation, it may give notice thereof to EA setting out reasonable details and EA and the Host Parties shall thereafter enter into good faith discussions with a view to finding a mutually satisfactory solution.

## **2.7 Guarantees.**

The Host Parties acknowledge that EA has relied upon the Guarantees in deciding to appoint the Host Federation and the Host Authorities to host, organise, stage and manage the Event in accordance with this Agreement. The Host Parties represent and warrant that each Guarantee is legally enforceable against the relevant Guarantor in accordance with its terms and shall ensure that the relevant Guarantor fully complies with its obligations and commitments under each Guarantee.

## **2.8 Status of Event.**

Each of the Host Parties represents, warrants and undertakes that (except as required hereunder or otherwise required by EA):

- (a) the Event will be organised and staged as an independent event and not in connection or association with any other event, and they shall not organise, promote or stage (or permit or assist in the organisation, promotion or staging of) any other event in connection with the Event (e.g. a concert or mass participation event) or which may reasonably be expected to be directly or indirectly associated with the Event except, in each case, as expressly permitted herein or with EA's prior written approval;
- (b) no other major sporting event (e.g. any world, European or other international sports championship) or any other public or private event that could have a material impact on the successful organisation and staging of the Event or its public profile or media exposure, shall take place in, or in the vicinity of, the Host City and/or be supported or promoted by any of the Host Authorities in the period from two (2) weeks before the Event until two (2) weeks thereafter except, in each case, as expressly permitted herein or with EA's prior written approval; and

- (c) that the Host Authorities shall not use the Event to serve any purpose other than a celebration of the sport of European athletics.

For the avoidance of doubt, the Host Parties' obligations under this Clause 2.8 shall be material obligations.

## **2.9 Sustainability.**

Each of the Host Parties shall ensure that the Event is organised in an economically, environmentally and socially sustainable manner that supports the long-term development of athletics and achieves the related objectives set out in the bidding manual provided by EA to the Organiser in relation to the Event and, subject to and in accordance with Clause 2.5(c), shall implement the related strategy and plan outlined in the Bid Documentation (including by dedicating the budget and human resources referred to therein).

## **3. CONDITIONS**

### **3.1 Awarding Letter.**

This Agreement shall not come into force and effect unless, on or prior to the date of this Agreement (or such later date as may be notified to the Host Parties by EA) the Host Federation and, if applicable, the Host Authorities have countersigned the Awarding Letter and delivered it to EA.

### **3.2 Quality Assurance Deposit.**

Within three (3) months of the Commencement Date, the Organiser shall pay the Quality Assurance Deposit to EA in full, which shall be available to EA for use in accordance with Clause 26 (and/or refunded in accordance with Clause 3.3). If the Organiser does not comply in full with its obligations under this Clause 3.2, then (without limitation to its other rights and remedies) EA may terminate this Agreement in accordance with Clause 27.2(c).

### **3.3 Refund of Quality Assurance Deposit.**

EA shall return any part of the Quality Assurance Deposit that it has not used to off-set costs and expenses in accordance with Clauses 14.8, 20.4 and/or 26, to the Host Federation on the date specified in the Event Specific Terms. If, at the time of refund, EA has not off-set any costs or expenses against any part of the Quality Assurance Deposit pursuant to Clause 14.8, 20.4 or 26, then EA shall also pay the Host Federation a bonus amount equal to fifteen percent (15%) of the amount of the Quality Assurance Deposit upon its refund.

## **4. THE EVENT AND VENUE**

### **4.1 Dates.**

The Organiser shall stage the Event at the Venue over the Event Period (or such shorter period as may be hereafter notified by EA to the Organiser).

### **4.2 Event Timetable.**

EA will develop an initial detailed timetable for all sporting competitions and events comprising the Event (including opening and victory ceremonies) in consultation with the Organiser and the EBU taking into account all relevant factors including athlete requirements, time differences with key television markets, spectator appeal, the television market in the Host Country, the impact of "local heroes" and ticket sales. Notwithstanding the foregoing, EA shall have the final authority, in its sole discretion, to decide on the final timetable. The timing of the development of the initial detailed timetable and the finalisation thereof shall comply with the relevant deadlines (if any) included in the EBU Contract and EA shall inform the Organiser thereof. Once EA has finalised the detailed timetable, it may not be changed or amended without the written consent of EA and the EBU; and the Organiser must ensure

that all sporting competitions and events comprising the Event (including opening and victory ceremonies) take place in accordance therewith.

#### **4.3 Venue and Official Sites.**

The Organiser shall ensure that:

- (a) throughout the Exclusive Venue Period, the Venue is available for the exclusive use of EA and the Organiser in connection with the Event and that the EA, the EBU, the International Broadcast Signal Provider, the Technical Partners and their officials, employees, agents, suppliers and contractors, all participants and any other persons authorised by EA shall have the irrevocable and unrestricted right and license to occupy and use the Venues throughout such period;
- (b) the Venue and other Official Sites incorporate all competition facilities, training facilities and warm-up areas and other facilities and are fully equipped, furnished and serviced, in each case, in full compliance with the requirements of this Agreement, the Event Organisation Manual and the EA Documents and that all competition equipment provided for use during the Event shall comply with the latest World Athletics specifications and hold current certificates of World Athletics approval;
- (c) the interior and exterior of the Venue and the other Official Sites shall be dressed with material bearing Event branding (including the Event Logos and the Event Identity) to a standard in-keeping with the Standard as directed by, or approved by EA; and
- (d) the Venue and other Official Sites conform to the Bid Documentation (and, in any event, be constructed, furnished and decorated to the same extent and standard as at the Date of this Agreement) subject to any changes and modifications specified in the Special Terms and/or the Awarding Letter (which shall be completed by the dates specified therein).

#### **4.4 Standard of Venue.**

The Organiser shall, if deemed necessary at any point by EA (including in order to ensure compliance with Clause 4.3(b) or 4.3(d)):

- (a) replace any competition equipment that the Organiser proposes to provide for use during the Event with new equipment;
- (b) replace of all or part of the competition surfaces including, if applicable, in order to ensure they comply with the requirements of World Athletics' Performance Specifications for Synthetic Surfaces and renew or obtain (as applicable) the relevant World Athletics' Certification; and/or
- (c) renovate, refurbish and/or repaint the Venue (or parts thereof).

#### **4.5 Official Site Plans.**

The Organiser shall provide plans of all of the Official Sites which depict the exact extent and scope of each Official Site and all relevant infrastructure, facilities, equipment and services for EA's prior written approval no later than the relevant date specified in the Event Specific Terms. Any changes to any Official Site plan after it has been approved by EA shall also be subject to EA's prior written approval.

#### **4.6 Clean Sites.**

The Organiser shall ensure that the Official Sites (including the exterior thereof and all installations, services and competition and other equipment, including track surfaces and athletics equipment) shall, when in use in connection with the Event (including, in the case of the Venue, throughout the Exclusive Venue Period) be completely free from and unencumbered by:

- (a) any visible, audible or otherwise detectable sponsorship identifications, advertising, branding and other promotional messaging and materials (whether commercial or non-commercial);



- (b) any advertising, marketing or promotional activity (whether commercial or non-commercial);
- (c) any naming rights;
- (d) the sale or other distribution of any products or services; and
- (e) any right to operate any franchise or concession,

and shall ensure that no advertising, marketing or other promotional materials are brought into the Official Sites when they are in use in connection with the Event except, in each case, to the extent expressly permitted hereunder or otherwise authorised or directed by EA. The Organiser shall be responsible (at its own cost) for immediately removing or covering all offending materials and stopping all offending activities in accordance with EA's instructions. In addition, the Organiser shall use reasonable endeavours to ensure that any other facilities, areas and locations used in connection with the Event (including official hotels and welcome points at transportation hubs) and a reasonable area around the Official Sites remain free of advertising, branding and other promotional messaging and materials and of advertising, marketing and promotional activity.

#### **4.7 Official Sites Names.**

Without limitation to Clause 4.6, if the name and/or logo of any Official Site includes the name, logo or other reference to or identification of any commercial entity, then the Organiser shall ensure that, at EA's request, the name and/or logo of such Official Site may be temporarily changed to remove such identification for all purposes relating to the Event, including on tickets and/or in any promotional items.

### **5. ORGANISER RIGHTS**

#### **5.1 Organiser Rights.**

Subject to the terms and conditions of this Agreement, EA grants the Organiser, the following rights for exercise during the Term (collectively, together with the right granted under Clause 5.2, the "Organiser Rights"):

- (a) the exclusive right to stage and host the Event at the Venue (in cooperation with EA);
- (b) the right to receive and, subject to Clause 23.4, to retain any public subsidies, subventions, grants and other similar contributions received from any government or public authority in the Host Country in order to support the Event;
- (c) the exclusive right to issue and sell Event admission tickets to the general public and, subject to Clause 23.4, retain all net revenues derived therefrom (see also Clause 7);
- (d) the right to appoint Organiser Partners and to sub-license the approved Marketing Rights to the relevant appointees as expressly provided herein and to receive and, subject to Clause 23.4, retain all net revenues received therefrom (see also Clause 15);
- (e) the right to produce and sell any official printed Event programmes (including daily programmes) and to receive and, subject to Clause 23.4, retain all net revenues received therefrom (see also Clause 21);
- (f) the non-exclusive right to itself use, and/or to grant third parties the right (through sub-license) to use, the Event Logo in and/or on items of merchandise throughout the world and to receive and, subject to Clause 23.4, retain all net revenues received therefrom (see also Clause 15.6);
- (g) the non-exclusive right to grant (through sub-license) third parties the right to sell food, beverages and/or merchandise at the Venue while it is in use during the Event and, subject to Clause 23.4, to retain all net revenues received therefrom (see also Clause 15.7);
- (h) the non-exclusive right to develop and sell commercial hospitality packages at the Venue for the Competition and, subject to Clause 23.4, to retain all net revenues received therefrom (see also Clause 8.5);

- (i) the right (and obligation) to use (on an "as it is" basis) the EA Event Management System in connection with the organisation, management and staging of the Event;
- (j) the right to use the timing, distance measuring (if applicable), data processing and live results system and any other Systems to be provided by EA in accordance with Clause 11.1 in connection with the Event;
- (k) the non-exclusive worldwide right to use the Event Marks and the Event Identity in connection with the staging of the Event and the advertising, marketing and promotion thereof (as provided in Clause 5.2);
- (l) the right for the name of the Host City to be included in the Event Logo and for recognition of the Host City (which may be through the inclusion of the Event Logo) in various applications including on athletes' bibs, on one (1) Advertising Board at the Venue (a "title board") (or, if EA (in its sole discretion) elects to implement an LED or other electronic advertising board system, in equivalent exposure on such advertising boards as determined by EA) and on the Event award podium or related backdrops; and
- (m) any other rights expressly granted in the Event Specific Terms or the Special Terms.

## **5.2 Event Marks and Event Identity.**

The Organiser shall create, at its own cost, the Event Logo, an event slogan and, if desired, an Event mascot, each of which is assigned to EA pursuant to Clause 25.2 and, together with any official song, coin or stamp of similar item, is subject to EA's prior written approval. Notwithstanding such assignment, EA grants the Organiser the non-exclusive worldwide right to use the Event Marks and the Event Identity in connection with the staging of the Event and in the advertising, marketing and promotion thereof (such right, together with the rights listed in Clause 5.1, the "Organiser Rights"). The Organiser acknowledges and agrees that:

- (a) except to the extent (if any) expressly provided in the Event Specific Terms, it may not use any Event Mark or any element of the Event Identity in connection with the production of any product or service that is offered for sale;
- (b) any use of an Event Mark or any element of the Event Identity shall faithfully and accurately reproduce the relevant colour, design, language and appearance (as applicable) thereof as set out in, and otherwise be strictly in compliance with, the relevant EA Event Style Guide (and/or as otherwise approved by EA) including any applicable copyright notice and/or trademark legends set out therein;
- (c) any use of an Event Mark or any element of the Event Identity shall be subject to EA's prior written approval in accordance with any approvals process specified by EA;
- (d) in referring to the Event in any context, the Organiser shall, at all times, use the Event Name (including the name, brand or other identification of any Official Partner included therein) in English and not, for the avoidance of doubt, any translation or abbreviation thereof; and
- (e) without limitation to Clause 32.14, the Organiser shall not grant, or purport to grant, any right or license to use any of the Event Marks or any element of the Event Identity to any other person without EA's prior written consent.

## **5.3 Additional Support.**

In addition, EA shall provide the Organiser with:

- (a) the benefit of EA's expertise and experience in the planning and delivery of the Event;

- (b) reasonable assistance in relation to the planning and execution of the Organiser's obligations under this Agreement in relation to the hosting, organisation, staging and management of the Event; and
- (c) the provision of other reasonable information relating to the Event that is within EA's control and free disposal.

#### 5.4 Applicable Laws.

The grant and exercise of each Organiser Right (and any other right, license or opportunity granted hereunder) is subject to all Applicable Laws and the terms and conditions of this Agreement.

#### 5.5 Reserved Rights.

EA shall, at all times, be the sole owner of all Commercial Rights. The Organiser Rights are granted to the Host Parties under license from EA for the Term and shall automatically revert to EA thereafter or upon any earlier termination of this Agreement. Any Commercial Right or other right or opportunity relating to the Event not expressly granted to any Host Party under this Agreement is reserved by EA and EA may, in EA's sole discretion, elect to exploit such right or opportunity and/or grant it to one or more third parties to exploit and the Host Parties shall have no right to (and shall not) exercise or exploit, any such right or opportunity. EA may appoint one or more agencies or other third parties to assist it in the exploitation and/or delivery of any Commercial Right or other reserved right or opportunity. The Organiser shall co-operate fully with, and assist, any such agency. EA may exercise its rights under this Agreement through and/or for the benefit of any such agency or other third party.

### 6. OPERATIONS AND INFORMATION

#### 6.1 Personnel.

The Organiser shall employ and engage such personnel as are reasonably necessary to comply with its obligations under this Agreement including the obligation to meet the Standard which shall include at least the relevant individuals specified in the Event Specific Terms, each of which shall be employed on a full-time and dedicated basis in connection with the Event (without other responsibilities at the Host Federation or any Host Authority) who are engaged by the relevant date specified in the Event Specific Terms (and in any event before the first coordination meeting referred to in Clause 6.4). The Organiser shall consult with EA in relation to the selection and engagement of the key Event-related personnel. For the avoidance of doubt, the Organiser shall be responsible for employing or contracting all such personnel and shall be responsible for all applicable taxes, social charges and employment requirements relating to such staff. All such personnel shall be:

- (a) suitable skilled and have relevant experience for the relevant role;
- (b) fluent in English and the local language of the Host City (both spoken and written); and
- (c) available to EA whenever required by EA to ensure the proper execution of the Organiser's obligations hereunder.

#### 6.2 EA Officiating Persons and EA Appointed Persons.

EA may appoint EA Officiating Persons and EA Appointed Persons who are authorised to act in the name of EA (and, where an EA Appointed Person is not an individual, the relevant representatives of such EA Appointed Person) and upon receipt of written notification from EA of the identity of any such person the Organiser shall (unless otherwise notified) be entitled to (and, in accordance with Clause 2.5(b), shall) comply with the directions given and decisions made by these EA Officiating Persons and EA Appointed Persons in their area of competence and responsibility.

### **6.3 Master Plan.**

The Organiser shall prepare a master plan for the hosting, organisation, staging and management of the Event and the performance of its obligations in accordance with the requirements of the Event Organisation Manual and provide a copy thereof (and any material modifications thereto) to EA.

### **6.4 Coordination Meetings.**

Following the execution of this Agreement, EA will organise an initial preparation coordination meeting in person in Lausanne (or, in EA's discretion, by video conference) on a date to be agreed with the Organiser. Each of the Host Parties shall attend such meeting with all key operational personnel who have been engaged which shall include, in the case of the Organiser, the designated General Coordinator of the Event. If such initial preparation coordination meeting is in person (rather than by video conference), then the Host Parties shall be responsible for their costs of travelling to such meeting and EA shall be responsible for its and the Host Parties' accommodation costs as well as the costs of providing the meeting rooms for, and food and beverages at, the meeting. The Host Parties and EA shall thereafter coordinate by way of regular meetings to ensure proper preparation and organisation of the Event which shall be held, at a minimum, yearly in the Host City (or, in EA's discretion, by video conference). Each of the Host Parties shall attend such meetings with all key personnel and all other relevant representatives which shall include, in the case of the Organiser, the designated General Coordinator of the Event. If such meetings are in person (rather than by video conference), then the Organiser shall provide (at its cost) suitable meeting rooms for, as well as food and beverages at, such meetings. The first such coordination meeting will be scheduled at the initial preparation coordination meeting. EA shall (if applicable) be responsible for the travel and accommodation costs related to such meetings that are specified in Clause 23.6.

### **6.5 Other Meetings.**

In addition to the coordination meetings referred to in Clause 6.4, regular meetings will be held in person or by video conference (at EA's discretion), as required, between the relevant EA and Host Party departments in connection with specific operational and other areas.

### **6.6 Organiser Meetings.**

EA shall be invited to (and be entitled to attend) meetings of the board of directors, executive committee or equivalent bodies of the Organiser and all material management meetings relating to the Event and shall be provided with reasonable prior notice thereof setting out a precise indication of the date, venue and agenda. EA may decide, in its discretion, whether it will attend any such meeting. In any event, the Organiser shall send EA copies of the written minutes of any such meeting (in English) which shall include details of any decisions within two (2) weeks.

### **6.7 EA Council and Executive Board Meetings.**

Upon request of EA, the Organiser shall send (at the Organiser's cost (including travel and accommodation)) a representative to any meeting of the EA Council or the EA Executive Board in order to make a presentation as to the progress of the organisation of the Event and to provide such information as may be reasonably required by EA.

### **6.8 Information.**

The Organiser shall provide:

- (a) to EA regular updates and information in relation to the organisation and management of the Event;
- (b) to EA, EBU, the International Broadcast Signal Provider, EA Officiating Persons and EA Appointed Persons all information and documents that they may reasonably require in order to effectively carry out their responsibilities and/or to exercise their rights in relation to the Event;

- (c) to EA, promptly upon request, information (and supporting documentation) relating to Event-related financial transactions and the financial status of the Organiser; and
- (d) to EA, promptly upon request, copies of any agreement, written communication or other document (in any medium) relating to the Event including any agreement relating to the rental of any Official Site, the appointment of any Organiser Partner, Merchandising Partner, Concessionaire or otherwise relating to any Commercial Rights or the permitted appointment of any service-provider or sub-contractor.

#### **6.9 Reports.**

Without limitation to Clause 6.8, the Organiser shall whenever requested by EA, provide accurate and complete written and/or oral reports in English on their activities in relation to the Event and the progress thereof including, if requested any financial aspect thereof.

#### **6.10 Post Event Report.**

Within three (3) months of the conclusion of the Event, the Organiser shall deliver to EA:

- (a) a final report (in a form, quantity and such media as are prescribed by EA) providing a comprehensive review of all aspects of the Event (the "Post Event Report") which shall include:
  - (1) a summary of all organisational and management aspects;
  - (2) statistics;
  - (3) Event sporting results;
  - (4) free to use / copyright free photographs;
  - (5) recommendations for the future organisers; and
  - (6) such other information as EA may reasonably require; and
- (b) a final audited set of financial accounts for the Event and, if applicable, the LOC.

#### **6.11 Knowledge Sharing.**

The Host Parties shall co-operate with EA and the persons that have been appointed to host, stage, manage and organise any future edition of the Event to share their experience and knowledge related to the Event.

### **7. TICKETING**

#### **7.1 Ticketing Plan.**

The Organiser shall issue and sell tickets to the Event. All matters relating to Event ticketing (including their terms and conditions, categories, prices, promotion and sale (including order of sale)) shall be subject to the prior written approval of EA. The Organiser shall prepare a detailed ticketing plan for the Event in accordance with the requirements of the Event Organisation Manual, the EA Documents and this Agreement and submit it to EA for approval by EA on or before the relevant date specified in the Event Specific Terms (such plan, the "Ticketing Plan"). The Ticketing Plan shall (without limitation):

- (a) be consistent with the Bid Documentation;
- (b) aim to maximise spectator attendance and ticketing revenues;
- (c) take into account the tickets that will not be available for general sale, including as a result of the Organiser's obligations under Clauses 7.5, 7.6, 7.7, 7.8 and 7.9 and advertising, camera, photographer and media positions;
- (d) incorporate a system for monitoring ticket sales which permits the Organiser to comply with its reporting requirements under Clause 7.4; and

- (e) set out the process to be used and consents to be requested in order to ensure that the Organiser is able to share personal data collected in connection with ticketing in accordance with Clause 25.7.

