



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

**RULES FOR THE SUBMISSION OF BIDS FOR THE MARKETING OF
AUDIO-VISUAL RIGHTS OF THE NEW PRIMERA FEDERACION CATEGORY FOR
THE , 2022/2023, 2023/2024 AND 2024/25 SEASONS FOR EU COUNTRIES AND
SOME TERRITORIES IN EUROPE**



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1. INTRODUCTION

The competent bodies of the RFEF approved the configuration of a new competitive structure where, in addition to the current Segunda División B (which is now commercially known as Segunda RFEF) and the current Tercera División (which is now commercially known as Tercera RFEF), both state-level and non-professional competitions, a new competitive category was created. This is different from the previous ones and is placed between Segunda División B (commercially known as Segunda RFEF) and Segunda División (an official professional competition).

This new division is the result of this restructuring of all men's football competitions started in the 2021/22 season and involved the creation of a new category different from the others since it was positioned between professional and non-professional competitions.

This new division shall comprise 40 clubs that shall be divided into two groups of 20 teams, preferably based on geographical assignment. These groups may, in turn, be subdivided into two subgroups of 10 in each of the competitive phases when the circumstances of the competition so require and/or when such a format may provide a greater competitive richness and offer greater value to the competition.

The inaugural season of this new division featured the same 40 clubs outlined that came from 36 teams in Segunda División B or Segunda Federación and 4 teams in Segunda División.

In the 2022/23 season and beyond, the competition shall continue to comprise 40 teams, 26 of which shall remain in the same division in which they have already competed, 10 clubs shall come via promotion from Segunda División B (commercially known as Segunda Federación) and 4 from Segunda División, via relegation.

The category for which bids are invited is a category qualified as non-professional, ranked above Segunda División B (Segunda RFEF for mere commercial and branding purposes) and below Segunda División (professional). This category is organised solely and exclusively by the RFEF and forms part of its competitive structure as an official competition for all purposes.



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The RFEF makes this offer of joint marketing of the audio-visual rights under the protection of the provisions of **Royal Decree-Law 5/2015, of 30 April**, and in the modifications instrumented through **Royal Decree-Law 15/2020, of 21 April**, on urgent complementary measures to support the economy and employment. Accordingly, Art. 1.1 of Royal Decree-Law 5/2015 is worded as follows:

*“1. The purpose of this Royal Decree-Law is to lay down the rules for marketing of the exploitation rights of audio-visual contents of football competitions corresponding to the National League Championship of Primera and Segunda División, to the King’s Cup, to the Spanish Super Cup and to the **other national competitions, both men’s and women’s, organised by the Real Federación Española de Fútbol**; as well as to establish the criteria for distribution of the revenue obtained among the organisers and participants in the same”.*

And its Art. 8.1, paragraph one:

“The Real Federación Española de Fútbol may directly market the audio-visual rights of the King’s Cup, the Spanish Super Cup and the other national competitions that it organises, both men’s and women’s, pursuant to Article 4”.

2. PRESENTATION OF THE RULES IN ACCORDANCE WITH ROYAL DECREE LAW 5/2015 AS AMENDED BY ROYAL DECREE LAW 15/2020.

By means of these Rules, the RFEF publishes the tender for the marketing of certain audio-visual rights of the matches of the so-called Primera Federación for the 2022/23, 2023/24 and 2024/25 seasons (hereinafter, the **“Competition or Primera Federación”**).

The rights to be marketed include the events taking place on the field of play, including the areas of the sports venue visible from the field of play, from two (2’) minutes before the scheduled start time of the sporting event until one minute after its conclusion, and include the rights for its broadcasting, both live and delayed transmission.

Pursuant to Article 4 of Royal Decree Law 5/2015, the Rules state that there are two lots available for marketing, setting the scope of exploitation, indicating whether or not it is exclusive, open or encrypted, and the geographic scope of exploitation, the requirements for acquisition and exploitation, the bid conditions and the general basic information of the dates and times of the events marketed. It also identifies the conditions that shall allow the award to be made by means of a public, transparent and competitive procedure without



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discrimination of bidders, based on objective criteria, which should include, principally, the economic profitability of the bid, the sporting interest of the competition, and the growth and future value of the audio-visual rights which may be provided by the awardee.

The supervisory body of the audio-visual rights constituted in application of the provisions of Article 7 of Royal Decree Law 5/2015 shall be in charge of management of the marketing and, where appropriate, exploitation of the audio-visual rights and of the review and approval of these Rules.

3. DESCRIPTION OF THE LOTS.

3.1. The purpose of this tendering procedure is to receive bids for the marketing procurement concerning certain audio-visual broadcasting rights related to the competition during the 2022/2023, 2023/2024 and 2024/25 seasons.

The RFEF shall be exclusively responsible for the decisions on the analysis and evaluation of the bids, the awarding, signing of the contracts, and the receipt of the amounts tendered by awardees directly to the RFEF.

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

Real Federación Española de Fútbol

Rafael Zapatero

TV Area

Calle Ramón y Cajal, 28230,

Las Rozas, Madrid

Email: tv@rfe.es

3.2. The RFEF offers the option of submitting bids for the lots described in detail in section 3.7 and which are summarised below. Lot 1 is offered by country and region as indicated in Appendix 1, and Lot 2 is offered together for all countries indicated in Appendix 1.



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LOT 1	All the live matches of every matchday corresponding to PRIMERA FEDERACION RFEF including the playoffs for promotion from PRIMERA FEDERACION to Segunda División
LOT 2	A single exclusive package is offered for all Appendix 1 countries consisting of the right to stream matches live on the internet via Betting Websites and Betting Apps.

3.3. Description of the competition.

The Primera Federación competition corresponds to the category classified by the RFEF and for the purposes of the Federation as non-professional with high levels of professionalisation among its players. It is a new category ranked between Segunda División B (Segunda Federacion for commercial and branding purposes) and Segunda Division of the professional competition.

It is an official state-wide competition organised entirely and exclusively by the RFEF.

In the 2022/2023 season the category shall comprise 40 clubs/teams divided into 2 groups of 20 teams each. The assignment of the clubs to one of the two groups shall be based, essentially, on geographical criteria.

The competition model foresees that due to external circumstances (e.g. force majeure or similar) or sporting assessment of the competition, the groups may be divided into subgroups in order to finish off the competition or to improve its competitive nature and social impact.

Where the division of the competition into subgroups is not for reasons of force majeure or similar reasons, the awardee shall be entitled to terminate the contract.

The 40 teams in the competition shall be made up of the 26 teams that had already competed in that category the previous season and did not occupy relegation or promotion positions, joined by a further 10 teams that shall be promoted from Segunda División B (Segunda RFEF) and the four teams relegated from Segunda División.

3.3.2.- Regular phase and playoff



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Primera Federación shall comprise 40 clubs, divided into two groups of 20 teams.

The competition shall take place in two phases, of which, the first will correspond to the regular phase and the second to the Play Off of Primera Federación.

I. Regular Phase.

It shall be set over a total of 38 matchdays in which the participating clubs will meet for the home-and-away matches through a points system, setting the final classification according to the points obtained by each of the clubs, with three points per winning match, one per drawn match and zero per game lost.

Clubs that qualify first of each of the two groups will directly move into the National League Championship of Segunda División.

Clubs that qualify second to fifth of the two groups will participate in the Play Off of Primera Federación.

Teams placed 16th to 20th of each of the groups shall be relegated to Segunda B (Segunda RFEF).

II. Play Off of Primera Federación.

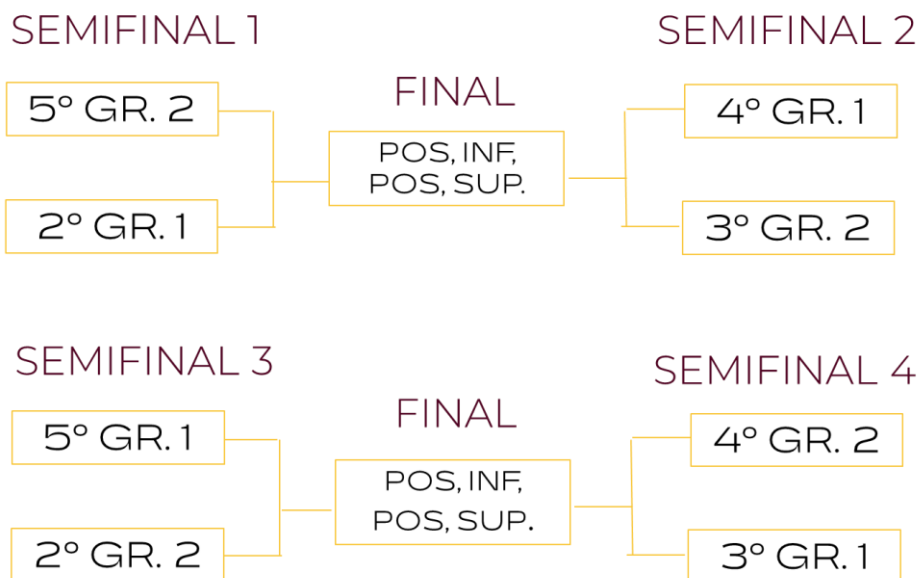
This will be developed through the direct elimination system, as set forth in the General Regulations, with each knockout round being played on a two-legged basis.

The eight teams who finished between second and fifth place in each one of the group stages, playing against teams from another group.

The matches will consist of two legs forming the semi-finals, with the first leg being played at the home ground of the team that finished lower in the league season, with the draw for the matches remaining as follows:



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In the Play Off matches for the Primera Federación that will be played in the knockout round will be arranged as follows:

1. The winner will be the team that, after the final whistle of the return leg, has attained the greater difference of goals in its favor, calculating this by subtracting those conceded from the total scored over the two matches.
2. Should the match end as a score-draw over the two legs of the knockout, extra time will be played of 30 minutes divided into two halves of fifteen minutes each one. Once extra time has concluded, the winner will be the team that has scored the most goals during extra time.
3. If upon the conclusion of extra time, both teams had scored the same number of goals or there had been no score, the winner will be the highest placed team in the standard league season.

The two teams that win each one of the finals will be promoted, along with the teams that finished first in each group, to the Second Division, whenever these meet the corporate and economic criteria set forth by the National League of Professional Football for their incorporation into said Second Division, or the Convention entered into between the same and the RFEF, as well as the terms provided for in the Sports Law, and the legal provisions as they affect Sporting Limited Companies, being duly applicable, should the promotion be subject to a veto, the rules and principles contained in the RFEF's General Regulations.

This competition system shall apply without prejudice to the extraordinary rules approved in exceptional cases derived from COVID-19.



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It includes a possible match to decide the champion of Primera Federación between the first two teams, either through a one-off match at a neutral ground or two home and away games, both organised by the RFEF.

3.3.3.- In any of the seasons covered by the contract, the competitive system and the competition phases, as well as the number of matchdays may be modified due to force majeure, with the Delegate Committee of the RFEF Assembly being responsible for determining the new competition rules in order to adapt these to the grounds of force majeure that may arise during the time in which they persist in whole or in part.

