



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

SUPERCUP OF SPAIN

INTERNATIONAL TENDER OFFER

1.- Identification of the RFEF and advisors.

The RFEF is the entity that markets the audiovisual rights of the Supercup of Spain in accordance with the provisions of Royal Decree Law 5/2015 of 30 April 2015. For this purpose, it is advised by experts. It will correspond exclusively to the RFEF the decisions on the analysis and assessment of the bids, the awarding, signing of the contracts, the receipt of the amounts offered by the successful bidders directly from the latter. The company that provides commercial advice to the RFEF is SPORTRADAR.

Those interested in submitting bids (hereinafter, the "Applicants", the "Bidders" or "Interested Parties") should contact the RFEF at the following address:

Real Federación Española de Fútbol

D. Rafa Zapatero

Director Departamento de TV

Plaza Luis Aragonés s/n

Las Rozas, Madrid

Email: audiovisuales@rfe.es

2.- Rights that are commercialized.

2.1.- The RFEF offers the option of submitting bids for lot 1 described below:

Lot 1: MATCHES

- The exclusive live broadcast of the three (3) matches of the Super Cup for the Authorized Territories on any exploitation channel.

-The non-exclusive deferred broadcasting of the Matches within the season to which such match corresponds.

Clause 4 details the content of the rights being commercialized.



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2.2.- The rights acquired and obligations contracted by the Successful Bidder under this document are personal and may not be sold, sublicensed, subcontracted, assigned, transferred or otherwise disposed of to third parties without the express, prior and written consent of the RFEF, granted prior to any possible sublicensing contract or eventual act of assignment that is intended to be signed. In the event that authorisation is requested, the company to which it is wished to sublicense, the territory, the term, the channel and the audiences of the same shall be indicated in detail and the request must be made in writing at least 15 calendar days before the broadcast date of the matches to the following address: tv@rfe.es

The RFEF will reply to the request for sublicensing or transfer within 5 calendar days of receiving the complete documentation required from the licensee.

The RFEF may refuse the sub-licence in the following cases:

-If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings underway in relation to the non-payment of the aforementioned amounts.

- Reputational risk for the RFEF in the case of channels broadcasting socially inappropriate content.

- The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.

- The potential sub-licensee falls within the causes for exclusion referred to in section 7.2.

If the response is negative, it will explain the decision. In the absence of a reply, the application will be deemed to have been accepted.

In the event of a sublicense or assignment, provided that it has been previously authorized in accordance with the preceding paragraph, the licensee shall be jointly and severally liable with its sub-licensee or assignee for the acts and omissions of any sub-licensee or assignee and shall ensure that the sub-licensee expressly assumes in writing all obligations and duties under this process and the license agreement and shall at all times comply with all terms, conditions and obligations of the license agreement and the agreement

2.3.- The acquisition of audiovisual content gives the right to broadcast in free-to-air or pay-per-view service, under any form of distribution, television, cable, satellite, adsl, wifi, internet, web including OTT, 3G, 4G, 5G, mobile devices and future forms of distribution, and in linear or non-linear format and on demand.



2.4.- The lot shall be offered by country or region according to Annex 1. The competition is described in clause 3.

2.5.- Seasons.

Lot 1 is marketed for a period of three and, when applicable, four or five seasons starting from the 2022/23 season. The season starts on 1 July of each year and ends on 30 June of the following year.

2.6.- Broadcast warranties.

The successful bidder shall ensure that the Rights are exclusively accessible from the Territory, and undertakes to implement all relevant security measures, such as signal encryption or geo-blocking system, DRM systems, to prevent access to them from outside the Territory and/or illegally. With regard to content accessible via the Internet or any other equivalent broadcasting medium, the successful bidder who exploits the aforementioned audiovisual content must undertake to implement all those measures that prevent the copying, storage, conservation or sending of any of the audiovisual content acquired, as well as to use a system that prohibits access or viewing outside the country where it is authorised to broadcast the content.

2.7.- Brief informative summaries

Successful bidders shall take into consideration the provisions of Article 19.3 of the Act 7/2010 of 31 March 2010 on general communications in the terms regulated by the CNMC.

3.- Format and dates of the matches.

3.1.- Competition Format.

Without prejudice to possible changes in the competition system decided by the competent bodies of the RFEF, currently the Supercopa de España is structured by the format known as "Final Four", which will be played in three days of competition, of which two will be the semifinals and one the final. The matches will be played in a single-leg knockout system.

1. The club which has scored the most goals at the end of regulation playing time shall be declared the winner.
2. If at the end of regulation time the match ends in a draw, an extra time of 30 minutes divided into two parts of 15 minutes each will be played. The winner of the tie shall be the team which, at the end of extra time, has scored the most goals.



3.If, at the end of extra time, there is still a draw, five penalties will be shot by each team, in front of a common goal, alternating between the two teams, with the winner being declared the team that scores the most goals in the five kicks. If there is still a tie, each team will continue to take a penalty kick until, both having scored the same number of goals, one of them has scored one more goal.

3.2.- Participating teams.

The finalists of the Campeonato de España/Copa de S.M. el Rey, and the first and second classified of the Campeonato Nacional de Primera División, in the previous season and with the same criteria for the rest of the commercialized seasons.

If any of the finalists of the Campeonato de España/ Copa de S.M. el Rey had also qualified in first or second place in the Campeonato Nacional de Primera División, the two clubs of the Campeonato de España/Copa de S.M. el Rey will be maintained and the places corresponding to the Primera División will be awarded to the next qualified club or clubs, until completing the four teams participating in the competition in question.

The matches may be held outside the territory of Spain. The matches will take place in the city/cities determined by the competent bodies of the RFEF.

3.3.- Dates and timetables.

The RFEF will set the dates of the matches and will inform the operator as soon as possible. The assigned date may be subject to modifications caused by, among others, the calendar of international commitments.

The semi-final matches are scheduled to take place on Wednesday and Thursday and the final on Saturday or Sunday. It will be the RFEF that sets the dates and times of the matches and their modifications.

All dates and times refer to Madrid time included in Central European Time, CET.

4.- Rights assigned to the Supercopa.

4.1.- Matches to be broadcast in lot 1.

The RFEF guarantees the production of the three (3) Matches referred to in the previous section for live broadcasting through any Audiovisual Exploitation Channel within the countries included in the Lot in Annex 1.

The broadcasting of matches shall be from two (2) minutes prior to the scheduled kick-off time until one (1) minute after the end of the match, including visible areas of the venue.



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The rights described in the preceding paragraphs shall be granted on an exclusive basis for the territories awarded to each bidder. However, rights shall be granted on a non-exclusive basis in those territories subject to signal overlap or where expressly stated in clause 4.3.1 and Annex 1.

The successful bidder may also broadcast the Matches on a tape-delayed basis within each season to which such Match corresponds.

4.2.- Excluded rights.

The rights granted to an end operator as part of a Lot represent the totality of the rights granted to him. Any rights that are not expressly included as part of a Lot are outside the scope of a Lot, such as data, statistics, scouting, virtual reality, interactive training products, excluding from this tender the exploitation by gaming platforms and/or online bookmakers for the purpose of streaming for betting and gambling related purposes and the possibility to broadcast the Matches on trains, flights and on board ships of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it refers to the display of the Matches free of charge, without charging admission, so that the display is ancillary to the customer's use of the premises for consumption or accommodation), and therefore broadcasting in cinemas and theatres or similar broadcasts in premises or places with a viewing public is not permitted.

4.3.- Some of the rights offered are not exclusive, which is made known to interested Applicants, specifically the following:

4.3.1.- Rights of the clubs and the RFEF.

The RFEF informs Bidders interested in acquiring the Audiovisual Rights of the existence of limitations or reserved/non-transferable rights held by the clubs and/or the RFEF:

(i) The participating clubs or S.A.D. participants in whose facility the matches are held may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly through their own distribution channel dedicated thematically to the sporting activity of the participating club or entity that has a DTT television licence and to broadcast solely and exclusively on that television channel.

(ii) The RFEF, and the clubs and/or S.A.D. playing the matches may publish clips and/or highlights of images on their official profiles (web and Social Networks). Such use will be restricted to a maximum of four (4) minutes in total between both products, and immediately after the end of the match.



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4.3.2.- Other rights of the RFEF.

(i) The RFEF may display the Highlights via its Official Platform from the end of the Match. Official Platform means any official digital distribution channel operated by the RFEF including youtube, Instagram, twitter or similar.

(ii) The RFEF may exploit the virtual advertising of the Stadium.