The Organiser shall not issue, sell or otherwise distribute any Event tickets or announce any details relating to the sale of tickets (including ticket prices or availability dates) until the Ticketing Plan has been approved by EA. The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved Ticketing Plan in a timely manner unless otherwise directed or approved by EA in writing.

#### **7.2 No Marketing Rights.**

The Organiser shall not have any right to, and shall not, use, or permit the use, of any Event tickets together with any other Marketing Rights (including in connection with any travel, accommodation or hospitality) packages unless expressly permitted hereunder or with EA's prior written consent. The Organiser shall ensure that the terms and conditions of the tickets, to the extent enforceable under Applicable Laws, prohibit any unauthorised sale or other transfer of tickets, any use of tickets in connection with any unauthorised promotional or marketing activities and any ticket-holder from engaging in any form of promotional or marketing activities while in any Official Site. These terms and conditions shall be printed on the tickets or otherwise drawn to the attention of purchasers or other recipients.

#### **7.3 Attendance.**

The Organiser acknowledges that EA expects the Venue to be filled for each session of the Event and the Organiser shall use its best endeavours to ensure this is achieved. If it is reasonably foreseeable, at any time, as a result of ticket sales, attendance at completed sessions and/or other grounds, that attendance at any session may be below full capacity, then the Organiser shall promptly take measures to increase the anticipated attendance and communicate these measures to EA.

#### **7.4 Ticketing Reporting.**

- (a) The Organiser shall provide EA with the reports and updates that are specified in the Event Specific Terms in relation to the actual ticket sales (including detailed sales on per zone and, if possible, per block bases) and sales under the Commercial Hospitality Programme (if any).
- (b) Not later than two (2) weeks after the conclusion of the Event, the Organiser shall provide to EA (for its free and unrestricted use) a report including a comprehensive analysis, on an aggregate and per-session basis, of ticket and hospitality (if any) sales and attendance, in each case, on a per-category and per-country basis, revenues generated from ticket sales and the numbers of free of charge attendees in each different category (including EA Family, VIPs, Media, teams, Official Partners, Organiser Partners and promotions) together with the complete raw data regarding the ticket and hospitality sales from the Event.

#### **7.5 VIP Tickets.**

The Organiser shall provide to EA, free of any charge (including VAT or any other taxes), such number of "VIP" tickets for each session of the Event as is notified to the Organiser by EA for use by members of the EA Family and other VIPs. The aggregate number of "VIP" tickets per Event session to be provided to EA under this Clause (which, for the avoidance of doubt, excludes any tickets to be provided to Organiser Partners and any representatives or guests of the Host Parties) is not expected to exceed the relevant number specified in the Event Specific Terms. All such tickets shall be issued and delivered to such persons and locations and in accordance with such deadlines as EA may direct in writing. The Organiser shall ensure that the seats relating to all such tickets shall be individually numbered, capable of separation from all other seats, thoroughly cleaned prior to each session each day and controlled

and served by such numbers of stewards and hostesses as is required by EA. Any person receiving tickets under this Clause shall, in EA's discretion, have access to the European Athletics Club free of any charge.

**7.6 EA Friend Zone.**

The Organiser shall provide to EA, at fifty percent (50%) of the published rate (including VAT or any other taxes), such number of non-"VIP" tickets for each session of the Event as is specified in the Event Specific Terms for use by EA and its invited guests. The seats related to such tickets for all sessions shall all be located in the same contiguous block in a location to be pre-approved by EA in writing. All such tickets shall be issued and delivered to such persons and locations and in accordance with such deadlines as EA may direct in writing.

**7.7 Seats for Teams & Coaches.**

Unless otherwise specified in the Event Specific Terms, the Organiser shall reserve and make available, free of any charge (including VAT or any other taxes) such number of seats in such positions as are specified in the Event Specific Terms or as otherwise notified to the Organiser by EA for use by participating teams and coaches on Event competition days.

**7.8 Purchase Tickets for Official Partners.**

The Organiser shall reserve and make available for sale to Official Partners:

- (a) at least the number of "VIP" tickets specified in the Event Specific Terms per session of the Event at or below the lower of their cost price, face value or the price at which they are generally offered, which tickets are in the same location as, or immediately adjacent to, those provided to EA in accordance with Clause 7.5 and have, in EA's discretion, access to the European Athletics Club; and
- (b) a reasonable number of other (non-"VIP") tickets in such categories and positions as are notified to the Organiser by EA (after consulting with the Organiser) at the lower of their cost price, face value or the price at which they are generally offered less, in any case, a discount of not less than 20 per cent (20%).

in each case, in accordance with the sales procedures and deadlines notified to the Organiser by EA. For the avoidance of doubt, the Organiser shall ensure that sufficient tickets (in the relevant categories and positions) are withheld from sale to the public or other parties until the expiry of the relevant deadline to ensure that it comply with its obligations under this Clause.

**7.9 Additional Purchase Tickets.**

In addition, the Organiser shall reserve and make available for sale to EA at the lower of their cost price, face value or the price at which they are generally offered until the date that is specified in the Event Specific Terms at least the number of tickets per session and in such categories and positions as are specified in the Event Specific Terms. For the avoidance of doubt, the Organiser shall ensure that sufficient tickets (in the relevant categories and positions) are withheld from sale to the public or other parties until such date to ensure that it may comply with its obligations under this Clause.

**8. HOSPITALITY & VIPS**

**8.1 VIP Hospitality.**

The Organiser shall (at its cost and expense) develop, organise, manage and deliver hospitality facilities and services in all Venues for the use, free of charge, by VIPs (including those receiving tickets under Clause 7.5 and 7.8(a)) in full compliance with the terms of this Agreement and the EA Documents (including, in particular, the EA European Athletics Club Guidelines). Without limitation to the foregoing, such hospitality facilities shall:

- (a) be known as the "European Athletics Club" (or such other name as EA may, from time to time specify to the Organiser);
- (b) be capable of accommodating at least the number of VIPs to be invited by EA as is specified in the Event Specific Terms per Event session. For the avoidance of doubt, this number is independent of, and in addition to, the number of Organiser's guests who are to be accommodated in such hospitality facilities;
- (c) be in a location at the Venue which is adjacent to, and easily and rapidly accessible from, the "VIP" seating referred to in Clause 7.5;
- (d) be separate from, and easily distinguishable from, any other hospitality facilities and catering services at the Venue;
- (e) be fully catered to the highest standards with a comprehensive range of hot and cold food and beverages being available throughout the times that such facilities are open;
- (f) display branding and other marketing materials of the Official Partners as directed by EA;
- (g) be, in all respects, of a standard that is reasonably appropriate for use by "VIPs";
- (h) be open on such days and at such times as are specified by EA after consultation with the Organiser; and
- (i) be in all respects, subject to EA's prior written approval.

The Organiser shall engage a suitably qualified and experienced person to manage such hospitality facilities and to liaise with EA on a regular basis in relation thereto. The Organiser shall prepare a detailed plan for such hospitality facilities and submit it for EA's prior written approval on or before the relevant date specified in Event Specific Terms. The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) such plan (as it is approved by EA) in a timely manner unless otherwise directed or approved by EA in writing.

## 8.2 Social Functions.

The Organiser shall organise and deliver:

- (a) an official function for the Event; and
- (b) a closing party after the conclusion of the Event,

all aspects of which, in each case, shall be subject to EA's prior written consent. EA and the Organiser shall discuss in good faith the possibility of co-hosting the official function and, if they agree to do so, each of them shall be responsible for fifty percent (50%) of the pre-agreed costs and expenses.

## 8.3 VIP Social Programme.

The Organiser shall (at its cost and expense) develop (in consultation with EA), organise, manage and deliver a social programme for VIPs comprising a number of varied and interesting events and experiences which VIPs shall be entitled, in their discretion, to attend and participate in, free of any charge. Such social programme shall include the official function and the closing party referred to in Clause 8.2, as well as, for example, sightseeing trips, behind-the-scene tours and other meals and receptions and all aspects thereof shall be subject to EA's prior written approval.

## 8.4 Welcome Bags.

The Organiser shall (at its cost and expense) provide high quality welcome bags to all EA Officiating Persons, national officials and volunteers in accordance with the Event Organisation Manual and the EA Documents (including, in particular, the EA Welcome Bag Guidelines). All aspects of such welcome bags (including their contents) shall be subject to EA's prior written approval.



#### 8.5 Commercial Hospitality Programme.

Subject to Clause 8.6 and the other provisions of this Agreement, EA hereby grants the Organiser the right to:

- (a) develop a programme (the "Commercial Hospitality Programme") by which hospitality packages each consisting of a ticket to the Event together with hospitality services at the Venue;
- (b) offer and sell such hospitality packages to companies and individuals for corporate entertainment or other purposes; and
- (c) access and make use of existing hospitality loges and sky-boxes at the Venue in connection with the delivery of such hospitality services provided that they are not otherwise being used in order to satisfy the Organiser's obligations hereunder or under the EA Documents (including for the hospitality facilities referred to in Clause 8.1 or 8.7).

#### 8.6 Commercial Hospitality Plan.

All matters relating to the Commercial Hospitality Programme (including the locations, delivery level(s), categories, prices, terms and conditions of sale, promotion and sale shall be subject to the prior written approval of EA. The Organiser shall prepare a detailed plan for the Commercial Hospitality Programme in accordance with the requirements of the Event Organisation Manual, the EA Documents and this Agreement and submit it to EA for approval by EA on or before the relevant date specified in the Event Specific Terms (such plan, the "Commercial Hospitality Plan"). The Commercial Hospitality Plan shall (without limitation):

- (a) aim to deliver a customer experience which is commensurate with the Standard;
- (b) aim to maximise revenues;
- (c) be integrated with the approved Ticketing Plan;
- (d) integrate, and be consistent with the EA Concession Guidelines;
- (e) comply with, and respect, the rights and exclusivity granted by EA to the Official Partners;
- (f) ensure that the hospitality facilities to be used in connection with the Commercial Hospitality Programme are separate, and easily distinguishable from, any other hospitality facilities and catering services at the Venue (including the facilities referred to in Clauses 8.1 and 8.7; and
- (g) specify any third party service providers that the Organiser proposes to engage in connection with the Commercial Hospitality Programme.

The Organiser shall not offer, sell or otherwise distribute any hospitality packages under the Commercial Hospitality Plan or announce any details relating to the sale thereof (including prices or availability dates) until the Commercial Hospitality Plan has been approved by EA. The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved Commercial Hospitality Plan in a timely manner unless otherwise directed or approved by EA in writing.

#### 8.7 Facilities & Services for Other Hospitality.

Upon request, the Host Parties shall provide sufficient and adequate space in, at or near the Venue, together with electricity, drinking water, sanitary and sewage facilities to the Official Partners to establish, operate and deliver their own hospitality facilities, provided that, EA or the relevant Official Partner shall be responsible for any reasonable third party costs associated with the provision of such space, electricity, drinking water, sanitary and sewage facilities as well as all other costs associated with the establishment, operation and delivery of such hospitality facilities.

## 8.8 Catering.

The Organiser shall ensure that there is a reasonably priced catering solution serving a reasonable variety of meals, snacks and beverages at, or in the immediate vicinity of, the Venue throughout the Exclusive Venue Period in order to satisfy all the food and beverage needs of individuals working at the Venue in connection with the Event (including EA staff, EA Officiating Persons, EA Appointed Persons, the Technical Partners' and the International Broadcast Signal Provider's personnel and representatives of the Media). The Organiser shall prepare a detailed catering plan and submit it for EA's prior written approval on or before the relevant date specified in Event Specific Terms.

## 8.9 EA Concessions Guidelines.

The Host Parties shall ensure that any caterer or other food service provider appointed in connection with their obligations under this Agreement (including Clauses 8.1 and 8.8) and the exercise of their rights hereunder (including Clause 8.5) fully complies with the EA Concession Guidelines (as applicable) and fully complies with, and respects, the rights and exclusivity granted by EA to the Official Partners, including, where relevant, by serving only the food and beverage products of any relevant Official Partner and/or refraining from serving any competitive products, all in accordance with EA's instructions and otherwise cooperates with relevant Official Partners in relation to the sale, service and display of their products and services. Any agreement with any such caterer or food service provider, as well as its proposed menus and prices, shall be subject to EA's prior written approval.

## 9. **ACCOMMODATION**

### 9.1 Accommodation Plan.

The Organiser shall prepare a detailed accommodation plan for the Event and submit it for EA's prior written approval on or before the relevant date specified in Event Specific Terms (such plan, the "Accommodation Plan"). The Accommodation Plan shall (without limitation):

- (a) address the accommodation needs of all Event stakeholders (including spectators);
- (b) address the manner in which the Organiser will satisfy all of its requirements under this Agreement in relation to accommodation and, for the avoidance of doubt, be consistent with such requirements;
- (c) be in the form specified in the Event Organisation Manual and accurately set out all of the information required therein including relevant standard and country star classifications, room rates which will be charged in accordance with Clause 9.4 and booking and cancellation terms and conditions and prices for lunches and dinners (where not required to be included) in each case, for all room types (including those for Out-of-Ratio Officials and out of Accommodation Period requests); and
- (d) include a timeline including key implementation milestones for all relevant aspects thereof.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved Accommodation Plan in a timely manner unless otherwise directed or approved by EA in writing.

### 9.2 Provision of Accommodation.

The Organiser shall secure and provide (and/or procure the provision of) adequate accommodation for all members of the following user groups for all relevant periods:

- (a) team members (including athletes, In-Ratio Officials and Out-of-Ratio Officials) which shall be in hotels (or other accommodation) of at least 4-star standard. The approximate anticipated numbers of these groups are set out in the Event Specific Terms;
- (b) Technical Partners' personnel which shall be single rooms in hotels of at least 3-star standard;

- (c) International Broadcast Signal Provider personnel which shall be in single or twin rooms in hotels of at least 4-star standard;
- (d) the EA Family and other VIPs which shall be single or twin/double rooms (as requested) in hotels of 5-star standard;
- (e) Media representatives which shall be single or twin/double rooms (as requested) in hotels of at least 3-star standard;
- (f) Official Partners and broadcast licensees and their guests which shall be single or twin/double rooms (as requested) in hotels of 4-star and 5-star standards, and
- (g) such other user groups as may be determined by EA in consultation with the Organiser.

The Organiser shall ensure that such accommodation is provided in as few separate hotels as is reasonably practicable and shall use reasonable endeavours to ensure that all such accommodation is within a maximum distance of fifteen kilometres (15 kms), and a maximum travelling time of 30 minutes, from the Venue and training and warm-up areas.

### 9.3 Team Accommodation Requirements.

The Organiser shall ensure that accommodation for teams:

- (a) includes accommodation for each athlete and In-Ratio and Out-of-Ratio Officials for the Accommodation Period;
- (b) includes accommodation for all athletes and In-Ratio and Out-of-Ratio Officials from any one Member Federation's team in the same hotel;
- (c) includes single rooms for at least ten percent (10%) of the members (athletes and In-Ratio Officials) of each Member Federation's team (as declared at the final entries) at the same rate per person in a twin room;
- (d) does not require more than two (2) athletes or officials to share the same room and each shared room has two (2) adequately separated beds each with a minimum width of ninety (90) centimetres;
- (e) includes a sufficient number of adequate meeting and physiotherapy rooms, recreation facilities, ice machines and a doping control room, in each case, at each hotel;
- (f) includes physiotherapy and medical services at, or reasonably near to and easily accessible from, each hotel that are arranged and provided by the Organiser (at its cost);
- (g) includes full-board (breakfast, lunch and dinner) for all athletes and In-Ratio and Out-of-Ratio Officials and that all meals are substantial athlete-friendly buffets with an extensive choice of healthy options in accordance with the EA Team Services Guidelines (each to be approved by EA); and
- (h) offers extended meal times that accommodate the Event schedule as well as late arrivals and early departures.

### 9.4 Rates.

Except as provided in Clauses 9.5, 23.2 and 23.6 or if EA notifies the Organiser to the contrary, each user group specified in Clause 9.2 shall be responsible for the cost of the Event-related accommodation provided to them by the Organiser in accordance with Clause 9.2. The rates quoted and charged to each of these user groups (and specified in the Accommodation Plan) shall:

- (a) in the case of team members' accommodation, be in Euros and, in the case of other user groups, shall be in the currency of the Host Country;
- (b) include all applicable taxes and charges;

- (c) in the case of the team members' accommodation, include all of the catering and other facilities and services specified in Clause 9.3 and otherwise to be provided by the Organiser under the terms of this Agreement;
- (d) in the case of all other user groups, include a buffet breakfast;
- (e) not exceed the lower of:
  - (1) the relevant rate specified in the Bid Documentation or, if different, the relevant rate specified in the Accommodation Plan (regardless of the number of rooms proposed);
  - (2) the rates offered at any time by any person (including the relevant hotel itself by its website or otherwise or any third party supplier) for the same accommodation for the same period; and
  - (3) in relation to accommodation for teams (athletes and officials), the per person rates (in Euros) specified in the relevant table included in Special Terms; and
- (f) for the avoidance of doubt:
  - (1) where the Organiser offers any team more single rooms than it is required to under Clause 9.3(c) (including as a result of a lack of shared rooms), the rates for such additional single rooms shall not exceed the rate per person in a twin room specified in the table referred to in Clause 9.4(e)(3); and
  - (2) if the actual cost of any accommodation exceeds the relevant maximum amount as determined in accordance with this Clause 9.4, the excess amount shall be the sole responsibility of the Organiser and the Organiser may not charge such excess amount to, or seek any reimbursement thereof from, EA, the relevant groups or member thereof.

#### **9.5 Organiser Accommodation Costs.**

The Organiser shall be responsible for the costs associated with the provision of the following accommodation and catering and shall not seek any payment or reimbursement therefor from EA, the relevant user groups or members thereof:

- (a) full-board accommodation (including breakfast, lunch and dinner) in single rooms in hotels of 5-star standard for EA Officiating Persons and other competition officials (approximately the number specified in the Event Specific Terms) for the period of their Event-related responsibilities;
- (b) full-board accommodation (including breakfast, lunch and dinner) in single rooms in hotels of 5-star standard for the EA Officiating Persons prior to the Event including in connection with any site visit or coordination meeting;
- (c) full-board accommodation (including breakfast, lunch and dinner) in single rooms in hotels of at least a 3-star standard for Technical Partner personnel for the period that is relevant to their Event-related responsibilities (approximately the number specified in the Event Specific Terms);
- (d) full-board accommodation (including breakfast and, where not provided under Clause 11.3, lunch and dinner) in single rooms in hotels of at least a 3-star standard for Technical Partners' personnel prior to the Event including in connection with any site visit or coordination meeting; and
- (e) any additional accommodation and catering specified in the Event Specific Terms.

#### **9.6 Bookings, Cancellations & Invoicing.**

The Organiser shall manage all accommodation bookings, cancellations and (other than the participating Member Federations) payments in relation to the Event for the user groups referred to in

Clause 9.2 (other than team members, unless notified by EA) through the EA Event Management System in accordance with the terms and conditions specified in the approved Accommodation Plan. Unless otherwise approved by EA in writing, the booking and cancellation terms and conditions for such user groups shall be the same for all accommodation to be secured and provided by the Organiser except for participating Member Federations' team accommodation for which the deadline for confirmation of rooms (and cancellations without penalty or other cost) shall be the same date as the deadline of the final entries for the Event.