In any case, if for reasons of force majeure or by agreement of the RFEF with the favourable report of the contract award body in Spain, a competitive system in subgroups format is set, this model would be based on creating two subgroups of 10 in each group (also based on geographical criteria) that would play a regular league through a one-off match where the teams that finish in the top five of each subgroup would play a second phase, also based on a one-off match, and including the points obtained in the first phase, the purpose of which would be to determine the winner that would be automatically promoted to Segunda División and the classification of the teams to dispute the playoffs for promotion from among the teams that finish from second to fifth place.

Those classified in the sixth to 10th positions of the initial phase would play a second phase involving a one-off match with those classified in the same position in the other subgroup of their group, to determine the five teams that would be in the lower positions and would be automatically relegated to Segunda RFEF. In this second phase of the relegation group, the points obtained in the first phase would also be carried over.

3.4. Marketing seasons.

The purpose of this tender procedure is to receive bids for the contracting of certain audio-visual broadcasting rights related to competitions to be held during the 2022/23, 2023/24 and 2024/25 seasons.

3.5. Territory.

The rights referred to in this Invitation for Bids reflected in this document (hereinafter referred to as "IFB") are the countries of the European Union and other countries in Europe which are included in this process because they are more efficiently marketed together with EU countries.



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The Awardee shall ensure that the Rights are accessible exclusively within the Territory and undertakes to implement all those security measures, such as encryption of signals or geo-blocking system, DRM systems, to prevent them from being accessed from outside the Territory and/or illegally, and shall comply with Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017 on cross-border portability of online content services in the internal market.

With regard to content accessible via the Internet or any other equivalent broadcasting medium, the awardee who exploits the aforementioned audio-visual content must undertake to implement all those measures that prevent the copying, storage, conservation or sending of any of the audio-visual content acquired, as well as to use a system that prohibits access or viewing from outside the Territory.

3.6. Languages.

The Awardee shall be able to offer users the option of accessing the commentary of the broadcast in any language preferably the official language(s) of the territory.

3.7. Breakdown of lot 1

MATCHES: Exclusive right to live and delayed broadcasting of all of the games of each matchday, hereinafter the available matches.

CHANNEL: Operators must guarantee the live broadcasting of at least two (2) of the available games of each matchday.

The broadcasting shall be open or encrypted via a traditional television feed (DTT) or via cable, satellite, Hertzian waves, ADSL or IPTV, Internet (including OTT format), WiFi, 3G, 4G technologies and future generations, mobile portals, websites, and/or streaming, as well as any other system or modality existing or to be developed in the future and on any device. This includes the segment known as Horeca, which includes hotels, bars, cafés and restaurants. The marketing of data for statistics is also included. This does not include the data for betting, which is included in lot 2.

EXCLUSIVITY: Exclusivity refers to the broadcasting of live and delayed matches of all of the matches of the competition.

The exclusivity mentioned in these rules does not affect the right of the clubs participating in the matches to be able to record images for the mere internal purposes of technical analysis of the matches and their use for training purposes and monitoring of their own players or those of opposing teams. The



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granting of permission or refusal of permission in respect of such recordings shall be the responsibility of the team playing the match as the home team.

Neither does the exclusivity prevent participating clubs and, where appropriate, the RFEF from recording and broadcasting images of moments before or after the match, of the benches, as well as any other image that is not of the match being played on the field of play.

SUB-LICENCE: The awardee may grant sub-licences with the prior and express authorisation of the RFEF, and the sub-licensor must guarantee compliance by the sub-licensee with the obligations established in the lot and ensure that the sub-licensee complies with all the conditions established for bidders in accordance with the provisions of these rules.

When applying for the sub-licence, the channel and its audience shall be detailed, and such application must be made at least 10 calendar days prior to the broadcast date of the matches to be sub-licensed.

The RFEF shall reply to the application within five calendar days of receiving all the complete documentation necessary to analyse the application and in the absence of a reply within the period indicated, the application shall be considered to have been granted. If the RFEF refuses authorisation, reasons must be given.

DELAYED BROADCASTS The unlimited non-exclusive delayed broadcasting of each match in its entirety, after its recording and within the season in which such matches are played.

Detail of Lot 2

MATCHES: Matches may be broadcast, subject to the strict condition that broadcasts of Events may only be viewed by registered betting account holders who have paid a fee or deposited funds with the relevant Bookmaker prior to viewing for the purpose of betting and/or (ii) within Bookmaker betting shops by means of IPTV broadcasting; (and the right to grant the same to any third party, subject to such third party's compliance with all relevant terms and conditions set out in this Tender).

The Licensee cannot stream matches to commercial premises for the purpose of collecting data. In addition, the Licensee cannot use the Rights to create any data products related to the Events except for those necessary for management and development of betting;



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Exclusivity means the right to exclusive ownership of the rights for betting purposes. The award of the Package cannot be understood, in any case, as a right to retransmit the Competitions for other purposes and under other conditions than those set out in this Tender.

SUB-LICENCE: Sub-licensing of the Rights may be possible provided that (i) the Sub-licensees are fully licensed and regulated in accordance with the laws of the Territory in which the Rights are to be exploited; (ii) the Sub-licensees can demonstrate compliance with the requirements of the Sub-licensee.

The awardee and their sub-bidder must formalise their relationship by means of a contract, which must be sent to the RFEF at the time of notification.

ADVERTISING RESTRICTIONS: Neither the Licensee nor any Bookmaker shall be entitled to specifically advertise or promote the availability of live coverage of the Events on its services, except as part of a general betting advertisement or promotion for the Licensee or the relevant Bookmaker's betting streaming service. The Licensee must ensure that no form of sponsorship or advertising appears within or in any way in connection with the Source Coding on the Websites and Gambling Apps or elsewhere.

BROADCAST-RELATED RESTRICTIONS: The restrictions on the broadcasting of Competitions for betting purposes are as follows:

The awardee undertakes, during the term of the contract and until expiry thereof, to comply at all times with the following restrictions:

- The quality of the transmission of the Competitions must not be comparable to that of the audio-visual transmission of the Competitions.
- Broadcasting of the Competitions can only be made available in Standard Definition ("SD").
- Broadcasting of the Match shall only be authorised for reception on a personal computer (whether laptop or desktop) and/or tablet, mobile phone, telecommunication device or other mobile device;
- The live feed of the Match from the bookmaker shall only be available to punters who, at the time of the Match, have an open and active account with the bookmaker. An "open and active account" means an account: (i) which has a positive balance; and/or (ii) on which the relevant User has placed a bet for the particular Match. As such, parallel viewing with one account from multiple electronic devices is strictly prohibited.
- The broadcasting of the Match shall be restricted to 612kbps. Accordingly, it shall not be possible to access the match at a higher speed than the one indicated.
- The Bookmaker cannot advertise its broadcast as a service whereby punters can watch live matches without linking such an opportunity to the offer to place bets. For example, the service must not be marketed as an opportunity to watch free and unencrypted football. Advertisements and/or promotions for matches must not reference any broadcast quality experience on a TV screen, nor



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contain any reference to or promotion of such broadcast for use on anything other than a computer screen or mobile device. Any reference to the possibility of transmission on a television screen is strictly prohibited.

- The size of the players must be limited. As such, screens must not cover more than one third of the screen size displayed to end-users on screen when fully maximised and not more than half of the surface area of smartphones;
- The broadcasting/transmission of the Competitions is restricted to the application/website of the bookmaker and prevents users and/or potential users from viewing the Match without login credentials. Dissemination of the Rights through other websites is strictly prohibited.
- The broadcasting of matches in physical bookmakers, irrespective of the type of mechanism used for broadcasting, is only permitted if it takes place within the premises of the betting shop. As such, measures must be put in place to prevent off-site access to the Match. Measures may include, for example, reducing the visibility of external viewers.

The foregoing restrictions must at all times be supplemented by applicable legislation in the Territory.

COSTS AND FEED: All costs associated with the coding of the Awardee and the delivery of the coded Feeds to its Bookmaker Sublicensee shall be borne by the Licensee. The Awardee shall grant RFEF unlimited access, free of charge, to all encrypted sources for RFEF's commercial and non-commercial use.

For the avoidance of any doubts, RFEF and/or third parties authorised by the RFEF shall be responsible for delivering and/or making available to the awardee the International Signal to the corresponding satellite, or SRT or any other technology to be agreed between the RFEF and the awardee, the cost of such delivery being borne by the awardee at market prices.

LICENCES AND COMPLIANCE WITH LAWS: The Licensee and all sub-licensed Bookmakers: (a) must hold valid licences to operate Betting Websites and Apps and betting premises in the territories where the Rights are exploited; and (b) comply with all applicable laws and regulations in the territories where the Licensee and all sub-licensed Bookmakers operate (which may include not exploiting the Rights in particular territories where sports betting is prohibited in those territories).

3.8. Broadcasting conditions of the matches.

3.8.1. The definitive dates and times for each match shall be determined by the RFEF.

3.8.2. For guidance purposes, the matches are played at the following times:

On weekends:



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Saturdays and Sundays between 11:00 a.m. and 11:30 p.m.

On weekdays:

When the match is played during the week, the RFEF shall designate the dates and times of the matches so that the calendar can be configured respecting the different rules that influence it (three-day break between matches, etc.). Indicative start times are Tuesday, Wednesday and Thursday between 7:00 p.m. and 11:30 p.m.

3.8.3. All times refer to the time of the city of Madrid (Spain).

3.8.4. The RFEF reserves the right to change the dates and times of the matches.

3.8.5. The RFEF shall notify the awardee of the available matches for each matchday of the competition at least 10 days prior to each matchday in the regular phase and within two days following the draw for the playoffs

The awardee must select at least two (2) of the matches offered by the RFEF at least four (4) days prior to the match.

3.9. Feed.

The RFEF or the company it designates, or whoever is in charge of production, shall provide each international operator with the live feed for each of the matches. This audio-visual signal shall be available in clean feed format or international feed with Spanish graphics.

The technical costs derived from sending the live feed from the location established by the RFEF in Spain to the international operator shall be borne by the latter, although the RFEF (or the company it designates, or is in charge or production) shall apportion the technical costs that may be common to sending these feeds to different international operators.

The Awardee shall be able to customise the production delivered by the RFEF according to their preferences through the use of voiceovers, commentaries and appearances by their announcers, narrators and commentators. If the Awardee requires any on-site service, this service shall be provided by the Host Broadcaster of the match, in accordance with a rates sheet made available to the awardee. These services include, inter alia, distribution, TV Compound, equipping the commentators' positions, etc.



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However, the awardee understands that any rights relating to the intellectual property of such personalisation shall be regulated in accordance with the Intellectual Property Clause governing the Bid.

4. NON ASSIGNMENT

The rights acquired and obligations undertaken by the Awardee hereunder are personal and therefore cannot be sold, assigned, transferred or otherwise disposed of to third parties without the prior and express written consent from the RFEF.