5.- Production of the matches.

In order to facilitate integrity and uniformity in the criteria that will govern the technical production of the matches belonging to the Supercopa, as well as to preserve and promote the international image of both the competition and the RFEF, the production of the matches will be carried out by the RFEF and under its responsibility. However, the RFEF may receive technical assistance from third parties in order to guarantee an adequate level of production. Such third parties shall in no case be responsible for the production, which shall at all times be the responsibility of the RFEF. All matches are produced in at least HD format (1080p50 pixels) and commentary and graphics will be provided in English.

The final operator that intends to receive the Signal of the Supercopa Matches must pay the technical costs related to the supply of the Signal incurred by the service provider company that will be appointed by the RFEF. These costs are independent of the offer made and cannot be compensated, in any way, with the final price paid for the award of the particular Territory. The amount to be paid to the RFEF or the company designated corresponds to the cost of providing access to the signal. This cost, in accordance with the prices provided for similar competitions, amounts to one thousand five (€1,500) EUROS per match.

The RFEF guarantees compliance with the minimum requirements regarding the position of the cameras and sound production standards. Additionally, the RFEF undertakes to implement all necessary technical measures to ensure the transmission of a signal that meets the highest international quality standards available on the market.

In any case, the costs of access to the signal of each match must be paid within fifteen (15) days from the celebration of each match corresponding to the Supercopa.

6.- Intellectual property, trademarks and digital assets.

The RFEF is co-owner, together with the clubs, of all the Intellectual Property Rights of the Competition.

The RFEF is also the owner of the Trademarks and distinctive signs of the Supercopa Competition, as well as all other trademarks of the RFEF and/or the Tender, without



prejudice to the non-exclusive use that the clubs may make of the content generated by the Matches. Nothing contained in this Tender is interpreted in the express or implicit sense of granting intellectual property rights to any Bidder over the intellectual property belonging to the clubs and/or the RFEF.

The RFEF may make use of the right to archive all the matches of the competition. Audiovisual materials related to the Competition and matches filmed, recorded and/or produced, including the international signal, highlights, clips and any other audiovisual material related to the Competition, and authorized matches related to the Competition shall be considered archive material. The right to archive means the right to broadcast the archive material. The clubs will also have the right to archive the matches they play. In this regard, once the term of the corresponding commercialization contract has expired, the successful bidders will be obliged to return to the RFEF any material generated as a result of the exploitation of the awarded lot, or to destroy it if so requested by the RFEF, as well as any information held by virtue of the marketing contract, which may give rise to an improper use of audiovisual rights beyond the duration of the corresponding contract.

Likewise, once the aforementioned term of the commercialization contract has expired, the RFEF and the participating clubs/ADS (the latter in respect of the matches they have played), in their capacity as producers of the Matches and Summaries, will hold all intellectual property rights over all audiovisual content and recordings (files) that have been generated, and may be exploited in any medium or support, without limitation in a worldwide territorial scope for the period of maximum validity of such rights.

During the term of the contract signed with the successful bidders, only the RFEF and the participating clubs will be able to use any digital asset, including tokens or NFTs.

7.- General documentation to be presented with the bids for the lot.

7.1.- Within the deadlines indicated by the RFEF, any legal entity that has the capacity to act, fills in the form indicated in the corresponding Annex 2 and provides the following documentation may submit a bid in lot 1:

7.1.1- General description of the Applicant and experience in the exploitation of audiovisual rights in sporting events. In the case of intermediary agencies, they must accredit experience and capacity in the international distribution of such events and in the offer they must identify the channel to which they wish to sublicense the rights, always considering the provisions of this document for the sublicensing or assignment of rights.



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7.1.2- Prove an annual turnover of more than one and a half million (1,500,000.00 Euros). However, if an Applicant, for whatever reason, cannot prove such turnover, it may be considered eligible if it undertakes to pay in the first season the totality (100%) of its bid for the first season on the date of the Signing of the Licensing Contract. Turnover shall be evidenced by the submission of the company's audited annual accounts for the financial year 2020.

7.1.3.- Be able to guarantee the full payment of all economic obligations that may arise from the awarding of the exploitation rights. To this end, the RFEF may establish that the successful bidder provides a bank guarantee or alternative guarantee for each season of the award in order to guarantee the payment of its bid obligations. The guarantee must be issued by a bank subject to the control of the Single European Banking Supervision Mechanism implemented by the European Central Bank. Furthermore, the guarantee must be secured on first demand and without the benefit of excussio, order or division. The decision on this requirement must be made within a maximum period of 5 days after the award and the bank guarantee or guarantee must be provided within 30 days after the signing of the contract, the entry into force of which will be conditional upon the presentation of the guarantee. The guarantee may be required for each or all of the seasons covered by the contract. The guarantee shall be valid until two months after the last payment deadline of each season. In the event that an alternative guarantee to the bank guarantee is offered, the express written approval of the RFEF will be required.

7.1.4.- If there is pending litigation or unpaid amounts between the RFEF and the Applicant, or a company belonging to the same Group of Companies as the Applicant in relation to any agreement related to the non-payment of audiovisual rights, together with the bid, a guarantee payable on first demand at the expense of the Applicant, equivalent to the sum of the following amounts (a) the amount outstanding; and (b) the bid made in these proceedings.

7.1.5.- In the event that the Applicant is a tax resident in Spain, or acts through a permanent establishment located in Spain, or for any other reason is registered in the census of taxpayers in Spain, he/she must present a certificate of being up to date with his/her tax obligations with the AEAT (Spanish Tax Agency). The certificate to be presented will be the one issued by the Spanish State Tax Administration Agency (Agencia Estatal de la Administración Tributaria de España).



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7.1.6.- When the Applicant is a company registered with the Spanish Social Security, it must present a certificate of being up to date with its Social Security obligations, issued by the General Treasury of the Social Security.

7.1.7.- Present a certificate from the Secretary of the competent body, with the approval of the Chairman or, where appropriate, the legal representative of the entity, accrediting that the company has not declared or requested the opening of insolvency proceedings. Applicants who are subject to liquidation, bankruptcy and/or insolvency proceedings, insolvency proceedings and even if they are subject to a legal moratorium with their creditors will not be admitted to submit bids.

7.1.8.- The following documentation must be provided:

- a) Current certificate of registration in the commercial register.
- b) A copy of the latest audited annual accounts of the applicant and its parent company.
- c) Power of attorney or powers of the legal representative of the company.
- d) Act of title deed.

7.2 Grounds for exclusion:

Bidders who are in any of the following situations will be automatically excluded from the tender:

That the company, or group of companies (parent company or subsidiaries) and its directors or administrators have not been criminally sanctioned and have not acknowledged their criminal liability or that of their Directors, in any country in the world, in the last three (3) years for any of the following offences:

- (a) misrepresentation;
- (b) offences against property and socio-economic order;
- (c) bribery;
- (d) embezzlement;
- (e) trading in influence;
- (f) insider dealing;
- (g) offences related to the corruption of Spanish or foreign authorities or officials or corruption between private individuals, in any national or international territorial area;
- (h) offences against social security;
- (i) offences against workers' rights;



(j) offences against the Public Treasury of the State or of the European Union.

Expressly state that the directors or administrators have not been convicted of any other offences of the same nature, where such offences could damage the reputation of the Supercopa of Spain and/or jeopardize the audiovisual broadcasting of the said event in the territories awarded.

This will be certified by means of a certificate from the Secretary of the competent body, with the approval of the President or, where appropriate, the legal representative of the entity, certifying that the company is not in this cause for exclusion.

(*) This liability refers to cases where there is a final criminal judgement, and shall also extend to cases where the LICENSEE is suspended in a similar tender procedure by a court order for injunctive relief and until a judgement on the merits of the case is rendered in such court proceedings.

7.3.- The RFEF will accept joint bids provided that the joint bidders meet the criteria in Clause 7 and a Joint Bid will be excluded if any of the members fall within the scope of any of the exclusion criteria listed in Clause 7.2.

Likewise, the RFEF informs all interested parties that a Joint Bid cannot be interpreted, under any circumstances, as a practice of subcontracting between bidders. Joint Bidders are also informed that they will be jointly liable to the RFEF for the obligations they have assumed in their respective Joint Bid.

7.4.- Specific documentation related to professional and/or technical solvency for lot 1.