## **10. TRANSPORTATION**

### **10.1 Transportation System.**

The Organiser shall, at its cost and expense, provide and manage a transportation system (the "Transportation System") for the Event which efficiently fulfils the Event-related transportation needs in and around the Host City of the following user groups (and, where relevant, their equipment) including:

- (a) team members (including athletes, related team officials and personal coaches);
- (b) Technical Partners personnel;
- (c) International Broadcast Signal Provider personnel;
- (d) the EA Family (including EA Officiating Persons, EA Appointed Persons and EA staff) and VIPs (including, for the avoidance of doubt, unaccredited VIPs holding a ticket or invitation);
- (e) Media representatives (including but not limited to television commentators and broadcaster personnel);
- (f) Official Partners and broadcast licensees and their guests; and
- (g) all other accredited person with relevant access.

### **10.2 Transportation System Requirements.**

The Transportation System shall:

- (a) be free of charge to any member of the user groups referred to in Clause 10.1;
- (b) include a transportation solution for all official location and activities relevant to each user group referred to in Clause 10.1, including official airports, official railway stations, official hotels, training grounds, warm up areas, the Official Sites, medical and doping facilities, the press centre, press conferences, briefings, rehearsals, functions and meetings;
- (c) include free access to public transportation in the Host City for all members of the user groups referred to in Clause 10.1 and other accredited persons;
- (d) operate during the relevant period specified in Event Specific Terms provided that a more limited service shall be available for EA staff and the Technical Partners from an earlier date to be notified to the Organiser by EA;
- (e) include a sufficient number of buses, mini-buses, motor cars and lorries to ensure the efficient movement of all members of the user groups referred to in Clause 10.1 (and, where relevant, their equipment) between all relevant locations at all relevant times (taking into account peak times such as the end of daily sessions);
- (f) without limitation to Clause 10.2(e), include (throughout the period referred to in (d)) a pool of at least the relevant number of cars and vans specified in the Event Specific Terms with English-speaking, knowledgeable and presentable drivers to be available to appropriately accredited persons notified by EA to the Organiser;

- (g) without limitation to Clause 10.2(e), include (throughout the period referred to in (d)) the relevant additional number of cars specified in the Event Specific Terms with English-speaking, knowledgeable and presentable drivers that are available for the exclusive and dedicated use of particular accredited persons notified by EA to the Organiser (including one (1) minivan for use by EA staff) (e.g. EA Executive Board members). For the avoidance of doubt the cars referred to in this Clause shall not be included in any pool or be available for use by any person other than the notified persons;
- (h) provide all members of the user groups referred to in Clause 10.1 with direct transportation to the relevant accreditation centre and/or their official hotel (if applicable) upon their arrival at the airport or other transportation hub in the Host City and shall not require any such member to wait more than thirty (30) minutes for such transportation or, upon return to the airport upon departure from the Event, to arrive at the airport more than 2 hours prior to their flight time;
- (i) make use only of vehicles of a good and safe standard that are clean, heated and/or air conditioned (as applicable) and be (unless otherwise specified by EA) branded with approved Event branding (including the Event Marks and the Event Identity) to the exclusion of any other branding or advertising (except as directed or pre-approved in writing by EA); and
- (j) be in compliance with the Organiser's other obligations under this Agreement including the Event Organisation Manual, the EA Transport Guidelines and the other EA Documents.

### **10.3 Transportation Plan.**

The Organiser shall prepare a detailed plan for the Transportation System and submit it for EA's prior written approval on or before the relevant date specified in the Event Specific Terms (such plan, the "Transportation Plan"). The Transportation Plan shall (without limitation):

- (a) be consistent with the approved Accommodation Plan and the Event schedule (including the competition schedule);
- (b) in addition to the transportation system required under Clause 10.1, address the needs of spectators;
- (c) be in the form specified in the Event Organisation Manual and/or the EA Transport Guidelines and accurately set out all of the information required therein; and
- (d) include a timeline including key implementation milestones for all relevant aspects thereof.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved Transportation Plan in a timely manner unless otherwise directed or approved by EA in writing.

### **10.4 Visas & Customs.**

The Host Parties shall ensure that all participants in the Event (including all members of the EA Family, VIPs, Technical Partner, International Broadcast Signal Provider and Media representatives and athletes, coaches and other members of participating Member Federations' teams) enjoy the right of safe passage and free entry into the Host Country, for the entire duration of the Event and all preparatory activities before the Event as well as the free import and export of all designated materials and technical equipment necessary for the organisation and the support of the Event.

## **11. TECHNICAL SERVICES**

### **11.1 System for Timing, Scoring, Accreditation, Video Recording, etc.**

EA shall make available to the Organiser:

- (a) at EA's cost, a timing, distance measuring (if applicable), data processing and live results system as well as an event, accreditation and guest management system (which shall be based in the EA Event Management System); and
- (b) at the Organiser's cost, a video recording system for use in connection with the Event (unless otherwise specified in the Event Specific Terms),

for use in connection with the Event (the systems referred to in (a) and, if applicable, (b), together, the "Systems") which shall be provided by one or more service providers selected by EA (in its discretion) (the "Technical Partners"). The Organiser agrees to use such Systems in their entirety and any related services to the exclusion of any other similar systems and services. If the Organiser requires any related systems or services in addition to the Systems, then all aspects of such additional systems and/or services shall be subject to EA's prior written approval and the costs thereof shall be borne by the Organiser. The estimated cost of the provision of the video recording system provided by EA for use in connection with the Event (if applicable) is set out in the Event Specific Terms.

#### **11.2 Organiser Support.**

The Organiser shall, at its cost, provide all information, cabling and data transfer infrastructure, storage and working rooms and areas, equipment, utilities, volunteers and other personnel and other materials, facilities, services and support in connection with the Systems that are specified in the Event Organisation Manual and the EA Documents (including, in particular, the EA Technical Partners Manual) or that EA directs the Organiser are otherwise reasonably required in order to fulfil the Technical Partners' supply conditions or to ensure the proper and adequate functioning of the Systems. All such materials, facilities, services and support shall be in accordance with the requirements, set out in the Event Organisation Manual and the EA Documents Manual or otherwise notified by EA and shall in any event be in line with the latest technological developments (where applicable).

#### **11.3 Technical Partner Catering.**

In addition to the accommodation referred to in Clause 9.5(d), the Organiser shall provide, at its cost, breakfast, lunch and dinner for all Technical Partner personnel at any catering service operated on its behalf at the Venue or other relevant Official Sites throughout the period of their Event-related responsibilities or, if no such catering service is operated by or on behalf of the Organiser, the Organiser shall pay each member of the Technical Partner personnel a per diem amount of twenty-five Euros (€25) per meal.

### **12. ACCREDITATION**

#### **12.1 Accreditation System.**

The Organiser shall operate an accreditation and access control system for the Event using the relevant System, all under the control and direction of EA.

#### **12.2 Accreditation Plan.**

The Organiser shall prepare a detailed accreditation plan for the Event and submit it for EA's prior written approval on or before the relevant date specified in the Event Specific Terms (such plan, the "Accreditation Plan"). The Accreditation Plan shall (without limitation):

- (a) be based on the Accreditation Masterplan applicable to the Event to be provided by EA;
- (b) outline the access privileges that will be extended to each category of person identified in such masterplan and any other relevant categories;
- (c) include all details specified in the Event Organisation Manual and the EA Documents or otherwise requested by EA; and
- (d) include a timeline including key implementation milestones for all relevant aspects thereof.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved Accreditation Plan in a timely manner unless otherwise directed or approved by EA in writing.

### **12.3 Accreditation Decisions.**

- (a) EA shall be solely responsible for determining and authorising the accreditation status of, and access privileges extended to, all members of the EA Family, VIPs, Member Federation team members and representatives of the Media, the Technical Partners, the International Broadcast Signal Provider, the Official Partners and official broadcast licensees; and the Organiser shall issue accreditations to the relevant persons in accordance with such determinations (as notified to the Organiser).
- (b) EA shall be entitled to finally approve or disapprove the status of any person applying for accreditation to the Event and the Organiser shall regularly provide EA with a list of all accreditation applicants to facilitate EA's consideration thereof.

## **13. SAFETY, SECURITY, MEDICAL & ANTI-DOPING**

### **13.1 Security.**

The Host Parties shall be responsible for all aspects of security in relation to the Event. The Host Parties shall take, and ensure that the other relevant authorities in the Host Country take, all appropriate and necessary measures in order to ensure the safe and peaceful staging of the Event and the safety of all participants therein (including, all athletes, officials, coaches, members of the EA Family, VIPs and spectators).

### **13.2 Official Sites Security.**

The Organiser shall ensure that sufficient security personnel are available to protect and safeguard the Official Sites and any equipment, VIK and other goods and facilities stored or located there at all relevant times including, for the avoidance of doubt, throughout the Exclusive Venue Period at the Venue.

### **13.3 Health & Safety.**

The Organiser shall ensure that the Official Sites are safe for all persons in connection with the Event and, without limitation to the foregoing, that the Official Sites comply in all respects with, and has in place all certificates and permits required under, all Applicable Laws relating to health and safety while they are being used in connection with the Event.

### **13.4 Medical Services.**

The Organiser shall ensure the provision of adequate medical services for all accredited persons (including first aid, physiotherapy and massage services) including the medical services and related facilities and equipment that are required at the Official Sites, hotels and other accommodation and other locations under the provisions of this Agreement and the relevant EA Documents.

### **13.5 Anti-Doping Controls.**

The Organiser is responsible for conducting (and shall conduct) doping tests for the Event and for providing (and shall provide) all related facilities, locations, equipment, personnel and transportation, all in accordance with the WADA Code, World Athletics' Regulations, the EA Regulations and the relevant EA Documents and under the supervision of EA's Doping Control Delegate (an EA Officiating Person). The number of tests to be conducted will be determined by EA although additional tests might be performed following an official request to EA by any participating Member Federation. All related costs shall be covered by the Organiser (and, for the avoidance of doubt, the Organiser shall not charge any Member Federation (or other person) for any such tests) except that:



- (a) the cost of the analysis of samples (blood and urine) collected at the Event shall be borne by EA in accordance with Clause 23.6(b); and
- (b) the Organiser may charge fifty euros (€50) in relation to the conduct (rather than analysis) of each additional test undertaken following an official request to EA by any participating Member Federation. EA will pay such charge for any such test to the Organiser following the Event in accordance with Clause 23.6(c).

#### **13.6 Anti-Doping Education Programme.**

The Organiser shall, in close cooperation with EA and the National Anti-Doping Organisation in the Host Country, ensure the provision of an Event-Based Anti-Doping Education Programme which has the potential to reach and positively influence those participating in the Event as well as a broader audience including the general public and media.

#### **13.7 Planning.**

The Organiser shall prepare such detailed written plans in relation to its responsibilities under Clauses 13.1, 13.2, 13.3, 13.4, 13.5 and 13.6 submit them to EA for its prior written approval on or before the relevant date(s) specified in the Event Specific Terms. Each such plan shall:

- (a) comply in all respects with its obligations under this Agreement; and
- (b) include a timeline including key implementation milestones for all relevant aspects thereof.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved plans in a timely manner unless otherwise directed or approved by EA in writing.

### **14. MEDIA RIGHTS & BROADCAST**

#### **14.1 Host Country Broadcaster.**

Each of the Host Parties represents and warrants that an EBU member broadcaster in the Host Country (the "Host Country Broadcaster") has entered into (or will enter into promptly after the execution of this Agreement), and at all times thereafter until the conclusion of the Event will be bound by, an agreement with the EBU pursuant to which it has acquired the right to broadcast television and other audio-visual coverage of the Event and the other EA events referred to in the Guarantee signed by the Host Country Broadcaster and has committed to broadcast live television coverage of the Event in its entirety (and the other coverage of other EA events referred to in such Guarantee) in the Host Country (the "Host Country Broadcast Agreement").

#### **14.2 Organiser's International Broadcast Signal Service Obligations.**

The Host Parties acknowledge and agree that:

- (a) without limitation to Clause 5.5, EA is the sole owner of, and has the exclusive right to exploit, in its discretion, all Media Rights and the Host Parties shall not have, shall not exploit and shall not permit any third party to exploit, any such rights other than an expressly provided herein;
- (b) EA has entered into the EBU Contract with the EBU and pursuant to that contract, EA has granted exclusive Media Rights in relation to the Event throughout the world (including in the Host Country) to the EBU;
- (c) pursuant to the EBU Contract and other agreements relating to the exploitation of the Media Rights, EA will be obliged to produce (or procure production of) an International Broadcast Signal and to make such signal available for distribution to the EBU and other rights-holding broadcasters at the delivery point in the Host Country to be specified by EA in order to permit them to fully exercise their Media Rights and to provide certain other facilities and services in accordance with the EA Host Broadcaster Guidelines, the EA Media Guidelines, the EA TV

Production Guidelines, the EBU Technical Annex and the other EA Documents and the production and technical specification and standards set out therein (such obligations, the "International Broadcast Signal Service Obligations"); and

- (d) under the EBU Contract, the EBU is an Official Partner and, as such, is entitled to related Marketing Rights.

#### **14.3 International Broadcast Signal Service Obligations.**

Pursuant to the EBU Contract, EA has agreed to appoint (or procure the appointment of) EBU or the EBU's subsidiary Eurovision Services S.A. ("Eurovision Services") to provide the International Broadcast Signal Service Obligations in relation to certain events (each, an "Eurovision Services Event") in consideration of payment in an amount corresponding to their fair market value and applicable taxes. The Event Specific Terms specify whether the Event is an Eurovision Services Event. If:

- (a) the Event is an Eurovision Services Event, then all amounts owing to the EBU or Eurovision Services in performance of the International Broadcast Signal Service Obligations (including applicable taxes) shall be paid by the Organiser in accordance with Clause 23.3(b)(1); and
- (b) the Event is not an Eurovision Services Event or EA notifies the Organiser at any time that the EBU or Eurovision Services (as applicable) will no longer fulfil the International Broadcast Signal Service Obligations for any reason, then the Organiser shall (at its sole cost and expense) engage a suitably experienced and qualified service provider to fulfil the International Broadcast Signal Service Obligations and the Organiser shall ensure that such service provider fulfils such obligations. In seeking to engage any such service provider, the Organiser shall comply fully with any rights of first negotiation, matching rights and/or similar rights or processes in favour of the EBU, any EBU member in the Host Country or any other third party as are notified to the Organiser by EA and, in any event, the Organiser shall permit the EBU or any EBU member in the Host Country to submit an offer and consider and negotiate any such offer that is submitted in good faith.

#### **14.4 EA Approval.**

The identity of any service provider to be engaged by the Organiser under Clause 14.3(b) and the related agreement shall be subject to the EA's prior written approval. If such agreement is not in English, then the Organiser shall simultaneously submit a complete and accurate English translation thereof. The Organiser shall provide EA with a full and complete copy of any such agreement promptly upon its signature together with an accurate and complete English translation thereof (if applicable). The Organiser shall not make or agree to any material amendments to, or waive in any material respect any of the provisions of, any such agreement without the prior written approval of EA.

#### **14.5 Facilities.**

The Organiser shall provide all facilities, infrastructure, manpower and technical support (including transport) at the Official Sites as are necessary to ensure the fulfilment of the International Broadcast Signal Service Obligations including, without limitation, all facilities, infrastructure, manpower and technical support that are specified as its responsibility under the EA Media Guidelines, the EA TV Production Guidelines, the EBU Technical Annex, the EA Viewing Requirements and the other EA Documents and shall permit the EBU and any other rights holding broadcasters to install and operate, in the most efficient way, all broadcasting facilities, equipment and services. Where applicable, revenues from the provision of facilities, infrastructure, support and other services to broadcasters will be allocated in accordance with the express provisions of the EBU Technical Annex as they may be varied by agreement between the Organiser and the International Broadcast Signal Provider (subject to EA's prior written approval).

#### 14.6 Coordinator.

The Organiser shall appoint a suitably qualified and experienced person to act as a liaison between the Organiser and the International Broadcast Signal Provider and who shall be available to the International Broadcast Signal Service Obligations whenever required in order to ensure the proper performance of all the Organiser's obligations under Clause 14.5 or otherwise in relation to the International Broadcast Signal Service Obligations.

#### 14.7 International Broadcast Signal Services Plan.

The Organiser shall prepare a detailed plan for the satisfaction of its obligations under Clause 14.5 and, if applicable, Clause 14.3 and submit it for EA's prior written approval on or before the relevant date specified in the Event Specific Terms. Such plan shall include (without limitation):

- (a) full details of the third party service provider(s) that the Organiser proposes to engage to in connection with such obligation;
- (b) refer specifically to the requirements of the EA TV Production Guidelines and other relevant EA Documents and
- (c) a timeline including key implementation milestones for all relevant aspects thereof.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved plan, in a timely manner, unless otherwise directed or approved by EA in writing.

#### 14.8 EA Remedial Action.

- (a) If EA does not approve the proposed plan submitted by the Organiser in accordance with Clause 14.7, then EA may relieve the Organiser of its obligations under Clause 14.5 and, if applicable, Clause 14.3 (or any of them) and engage its own third party service provider(s) to fulfil such obligations, in which case, EA shall be entitled, in accordance with Clause 26, to off-set the associated costs and expenses against the Quality Assurance Deposit and/or require the Organiser to reimburse EA for such costs and expenses.
- (b) If, at any point after EA's approval of the proposed plan submitted by the Organiser in accordance with Clause 14.7, the Organiser fails to comply in any material way therewith or with its related obligations hereunder or EA has reasonable grounds to believe the Organiser may fail to comply with such plan or obligations in any material way, then EA may, without limitation to any other right or remedy of EA (including its rights under Clause 26), require the Organiser to engage (at its cost) key individuals to manage and/or assist in the implementation of the approved plan.

### 15. ORGANISER'S MARKETING RIGHTS

#### 15.1 National Sponsors.

EA hereby grants the Organiser the right to appoint up to the number (if any) of National Sponsors in relation to the Event specified in the Event Specific Terms and, in connection with any such appointment, to sub-license the following Marketing Rights on an exclusive basis for the promotion of products and/or services falling within one (1) or more of the Released Categories:

- (a) the right to use Event Marks;
- (b) the right to use an approved "National Sponsor" designation in relation to the Event;
- (c) the right to up to the relevant number of Advertising Boards specified in the Event Specific Terms per National Sponsor at the Venue or, if EA (in its sole discretion) elects to implement an LED or other electronic advertising board system, then the right to equivalent exposure on such advertising boards as determined by EA;

- (d) the right to ground space at the Market Square to promote, display, demonstrate and/or sample their products/services;
- (e) the right to have the National Sponsor's name and/or logo included in the communal recognition of all Commercial Affiliates on certain materials approved by EA as part of a "sponsor recognition programme" in a manner which reflects the hierarchy of the Commercial Affiliates;
- (f) the right to one (1) full page advertisement in the official programme (if any) of the Event;
- (g) the right to receive "VIP" tickets to the Event (from the Organiser's allocation);
- (h) the right to receive invitations to official social functions organised by the Organiser (if any) in connection with the Event to which Commercial Affiliates are generally invited; and
- (i) any other Marketing Rights specifically approved by EA, in its discretion, in accordance with Clause 15.9.

### **15.2 Official Suppliers.**

EA hereby grants the Organiser the right to appoint up to the number (if any) of Official Suppliers in relation to the Event specified in the Event Specific Terms and, in connection with any such appointment, to sub-license the following Marketing Rights on an exclusive basis for the promotion of products and/or services falling within one (1) or more of the Released Categories:

- (a) the right to use Event Marks;
- (b) the right to use an approved "Official Supplier" designation in relation to the Event;
- (c) the right to up to the relevant number of Advertising Boards specified in the Event Specific Terms per Official Supplier at the Venue or, if EA (in its sole discretion) elects to implement an LED or other electronic advertising board system, then the right to equivalent exposure on such advertising boards as determined by EA;
- (d) the right to ground space at the Market Square to promote, display, demonstrate and/or sample their products/services;
- (e) the right to have the Official Supplier's name and/or logo included in the communal recognition of all Commercial Affiliates on certain materials approved by EA as part of a "sponsor recognition programme" in a manner which reflects the hierarchy of the Commercial Affiliates;
- (f) the right to one (1) half (1/2) page advertisement in the official programme (if any) of the Event;
- (g) the right to receive "VIP" tickets to the Event (from the Organiser's allocation);
- (h) the right to receive invitations to official social functions organised by the Organiser (if any) in connection with the Event to which Commercial Affiliates are generally invited; and
- (i) any other Marketing Rights specifically approved by EA, in its discretion, in accordance with Clause 15.9.