5. BRANDING, ADVERTISING AND PROMOTION.

5.1. Use of branding by awardees.

To communicate a unified and consistent branding and image of the Competition, the awardee shall be required to use the official graphics and banners of the Competition, as well as its corresponding logo.

To promote and advertise its broadcasts, the awardee has the non-exclusive right and the obligation to make use of:

- the name of the RFEF, as well as the name of the Competition.
- the logo of the RFEF and the Competition.
- the competition logo on the bumper for the playback of replays.

All the distinctive signs of the Competitions and/or of the RFEF and/or of the clubs to be used by the Awardee for the promotion and/or broadcasting of the Competitions shall be provided by the RFEF, and/or expressly approved by this Royal Federation prior to their dissemination and/or publication. No use may be made of distinctive signs that refer to the Competitions or to the RFEF which do not comply with the format and/or the express indications set by the RFEF.

The awardee cannot carry out advertising inserts for sports entities other than the RFEF or without the latter's authorisation, nor for business or general associations that pool together sports entities.

The awardee shall be able to customise the broadcasting of the matches according to their preferences, through the use of voiceovers, commentaries and appearances of their announcers, narrators and commentators. They cannot personalise the image of the game beyond what is indicated in this paragraph, but they may add content and recorded images unilaterally when this has been previously agreed with the RFEF.



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The RFEF shall notify the awardee of the title sponsor of the competition and the awardee shall be obliged to apply the correct naming and logo of the title sponsor and of the competition during broadcasts.

The clubs shall make their best efforts to ensure that player interviews are conducted with the sponsorship backgrounds provided by the RFEF.

5.2. Advertising opportunities for the awardee of lot 1

Awardees may only exploit advertising opportunities that comply with the following:

- i. No advertising agreements may be entered into with entities that may pose a threat to the reputation of the RFEF, including, but not limited to: Companies with questionable track records (such as weak financial statements, convictions for bribery, piracy and/or other crimes), and/or companies involved in weapons manufacturing.
- ii. Advertising contracts shall comply with the national regulations of the relevant Licensed Territory and their content must not mislead consumers or violate the applicable unfair competition act of the Licensed Territory in which the Awardee is authorised to exploit the Rights.
- iii. The Operator cannot designate any sponsor of programming or content related to the competition that may conflict with the main sponsors of the RFEF and/or the competition, or in any way that could be understood as sponsoring the RFEF, the competition and/or the RFEF clubs.

Awardees that enter into agreements with advertisers that do not comply with the foregoing terms and/or do not request clarification of their doubts with the RFEF regarding the compatibility of these with the Official Technical Sponsor of Primera Federacion shall be held liable for damages and/or costs produced in relation to any claim, action, fine, sanction and other emerging or indirect damages that may arise.

5.3. Advertising and information conditions for lot 1.

5.3.1. General conditions:

The Awardee cannot enter into advertising contracts with entities involved, in full or in part, in the production, sale and/or distribution of products and/or services that fall into the category of “sports brands of any kind”.



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By the same token, under no circumstances may the awardee broadcast advertising that may lead to the belief that there is a collaboration and/or association of said advertiser with the RFEF, its Primera Federacion competitions, participating Clubs and their respective players.

In addition, the RFEF and/or the clubs are entitled to carry out activities that include, inter alia, half-time competitions with the participation of fans in the stadium, promotional advertisements placed on the field of play at the beginning, half-time and end of the match, without this implying a violation of the Rights granted to the Awardee.

5.3.2. 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 the match and that are located at specific points within the Stadium (for example, stands, advertising media, static billboards, etc.), the Awardee acknowledges that the RFEF may exclusively use these instruments to reproduce digital advertisements for advertising purposes. As such, the Awardee undertakes not to change the content of the digital instrument, unless the displayed advertisement is contrary to the applicable legal provisions of the Authorised Territory of the Awardee (for example, if the advertisement placed on the digital instrument in connection with tobacco and tobacco advertising is strictly prohibited in the Authorised Territory). In this case, the Awardee must notify the RFEF without undue delay and, in any case, within forty-eight (48) hours from the time the RFEF disclosed the list of sponsors to be placed on the digital tools. The Awardee agrees to hold harmless RFEF from any liability arising from the Awardee's failure to notify the RFEF of the incompatibility of the national legislation of the Authorised Territory with the virtual advertisements placed on the digital tools, including, but not limited to: damages, penalties, fines, emerging and/or indirect damages.

5.2.3. Information:

The awardee is hereby informed, understands and accepts that the entities related to the information sector in its territory (news) may have access to report on the progress of the Match.

6. NON-EXCLUSIVE RIGHTS. EXCLUDED RIGHTS.

6.1.-The contract award is without prejudice to the following rights:

- a) The RFEF may broadcast the images of the matches on its designated official media platforms on a deferred basis, in their entirety and/or highlights, once 24



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hours have elapsed from the end of the match, provided that they do so directly through a RFEF distribution channel dedicated thematically to the RFEF's sporting activity and its competitions.

- b) The RFEF and the Clubs playing the matches both as home and away teams shall be able to produce image clips on their official profiles on the Social Media apps, RFEF branded channels or those of the clubs on digital platforms (YouTube and similar) and the clubs' official websites. Such use shall be restricted to five (5) minutes in total, and its publication after the end of the match. These highlights may be published worldwide.
- c) The RFEF reserves the right to authorise Sponsors and/or Official Suppliers of the Competitions to use images of the Competition on the Sponsor's own platforms to promote their association with the Competition.
- d) The Clubs that play matches as the home team and the RFEF, when the match is organised by it and/or is played on a neutral pitch, reserve the right to exploit the live feed, within the facilities where the sporting event takes place, of the audio-visual television feed corresponding to this event.

6.2. The RFEF and participating clubs may make use of the right to archive all matches of the competition and any digital files including tokens or NFTs. Clubs playing home matches shall also have the right to archive the matches they play and may make use of them. In this regard, once the term of the corresponding marketing contract has expired, the Awardees shall be obliged to return to the RFEF or destroy any material generated as a result of the exploitation of the awarded lot, as well as any information held by virtue of the marketing contract, which may lead to an improper use of audio-visual rights beyond the term of the corresponding contract.

The Clubs' right to archive referred to in the previous section is exclusively in favour of the Clubs whose rights have been marketed through these Rules in the specific competition to which it applies.

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

Once the term of the marketing contract has expired, where appropriate, the RFEF and the participating Clubs/SAD, shall hold all the intellectual property rights over all the audio-visual content and recordings (files) that have been produced, and may be exploited in any medium or means, without any



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limitation whatsoever in a worldwide territorial scope for the maximum period of validity of such rights.

The Clubs' co-ownership of the Intellectual Property Rights of the Competition and the right in favour of the same of the intellectual property rights over all the contents and audio-visual recordings (files) that have been produced is recognised, exclusively, in favour of the Clubs whose rights have been commercialised through these Rules.

6.4. The broadcasting of the images referred to in section 6.1 implies the right of the RFEF and/or the clubs to reproduce said images, but not to exploit them, without, therefore, being able to transfer said images to any third party except as provided for in letter d).

6.5. Rights that are not expressly granted in this bidding process, such as exploitation in other territories, statistics, etc., are excluded from this process.

6.6. All rights reserved herein for the participating clubs and/or clubs or for the RFEF are reserved exclusively in favour of the participating clubs and/or clubs or, where appropriate, in favour of the RFEF whose audio-visual rights are marketed in each case under these Rules.

6.7. For lot 2 the Rights granted in this Bidding shall not include, in any case:

- i. The audio-visual rights to broadcast live matches of the Competitions that are not included in the scope of application of the conditions of this Tender, including, inter alia, the audio-visual rights in any of their modalities.
- ii. The broadcasting of any of the Matches of the Competitions.
- iii. Broadcasting rights on aircraft and ships. The rights granted in this Tender shall exclude the possibility of broadcasting the Matches on aircraft and ships of any kind.
- iv. Any other form of broadcasting that falls outside the scope of the purposes of conducting streaming practices for purposes related to the betting and gaming industry.

7. PRESENTATION OF BIDS: FORMAT, PROCEDURE AND REQUIREMENTS FOR THE SUBMISSION AND RECEIPT OF BIDS.

7.1 General.

All Bids must comply with the terms, conditions and procedure required. The provisions of this IFB are binding and the submission of a Bid by a Bidder constitutes full adherence to them.



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The Bids submitted by the Bidders are firm, unconditional and irrevocable, therefore, Bidders may not submit Bids subject to different conditions than those provided for in this Tender. The bidders in this process are bound by their Bid for a period of sixty (60) days from the end of the deadline for submitting Bids, although this does not prevent the bidder from submitting a second bid for a higher amount or improving the bid by a higher amount, under the conditions and within the deadlines indicated in these conditions.

The RFEF reserves the right to reject any Bid which is subject to any condition different to those provided for in this bid and/or which does not comply with the requirements set out herein.

7.2. Publication of the IFB and timetable.

The RFEF has published the announcement of the receipt of Bids and the general conditions of this IFB on the website www.rfef.es, and has sent them to the main agencies and media in the Territory. Process schedule:

Publication on the RFEF website	26 July 2022.
Deadline for requesting clarifications	Within 3 calendar days after publication before 23:59 pm (CET).
Deadline for submitting bids	Until 9 August 2022 before 10:00 am (CET)
Opening of bids	As from 9 August
Valuation and Provisional Award	Within 10 working days from the opening of the bids.

Following publication of this process on the website, the RFEF shall provide any clarification that is reasonably requested regarding the content of these rules.

Queries and/or clarifications should be addressed by e-mail to tv@rfef.es within the period indicated in the calendar.

7.3. General requirements for bidders

The Bidder must be a Spanish and/or foreign legal entity that has the capacity to act and operate in Spain and joint ventures that are temporarily set up for this purpose -UTE- provided that the latter is justified and respects the



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competition rules, these companies, in the event of being awarded the contract, shall be jointly and severally liable to the RFEF and must appoint a representative or sole agent of the UTE with sufficient powers to exercise the rights and fulfil the contractual obligations. The solvency requirements demanded in these Rules shall apply to the partners of the UTE considered collectively as a single company.

The Bidder must not have any debt with the RFEF, and/or must be up to date in the fulfilment of their obligations with the Real Federación.

The bidder must submit the following information:

- a) Current certificate of registration with the mercantile registry.
- b) Copy of the latest audited annual accounts of the bidder and their parent company.
- c) Power of attorney or powers of the legal representative of the company.
- d) Certificate of beneficial ownership.
- e) Not to have filed for or been declared bankrupt at the time of submitting the candidacy. This shall be substantiated by means of a declaration by the company's legal representative.
- f) Submit a certificate of being up to date with their tax obligations with the Spanish tax authorities (AEAT) in the event that the bidder 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. The certificate to be presented shall be the one issued by the Spanish State Agency for Tax Administration (AEAT).
- g) Submit a certificate of being up to date with their social security obligations when the bidder is a company registered with the Spanish Social Security, which shall be issued by the General Treasury of the Social Security (TGSS).