A Technical Report drawn up by the Applicant and signed by the legal representative of the company must be provided, stating at least the following points in relation to the emissions of the matches in the territory:

- Characteristics of the audiovisual communication services for the broadcasting of all the matches, indicating the territorial coverage available.
- Description of the means to exploit the Rights offered, and their availability to the public;
- Details of the batch scheduling plans;
- Description of the signal quality;
- Description of coverage and level of exposure in accordance with the rights;
- Description of the means available to secure the Applicant's commitment to promote the Supercopa (either through a commitment to enhanced programming or other promotions, both during and outside the broadcast of the Supercopa);



- Description of the Supercopa programming plan including the level of coverage and exposure;
- The company's experience in the exploitation of audiovisual content, with an express indication of the content related to football;
- Technical methods of distribution and commercial segment (free, paid, fee- for- service etc.).

If the bid is submitted by an intermediary, it must prepare a report indicating the general description of its activities, expressly indicating its offer of sports content and submit an action plan that includes the expected coverage for the exploitation of the audiovisual content in the event that it is awarded the contract.

8.- Evaluation and awarding.

8.1.-Bids lot 1.

This tender is not an offer from the RFEF, although the submission of bids will have binding effects for the bidder, the tender is only an invitation to receive bids from bidders. No contractual obligation will arise from this tender, unless the successful bidder and the RFEF sign and execute the corresponding Licence Contract, the general conditions of which are set out in Annex 3.

Applicants shall submit an offer for a minimum of three seasons as a general criterion. The Applicant may submit a bid for more than three seasons, provided that it necessarily requires, depending on the amount offered or the technical means made available, a longer period of amortization of the investment in order to be able to cover the bid on the basis of usual and consistent economic and financial criteria. In the latter case, the company must sufficiently and completely justify, by means of a detailed report, the need to extend the period of validity of the contract to four or five years depending on its offer and investment plan, as well as the reasonable amortization of the same. This report must be included, necessarily, with the economic offer and must explain in detail the business plan, the amortization criteria and the justification of the need to have four or five years to be able to cover the investment made in the event of being the successful bidder and depending on the offer made.

In these cases, the business plan and the criteria for the amortization of the investment, as well as the periodization of the same, will be evaluated by the RFEF's independent body, such as the RFEF's Audit Committee, which will issue a report prior to the awarding of the contract on the coherence of the plan and the effective need for a longer contract period.

Such an offer may only be taken into consideration if the report is favorable.



The same company may submit two separate bids, one for the 3-year term and one for a longer term with a maximum of 5 years.

By submitting an Offer, the Applicant agrees to be bound by the terms and conditions of the Contract in Annex 3 and the Offer is an irrevocable and unconditional offer which may not be modified (unless requested by the RFEF) or withdrawn for a period of sixty (60) days after receipt of such Offer. Bids shall be submitted by the deadline specified by the RFEF.

8.2.- The amounts to be received by the RFEF shall be offered and paid in Euros, and shall be made free of:

-all and any taxes (excluding VAT);

-deductions and/or withholdings, of any kind, that may be applicable with respect to such payments and without deduction or liability applicable thereto.

Bank charges and financial costs arising from the financial transaction.

The LICENSEE shall be solely responsible for the payment of the aforementioned taxes, deductions and/or liabilities generated by the non- payment of the same. In the event that said taxes must be paid by the RFEF, the LICENSEE shall calculate the corresponding gross amount to ensure that the RFEF receives the full consideration expressed as a Global Amount.

The payment of the consideration shall be made by bank transfer to the account indicated by the RFEF and shall be considered effective from the moment that the RFEF receives the amount to be paid into its bank account. The amount stipulated in the letter of offer is equivalent to the net amount payable.

8.3.- Valuation of the lot

The award criterion will be exclusively that of the best economic offer.

It will always be awarded to the best financial offer of the Applicant who has submitted an offer for three seasons unless there is an offer for four or five seasons that is significantly higher than the offer for three seasons.

It will be considered that the offer is significantly higher when the average annual value is higher than 20% of the average 3-season offer when the offer is for four seasons and 25% of the average 3-season offer when the offer is for five seasons.

If there are no offers for 3 seasons and there are only offers for four or/and five seasons, the same criterion will be applied: the offer for five seasons must be 5% higher than the offer for four seasons.



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Offers for four or five seasons must have obtained, in any case, a prior favorable report from the RFEF's autonomous and independent Audit Committee.

The evaluation body will submit to the RFEF's audiovisual rights management control body a provisional award proposal, which must be approved by the said management body.

8.4.- The evaluation body shall be made up of the persons indicated below and shall analyze the bids and draw up a report that shall be submitted to the RFEF's audiovisual rights management control body, incorporating a provisional award proposal that must be ratified by the RFEF's audiovisual rights management control body.

- The President of the RFEF or the person he/she designates on his/her behalf.
- The Chief Financial Officer.
- The Director of the Legal Department.
- The Director of Competitions.
- The Marketing Director.
- The TV Director.

A lawyer from the Legal Department will act as Secretary of the body.

The bidder chosen by the RFEF will be a provisional successful bidder for the exploitation of the Audiovisual Rights. The final award is conditioned

(i) to the signing of a license agreement between the successful bidder and the RFEF (the "License Agreement"); (ii) to the agreement between the successful bidder and the RFEF of the appropriate guarantees for the correct execution of the economic obligations assumed; and (iii) to the completion of all the documentation requested in the process.

9.- Contract.

The successful bidders of Lot 1 must sign the corresponding Licence Contract, the general conditions of which are set out in Annex 3 and will be legally binding when signed by the successful bidder and the RFEF.

10.- Suspension of the Bidding and/or awards.

The RFEF may, before or after the awarding of the Bid, withdraw from the procedure for justified causes, non-remediable infringement of the bidding procedure, or for



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reasons of force majeure, socio-economic and/or economic changes that hinder the fulfilment of the Contract or the Bidding.

In the event of a duly justified case of force majeure, the RFEF may suspend or cancel the Tender, without the right to any compensation whatsoever for the bidder.

In addition, the RFEF reserves the right to suspend or cancel the Tender if there are indications of collusion between bidders, in which case, the RFEF will inform the corresponding competition authority without undue delay of such indications, without the right to any compensation for the bidder.

The awards granted to those who lack the necessary requirements set out in Clause 7 or who lack the capacity to act due to a supervening cause shall be null and void, without any right to compensation for the bidder.

11.- Confidentiality.

The contents of the Bids and documents submitted with them shall be confidential. Bidders must refrain from sharing with third parties by advertisement or any means of communication any information in connection with this tender.

The Bidder understands and accepts the right of the RFEF to make official publications on this Tender, its procedure, selections and Bidders, as stipulated in this Bid.

The RFEF undertakes to keep the Bidder's information and accompanying documentation confidential and will not disclose it to third parties, except to the Authorities in the exercise of their legal obligations, the Control Body and the RFEF's Advisors.

12.- Interpretation

The Spanish version of the present Tender shall be considered the only binding version of the same. In the event of contradiction between the Spanish version and the English version of this Tender, the Spanish version shall prevail.

Las Rozas February 7, 2022



SUPERCOPA CONTRACT

DATE XXXXXXXXXXXXX

THE PARTIES XXXXXXXXXXXXXXXXXXXXXXXX MANIFEST

The RFEF is the governing body of football in Spain.

I.- [***] is a world-renowned broadcaster of, inter alia, television programs and sporting events.

II.- In accordance with Royal Decree-Law 5/2015, which indicates that participation in an official professional football competition will necessarily entail the assignment of the Media Rights held by the participants to the organizing entity (RFEF) for the commercialization of said Media Rights, the RFEF is currently entitled to carry out the commercialization of the Media Rights defined in article 2 in respect of the matches of the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seasons of the Spanish football competition "Supercopa de España" (hereinafter the "Competition").

The format of the Competition for the 2022/23 season consists of 3 matches. As soon as the RFEF has the dates and fixtures for the Competition, the RFEF will immediately inform the LICENSEE.

The format, schedules and timetables (dates, match times, etc.) are subject to change as required by the circumstances of each case. The RFEF shall notify the LICENSEE as soon as possible of any relevant changes in each specific case.

III.- LICENSEE wishes to be granted the exclusive license to the Media Rights to the matches of the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seasons of the Competition (hereinafter the "Matches") for the Licensed Territory (as defined below).

IV.- The RFEF wishes to grant the LICENSEE the exclusive (or non- exclusive, depending on the lot awarded) licence for the Media Rights of the Matches for the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX seasons of the Competition for the Licensed Territory.

V.- Accordingly, the Parties wish to enter into this agreement (the "Agreement") in order to detail all the terms, conditions, rights and obligations relating to the licensing of the Media Rights to LICENSEE in the Territory.