### **15.3 Media Partners.**

EA hereby grants the Organiser the right to appoint up to the number (if any) of Media Partners in relation to the Event specified in the Event Specific Terms that, in EA's opinion, are not competitors of EBU, the Host Country Broadcaster or any other official Event broadcaster and, in connection with any such appointment, to sub-license the following Marketing Rights for the promotion of the relevant radio station, newspaper or magazine for use in the Host Country:

- (a) the right to use Event Marks;
- (b) the right to use an approved "Media Partner" designation in relation to the Event;

- (c) the right to up to the relevant number of Advertising Boards specified in the Event Specific Terms per Media Partner at the Venue or, if EA (in its sole discretion) elects to implement an LED or other electronic advertising board system, then the right to equivalent exposure on such advertising boards as determined by EA;
- (d) the right to ground space in at the Market Square to promote, display, demonstrate and/or sample their products/services;
- (e) the right to have the Media Partner's name and/or logo included in the communal recognition of all Commercial Affiliates on certain materials approved by EA as part of a "sponsor recognition programme" in a manner which reflects the hierarchy of the Commercial Affiliates;
- (f) the right to one (1) half (1/2) page advertisement in the official programme (if any) of the Event;
- (g) the right to receive "VIP" tickets to the Event (from the Organiser's allocation);
- (h) the right to receive invitations to official social functions organised by the Organiser (if any) in connection with the Event to which Commercial Affiliates are generally invited; and
- (i) any other Marketing Rights specifically approved by EA, in its discretion, in accordance with Clause 15.9.

#### 15.4 Host Institutions.

EA hereby grants the Organiser the right to appoint up to the number (if any) of Host Institutions in relation to the Event specified in the Event Specific Terms and, in connection with any such appointment, to sub-license the following Marketing Rights for the promotion of such Host Institution for use in the Host Country:

- (a) the right to use an approved "Host Institution" designation in relation to the Event;
- (b) the right to up to the relevant number of Advertising Boards specified in the Event Specific Terms per Host Institution at the Venue or, if EA (in its sole discretion) decides to implement an LED or other electronic advertising board system, then the right to equivalent exposure on such advertising boards as determined by EA;
- (c) the right to ground space at the Market Square for use in a fan-oriented activation;
- (d) the right to have the Host Institution's name and/or logo included in the communal recognition of all Commercial Affiliates on certain materials approved by EA as part of a "sponsor recognition programme" in a manner which reflects the hierarchy of the Commercial Affiliates;
- (e) the right to one (1) full (1/1) page advertisement in the official programme (if any) of the Event;
- (f) the right to have one (1) half (1/2) page welcome message from a suitable Host Institution official in the official programme (if any) of the Event; and
- (g) any other Marketing Rights specifically approved by EA, in its discretion, in accordance with Clause 15.9.

#### 15.5 Additional Organiser Partners.

EA hereby grants the Organiser the right to appoint such number of additional Organiser Partners in relation to the Event as is specified in the Special Terms (if any) and, in connection with any such appointment, to sub-license the Marketing Rights that are specified in the Event Specific Terms (if any) to each such additional Organiser Partner on an exclusive basis for the promotion of products and/or services falling within one (1) or more of the product/service categories specified in (or to be determined in accordance with) the Special Terms or a Released Category.

#### 15.6 Merchandising.

EA hereby grants the Organiser the non-exclusive right to itself use and/or to grant one or more third parties (each a "**Merchandising Partner**") the right (through sub-license) to use the Event Logo in and/or on items of merchandise ("**Licensed Merchandise**") and in the marketing and promotion of any such Merchandise, in each case, anywhere in the world during the Term, provided that:

- (a) such right may only be exercised in relation to the types of merchandise that have been pre-approved by EA in writing (in its discretion) and, in any event, shall not include any merchandise that is, in EA's opinion, contrary to public morals; likely to offend the rights of individuals or any political, religious, racial or minority group; may compromise or reflect unfavourably upon the good name, goodwill, standing, reputation or image of EA or the Event; may bring EA, or the Event into public disdain or disrepute; or may conflict with the rights granted to any Commercial Affiliates by EA (including in relation to any exclusivity of such rights);
- (b) each item of Licensed Merchandise (and the inclusion of the Event Logo therein or on) shall be subject to EA's prior written approval in accordance with the procedures to be notified to the Organiser by EA;
- (c) any exercise of this right shall be in full compliance with any EA Merchandising Guidelines and the EA Event Style Guide;
- (d) no Licensed Merchandise shall bear any branding or other identification for its manufacturer (or any other person) without EA's prior written approval; and
- (e) the Organiser shall ensure that each Merchandising Partner complies fully with the foregoing and its other obligations under the agreement pursuant to which it is granted these rights.

#### 15.7 Concessions.

EA hereby grants the Organiser the non-exclusive right to grant (through sub-license) existing Venue concessionaires and/or other third parties (each a "**Concessionaire**") the right to sell food, beverages and/or Licensed Merchandise (and other merchandise) at the Venue while it is in use during the Event, provided that:

- (a) any exercise of the right to sell shall fully comply with and respect the EA Concession Guidelines and the rights and exclusivity granted by EA to the Official Partners, including, where relevant, by serving only the food, beverages and/or other products of any relevant Official Partner and/or refraining from serving, advertising and/or promoting any competitive products, all in accordance with EA's instructions. Concessionaires' proposed menus, decoration, signage and prices shall be subject to EA's prior written approval; and
- (b) the Organiser shall ensure that each Concessionaire complies fully with the foregoing and its other obligations under the agreement pursuant to which it is granted the relevant rights and otherwise cooperates with relevant Official Partners in relation to the sale, service and display of their products and services.

#### 15.8 Organiser's Marketing Plan.

The Organiser shall prepare a detailed written plan outlining its strategy in relation to the solicitation and appointment of Organiser Partners, the exploitation of the rights in relation to merchandising and concessions under Clauses 15.6 and 15.7, and any other relevant exploitation and delivery of Marketing Rights (the "**Marketing Plan**") and submit it to EA for its prior written approval on or before the relevant date specified in the Event Specific Terms. The Marketing Plan shall:

- (a) specify the objectives of its marketing programme in relation to the Event;
- (b) comply in all respects with the Organiser's rights and obligations under this Agreement;

- (c) set out the number of Organiser Partners that the Organiser plans to appoint, the proposed rights packages for each class of Organiser Partner, the proposed product/service categories to be exploited and the targeted consideration as well as the Organiser's related sales strategy;
- (d) set out the Organiser's proposals in relation to all commercial activities for the Event (that are not specifically addressed in any other plan to be submitted by the Organiser hereunder) including, at the Market Square, Commercial Affiliate workshops and any promotional activities included in the approved Promotional Plan in which Commercial Affiliates could participate or which otherwise give rise to Commercial Rights (e.g. children's athletics events and mass participation events);
- (e) set out the Organiser's proposals in relation to the exploitation of the rights in relation to merchandising and concessions under Clauses 15.6 and 15.7;
- (f) set out any proposals the Organiser may have for the creation of additional value for the Commercial Affiliates; and
- (g) set out the Organiser's plan to prevent and stop Ambush Marketing as required by Clause 16.6.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved Marketing Plan in a timely manner unless otherwise directed or approved by EA in writing.

#### **15.9 Organiser Commercial Rights Approaches.**

The Organiser shall not approach, make any formal proposal to, or enter into any detailed discussions with any person in relation to any appointment of an Organiser Partner or any other sub-license of Marketing Rights without the prior written approval of EA, including in relation to:

- (a) the Marketing Rights that the Organiser proposes to grant to such entity (including any rights not specifically mentioned in Clause 15.1, 15.2, 15.3 or 15.4 or the Event Specific Terms (as applicable)) and, in relation to Organiser Partners, the specific materials on which their names and/or logos will appear in connection with the sponsor recognition programme;
- (b) the proposed consideration including any VIK;
- (c) in the case of Organiser Partners, the brand and category of products and/or services to be promoted by any Organiser Partner (including any Released Categories referred to in the Event Specific Terms, any other category of products and/or services which the Organiser would like to be a Released Category and/or, in relation to any Organiser Partner to be appointed in accordance with Clause 15.5, any category specified in (or determined in accordance with) the Special Terms;
- (d) in the case of any Merchandising Partners, the category of products and/or services to be produced by the relevant Merchandising Partner; and
- (e) in the case of any Concessionaires, the categories of products to be offered by the relevant Concessionaires and the relevant locations in the Venue,

and, accordingly, prior to taking any such step, the Organiser shall submit a written request for approval to EA in a form provided or approved by EA (in English). EA may grant or withhold any such approval in its discretion and any approval may be subject to conditions and/or restrictions stipulated by EA.

#### **15.10 Cooperation.**

EA and the Organiser shall liaise and cooperate with each other in relation to all approaches, proposals discussions and negotiations contemplated under Clause 15.9. The Organiser shall keep EA regularly updated in relation to the status of all approaches, proposals and discussions in relation to the appointment of Organiser Partners and any other exploitation of the Commercial Rights granted to the

Organiser hereunder and EA and the Organiser shall meet regularly to discuss all aspects of the exploitation of the Commercial Rights in relation to the Event.

**15.11 EA Approval.**

The Organiser shall not enter into any agreement relating to Commercial Rights (including the appointment of any Organiser Partner) unless it has been pre-approved in writing by EA and is in the form of the template agreement (if any) provided or approved by EA. If any draft agreement submitted to EA for approval is not in English, then the Organiser shall simultaneously submit a complete and accurate English translation thereof. The Organiser shall provide EA with a full and complete copy of any such agreement promptly upon its signature together with an accurate and complete English translation thereof (if applicable). The Organiser shall not make or agree to any material amendments to, or waive in any material respect any of the provisions of, any such agreement without the prior written approval of EA.

**15.12 Acknowledgments.**

The Organiser acknowledges and agrees that:

- (a) EA may appoint an unlimited number of Official Partners with Event-related rights in relation to exclusive product and/or service categories (other than the Released Categories and any category specified in (or determined in accordance with) the Special Terms in relation to any Organiser Partner(s) to be appointed in accordance with Clause 15.5) on a worldwide (or more limited) basis;
- (b) the packages of Marketing Rights granted to Official Partners generally include similar rights to those rights that the Organiser is permitted to sub-license to Organiser Partners but may be more extensive and may, for the avoidance of doubt, include the right and obligation to supply products and/or services and to use "official supplier" and "official sponsor" designations;
- (c) the Official Partners may rank higher than some or all classes of Organiser Partners in the hierarchy of Commercial Affiliates and this ranking shall be reflected in the Marketing Rights granted to Organiser Partners;
- (d) the Organiser Partners may have fewer rights than Official Partners in relation to the inclusion of their name and/or logo in the communal recognition of Commercial Affiliates and such rights may differ between each such class of Organiser Partner;
- (e) other competitions and events organised or sanctioned by EA are separately commercialised and EA and/or their organisers may appoint sponsors in relation thereto including in relation to the Released Categories (and any category specified in (or determined in accordance with) the Special Terms in relation to any Organiser Partner(s) to be appointed in accordance with Clause 15.5, and such sponsors' rights may be exercised in the Host Country during the Term;
- (f) it must respect, abide by and adhere to the Commercial Rights granted to Commercial Affiliates by EA (including in relation to exclusivity), co-operate with the Official Partners in connection with such Commercial Rights and not, by any act or omission, interfere with the rights, obligations and entitlements of any Commercial Affiliate, the EBU or EA;
- (g) the Marketing Rights granted by the Organiser to any Organiser Partner or other third party are subservient, and must also respect and abide by the rights granted to the Commercial Affiliates by EA (including in relation to exclusivity); and
- (h) notwithstanding the grant of the Organisers Rights, EA shall maintain complete authority and control over all Commercial Rights and marketing activities related to the Event, including the placement of any form of sponsorship identification, advertising, branding and other promotional messaging and materials at the Official Sites.



## 16. ORGANISER'S OBLIGATIONS RE COMMERCIAL RIGHTS

### 16.1 Delivery of Organiser Partners' Rights.

Save as expressly provided to the contrary herein, the Organiser shall be solely responsible (at its cost) for the delivery of all rights granted to Organiser Partners and any other third party to whom the Organiser grants any Commercial Rights in accordance with this Agreement and for the account management of all such third parties.

### 16.2 Support of EA's Commercial Activities.

The Organiser undertakes to fully co-operate with EA and the Commercial Affiliates contracted by EA in relation to, and to take all reasonable steps to assist with and facilitate, the delivery and implementation of such Commercial Affiliates' Commercial Rights in relation to the Event.

### 16.3 Commercial Affiliates Meetings.

If any Host Party wishes to arrange any meeting with an Official Partner it shall seek the prior written approval of EA and EA shall have the opportunity to attend any such meeting and, upon, request, any meeting between the Organiser and an Organiser Partner. All communications with Official Partners shall be made through EA unless otherwise agreed.

### 16.4 Commercial Affiliates Workshops.

The Organiser shall arrange one or more workshops for the Commercial Affiliates in order for the Official Partners to be introduced to the Organiser, the Organiser Partners and any other third party to whom the Organiser grants any Commercial Rights in accordance with this Agreement, the Host City and the Event more generally. The organisation of such workshops (including meeting rooms, equipment, food and beverages and local transportation) will be at the Organiser's cost (excluding the travel and accommodation costs of the participants therein). EA shall have the right to attend any separate workshop(s) that the Organiser elects to organise for the Organiser Partners and/or any other third party to whom the Organiser grants any Commercial Rights in accordance with this Agreement.

### 16.5 Market Square.

- (a) The Organiser must provide each of EA and the Commercial Affiliates, free of any charge, with a suitable space (of at least 25m<sup>2</sup>) to display, demonstrate and sample their products/services in a dedicated area at the Venue (a "Market Square"). Any installation or material used for such display, demonstration or sampling will be at the Commercial Affiliates' own cost. The Organiser may not charge EA or the Official Partners any fees for the general security, cleaning, waste collection or other similar services, but may charge for the use of water, electricity, utilities and the provision of tents/temporary units. EA shall be responsible for the allocation of space in the Market Square amongst the Commercial Affiliates and any other relevant persons and any proposed allocation plan prepared by the Organiser shall be submitted to EA for its prior written approval.
- (b) The Organiser shall ensure that no party other than the Commercial Affiliates will display, demonstrate or sample any products and/or services at the Venues during the Event (whether in the Market Square or elsewhere).
- (c) All activities in the Market Square (including those of the Commercial Affiliates and the Organiser) shall be subject to EA's prior written approval. The Organiser may not provide any space to any vendors in the Market Square area except as expressly permitted hereunder or with EA's prior written approval (in which case the Organiser shall ensure that each vendor complies with the EA Concession Guidelines and any other instructions and guidelines issued by EA). The Organiser may not grant any advertising or branding rights to any such vendors.

## **16.6 Ambush Marketing.**

The Organiser shall take all available measures to prevent and stop Ambush Marketing in the Host Country and, in particular, in and adjacent to any Official Site and at key locations in the Host City and shall, in cooperation with EA, develop a comprehensive plan to do so which shall include (a) seeking legal advice, (b) procuring the assistance of relevant authorities in the Host City and Host Country (such as police and officials with responsibility for establishing and enforcing trading standards, customs and regulations relating to street trading and advertising), (c) the purchase by or on behalf of the Organiser of advertising spaces in the immediate vicinity of the Official Sites, (d) the deployment of an ambush marketing team to patrol Official Sites during the Event and (e) the allocation of sufficient Organiser resources.

## **17. VIK**

### **17.1 VIK.**

EA will inform the Organiser if any Official Partner will provide VIK for the Event and the Organiser shall have the opportunity to provide input on the level and nature of its Event-related VIK requirements.

### **17.2 Needs Beyond VIK.**

In the event of a Commercial Affiliate not providing any or sufficient VIK for the reasonable needs of Organiser for the Event, the Organiser must obtain the shortfall, at its own cost, by buying or renting additional products and/or services. EA will make best efforts to obtain additional products and/or services from Official Partners at a discounted rate. If the Organiser wishes to source relevant products and/or services from any party other than a Commercial Affiliate, it must strictly comply with the product and/or service exclusivity of the Commercial Affiliates of the Event.

### **17.3 Organiser's Obligations re VIK**

- (a) The Organiser shall make available, free of charge, to any Commercial Affiliates supplying VIK, such storage facilities at the Official Sites that are appropriate and necessary for the Commercial Affiliates to discharge their product and/or service supply obligations for the Event. Such facilities shall be secure and include, free of charge, utilities (electricity, water and air conditioning) if requested. The Organiser shall, if requested by EA, provide (before, during and after the Event) such transportation and related labour (e.g. for loading and unloading) that is reasonably necessary for the delivery and distribution of any VIK at the Official Sites and any other assistance and support reasonably required by the relevant Commercial Affiliate.
- (b) The Organiser shall ensure that no corkage, pouring or similar fees will be charged or imposed in relation to any VIK served or otherwise distributed in connection with the Event whether at an Official Site or otherwise.

## **18. ADVERTISING AT OFFICIAL SITES**

### **18.1 Advertising Rights.**

Without limitation to Clauses 4.6 and 5.5, EA is the sole owner of, and has the exclusive right to exploit, all advertising rights relating to the Event including all rights to display or transmit any advertising, branding and other promotional messaging and materials in any medium at the Official Sites and the Organiser shall not have, and shall not exploit, any such rights other than as specifically contemplated hereunder or otherwise with EA's prior written approval.

**18.2 Advertising Regulations.**

Any advertising at the Official Sites must comply with the Advertising Regulations and Applicable Laws. EA reserves the right to remove or conceal, at the Organiser's cost, any advertising, branding and other promotional messaging and materials which do not, in its opinion, so comply.

**18.3 Advertising Boards Inventory.**

The Organiser represents and warrants and shall ensure that there will be at least the amount of perimeter space specified in the Event Specific Terms (if any) adjacent to the track at the Venue that is in the normal view of the main television cameras and is suitable for placing and/or affixing Advertising Boards during the Event.

**18.4 Size & Placement of Advertising Boards.**

The dimensions, positions and specific placement of all Advertising Boards (including on any road race competition comprised in the Event) and their allocation amongst Commercial Affiliates will be decided by EA in its sole discretion and must be strictly respected by the Organiser.

**18.5 Production of Advertising Materials.**

The party specified in the Event Specific Terms is responsible for the design, production, supply, installation and maintenance of the following advertising materials to be used during the Event (the "Advertising Materials"):

- (a) all Advertising Boards (including those of any Organiser Partner and the Event title board);
- (b) composite boards placed at the Official Sites;
- (c) press conference backdrops;
- (d) mixed zone backdrop;
- (e) start board branding;
- (f) crash mat branding (if applicable);
- (g) hurdle stickers (if applicable);
- (h) steeplechase stickers (if applicable);
- (i) road race gantry branding (if applicable); and
- (j) other in-field materials bearing the Official Partners branding,

and for appointing any third party signage company that is responsible for these tasks.

**18.6 Costs of Production of Advertising Materials.**

Responsibility for the costs of the design, production, supply, installation and maintenance of all Advertising Materials is addressed in the Event Specific Terms. For the avoidance of doubt, the Organiser shall be responsible for all costs associated with any approved signage and advertising materials (other than the Advertising Materials) produced and used in connection with the Event including Event dressing, branding and signage at the Official Sites and press conference backdrops and composite stands used in pre-Event activities.

**18.7 Additional Materials.**

In addition, EA shall be responsible (at its cost) for the design (including the inclusion of any branding for Official Partners), production and supply of:

- (a) all athletes' number bibs, leg numbers and victory ceremony bibs (if, in each case, applicable);
- (b) all International Broadcast Signal Provider vests and armbands;
- (c) all flash interview crew vests; and
- (d) all photographers vests,

which shall be used, to the exclusion of all others, in connection with the Event.