7.4. Exclusively for lot 1 information related to professional and/or technical solvency.

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

- Characteristics of the audio-visual 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;



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- Details of the scheduling plans for the lot;
- Description of the feed quality;
- Description of coverage and level of exposure commensurate with the rights;
- Description of the means available to secure the Bidder's commitment to promote the Competition (either through a commitment to enhanced programming or other promotions, both on-air and off-air).
- Description of the Competition's programming plan including the level of coverage and exposure.
- The company's experience in the exploitation of audio-visual content, with express indication of the football-related contents.

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

Financial solvency requirements shall be evidenced by means of a report drafted by the legal representative of the company, including the following: That it has the financial capacity to provide a Banking guarantee enough to meet the financial bid of each of the seasons awarded, when so required by the RFEF.

7.5 Grounds for exclusion

The following are grounds for exclusion:

- a) Failure to provide sufficient documentary proof of each and every one of the requirements set out in the preceding paragraphs.
- b) Failure to comply with any of the requirements set out in the preceding paragraphs.
- c) Late submission of the documentation listed in this IFB except that which is remediable.
- d) Similarly, when the Candidate incurs in any of the following scenarios, there will be grounds for exclusion, being thus automatically excluded from the tender:

When the company has been criminally declared as liable for conduct detailed below and / or whichever company whose directors or representatives either *de facto* or legally appointed, when their post or



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representation remains valid, had been convicted through a final ruling issued by the Courts or Tribunals for any of the following crimes: terrorism, founding or forming part of a criminal organization or group, unlawful association, illegal financing of political parties, human trafficking, corruption in business matters, influence peddling, bribery, fraud, crimes against the Public Treasury and Social Security, crimes against employees, malfeasance, embezzling, business areas forbidden to civil servants, money laundering, crimes relating to territorial and town planning, the protection of historic heritage and the environment, or the special disqualification from exercising a trade, industry or enterprise.

The scope and duration of this exclusion will be that determined by the binding criminal conviction, subsisting for the term set forth of the same. Should there be term established, the duration will be for 3 years counting from the date in which the binding conviction was passed.

The exclusion will likewise affect companies which, as a result of the people who run them or other circumstances, can lead to one presuming that they are a continuation or derivate of these through transformation, merger or succession of other firms that would have taken part otherwise.

It will be accredited when submitting the bid through a certificate issued by the Secretary of the relevant body, with the approval of the President, or failing that the legal representative of the body issuing the accreditation that the company has not incurred in any of the grounds for exclusion.

7.6. Bid content.

Interested bidders shall submit the documentation in sections 7.3 and 7.4, and the financial offer they wish to make to the RFEF in accordance with the form in Appendix 2. Bids may be submitted in Spanish or English. Bids submitted in any other language shall not be admissible for this tender. Any documentation required for the formalisation of a Bid and which appears in another language must be accompanied by a certified translation into the languages indicated.

The bid (documentation and financial offer) shall be submitted by electronic mail sent to the following email address: primeraeuropa@concursos.rfef.es Said mailbox has a third-party system of incoming mail certification and time stamping of incoming mail that complies with the requirements of Law 59/2003, on Electronic Signatures and Regulation (EU) 910/2014, on Electronic Identification and Trust Services for Electronic Transactions in the Internal Market (eIDAS). The RFEF shall not have access to the information that the



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interested parties send to this e-mail address until the date and time of the opening of bids, which shall take place before a Notary Public.

Only at the time of opening the bids and before the Notary Public shall the service provider provide the RFEF with the codes or systems that allow access to the bid documents.

Should the RFEF observe any defect or omission that could be corrected in the documentation submitted, it shall notify the affected Bidder in writing. The Bidder shall then have a period of no less than 3 calendar days to make the corrections, with the possibility of being excluded if it does not comply within the period granted.

The financial offer shall consist of a monetary amount in euros and shall not include taxes. The awardee must pay the RFEF the total amount offered in euros and cannot reduce or diminish that amount under any circumstances, and therefore may not apply withholdings, deductions, fees, taxes, commissions or any other deduction or reduction of any nature whatsoever. The Awardee acknowledges that they are solely responsible for the payment of any taxes, withholdings and/or liabilities arising from the non-payment thereof. If such taxes are required to be made by the RFEF, the Awardee must calculate the relevant gross amount to ensure that the RFEF receives the full consideration expressed by the Bidder in its bid by expressly stating so in the bid.

7.7.Evaluation of Bids

The evaluation body shall comprise:

- The Chairman of the RFEF or the person they designate on their behalf.
- The Chief Financial Officer.
- The Director of the Legal Department.
- The Director of Competitions.
- The Marketing Director.
- The Head of the Audio-visual Area of the RFEF

A lawyer from the Legal Department shall act as Secretary.

The evaluation body shall submit a provisional award proposal to the RFEF's audio-visual rights management control body, which must be ratified by the aforementioned management body.



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7.8. Provisional and final evaluation and bid award

The supervisory body for the management of audio-visual rights shall provisionally allocate the rights to the lots provided that they have been previously awarded in the tender in Spain for the purposes of match production. The RFEF shall comply with the principles of transparency, competitiveness, fairness and non-discrimination of each Bidder.

Awarding criteria shall be that of the best economic offer. The RFEF may open up a second round for improved bids.

For lot 1, in the event of a bid for one or more individual lots and a bid for lots grouped by regions in the same territories, the RFEF informs that it shall make a comparison between the individual lot and the lot by regions and shall award the rights to the highest bidder. By way of example, if a bidder bids 96 for a Regional lot and the sum of the remaining individual lots from the same territories (even if there is no bid on any of them) is 93, the RFEF shall award the lot to the best overall financial bid. If the bids are very similar, the RFEF shall also take into account the value of the rights that the awardee can provide, mainly putting a premium on a free-to-air broadcasting and, where appropriate, on the number of subscribed to the channel that wishes the rights, putting a premium on the one with higher numbers when the price difference does not exceed 20% between the different bids.

If the offers received do not comply with the objective of being financially profitable, this may lead to the non-exclusive marketing of the offered audio-visual content or to the cancellation of the tender.

If it leads to the non-exclusive marketing of the offered audio-visual content, such audio-visual content shall be marketed on equal terms for all interested operators taking into account that, among other parameters, the number of users of the interested operator, the audiences, and the territorial broadcasting scope, or it may lead to the cancellation of the tender. The CNMC shall be informed in detail of the non-exclusive marketing conditions that are to be applied by the RFEF.

7.9. Contract

No media rights agreement shall be binding upon the RFEF until such agreement has been accepted, at its sole discretion, and fully granted by the RFEF, within the period set out in these terms and conditions or as may be agreed with the operator and in accordance with the conditions set out therein.



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The term of the contract shall be for three (3) seasons ending at the end of the 2024/25 season.

The awardee acknowledges that they have read the contract attached to this Tender and that they accept its terms with the submission of their bid, which are referred to and are in accordance with this document, and the awardee undertakes to sign and comply with all its terms. The template contract is attached as Appendix 3.

Given that we are dealing with a newly created competition that has only been ongoing for one season, the RFEF reserves the right to return to the previous model of non-professional competitions (2B or Segunda Federacion and Third Federacion only) in the event that the Primera Federacion does not meet the competitive and sporting objectives of its creation.

In such a case, the contract shall be automatically terminated due to the supervening loss of its purpose, and the awardee shall be entitled to the value of the unamortised investment according to the amortisation plan set out in the proposal and attached to the contract, without being entitled to any further claims for such termination.

7.10. Suspension and cancellation.

The RFEF reserves the right to suspend or cancel the tender for reasons of force majeure, or duly justified cause or in the event that there are indications of collusion between bidders, in which case the RFEF shall inform the corresponding competition authority without undue delay of such illegal acts.

It may also cancel the tender whenever the rights are not awarded in the tender for Spain.

8. PAYMENT TO THE RFEF

The awardees shall pay the RFEF the amounts tendered for each season in a maximum of three (3) payments of equal amounts in accordance with the following schedule:

30 September
30 December
30 March

If the awardee defaults on two or more payments, the RFEF may suspend the broadcasting of matches until the amounts owed are paid, as well as the interest accrued to date.



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9. LEGAL PROVISIONS OF THE IFB.

9.1. Non disclosure.

The RFEF agrees that any information of a confidential nature (marked as such by a bidder) included in the Bids received (including all financial information) shall be kept confidential and shall not be disclosed to any third party other than their respective advisors.

No potential Bidder is entitled to make any announcement relating, directly or indirectly, to these Rules and, in particular, to its Bid, nor relating to any acceptance or rejection of its Bid. The bidders acknowledge and agree that the RFEF shall have the exclusive right to make announcements in relation to these rules, including the awarding of the rights.

9.2. Own costs.

Each Bidder is responsible for all costs, expenses and liabilities incurred by them or any third party assisting the Bidder in the preparation of his Bid and at any subsequent stage of the Bidding process, including translations into Spanish if necessary. The RFEF shall not be responsible, in any event, for any such costs, expenses or liabilities incurred by a Bidder in connection with this proceeding or the preparation, negotiation, execution or delivery of any media rights agreement.

9.3. Exploitation of Rights.

The Awardee is obliged to exploit the Rights conferred, except for reasons of force majeure, and the RFEF reserves the right to terminate the corresponding Contract in the event of non-compliance.

9.4. Collaboration:

Both the RFEF and the Awardee undertake to collaborate jointly in the face of any threat that may arise to protect the assigned Rights, whether in terms of integrity (rigging, corruption, betting, etc.) and/or anti-piracy.

9.5. Acceptance:



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Any Bidder submitting a Bid for the exploitation of the Rights in question in this Bid shall be deemed to have read, understood and expressly accepted all the terms and conditions relating to the Bid itself.

9.6. Separability.

In the event that any provision contained in this Tender is invalid or illegal, only that particular provision shall be invalid and, as such, the validity of the remaining provisions shall not be affected.

9.7. Interpretation

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

9.8. Applicable Legislation.

This procedure and any documentation, correspondence and agreements entered into between the RFEF and any Bidder in connection therewith shall be governed by and construed in accordance with the laws of Spain. Any and all disputes arising in connection therewith shall be submitted to the exclusive jurisdiction of the courts of Madrid capital, Spain.

Las Rozas, 26 July, 2022



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APPENDIX1

Lot 1 is offered by countries and lot 2 is offered together for all countries.