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The Parties agree and stipulate as follows:

For the proper interpretation of the terms and conditions contained in this Agreement, the following terms shall have the meanings set forth in the table below.

1.-Audiovisual products

Means the audiovisual products of the Competition for the XXXXXXXXXXXXXXXXXXXXXXXXXXXX Seasons and which as a result of this Agreement have been distributed to LICENSEE in the Licensed Territory.

It shall be understood that the Audiovisual Products contain, among others, Images of a Match; other audiovisual content derived from a Match and any graphics related to a Match. Likewise, it shall be understood that the Audiovisual Products include the logos of the RFEF and its official sponsors.

2.- Media Rights, Exploitation Rights, Audiovisual Rights or Rights

Means the rights of broadcasting, communication to the public and making available to the public of the Audiovisual Products, as well as specific rights.

3.-Licensed Territory

Means the territory(ies) in which the LICENSEE has the right to exploit the Rights granted.

4.-Clubs

Means the Spanish football clubs participating in the Competition for the XXXXXXXXXXXXXXXXXXXXXXXX seasons.

5.-Competition(s)

It means the Supercopa de España.

6.-Audiovisual Media Channels

Means the exploitation of the Media Rights through any of the following channels in the Territory(ies): the Internet, including but not limited to Smart TV, phones, tablets and any other device that enables the transmission of Media Rights over the Internet. "DTT" or Digital Terrestrial Television, i.e. the transmission of the signal via terrestrial frequencies. Satellite, i.e. the transmission of the signal through satellite standards and Cable.

Audiovisual media channels can be free and/or paid, where:

Paid, is the broadcast of any pay mode of content, including, but not limited to: Pay-Per-View Channels and Pay-TV Channels, and



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Free means the dissemination of any content through open channels that are subject only to the territorial restrictions contained in the Specific Rights and Obligations contained in this Agreement.

7.-Highlights

It means the sequences of the most significant plays and the key moments of the match, with a maximum duration of four (4) minutes per match.

In accordance with the terms of the Agreement, the scope of "Highlights" will be expanded to include:

- Repetitions
- Slow motion filming

Any type of stills, including 360° frames

- Any other material that is permitted under the terms of this Agreement.

8.-Match(es)

Means any match(es) belonging to the competition.

9.-Images of the match

Means all the images of the matches of the Competition.

It will include all events occurring on the playing field, including areas within the sports facilities where a match is being played. The images of the match cover the two (2) minutes prior to the start of the match until one (1) minute after the end of the match. It will also include the celebrations of the final match.

10.-Official channel

Means the Official Channels of a Club or the RFEF.

11.-Platform

Means any media system necessary for the transmission of the Rights.

12.- Royal Decree-Law 5/2015

Means Royal Decree-Law 5/2015, of 30 April, on urgent measures in relation to the commercialization of the exploitation rights of audiovisual content of professional football competitions.



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13.- Related contents

These are interviews with fans, which can also take place in different locations (outside the stadium, inside the stadium), as well as images of the stands that are recorded before, during and after the match.

14.- Real Federación Española de Fútbol or RFEF

Refers to the Real Federación Española de Fútbol (Spanish Football Federation), an entity registered in the Spanish Sports Register under number 19, constituted in accordance with Spanish legislation and whose registered office is at Plaza Luis Aragonés s/n 28230, Las Rozas, Madrid.

15.-Signal

Means the audiovisual signal (consisting of video, audio/sound, image, etc.) collected by all cameras before, during and after the Matches.

16.- Sublicensee

Means any natural or legal person to whom the successful bidder sub-licenses its Rights, in whole or in part, through a Sub-licensing Agreement on the terms provided for in this Agreement.

17.-Sublicense Agreement

means the agreement entered into between LICENSEE and Sublicensee as provided in this Agreement.

18.-Tender

Means the conditions of commercialization of Media Rights for the Competition for the XXXXXXXXXXXX seasons.

19.-World-wide transmission

This refers to the live high definition (HD) signal of matches produced in accordance with international standards. The RFEF guarantees compliance with the minimum requirements regarding the position of cameras and sound production standards.

Article 1 - Recitals

The recitals constitute an integral and essential part of this contract.



Article 2 - Media Rights

2.1 In execution of this Agreement, the RFEF grants to the LICENSEE, who accepts, the exclusive license (or non-exclusive license depending on the lot awarded) of the Media Rights for the XXXXXXXXXX seasons of the Competition for the following Licensed Territories: [***] in the following languages: [***].

Media Rights means the right to market the RFEF Competition through the following broadcast media or a combination thereof:

- (a) Terrestrial transmission
- (b) Satellite transmission
- (c) Cable transmission
- (d) Pay-per-view service
- (e) Video on demand service
- (f) IPTV
- (g) Mobile networks
- (h) Near video on demand service
- (i) The Internet, including OTT platforms (hereinafter "Internet")

LICENSEE's right to broadcast the RFEF Matches on the aforementioned broadcast media is subject to LICENSEE ensuring at all times that delivery and access is only available to viewers and/or Subscribers within the Territory ("Geo-Block").

Internet broadcasting rights for television betting and/or websites, scouting, and video games or the like are explicitly excluded from this Agreement.

It is further expressly agreed that any and all news access rights are excluded from the Media Rights granted in this Agreement to Licensee as well as clips, unless otherwise agreed.

2.2 The rights for the next XXXXXXXXXX seasons are:

- a) The broadcasting of three (3) Matches corresponding to the Competition. The broadcasting of the Matches includes two (2) minutes before the start time of each Match and will end one (1) minute after the conclusion of the Matches. The broadcast includes the broadcast of the visible areas of the venue in which a Match is being played. In any event, LICENSEE shall be obliged to broadcast all matches live in each of the Licensed Venues.
- b) The deferred broadcasting of the Matches of a specific season until the end of the season in which each Match has been played.
- c) The possibility for the LICENSEE to produce summaries of each Match for its own programs or channels.



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2.3 The RFEF undertakes to provide the LICENSEE with access to the World Feed standard through a specialized company providing this service.

LICENSEE agrees to pay in a timely manner to such company the technical costs in the amount of EUR 1,500 per match for the uplink and space segment. It is expressly agreed that any other technical services required by LICENSEE (such as, but not limited to, commentary positions, stand-ups, etc.) shall be separately agreed upon by the Parties under a standard rate card. LICENSEE shall bear its own download costs. The RFEF, its service provider or any third party appointed by the RFEF for this purpose, shall invoice the LICENSEE for the corresponding technical costs after the matches. The invoice shall be paid by the LICENSEE to the service provider 15 days after receipt.

2.4 LICENSEE shall ensure that the transmission of the Matches is intended for reception within the Licensed Territory and that the availability of such images and sound of the Matches outside the Licensed Territory is not deliberately marketed and/or made available on any media outside the Licensed Territory, accordingly. LICENSEE shall implement all possible technical measures (encrypted signal, black out, etc.) to limit access to the Signal in the Licensed Territory and shall put in place all possible technical measures and digital rights management (DRM) systems to prohibit the copying, storage, preservation and transfer of any images of the Matches. In particular, LICENSEE's right to transmit each Match via the internet and mobile is subject to LICENSEE ensuring that delivery and access is only available to subscribers within the Licensed Territory (i.e. geo-blocked). RFEF and LICENSEE acknowledge and agree that when a Match is broadcast by satellite for reception in the Licensed Territory, such broadcast may be incidentally received outside the Licensed Territory due to the inherent ability of satellites to broadcast signals that are not confined to territorial boundaries (hereinafter, the "Unintentional Excess"). In this regard, the Parties expressly agree that such unintentional excess shall not constitute a breach of this Agreement provided that such signals are at all times fully and effectively encoded in accordance with this Section 2.4 and LICENSEE does not transmit, or authorize the transmission or retransmission of, the broadcast of the Matches outside the Licensed Territory.

In addition, LICENSEE shall ensure that all transmissions over the Internet or other communication networks and/or systems are designed to prevent reception outside its Licensed Territory by appropriate technical means (e.g. geo-blocking).

2.5 The Parties acknowledge and agree that LICENSEE shall be entitled to sub-license the Match Media Rights to third parties within the Licensed Territory, but only with the prior express written consent of the RFEF.

In the event that authorization is requested, the channel, its audience and the company to which it intends to sublicense must be indicated in detail and the request must be made in writing at least 15 calendar days before the broadcast date of the matches.