#### **18.8 Advertising Boards Approvals.**

The appearance, content and design of all Advertising Boards shall be subject to EA's prior written approval and any applicable guidelines issued by EA from time to time. In principle, the artwork for any Organiser Partner's Advertising Board must contain only its relevant name and/or logo, without any other picture, slogan or text whatsoever. The Organiser shall ensure that each applicable Organiser Partner submits to EA its proposed artwork for inclusion on its Advertising Board (in the form of a final properly proportioned artwork with exact colour specifications) in such format(s), and in accordance with such time limits and deadlines, as may be specified to the Organiser by EA. Failure to meet artwork deadlines may result in increased production costs or an inability to deliver the relevant Advertising Boards.

#### **18.9 Transportation of Advertising Materials.**

The Organiser shall, if requested by EA, provide (before, during and after the Event) such transportation and related labour (e.g. for loading and unloading) that is reasonably necessary for the timely transportation between, placement at and removal from, various areas of the Official Sites of any Advertising Material following its delivery to the Host Country. Transportation may require the use of fork lift trucks, flat-bed trucks, tractors and trailers, vans and trolleys and electrical carts for use on tracks.

#### **18.10 Volunteers for Advertising Materials.**

The Organiser shall provide such volunteers and other personnel as may be requested by EA in relation to the installation and management of the Advertising Boards and other Advertising Materials.

#### **18.11 Safeguarding Advertising Materials.**

The Organiser shall safeguard all Advertising Materials and shall provide such security and supervision as is reasonably required to do so. Without limitation to the foregoing, the Organiser shall provide and install such crowd control barriers as are reasonably necessary to protect the Advertising Boards. For the avoidance of doubt, the Advertising Boards are not to be used as replacements for crowd control barriers. The Organiser shall implement any recommendations of EA with respect to the foregoing.

#### **18.12 Clear View of Advertising Boards.**

The Organiser shall ensure that the public and television camera's view of any and all Advertising Boards is not obstructed in any manner during the Event and must provide at all times, at its own cost, an appropriate number of persons who are responsible for ensuring that the Advertising Boards are so unobstructed.

#### **18.13 In-Field Area.**

Only authorised persons and equipment is/are allowed in the Event in-field areas and the Organiser shall prevent all other persons and equipment from entering into this area at all times and, notwithstanding the foregoing, shall immediately remove any unauthorised person and/or equipment that has gained access to, or been placed in, such area. The Organiser shall ensure that authorised Event

personnel working in this area (including, but not limited to volunteers carrying athletes' clothing baskets or setting out or removing equipment) must leave this area through the nearest available gate as soon as their relevant task is completed. The Organiser shall ensure that all officials, judges, security guards, police and similar persons who are authorised to access this area walk and stand behind the Advertising Boards and shall provide suitable seating, where necessary. The Organiser shall, under the direction of EA, institute a system of "infield management" so as to achieve this objective which complies with the EA Infield Management Guidelines.

## **19. EVENT PROMOTION**

### **19.1 Promotion.**

The Host Parties acknowledge the importance of promoting the Event to creating maximum public awareness thereof in the Host City, the Host Country and internationally in the period prior to and during the Event and to ensuring the maximum attendance at the Venue and undertake to use all reasonable efforts to promote and market the Event (in co-operation with EA) in a manner in-keeping with the Standard and subject to, and in accordance with, the terms of this Agreement.

### **19.2 Promotional Plan.**

The Host Parties shall prepare a detailed written plan outlining their proposed activities related to the promotion of the Event and submit it to EA for its prior written approval on or before the relevant date specified in the Event Specific Terms. EA shall provide the Host Parties with a road book to assist them in the preparation of such plan. The Host Parties' promotional plan shall:

- (a) include plans for extensive Host City dressing including the display of banners, flags, posters and/or other materials promoting the Event in high traffic and/or profile locations throughout the Host City such as government buildings, railway stations and airports and at, and in the area surrounding, the Venue;
- (b) include a detailed budget and timelines;
- (c) set out details of any events which any of the Host Parties proposes to organise or promote in connection with the Event (e.g. concerts, children's athletics events or mass participation events); and
- (d) be tailored for the culture of the Host City and Host Country.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved promotional plan in a timely manner unless otherwise directed or approved by EA in writing.

### **19.3 Integration of EA Promotional Campaign.**

Upon request of EA, the Organiser agrees to use its best efforts to integrate any non-Event specific promotional activity developed by EA in connection with its role as the governing body responsible for developing, promoting and fostering athletics in Europe (e.g. the promotion of the sport of athletics in connection with health or youth leadership) into their Event-related planning and promotion and to use its best efforts to otherwise support EA in this regard.

## **20. EVENT PRESENTATION**

### **20.1 Event Presentation.**

The Organiser shall be responsible for presenting (and shall present) the Event to the spectators at the Venue in a manner which complies with the EA Event Presentation Guidelines and the other terms and conditions of this Agreement. The Organiser's event presentation shall:

- (a) be modern and innovative;

- (b) be informative and entertaining;
- (c) respect the culture, traditions, habits and language of the Host City; and
- (d) make use of the most appropriate techniques and technologies.

#### **20.2 Organiser Event Presentation Responsible.**

The Organiser shall engage a suitably qualified and experienced person or agency to have primary responsibility for creation and management of event presentation in relation to the Event on or before the relevant date specified in the Event Specific Terms. EA and the Organiser agree that there are very few candidates that are suitably qualified and experienced for this role and, as a result, the Organiser agrees to engage a person from a list to be provided by EA or who is otherwise pre-approved by EA in writing. The Organiser shall also engage an event presentation logistics manager to provide on-the-ground assistance to EA and the Organiser in the build up to, and during, the Event.

#### **20.3 Event Presentation Plan.**

The Organiser shall prepare a detailed written plan outlining all of its proposed activities related to the presentation of the Event to the spectators at the Venue (the "Presentation Plan") and submit it to EA for its prior written approval on or before the relevant date specified in the Event Specific Terms. The Presentation Plan shall:

- (a) comply with its obligations under this Clause 20;
- (b) include a detailed budget and timelines; and
- (c) specify the names of key talent (including announcers, infield presenters, DJs, floor managers and the vision director) and service providers that the Organiser proposes to engage in connection with such obligations.

The Organiser shall fully implement and comply with (and ensure that any relevant third party fully complies with) the approved Presentation Plan in a timely manner unless otherwise directed or approved by EA in writing.

#### **20.4 EA Remedial Action.**

- (a) If EA does not approve the proposed Presentation Plan submitted by the Organiser in accordance with Clause 20.3, then EA may relieve the Organiser of its obligations under Clause 20.1 and implement its own plan for the presentation of the Event to spectators at the Venue which may include the appointment of third party service providers selected by EA, in which case, EA shall be entitled, in accordance with Clause 26, to off-set the associated costs and expenses against the Quality Assurance Deposit and/or require the Organiser to reimburse EA for such costs and expenses.
- (b) If, at any point after EA's approval of the Presentation Plan, the Organiser fails to comply in any material way therewith or with its related obligations hereunder or EA has reasonable grounds to believe the Organiser may fail to comply with in any material way such plan or obligations, then EA may, without limitation to any other right or remedy of EA (including under Clause 26), require the Organiser to engage (at its cost) key individuals (which may include talent) in connection with the Presentation Plan and the Organiser's related obligations.

#### **20.5 Advertising & Branding in Presentation.**

For the avoidance of doubt, the Host Parties shall not incorporate any visible, audible or otherwise detectable sponsorship identifications, advertising, branding and other promotional messaging and materials or any other advertising, marketing or promotional activity, in any case, whether commercial or non-commercial, into any element of the presentation of the Event to spectators at the Venue except as required, or pre-approved in writing, by EA.

## **20.6 Facilities.**

The Host Parties shall be responsible for providing (and shall provide) all facilities, infrastructure, equipment, logistical and technical support (including transportation) and personnel at the Venue as are necessary in connection with the implementation of its Presentation Plan or, in the circumstances contemplated by Clause 26, EA's own presentation plan.

## **20.7 Ceremonies.**

The Organiser shall be responsible for organising, managing and delivering (and shall organise, manage and deliver) an opening ceremony for the Event as well as a victory ceremony for each competition comprised in the Event for which medals are awarded, all in compliance with the requirements set out in the Event Organisation Manual and the other EA Documents and under the control and direction of EA. The Organiser shall ensure that such ceremonies are fully integrated into the Organiser's presentation of the Event in the manner specified in the Presentation Plan. The details of the proposed ceremonies, including the proposed timetable for the victory ceremonies, shall be submitted to EA for approval on or before the relevant date specified in the Event Specific Terms.

## **20.8 Medals.**

The Organiser shall be responsible for designing, producing and providing sufficient numbers of medals for medallists in each competition comprised in the Event and a reasonable number of spares (for use, for example, in the case of any tie). The design and other attributes of all such medals must be approved in advance by EA and the Organiser shall submit its proposed designs to EA on or before the deadline specified in the Event Specific Terms. Following the Event the Organiser shall deliver to EA the number of sets of the Event-medals (un-engraved) specified in the Event Specific Terms (if any), any such medals that have not be presented to medallists and all moulds, designs, specifications and other materials or information required to produce additional such medals. Without limitation to Clause 25, EA shall have the exclusive right to produce any additional such medals after the Event.

## **20.9 Official Clothing.**

The Organiser shall be responsible, at its cost, for the supply of all official clothing to be worn at the Event. EA and the Organiser shall, not later than the relevant date specified in the Event Specific Terms, agree on the design of the official clothing and the numbers and categories of persons that should wear official clothing and the Organiser shall ensure that all persons falling within the agreed categories wear the official clothing at all times when on duty in relation to the Event. Such clothing shall be specifically provided for representatives of any person specifically mentioned in the Event Specific Terms.

## **21. PROMOTIONAL MATERIALS**

### **21.1 Production of Promotional Materials.**

The Organiser shall produce and distribute all Promotional Materials including those that are specified in the EA Promotional Materials & Publications Time Plan or are otherwise required under the terms of this Agreement or pursuant to EA's instructions. For the avoidance of doubt, if the terms of this Agreement provide that any Promotional Materials (e.g. the Statistics Handbook and the Broadcaster Handbook) are to be compiled by a person other than the Organiser, then the Organiser's obligation to produce such Promotional Materials shall not, unless otherwise notified by EA, include the obligation (or right) to compile the content thereof but shall include, for the avoidance of doubt other obligations in relation to production (e.g. printing (if not electronic) and design).

### **21.2 Promotional Materials Requirements.**

All Promotional Material shall:

- (a) be in English and/or such other language(s) as specified in the EA Promotional Materials & Publications Time Plan or are pre-approved by EA;

- (b) be produced in colour and, if applicable, in at least the minimum numbers specified in the EA Promotional Materials & Publications Time Plan or otherwise required by EA;
- (c) be produced in the medium or media (e.g. printed or digital), and distributed at the times specified, in the EA Promotional Materials & Publications Time Plan or otherwise required by EA;
- (d) conform in all respects to the relevant EA Event Style Guide and any relevant templates included therein or otherwise specified by EA;
- (e) incorporate such content, branding advertising and/or identifications for the Official Partners as shall be required by EA which, where applicable, shall be in compliance with the relevant EA Event Style Guide; and
- (f) not, without EA's prior written consent, incorporate or feature any material that promotes any third party other than the Official Partners or any products or services other than the relevant products and/or services of the Official Partners and, in particular, shall not incorporate or feature any name, symbol, branding, logo, design, trademark or other identification denoting or identifying any such third party, products or services.

### **21.3 Promotional Material Approval.**

All Promotional Materials shall be subject to EA's prior written approval in all respects, including in relation to format(s), quality, quantities, times of production and methods of distribution and the Organiser shall submit them (together with all relevant details) to EA for such approval in accordance with any approvals process specified by EA and, in any event, reasonably in advance of their planned production.

### **21.4 EA Copies.**

The Organiser shall provide EA with such number of copies of any printed Promotional Materials as EA may reasonably request for archive and other purposes.

## **22. DIGITAL MEDIA**

### **22.1 Event Website.**

Unless otherwise notified by EA, the Organiser shall (at its cost):

- (a) establish the Event Website on or before the relevant date specified in the Event Specific Terms and shall operate and maintain such website, all in compliance with the relevant EA Event Style Guide, until at least three (3) months (but not more than nine (9) months) after the Event; and
- (b) throughout the period of operation of the Event Website, regularly create relevant, accurate, useful and compelling content (in English, the official language(s) of the Host Country and any other agreed languages) for publication on the Event Website and keep the Event Website's content regularly updated;
- (c) ensure that any content that EA may elect (in its discretion) to provide for inclusion on any part of the Event Website is published and maintained thereon;
- (d) ensure that the Event Website shall feature such branding and other advertising for Official Partners as EA may direct.

All aspects of the Event Website including the URL address thereof, its architecture, its content and any branding or advertising thereon shall be subject to EA's prior written approval.

### **22.2 Social Media.**

EA shall be responsible for creating social media content and activities relating to the Event during the Term which shall be carried out through EA's official social media accounts and pages. The Organiser shall regularly, throughout the Term, create relevant, accurate, useful and compelling content (in



English, the official languages of the Host Country and any other agreed languages) for publication on such social media accounts and pages. All such content (including official handles and hashtags, design of templates etc.) produced by the Organiser shall comply with the relevant EA Event Style Guide and be subject to EA's prior written approval.

### **22.3 Other Digital Media.**

The Event Website and EA's social media pages and accounts will be the sole digital communication channels for the Event and, as a result, the Organiser shall not create or maintain any website or section of any other website, any other social media page or account or other digital media platform or channel in relation to the Event without the prior written consent of EA.

### **22.4 Control Over Digital Media.**

EA shall, at all times, have overall control over the content of the Event Website and the operation and contents of its social media accounts and pages and all content published thereon. As a result:

- (a) the publication of any content provided by the Organiser shall be subject to EA's prior written approval, unless otherwise agreed by EA; and
- (b) EA may, at any time, remove or edit any published content provided by the Organiser for inclusion on EA's social media pages and accounts and may request the removal of any content published on the Event Website (and the Organiser shall comply with any such request).

The foregoing shall apply even if EA, in its discretion, grants the Organiser the opportunity (through relevant administrative privileges) to publish content for which it is responsible directly onto EA's social media pages and/or accounts. For the avoidance of doubt, EA may revoke any such opportunity and privileges (if granted) at any time, in its discretion.

### **22.5 Cooperation.**

EA and the Organiser shall cooperate and coordinate in connection with, and meet regularly in order to discuss, the digital media strategy for the Event and in order to ensure the relevant content, official information, official data and images are published thereon at relevant times and that the Event Website and EA's social media pages are otherwise effectively used in connection with the Event.

## **23. FINANCIALS**

### **23.1 Marketing Fee.**

In consideration of the grant to the Organiser of the Organiser Rights pursuant to Clause 5.1, the Organiser shall pay the Marketing Fee (if any) to EA in the amount, and in accordance with the payment schedule, specified in the Special Terms. If the Organiser does not comply in full with its obligations under this Clause 23.1, then EA may, without limitation to its other rights and remedies, terminate this Agreement in accordance with Clause 27.2(c).

### **23.2 Financial Responsibilities of the Organiser.**

Subject to Clause 23.6 and except as otherwise expressly provided herein, the Organiser shall be responsible (and EA shall have no responsibility or liability to the Host Parties or any other person) for all the costs of hosting, organising, managing, staging and promoting the Event in accordance with the terms and conditions of this Agreement (including, for the avoidance of doubt, the obligations to comply with the Bid Documentation, the Event Organisation Manual and the EA Documents under Clause 2.5) and of otherwise performing its obligations and exercising its rights hereunder regardless of whether this is expressly stipulated in relation to the relevant obligation. For the avoidance of doubt, the costs and expenses for which the Organiser is responsible include (without limitation) those associated with:

- (a) providing the required facilities to enable EA to fulfil its duties and responsibilities related to the Event, including adequately sized equipped offices & meeting rooms for the exclusive use of EA within the main VIP/EA Family hotel(s) and at the Venue (including during site visits) which are equipped and furnished in accordance with EA's specifications as well as access to, and use of, adequate storage, parking, electricity, light, heat, air conditioning, toilets and water (including water of drinkable quality);
- (b) conducting doping tests for the Event and providing all related facilities, locations, equipment, personnel and transportation as required under Clause 13.5;
- (c) the development, organisation, management and provision of the Event-Based Anti-Doping Education Programme as required under Clause 13.6;
- (d) the development, organisation, management and delivery of the European Athletic Club as required under Clause 8.1;
- (e) providing the complimentary tickets and seats required under Clauses 7.5 and 7.6 and the ticket discounts required under Clause 7.8;
- (f) taking out and maintaining all insurances required under Clause 23.9;
- (g) organising and delivering the Event official function (or, if EA and the Organiser agree to co-host, fifty percent (50%) of such costs and expenses) and of organising and delivering the closing party, each as required under Clause 8.2;
- (h) operating the Transportation System as required under Clause 10;
- (i) the design, production, supply, installation and maintenance of those Advertising Materials (and other materials) in relation to which the Organiser is responsible for the costs in accordance with Clause 18.6;
- (j) providing, equipping, furnishing and servicing the Official Sites in accordance with Clause 4 and the other provisions of this Agreement, the Event Organisation Manual and the EA Documents;
- (k) promoting the Event (including all Host City dressing) in accordance with the approved Promotion Plan as required under Clause 19;
- (l) presenting the Event to the spectators at the Venue in accordance with the Presentation Plan and organising, managing and delivering the approved opening and victory ceremonies as required under Clause 20;
- (m) providing welcome bags in accordance with Clause 8.4; and
- (n) the video recording System (and related services) in accordance with Clause 11.1(b).

### **23.3 Additional Financial Responsibilities of the Organiser.**

In addition, the Organiser shall be responsible for the following costs and expenses:

- (a) the travel costs (economy class) for all EA Officiating Persons and other competition officials for the Event (approximately the number specified in the Event Specific Terms), which, if applicable, the Organiser shall reimburse to EA upon demand; and
- (b) **all costs and expenses associated with the performance of the International Broadcast International Broadcast Signal Service Obligations** (which include, for the avoidance of doubt, the obligation to produce (or procure production of) an International Broadcast Signal and to make such signal available for distribution) including:
  - (1) if the International Broadcast Signal Service Obligations are to be provided by the EBU or Eurovision Services, all amounts payable by EA to the EBU or Eurovision Services (as

applicable) in connection with its performance of the International Broadcast Signal Service Obligations and any VAT or other applicable taxes, which amounts the Organiser shall reimburse to EA or pay directly to the EBU or Eurovision Services (as directed by EA) in such instalments and on such dates as are specified by EA; or

- (2) if the International Broadcast Signal Service Obligations are to be performed by a service provider to be engaged by the Organiser as contemplated under Clause 14.3(b), all fees, costs and expenses related to such engagement and performance.

#### **23.4 Profit Sharing.**

In the event that the Organiser generates any financial surplus in connection with the hosting, organisation, management and/or staging of the Event (i.e. the income of Organiser properly attributable to the Event exceeds its expenditures properly and directly attributable to the Event), then such surplus shall be divided as follows:

- (a) two thirds (2/3) to the Organiser (which the Organiser shall be entitled to retain); and
- (b) one third (1/3) to EA which the Organiser shall pay to EA within ten (10) days of the delivery of the Post Event Report and, in any event, no later than four (4) months following the Event.

#### **23.5 Budget.**

The Organiser shall prepare a detailed budget for the hosting, organisation, staging and management of the Event and the performance of its obligations hereunder and submit it for EA's prior written approval on or before the relevant date specified in the Event Specific Terms. The Organiser's budget shall include aggregate and specific projected expenditures (which are no less than those included in the Bid Documentation, realistic revenue projections as well as a contingency fund. If, in evaluating such budget, EA determines, in its reasonable opinion, that insufficient funds have been allocated in relation to any of the Organiser's responsibilities under this Agreement, then EA may, after consulting in good faith with the Organiser, direct the Organiser to (and the Organiser shall) allocate additional funds thereto. If the Organiser fails to comply with any such direction, then EA shall be entitled to provide the relevant additional funds and, thereafter, to recover them in accordance with Clause 26. Unless otherwise approved in writing by EA, the Organiser shall expend the aggregate and specific amounts included in the approved budget and shall ensure that it has sufficient funds at all relevant times to do so. For the avoidance of doubt, the Organiser's obligations under this Agreement are not conditional upon having sufficient funding and may not be excused or otherwise avoided as a result of a lack of resources (whether or not the result of the act or omission of the Organiser or any third party (e.g. limitation of public subsidies)). Any changes to the expenditures included in the approved budget shall be subject to EA's prior written consent. The Host Parties agree that the Organiser may elect to exceed the approved budget.