Name of Lot	Authorised territories included:
1.- Germany On an exclusive basis, free-to-air and encrypted	Germany.
2.- Austria On an exclusive basis, free-to-air and encrypted	Austria
3.- Belgium On an exclusive basis, free-to-air and encrypted	Belgium.
4.- Bulgaria On an exclusive basis, free-to-air and encrypted	Bulgaria
5.- Czech Republic On an exclusive basis, free-to-air and encrypted	Czech Republic
6.- Cyprus On an exclusive basis, free-to-air and encrypted	Cyprus
7.- Danish On an exclusive basis, free-to-air and encrypted	Denmark, Greenland and Faroe Islands
8.- Slovakia On an exclusive basis, free-to-air and encrypted	Slovakia
9.- Estonia On an exclusive basis, free-to-air and encrypted	Estonia
10.- Finland On an exclusive basis, free-to-air and encrypted	Finland
11.- French On an exclusive basis, free-to-air and encrypted	France, Andorra and Monaco. Additionally, rights may also be distributed in a non-exclusive way in French Overseas Territories
12.- Greece On an exclusive basis, free-to-air and encrypted	Greece
13.- Hungary On an exclusive basis, free-to-air and encrypted	Hungary
14.- Ireland On an exclusive basis, free-to-air and encrypted	Republic of Ireland
15.- Iceland	Iceland



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On an exclusive basis, free-to-air and encrypted	
16.- Italy On an exclusive basis, free-to-air and encrypted	Italy, San Marino and Vatican City
17.- Latvia On an exclusive basis, free-to-air and encrypted	Latvia
18.- Lithuania On an exclusive basis, free-to-air and encrypted	Lithuania
19.- Malta On an exclusive basis, free-to-air and encrypted	Malta
20.- Norway On an exclusive basis, free-to-air and encrypted	Norway
21.- Netherlands On an exclusive basis, free-to-air and encrypted	Netherlands
22.- Poland On an exclusive basis, free-to-air and encrypted	Poland
23- Portugal On an exclusive basis, free-to-air and encrypted	Portugal (including the islands of Azores and Madeira)
24.- United Kingdom On an exclusive basis, free-to-air and encrypted	United Kingdom
25.- Romania On an exclusive basis, free-to-air and encrypted	Romania
26.- Sweden On an exclusive basis, free-to-air and encrypted	Sweden
27.- Swiss On an exclusive basis, free-to-air and encrypted	Switzerland and Liechtenstein



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28.- Croatia On an exclusive basis, free-to-air and encrypted	Croatia
29.- Slovenia On an exclusive basis, free-to-air and encrypted	Slovenia
30.- Albania On an exclusive basis, free-to-air and encrypted	Albania
31.-Kosovo On an exclusive basis, free-to-air and encrypted	Kosovo
32.- Bosnia-Herzegovina On an exclusive basis, free-to-air and encrypted	Bosnia-Herzegovina
33.-Macedonia On an exclusive basis, free-to-air and encrypted	Macedonia
34.- Serbia On an exclusive basis, free-to-air and encrypted	Serbia
35.- Montenegro On an exclusive basis, free-to-air and encrypted	Montenegro
36.- Luxembourg	
37.- Regional lot Macedonia, Bosnia-Herzegovina, Serbia and Montenegro On an exclusive basis, free-to-air and encrypted	Macedonia, Bosnia-Herzegovina, Serbia and Montenegro
38- Regional Lot United Kingdom and Ireland On an exclusive basis, free-to-air and encrypted	United Kingdom and Ireland
39- Regional Lot Romania and Hungary On an exclusive basis, free-to-air and encrypted	Romania and Hungary
40.- Regional Lot Czech Republic and Slovakia On an exclusive basis, free-to-air and encrypted	Czech Republic and Slovakia
41.- Regional Lot Germany, Austria, Switzerland, Luxembourg. On an exclusive basis, free-to-air and encrypted	Germany, Austria, Switzerland, Luxembourg
42.- Regional Lot Finland, Denmark, Faeroe Islands,	Finland, Denmark, Faeroe Islands, Greenland, Iceland, Sweden, Norway



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Greenland, Iceland, Sweden, Norway On an exclusive basis, free-to-air and encrypted	
43.- Regional Lot Estonia, Latvia, Lithuania On an exclusive basis, free-to-air and encrypted	Estonia, Latvia, Lithuania
44.- Regional Lot Greece and Cyprus On an exclusive basis, free-to-air and encrypted	Greece and Cyprus
45.- Regional Lot Albania and Kosovo On an exclusive basis, free-to-air and encrypted	Albania and Kosovo



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APPENDIX 2

FORM OF THE LETTER OF THE BIDDER TO DRAW UP A BID AND FINANCIAL BID FOR THE ACQUISITION OF THE EXPLOITATION RIGHTS OF THE PRIMERA FEDERACION FOR THE 2022/2023, 2023/2024 AND 2024/25 SEASONS.

In, as of, 2022.

Mr / Ms, holder of Spanish ID Number (DNI)/Passport Number ,

Acting as

Acting in the name and on behalf of company

incorporated

in accordance with the laws of, with registered office inand

Tax ID Number

Hereby sets forth in this document:

(i) That, having thoroughly reviewed the Call for Tender of the Primera Federacion, issued by the Royal Spanish Football Federation ("**RFEF**"), the Company is interested in acquiring the Lot(s) detailed below so as to exploit the Audio-visual Rights of the Primera Federacion.

(ii) That the tendered amount is provided in euros and shall be understood to match the final net worth expressed in euros that will be available to the RFEF once all financial expenses, deductions, withholdings, fees and taxes are covered along with those arising from the financial transaction.

(iii) That regarding the feed of matches, the Company understands and agrees that the technical costs/expenses of access to the feed shall be paid to the RFEF or to whoever it indicates, in accordance with the terms laid down in the corresponding section.

(iv) That the Company understands and agrees all the terms and conditions governing this Tender and the future Contract with the RFEF.

Accordingly, the Company expresses and details the terms and conditions of its Bid:

1- CORPORATE DATA

Identification of the company and person who signs with sufficient powers

1.1.- On the company

Full name of the company interested in the tender

DOCUMENT BELONGING TO THE REAL FEDERACIÓN ESPAÑOLA
DE FÚTBOL



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

Full address

Tax ID Number

1.2.-Contact person

Contact person, name and position held in the company

Telephone

Email

2.- FINANCIAL BID

A bid is submitted for the lot:

NET FINANCIAL BID IN EUROS OFFERED FOR EACH SEASON

Lot number	2022/2023	2023/2024	2024/2025

Mr/Ms [Name and surname(s)]

Acting on behalf of [Name of company]

Date: [dd/mm/yyyy]

SIGNATURE:

CONTRACT FOR THE ASSIGNMENT OF AUDIO-VISUAL RIGHTS-EU-INTERNATIONAL

NOTE: For the award contract of betting streaming the clauses of this contract shall be replaced by the corresponding clauses of the tender on such audio-visual product.

In Las Rozas.....of2022

BY AND BETWEEN

On the one part, Mr.of full age, of Spanish nationality, with Spanish ID Numberand domiciled for these purposes in Ciudad del Fútbol Plaza Luis Aragones s/n, 28232 Las Rozas de Madrid.

On the other part, Mr....., of full age, of nationality, with Spanish ID Number....., and domiciled for these purposes at Ciudad del Fútbol Plaza Luis Aragones s/n, 28232 Las Rozas de Madrid.

APPEARING

The first of them, in the name and on behalf of the **SPANISH ROYAL FOOTBALL FEDERATION**, holder of Tax ID Number (NIF)and with registered office at Ciudad del Fútbol Plaza Luis Aragones s/n, 28232 Las Rozas de Madrid, by means of the power of attorney that he/she validly holds at present due to his/her role as General Secretary thereof,

Hereinafter, the "**RFEF**".

The second of them, in the name and on behalf ofholder to Tax ID Number....., and with registered office in the city of....., in....., by means of the power of attorney that he/she states to validly hold at present due in his/her role asthereof

Hereinafter, the "**OPERATOR**" and/or the "**AWARDEE**".

The parties acting herein, in accordance with the statements of their representatives, acknowledge each other the sufficient legal authority to sign this document, and to such effect,

STATE AND DECLARE

First.- That the RFEF is the entity marketing the audio-visual rights of the clubs taking part in the competition named Primera Federacion, in accordance with that laid down in Royal Decree-Law 5/2015, amended by Royal Decree Law 15/2020.

Second.- That the OPERATOR is a company related to the audio-visual sector.

Third.- That the RFEF is interested in assigning and authorising the OPERATOR to exploit the rights of audio-visual content of certain matches of the PRIMERA FEDERACION competition, which are detailed and specified in this contract for the 2022/23, 2023/24 and 2024/25 seasons (hereinafter, the "**Competition**").

Fourth.- That, given the common interest of the parties acting herein, they agree to sign this **CONTRACT FOR THE EXPLOITATION RIGHTS OF AUDIO-VISUAL CONTENT** (hereinafter the "**Contract**"), that shall be governed by the following,

CLAUSES

One.- Participating teams and competitions.

1.1.- The Primera Federación competition corresponds to the category classified by the RFEF and for the purposes of the Federation as non-professional. It is a new category created in the 2021/22 ranked between Segunda División B (Segunda Federacion for commercial and branding purposes) and Segunda Division of the professional competition.

It is an official state-wide competition organised entirely and exclusively by the RFEF.

In the 2022/2023 season the category shall comprise 40 clubs/teams divided into 2 groups of 20 teams each. The assignment of the clubs to one of the two groups shall be based, essentially, on geographical criteria.

The competition model foresees that due to external circumstances (e.g. force majeure or similar) or sporting assessment of the competition, the groups may be divided into subgroups in order to finish off the competition or to improve its competitive nature and social impact.

Where the division of the competition into subgroups is not for reasons of force majeure or similar reasons, the awardee shall be entitled to terminate the contract.

In the 2021/22 season and following the 40 teams in the competition shall be made up of the 26 teams that had already competed in that category the previous season and did not occupy relegation or promotion positions, joined by a further 10 teams that shall be promoted from Segunda División B (Segunda Federacion) and the four teams relegated from Segunda División.

1.2.- Regular phase and playoff

Primera Federacion RFEF shall comprise 40 clubs, divided into two groups of 20 teams.

The competition shall take place in two phases, of which, the first will correspond to the regular phase and the second to the Play Off of Primera Federacion.

I. Regular Phase.

It shall be set over a total of 38 matchdays in which the participating clubs will meet for the home-and-away matches through a points system, setting the final classification according to the points obtained by each of the clubs, with three points per winning match, one per drawn match and zero per game lost.

Clubs that qualify first of each of the two groups will directly move into the National League Championship of Segunda División.

Clubs that qualify second to fifth of the two groups will participate in the Play Off of Primera Federacion.

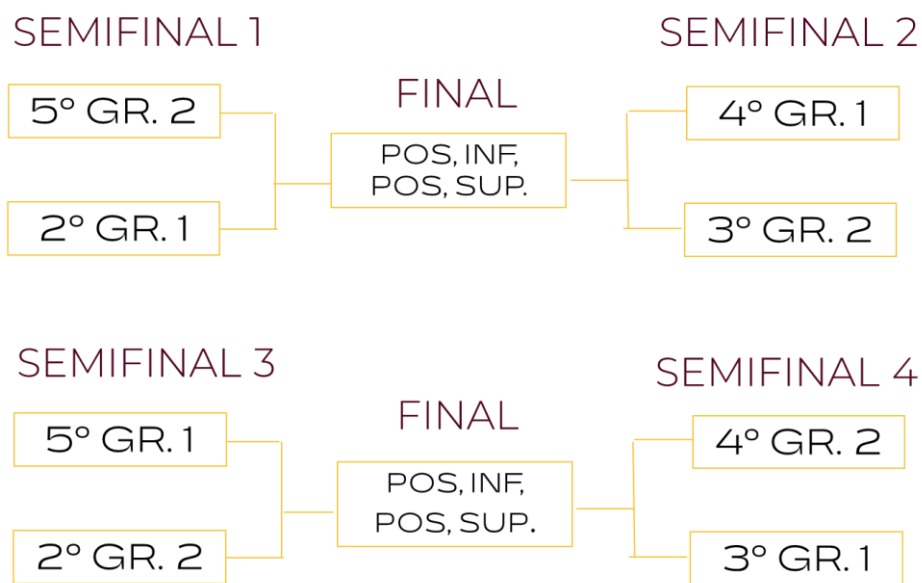
Teams placed 16th to 20th of each of the groups shall be relegated to Segunda B (Segunda Federacion).