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The RFEF will reply to the request for sublicensing or transfer within 5 calendar days of receiving the complete documentation required from the licensee.

The RFEF may refuse the sub-licence in the following cases:

- If the potential sub-licensee has contracted a debt with the RFEF and/or there are legal proceedings underway in relation to the non-payment of the aforementioned amounts.
- Reputational risk for the RFEF in the case of channels broadcasting socially inappropriate content.
- The potential sub-licensee proposes a format of exploitation of the rights contrary to what is established in these terms and conditions.
- The potential sub-licensee is in the cases of clause 7.2.

If the response is negative, the RFEF will give reasons for its decision. In the absence of a reply, the application will be considered to have been authorized.

It is also agreed that the LICENSEE shall be entitled to assign its rights and obligations under this Agreement, in whole or in part, but only with the prior written consent of the RFEF, to an Affiliate Company, which shall include any of its local subsidiaries that qualify as an Affiliate as set out in the following section and that operate the LICENSEE's service in the Licensed Territory. For the purposes of this clause, an "Affiliated Company" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control of the LICENSEE, and the term "control" means the ownership of more than fifty percent (50%) of the voting capital in a company or the right to appoint in such company the majority of the members of the management body, which shall be evidenced by a certificate signed by the legal representative of the company to be submitted to the RFEF with the application for the transfer to the Affiliated Company.

In the event of a sub-license or assignment, subject to prior authorization by the RFEF in accordance with the above paragraphs, the licensee shall be jointly and severally liable with its sub- licensee or assignee for the acts and omissions of any sub- licensee or assignee and shall ensure that the sub- licensee expressly assumes in writing all obligations and duties under the tender process and the license agreement and complies at all times with all terms, conditions and obligations of the license agreement and the contract.

The liability of LICENSEE and its Sublicensees shall be unlimited and shall apply to all damages that may arise from any kind of intent or negligence, including slight negligence, including compensation for direct and indirect damages such as loss of profit, loss of opportunity, fines and/or penalties.

Furthermore, LICENSEE shall declare and guarantee that all Sublicensees with whom it has entered into a Sublicense Agreement meet the eligibility criteria set out in the rules of the Tender and shall be accountable to the RFEF for the veracity of this fact.



Article 3 - Consideration for the license and terms of payment

3.1 As consideration for the exclusive (or non-exclusive depending on the lot awarded) license of the Media Rights for the XXXXXXXXXXXXXXXXXXXX seasons of the Competition granted under this contract, the LICENSEE undertakes to pay the RFEF the amount of [***].

This figure is the total amount owed by LICENSEE for the licensing of the Media Rights (thus excluding technical costs as well as other costs and expenses) for the XXXXXXXXXXXXXXXXXXXX seasons (hereinafter the "Lump Sum").

3.2 Upon receipt of the relevant invoices, the Lump Sum shall be paid by the Licensee to the RFEF in accordance with the following payment schedule:

Season 2022/23 (first season of the contract) [amount of [***]: Twenty percent (20%) of the consideration offered shall be paid on the date of signing the License Agreement.

Seventy percent (70%) of the consideration offered shall be paid by January 5, 2023.

Season 2023/24 [amount of [***]:

Fifty percent (50%) of the consideration offered shall be paid by December 1, 2023.

Fifty percent (50%) of the consideration offered shall be paid by January 5, 2024.

Season 2024/25 [amount of [***]:

Fifty percent (50%) of the consideration offered shall be paid by December 1, 2024.

Fifty percent (50%) of the consideration offered shall be paid by January 5, 2025.

Season 2025/26 and 2026/27, if applicable, will maintain the same payment schedule as season 2024/25 adapted to the years of the contract.

3.3 Payments shall be deemed to have been made when the RFEF receives the amount payable in its bank account or a certain proof of payment from the LICENSEE. LICENSEE agrees that the Lump Sum corresponds to the net amount payable. Any delay in the payment of the fees in accordance with the deadlines set out in the schedule mentioned in clause 3.2 shall generate interest in the amount of 3% on the amount due in favor of the RFEF. Furthermore, the suspension of payments by the LICENSEE shall allow the RFEF to terminate this Agreement, without prejudice to the provisions of applicable law and the application of any remedies and/or rights that the RFEF may have under this Agreement and/or applicable law.

3.4 If any amount payable by the LICENSEE under this License Agreement is not paid when due, in addition to its other rights, the RFEF, upon seven (7) working days' written notice, may take any of the following actions:

a) Demand from LICENSEE the immediate payment of all amounts provided for in the License Agreement.



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b) Suspend or cease the supply of the Rights granted under this Agreement to LICENSEE.

c) Recover from LICENSEE the reasonable legal costs (including accrued interest of 3% as provided in clause 3.3 above, attorneys' fees and internal costs) incurred to recover the overdue amount.

3.5 The amounts received by the RFEF shall be paid net and therefore free of:

- Taxes and duties (except VAT if applicable);
- Deductions and/or withholdings, of any kind, that may be applicable with respect to such payments and without deduction or liability applicable thereto.
- Banking charges and financial costs arising from any financial transaction.

LICENSEE acknowledges that it is solely responsible for the payment of the above taxes, deductions and/or liabilities arising from the non-payment thereof. In the event that such taxes are to be paid by the RFEF, the LICENSEE shall calculate the corresponding gross amount to ensure that the RFEF receives the full consideration expressed as a Lump Sum.

The payment of the consideration shall be made by bank transfer to the account indicated by the RFEF.

Furthermore, LICENSEE acknowledges that all costs imposed by any financial institution on LICENSEE shall be borne by LICENSEE. Therefore, financial costs arising from the transaction that are to be borne by LICENSEE shall not be deducted from the Lump Sum.

3.6 It is expressly understood that, in consideration for the technical delivery services provided by the RFEF in accordance with article 2.2, the LICENSEE, in addition to the Global Amount agreed in article 3.1 above, undertakes to bear the technical expenses in the amount of 1,500 Euros per match and pay them to the company appointed by the RFEF that will provide those services.

3.7 The Lump Sum due to RFEF may not be reduced in any way or otherwise modified in cases where LICENSEE or any of its possible sub-licensees are unable to exercise all or any of the Media Rights for any reason other than RFEF's failure to comply with its contractual obligations.

In the event that the RFEF determines that the payment obligations must be guaranteed, this must be done by means of a bank guarantee issued by a bank subject to the control of the Single European Supervisory Mechanism implemented by the European Central Bank. Likewise, the guarantee must be guaranteed on first demand and without the benefit of excussio, order or division. The guarantee may be required for each or all of the seasons covered by the contract and must be delivered to the RFEF on 1 August of each season. The guarantee shall be valid until two months after the last payment deadline of each season. In the event that an alternative



guarantee to the guarantee is offered, the express written approval of the RFEF will be required.

ARTICLE 4 - ADVERTISING, BRANDING, PRODUCTION AND INTELLECTUAL PROPERTY RIGHTS OF THE COMPETITION

4.1 Advertising opportunities for LICENSEE .

The LICENSEE may not appoint any sponsors for programming or content related to the competition that may conflict with the main sponsors of the RFEF and/or the competition. If the LICENSEE has any doubts about the compatibility of its sponsors/advertisers, it must contact the RFEF to clarify this fact. If the LICENSEE enters into agreements with sponsors/advertisers that do not comply with the above terms, and does not raise its doubts with the RFEF regarding their compatibility, it shall be solely liable for any damages and/or costs incurred both to the RFEF and to the incompatible sponsor/advertiser and other affected third parties. The list of official sponsors is set out in the FTP provided by the RFEF.

LICENSEE may only exploit the advertising opportunities provided that:

- No sponsorship or advertising agreements are entered into with entities that may pose a threat to the reputation of the RFEF, including, but not limited to: Companies with dubious backgrounds (such as financial weakness, companies convicted of bribery, piracy and/or other crimes), and/or companies of dubious reputation and/or companies involved in money laundering, the manufacture of weapons or the violation of Human Rights.

- The advertising and sponsorship agreements shall comply with the internal regulations of each of the Licensed Territories concerned and their content may not, under any circumstances, mislead consumers or infringe the unfair competition laws applicable in each of the Licensed Territories in which LICENSEE is authorized to exploit the Media Rights.

If the LICENSEE enters into agreements with sponsors/advertisers that do not comply with the above terms, and/or has not informed the RFEF about the compatibility of a particular sponsor, the LICENSEE shall be solely liable for any damages and/or costs incurred in connection with any claims, actions, fines, penalties, and other consequential or indirect damages that may arise. Furthermore, the LICENSEE agrees that the breach of this clause gives the RFEF the right to terminate this Agreement and claim for damages.