#### **23.6 Financial Contributions of EA.**

EA shall be responsible for the following financial contributions and/or costs in connection with the Event:

- (a) EA shall pay the Organiser a contribution to the costs of accommodation for a number of participating athletes to be established by the EA Council (including full board) for the relevant period and in the amount per athlete and per night that are specified in the Event Specific Terms (or, if lower, the maximum rate determined in accordance with Clause 9.4(e)) which contribution shall be credited against amounts owing by participating Member Federations to the Organiser in relation to accommodation in a manner to be determined by EA and notified to the Organiser. A non-binding guide to EA's expectations in relation to the number of participating athletes in relation to which it will pay a contribution is included in the Event Specific Terms;

- (b) the costs associated with analysing (to the exclusion of any costs associated with conducting (e.g. collecting or transporting)) urine and blood samples collected from athletes as selected by the EA Doping Control Delegate;
- (c) the charges permitted under Clause 13.5(b) for the conduct (rather than analysis) of each doping test for the Event that is undertaken following an official request to EA by any participating Member Federation;
- (d) the travel costs incurred by EA Officiating Persons, EA Appointed Persons and other official representatives of EA prior to the Event including in connection with any site visit or coordination meeting and incurred by EA Appointed Persons and the official representatives of EA (but not by the EA Officiating Persons) in order to attend the Event;
- (e) accommodation costs for EA Appointed Persons and other official representatives of EA prior to the Event including in connection with any site visit or coordination meeting and at the Event;
- (f) if EA and the Organiser agree to host the official function of the Event referred to in Clause 8.2(a) on a joint basis, 50% of the pre-agreed costs and expenses;
- (g) the accommodation costs relating to the attendance of the Host Parties at the initial preparation coordination meeting as well as the meeting room facilities for, and food and beverages at, such meeting in accordance with Clause 6.4;
- (h) the design, production, supply, installation and maintenance of those Advertising Materials (and other materials) in relation to which EA is responsible for the costs in accordance with Clause 18.6;
- (i) the cost of designing, producing and supplying of all athletes' number bibs, leg numbers (if applicable) and victory ceremony bibs, all International Broadcast Signal Provider vests and armbands, all flash interview crew vests and all photographers vests in accordance with Clause 18.7;
- (j) the costs of making available the Systems to the Organiser in accordance with Clause 11.1;
- (k) such other contributions and/or costs which are expressly specified as being the responsibility of EA in the Event Specific Terms or the Special Terms; and
- (l) such other contributions and/or costs as may hereafter be agreed in writing by EA.

### **23.7 Taxes, Deductions.**

- (a) All amounts to be paid to EA by any Host Party under or in connection with this Agreement (whether expressed as a fixed amount or calculated in a prescribed manner) shall be net amounts and, as a result, the paying Host Party shall bear all direct and indirect taxes, levies and deductions (including withholding taxes, customs duties and value added taxes), whether present or future, due in any jurisdiction upon payment thereof to EA. In particular, if a withholding tax, a value-added tax or any other indirect tax is due in the Host Country, Switzerland or any other jurisdiction upon payment of any such amount, then the payment shall be increased (grossed up) by such amount as will lead to EA receiving, after the payment of the applicable tax, an amount that equals the amount it would have received had there been no such tax.
- (b) All amounts to be paid by EA to any Host Party under or in connection with this Agreement (whether expressed as a fixed amount or calculated in a prescribed manner) shall be gross amounts and, as a result, the payee Host Party shall bear all direct and indirect taxes, levies and deductions (including withholding taxes, customs duties and value added taxes), whether present or future, due in any jurisdiction upon payment thereof by EA. No such amount shall be increased to compensate for any such tax or deduction. If EA is liable for

the payment of any such tax or deduction, the amount paid to (and received by) the relevant Host Party shall be reduced by the amount corresponding to such tax or deduction or, if the payment to the relevant Host Party has already been made, then the relevant Host Party shall reimburse EA for the full amount of any tax or deduction subsequently payable by EA.

#### 23.8 Records and Accounts.

The Organiser shall maintain full and accurate records and accounts of all income and expenditure attributable to the hosting, organisation, management and staging of the Event and the exercise of its rights and performance of its obligations hereunder in sufficient detail to enable the exercise of adequate financial control. EA shall have the right, at any time, to audit, or to have its representative(s) audit, such records and accounts.

#### 23.9 Insurance.

The Organiser shall, reasonably in advance of the Event, take out and shall maintain until reasonably after the conclusion thereof, at its cost, all insurances that are required under Applicable Laws and/or that a reasonably prudent party in the same or a similar position to the Organiser would otherwise put in place in relation to the potential risks and liabilities arising in connection with hosting, organising, staging and managing the Event and/or the exercise of its rights and the performance of its obligations under this Agreement which shall include each of the insurances referred to in the EA Insurance Guidelines in relation to the Event. Each such insurance shall be taken out with a financially sound insurer of recognised international standing and, where the relevant policy relates to any third party liability or where otherwise under the EA Insurance Guidelines, shall name EA as an additional insured and require the relevant insurer to notify EA in writing at least 30 days prior to its termination. Promptly upon taking out any insurance required under this Clause (and otherwise upon EA's reasonable request), the Organiser shall provide EA with a valid certificate of insurance and/or other evidence acceptable to EA showing that such insurance is in place and will remain in place throughout the relevant period, that, where applicable, EA is named thereon as an additional insured and/or that any related premiums have been paid.

### 24. REPRESENTATIONS

Each of the Host Parties represents and warrants that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) the persons executing this Agreement on its behalf have been duly and properly authorised to do so and that all necessary formalities in this regard have been duly and properly performed;
- (c) its execution of this Agreement, the performance of its obligations and the exercise of its rights hereunder does not and will not place it in breach of any of its other contractual obligations or Applicable laws;
- (d) it has no commitments to any local, national or international government, authority or organisation or any other person that may prevent it from organising the Event in accordance with this Agreement;
- (e) this Agreement constitutes legal, valid and binding obligations enforceable against it; and
- (f) it has conducted its bid to host, organise, stage and manage the Event at all times in full compliance with the EA Ethics Code and, without limitation to the foregoing, neither it nor any person acting on its behalf has (directly or indirectly) offered, promised or given any personal or undue pecuniary or other benefit (or any legitimate expectation of a benefit irrespective of whether such benefit has or is in fact given or received) to any official, employee, consultant or agent of EA or to any other person who is expected to take part in or influence the selection process related to the hosting of the Event, in connection with its bid.

The Host Parties acknowledge that EA is relying on such representations and warranties in entering into this Agreement.

## **25. INTELLECTUAL PROPERTY RIGHTS**

### **25.1 Ownership of EA Materials.**

EA shall at all times (including after the Term), as between the parties, be the sole owner of the EA Materials and any and all Intellectual Property Rights therein and thereto. Any use by the Host Parties of any EA Materials in accordance with the terms of this Agreement shall inure to the benefit of EA. The Host Parties do not and shall not, by virtue of this Agreement or otherwise, obtain or claim any right, title or interest in or to any of the EA Materials except the rights of use included in the Organiser Rights or otherwise granted hereunder. The Host Parties shall ensure that any permitted sub-contractors and licensees of any EA Materials acknowledge and agree that the relevant EA Materials and the Intellectual Property Rights therein and thereto are owned solely by EA.

### **25.2 Host Party Assignment.**

If any Intellectual Property Rights or other right, title or interest in or to any EA Materials are or become at any time (including after the Term) owned by any Host Party (whether because they were created by or on behalf such Host Party or otherwise), then such Host Party hereby irrevocably and unconditionally assigns such right, title and/or interest to EA free of charge with full title guarantee in perpetuity. If, notwithstanding the foregoing, any right, title and/or interest in or to any EA Materials remains vested in a Host Party, then it shall hold it on trust for EA and, at the request of EA, immediately execute an irrevocable and unconditional assignment thereof to EA and sign, execute and affirm any other documents (including applications and other supporting documentation) and perform any other acts as may be required to effect such assignment, all without charge to EA.

### **25.3 Third Party Assignment.**

If any EA Materials are created for a Host Party by a third party (including, in relation to the International Broadcast Signal and any other audio, audio-visual or visual images or other coverage of the Event and any recording or transmission thereof, any International Broadcast Signal Provider engaged by the Organiser, then, prior to any commercial use thereof, such Host Party shall cause such third party to irrevocably and unconditionally assign all Intellectual Property Rights and other right, title and interests therein (and waive any moral rights) in perpetuity to EA by way of a written assignment in form and substance acceptable to EA and to sign, execute and affirm any other documents (including applications and other supporting documentation) and perform any other acts as may be required to effect such assignment, all without charge to EA.

### **25.4 Preservation of EA Materials.**

The Host Parties shall not at any time (whether during or after the Term):

- (a) develop, use, adopt or register any trademark, name, symbol, logo, domain name, designation or other mark in any language that is confusingly similar to, is a simulation or colourable imitation of, or unfairly competes with any of the EA Materials or (unless pre-approved in writing by EA) otherwise refers to EA or the Event or is likely to be inferred by the public as identifying with EA or the Event; or
- (b) take any other step that could be reasonably anticipated to adversely affect EA's right, title or interest in any of the EA Materials or the goodwill and reputation attached thereto.

### **25.5 Infringements.**

In the event that any Host Party becomes aware of any infringement or suspected infringement or misuse of any EA Materials (each, an "Infringement"), it shall promptly give notice thereof to EA and shall furnish EA with all information in its possession relating thereto which may reasonably be required

by EA. EA shall have the exclusive right, in its discretion, to determine whether or not to initiate, defend and/or continue any action or proceeding relating to the EA Materials or any Infringement and to assume conduct thereof. For the avoidance of doubt, no Host Party may initiate or defend any action or proceedings relating to the EA Materials or an Infringement without the prior written consent of EA. In the event that EA decides to initiate or defend any such an action, the Host Parties shall provide to EA all necessary assistance and documents as EA may reasonably require.

#### **25.6 Trademark Registrations.**

EA has the sole right to apply for, pursue and effect trademark and other Intellectual Property Rights registrations in relation to the EA Materials and may elect, in its absolute discretion, which registrations are applied for, pursued and/or effected. Upon request of any Host Party, EA shall provide a summary of its trademark and other Intellectual Property Rights registrations (and applications therefor) relating to the EA Materials. If the Host Parties consider that any additional registrations are necessary or advisable in order to protect their interests (or the interests of any of their permitted sub-contractors or sub-licensees), then they may request consent to apply for such registration and/or that EA applies therefor and EA shall consider any such request in good faith. For the avoidance of doubt, the Host Parties shall not apply for or effect any trademark or other Intellectual Property Rights registrations in relation to any EA Materials, except:

- (a) If EA requests that the Organiser do so, in which case the Host Parties shall file (and thereafter pursue in good faith) the relevant application(s);
- (b) unless otherwise notified by EA, the Organiser shall, within thirty (30) days of this Agreement, file (and thereafter pursue in good faith) an application for trademark registration for the Event Logo in the Host Country in class 41 of the International Classification for Goods and Services and any other class that may be notified to the Organiser by EA; and
- (c) otherwise with EA's prior written consent,

provided, in each case, that any such application and registration shall be effected in accordance with EA's reasonable instructions and, unless otherwise required by EA, be in EA's name and, in the case of any application referred to in (a) or (b), EA shall reimburse the Organiser for its reasonable pre-agreed costs related thereto.

#### **25.7 Data.**

Subject always to Clause 31, the Organiser shall take all reasonable steps in accordance with Applicable Laws to ensure that EA shall have the full use (and benefit of its ownership) of all data and information relating to, or generated in connection with the hosting, organisation, staging and management of, the Event including by seeking required consents from relevant third parties for the transfer and use thereof to and by EA and the Organiser shall actually transfer such data to EA with upon the expiration or early termination hereof or upon earlier request. Such information shall include personal data (including full name, email address, phone number, date of birth, nationality, gender, and city and country of residence) of purchasers of Event tickets and of Event volunteers for use by EA and other organisers of EA events (and related commercial partners) in connection with the promotion of EA and the organisation, advertising and promotion of its activities and events (including ticket sales). The Organiser shall submit all consents which it will seek to obtain from relevant groups in connection with the transfer of such personal data to EA for its prior written approval.

#### **26. QUALITY ASSURANCE**

EA will regularly review the Host Parties' compliance with their obligations under this Agreement. Without limitation to any other right or remedy available to EA whether pursuant to this Agreement or otherwise, if the Organiser defaults on or is in breach of, or EA determines (in its reasonable opinion) that the Organiser is likely to default on or breach, any of its obligations (including its obligation under Clause 2.5(a)) under this Agreement, then:

- (a) If such default or breach occurs or comes to the attention of EA or EA makes such determination more than six (6) months prior to the commencement of Event and the organiser has not remedied such default or breach (if the same is capable of remedy) or demonstrated to EA's reasonable satisfaction that such default or breach will not occur, within thirty (30) days of being required to do so by written notice from EA;
- (b) If such default or breach occurs or comes to the attention of EA or EA makes such determination during the period from six (6) months to ten (10) days prior to Event and the Organiser has not remedied such default or breach (if the same is capable of remedy) or demonstrated to EA's reasonable satisfaction that such default or breach will not occur within three (3) days (or such other period as EA shall determine, based upon the seriousness of the breach and the period which would be required for remedy so as not to prejudice the position of EA) of being required to do so by written notice from EA; or
- (c) If such default or breach occurs or comes to the attention of EA or EA makes such determination during the period from ten (10) days prior to the Event until its conclusion,

then, in each case, EA may (at the sole cost of the Organiser) take appropriate measures to remedy such default or breach or to remedy or avoid the impact of any such potential default or breach in a timely manner (including by taking steps to perform the relevant obligation itself and/or appointing a third party to perform the relevant obligation) and EA may, in its discretion:

- (d) use the Quality Assurance Deposit to off-set the amount of any losses, costs or expenses incurred by EA in so doing and EA shall be entitled to retain the related funds which will not be refunded to the Host Federation; and/or
- (e) if any such losses, costs and/or expenses are not fully off-set by such a withdrawal, the Organiser shall reimburse EA therefor immediately upon demand and, if the Organiser fails to so reimburse EA, EA may (without limitation to its other rights and remedies) deduct (set-off) the relevant amount from any monies due to any Host Party by EA, whether under this Agreement or otherwise. Upon written request, EA shall provide the Organiser (or any other relevant Host Party) with evidence of any such losses, costs or expenses within a reasonable period.

## 27. TERMINATION

### 27.1 Term.

This Agreement commences on the Commencement Date and will expire on the date which is six (6) months following the end of the Event unless previously terminated pursuant to its terms (the period from the Commencement Date until expiry or early termination, the "Term").

### 27.2 Termination.

EA may terminate this Agreement forthwith by written notice to the Organiser:

- (a) if any Host Party commits a material breach of its obligations under this Agreement which is not capable of being remedied;
- (b) if any Host Party commits a material breach of its obligation under this Agreement which is capable of being remedied but is not remedied within:
  - (1) thirty (30) days after being called upon to do so by written notice given by EA; or
  - (2) within three (3) days after being called upon to do so by written notice given by EA during the period from the date three (3) months prior to the date scheduled for the commencement of the Event until the end of the Event;
- (c) if EA has not received either the Quality Assurance Deposit or the Marketing Fee (if any) in full on or before the date specified in Clause 3.2 or 23.1 (as applicable);



- (d) if any Host Party is unable to pay its debts as they fall due or is deemed unable to pay its debts as they fall due, becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation in respect of which a statutory declaration of solvency has been filed) or administration or takes any steps to enter into any composition or any arrangement of any kind with its creditors or any of them, or has a receiver appointed over a portion or all of its property or assets, or an administrator is appointed by any Host Party, or any Host Party, its directors or a qualifying floating charge holder files at court a notice of intention to appoint an administrator, any Host Party ceases to exist or carry on business, or suffers any act similar to any of the above in any jurisdiction;
- (e) if the Host Federation's membership in EA is suspended or terminated or the Organiser otherwise ceases to be a member in good standing of EA at any time during the Term;
- (f) if any Host Party commits a breach of the EA Ethics Code including where, as a result, the continued involvement of such Host Party in the hosting, organisation, staging and/or management of the Event will, in EA's reasonable opinion, adversely affect the standing, reputation or image of, or will bring into public disdain or disrepute, EA, the Event and/or the sport of athletics itself;
- (g) if the Organiser has not entered into the Host Country Broadcaster Agreement in accordance with Clause 14.1 or the Host Country Broadcaster Agreement is terminated, repudiated or otherwise ceases to be in full force and effect or any party thereto announces its intention to terminate or repudiate the Host Country Broadcast Agreement;
- (h) if any Guarantee is terminated, repudiated or otherwise ceases to be in full force and effect or any Guarantor is in material breach of its obligations under any Guarantee or announces its intention to terminate or repudiate any relevant Guarantee;
- (i) if the representation and warranty set out in Clause 24(f) or otherwise made in this Agreement is found to be untrue or misleading in any respect;
- (j) if the Event is not for whatever reason staged in the Event Year;
- (k) if any final decision imposing consequences and/or reinstatement conditions on any signatory to the WADA Code for non-compliance with that signatory's obligations as a WADA Code signatory (whether such consequences and/or reinstatement conditions are proposed by the World Anti-Doping Agency and accepted by the relevant signatory or are imposed by the Court of Arbitration for Sport) include the consequence and/or condition that certain events, including the Event, may not be hosted in the Host Country; or
- (l) in accordance with Clause 27.3 or 28.4.

**27.3 Rescheduling Event & Termination.**

If circumstances arise that make it necessary, EA shall be entitled to vary the Event Period (including the duration of the Event) and/or the Event Date Range (if applicable) and shall thereupon forthwith give notice in writing of such variation to the Organiser. If the Organiser shall be unable or unwilling to accept such variation, EA shall be entitled, without any liability to the Organizer, to terminate this Agreement forthwith by written notice.

**27.4 Reversion of Rights.**

Upon the expiration or earlier termination of this Agreement, all of the rights granted to the Host Parties (including the Organiser Rights) will automatically terminate and revert to EA without further formality and the Organiser will not use or purport to use any such right. EA may thereafter deal with such rights as it deems fit.

## 27.5 Early Termination.

If EA terminates the Agreement in accordance with its terms, then:

- (a) such termination shall, unless otherwise specified by EA in the relevant notice of termination, be effective against each Host Party such that this Agreement is terminated in whole amongst all parties hereto;
- (b) any such termination shall be without prejudice to any right of EA to claim any damages;
- (c) EA shall be entitled to make such arrangements in the relation to the hosting, organisation, staging and management of the Event as it sees fit, including cancelling, postponing and/or relocating the Event and/or appointing another Member Federation and/or other third party to host, organise, stage and manage the Event and to grant such party(ies) the same and/or other rights in relation thereto as are granted to the Host Parties (including the Organiser Rights) and, upon request of EA, the Host Parties shall take all reasonable steps to assist EA in transferring the responsibility for the hosting, organisation, staging and management of the Event to any relevant third party and ensuring that the Event takes place with the minimum disruption as possible;
- (d) the Host Parties shall have no (and each Host Party hereby waives any) claim or right (including any claim for or right to any indemnity, damages or other compensation) against EA or its members or affiliates or any of their officers, employees, directors, officials, representatives, consultants or agents, arising out of, or in connection with, such termination; and
- (e) the Host Parties shall, upon request, immediately deliver up to EA all materials and information relating to the Event in its possession or control.

## 27.6 Existing Rights and Continuance in Force.

The expiration or earlier termination of this Agreement shall be without prejudice to:

- (a) any existing rights, remedies and/or claims that a party may have against another and shall not relieve any party from fulfilling any of its obligations that accrued prior to such expiration or termination; and
- (b) the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after the expiry or termination of this Agreement) including Clauses 29, 30 and 32.12.