II. Play Off of Primera Federacion.

This will be developed through the direct elimination system, as set forth in the General Regulations, with each knockout round being played on a two-legged basis.

The eight teams who finished between second and fifth place in each one of the group stages, playing against teams from another group.

The matches will consist of two legs forming the semi-finals, with the first leg being played at the home ground of the team that finished lower in the league season, with the draw for the matches remaining as follows:



In the Play Off matches for the Primera Federacion that will be played in the knockout round will be arranged as follows:

1. The winner will be the team that, after the final whistle of the return leg, has attained the greater difference of goals in its favor, calculating this by subtracting those conceded from the total scored over the two matches.
2. Should the match end as a score-draw over the two legs of the knockout, extra time will be played of 30 minutes divided into two halves of fifteen minutes each one. Once extra time has concluded, the winner will be the team that has scored the most goals during extra time.
3. If upon the conclusion of extra time, both teams had scored the same number of goals or there had been no score, the winner will be the highest placed team in the standard league season.

The two teams that win each one of the finals will be promoted, along with the teams that finished first in each group, to the Second Division, whenever these meet the corporate and economic criteria set forth by the National League of Professional Football for their incorporation into said Second Division, or the Convention entered into between the same and the RFEF, as well as the terms provided for in the Sports Law, and the legal provisions as they affect Sporting Limited Companies, being duly applicable, should the promotion

be subject to a veto, the rules and principles contained in the RFEF's General Regulations.

This competition system shall apply without prejudice to the extraordinary rules approved in exceptional cases derived from COVID-19.

It includes a possible match to decide the champion of Primera Federacion between the first two teams, either through a one-off match at a neutral ground or two home and away games, both organised by the RFEF.

1.3.-In any of the seasons covered by the contract, the competitive system and the competition phases, as well as the number of matchdays may be modified due to force majeure, with the Delegate Committee of the RFEF Assembly being responsible for determining the new competition rules in order to adapt these to the grounds of force majeure that may arise during the time in which they persist in whole or in part.

In any case, if for reasons of force majeure or by agreement of the RFEF with the favourable report of the awarded operator in Spain, a competitive system in subgroups format is set, this model would be based on creating two subgroups of 10 in each group (also based on geographical criteria) that would play a regular league through a one-off match where the teams that finish in the top five of each subgroup would play a second phase, also based on a one-off match, and including the points obtained in the first phase, the purpose of which would be to determine the winner that would be automatically promoted to Segunda División and the classification of the teams to dispute the playoffs for promotion from among the teams that finish from second to fifth place.

Those classified in the sixth to 10th positions of the initial phase would play a second phase involving a one-off match with those classified in the same position in the other subgroup of their group, to determine the five teams that would be in the lower positions and would be automatically relegated to Segunda Federacion. In this second phase of the relegation group, the points obtained in the first phase would also be carried over.

Second.- Scope of the assignment

For the purposes of this contract, the RFEF assigns to the OPERATOR the exploitation of broadcasting rights of all matches of the PRIMERA FEDERACION in accordance with the following conditions:

1.- Broadcasting territory:

2.- Exclusivity

Exclusive right to live broadcasting of at least two (2) of the live of all clubs participating in the competition matches.

The exclusivity mentioned in these rules does not affect the right of the clubs participating in the matches to be able to record images for the mere internal purposes of technical analysis of the matches and their use for training purposes and monitoring of their own players or those of opposing teams. The granting of permission or refusal of permission in respect of such recordings shall be the responsibility of the team playing the match as the home team.

Neither does the exclusivity prevent participating clubs and the RFEF from recording and broadcasting images of moments before or after the match, of the benches, as well as any other image that is not of the match being played on the field of play.

3.- Broadcasting guarantee

The operator guarantees the live broadcasting of at least two of the available games of each matchday.

The broadcasting shall be open or encrypted via a traditional television feed (DTT) or via cable, satellite, Hertzian waves, ADSL or IPTV, Internet (including OTT format), WiFi, 3G, 4G technologies and future generations, mobile portals, websites, and/or streaming, as well as any other system or modality existing or to be developed in the future and on any device. This includes the segment known as Horeca, which includes hotels, bars, cafés and restaurants.

4.- Sub-licences

The operator may grant sub-licences with the prior and express authorisation of the RFEF, and the sub-licensor must guarantee compliance by the sub-licensee with the obligations established in the lot and ensure that the sub-licensee complies with all the conditions established for bidders in accordance with the provisions of this contract.

When applying for the sub-licence, the channel and its audience shall be detailed, and such application must be made at least 10 calendar days prior to the broadcast date of the matches to be sub-licensed.

The RFEF shall reply to the application within five calendar days of receiving all the complete documentation necessary to analyse the application and in the absence of a reply within the period indicated, the application shall be considered to have been granted. If the RFEF refuses authorisation, reasons must be given.

5.- Delayed broadcasts

The operator may broadcast deferred matches in an unlimited and non-exclusive way for each match in its entirety, after its recording and within the season in which such matches are played.

Three.- Scope of conferred rights.

3.1. Audio-visual rights may only be exploited:

- a) Within the Territory of XXXXXXXX, over the term of the Contract (defined in clause nine).
- b) In any language, preferably the official one or official of the territory.
- c) Through any of the designated Channels or Supports

3.2. The Audio-visual Rights granted include, inter alia, the following:

- a) Right of fixation, reproduction, provision and public communication of the Competition, for its broadcasting in the terms previously stated;
- b) "Right to secondary exploitation", this being understood as the use of extracts, brief summaries, clips, fragments, frames of images, sounds and audio-visual recordings of the Competition, for their subsequent fixation, reproduction and public communication in the Operator's programming, and for its use in merchandising and advertising campaigns concerning the Competition.

3.3.- Non-exclusive rights: the OPERATOR expressly recognises that the RFEF, the Participating Teams and/or third parties hold the following rights:

a) Clubs taking part in the competition that have their own distribution channel dedicated thematically to the sporting activity of the participating club or entity and that have a DTT television licence may broadcast the match solely and exclusively on that television channel both live and deferred in its entirety and/or highlights of the match. In the case of the live match, they shall be able to do so for those matches they play as the home team.

In the event of broadcasting the full match on a delayed basis, they shall be able to do so both when they play as the home team and when they play as the away team.

For a delayed broadcast, a minimum of 12 hours must elapse from the end of the match, unless that game was also broadcast live as a home match, in which case it can be broadcast at any time.

In all cases clubs must guarantee that the live match can only be watched within the territory of Spain.

b) The RFEF and the Clubs playing the matches both as home and away teams shall be able to produce image clips on their official profiles on the Social Media apps, RFEF branded channels or those of the clubs on digital platforms (YouTube and similar) and the clubs' official websites. Such use shall be restricted to five (5) minutes in total, and its publication after the end of the match. These highlights may be published worldwide.

c)The RFEF reserves the right to authorise Sponsors and/or Official Suppliers of the Competitions to use images of the Competition on the Sponsor's own platforms to promote their association with the Competition. The RFEF may also use the images of a match as a technological support for video-referring and/or for training purposes.

d)The Clubs that play matches as the home team and the RFEF, when the match is organised by it and/or is played on a neutral pitch, reserve the right to exploit the live feed, within the facilities where the sporting event takes place, of the audio-visual television feed corresponding to this event.

e)Exploit the broadcasting through voiceovers and/or commentaries on the development of each match via radio channels.

3.4.- The RFEF and participating clubs may make use of the right to archive all matches of the competition and any digital files including tokens or NFTs. Clubs playing home matches shall also have the right to archive the matches they play and may make use of them. In this regard, once the term of the corresponding marketing contract has expired, the OPERATOR shall be obliged to return to the RFEF or destroy any material generated as a result of the exploitation of the awarded lot, as well as any information held by virtue of the marketing contract, which may lead to an improper use of audio-visual rights beyond the term of the corresponding contract.

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

Once the term of the marketing contract has expired, where appropriate, the RFEF and the participating Clubs/SAD, shall hold all the intellectual property rights over all the audio-visual content and recordings (files) that have been produced, and may be exploited in any medium or means, without any limitation whatsoever in a worldwide territorial scope for the maximum period of validity of such rights.

The Clubs' co-ownership of the Intellectual Property Rights of the Competition and the right in favour of the same of the intellectual property rights over all the contents and audio-visual recordings (files) that have been produced is recognised, exclusively, in favour of the Clubs whose rights have been commercialised through these Rules in the specific competition to which the same affects and when they play the match as the home team. And specifically, co-ownership in the Intellectual Property Rights of the Competition and the right in favour of

the Clubs of the intellectual property rights over all the contents and audio-visual recordings (files) that have been generated.

3.6.- The broadcasting of the images referred to in section 3.4 a), b) and d) implies the right of the RFEF and/or the clubs to reproduce said images, but not to exploit them, without, therefore, being able to transfer said images to any third party.

3.7.- Rights that are not expressly granted in this bidding process, such as exploitation in other territories, betting, etc., are excluded from this process.

Four.- Calendar and times. Choosing the operator.

1.- Calendar of dates and times:

The definitive dates and times for each match shall be determined by the RFEF.

For guidance purposes, the matches are played at the following times:

-On weekends:

Saturdays and Sundays between 11:00 a.m. and 11:30 p.m. Occasionally and, when competition or infrastructure needs so require, they may be played, with the express prior authorisation of the RFEF, on Friday between 7:00 p.m. and 11:30 p.m.

-On weekdays:

When the match is played during the week, the RFEF shall designate the dates and times of the matches so that the calendar can be configured respecting the different rules that influence it (three-day break between matches, etc.). Indicative start times are Tuesday, Wednesday and Thursday between 7:00 p.m. and 11:30 p.m

All times refer to the time of the city of Madrid (Spain).

The RFEF reserves the right to change the dates and times of the matches.

In cases of postponement or suspension of matches, the RFEF shall be responsible for setting the new date for the holding of such matches.

2- Available matches and selection thereof by the awardee.

The RFEF shall notify the awardee of the available matches for each matchday of the competition at least 10 calendar days prior to each matchday in the regular phase and within two days following the draw for the playoffs.

The awardee must select from the matches offered by the RFEF at least four days prior to the

match.

Five.-Feed.