4.2 Limitations on advertising opportunities for LICENSEE

a) General

The RFEF and/or the Clubs are entitled to carry out activities, including, but not limited to, half-time contests involving fans in the stadium, promotional advertisements placed on the playing field during the start, half-time and end of the Matches, among others, without this being a violation of the Media Rights granted to LICENSEE.



The LICENSEE may not enter into sponsorship agreements with entities engaged, in whole or in part, in the production, sale and/or distribution of products and/or services that are in the same product category as those offered by the RFEF's official sponsors, including sponsors of statistics and/or Match data. Likewise, the LICENSEE may not, under any circumstances, issue advertising that may lead to believe that there is a collaboration and/or association with the RFEF, the Competition, the Clubs participating in the Competition and/or the players and/or coaching staff of the Clubs. In order to comply with the provisions of this section, the LICENSEE shall request from the RFEF information about the official sponsors of the Competition and ensure that there is no conflict between such official sponsors and the sponsors of the LICENSEE.

b) Regulation of virtual advertising through digital tools

With regard to virtual advertising, understood as the placement of advertisements on digital instruments that allow the reproduction of different advertisements during football matches and that are located at specific points within the stadium (e.g. barriers of the stands, barriers around the football pitch, etc.), the LICENSEE accepts that the RFEF may exclusively use such digital instruments for advertising purposes. As such, the LICENSEE agrees not to modify the content displayed on the digital instrument, except in the event that the advertising is contrary to the legal provisions applicable in the LICENSEE's Licensed Territory (for example, if the advertising placed on the digital instrument concerns tobacco and tobacco advertising is strictly prohibited in the Licensed Territory). In this case, the LICENSEE shall notify without undue delay and in any event no later than forty-eight (48) hours from the time the RFEF discloses the list of sponsors to be placed on the digital instruments. Said list of sponsors can be found in the FTP provided by the RFEF. The LICENSEE agrees to hold the RFEF harmless for any liability arising from the LICENSEE's failure to notify the LICENSEE of the incompatibility of the national legislation of the Licensed Territory with the virtual advertisements to be placed on the digital tools, including, but not limited to, damages, penalties, fines, consequential and/or indirect damages.

4.3 Branding and signs of the Competition

a) In order to communicate and broadcast a uniform, coherent and unique brand that allows football fans to associate and recognize the image of the Competition, the LICENSEE shall be obliged to transmit its headers, graphics and bumpers to the RFEF prior to their use. Said use and design must be previously approved by the RFEF.

In addition, in order to promote the transmission of the Competition, it shall grant to LICENSEE, on a non-exclusive basis, the right and obligation to use:

The name of the RFEF, as well as the name of the Competition. The corresponding logo of both the RFEF and the Competition.

The bumper that precedes each of the replays of the match, which will be provided by the RFEF.



The LICENSEE shall be authorized by the RFEF to use the trademarks and logos of the RFEF and the Clubs solely as part of the LICENSEE's promotional and marketing activities in connection with its broadcast of the Competition. The LICENSEE may use the distinctive signs that have been (i) provided by the RFEF or; (ii) expressly approved by the RFEF prior to their disclosure and/or publication. The LICENSEE is informed that no posters or advertising media that do not comply with the above will be permitted.

b) The LICENSEE may customize the production delivered by RFEF according to its preferences through the use of voiceovers, commentary and appearance of its announcers, narrators and commentators. In the event that the LICENSEE provides any on-site service, this service will be provided by the match production company, in accordance with a rate sheet that will be made available to the LICENSEE. However, LICENSEE understands that any rights regarding the intellectual property of such customization shall be governed in accordance with the intellectual property clause of this Agreement. In addition, the LICENSEE may not in any case customize the image of the game of the Competition beyond what is indicated in this paragraph and excluding the possibility of adding contents and images that have been recorded unilaterally without prior agreement with the RFEF.

c) Notwithstanding the foregoing, the LICENSEE undertakes to ensure the presence of the Trademarks in the broadcasting of the Matches:

-To Include the Competition logo in the top left corner next to the team's result;

To include the Competition logo in all graphics and statistics that are disclosed during the Matches, as well as that of its sponsors/collaborators in the elaboration of the statistics and data of the Matches;

-Display the Competition logo at regular intervals during the transmission of the Matches, including through the use of the special optical page turning effect before and after replays;

-To play the official Competition tune at the beginning and end of each half of each Match;

-To use all the material provided by the RFEF following their instructions;

-Refrain from initiating any legal action or legal proceedings in relation to the ownership or exclusivity of the material transferred by the RFEF. In this regard, the LICENSEE acknowledges that all trademarks, logos and material assigned by the RFEF shall remain the exclusive property of the RFEF under the terms and conditions expressed in the Intellectual Property Clause of this Agreement;

-Refrain from using the materials assigned by RFEF for any other use beyond the scope of this Agreement, including the marketing of LICENSEE's own products and services, even in those cases in which LICENSEE considers that it may offer substantial benefits to RFEF;



During the term of the contract, the RFEF and the participating clubs may make use of any digital assets, including tokens or NFTs or similar in relation to the Competition, and no rights or participation in the same shall be assigned to the LICENSEES.

4.4 Production, Signaling and Presentation of the Matches

In order to facilitate integrity and uniformity in the criteria that will govern the technical production of the matches belonging to the Competition, as well as to preserve and promote the international image of both the competition and the RFEF, the production of the matches will be carried out by the RFEF. To this end, the RFEF will produce the matches in HD 1080p50 following international quality standards. However, in order to guarantee at all times an adequate level of production and presentation of the Matches, the RFEF may receive technical assistance from a technical supplier of renowned prestige. The RFEF shall at all times be responsible for the production of the Matches.

The LICENSEE who intends to receive the Competition Signal must pay the technical costs related to the supply of the Signal incurred by the RFEF. These costs may not, under any circumstances, be offset against the final price paid for the allocation of the specific Licensed Territory.

The amount payable corresponds to the cost of providing access to the signal.

The service will be provided by the company appointed by the RFEF for this purpose and paid directly to the RFEF. This cost amounts to one thousand five hundred (1.500€) EUROS per match.

4.5 Intellectual Property

The RFEF shall retain ownership of all Intellectual Property Rights of the Competition, its Trademarks and distinctive signs, as well as all other RFEF and/or Competition trademarks, without prejudice to the non-exclusive use that the Clubs may make of the content generated by the Matches. Nothing contained in this Agreement shall be interpreted as expressly or implicitly granting intellectual property rights to the LICENSEE over the intellectual property owned by the Clubs and/or the RFEF. Any license and/or transfer of any intellectual property rights required by LICENSEE must be expressly agreed and formalized in a separate written document.

In this regard, LICENSEE shall not have any rights in the footage of the Matches, except for the Media Rights described herein and in Article 2.1 of this Agreement and any other provisions applicable to this Agreement. However, any Intellectual Property Rights derived from the commentary narrating the Matches shall belong to LICENSEE.

In addition, the RFEF may make use of the right to "archive" the matches belonging to the Competition. The participating Clubs will also have the right to archive of the Matches in which they participate, being able to make use of the same. For these purposes, once the term of the corresponding marketing contract has expired, i.e. as of 30 June XXXXXXXXXXXXXXXXXXXX, the LICENSEE shall return or destroy any material generated as a result of the exploitation of the Package awarded to the RFEF, as well



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as any information in its possession that may give rise to an improper use of the Media Rights beyond the term of the corresponding Licensing Agreement.

Upon termination of this Agreement for any reason whatsoever, the LICENSEE shall be obliged to return to RFEF and/or destroy, at RFEF's choice, any material generated from the exploitation of the Media Rights, including any information and/or documentation in its possession under the Agreement.

Any future use by the LICENSEE of the material provided by the RFEF is not permitted, and the LICENSEE shall be liable, without limitation, for any damages caused to the RFEF.

ARTICLE 5 - RIGHTS OF OTHER THIRD PARTIES INVOLVED IN THIS AGREEMENT

The media rights granted to LICENSEE under this Agreement represent the entirety of the media rights granted to LICENSEE. All rights not expressly included in this Agreement shall be reserved by RFEF and may be exploited without restriction by RFEF or by a third party designated by RFEF. In addition, some of the Rights offered are non-exclusive. The LICENSEE is informed of the following reservations that may make its Rights non-exclusive:

5.1 Rights in favor of the Clubs and the RFEF

The RFEF informs the LICENSEE of the existence of limitations or reserved/non-transferable rights that the Clubs have over the Rights.