## 28. **FORCE MAJEURE**

### 28.1 Force Majeure.

A party (for the purposes of this Clause 28, the "Affected Party") shall not be deemed to be in breach of this Agreement, or otherwise liable to any other party, if it is prevented or delayed in performing any of its obligations hereunder as a consequence of a Force Majeure in relation to the Affected Party. This Clause shall not, in any circumstance, be construed as affecting the Affected Party's (or the other parties') other obligations hereunder or extending the Term. This Clause shall not be construed in any circumstance as extending the Term.

### 28.2 Obligations re Force Majeure.

If any party is prevented from or delayed in performing of any of its obligations hereunder as a result of a Force Majeure in relation to it, then:

- (a) it shall notify the other parties as soon as reasonably practicable in writing of the relevant Force Majeure, its effect on the performance of the relevant obligation and, if applicable, its likely duration;

- (b) it shall take all reasonable steps to perform its obligations in a timely manner in spite of such Force Majeure;
- (c) EA, the Organiser and, if applicable, the affected party shall meet to discuss in good faith measures that can be taken to alleviate the effects of its prevented or delayed performance; and
- (d) it shall notify the other parties in writing of the cessation of the relevant Force Majeure and, to the extent possible, resume full performance of the relevant obligation, in each case, as soon as reasonably practicable thereafter.

**28.3 Limitation on Force Majeure.**

A party shall not be entitled to rely on Clause 28.1 if and to the extent that the effects of the Force Majeure could have been avoided by the Affected Party having taken precautions which, having regard to all matters known to it before the occurrence of the Force Majeure, it ought reasonably have taken, but did not.

**28.4 Termination following Force Majeure.**

If any Force Majeure(s) in relation to any party or any decision or action reasonably taken by EA in reasonable anticipation of, or in order to address, such Force Majeure(s), in the reasonable judgment of EA, will or is/are likely to materially affect the ability of the Organiser or EA to perform its obligations under this Agreement and/or to prepare, host, organise, stage and manage the Event as contemplated hereby including if EA has reasonable grounds to believe that:

- (a) as a result of any such Force Majeure(s), decision or action:
  - (1) the health and/or safety of participants in and/or spectators at the Event or persons engaged in the preparation, hosting, organisation, management or staging thereof would be threatened or jeopardised;
  - (2) any person involved in the preparation, hosting, organisation, management or staging of the Event, or any athlete, official or other representative of a Member Federation who would otherwise be allowed to attend and/or participate in the Event, will be refused permission to enter and/or remain in the Host Country and, as a result, be unable to attend and/or participate in the Event or its preparation, hosting, organisation, management or staging;
- (b) the preparation hosting, organisation, management or staging of the Event as contemplated by this Agreement would materially increase the risk or impact of any pandemic, epidemic or health or medical emergency; and/or
- (c) the Host Country, the Host City or any other region of the Host Country is at any time (whether before or during the Event) in a state of, or subject to a, declared or undeclared war, belligerence, invasion, armed conflict, revolution, civil war, insurrection, military coup, or emergency (including any health or medical emergency), or is subject to a boycott, sanction or embargo decreed by the international community, or if there is a reasonable threat of any of the foregoing,

then EA may cancel, postpone and/or terminate the Event and/or terminate the Agreement by written notice to the Organiser. Prior to cancelling, postponing and/or relocating the Event and/or terminating the Agreement pursuant to this Clause, the Organiser shall meet to discuss in good faith measures that can be taken to alleviate the effects of the Force Majeure(s).

## 29. INDEMNIFICATION

### 29.1 Indemnification.

The Organiser shall, during and after the Term, indemnify, hold harmless and, upon written request of EA, defend EA and its affiliates, Official Partners and other Member Federations and any of their officers, employees, directors, officials, representatives, consultants or agents from and against any and all losses, damages, costs, claims, expenses, penalties, fines and other liabilities (including attorney's fees on an indemnity basis) including those arising from any claim, action or demand by any third party (including any governmental authority), in each case, arising as a result of:

- (a) any breach by a Host Party of its obligations under this Agreement;
- (b) any misrepresentation by a Host Party under or in connection with this Agreement;
- (c) the hosting, organisation, staging or management of the Event by the Host Parties, including any act or omission by a Host Party, its officers, employees, directors, officials, representatives, sub-licensees, consultants or agents in the exercise of its rights or the performance of its obligations under this Agreement; or
- (d) the termination of this Agreement pursuant to Clause 27.2, 27.3 or 28.4.

### 29.2 Defence.

If EA requests any Host Party to defend any claim pursuant to Clause 29.1, then:

- (a) EA shall, and shall use reasonable endeavours to cause any other indemnified person to, provide reasonable assistance to the Host Party in relation to such defence;
- (b) EA and any other indemnified person may continue to participate in the relevant defence if it so elects;
- (c) the Host Party and its attorney's shall keep EA any other indemnified person informed and shall consult with EA and any such person in relation to all material aspects of the defence; and
- (d) EA and any other indemnified person may elect, in its/their discretion, not to adopt the strategy proposed by the Host Party if it/they reasonably believe(s) that such strategy may materially adversely affect EA or such other person's interests and/or re-assume the defence and any such step shall not affect the Host Party's obligations under Clause 29.1 in relation to the relevant claim.

## 30. LIABILITY

### 30.1 Waiver.

The Host Parties shall have no (and each Host Party hereby waives any) claim or right (including any claim for or right to any indemnity, damages or other compensation) against EA or its members or affiliates or any of their officers, employees, directors, officials, representatives, consultants or agents, arising out of:

- (a) any termination of this Agreement by EA in accordance with Clause 27.2, 27.3 or 28.4; or
- (b) any act or omission of EA relating to the Event and the performance, non-performance or breach of this Agreement by EA provided that the waiver in this Clause 30.1(a) shall not apply to any act, omission, performance, non-performance or breach that constitutes wilful misconduct or gross negligence on behalf of EA unless it occurred in accordance with the express instructions or approval of any Host Party.

### 30.2 Limitation on Liability.

Notwithstanding any other provision of this Agreement (including Clause 30.1):

- (a) EA shall not be liable to the Host Parties (or any of them) for any loss of profits, business, contracts, anticipated savings, wasted expenditure, goodwill or revenue (regardless of whether any such loss is direct, indirect or consequential), for any special or punitive damages or for any indirect or consequential loss whatsoever (whether foreseeable or contemplated), in each case, arising out of, or in connection with, the performance, non-performance of any breach of its representations, warranties and obligations under this Agreement; and
- (b) EA's maximum aggregate liability to the Host Parties in contract, tort or otherwise for losses or damages howsoever arising out of or in connection with this Agreement which are not otherwise limited or excluded under this Agreement shall be limited in respect of all incidents or occurrences (including after the Term) to the greater of: (a) the amount of the Quality Assurance Deposit and (b) two hundred and fifty thousand Swiss Francs (CHF 250,000)).

### 30.3 Non-Exclusion.

Nothing in this Agreement shall exclude or limit EA's liability for death or personal injury caused by its negligence or for fraud or any other liability which cannot be excluded under applicable law.

## 31. DATA PROTECTION

### 31.1 Introduction.

This Clause 31 sets out the framework for the sharing of personal data between the parties as data controllers. For the purposes of this Clause 31:

- (a) "Authorized Third Parties" means any third parties engaged by either party to perform services or other obligations in connection with this Agreement in respect of which the other party has given its prior written consent;
- (b) "Permitted Recipients" are the parties to this Agreement, the employees of each party, any Authorized Third Parties, or any other person agreed between the parties in writing in advance;
- (c) "Data Protection Legislation" means any and all data protection and privacy legislation in force from time which applies to the relevant party including but not limited to the Swiss Federal Act on Data Protection (FADP) of 19 June 1992, European Directives 95/46/EC and 2002/58/EC and any legislation and/or regulation which amends, replaces, re-enacts or consolidates any of them (including the GDPR);
- (d) "data controller", "data subject", "joint controller", "personal data" and "process/processing" shall be interpreted in accordance with applicable Data Protection Legislation (or equivalent terms thereunder); and
- (e) "GDPR" means the European Union General Data Protection Regulation (EU) 2016/679.

### 31.2 Disclosure of Data.

Each party acknowledges that either party (the "Data Discloser") will regularly disclose to the other party (the "Data Recipient") personal data to be shared between the parties under this Agreement (the "Shared Personal Data"), and which shall be used by the Data Recipient for the purposes of administering, hosting, organising, staging, managing and promoting the Event in accordance with this Agreement, performing its other obligations responsibilities hereunder and any other purposes specified herein or hereafter agreed in writing and, in the case of EA, administering, hosting, organising, managing and promoting other competitions, events and programmes and the sport of athletics generally (hereinafter the "Agreed Purposes").

### 31.3 Shared Personal Data.

Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (a) contact details of officials, officers, directors, employees, agents, representatives, consultants and members of the governing bodies of EA (including EA Appointed Persons and EA Officiating Persons) and of its Commercial Partners, EBU, suppliers and service providers (including Technical Partners) that are involved in the organisation, staging and management of the Event;
- (b) contact details of the officers, directors, employees, agents, representatives, consultants and of the Organiser, the Host Federation and the Host Authorities and their respective suppliers and service-providers that are involved in the hosting, organisation, staging and management of the Event; and
- (c) all personal data relating to, or generated in connection with the hosting, organisation, staging and management of the Event including any personal data relating sporting results, participants, spectators, volunteers, ticket purchasers and other customers and personal data to be transferred to EA by the Organiser pursuant to Clause 25.7; and
- (d) personal data entered into the accreditation and access control system for the Event to be operated by the Organiser.

#### **31.4 Data Controller.**

Each party shall comply with all the obligations imposed on a data controller under Data Protection Legislation, and any material breach of the Data Protection Legislation by a Host Party shall constitute a material breach of its obligations under this Agreement which is not capable of remedy for the purposes of Clause 27.2(a).

#### **31.5 Data Protection Obligations.**

Each party shall:

- (a) implement and maintain appropriate technical and organisational security measures to protect the Shared Personal Data from: (i) accidental or unlawful destruction; (ii) accidental loss, alteration, unauthorised disclosure or access; and (iii) any other breach of security, (each of (i), (ii) and (iii), a "Security Incident"). Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;
- (b) to the extent that it is a Data Discloser, ensure that it has all necessary consents and notices in place to enable lawful transfer of the relevant Shared Personal Data to the Data Recipient for the Agreed Purposes;
- (c) subject to the Data Protection Legislation, give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, to the extent permitted under the Data Protection Legislation, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (d) process the Shared Personal Data in accordance with the Data Protection Legislation, fairly, in a transparent manner and only for the Agreed Purposes, fairly, in a transparent manner and only for the Agreed Purposes;
- (e) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (f) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;

- (g) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- (h) ensure that the Shared Personal Data is accurate and where relevant kept up to date;
- (i) process the Shared Personal Data in a manner that ensures appropriate security of such data, including by ensuring that personal data will not be kept in a form that permits identification of data subjects for longer than necessary;
- (j) to the extent that it is the Data Recipient, not retain or process any Shared Personal Data for longer than is necessary to carry out the Agreed Purposes; and
- (k) not transfer any personal data outside of the European Economic Area unless the transferor:
  - (1) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
  - (2) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

### 31.6 Assistance in Compliance.

Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any request by a data subject to exercise any right afforded to data subjects under the Data Protection Legislation (a "data subject request");
- (c) provide the other party with reasonable assistance in complying with any data subject request;
- (d) not disclose or release any Shared Personal Data in response to a data subject request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any data subject request and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, record keeping, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay, and in any event within 24 hours, on becoming aware of any breach by it or the other party of the Data Protection Legislation (including any Security Incident);
- (g) promptly take all such measures and actions as are necessary to remedy or mitigate the effects of a Security Incident and keep the other party up-to-date about all developments in connection with the Security Incident;
- (h) promptly provide the other party with all such reasonable and timely assistance as the other party may reasonably require in order to comply with the Data Protection Legislation;
- (i) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (j) maintain complete and accurate records and information to demonstrate its compliance with this Clause 31, including permitting the other party at its own cost to carry out reasonable audits on reasonable prior notice to confirm the accuracy of such records; and
- (k) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.

## **32. MISCELLANEOUS**

### **32.1 Governing Law.**

This Agreement shall be governed by and interpreted exclusively in accordance with the laws of Switzerland without regard to choice of law principles.

### **32.2 Dispute Resolution.**

Any dispute arising from or related to this Agreement that cannot be resolved amicably (including disputes as to its validity, binding effect, amendment and effective termination) will, unless specifically agreed otherwise by the Parties, be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration. The language of the arbitration will be English. Nothing in this Clause 32.2 shall limit either party's right to enforce the decision of the Court of Arbitration for Sport through any court of competent jurisdiction.

### **32.3 Waiver of Immunity.**

The Host Parties hereby expressly and irrevocably waive the application of any Applicable Law or other legal provision under which they may claim immunity against any lawsuit, arbitration or other legal action or proceeding, including any sovereign or similar immunities, in connection with any arbitration or other legal action or proceeding relating to this Agreement howsoever initiated. Such waiver shall apply not only to the relevant jurisdiction but also to the recognition and enforcement of any judgment, decision or arbitral award.

### **32.4 Relationship of Parties.**

This Agreement does not (and no action taken by a party pursuant hereto shall) constitute any party as the agent or fiduciary of EA or EA as the agent or fiduciary of any other party or create a partnership, joint venture or similar relationship between EA and the other parties (or any of them) and no other party has the power to obligate or bind (or attempt to obligate or bind) EA under contract or otherwise in any manner whatsoever. EA and the other parties are in all respects independent contractors.

### **32.5 Rights of Third Parties.**

Nothing in this Agreement is intended to create any type of right in favour of any person other than the parties themselves and no person who is not a party shall have any right to enforce any term of this Agreement.

### **32.6 Entire Agreement.**

This Agreement (including all documents referred to herein and/or incorporated herein by reference) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes any previous agreement or arrangement between the parties, whether oral or written, relating to the subject matter hereof. The parties acknowledge and agree that they have 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 (including third parties) that is not incorporated herein. All conditions, warranties, terms and undertakings that are not expressly included herein (including those implied under Applicable Law) are excluded.



**32.7 Amendments.**

Subject to Clause 2.5 and 2.6, this Agreement may only be amended, modified or varied by a written agreement signed by the duly authorised representatives of each of the parties hereto. Nothing in this Agreement shall prevent the parties hereto from amending, modifying, varying or rescinding the whole or any part of this Agreement in accordance with the foregoing without any reference to any third party.

**32.8 Further Documents.**

The parties shall execute all such further documents as are necessary to give full effect to this Agreement.

**32.9 Counterparts.**

This Agreement may be executed in any number of counterparts with the same effect as if the signatures on each counterpart were upon the same original document.

**32.10 Waiver.**

Any waiver by a party in respect of a breach of any provision of this Agreement 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 thereof 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.

**32.11 Severability of Provisions.**

If any provision contained in this Agreement is finally determined to be illegal, invalid or unenforceable, then 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 so far as the primary purpose of this Agreement is not frustrated. In such circumstances, this Agreement shall be construed as if the relevant provision had not been included herein and the parties shall use their best endeavours to agree in good faith within a reasonable time upon such variations to the Agreement as may be reasonably 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.

**32.12 Confidentiality.**

- (a) The parties shall at all times (including 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 of another party of which it becomes aware or which enters its possession during the Term. No party shall (including after the Term):
- (1) use any such Confidential Information of another party for any purpose other than the implementation of this Agreement and the performance of its obligations and the exercise of its rights hereunder; or
  - (2) disclose any such Confidential Information of another party to any third party.
- (b) The confidentiality obligation set out in Clause 32.12(a) shall not apply in respect of the disclosure by a party (the "disclosing party") of Confidential Information of another party (the "other party"):
- (1) to employees, members of the board of directors, executive committees and other governance bodies and the professional advisers of the disclosing party who have a

*bona fide* need to know provided that such persons are bound to keep such Confidential Information confidential in accordance with the principles set out in this Clause 32.12 and/or equivalent professional duties of confidentiality;

- (2) which at the time of disclosure to the disclosing party by the other party was already known by the disclosing party (other than where such knowledge results from a third party's violation of an obligation of confidentiality to the other party);
- (3) which is made available to the disclosing party by a third party (other than where such third party is acting in violation of an obligation of confidentiality to the other party);
- (4) which is publicly known other than by reason of a breach of the terms of this Agreement; or
- (5) is properly required to be disclosed in accordance with Applicable Law or the disclosure of which is necessary in any legal action or proceeding initiated by a party hereto in order to protect or enforce the provisions of this Agreement provided that, prior to any 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.

#### **32.13 Notices.**

Any notice given under, or in connection with, this Agreement shall be in writing in the English language and shall be sent by hand, recorded or special delivery post and/or courier, to the relevant party at the address specified in the recitals hereto or, in any case, such other as may be notified in writing from time to time by the relevant party. Any notice given by EA in accordance with the foregoing to the Host Federation or, after the appointment of any LOC in accordance with Clause 2.3, to the LOC, shall be deemed to have been properly delivered to the other Host Parties.

#### **32.14 Transfer & Assignment.**

- (a) No Host Party shall have any right to transfer, assign, sub-contract, sub-license, charge, encumber or otherwise dispose of any of its rights, obligations or other interests hereunder without the prior written consent of EA other than pursuant to, and in accordance with, the LOC Agreement (if any).
- (b) EA may assign, transfer, sub-license, charge, encumber and otherwise transfer its rights and interests hereunder without the consent of any other party hereto. In addition, EA may sub-contract (or otherwise appoint third parties to assist in the performance of any of) its obligations hereunder without the consent of any other party hereto provided that, for the avoidance of doubt, in the case of any such sub-contract or appointment, EA shall remain fully liable for the performance of the relevant obligations.

#### **32.15 Announcements.**

The Host Parties shall not make any press release or other public announcement relating to the appointment of the Host Federation and the Host Authorities under this Agreement without the prior written consent of EA.

#### **32.16 Language.**

This Agreement is drawn up and executed in the English language and the English language version is the only version that is binding between the parties. Any translation into another language made by or on behalf of any party shall have no legal effect whatsoever. All notices and other written communication given under or in connection with this Agreement (including by email) shall be in English.

**32.17 Incorporation or Merger of EA.**

In the event that EA becomes an incorporated body or becomes merged into or is a party to the formation of a new federation or governing body for regulating or administering European athletics all parties shall procure that this Agreement will be binding on such new body or body and that such federation or body shall enter into an agreement by novation.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorised representatives.

**EUROPEAN ATHLETICS ASSOCIATION**

Signature: \_\_\_\_\_

Name: Dobromir Karamarinov

Title: President

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christian Milz

Title: CEO

Date: \_\_\_\_\_

**SLOVAK ATHLETIC FEDERATION**

Signature: \_\_\_\_\_

Name: Peter Korčok

Title: President

Date: \_\_\_\_\_ 2

**CITY OF BANSKÁ BYSTRICA**

Signature: \_\_\_\_\_

Name: Jan Nosko

Title: Mayor of the City of Banská Bystrica

Date: \_\_\_\_\_

**SCHEDULE 1- EVENT SPECIFIC TERMS**

Clause	Relevant Event Specific Term
1.1 Defined Terms	<p>“Accommodation Period” means the Event Period plus 2 days.</p> <p>“EA Appointed Persons” for the Event will include (without limitation):</p> <ul style="list-style-type: none"> <li>▪ 1 Council Delegate</li> <li>▪ 1 Event Presentation Consultant</li> </ul> <p>“EA Officiating Persons” for the Event will include (without limitation):</p> <ul style="list-style-type: none"> <li>▪ 2 Technical Delegates;</li> <li>▪ 1 Doping Control Delegate;</li> <li>▪ 1 Medical Delegate;</li> <li>▪ 6 International Technical Officials (ITOs), World Athletics and/or Area Level;</li> <li>▪ 5 International Race Walking Judges (IRWJ);</li> <li>▪ 1 Jury of Appeal Chair;</li> <li>▪ 1 International Starter;</li> <li>▪ 1 International Photo Finish Judge</li> </ul> <p>“Event” means the European Athletics U18 Championships 2024.</p> <p>“Event Date Range” Not Applicable.</p> <p>“Event Name” is European Athletics U18 Championships 2024.</p> <p>“Event Period” means 18 to 21 July 2024.</p> <p>“Event Year” means 2024.</p> <p>“Exclusive Venue Period” means the period from 7 days prior to the Event until 2 days after the Event.</p> <p>“Released Categories” include all categories of products and/or services other than:</p> <ul style="list-style-type: none"> <li>▪ those in relation to which EA has, as at the date of this Agreement, appointed an Official Partner with rights in relation to the Event being: <ul style="list-style-type: none"> <li>▪ any business related to retail food stores including any business who retails food (whether online, in retail units or otherwise), and including the exclusive bib rights;</li> <li>▪ sports flooring and surfaces (including athletics tracks);</li> <li>▪ athletics equipment and implements; and</li> <li>▪ broadcasting and media,</li> </ul> </li> </ul> <p>or which are otherwise precluded by the terms and conditions of such an appointment;</p>

	<ul style="list-style-type: none"> <li>▪ alcohol (over 20% APV), tobacco or any substance on the WADA Prohibited List from time to time (or products containing any such substance); and</li> <li>▪ any product or service that is, in EA's opinion, contrary to public morals; likely to offend the rights of individuals or any political, religious, racial or minority group; may compromise or reflect unfavourably upon the good name, goodwill, standing, reputation or image of EA or the Event; may bring EA, or the Event into public disdain or disrepute,</li> </ul> <p>provided that:</p> <ul style="list-style-type: none"> <li>▪ EA may, at any time by written notice to the Organiser, withdraw any category(ies) of product and/or service including because it believes that it has a reasonable prospect of appointing an Official Partner in relation thereto and, following any such notice, the relevant category(ies) shall no longer be Released Category(ies) and the Organiser shall not be entitled to any compensation or other recourse in relation to such withdrawal; and</li> <li>▪ nothing in these Event Specific Terms precludes the requirements for EA's approval under Clauses 15.9 or 15.11.</li> </ul>
<b>2.3 Appointment of LOC</b>	The Host Federation and the Host Authorities may, at any time prior to the date which is 3 (three) months after the Commencement Date, appoint an LOC to assist them in the hosting, organisation, staging and management of the Event.
<b>4.5 Official Site Plans</b>	The Organiser shall provide plans of all of the Official Sites for EA's prior written approval no later than 15 (fifteen) months before the Event Period.
<b>6.1 Personnel</b>	The Organiser's personnel shall include a General Coordinator who shall be engaged by 1 (one) month after the Commencement Date.
<b>7.1 Ticketing Plan</b>	The Organiser to submit its proposed Ticketing Plan for EA's prior written approval at least 15 (fifteen) months before the Event Period.
<b>7.4(a) Ticketing and Commercial Hospitality Programme Reporting</b>	<p>The Organiser shall provide EA with reports and updates in relation to the actual sales of tickets and sales under the Commercial Hospitality Programme:</p> <ul style="list-style-type: none"> <li>• From the launch of ticket sales and/or Commercial Hospitality Programme sales to the date that is 3 (three) months before the Event, on at least a monthly basis;</li> <li>• From the date that is 3 (three) months before the Event until the date that is 2 (two) weeks before the Event, on at least a weekly basis;</li> <li>• From the date that is 2 (two) weeks before the Event until its conclusion, on a daily basis.</li> </ul> <p>In addition, during the Event, the Organiser shall submit to EA a provisional report on attendance at each session of the Event by not later than by 10:00 o'clock of the following day.</p>

<b>7.5 VIP Tickets</b>	The aggregate number of "VIP" tickets per Event session to be provided to EA is not expected to exceed approximately 100.
<b>7.6 EA Friend Zone</b>	The aggregate number of non-"VIP" tickets per Event session to be provided to EA at fifty percent (50%) of the published rate (including VAT or any other taxes) is 30.
<b>7.7 Seats for Teams &amp; Coaches</b>	The Organiser shall reserve and make available 1,000 seats for use by participating teams for the Event Period in the location(s) agreed with EA. Additionally, the Organiser shall reserve and make available per session and per field event the necessary seats for use by the participating athletes' coaches in each event up to a maximum of 1 coach per athlete.
<b>7.8(a) Purchase Tickets for Official Partners</b>	The Organiser shall reserve and make available for sale to Official Partners in accordance with Clause 7.8(a) at least 20 "VIP" tickets per session of the Event until the date that is 3 (three) months before the Event.
<b>7.9 Additional Purchase Tickets</b>	The Organiser shall reserve and make available for sale to EA and the need of its partners at least the following number of tickets per session in the following categories and positions: 25 best category tickets.
<b>8.1 VIP Hospitality</b>	The VIP hospitality facilities referred to in Clause 8.1 shall be capable of accommodating at least 100 VIPs to be invited by EA per Event session. For the avoidance of doubt, this number is independent of, and in addition to, the Organiser's guests who are to be accommodated in such hospitality facilities. The Organiser to submit its proposed plan for such hospitality facilities for EA's prior written approval on or before 12 (twelve) months before the Event Period.
<b>8.6 Commercial Hospitality Plan</b>	The Organiser to submit its proposed Commercial Hospitality Plan (if any) for EA's prior written approval on or before 4 (four) months before the Event Period.
<b>8.8 Catering</b>	The Organiser to submit its proposed Catering Plan for EA's prior written approval on or before 9 (nine) months before the Event Period.
<b>9.1 Accommodation Plan</b>	Within 6 months after being awarded the event, the Organiser shall reconfirm hotel bookings and send such confirmation to EA in writing. The Organiser to submit its proposed Accommodation Plan for EA's prior written approval on or before 15 (fifteen) months before the Event Period.
<b>9.2 Provision of Accommodation</b>	The approximate anticipated number of athletes, In-Ratio Officials and Out-of-Ratio Officials for the Event is 1,500. This number is based on historical figures and is subject to change (increase or decrease).
<b>9.5(a) Organiser Accommodation Costs</b>	The approximate number of EA Officiating Persons for which the Organiser is responsible for the accommodation costs is 18. This number is based on historical figures and is subject to change (increase or decrease).

<b>9.5(c) Organiser Accommodation Costs</b>	The approximate number of Technical Partner personnel for which the Organiser is responsible for the accommodation costs is 30. This number is based on historical figures and is subject to change (increase or decrease).
<b>9.5(e) Organiser Accommodation Costs</b>	Not applicable.
<b>10.2(d) Transportation System Requirements</b>	The Transportation System shall operate during the following period: from at least 5 days before until 2 days after the Event Period.
<b>10.2(f) Transportation System Requirements</b>	The Transportation System shall include a pool of at least 5 cars and vans with English-speaking, knowledgeable and presentable drivers to be available to appropriately accredited persons notified by EA to the Organiser.
<b>10.2(g) Transportation System Requirements</b>	The Transportation System shall include 2 cars with English-speaking, knowledgeable and presentable drivers that are available for the exclusive and dedicated use of particular accredited persons notified by EA to the Organiser.
<b>10.3 Transportation Plan</b>	The Organiser to submit its proposed Transportation Plan for EA's prior written approval on or before 12 (twelve) months before the Event Period.
<b>11.1 System for Timing, Scoring, Accreditation, Video Recording, etc.</b>	EA will not make available a video recording system for use in connection with the Event. The Organiser shall, at its sole cost and expense, provide and implement a video recording system to record, on behalf of EA, the Event and each competition comprised therein in accordance with the requirements, guidelines, directions and instructions issued by EA from time to time. All aspects of this system and its implementation, including the identity of any third-party service provider appointed by the Organiser to provide and/or implement such system shall be subject to EA's prior written approval.
<b>12.2 Accreditation Plan</b>	The Organiser to submit its proposed Accreditation Plan for EA's prior written approval on or before 12 (twelve) months before the Event Period.
<b>13.6 Planning</b>	<p>The Organiser shall submit its written plans in relation to its responsibilities under Clauses 13.1, 13.2 (security), 13.3 (health &amp; safety) and 13.4 (medical services) to EA for its prior written approval on or before 8 (eight) months before the Event Period.</p> <p>The Organiser shall submit its written plans in relation to its responsibilities under Clauses 13.5 (Anti-Doping controls) and 13.6 (Anti-Doping Education Programme) to EA for its prior written approval on or before 8 (eight) months before the Event Period.</p>
<b>14.3 International Broadcast Signal Service Obligations</b>	The Event is not a Eurovision Services Event.

<b>14.7 International Broadcast Signal Services Plan</b>	The Organiser to submit a detailed plan for the satisfaction of its obligations in relation to the International Broadcast Signal Service Obligations under Clause 14.5 and, if applicable, Clause 14.3 for EA's prior written approval on or before 20 (twenty) months before the Event Period.
<b>15.1 National Sponsors</b>	<p>The number of National Sponsors which the Organiser shall have the right to appoint subject to and in accordance with the terms of Clause 15.1 and the rest of this Agreement is unlimited (subject to restrictions set out elsewhere in these Event Specific Terms).</p> <p>Each National Sponsor may be granted the right to up to 3 advertising Boards at the Venue (subject to restrictions set out elsewhere in these Event Specific Terms).</p>
<b>15.2 Official Suppliers</b>	<p>The number of Official Suppliers which the Organiser shall have the right to appoint subject to and in accordance with the terms of Clause 15.2 and the rest of this Agreement is unlimited (subject to restrictions set out elsewhere in these Event Specific Terms).</p> <p>Each Official Supplier may be granted the right to up to 2 Advertising Boards at the Venue (subject to restrictions set out elsewhere in these Event Specific Terms).</p>
<b>15.3 Media Partners</b>	<p>The number of Media Partners which the Organiser shall have the right to appoint subject to and in accordance with the terms of Clause 15.3 and the rest of this Agreement is unlimited (subject to restrictions set out elsewhere in these Event Specific Terms).</p> <p>Each Media Partner may be granted the right to up to 1 advertising Board at the Venue (subject to restrictions set out elsewhere in these Event Specific Terms).</p>
<b>15.4 Host Institutions</b>	<p>The number of Host Institutions which the Organiser shall have the right to appoint subject to and in accordance with the terms of Clause 15.4 and the rest of this Agreement is unlimited (subject to restrictions set out elsewhere in these Event Specific Terms).</p> <p>Each Host Institution may be granted the right to up to 1 Advertising Board at the Venue (subject to restrictions set out elsewhere in these Event Specific Terms).</p>
<b>15.5 Additional Organiser Partners</b>	The Organiser shall have no right to appoint any additional Organiser Partners under Clause 15.5.
<b>15.8 Organiser's Marketing Plan</b>	The Organiser to submit its proposed Marketing Plan for EA's prior written approval on or before 6 (six) months before the Event Period.
<b>18.3 Advertising Boards Inventory</b>	The Organiser represents and warrants and shall ensure that there will be at least 300 metres adjacent to the track at the Venue that is in the normal view of the main television cameras and is suitable for placing and/or affixing Advertising Boards during the Event.



<b>18.5 Production of Advertising Materials</b>	<p>The Organiser is responsible for the design, production, supply, installation and maintenance of the Advertising Materials provided that:</p> <ul style="list-style-type: none"> <li>• The design of all Advertising Materials must comply with the relevant provisions of the EA Event Style Guide and EA's instructions, including in relation to branding and identification of Official Partners and other Commercial Affiliates;</li> <li>• The appointment of any third party signage company that is responsible for any of these tasks shall be subject to EA's prior written approval; and</li> <li>• All Advertising Materials shall be subject to EA's prior written approval and the Organiser shall submit all Advertising Materials to EA in such format(s), and in accordance with such time limits and deadlines, as may be specified to the Organiser by EA.</li> </ul>
<b>18.6 Cost of Production of Advertising Materials</b>	<p>The Organiser is responsible for the costs of the design, production, supply, installation and maintenance of all Advertising Materials except that EA shall be responsible for the costs of the production of any Official Partner's Advertising Boards and any other Advertising Materials bearing Official Partners' branding (on a <i>pro rata</i> basis if applicable).</p>
<b>19.2 Promotional Plan</b>	<p>The Host Parties shall submit a detailed written plan outlining their proposed activities related to the promotion of the Event to EA for its prior written approval on or before 12 (twelve) months before the Event Period.</p>
<b>20.2 Organiser Event Presentation Responsible</b>	<p>The Organiser shall appoint a suitably qualified and experienced person to have primary responsibility for event presentation in relation to the Event on or before 15 (fifteen) months before the Event Period.</p>
<b>20.3 Event Presentation Plan</b>	<p>The Organiser to submit its proposed Event Presentation Plan for EA's prior written approval on or before 12 (twelve) months before the Event Period.</p>
<b>20.7 Ceremonies</b>	<p>The details of the Organiser's proposed ceremonies, including the proposed timetable for the victory ceremonies, shall be submitted to EA for approval on or before 6 (six) months before the Event Period.</p>
<b>20.8 Medals</b>	<p>The design and other attributes of the medals shall be submitted to EA for approval no later than 6 (six) months before the Event Period.</p> <p>Following the Event, the Organiser shall deliver to EA the following number of sets of Event medals (un-engraved): 5.</p>
<b>20.9 Official Clothing</b>	<p>EA and the Organiser shall agree on the design of the official clothing and the numbers and categories of persons that should wear official clothing not later than 12 (twelve) months before the Event Period.</p>
<b>22.1 Event Website</b>	<p>The Organiser shall establish the Event Website on or before 12 (twelve) months before the Event Period.</p>

<b>23.3 Additional Financial Responsibilities of the Organiser</b>	The approximate number of EA Officiating Persons and other competition officials for the Event for which the Organiser is responsible for the travel costs (economy class) is 18.
<b>23.5 Budget</b>	The Organiser shall submit its detailed budget for EA's prior written approval on or before 18 (eighteen) months before the Event Period.
<b>23.6(a) Financial Contributions of EA</b>	<p>EA expects to pay a contribution to the cost of accommodation for approximately 200 athletes for the Event. This number is subject to change (increase or decrease).</p> <p>No contribution is made in regard to the athletes representing the Host Country.</p> <p>Period: Event Period plus 2 days.</p> <p>Maximum per athlete/per night amount: EUR 75,00.</p>
<b>23.6(l) Financial Contributions of EA</b>	<p><b>1. Organising Grant.</b></p> <p>Subject to the full and timely performance by the Organiser of its obligations under this Agreement, EA shall pay to the Organiser an organising grant in the amount of € 75'000 (seventy five thousand Euros) to be used exclusively in the organisation, staging and management of the Event in accordance with the detailed budget submitted by the Organiser and approved by EA pursuant to Clause 23.5. Such grant shall be paid in principle after the delivery of the final version of the Event Budget and Post Event Report to EA and provided that, without limitation to any other right or remedy available to EA whether pursuant to this Agreement or otherwise:</p> <ul style="list-style-type: none"> <li>• if on the date set for payment of any amount of such grant, the Organiser is in breach of any of its obligations hereunder, then EA may withhold payment or such instalment until such breach has been remedied; and</li> </ul> <p>EA may off-set the amount of any losses, costs or expenses that it incurs in accordance with Clause 26 in taking appropriate measures to remedy any default or breach, or to remedy or avoid the impact of any potential default or breach, by the Organiser of its obligations under this Agreement against any outstanding instalments of such grant and such instalment(s) shall not be paid to the extent of any such set-off.</p>
<b>23.9 Insurance</b>	The Organiser to submit copy of the liability insurance no later than 18 (eighteen) months before the Event Period.
<b>Other</b>	
	<p><b>1. Impact Report</b></p> <p>The Organiser shall use reasonable endeavours to cause (at the Organiser's cost and expense) a reputable and experienced third party researcher to produce a detailed English-language written report on the economic, social and ecological benefits and other impact of the Event on the Host City and the</p>

	surrounding region for submission to EA and the Organiser within four (4) months after the completion of the Event.
	<p><b>2. Awareness Studies</b></p> <p>EA recommends that the Organiser conducts and/or commissions regular awareness studies in relation to the Event in order to assist in monitoring the effectiveness of its promotional plan and activities. The Organiser shall use reasonable endeavours to conduct and/or commission such studies commencing 6 (six) months before the Event and shall share the results of any such study with EA.</p>
	<p><b>3. Advertising Board Inventory etc.</b></p> <p>The Organiser acknowledges and agrees that:</p> <ul style="list-style-type: none"> <li>• EA has appointed certain Official Partners as at the date of this Agreement and may, hereafter, appoint additional Official Partners;</li> <li>• Each such Official Partner has been, or will be, granted Advertising Boards and rights to other exposure and promotional opportunities at the Venues and Official Sites;</li> <li>• EA itself shall have the right to use Advertising Boards and other exposure and promotional opportunities at the Venues and Official Sites for its own branding and messaging;</li> <li>• The rights that have been (or will be) granted to Official Partners and may be exercised by EA will limit the Advertising Boards and other inventory that is/are available to be granted to relevant National Partners and may, as a result, limit the number of National Partners that the Organiser may appoint;</li> <li>• EA may use its approval rights under Clauses 15.9 and/or 15.11 to protect the inventory available that has been (or will be) granted or is available to grant to Official Partners; and</li> <li>• EA hereby reserves 10 Advertising Boards for use by Official Partners and 10 Advertising Boards at the Venue for its own use, although these numbers may be increased by notice to the Organiser and EA may, in its discretion, elect to release certain of these Advertising Boards to the Organiser to grant to relevant National Partners.</li> </ul>

**SCHEDULE 2 - SPECIAL TERMS**

<b>Guarantees:</b>	Host City Guarantee <input checked="" type="checkbox"/> Host Country Guarantee <input type="checkbox"/> Sports Authority Guarantee <input checked="" type="checkbox"/> Clean Venue Guarantee <input checked="" type="checkbox"/> Host Country Broadcaster Guarantee <input checked="" type="checkbox"/>																	
<b>Host City:</b>	Banská Bystrica, Slovakia.																	
<b>Venue:</b>	National athletic SNP stadium in Banská Bystrica.																	
<b>Amount of Quality Assurance Deposit:</b>	The amount of the Quality Assurance Deposit is: Not applicable.																	
<b>Number of Additional Organiser Partners</b>	The number of additional Organiser Partners which the Organiser may appoint in accordance with Clause 15.5 is: None.																	
<b>Categories for Additional Organiser Partners:</b>	Not applicable.																	
<b>Marketing Fee</b>	The amount of the Marketing Fee is: Not applicable.																	
<b>Accommodation Rates for Teams:</b>	As referred to in Clause 9.4(e)(3) of this Agreement, the rates quoted and charged to participating Member Federations' teams (athletes and officials) (and specified in the Accommodation Plan) shall not exceed the per person rates (in Euros) specified in the following table: <table border="1" data-bbox="435 1473 1464 1688" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="2">In EUR (Full board accommodation)</th> <th colspan="2">Accommodation Period</th> <th colspan="2">Outside Accommodation Period</th> </tr> <tr> <th>Twin &amp; 10% of Single Rooms</th> <th>Additional Single</th> <th>Twin</th> <th>Single</th> </tr> </thead> <tbody> <tr> <td>Athletes &amp; In-Ratio Officials</td> <td>75,00</td> <td>90,00</td> <td rowspan="2">90,00</td> <td rowspan="2">110,00</td> </tr> <tr> <td>Out-of-Ratio Officials</td> <td>90,00</td> <td>100,00</td> </tr> </tbody> </table>	In EUR (Full board accommodation)	Accommodation Period		Outside Accommodation Period		Twin & 10% of Single Rooms	Additional Single	Twin	Single	Athletes & In-Ratio Officials	75,00	90,00	90,00	110,00	Out-of-Ratio Officials	90,00	100,00
In EUR (Full board accommodation)	Accommodation Period		Outside Accommodation Period															
	Twin & 10% of Single Rooms	Additional Single	Twin	Single														
Athletes & In-Ratio Officials	75,00	90,00	90,00	110,00														
Out-of-Ratio Officials	90,00	100,00																
<b>Other:</b>	N/A																	

**SCHEDULE 3 - FORM OF LOC AGREEMENT**

To be provided.