The operator shall pay the RFEF or whoever it indicates for the technical costs derived from sending the live feed incurred by the RFEF. This audiovisual signal will be available in clean feed format or as an international signal with Spanish graphics.

These costs are independent from the price of the contract and may not be compensated, under no circumstance, with the final price paid for the award of rights.

The technical costs derived from sending the live feed from the location established by the RFEF in Spain to the international operator shall be borne by the latter, although the RFEF (or the company it designates) shall apportion the technical costs that may be common to sending these feeds to different international operators.

The Awardee shall be able to customise the production delivered by the operator in Spain or by the RFEF according to their preferences through the use of voiceovers, commentaries and appearances by their announcers, narrators and commentators. If the Awardee requires any on-site service, this service shall be provided by the Host Broadcaster of the match, in accordance with a rates sheet made available to the Awardee. These services include, inter alia, distribution, TV Compound, equipping the commentators' positions, etc.

Six.- Use of brands and requirements of publicity.

6.1.- OPERATOR's use of the brand.

To communicate a unified and consistent branding and image of the Competition, the Awardee shall be required to use the official headlines, banners and graphics of the Competition, as well as its Brands, as provided and required by the RFEF (including any television studios and scenery), the use and design of which must be previously approved by the RFEF.

To promote and advertise its broadcasts, the Awardee has the non-exclusive right and the obligation to make use of:

- the name of the RFEF, as well as the name of the Competition.
- the logo of the RFEF and the Competition.
- the competition logo on the bumper for the playback of replays.

All the distinctive signs of the Competitions and/or of the RFEF and/or of the clubs to be used by the Awardee for the promotion and/or broadcasting of the Competitions shall be provided by the RFEF, and/or expressly approved by this Royal Federation prior to their dissemination and/or publication. No use may be made of distinctive signs that refer to the Competitions or to the RFEF which do not comply with the format and/or the express indications set by the RFEF.

The Awardee cannot carry out advertising inserts for sports entities other than the RFEF or without the latter's authorisation, nor for business or general associations that pool together sports entities.

The Awardee shall be able to customise the broadcasting of the matches according to their preferences, through the use of voiceovers, commentaries and appearances of their announcers, narrators and commentators. They cannot personalise the image of the game beyond what is indicated in this paragraph, but they may add content and recorded images unilaterally when this has been previously agreed with the RFEF.

The RFEF shall notify the awardee of the title sponsor of the competition and the awardee shall be obliged to apply the correct naming and logo of the title sponsor and of the competition during broadcasts.

6.2.- Interviews

The clubs shall make their best efforts to ensure that player interviews are conducted with the sponsorship backgrounds provided by the RFEF.

6.3.- Opportunities and commercial obligations.

6.3.1.- General conditions:

The Awardee cannot enter into advertising contracts with entities involved, in full or in part, in the production, sale and/or distribution of products and/or services that fall into the category of "sports brands of any kind".

By the same token, under no circumstances may the Awardee broadcast advertising that may lead to the belief that there is a collaboration and/or association of said advertiser with the RFEF, its Primera Federacion RFEF competitions, participating Clubs and their respective players. It will not appoint a sponsor for programming or contents related to the RFEF and/or to the Competitions, in such a way that it is understood that they sponsor the RFEF, the Competitions and/or the participating clubs.

In addition, the RFEF and/or the clubs are entitled to carry out activities that include, inter alia, half-time competitions with the participation of fans in the stadium, promotional advertisements placed on the field of play at the beginning, half-time and end of the match, without this implying a violation of the Rights granted to the Awardee.

6.3.2.- 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 the match and that are located at specific points within the Stadium (for example, stands, advertising media,

static billboards, etc.), the Awardee acknowledges that the RFEF may exclusively use these instruments to reproduce digital advertisements for advertising purposes. As such, the Awardee undertakes not to change the content of the digital instrument, unless the displayed advertisement is contrary to the applicable legal provisions of the Authorised Territory of the Awardee (for example, if the advertisement placed on the digital instrument in connection with tobacco and tobacco advertising is strictly prohibited in the Authorised Territory). In this case, the Awardee must notify the RFEF without undue delay and, in any case, within forty-eight (48) hours from the time the RFEF disclosed the list of sponsors to be placed on the digital tools. The Awardee agrees to hold harmless RFEF from any liability arising from the Awardee's failure to notify the RFEF of the incompatibility of the national legislation of the Authorised Territory with the virtual advertisements placed on the digital tools, including, but not limited to: damages, penalties, fines, emerging and/or indirect damages.

6.3.3.-Information:

The Awardee is hereby informed, understands and accepts that the entities related to the information sector in its territory (news) may have access to report on the progress of the Match.

Seven.- Obligations of the RFEF.

In accordance with the purpose of this Contract and additionally to all other obligations contained in the clauses thereof, the RFEF commits itself to:

- a) Protect the good name of the OPERATOR;
- b) Ensure the full and peaceful exercise by the OPERATOR of the Audio-visual Rights in the terms set forth in the Contract;
- c) Have the necessary powers to assign the Audio-visual Rights in accordance with the terms and conditions set forth in this Contract;
- d) Ensure that the exercise of the Audio-visual Rights by the OPERATOR does not infringe the rights of third parties, the current rules of FIFA, UEFA and the regulations of the RFEF or other relevant sports organisations; and
- e) Ensure that the Competition is played as from the Start Time, except in cases of force majeure and/or reasons not attributable to the RFEF.

Eight. - Obligations of the OPERATOR.

8.1.- In accordance with the purpose of this Contract and additionally to all other obligations contained in the clauses thereof, the OPERATOR commits itself to:

- a) Protect the good name of the RFEF, the Competition, the Participating

- Teams and players and all other people who form part of it, in the exercise of all Audio-visual Rights;
- b) Put into effect the funds in accordance with clause ten;
 - c) As to the use of the Brands and/or distinctive signs of the RFEF and or the Competition, the OPERATOR commits itself to comply with that indicated in the Style Book provided by the RFEF for such purpose.

8.2.- In the broadcasting of the Competition the OPERATOR is committed to:

1.- Ensure that the Rights are accessible exclusively within the Territory and undertakes to implement all those security measures, such as encryption of signals or geo-blocking system, DRM systems, to prevent them from being accessed from outside the Territory and/or illegally, and shall comply with Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017 on cross-border portability of online content services in the internal market.

With regard to content accessible via the Internet or any other equivalent broadcasting medium, the operator who exploits the aforementioned audio-visual content must undertake to implement all those measures that prevent the copying, storage, conservation or sending of any of the audio-visual content acquired, as well as to use a system that prohibits access or viewing from outside the Territory.

Any broadcasting via the Internet must:

- Take place using only standard formats of websites or applications;
- Not use formats allowing downloads; and
- Use standard technology of the sector on digital rights management to avoid broadcasting or distribution of contents outside the Territory.
- Implement all those measures that prevent the copying, storage, conservation or sending of any of the audio-visual content acquired, as well as to use a system that prohibits access or viewing from outside the Territory that broadcasts the content.

Nine.- Term.

The term and effect of this Contract is set as from the date of signature and up to 30 June, 2025. Once the term is met, the Contract will be automatically terminated with no need for prior notice.

Ten.- Price and means of payment thereof. Guarantee.

1.- The OPERATOR must pay the RFEF under this Contract and under the item of financial consideration for the Audio-visual Rights conferred, a total amount of €..... plus VAT.

2.- The Operator shall comply with its payment obligations detailed in this clause in accordance with the following payment schedule:

2022/23 Season

30 September 2022

30 December 2022

30 March 2023

2023/24 Season

30 September 2023

30 December 2023

30 March 2024

2024/25 Season

30 September 2024

30 December 2024

30 March 2025

The amounts referred to in the previous section shall be paid via bank transfer to the account provided by the RFEF for such purpose, upon the prior issuance of the corresponding invoices 30 days in advance.

Delays in payment of any of the amounts agreed with the Operator shall entail the right of the RFEF, upon prior request, to impose late interest equivalent to the legal interest rate, increased by three percentage points. Payment obligation is considered to be an essential obligation of the contract.

4.- Costs derived from sending the feed of matches (technical costs clause 5) shall be invoiced on a monthly basis to the operator, who shall pay them to the RFEF or the company it designates to provide such service, within 15 days as from the receipt of the invoice.

Eleven.- Intellectual and industrial property rights. Use of Brands.

The RFEF shall co-own all audio-visual, Property, Industrial and marketing rights of the Competitions, the brands and distinctive signs thereof. All of this is without prejudice to the non-exclusive use made by Clubs and/or SAD of the content originated from matches, in accordance with the provisions of this contract.

The OPERATOR shall have no right to the images of matches or highlights, except for those

rights described in this Contract.

The RFEF expressly authorises the OPERATOR the non-exclusive and non-transferable right to use and/or reproduce and/or insert the image and/or trade name and/or Brand and/or any other distinctive sign inherent to the Competition, for the exclusive purposes and in the terms indicated in this Contract and only during the term thereof.

Except as provided in the above paragraph, none of the statements made in this Contract involve the assignment of any industrial or intellectual property rights owned by the RFEF, except authorised expressly or in writing by it, for a different purpose than that agreed in this Contract.

Brands must be used in accordance with the Style Guide provided by the RFEF for such purpose and protect in any case RFEF's appearance.

The OPERATOR may request the RFEF to review the promotional materials, by submitting simulations or samples thereof, provided that, once they have been approved by the RFEF, their use cannot be modified in the Competition.

The OPERATOR shall submit as soon as possible to the RFEF all additional materials or information that is so reasonably requests with regard to any review request submitted by the OPERATOR. If the RFEF informs in writing to the OPERATOR its disapproval on the way it has used the Brands, the OPERATOR will not be able to use such Brands in such way if such use contravenes the provisions of the Style Guide.

Likewise, the OPERATOR shall be liable to the RFEF for the non-compliance of the obligations derived from this clause by its employees, representatives, contractors, agents and, where appropriate, sublicensees.

Twelve.- Services in the interest of the operator.

12.1.- The RFEF shall make its best efforts to provide the OPERATOR, for its use, with such services and facilities as may be necessary for the correct production and personalisation of matches, such as commentary positions, facilities for presentations, unilateral camera positions and other technical facilities (cable feedthroughs and similar) that are normally provided for the production of the television coverage of matches.

12.2.- In each case, the availability of any and all of the services and unilateral facilities, and its use by the OPERATOR shall be subject to the following conditions:

- a) the prior notice in writing of the OPERATOR on the requirements of such facilities and services as soon as possible;

- b) security and planning restrictions, real availability of space and facilities in Stadiums.
- c) guidelines of the RFEF applicable to the use of each service and audio-visual facility;
- d) compliance at all times by the OPERATOR and its staff of the RFEF's rules, in particular, applicable rules and regulations of security and accreditation; and

All facilities required, as well as the availability and use thereof, are subject to factors such as the space available and facilities, order of priorities for the purposes of arbitration, compliance of the reservation procedures required, considerations with respect to security and being subject to the costs of the list of market price rates.

Thirteen.- Permits and authorisations.

The operator shall obtain at its sole account and expense the permits and authorisation that, where appropriate, are necessary for the correct and full execution of this Contract.

The RFEF shall give the operator the accreditations required for the correct audio-visual production of each match.

Fourteen.- Force majeure, non-compliance and termination.

14.1.- Force majeure.

The parties express their will to keep the contract in force when a force majeure event takes place such as floods, strikes, riots and other natural, human or technical constraints beyond foreseeable human control, care and diligence of contractors or its members.

Therefore, the interruption or suspension of the services of the parties throughout the force majeure situation will not be considered to be a breach. Suspension will only affect those services that cannot be developed because of the force majeure event.

If force majeure events take place, the parties shall adapt the contract so as to adjust it to the new circumstances for the duration of the force majeure event.

The contract will only be terminated when it turns out to be true that it cannot be fully executed in the future.

14.2.- Breach.

Total or partial breach of the obligations undertaken by the parties acting herein by virtue of this Contract will empower the other party to request the faithful and compulsory compliance thereof in the terms set forth below and, failing this, or in case of irremediable

breach, to be able to urge the termination of this Contract and request the pertinent compensation for liquidated damages.

Once breach of any of the obligations laid down in this Contract takes place, the party affected by such breach must demand the faithful compliance of such obligation, having to give notice and faithfully require (notices shall be valid when made via burofax/registered letter with acknowledgement of receipt or email to the address indicated in clause nineteen to the breaching party so that, within a limit not exceeding three (3) calendar days from such notice, it corrects the non-compliance.

After such time elapses without having corrected the non-compliance and/or having agreed its compensation, this Contract shall be automatically terminated.

If the correction or compensation required or the conventional termination takes place, the breaching party shall be additionally liable for the liquidated damages caused to the affected party because of the breach.

Without prejudice to the foregoing, the RFEF may urge the unilateral and immediate termination of this Contract, with no need for a prior correction requirement, if the OPERATOR incurs in any of the following:

- a) When the company has been criminally declared as liable for conduct detailed below and / or whichever company whose directors or representatives either *de facto* or legally appointed, when their post or representation remains valid, had been convicted through a final ruling issued by the Courts or Tribunals for any of the following crimes: terrorism, founding or forming part of a criminal organization or group, unlawful association, illegal financing of political parties, human trafficking, corruption in business matters, influence peddling, bribery, fraud, crimes against the Public Treasury and Social Security, crimes against employees, malfeasance, embezzling, business areas forbidden to civil servants, money laundering, crimes relating to territorial and town planning, the protection of historic heritage and the environment, or the special disqualification from exercising a trade, industry or enterprise.
- b) Declaration of insolvency and/r bankruptcy
- c) Non-fulfilment of obligations with regard to the payment to the Tax Agency and/or Social Security in Spain.

14.3.- The RFEF may also terminate this Contract if the operator fails to pay two price instalments, whether consecutive or non-consecutive or the technical costs. Besides from termination, the RFEF may request the operator to pay the amounts it stopped paying and

the direct and indirect damages caused by such lack of payment.

14.4.- Given that we are dealing with a newly created competition that has only been ongoing for one season, the RFEF reserves the right to return to the previous model of non-professional competitions (2B or Segunda Federacion and Third Federacion only) in the event that the Primera Federacion does not meet the competitive and sporting objectives of its creation.

In such a case, the contract shall be automatically terminated due to the supervening loss of its purpose, and the awardee shall be entitled to the value of the unamortised investment according to the amortisation plan set out in the proposal and attached to the contract, without being entitled to any further claims for such termination.

Fifteen.- Assignment and sublicenses

The rights acquired and obligations undertaken by the Operator hereunder are personal and therefore cannot be assigned, transferred or otherwise disposed of to third parties without the prior and express written consent from the RFEF.

If the operator is interested in granting sub-licences the process provided for in clause two shall apply.

Sixteen- Declaration of non-association.

The content of this Contract in no way shall involve the creation of any kind of company and/or association between the parties acting herein, and it is absolutely forbidden for neither of the parties to represent the other and vice versa.

Seventeen.- Confidentiality.

This Contract is confidential and, as a result, the parties acting herein undertaken not to disseminate and/or disclose and/or communicate its existence and/or its content to third parties (natural and/or legal) not related thereto, without the prior authorisation of the other parties acting herein, with the exception, as a general rule, those matters where information has to be disclosed by mandatory provision (either legal, judicial or as indicated by the National Commission on Financial Markets and Competition of Spain (CNMC), extending temporarily such obligation, not only to the period of validity set forth in clause seven, but also indefinitely after its conclusion and subjectively to all people (directors, advisors and employees of the parties acting herein) that on the grounds of their status or position, have had access to the content thereof. It all except legal requirement, express requirement of the competent authority or prior and express consent of the counterparty.

Eighteen.- Personal data.

Parties expressly undertake to comply with the obligations on data protection set forth in Organic Law 2/2018 of 5 December on Personal Data Protection and Guarantee of Digital Rights that covers EU Regulation (EU) 2016/579 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

In particular, the parties undertake not to apply or use data managed under this contract with a purpose other than that of this contract, and they will not report them, not even for their preservation, or assign them to other persons aside from the circumstances expressly allowed by the Regulation.

The parties shall comply at all times with the technical and organisational measures provided for in the existing rules on data protection.

Once the contractual relationship ends, the parties undertake to return personal data or destroy them, where appropriate, in the terms provided for in the existing rules.

Both parties undertake to maintain professional secrecy with regard to the personal data provided and this obligation shall continue to apply after the termination of the contractual relationship.

Nineteen.- Domiciles for notification purposes.

The parties acting herein state that any notices that are to be made during the term of this Contract, shall be formalised in writing and sent in a reliable way to the counterparty, at the following addresses:

REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

Mr

Plaza Luis Aragones s/n, 28232 Las Rozas de Madrid

Tel. +34 91 495 98 00

Fax. +34 91 495 98 01

Email:

OPERATOR

Name:

Address:

E mail:

Twenty- Other guarantees.

20.1.-The OPERATOR ensures the RFEF:

- a) That there is no existing agreement or contract through which it has paid or is to pay, directly or indirectly, any additional amount for the signing of this Contract to any of the managers or employees of the RFEF; and
- b) If the OPERATOR becomes aware of any information concerning the existence of any of such payments, it will inform immediately to the RFEF.

20.2.-The RFEF ensures the OPERATOR that it is up-to-date with all its obligations regarding the public finance or social security.

20.3.- The parties ensure each other, taking responsibility for the veracity thereof, as from the date of signature of this Contract and up to the end of the Period of Validity of the Contract, the following

- a) That they are free to sign this Contract and are authorised for the signature of this Contract and that their board of directors or the competent governing body (as the case may be) have taken all the measures in accordance with the law of its place of incorporation, the deed of incorporation or corporate bylaws or corporate resolutions to authorise the execution of this Contract and the effective performance of the transactions covered therein;
- b) That they will act at all times in accordance with the highest professional standards in sports for the purposes of protecting the purpose and value of the contract.

Twenty-one.-

21.1 Criminal Responsibility.

21.1. Private corruption.

The parties state that, the signature of this Contract has taken place in accordance with the particular needs of each party and only based on the commercial criteria thereof, and that such Contract has not been signed as a consequence of an unsupported promise, offer or concession made by any of the parties, or benefit or advantage of any nature that may have favoured the contractors or other third parties.

21.2. Crime prevention measures.

The OPERATOR and the RFEF state that their action in the scope of this Contract shall be governed at all times by the principles of contractual good faith and properly subject to the Law, in such a way that they will not participate or collaborate in any conduct that may constitute a crime according to the legal system.

Both parties commit to report any suspicious action that may constitute a crime.

The parties expressly undertake to report at all times before the competent police

and/or judicial authorities any behaviour of either dependent natural persons or natural and/or legal persons with whom it has a direct or indirect relationship as a result of the execution of this Contract, and that may be considered to be a crime in accordance with that provided for in the Criminal Code.

In the case foreseen in the previous paragraph, the parties shall collaborate as far as possible with police and/or judicial authorities to clarify the criminal responsibilities emerging from the events reported.

21.3. Contractual non-compliance.

If any of the contracting parties and/or any of the natural persons that conform or depend thereof exercises a behaviour that may be considered to be illegal or imply a criminal responsibility, it may constitute a contractual breach and, therefore, become a reason of termination of this Contract, giving rise to the compensation that may result for liquidated damages.

21.4. Performance standards.

The Parties guarantee one another that they will do every effort to ensure that their managers and employees do not perform any action that can reasonably be considered to discredit the other Party, or carry out statements against the other Party, and/or statements that publicly influence in a negative way the other Party.

21.5. The Parties guarantee one another that they will do every effort to ensure that their managers and employees do not perform any action that can reasonably be considered to discredit the other Party, or carry out statements against the other Party, and/or statements that publicly influence in a negative way the other Party.

21.6. Likewise, Parties undertake, during the term of the Contract, not to carry out any acts or omissions that may negatively affect the image or standing of the other Party.

Twenty-two. Independence of the parties

Nothing contained in this Contract shall be considered to constitute an association, joint venture or agency between the parties of the Contract, or a type of company, or joint account contracts, and the **OPERATOR** shall not hold the status of representative of the RFEF.

Twenty-three.- Compliance.

The parties are familiar with and absolutely share the ethical and responsibility principles that integrate their corporate governance systems and they undertake to fully respect the current legislation and the internal rules of conduct, in particular, the Code of Ethics of the OPERATOR's supplier (**INSERT LINK OF THE OPERATOR, WHERE APPROPRIATE**), in the scope of the collaboration to which this agreement refers; and in the RFEF's website with regard to its corresponding Regulatory Compliance Code

and to its Code of Ethics:

https://rfef.es/sites/default/files/pdf/codigo_etico_rfef_28_05_21_vf.pdf

https://www.rfef.es/sites/default/files/pdf/codigo_de_cumplimiento_normativo_aprobado.pdf

With regard to this, the parties undertake to do their best so that their members, employees, are familiar with the ethical and social responsibility principles of each of them.

The RFEF states to receive and allocate the contribution in accordance with the lawful purposes of this Contract and not as bribery to influence in decision making or to ensure any kind of unfair advantage.

Non-compliance of any of the obligations undertaken in this clause shall be considered to be a serious breach of the Contract and, therefore, empower the party not in breach to terminate it automatically, without prejudice to any additional measures to which it is entitled in accordance with the law or this Contract, to defend its interests.

Twenty-four.- Applicable jurisdiction and venue.

24.1.-This Contract shall be construed in accordance with the current laws applicable in the Kingdom of Spain.

24.2.-The parties acting herein, expressly waiving their own jurisdiction, if any, undertake to appear before the Courts and Tribunals of the City of Madrid, to settle any disputes that may arise in the interpretation and/or application of this Contract.

And, in witness whereof, the parties acting herein sign and initial this Contract, in two copies, each equally binding, in the place and date indicated ut supra.

By the RFEFF

By the Operator