Therefore, LICENSEE shall take into account the following reservations:

- a) The participating Clubs or S.A.D. participants entities in whose facilities the match is being held may broadcast the match on a deferred basis from 24 hours after the end of the match, provided that they do so directly and through their own thematic distribution channel dedicated to the sporting activity of said Club or entity that has a DTT television license to broadcast solely and exclusively on said television channel.
- b) The RFEF and the Clubs playing the matches will be able to create clips or highlights of images on their official profiles on their websites and social networks. Such use will be limited to four (4) minutes in total, immediately after the end of the match.

In accordance with article 2 of Royal Decree Law 5/2015, in the event that a club hosts the matches of the competition, it has the reserved right of live broadcasting, within the facilities where the Match will be played. The same reservation is made for the organizing body of the match if it is different from the participating clubs.

5.2 Other rights reserved

The RFEF and/or the participating Clubs will be able to show highlights of the Match through their Official Platforms, understood as any digital distribution channel



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operated by the RFEF and the clubs, including youtube, Instagram, twitter, and similar, from the end of the Match.

The RFEF may grant entities related to the information sector the non-exclusive right to communicate the content of the Match in their respective sections of relevant information. This includes, but is not limited to, live updates on the progress of the match, in written form, among others. In this regard, the LICENSEE acknowledges and accepts that the RFEF may be legally authorized and/or obliged by law to grant news broadcasting channels and/or news gathering and dissemination bodies the non-exclusive right to broadcast the content of the match as part of the sports bulletin to be included in their particular programs.

The RFEF reserves the right to commercialize in the Territory up to a maximum of 90 seconds per match in the news programs, from 24 hours after each match.

The RFEF may exploit virtual advertising in the stadium.

5.3 Rights excluded from the scope of this agreement

The Media Rights granted under this Agreement do not include:

Rights that have not been expressly included such as data, statistics, scouting, virtual reality, interactive training products, excluding from this tender the exploitation by gaming platforms and/or online betting houses for the purpose of streaming for purposes related to betting and the gaming sector and the possibility of broadcasting the Matches on trains, flights and navigation of any kind. Broadcasting in public places such as bars, restaurants and hotels is permitted (provided that it refers to the display of the Matches free of charge, without charging admission, so that the display is ancillary to the customer's use of the premises for consumption or accommodation), and therefore broadcasting in cinemas and theatres or similar broadcasts in premises or places with a viewing public is not permitted.

ARTICLE 6 - OBLIGATIONS OF THE LICENSEE AND THE RFEF

6.1 Obligation to exploit the rights

In application of Royal Decree-Law 5/2015, if the LICENSEE fails to exploit the Media Rights within a reasonable period of time and with the aim of ensuring the dissemination of the Competition in the Licensed Territory, the RFEF shall be entitled to terminate the contract and grant them to another company. This clause shall be interpreted without prejudice to the right of the licensee to sub-license with third parties, so that it is not considered a lack of exploitation if a sub-license of the rights has been made.

6.2 Freedom in the selection of the media

LICENSEE is entitled to exploit its Rights using any media (including, but not limited to, Satellite and/or DTT) and/or channels (including, but not limited to, free-to-air and/or PPV).



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The RFEF shall not be liable, in any case, for loss of opportunity and/or business, as well as consequential and indirect losses that the LICENSEE may suffer due to fraudulent practices or misconduct of third parties.

6.3 Obligations of the RFEF

Under the terms and conditions of this Agreement, the RFEF shall comply with the following

- To Make available and ensure that all Media Rights included in this Agreement are made available to LICENSEE, except in cases where the exceptions set out in this Agreement apply.
- To reasonably cooperate, to the extent possible, with LICENSEE against any third party action that may prevent LICENSEE from exercising the Media Rights in the Licensed Territory. However, RFEF shall not be obliged to initiate its own legal proceedings to enforce LICENSEE's rights, but shall cooperate to the extent possible in any legal action that LICENSEE may bring against such third parties, and LICENSEE shall be responsible for the payment of any costs arising from such claims or legal actions.

6.4 LICENSEE's Obligations

- Exploit the Media Rights with respect to the terms of this Agreement, RFEF regulations and instructions, UEFA and FIFA regulations, and the applicable international and legislative framework, including, but not limited to, laws, case law, decisions of applicable bodies, and any other regulations that may be applicable.
- Broadcast and/or guarantee that he or the sub-licensee (if applicable) will broadcast all matches of the Competition.
- Use the assigned Media Rights and refrain from being inactive in the exploitation of the Media Rights.
- To exploit the Media Rights on the terms and conditions herein, and therefore to refrain from exploiting the Media Rights in any way that is contrary to or exceeds the rights granted herein.
- To broadcast only within the jurisdictions or territorial limits that make up the Licensed Territory. To this end, LICENSEE undertakes to implement any security measures, such as signal encryption, geo-blocking or DRM systems, to prevent access to the Rights from outside the Territory and/or illegally. For the proper implementation of these security measures, LICENSEE shall take into account the current state of the art and perform a risk analysis to identify weaknesses and implement mitigation actions.

In relation to content accessible via the Internet or any other equivalent means of transmission, the LICENSEE that exploits the audiovisual content must undertake to



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implement the necessary measures to prevent the copying, storage, conservation or transmission of any of the audiovisual contents acquired, and to use a system that prohibits access or viewing from outside the Licensed Territory, as well as to immediately inform the RFEF of any incident.

-Refrain from bringing any legal proceedings or actions that may prejudice the exercise of the Media Rights of other parties in

(a) other licensed territories;

(b) or in the same licensed territory but in which you have not been granted exclusivity.

-Refrain from altering the Match Signal and/or the Media Rights and/or Audiovisual Products awarded to the LICENSEE by the RFEF, including the commission of any action that may pose a threat, actual or potential, to the proper exploitation of the Media Rights and/or the reputation of the RFEF.

-To protect the Media Rights of the RFEF and/or the Audiovisual Products in any way possible, including the initiation of legal proceedings against any third party that may prejudice or hinder said Media Rights.

-To inform the RFEF in a timely manner of any litigation it incurs in relation to the exploitation of the Media Rights so that the RFEF may exercise its cooperation functions, with the LICENSEE bearing any expenses arising from the litigation.

-The LICENSEE shall be obliged to transmit the Match in accordance with the most modern playback equipment to ensure a reproduction of the Match in accordance with global transmission standards.

-To make its best efforts to promote the values of Spanish football in the Licensed Territory, which for the purposes of this Agreement are the care of the quality and long-lasting product, treating it as a Premium product.

-The LICENSEE guarantees that, at the request of the RFEF, it will make available to news channels and/or news broadcasters, in a fair, reasonable and non-discriminatory manner, images and footage of the Matches.

-The LICENSEE shall cooperate with the RFEF as necessary in the event that practices are detected that may have the potential to produce football fraud or acts of piracy.

-In accordance with Royal Decree-Law 5/2015, the exploitation Rights of the Supercopa de España belong exclusively to the RFEF and cannot be assigned to any party. However, the LICENSEE understands and accepts that, in the event that these legal provisions undergo any modification, the RFEF may assign the rights and obligations of the Licensing Agreement to the competent body in charge of the exploitation of the Rights in Spain. In this case, the RFEF's sole obligation shall be to notify the LICENSEE of the change. Once this requirement has been fulfilled, all the rights and obligations of the Licensing Agreement shall be vested in the new



competent authority, and the RFEF shall not be liable in any way for any breach of the terms and conditions of this Agreement.

ARTICLE 7 – REPRESENTATIONS, GUARANTEES AND LIABILITIES

7.1 Each party represents and warrants that:

-The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within its power, have been duly authorized, require no consent or other action by or with respect to or the filing of any third party or governmental body or agency.

-The execution of this Agreement is not against, violate or conflict with, or constitute a breach of, any applicable law or regulation or its bylaws or regulations or any agreement, judgment, injunction, order, decree or other instrument binding upon it.

-Has, and shall continue to have throughout the term of this Agreement, full right, title and authority to enter into, observe and perform all obligations, undertakings, covenants, warranties, representations and agreements stipulated to be performed by it under this Agreement;

-The persons signing this Agreement on its behalf and for its account have been duly authorized by it and no further action is, or will at any time be, necessary to authorize the execution and entry into this Agreement or the performance of any action contemplated hereby;

-Has not entered into and will not enter into any agreement with any third party that is inconsistent with the provisions of this Agreement;

-Undertakes to act in a professional manner within the framework of this Agreement, complying in the conduct of its business with all applicable laws and regulations in force

7.2.- LICENSEE further warrants that:

-It does not incur any of the exclusion criteria listed in the tender for the XXXXXXXXXXXXXXXXXXXX seasons of the Media Rights of the Competition in particular the following causes:

-The company, or group of companies (parent company or subsidiaries) and its directors or administrators have not been criminally sanctioned or have not acknowledged their criminal liability or that of their Directors, in any country in the world, in the last 3 years for any of the following offences:



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- a) false representation;
- b) offences against property and socio-economic order;
- c) bribery;
- d) embezzlement;
- e) trading in influence;
- f) insider trading;
- g) offences related to the corruption of Spanish or foreign authorities or officials or corruption between private individuals, in any national or international territory;
- h) offences against social security;
- i) offences against workers' rights;
- j) offences against the Public Treasury of the State or of the European Union.

And the directors or administrators have not been convicted of other offences, of the same nature, when the same may damage the reputation of the Competition and/or endanger the audiovisual broadcasting of the said event in the awarded territories.

This liability refers to cases in which there is a final criminal judgment, and shall also extend to cases in which the LICENSEE is suspended in a similar tender procedure by a court order for injunctive relief and until a judgment on the merits is rendered in such court proceedings.

7.3 The parties shall be liable for their breach of contract in the manner established in this Agreement. Considering the RFEF's status as the grantor, the RFEF shall be liable for the consequences arising from its conduct due to fraud or gross negligence, with the scope of compensation being limited, within the limits established by Law, to the amount of the contractual consideration established for each season.

ARTICLE 8 - FORCE MAJEURE

8.1 For the purposes of this Agreement, Force Majeure shall mean an event beyond the control of the RFEF and/or the LICENSEE, including, but not limited to:

- fires, explosions, earthquakes, droughts, tsunamis and floods;
- war, hostilities (whether war is declared or not), invasion, act of foreign enemies, mobilization, requisition or seizure;
- rebellion, revolution, insurrection, or military or usurped power, or civil war;
- riots, disturbances, commotions, strikes, lockouts, lockouts, or disorder; and/or terrorist acts or threats, or, in any event, an event or circumstance that is beyond the control and without the fault or negligence of the Party/Parties concerned and which



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by the exercise of reasonable diligence the Party/Parties concerned could not have avoided;

-cease of activity as a result of pandemics or epidemics.

8.2 In the event that an event that is recognized as Force Majeure prevents or reduces the ability of RFEF and/or LICENSEE to perform its obligations under this Agreement (hereinafter the "Affected Party"), it is agreed that the Affected Party shall not be deemed in default in this case, but that the provisions set forth in the following article 8.3 shall apply. The Affected Party shall, as soon as practicable upon becoming aware of the Force Majeure event, notify the other Party in sufficient detail of the matters constituting the Force Majeure event and provide such Party with its best estimate of the likely extent, consequences and duration of the Force Majeure event.

8.3 In the event of the occurrence of the event referred to in article 8.1, the RFEF and LICENSEE shall make every effort to agree in good faith on a solution to remedy the situation to the satisfaction of each Party, with the interest in maintaining the validity of the contract prevailing, so that both parties may negotiate in good faith the adjustment of the conditions only for the duration of the force majeure event.

8.4 The parties may suspend the performance of their services for the duration of the event of force majeure, only in the part that is affected, continuing the contract in the rest of the services.

8.5 Termination of the contract shall only take place at the request of either party if full performance of the contract is impossible in every respect due to an event of force majeure.

ARTICLE 9 - DURATION OF THIS AGREEMENT AND TERMINATION

9.1 This Agreement governs the exploitation of the Media Rights by the LICENSEE and, as such, shall last until the end of the Competition for the XXXXXXXXXXXX season. As such, the License Agreement between the RFEF and the LICENSEE will expire on XXXXXXXX

9.2 The RFEF shall have the right to unilaterally terminate this Agreement by written notice sent to the LICENSEE for breach of this Agreement. In addition, and in strict application of Royal Decree-Law 5/2015, the RFEF shall also have the right to terminate this Agreement and/or any Sublicense Agreement entered into by LICENSEE for inactive behavior by LICENSEE and/or any of its Sublicensees for a reasonable period of time. Inactive behavior shall be construed as failure to exercise the Media Rights and/or failure to intend to use the granted and/or sublicensed Media Rights.



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9.3 RFEF may also terminate this Agreement in the event that LICENSEE enters into insolvency proceedings or if it discovers that LICENSEE has breached any of the representations and warranties expressed herein. This provision shall also apply in the event that LICENSEE fails to protect its systems from unauthorized intrusion and/or breaches its commitment to tackle and prevent football fraud.

9.4 The RFEF may terminate this Agreement in the event of non- payment of a term of the consideration to which the LICENSEE is obliged, in which case, and once the Agreement has been terminated due to such non-payment, the LICENSEE shall (i) pay the full Lump Sum; and (ii) compensate the RFEF for any damages that the RFEF may claim. In addition, the LICENSEE undertakes not to contest any request for precautionary measures that the RFEF may request in order to protect its audiovisual content.

ARTICLE 10 – CONFIDENTIALITY

10.1 The Parties agree that the terms and conditions of this Agreement are strictly confidential and shall not be disclosed to any third party without the written consent of both Parties. Notwithstanding anything to the contrary herein, either party may disclose any information relating to this Agreement to its shareholders, employees, accountants, auditors, agents, legal and other advisors, provided that such employees or advisors agree to be bound by the confidentiality obligations of this section.

10.2 Any communication made pursuant to applicable laws and regulations shall not be considered a breach of this confidentiality obligation.

ARTICLE 11- DATA PROTECTION

In compliance with the provisions of the General Data Protection Regulation, the personal data included in this contract, as well as in any document attached to it, or that may be provided in the future for the execution of the same, may be processed by each of the parties, in order to manage the contractual relationship. They may not be processed for purposes additional to those indicated in this contract.

The parties shall adopt the technical and organizational measures necessary to guarantee the security of personal data and to avoid its alteration, loss and unauthorized processing or access, taking into account current technology, the nature of the data provided and the risks to which they are exposed, whether from human action or from the physical or natural environment.

The personal data will be processed by the parties for the time necessary for the management of the contract which, once completed, will be kept until the end of the period of limitation of legal obligations and/or the prescription of actions related to the same.

The parties will not communicate to third parties any of the aforementioned personal data that may be obtained, unless such communication is necessary for the execution



or management of the object of the contract, thus ensuring compliance with current regulations. The parties will not transfer personal data to third parties, unless they are required to do so by law.

The personal data subjects may exercise their rights of access, rectification, deletion, limitation of processing, opposition and portability under the terms and conditions established in the applicable personal data protection regulations. These rights may be exercised by sending a letter to the addresses of the parties indicated at the top of this document with the words "EXERCISE OF RIGHTS".

ARTICLE 12 – MISCELLANEOUS

12.1 The Parties mutually agree that this Agreement constitutes the only agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreement with respect thereto.

12.2 The Parties acknowledge that this Agreement has been specifically negotiated and mutually agreed in all its parts and each of its provisions is fully understood by the Parties.

12.3 Any modification, amendment or integration of this Agreement must be in writing and signed by both Parties, otherwise it shall be null and void.

ARTICLE 13 - APPLICABLE LAW AND JURISDICTION

13.1 This Agreement shall be governed exclusively by the laws of Spain.

13.2 The Parties undertake to attempt to find an amicable solution to all disputes arising in connection with the validity, effectiveness, interpretation and/or implementation of this Agreement within 20 days from the date on which such dispute has arisen. For the purposes of this Article 13.2, a dispute shall be deemed to have arisen on the date on which a Party has sent written notification to the other Party.

13.3 All disputes arising between the Parties in relation to the validity, effectiveness, interpretation and/or execution of this Agreement and on which the Parties do not reach an agreement in accordance with Article 13.2 shall be subject to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid.

13.4 In any event, nothing in this Article 13 shall prevent a Party from applying to a competent court for urgent or similar interim relief.



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13.5 Notwithstanding the provisions of this Article 13, in the event that any proceedings are brought by any third party against the RFEF and/or the RFEF brings any proceedings against any third party before a jurisdiction other than that set out in this Article 13 and within such proceedings the RFEF considers it appropriate for the LICENSEE to join as a party, the LICENSEE shall join such proceedings before such court and/or jurisdiction, irrespective of this Article 13.

Signed by: