

LEGA SERIE A MEDIA RIGHTS

GENERAL TERMS AND CONDITIONS
OF THE LICENSE AGREEMENT

Date of release: 2 August 2023



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In these General Terms and Conditions (GT&C) all terms and expressions in capital letter shall have the meaning laid down in Appendix 1 (words importing the singular also include the plural and vice-versa, as applicable). The Appendixes are integral and substantial part of these GT&C.

1. Grant of Rights

- 1.1 Subject to the payment of the Consideration and the strict fulfilment of all other Licensee's obligations provided hereunder, Lega Serie A grants to the Licensee the Rights to be exploited only throughout the Licensed Territory, during the Term, through the Authorised Platform(s), on the Authorised Channels and in the Authorised Language(s), in strict compliance with all terms, conditions and limits set out in the License Agreement.
- 1.2 Lega Serie A grants to the Licensee exclusively the Rights strictly listed and specifically described in the License Agreement, subject to all limitations and further conditions under the License Agreement. The Licensee acknowledges that these limitations and conditions are mandatory and cannot therefore be modified either by virtue of established practices or by way of interpretation and that any amendments must mandatorily result from a written agreement duly signed by Lega Serie A in order to be valid and enforceable against it.
- 1.3 "Exclusive", with respect to the Rights which are expressly so identified in the License Agreement, means that Lega Serie A will neither directly exploit nor grant such Rights to any other party in the relevant Licensed Territory, if not otherwise provided by any applicable law or by the clauses and conditions of the License Agreement.

2. Rights limitations

- 2.1 As specified in clause 1.2, any rights not expressly mentioned as part of the License Agreement are excluded from the Rights and may be exploited without restrictions either by Lega Serie A itself, by the Clubs and/or by third parties, including other licensees of Lega Serie A, in all territories of the world.
- 2.2 Without limiting the generality of the foregoing, the Licensee in particular acknowledges and accepts, also on its Sub-licensee(s)' behalf, that the following rights are expressly and exclusively reserved by Lega Serie A, are therefore excluded from the licensed Rights and may not be exploited by the Licensee and/or its Sub-licensee(s), unless otherwise and expressly provided in the License Agreement.

(i) Betting Rights

Lega Serie A reserves the right to directly exploit and/or commercialise autonomously, with specific and separate licenses, the Matches as part of products, services and/or legitimate applications in the betting sector, with the following restrictions regarding the Licensed Territory:

- i. in relation to betting shops and corners, the display of Match transmission to the public on screens and other devices may only take place inside licensed betting shops and other physical premises where betting on Matches may be allowed under the applicable law (and in any case Lega Serie A shall not authorise such transmission to be visible from the outside of such locations);
- ii. the display of Match transmission by means of applications accessible through personal computers and tablets is allowed provided that the end consumer is an active user, authorised to access coverage of Matches only upon registration involving a log-in procedure with the betting operator, and provided that such viewing is subject to (a) limitations on the resolution of the images that may be transmitted (not exceeding 600KBPS) and (b) restrictions on the size of the images (not exceeding 1/3 [one third] of the screen dimensions);
- iii. the display of Match transmission by means of applications accessible through mobile phone devices is allowed, provided that the end consumer is an active user, authorised to access coverage of Matches only upon registration involving a log-in procedure with the betting operator, and provided that such viewing is subject to limitations on the resolution of the images that may be transmitted (not exceeding 600KBPS), while no restriction on the size of the images will apply.

For the purpose of this point (i), an active user shall be defined as anyone who has completed the registration process, having accepted terms and conditions, who has opened an operating account, and who is enabled to regularly place bets.

(ii) Official Data

Except in the case of a separate written agreement between Lega Serie A and the Licensee establishing otherwise, the Licensee may only exploit the data related to the Competitions, the Matches, the Clubs and the players in the context and to the purposes of exploiting the Rights and therefore in combination with the Signal. Lega Serie A reserves the right to directly exploit and/or commercialise with specific and separate licenses all types of data relating to the Matches, the Competitions, the Clubs and the players, including, without limitation, metadata, data feeds and statistics.

(iii) News Access

Lega Serie A shall be permitted (and may be obliged) to grant to third parties the exercise in the Licensed Territory of applicable news access rights to transmit Match footage, in the standard maximum duration of 3 minutes per Match, as part of a bona fide sports bulletin to be included in a news programme to news broadcasters and/or news gathering and dissemination organisations and/or to any other requesting operators. Such a right shall be subject to the applicable laws and regulations of the Licensed Territory and the standard length of Match footage might be extended, but not reduced, if required by such laws and regulations.

(iv) Interactive Services

The Licensee shall not be permitted, directly or indirectly, to offer and deliver Interactive Services. Any derogation to the above shall be reserved to Lega Serie A's discretion and shall be, in any case, subject to previous separate written agreement with Lega Serie A on the legal and financial conditions thereof and only so long as the Licensee continues to meet all the required guidelines for offering Interactive Services as set by Lega Serie A, and as Lega Serie A may amend, at its sole discretion, from time to time.

The prohibition described above relates to all Interactive Services on a first or second video screen, including but not limited to, connected TVs, mobile phones and tablets that are transmitting live or delayed, video on demand, clips, highlights and any other content or programming licensed by Lega Serie A to the Licensee.

(v) Other rights

For the avoidance of doubt, the Licensee shall not be permitted to exploit, directly or indirectly, any rights within aircrafts and ships; on the metaverse; for theatrical or public exhibitions; for the purpose of creating and/or commercializing non-fungible tokens or similar cryptocurrency or blockchain-based digital assets; to create commercial videos; for the purpose of distributing home-video products; to create libraries and databases, including for scouting purposes; for radio transmissions; to reproduce or imitate (wholly or partly) in virtual and/or graphical moving image form (including by way of animation by means of, e.g., avatar players etc.) the Matches and the scene comprised therein.

(vi) Reserved Rights

The Reserved Rights set out in Appendix 2 are expressly reserved to Lega Serie A and to the Clubs, without prejudice to their exploitation by the Licensee should such rights be included in the licensed Rights. The Licensee acknowledges and accepts that the Reserved Rights as set out in Appendix 2 are in any case a limitation to Licensee's exclusivity of the licensed Rights, without the Licensee being entitled to any claims against Lega Serie A and/or the Clubs.

- 2.3** The Licensee acknowledges and agrees that any Rights connected to the Archive Footage, if specifically and expressly granted to the Licensee in the applicable Key Terms, are licensed on a non-exclusive basis and only and within the limits set forth in the License Agreement.

3. Exploitation of Rights

- 3.1** In performing the License Agreement, the Licensee shall act under its own liability, without direct or indirect liability whatsoever of Lega Serie A and the Clubs, their successors in title and assignees in any respect, without prejudice to the reasonable indications that Lega Serie A may provide to the Licensee in accordance with clause 3.2 (iii) of these GT&C or any other indication for the proper exploitation of the Rights according to the License Agreement.

- 3.2** The Licensee undertakes, also on its Sub-licensee(s)' behalf, to act, in the exploitation of the Rights and in any other activity within the scope of the License Agreement, in strict compliance with the applicable national and international legal framework, and in particular with:
- i. the GT&C, the applicable Key Terms, any applicable national and international laws and regulations, including in particular the Italian decree governing the centralised sales of sports audiovisual rights, i.e., legislative decree of 9 January 2008, no. 9 and subsequent modifications currently in force, Italian copyright laws, any judicial or administrative decision and any other binding and applicable administrative and sports regulations, including the Media and Sports Code of 25 July 2007 and its possible integrations and amendments, the regulations containing provisions relating to the relationship between football clubs and media services, all provisions aimed at penalizing unsportsmanlike conducts connected with the betting business, as well as any other regulations and decisions of whatsoever nature that may have been issued or will be issued by any national (Lega Serie A, FIGC, CONI) and international (UEFA and FIFA) sports bodies;
 - ii. the Media Production Regulations, the Regulations on Interviews and Venue Access, the Editorial Guidelines, the guidelines on streaming security requirements, as published on Lega Serie A's website, and any other regulations or communication, also to be issued in the future, by Lega Serie A which find application to the purposes of the License Agreement;
 - iii. the reasonable instructions that Lega Serie A, as the organiser of the Competitions, has the right to provide in order to protect the image and standing of the Competitions, also in compliance with the indications of other sports and public authorities, in order to protect and preserve sports facilities and the regular organization of the Competitions and in order to respect the rights of other assignees, Clubs, players, supporters and any other interested party, as well as consumers' interests.
- 3.3** Subject to the specific terms laid down in the applicable Key Terms, the Licensee shall be able to exploit the Rights by way of any technological means and distribution systems currently available, with the express exclusion of any technological means and distribution systems not in commercial use or which may be developed for use in the future and which are not merely a technological development of a specific technology in commercial use, as of the date of execution of the License Agreement. Any exploitation of Rights by way of any technological means and distribution systems brought into commercial use or developed for use after the date of execution of the License Agreement and which is not merely a technological development of a specific technology in commercial use as of the date of execution of the License Agreement shall only be authorised by Lega Serie A upon execution of a separate written agreement and may be subject to the payment of an additional consideration.
- 3.4** The Licensee and/or its Sub-licensees(s) shall:
- transmit the Signal intended, according to the indications of Lega Serie A, for the specific geographic area and/or country where the Licensee carries out the transmission. In case the Licensee covers multiple geographic areas and/or countries which are targeted by different Signals, it shall transmit the Signal intended for each of them;
 - transmit the Audiovisual Products, carry out unilateral integrations and any other activity related to the Rights according to the highest market production standards using suitably skilled personnel.
- 3.5** The Licensee is entitled to integrate the Signal and the Additional Content only in the following cases:
- (i) to add voice overlays in the Authorised Language (i.e. commentary);
 - (ii) to insert own unilateral content filmed at the Match(es) in accordance with Appendix 3;
 - (iii) to superimpose the Authorised Channels' own customary standard logo, provided that such imposition is made in a way that it does not obscure or impair Lega Serie A's official graphics and the identification of Serie A and/or the Title Sponsor, International/Regional Presenting Sponsor, Timekeeper Sponsor, Data Sponsor and Technology partners of Lega Serie A; and
 - (iv) to make minor cuts or alterations in order to comply with the mandatory provisions of any duly authorised regulatory or governmental authority.
- 3.6** The Licensee, also on its Sub-licensee(s)' behalf, is expressly forbidden from:

- (i) altering or manipulating in any way the Signal (even in the event that it includes Virtual Advertising) and the Additional Content as supplied by Lega Serie A (e.g. by making cuts or concealing logos included in the Signal), with the exception of what provided under clause 3.5;
- (ii) committing any act that may jeopardise the exploitation of any rights that have been acquired by other licensees and/or sub-licensees and by any third parties or that may be commercialised by Lega Serie A and/or the Clubs at any time;
- (iii) jeopardising the image, standing and identity of Lega Serie A, of the Clubs, of other sport entities, the value of football as a product and of Italian football in any way, duly taking into account and complying with directives from national and international sports bodies.

3.7 The Licensee shall:

- (i) develop supportive and innovative marketing programmes and promotional initiatives to the benefit of Lega Serie A and the Clubs, in order to promote Lega Serie A and the Competitions and maximise their value in the Licensed Territory, as further specified in the Key Terms;
- (ii) provide any reasonable cooperation with regard to initiatives or activities of corporate social responsibility organised by Lega Serie A.

4. Minimum transmission obligations

4.1 The Licensee, on its own and on its Sub-licensee(s)' behalf, guarantees to carry out the mandatory activities provided by this clause 4.

(i) **Matches**

Transmission of the Signal of the following Matches (referred to as "Mandatory Matches"), in their entire duration, throughout the entire Licensed Territory during each Football Season, in the legally recognised language(s) of the Licensed Territory:

A. with reference to the Serie A Championship

a minimum of 5 (five) Matches of each Round, of which:

- a minimum of 3 (three) Matches on a live basis by means of Satellite Platform, Digital Terrestrial Platform or Cable Platform;
- a minimum of 2 (two) Matches on a live basis by means of Satellite Platform, Digital Terrestrial Platform, Cable Platform or Internet Platform.

B. with reference to Coppa Italia

on a live basis on Satellite Platform, Digital Terrestrial Platform or Cable Platform, no less than 20 (twenty) Matches of the Competition, mandatorily including:

- the Final Match;
- 4 (four) Matches of the Semi-finals;
- 4 (four) Matches of the Quarter-finals;
- 4 (four) Matches of the Round-of-sixteen;
- 4 (four) Matches of the second knockout Round; and
- 3 (three) Matches of the first knockout Round.

C. with reference to Supercoppa

on a live basis on Satellite Platform, Digital Terrestrial Platform or Cable Platform, all the Matches of the Competition.

In addition to the above, the Signal of any Mandatory Match which kick-off falls in the timeslot between 11.00 p.m. and 6.00 a.m. local time of the Licensed Territory shall also be transmitted on a repeat basis on the same day of the Match final whistle in day time or prime time.

The Licensee shall make its best efforts to transmit Signal of Matches other than the Mandatory Matches on a live or delayed basis by means of any Authorised Platform.

The Licensee, also on its Sub-licensee(s)' behalf, acknowledges and agrees that, in case the Signal of any of the Matches is not transmitted in its entirety according to the provisions above on a live or near-live (i.e. no more than 3 [three] hours after the end of the relevant Match) basis as priorly communicated by the Licensee to Lega Serie A in accordance with clause 5, the Rights related to such Matches shall automatically become non-exclusive with respect to Lega Serie A (hereinafter, the "Change in Exclusivity"). As a consequence, Lega Serie A shall be entitled to transmit the Signal of such Match(es) on its digital platforms on a live, near-live or delayed basis in the Licensed Territory. Should the Licensee fail to communicate its programming schedule referred to any of the Matches within the timeline provided for in clause 5, such Match(es) shall be considered as Change in Exclusivity Match(es). The Licensee, also on its Sub licensee(s)' behalf, acknowledges and agrees that no reduction or reimbursement of any sort, under any circumstances, shall be due by Lega Serie A to the Licensee and/or its Sub-licensee(s) for such Change in Exclusivity, and in no case the Licensee and/or its Sub-licensee(s) shall be entitled to apply or claim charges of any kind whatsoever towards Lega Serie A or any third parties, including for losses, costs, fines and expenses (including legal expenses), liabilities, penalties, indemnities or damages.

(ii) Highlights Show and Edited Highlights

Transmission of the following Additional Content in its entire duration, throughout the entire Licensed Territory during each Football Season, in the Authorised Language(s):

A. with reference to the Serie A Championship

the Highlights Show as a whole program and the Edited Highlights, at least once at any time during the period commencing at the conclusion of the final Match of a Round and ending at the commencement of the first Match of the next Round.

B. with reference to Coppa Italia

the Highlights Show as a whole program and the Edited Highlights, at least once at any time during the period commencing at the conclusion of the final Match of a Round and ending at the commencement of the first Match of the next Round.

C. with reference to Supercoppa

- the Highlights Show as a whole program;
- the Edited Highlights referred to the Semi-finals at least once at any time during the period between the Semi-finals and the Final and the Edited Highlights referred to the Final at least once at any time during the period commencing at the conclusion of the Competition and ending 2 (two) weeks thereafter.

In the event that a lifestyle magazine is produced during any of the Football Seasons, to be decided at Lega Serie A's sole discretion as provided in Appendix 4, the same minimum transmission obligations of the Highlights Show shall apply to the lifestyle magazine.

(iii) Promotional Trailers

Transmission, throughout the entire Licensed Territory and during each Football Season, of:

A. with reference to the Serie A Championship

an appropriate number of promotional trailers on the Authorised Channel where the Match will be transmitted, on Licensee's other Authorised Channels and on Licensee's official social media accounts with the inclusion of the hashtag #LegaSerieA, being in any case not less than 5 (five) promotional trailers per Round, during the week preceding each Serie A Round for a total minimum amount of 190 (one hundred ninety)

trailers per Football Season, each having a duration between 15 (fifteen) and thirty (30) seconds.

B. with reference to Coppa Italia

an appropriate number of promotional trailers on the Authorised Channel where the Match will be transmitted, on Licensee's other Authorised Channels and on Licensee's official social media accounts with the inclusion of the hashtag #LegaSerieA, being in any case not less than a number of trailers per Football Season corresponding to 20 (twenty) Coppa Italia Matches played during that same Season, each having a duration between 15 (fifteen) and thirty (30) seconds, during the week preceding each Round of Coppa Italia.

C. with reference to Supercoppa

an appropriate number of promotional trailers on the Authorised Channel where the Match will be transmitted, on Licensee's other Authorised Channels and on Licensee's official social media accounts with the inclusion of the hashtag #LegaSerieA, being in any case not less than a number of trailers per Football Season corresponding to the number of Supercoppa Matches played during that same Season, each having a duration between 15 (fifteen) and thirty (30) seconds, during the week preceding each Match of the Supercoppa.

(iv) Transmission and advertising in the Italian Language

- a. In the event that the Licensed Territory includes any of the countries listed in Appendix 5, transmission also in the Italian language on one of Licensee's Platforms on a separate audio channel or on an OTT basis, to the benefit of end-users represented by the Italian communities living in the Licensed Territory, of the Signal, in its entirety, on a live or same-day delayed basis, of:
- a minimum of 5 (five) Matches of each Round of the Serie A Championship, to be selected by the Licensee;
 - a minimum of 5 (five) Coppa Italia Matches, including the Semi-finals and the Final; and
 - all the Match(es) of Supercoppa Italiana.
- b. To promote the programming of the Competitions, transmission of an appropriate number of promotional trailers on Licensee's Authorised Channels and on Licensee's official social media accounts with the inclusion of the hashtag #LegaSerieA, being in any case not less than 5 (five) promotional trailers per each Round.

5. Reporting

The Licensee, also on behalf of its Sub-licensee(s), shall make available to Lega Serie A all information regarding the programming schedule of any Round, i.e. the formats and manners in which the Audiovisual Products related to any Round are transmitted (with particular reference to live or delayed transmission of Matches, transmission platforms and scheduling times) by itself and/or by each Sub-licensee, at least 14 (fourteen) days before the first Match of the relevant Round, so to enable Lega Serie A to make appropriate validations and analyses of such information and for the purposes of the Change in Exclusivity clause, if applicable.

On a monthly basis during the Football Season, the Licensee (also on behalf of its Sub-licensee(s)) shall provide Lega Serie A with a detailed summary containing at least the following key data: transmission dates and times, type of transmission (e.g. live or delayed), audience figures and ratings and other related analysis (such as information concerning demographic characteristics and the geographical location), number of subscribers, market penetration, as well as key data related to social media interactions with the Rights and any other additional viewership data measured by the Licensee and its Sub-licensee(s). Lega Serie A may use the information and data referred to in this clause 5 in order to:

- conduct internal processing, research and information;
- make communications to the public;
- make communications to Sponsors of Lega Serie A, as well as to the Clubs and their sponsors; and
- support its own commercial initiatives such as sponsors' scouting and future offers of media rights to the market.

The Licensee acknowledges and accepts that Lega Serie A may also make use of the information and data provided for by this clause 5 for judicial purposes, including anti-piracy initiatives, employing appropriate protection measures with regard to confidential information against third parties' access.

6. Sub-licensing

- 6.1** Only if specifically and expressly provided and authorised in the applicable Key Terms, the Licensee shall be permitted to enter into a Sub-license Agreement with a third party concerning the exploitation, in full or in part, of the Rights granted under the License Agreement. Any Sub-license Agreement shall be executed only under the following mandatory conditions:
- (a) the relevant terms and conditions of any Sub-license Agreement shall be the same as the relevant terms and conditions contained in the License Agreement;
 - (b) any Sub-licensee shall expressly abide by all obligations, rights limitations and duties provided by the License Agreement, that shall apply in respect of the relevant Sub-licensee;
 - (c) a Sub-license Agreement might entail sub-license of all or part of the Rights, but in no case it may entail sub-license only of news access rights, highlight rights or comparable rights;
 - (d) the Sub-license Agreement shall provide for proper provisions allowing termination by the Licensee, on its own initiative or upon Lega Serie A's request, or by Lega Serie A in case of Licensee's inactivity, of such Sub-license Agreement in case of breach by the Sub-licensee, in full or in part, of even one of the provisions in clauses 2, 3, 4, 6, 12, 13, 15, 21 and Appendix 2 and to undertake any different and further initiative to protect the Rights. Each Sub-license Agreement shall also provide for its automatic termination if the License Agreement between Lega Serie A and the Licensee is terminated for any reason whatsoever, specifying that such termination may concern the sole sublicensed territory as provided under clause 18.6 without prejudice, in case of termination of the License Agreement, to the right of Lega Serie A to substitute the Licensee in the Sub-license Agreement, by taking over, at its absolute discretion, the rights and obligations towards the Sub-licensee and by receiving the full consideration due by the latter;
 - (e) the Licensee shall be liable, jointly and severally with any Sub-licensee, for the acts and omissions of any Sub-licensee and shall procure that the Sub-licensee expressly assumes in writing all obligations and duties under the License Agreement and at any time fully complies with all terms, conditions and obligations of the License Agreement; the Licensee accepts and ensures that (i) the Sub-licensee agrees that Lega may enforce any term and condition of the Sub-license Agreement directly against the Sub-licensee and (ii) Lega may take over the Sub-license Agreement according to preceding letter d). The Sub-license Agreement shall therefore include clauses that implement and enforce such terms and conditions;
 - (f) the Licensee shall remain in any case fully liable for its obligations under the License Agreement;
 - (g) the Sub-licensee is a person or organisation able to fully perform the applicable obligations and duties as set out in the License Agreement; and
 - (h) any further sub-licensing by a Sub-licensee is not permitted.
- 6.2** The Licensee is aware that Lega Serie A is entitled to directly exploit and/or license or otherwise make available to third parties both in the Licensed Territory and outside the Licensed Territory any rights not expressly mentioned as part of the License Agreement and represents and warrants that its own transmissions and the transmissions of its Sub-licensee(s) shall remain bound to the limitations and conditions set out in the License Agreement and therefore shall not violate the rights possibly directly exploited and/or licensed and/or made available by Lega Serie A. The Licensee shall include in any Sub-license Agreement all necessary provisions and shall take all measures to prevent or settle possible conflicts among its Sub-licensees and between its Sub-licensees, on one side, and other licensees of Lega Serie A, on the other side. The Licensee shall in any case remain fully responsible for all damages and claims of any kind whatsoever deriving therefrom.
- 6.3** The Licensee must inform Lega Serie A in writing of any party(ies) with which it has planned to enter into a Sub-

license Agreement, prior to undertaking with them any definitive commitment. Such communication shall include:

- the following minimum information related to the main conditions of the proposed Sub-license Agreement: territory, language, rights, Platforms, transmission modalities, minimum transmission obligations, term;
- the following minimum information related to the proposed Sub-licensee: total potential reach (in case of free-to-air broadcaster); number of subscribers, subscription package/tier and cost of monthly subscription (in case of pay broadcaster); identity of distribution platforms; other football and sports properties in Sub-licensee's availability.

After 20 (twenty) days from receipt of such communication without any reply by Lega Serie A, the approval shall be deemed as granted. Such approval does not constitute any kind of responsibility of Lega Serie A and of the Clubs.

- 6.4** Notwithstanding the above, upon Lega Serie A's request, at any time during the Term, the Licensee must promptly provide Lega Serie A with a copy of any Sub-license Agreement. Lega Serie A reserves the right to request any further information that it may deem necessary in relation to the sub-license of the Rights.
- 6.5** For the avoidance of doubt, in these GT&C, including their Appendixes, any and all references to Sub-licensee(s) shall not automatically imply that the Licensee is authorised to sub-license any Rights. Such references shall instead be applicable only if the Licensee is expressly authorised, by the applicable Key Terms, to sub-license, in full or in part, the Rights granted under the License Agreement, always according to the terms and conditions set out in this Clause 6.

7. Consideration and payment schedule

7.1 The Licensee shall pay to Lega Serie A and/or to its associated Clubs, on the basis of the instructions given by Lega Serie A from time to time, the License Fee as established under the applicable Key Terms in advance instalments in accordance with the following schedule:

- (i) for the first Season of the Term: an amount equal to 15% (fifteen per cent) of the total License Fee for such Season as security deposit ("Advance Payment") by no later than 14 (fourteen) working days following the execution of the License Agreement. The remaining amount shall be paid as follows:
 - 40% (forty percent) on or before 1 July 2024;
 - 30% (thirty percent) on or before 1 November 2024; and
 - 30% (thirty percent) on or before 1 March 2025;
- (ii) for the other Seasons of the Term:
 - 40% (forty percent) on or before 1 July of the relevant year of the Term;
 - 30% (thirty percent) on or before 1 November of the relevant year of the Term; and
 - 30% (thirty percent) on or before 1 March of the relevant year of the Term.

7.2 The Licensee and/or, if so requested by the Licensee, its Sub-licensee(s) shall pay the Technical Costs to Lega Serie A. Except as otherwise provided in the applicable Key Terms, Technical Costs are equal to 4,5% (four point five percent) of the License Fee and shall be borne by the Licensee in addition to the License Fee. Technical Costs shall be paid according to the same payment terms provided for by clause 7.1. In case of payment default by the Sub-licensee(s), the Licensee shall make the payment, upon Lega Serie A's request.

The Technical Costs for the access to the Signal of the Matches are referred either to the access on a European satellite chosen by Lega Serie A at its own discretion (but exclude any possible turnaround on non-European satellites) or to the access through SRT, as specified in the applicable Key Terms. The Technical Costs for the access to the Additional Content are referred to the access through a digital platform made available by Lega Serie A to the Licensee and do not include any satellite delivery.

Any delivery methods for the Matches and the Additional Content other than those specified above, as well as any additional technical services, shall be subject to separate negotiations between Lega Serie A and the Licensee and

charged in accordance with a specific ratecard.

8. Payment conditions

- 8.1** Payments of the Consideration are deemed effective and shall release the Licensee from its payment obligation solely and exclusively if made by bank transfer, by the due date, and (i) credited to the bank account of “Lega Nazionale Professionisti Serie A” indicated in the Key Terms or such other bank account communicated in writing by Lega Serie A to the Licensee; or, if so requested each time by Lega Serie A, (ii) credited to the bank accounts of the Clubs. Compensation of credits of the Licensee towards Lega Serie A and/or the Clubs shall not be permitted for the purpose of the payment of the Consideration.
- 8.2** Any delay whatsoever, even of a single day, in the payment of any Consideration in respect to the due date shall result, without any need for notice, in the accrual of interests in favour of Lega Serie A to be calculated pursuant to article 5 of the Legislative Decree 231/2002 as amended by article 1, paragraph 1, let. e) of the Legislative Decree 192/2012. The entitlement of Lega Serie A to accrued interests under this clause shall be without prejudice to its right of termination for default in payment set out elsewhere in the License Agreement, and to any other remedies it may have at law.
- 8.3** Payment of the Consideration cannot be suspended or delayed for any reason whatsoever by the Licensee or its Sub-licensees, even in case of controversy or judicial proceedings. Should the Licensee suspend its payments for any reason whatsoever, Lega Serie A will be entitled to immediately suspend the fulfilment of the License Agreement, including the provision of the Signal, in addition to any other rights and remedies it may have under applicable law.
- 8.4** The Consideration cannot be reduced in any way whatsoever or otherwise modified in cases where the Licensee or, where permitted, any of its Sub-licensees cannot exercise any of the Rights for any reason other than the material breach by Lega Serie A of its main contractual obligations, due to its wilful misconduct or gross negligence, and provided that such wrongful non-fulfilment entirely prevents the Licensee or its Sub-licensee(s) from exercising the entire Rights provided in the License Agreement.

9. Taxes

- 9.1** The Consideration does not include potential VAT due in whatever country. Lega Serie A will issue an invoice adhering to the requirements for VAT purposes in order to enable the Licensee, in accordance with applicable tax laws in his country, partial or full refund and/or deduction as input VAT to the maximum amount possible according to applicable law, subject to the Licensee having instructed Lega Serie A about all such requirements which might be needed in order to benefit from partial or full refund and/or deduction as input VAT in whatever country.
- 9.2** The Consideration is net of any further fiscal charges and shall be paid free and clear without deduction based on any currency control restrictions, import duties or any sales, use or other taxes, especially all kind of withholding taxes, independent from whom is deemed to be the debtor of the tax according to applicable law. Should Lega Serie A be deemed to have limited tax liability in Licensee’s country of residence in accordance with applicable tax laws in such country and should such tax liability be assured by a withholding tax to be paid by the Licensee, the Consideration shall be considered as amount after such withholding tax deduction and shall be grossed up to such amount which finally leads to a payment to Lega Serie A as if no such withholdings would apply. The Licensee is obliged to submit proof of the payment of the respective withholding tax to Lega Serie A. Lega Serie A will take all reasonable best endeavours in order to enable the Licensee to, in first priority, partially or fully reduce potential withholding taxes directly at source to the maximum amount possible and/or, in second priority, to enable the Licensee to partially or fully refund such withholding tax based on the potential double tax treaties. To this extent, upon Licensee’s request, Lega Serie A will provide its own fiscal residency certificate to file or support the Licensee with the filing of a request for withholding tax reduction at source and/or withholding tax refund, should such documentation be necessary or helpful. The Licensee is obliged to timely instruct Lega Serie A about all requirements which might be needed in order to benefit from double tax treaty benefits. In any event, the Licensee shall promptly provide Lega Serie A with any relevant original tax receipts.

- 9.3** Should the Licensee fail to pay any taxes or charges due and such failure results in additional tax and/or penalties imposed upon Lega Serie A and/or the Clubs, the Licensee shall pay Lega Serie A and/or the Clubs the additional taxes or penalties assessed. To the extent any such taxes or charges are paid by Lega Serie A and/or the Clubs, the Licensee shall reimburse Lega Serie A and/or the Clubs on demand, and upon Licensee's failure to reimburse Lega Serie A and/or the Clubs, Lega Serie A and/or the Clubs shall be entitled to all remedies provided for herein with respect to the collection of any unpaid fee or other payment required hereunder, as well as all other remedies provided by law.

10. Financial Security

The prospective Licensee shall provide, upon Lega Serie A's request at the time of and as a condition for the execution of the License Agreement and the continuous enjoyment of the Rights, satisfactory evidence of its financial standing within 14 working days of any such request. This may include, by way of example, the provision of a first-demand guarantee by a bank or by a third party and/or the payment of an amount equal to the first two (or other upcoming) instalments of the License Fee. Failure to comply with the requirements of this clause entitles Lega Serie A to decide, at its unfettered discretion, not to execute or to terminate the License Agreement, if already executed, with immediate effect, without any liability of Lega Serie A whatsoever. In addition, Lega Serie A may request to the Licensee, at any time during the Term, and the License agrees to provide Lega Serie A with, guarantees on a rolling basis, as, by way of example, each payment of an outstanding amount being accompanied by a bank guarantee of the subsequent 2 (two) instalments of the License Fee.

11. Signal

- 11.1** The Signal is produced and distributed in accordance with the provisions of Appendix 3.
- 11.2** With reference to the Signal and to all the images distributed by Lega Serie A, the Licensee, also on its Sub-licensees' behalf, expressly acknowledges and accepts that, save as otherwise determined by Lega Serie A, in relation to the respective Match:
- a 30-second signature tune - or, alternatively, two signature tunes of 15 seconds each - containing the Competition logo and possibly sponsored by Lega Serie A's Title and/or International/Regional Presenting Sponsor represented with its/their written or figurative trademark, images and other related material, shall be aired at the beginning and at the end of each half of every Match of the Competitions, as well as at the beginning and the end of the Additional Content as provided in Appendix 4. Lega Serie A reserves the right to modify such signature tune during each Football Season also defining different versions of such signature tune which will be delivered to the Licensee duly in advance with respect to the transmission date. Lega Serie A further reserves the right to have multiple Title and/or Presenting Sponsors depending on geographic areas or specific countries (Regional Presenting Sponsors);
 - the Competition logo shall be shown at regular intervals during the Match transmission, also through a "turn page" optical effect preceding and following the transmission of a replay or other images (so-called "wipe") together with the written or figurative trademark of the International/Regional Presenting Sponsor;
 - the Competition logo shall be inserted in result graphics, in charts and in news reports concerning the Matches of the Competitions;
 - the Competition logo referred to in the preceding points may include the written or figurative trademark of the Title Sponsor determined by Lega Serie A at its discretion and may also include, at Lega Serie A's sole discretion and with reference to certain territories, the written or figurative trademark of the International/Regional Presenting Sponsor;
 - the informative official graphics inserted in the Signal shall include the written or figurative trademark of the Data Sponsor and Official Timekeeper Sponsor as well as the Technology Partners determined by Lega Serie A at its discretion. In any case, Lega Serie A has the right to have multiple Data Sponsors depending on geographic areas or specific countries.

Lega Serie A reserves the right to add to the Signal of each Match the Competition logo in transparent format, superimposed at an angle (a so-called “watermark”) and, generally, to make changes and modify the content of this clause.

- 11.3** Should the Licensee and/or the Sub-licensee(s) integrate or edit the Audiovisual Products, if authorised under the License Agreement, it/they shall maintain the Competition logo provided by Lega Serie A at the beginning, during and at the end of the transmissions, in result graphics, charts, highlights and news reports.

12. Sponsorship, advertising, use of marks

- 12.1** The Licensee and/or its Sub-licensee(s) shall be entitled to exploit transmission sponsorship and advertising opportunities for the periods during, immediately before and immediately after the transmission of the Audiovisual Products, subject to any applicable local laws and regulations. However, it is explicitly agreed between the parties that:

- (i) the above advertising shall not involve the use of the image of football players, officials or management of any Club or of brands, trademarks, emblems and other signs of Lega Serie A and of the Clubs;
- (ii) no alteration to the Audiovisual Products (whether visual, audio or other) can be made that may give the viewers the impression that such alteration is part of the original Signal (namely, Virtual Advertising);
- (iii) no sponsorship by entities whose products or services are in competition with the products or services of the Official Sponsors of the Competitions or of Lega Serie A in the Licensed Territory such as the Title Sponsor, International/Regional Presenting Sponsor, the Timekeeper Sponsor, the Data Sponsor, the Official Ball Supplier, the Official Award partners and the Technology partners shall be allowed. To this end, the Licensee shall contact Lega Serie A, by 30 June of each year for the following Season, in order to be communicated the complete list of unavailable product categories and to ensure that there is no overlap with those of its potential sponsors;
- (iv) no advertising which promotes products or services in a manner that expresses or implies an association with the Competitions or with the Clubs and/or with their players is allowed;
- (v) no initiatives of product placement can be carried out without Lega Serie A’s prior approval;
- (vi) no misleading or deceptive advertising or unfair practices of other nature may be inserted in the Audiovisual Products.

The Licensee and/or its Sub-licensee(s) is(are) entirely liable for any cost, burden or liability arising in respect of the promotional and advertising activities allowed according to the previous paragraphs and in regard to the compliance with any applicable laws or regulations relating to such activities.

- 12.2** The Licensee and/or its Sub-licensee(s) acknowledge(s) and accept(s), without the Licensee or its Sub-licensee(s) being entitled to any claims against Lega Serie A and/or the Clubs, that Lega Serie A and the Clubs and their successors in title may autonomously carry out, in the context of the Matches, within the limits of the applicable regulations, any initiative for the purposes of advertising exploitation, including product placement and Virtual Advertising, which might be included in the Signal and/or in the Audiovisual Products.

- 12.3** The Licensee and/or its Sub-licensee(s) shall be authorised by Lega Serie A, in compliance with the conditions indicated in the License Agreement, to use in the manner and for the purposes authorised or approved by Lega Serie A, exclusively the filmed images of the Matches of the current Football Season and, where available: (i) the image of more players of a Club provided that they are portrayed in a context evoking the identity of the team to which they belong, and not single players, in any event only when engaged in the Competition and/or Matches, and (ii) only with the prior written authorisation of the player or, where applicable, of the Club, the image of one player, provided always that such player is portrayed in a context evoking the identity of the team to which he belongs, in any event only when engaged in the Competition and/or Matches, and (iii) the company name, figurative logo or other official distinctive signs of Lega Serie A and the Clubs, only in a strictly descriptive function and therefore only when strictly necessary to identify the Licensee’s (or Sub-licensee(s)’) activity of transmitting the Audiovisual Products. The above usages shall be authorised only as part of Licensee’s and/or Sub-licensee(s)’ promotional and marketing activities in respect of its(their) transmission of the Audiovisual Products and of the Authorised Channels. Any use for other purposes, for

example in order to promote any product or service other than the transmission of the Audiovisual Products and the Authorised Channels, is strictly forbidden. The aforementioned uses, which are the only permitted ones, do not result in the acquisition of any rights by the Licensee. All promotional material created pursuant to this clause must be submitted by the Licensee to Lega Serie A for its and/or the Clubs' prior approval, at least fifteen (15) Italian business days prior to their first publication or communication, along with information regarding the actual usage and distribution of such promotional materials. Further guidelines and instructions for the aforementioned use of the marks, logos, emblems, graphics solutions, hymn/signature tune of Lega Serie A and of the Clubs, as well as other similar types of intellectual property, are set out in dedicated guidelines for the use of logos and marks to be issued by Lega Serie A and/or by the Clubs. Lega Serie A or the individual Clubs (as the case may be) shall remain the legal and exclusive owners of all marks, logos and other intellectual property rights.

13. Territorial Protection and Anti-Piracy

13.1 The Licensee, also on behalf of its Sub-licensee(s), warrants and undertakes to put in place all security measures necessary to protect the exploitation of the Rights and to prevent the unauthorised reception, exploitation or viewing of the Audiovisual Products inside and outside the Licensed Territory. This includes, for instance, mechanisms such as encryption, geo-blocking, DRM systems (digital rights management), the regular monitoring and review of residences of subscribers (where appropriate) and the employment of digital rights management technologies to prevent prohibited uses or treatments of the Audiovisual Products (such as file sharing or unlawful copying), to the full extent permitted by laws applicable in the Licensed Territory.

Without limiting the generality of the above, the Licensee, always on behalf of its Sub-licensee(s), is obliged to ensure, by means of the most advanced technical systems and the most evolved technological and transmission tools, both present and future, in line with the applicable legislation (hereinafter known as "Technical Measures"), that its transmissions are not in any form or for any reason receivable or otherwise usable outside the Licensed Territory. To this end, the Licensee undertakes to implement measures necessary or requested by Lega Serie A to prevent the Signal from going beyond the Licensed Territory. By virtue thereof:

- if it is authorised to transmit via Satellite Platform, the Licensee must apply the necessary Technical Measures in order to prevent access by persons outside the Licensed Territory, such as, but not limited to, encrypting its satellite signal;
- if it is authorised to transmit via Digital Terrestrial Platform, the Licensee must prevent broadcasts outside the Licensed Territory with the sole exception of the technical, accidental and unintentional overspill of the Signal in areas neighbouring the state border;
- if it is authorised to transmit via Internet Platform and/or IPTV Platform, the Licensee must ensure that the same transmissions are limited to the Licensed Territory using the Technical Measures necessary to guarantee the protection of the images, such as, by way of example, DRM (digital rights management) and geo-blocking systems, and that they are carried out exclusively in streaming mode (data flow), with no possibility of downloading (storage of the images on users' media) and preventing users from sharing the images in file sharing mode or other sharing system;
- if it is authorised to transmit via Internet Platform through Over the Top (OTT) services, the Licensee must guarantee the use of Technical Measures and the most advanced protection systems in accordance with the highest current and future market standards aimed at preventing the use of methods and/or instruments for circumventing the territorial limitations related to the reception and use of the signal ("Protection Systems") such as, by way of example but without limitation, the irregular use of VPNs, DNS proxies, public proxies, hosting centres or Tor output nodes, in order to maintain control over the ownership and use of the access keys to its own platform;
- if it is authorised to transmit via Mobile Platform, the Licensee must ensure that the same transmissions are limited to the Licensed Territory using the Technical Measures necessary to guarantee the protection of the images.

13.2 Possible exceptions to the above are those envisaged by mandatory laws or regulations, such as but not limited to laws permitting (i) the free circulation of devices (such as decoders) necessary to receive and view encrypted transmissions, (ii) the access to and use of portable online content by subscribers to that content who are temporarily present in a territory outside of their home territory (especially as may be the case amongst EEA Member States) and

(iii) unaltered cable transmissions or retransmissions outside of the Licensed Territory of transmissions originating from within the Licensed Territory. Notwithstanding this, under no circumstances shall the Licensee and/or its Sub-licensee(s) be permitted to market, promote, advertise or produce any trailer, advertisement or promotion that expressly or impliedly represents that all or any of Licensee's and/or Sub-Licensee(s)' transmissions of the Audiovisual Products (or any of the services or channels utilised for their transmission) is available or capable of reception and/or viewing anywhere outside the Licensed Territory, nor shall it authorise or permit any such actions. Furthermore, such exceptions shall not be expanded nor shall the Licensee or its Sub-licensee(s) deem any such potential exceptions as representing a derogation of its duty to implement the highest standard of anti-piracy and rights protection measures deemed necessary by Lega Serie A.

In particular, the Licensee, also on its Sub-licensee(s) behalf:

- (a) acknowledges that no retransmissions whatsoever shall be permitted outside the Licensed Territory;
- (b) warrants and undertakes to carry out and continuously execute such anti-piracy and rights protection measures during the Term in order to protect the Rights through:
 - Technical Measures and Protection Systems for the protection of the Signal; by way of example, adding a watermark to the Signal through which unique characteristics are attributed to the distributed product, that can be traced back to the content user; the usage of finger printing techniques that make the Signal immediately and unambiguously identifiable; the implementation of the layout of the images in order to ensure the applicability of Machine Learning tools aimed at recognising the original images and content of Lega Serie A; the setup of systems to prevent the recording of the Signal by means of specific screen recording software;
 - judicial and/or administrative activities to be carried out since the first ascertained violation in order to obtain injunctions, even precautionary, aimed at blocking viewing of the images and identifying individuals diffusing pirated audiovisual signals, providing Lega Serie A with all information regarding such activities;
 - campaigns coordinated with Lega Serie A aimed at informing the public opinion of the unlawfulness and of the consequences arising out of piracy;
 - cooperation with Lega Serie A to identify illegal websites and their users, so as to regularly monitor them.

Similarly, the Licensee and/or its Sub-licensee(s) undertake(s) and accept(s) that absolute territorial protection cannot be guaranteed and that licensees in other territories may potentially benefit from similar and customary exceptions and that, therefore, the enjoyment of the Rights on an exclusive basis may be partially limited in this regard. For instance, the Licensee and/or its Sub-licensee(s) acknowledge(s) and accept(s), without the Licensee or its Sub-licensee(s) being entitled to any claims against Lega Serie A and/or the Clubs, that transmissions made and intended for reception by mobile devices within any territory other than the Licensed Territory may be accessible by users of such mobile devices in the Licensed Territory due to international reciprocal roaming arrangements between network operators. In such circumstances, no liability may be attributed to Lega Serie A, the Clubs and their successors in title and assignees.

- 13.3** With specific reference to the European Union market and to the other EEA Member States, protection of the Licensee and/or of its Sub-licensee(s) shall be consistent and in compliance with the principles laid down by the Judgment of the Court of Justice of 4 October 2011 (Joined Cases C-403/08 and C-429/08) and with the further principles that should be subsequently established. In reference to such judgment, as well as in reference to other similar binding judgment of any judicial bodies of any Licensed Territory whatsoever or to other applicable laws, the risk of any adverse effects on the value and exploitation of the Rights is entirely and exclusively on the Licensee and its Sub-licenses, in particular with reference to situations where the Licensee claims the Consideration provided under the License Agreement to be based on the assumption of an absolute territorial protection arising from the terms and conditions hereunder. Neither the Licensee nor the Sub-licensees may be entitled to any claim, legal action or right of compensation relating to any adverse consequences thereof, or be entitled to reductions or refunds of the fees offered.

13.4 For the avoidance of doubt, Licensee, also on its Sub-licensee(s)' behalf, acknowledges that it is in all cases strictly forbidden:

- in respect of Digital Terrestrial Platforms, to transmit by any Free Transmission within Italian-speaking Switzerland, the Capodistria region, the Principality of Monaco and the countries of Albania and Malta, whether originating from or receivable in said territories;
- in respect of Satellite Platforms, to transmit by any Free Transmission or other unencrypted transmission through any satellite whose footprint includes, in whole or in part, the Italian Territory;
- in respect of Internet Platforms, Mobile Platforms and IPTV Platforms, any transmissions of a Match which is not restricted and available solely to the authorised users of the Licensed Territory.

14. Lega Serie A's rights with regard to the programming of the Matches and the format of the Competitions

The choice of dates, times, Slots and Rounds of all Matches, as well as of the format of the Competitions, belongs solely and unquestionably to Lega Serie A.

The Licensee expressly acknowledges and accepts, also on its Sub licensee(s)' behalf, that Lega Serie A reserves the right, when constrained by the requirements of any sport or public national or international bodies or Authorities and/or at its own unfettered discretion:

- (a) to amend the scheduled dates, times, Slots and Rounds of Matches and so, inter alia, when constrained by the requirements set out by regulations of Lega Serie A or of other national or international sport bodies or the commitments of the Italian national team and/or of the Clubs, or when requested to do so by, for example, the relevant public authorities, or in cases of conflict with national holidays such as Easter or Christmas or for sports reasons;
- (b) to make changes to the rules governing the participation in the Competitions (such as, by way of example and without limitation, the number of participating teams and, in respect to the Serie A Championship, the number of teams relegated from/promoted to the Serie A Championship to/from the Italian Serie B Championship, or, in respect of the Supercoppa Italiana, the implementation of a 1-Match format) and/or to the Competitions' systems (such as, by way of example and without limitation, the format of the Competitions) and, consequently, to the total number of Matches to be played.

Under no circumstances the exercise of any of the rights above by Lega Serie A, jointly or severally, shall constitute grounds or title whatsoever for claims by the Licensee (or its Sub-licensees or any other third party) of any nature or kind whatsoever against whomsoever, including but not limited to Lega Serie A, FIGC or the Clubs, or for requests by the Licensee (or its Sub-licensees or any other third party) to modify the contents, including any Consideration, of the License Agreement or of a Sub-license Agreement.

Lega Serie A reserves the right to change the name of the Competitions during the Term.

15. Licensee's representations and warranties

15.1 The Licensee, also on behalf of its Sub-licensee(s), declares that it will defend, indemnify and hold Lega Serie A, the Clubs and their successors in title harmless from and against any and all liabilities, obligations, claims, demands, losses, damages, costs, penalties, indemnities, actions, fines and expenses (including reasonable legal expenses) of whatever kind or nature, arising out of or relating to a breach or non-fulfilment of any of the provisions of the License Agreement, caused by or attributable to the Licensee and/or any of its Sub-licensee(s).

15.2 Without limiting the generality of clause 14 above, the Licensee, also on behalf of its Sub-licensee(s), acknowledges and accepts that the period where the Matches take place, the systems and formats of the Competitions may be subject to changes in relation to legislative or regulatory provisions, even of extraordinary nature, issued by the competent Governmental or Sport Authorities. Such changes (including, without limitation to the above and as an example, the suspension of the Competitions for health reasons or their being played behind closed doors or in times or

modalities of distribution of Rounds and Matches different from the ordinary) shall not constitute grounds or title whatsoever for any modifications of the contents or reductions of the Consideration.

- 15.3** The Licensee, also on behalf of its Sub-licensee(s), acknowledges and accepts that in no case shall Lega Serie A, the Clubs, their successors in title and assignees be held responsible for the activities pursued by the Licensee and/or Sub-licensee(s), in respect of the License Agreement. The Licensee therefore accepts and agrees that it will indemnify and hold Lega Serie A, the Clubs, their successors in title and assignees harmless from and against any and all third party's, including Sub-licensee(s)', liabilities, obligations, claims, demands, losses, damages, costs, penalties, indemnities, actions, fines and expenses (including reasonable legal expenses) arising towards them from or in connection with Licensee's and/or Sublicensee(s)' activities.
- 15.4** In addition to what provided under clause 3.2, the Licensee, also on behalf of its Sub-licensee(s), represents and warrants that at all times during the Term of the License Agreement it will comply with all applicable any anti-bribery and anti-corruption laws or laws pertaining to trade and financial sanctions, including those adopted by the United Nations, the European Union and the United States, or any other applicable sanction laws) and that it will not use the funds to be provided under the License Agreement for any activity which is prohibited under the United Nations, the European Union, the United States or any other applicable sanction laws or make available any funds received under the License Agreement to any person, entity or body which is designated by the United Nations, the European Union, the United States or in any other applicable sanction laws as the target of an asset freeze.

16. Lega Serie A's representations and warranties

- 16.1** In compliance with the applicable law and within the limits of these GT&C and without prejudice to the Rights limitations set out, in particular, in clauses 1 and 2 and in Appendix 2, Lega Serie A:
- (i) shall grant to the Licensee the full availability of the Rights;
 - (ii) shall not grant to any third party within the Licensed Territory any Rights that have already been granted to the Licensee on an exclusive basis.
- 16.2** Neither Lega Serie A nor the Clubs shall be responsible, under any circumstances whatsoever, for any costs, losses or expenses incurred by any interested person or organization in the preparation for the execution of the License Agreement.

17. Execution and binding effect of the License Agreement

The License Agreement shall come into force on the moment of receipt by the Licensee of the Key Terms and GT&C, already duly executed by the Licensee, executed by Lega Serie A. From such moment, the License Agreement shall be fully effective and binding between Lega Serie A and the Licensee, based upon the content of the relevant Key Terms as well as of all terms and provisions contained in these GT&C and their Appendixes. The parties are obliged to fulfil their obligations and perform their respective duties and are entitled to exercise their rights and to enjoy their benefits, subject always to the applicable restrictions, limitations and exclusions set out in the License Agreement.

18. Term and Termination

- 18.1** Upon expiry of the Term or where the License Agreement is earlier terminated for any reason whatsoever, each and all Rights granted to the Licensee shall revert to Lega Serie A. As a consequence of the above, any exploitation of the Rights by the Licensee and/or by its Sub-Licensee(s) after the expiration of the Term is forbidden.
- 18.2** Lega Serie A has the right to terminate the License Agreement at any time by written notice in case of breach by the Licensee, in full or in part, of even one of any provision under clauses 2, 3, 6, 8, 9, 10, 12, 13, 15, 19 and 21 or in case of three subsequent breaches of the Licensee's contractual obligations set forth in clause 5.
- 18.3** Lega Serie A has also the right to terminate the License Agreement at any time by written notice in case of non-

performance by the Licensee of any material provision under the License Agreement other than the ones under clause 18.2 above, in particular including, by way of example: (i) non-transmission as provided by clause 4, even if Lega Serie A has exercised the Change in Exclusivity right under the last paragraph of clause 4.1; (ii) possible conflicts among its Sub-licensees and between its Sub-licensee(s), on one side, and other licensees of Lega Serie A, on the other side; and (iii) non-payment of any sum due under the License Agreement, including those sums due in first place by a Sub-licensee, where the Licensee has failed to remedy a breach within five (5) Italian business days from receipt of a notice detailing the contested breach.

- 18.4** Furthermore, Lega Serie A has the right to terminate the License Agreement at any time should the Licensee enter into insolvency, or liquidation proceedings, during the Term.
- 18.5** In case of termination by Lega Serie A as per the preceding paragraphs, the Licensee shall pay, as contract penalty, an amount equal to the lost income for Lega Serie A, without prejudice to any greater damage which might be due, where “lost income” means the difference between (i) the total Consideration due by the Licensee on the basis of the License Agreement for its whole Term and (ii) the sums that the Licensee has already paid to Lega Serie A and/or that Lega Serie A will obtain from a third party after the License Agreement has been terminated and the Rights have been re-assigned to such third party. Lega Serie A shall act in good faith in the negotiation with any such re-assignee when determining the consideration due by the latter.
- 18.6** Without limiting the generality of the foregoing, Lega Serie A has the right to terminate the License Agreement in relation to those territories in which the Licensee and/or the Sub-licensee(s) has(have) violated any of the provisions of clauses 2, 3, 4, 6, 12, 13, 15, 21 and Appendix 2 of these GT&C, if such breach is not cured within five (5) Italian business days after written notice thereof from Lega Serie A to the Licensee. In this case, all other provisions of the License Agreement shall remain in force, and the Consideration due by the Licensee shall not be reduced and shall remain entirely due to Lega Serie A.
- 18.7** The Licensee acknowledges that the penalties, as determined above, are an adequate and proportionate contractual penalty and do not constitute remedy for damages suffered by Lega Serie A, as they do not affect its right to claim full damage restoration. Therefore, the Licensee agrees that Lega Serie A shall be entitled to seek injunctive relief (as provided for, inter alia, by article 700 of Italian Civil Procedure Code) preventing the violation, harm or dissemination of and to any Audiovisual Products and Rights or any other of its properties in violation of the terms hereof. Said injunctive relief shall be in addition to any other remedies available hereunder and under the law. The Licensee agrees not to raise objections to prevent, delay or suspend the payment of any penalty due, which Lega Serie A may at its discretion compensate with any credit that the Licensee may have for any reason against Lega Serie A.

19. Confidentiality

- 19.1** The License Agreement and relevant draft working documents are confidential documents and as such the Licensee and/or its Sub-licensee(s) must not make any announcement, or comment upon, or issue any publicity or press release or otherwise provide any information to any third party (other than to its professional advisors) concerning the License Agreement or any ongoing negotiation, including without limitation any financial details contained in the License Agreement.
- 19.2** Any information of a confidential nature included in the License Agreement shall be kept confidential by both parties and shall not be released or provided to any third party other than either party’s professional advisors, to the extent necessary to their work in the commercialization of the Rights, and the Clubs.
- 19.3** Any public announcement or press release regarding the existence and the terms and conditions of the License Agreement and of any Sub-license Agreement is strictly prohibited, unless and until both Lega Serie A and the Licensee agree upon such announcement or press release and its relevant timeline.

20. Voidness or Voidability of License Agreement provisions

In case of any of the provisions contained in the License Agreement being definitively found void or voidable by a competent Court, the parties undertake to negotiate in good faith the substitution of the void or voidable clause(s) with the aim of reaching, if possible, an outcome similar to the one intended by the void or voidable clause(s). The Licensee shall not be entitled to any fee reduction in such circumstances, or in case the Licensee unreasonably refuses the substitute clause(s) or if the void or voidable provision(s) do(es) not limit the Licensee to perform the License Agreement.

21. Intellectual Property

- 21.1** The Rights related to the Matches, their images, recordings and transmissions, all copyright and all other intellectual property rights related to the Competitions and any materials provided by Lega Serie A to the Licensee shall be and shall remain the property of Lega Serie A or, according to the law, of the Clubs, and nothing in the License Agreement should be construed as a transfer or assignment to the Licensee of any intellectual property rights which are the property of Lega Serie A or, according to the law, of the Clubs. In this regard, the Licensee on its own and its Sub-licensee(s)' behalf, hereby expressly waives any rights in and any claims whatsoever on the images and footage of the Matches and acknowledges that, except for the rights (and limitations) explicitly set out in the License Agreement, the Licensee is not and will not be entitled to any copyright in such images and footage, which may be commercialised solely by Lega Serie A and by the Clubs within the limits of their respective competences. Any copyright existing or arising in relation to Licensee's transmission which is not already owned by Lega Serie A or, according to the law, by the Clubs, will be assigned, by way of present assignment of future copyright, to Lega Serie A or, according to the law, to the Clubs, under the License Agreement.
- 21.2** The only exception to the above shall be the journalistic audio commentaries that will remain the property of the Licensee or its Sub-licensee(s) (as the case may be). Lega Serie A shall be entitled to use such commentaries without any cost or royalty, for non-commercial purposes, in a non-exclusive way and upon prior notice to the Licensee of such use. At Lega Serie A's request, the Licensee must provide to Lega Serie A or to persons indicated by Lega Serie A all the recordings carried out under the License Agreement, including any footage recorded but not transmitted, at no cost or charge to Lega Serie A.

22. Assignability of the License Agreement by Lega Serie A

The Licensee, also on behalf of its Sub-licensee(s), authorises Lega Serie A to assign the License Agreement to any other association or body recognised by the Italian football system or company owned/participated by Lega Serie A itself in the event that such body or association should take control of or acquire the Rights commercialisation at any time and for any reason, provided that such entities guarantee to the Licensee the continuation of their relationship upon the same terms and conditions of the License Agreement. The Licensee accepts and authorises Lega Serie A to assign the License Agreement to any company controlled by, including jointly with third parties, controlling, or under common control of, Lega Serie A. Any such assignment shall be implemented by the provision of written notice to the Licensee by Lega Serie A, duly undersigned by the assignee, confirming the obligation of the latter in respect of the terms and the conditions of the License Agreement. Such assignment shall discharge Lega Serie A from its obligations towards the Licensee under the License Agreement.

The Licensee shall not be entitled to assign, in whole or in part, the License Agreement to any third party.

23. Governing Law and jurisdiction

The License Agreement and any related documentation or negotiations shall be governed by and construed in accordance with the laws of Italy. Any and all disputes or claims arising in relation to the License Agreement shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy.

APPENDIX 1 - DEFINITIONS

Additional Content: means the editorial products, including the Edited Highlights and the Highlights Show, concerning the Matches edited by Lega Serie A and distributed to the Licensee, provided with international sound and/or English commentary, as specified in Appendix 4;

Archive Footage: means the footage of a Match after midnight of the eighth day from the day in which such Match was played. For the purposes of the License Agreement, the rights to transmit, communicate and make available the Archive Footage, if expressly granted under the applicable Key Terms, shall be limited to (i) the Football Season in progress at that specific time and the Football Season immediately preceding that one; (ii) the Clubs participating in the relevant Competition at the time the Archive Footage is exploited; and (iii) the fixtures for which the Licensee is granted the Media Rights during the Football Season in which the Archive Footage is exploited. Any archive footage not related to the Football Season in progress at that specific time and to the immediately-preceding Football Season is excluded from this definition and is therefore excluded from the Rights granted in the License Agreement. If any rights to the Archive Footage are granted under the applicable Key Terms, Archive Footage may only be used by the Licensee for the purpose of creating Audiovisual Products related to the Competitions, with express prohibition to create, through them, monothematic programmes (such as, for example, docufilms, documentaries and other similar formats) about the Clubs and their players, coaches, officials and representatives, Lega Serie A and/or the Competitions;

Audiovisual Products: means all audiovisual products concerning the Matches of the Competitions, produced by Lega Serie A (including, for the avoidance of doubt, the Signal of the Matches and the Additional Content) and, if authorised under the Key Terms, by the Licensee, that the latter is entitled to offer to users in exploitation of the Rights under the License Agreement;

Authorised Channels: means the channels listed in the Key Terms, marked by Licensee's own brands and logos and on which the Licensee is entitled to exploit the Rights;

Authorised Platforms: means the platforms listed in the Key Terms through which the Licensee is entitled to exploit the Rights;

Authorised Language(s): means the allowed language(s) for the exploitation of Rights, as established in the applicable Key Terms;

C.E.T.: means Central European Time as it applies in Italy, including any adjustments made for daylight saving;

Cable Platform: means the system for the transmission, by means of any cable television or SMATV system, of audiovisual images for reception on television sets;

Club: means each sport organisation taking part in the Serie A Championship and/or Coppa Italia and/or Supercoppa Italiana in each, and only in each, Football Season in which such sports organisation takes part even only in one of the above-mentioned Competitions;

Club(s) Official Digital Channels: means the Club(s)' official digital services and/or products, currently existing or to be created in the future, identified by their own official marks, to date: website, web tv and/or mobile application, referred to the Club(s)' sport and/or institutional and/or corporate activities;

Competition(s): means the Serie A Championship, the Coppa Italia and the Supercoppa Italiana;

Consideration: means any consideration due by the Licensee to Lega Serie A under the License Agreement, including both License Fee and Technical Costs;

Coppa Italia: means the competition called Coppa Italia organised by Lega Serie A. It is currently a knockout competition played by 40 Clubs, 20 from the Serie A Championship, 16 from the Serie B Championship and 4 to be determined through a preliminary round among newly promoted clubs from the Serie C Championship to the Serie B Championship and clubs from the Serie C Championship. The "seeded teams", i.e. the top eight Clubs in the ranking according to the applicable regulations, enter the competition only from the round of sixteen. Currently, each head-to-head fixture is played in a single round, with the sole exception of the semi-finals which are played in home and away matches. In principle, the final will be played on neutral ground. Coppa Italia generally runs from July/August to May/June of each Football Season. Matches are scheduled



on dates which differ from the dates during which the Serie A, the Serie B and the national teams' matches take place. The Coppa Italia Matches are carried out in midweek rounds or, exceptionally, on weekends, with the possibility to spread the Matches of the same Round across different dates. Without prejudice to changes that may possibly be decided by Lega Serie A, the structure of Coppa Italia as of the date of these GT&C can be summarised in more detail as follows:

Round	Teams	Matches
Preliminary Round	8 (4 Serie B, 4 Serie C)	4 (knockout)
1 st knockout Round	32 (12 Serie A, 16 Serie B, 4 winners of preliminary Round)	16 (knockout)
2 nd knockout Round	16 (winners of 1 st knockout Round)	8 (knockout)
Round of Sixteen	16 (8 winners of 2 nd knockout Round + 8 Serie A "seeded teams")	8 (knockout)
Quarter-finals	8 (winners of Round of Sixteen)	4 (knockout)
Semi-finals	4 (winners of Quarter-finals)	2 (home) + 2 (away)
Final	2 (winners of Semi-finals)	1 (single Match)

The availability of the Signal and of the Additional Content in connection with the Preliminary Round shall be confirmed each Season by Lega Serie A to the Licensee.

The full regulation governing Coppa Italia is published by official notice on Lega Serie A's website;

Correlated Images: means the images filmed inside the stadium and in the respective reserved areas before and after the Match, including the images of the sports events and of the Interviews, as well as the interviews to fans and the images of the stands also during the Match;

Digital Terrestrial Platform: means the system for the transmission, by means of digital terrestrial frequencies in DVB-T standard and its specific evolutions (such as DVB-T2 standard), of audiovisual images in digital format destined to reception on television sets;

Edited Highlights: means the set of basic (rough-cut edit) highlights produced by Lega Serie A or by its appointed service providers, as detailed in Appendix 4, provided with international sound and English commentary;

Editorial Guidelines: means the regulations defined by Lega Serie A and published on its official website, which establish the editorial production criteria related to the audiovisual production of the Matches and the exploitation of the relevant footage;

Football Season or Season: means the period determined by the applicable sports regulations, usually running from 1 July until 30 June of the subsequent calendar year;

Free Transmission: means an unencrypted system of communication to the public of any content that is accessible by all viewers free of charge;

GT&C: means the present document, the Appendixes of which form an integral and substantial part of it, setting out the general terms and conditions governing the License Agreement executed between Lega Serie A and the Licensee for the Media Rights;

Highlights: means footage of the most significant actions of a Match, lasting a maximum of 3 (three) minutes unless indicated otherwise by Lega Serie A, which may include, inter alia, freeze-frames, slow-motion frames, instant replays and any other frames or animated match actions;

Highlights Show: means the 26-minute program produced by Lega Serie A or by its appointed service providers as a recap of each Round, as detailed in Appendix 4, provided with international sound and English commentary;

Interactive Services: means any calls to action on a screen, including, without limitation: (i) overlays; (ii) buttons; (iii) QR codes; (iv) popups; and (v) squeeze-backs, which offer to the viewer the ability to do any of the following: calls to "Play"; calls to bet; view ads; display of, and navigation through, information and statistics; (vi) participation in, and display of, multi-user chats; (vii) participation in, and display of, watch parties; and (viii) purchase of products and services on a first or second video screen associated with Competition content.

For the purposes of this definition, "Play" includes, without limitation, (a) free-to-play games, (b) daily fantasy games, (c) predictions, (d) polls, (e) feedback and opinions, and (f) ratings.

For the purposes of this definition, “Purchase of Products and Services” includes, without limitation, the categories of (A) betting, (B) food, (C) apparel, (D) merchandise, (E) ticketing and (F) web services;

Internet Platform: means the system for the transmission of audiovisual images through the public internet (open IP network) for reception on personal computers, mobile devices or TV sets with or without the need for receiving equipment or software other than those generally available and technologically established;

Interviews: means the interviews to football players, coaches, directors and other officials of the Clubs, to be made in the spaces designated by and in accordance with the provisions of the Regulations on Interviews and Venue Access;

IPTV Platform: means the system for the transmission of audiovisual images through broadband connection on closed IP networks, for reception on TV sets, by way of example through set-top boxes or decoders connected with the distribution system managed by the broadcaster (usually, but not necessarily, based on a subscription model) or distribution through app;

Italian Territory: means the territory including Italy, San Marino Republic and Vatican City, as well as ships and planes flying the Italian flag wherever they are located, ships and planes flying a national flag other than the Italian flag when they operate within the Italian Territory, trains circulating within the Italian Territory and Italian military bases located outside of these areas;

Key Terms: means the document setting out the detailed description of the Rights and of the economic conditions agreed between Lega Serie A and the Licensee;

Lega Serie A or Lega: means Lega Nazionale Professionisti Serie A, a private association whose place of business is at Via I. Rosellini 4, Milan. Lega Serie A groups together Clubs affiliated with the Federazione Italiana Giuoco Calcio (“FIGC”) and participating in the Serie A Championship. Lega Serie A is the organiser of the Competitions and is the entity empowered by the law to commercialise the Media Rights;

Lega Serie A’s Official Digital Channels: means Lega Serie A’s official digital services and/or products, currently existing or to be created in the future, identified by its own official marks, to date: website, web tv, mobile application, radio, web radio and a video player distributed on third-party platforms and on connected TV, referred to the activities of Lega Serie A and/or of its associated Clubs;

License Agreement: means the agreement entered into between Lega Serie A and the Licensee for the license of the Rights in the Licensed Territory. The License Agreement is constituted jointly by these GT&C and the relevant Key Terms. The GT&C and the relevant Key Terms, including their Annexes, shall be read in conjunction and construed as one binding document;

License Fee: means the consideration due by the Licensee to Lega Serie A for the Grant of Rights as established under the applicable Key Terms;

Licensed Territory: means the country/ies or the geographical area(s) in which the Licensee is entitled to exploit the Rights according to the License Agreement;

Licensee: means the party that enters into the License Agreement with Lega Serie A;

Match: means any match of the Competitions from kick off to final whistle;

Media Production Regulations: means the regulations defined by Lega Serie A and published on its official website, as possibly amended each Football Season or, subject to prior notice, during the course of a Football Season, which establish the rules and procedures of the audiovisual production of Matches and other production, organisation and technical matters related to the Competitions;

Media Rights: means the rights to transmit, communicate and make the Audiovisual Products available to the public in accordance with the terms and conditions of the License Agreement;

Mobile Platform: means the system for the transmission of audiovisual images in unicast (PtoP) modality through GSM, GPRS/EDGE, UMTS/HSDPA or LTE standards (and their specific evolutions) for reception on devices connected with mobile communication networks;

Official Digital Accounts: means any official section/account of Lega Serie A and/or the Clubs identified by their respective official marks on any, current or to be invented, digital platforms including but not limited to: i) any online interactive digital

platforms owned by third parties (e.g. Facebook, Instagram, Twitter, Tik Tok and Snapchat) allowing users to create, publish, share, exchange and/or display information, communications and content (including audiovisual content) in virtual communities and networks, ii) any other similar digital platforms owned by third parties, including any platforms sharing user-generated content, any video-sharing platforms (e.g. YouTube) and any live streaming video platforms (e.g. Dugout, Facebook, Periscope);

Official Sponsors or Sponsors: means the sponsors of the Competitions that acquire “official” status, currently the Title Sponsor, the International and/or Regional Presenting Sponsor, the Timekeeper Sponsor, the Data Sponsor, the Official Ball Supplier, the Technology partners and the Official Award partners (Man of the Match, Player of the Month, Coach of the Month);

Official Thematic Channel: means the set of original audiovisual programs lasting not less than 8 (eight) hours per week, mainly referred to a Club’s or Lega Serie A’s sport and/or institutional and/or corporate activities, identified by respective own marks, distributed on any distribution platforms, even of third parties, and transmitted on any means of communication by way of Free Transmission or Pay Transmission;

OTT (Over The Top): means a transmission system by which audiovisual content is delivered via the public internet (open IP network), both linear and on demand, by way of Pay Transmission or Free Transmission, without requiring viewers to subscribe to a cable or satellite service, whose operator would traditionally control the distribution of the content;

Pay Transmission: means a system of communication to the public of any content which is made available to a viewer upon payment of a fee or a charge, including upon individual demand (such as, by way of example, pay television, pay-per view and video-on-demand systems and their future evolutions);

Platform: means any media system needed for the broadcast, transmission and reception of audiovisual content in the Licensed Territory;

Regulations on Interviews and Venue Access: means the regulations defined by Lega Serie A and published on its official website, as possibly amended each Football Season, which establish the rules and procedures for Interviews and access to Competition venues, along with any other editorial rights granted to the Media Rights licensees;

Reserved Rights: means the rights that can be exploited by Lega Serie A and/or the Clubs concurrently with the Licensee, as specified in Appendix 2. The Reserved Rights can be exploited by the Licensee only on the Authorised Channels and, if sub-licensing is authorised by the License Agreement, the Licensee may sublicense such rights only as part of live/delayed Rights sublicenses and not on a standalone basis;

Rights: means the Media Rights and/or any other rights granted by Lega Serie A to the Licensee through the License Agreement;

Round: means (i) a round of Matches of the Serie A Championship, identified as such in the schedule published by Lega Serie A; or (ii) any round of the Coppa Italia and Supercoppa Italiana, according to the schedule issued by Lega Serie A;

Satellite Platform: means the system for the transmission, by means of “direct-to-home” satellite in DVB-S standard (and its specific evolutions, such as DVB-S2), of audiovisual images for reception on television sets and/or enabled set top boxes;

Serie A Championship: means the competition called Serie A Championship organised by Lega Serie A. It is the premier football division in Italy. At present, it consists of a double round-robin tournament played by 20 Clubs and made of overall 380 Matches per Season. Each Club plays any other Club once at home and once away. The Serie A Championship usually runs from August until May of the following year, save for a different duration to allow a possible play-off phase. The three bottom Clubs are relegated to Serie B, with the three top Clubs of Serie B being promoted to the Serie A Championship of the following Season. The full regulation governing the Serie A Championship is published by official notice on Lega Serie A’s website;

Signal: means the international audiovisual feed produced by Lega Serie A containing the images and sound captured by cameras filming the Matches, as well as possible pre- and post-Match content at Lega Serie A’s discretion, and incorporating the marks and/or logos of the Title sponsor, the International/Regional Presenting sponsors, the Timekeeper sponsor, the Data sponsor and the Technology partners of Lega Serie A as well as a possibly-sponsored signature tune;

Slot: means the kick off time of the Matches predetermined by Lega Serie A;



Sub-licensee: means any third-party entity to which the Licensee grants its Rights, in whole or in part, through a Sub-license Agreement;

Sub-license Agreement: means an agreement between the Licensee and any Sub-licensee, which is subject to the terms and conditions provided for in the License Agreement;

Supercoppa Italiana: means the competition called Supercoppa Italiana organised by Lega Serie A. Without prejudice to changes that may possibly be decided by Lega Serie A, it is structured as a knock-out competition between 4 Clubs playing 3 Matches (2 Semi-finals and 1 Final) over 3 days. The 4 participating Clubs are the previous Season's winners and runners-up of the Serie A Championship and Coppa Italia (or, in case the Serie A Championship winner and/or runner-up correspond(s) to the Coppa Italia finalists, the third and, if need be, fourth ranked Club(s) in the Serie A Championship). The Matches may be played in a foreign country or, at Lega Serie A's discretion, at a neutral venue in Italy. The full regulation governing Supercoppa Italiana is published by official notice on Lega Serie A's website;

Technical Costs: means the fee due by the Licensee to Lega Serie A for the provision of the Signal and of the Additional Content, as described in clause 7.2 of these GT&C;

Term: means the duration of the License Agreement as specified in the applicable Key Terms;

Virtual Advertising: means advertising (i.e. insertions of brands, logos, company names, slogans, 3D animations etc. for commercial purposes) digitally inserted in the Signal and intended to give the impression to end users that such advertising is placed physically at the stadium.

APPENDIX 2 - RESERVED RIGHTS

SECTION 1. ARCHIVE FOOTAGE

The Clubs own, in accordance with the Italian decree governing the centralized sales of sports audiovisual rights, the exclusive right to the Archive Footage of their Matches and may consequently exploit each Match on an exclusive basis starting from midnight of the eighth day following its conclusion.

Notwithstanding the above, the Archive Footage may also be exploited:

- a) if the relevant rights are specifically and expressly included in the applicable Key Terms, by the Licensee in relation to the licenced Matches and limited to (i) the Football Season in progress at that specific time and the Football Season immediately preceding that one; (ii) the Clubs participating in the relevant Competition at the time the Archive Footage is exploited; and (iii) the fixtures for which the Licensee is granted the Media Rights during the Football Season in which the Archive Footage is exploited;
- b) by Lega Serie A, limited to the images of the Football Season in progress at that specific time and of the immediately preceding Football Season, only for the purposes of exploiting the Rights reserved to Lega Serie A as described in Section 2 and 3 of this Appendix.

SECTION 2. RIGHTS RESERVED TO LEGA SERIE A AND THE CLUBS FOR THEIR OWN PLATFORMS AND CHANNELS

A. LEGA SERIE A'S AND CLUB'S OFFICIAL DIGITAL CHANNELS AND OFFICIAL DIGITAL ACCOUNTS OTHER THAN YOUTUBE:

Lega Serie A and the Clubs are entitled to exploit:

1. Before the Match:

- a) Audiovisual footage from inside the stadium, including the competition area and the reserved areas, on the Official Digital Accounts, by way of Free Transmission on a live and/or near-live and/or delayed basis, filmed until 5 (five) minutes prior to Match kick-off.

2. During the Match:

- a) Correlated Images (excluding Interviews) by way of Free Transmission on a near-live basis, limited to players' celebrations on the pitch and to the reactions of the public on the stands, of a maximum duration of 10 (ten) seconds per clip and up to a maximum of 3 (three) clips per Match for each Official Digital Account;
- b) Before and after the Match as well as during the Match, audiovisual content filmed with mobile devices (e.g. smartphones, action cams) not comparable to TV broadcast shooting (hereinafter "Short Content") of a maximum duration of 10 (ten) minutes per Match consisting of Correlated Images of the stands to be transmitted on a near-live basis on the Official Digital Accounts and on Lega Serie A's and the Clubs' Official Digital Channels, produced by Lega and/or the Clubs also through third-party individuals contracted/commissioned by the same (by way of example creators/tiktokers/influencers/communities), who may also share such content on their own social media accounts through modalities that will be defined by Lega Serie A in the digital guidelines to be published no later than 3 (three) months before the start of the Football Season and provided that such content is not specifically targeted to the Licensed Territory.

3. After the Match:

- a) Short Content of a maximum total duration of 20 (twenty) seconds per Match, on the Official Digital Accounts and on Lega Serie A's and the Clubs' Official Digital Channels, from four (4) hours after the end of the applicable Match, produced by Lega and/or the Clubs also through third-party individuals contracted/commissioned by the same (by way of example creators/tiktokers/influencers/communities), who may also share

such content on their own social media accounts through modalities that will be defined by Lega Serie A in the digital guidelines to be published no later than 3 (three) months before the start of the Football Season and provided that such content is not specifically targeted to the Licensed Territory;

- b) Highlights and Correlated Images of a maximum duration of 3 (three) minutes per Match by way of Free Transmission on Lega Serie A's and the Clubs' Official Digital Channels from 1 (one) hour after the end of the applicable Match or from 11:30 pm C.E.T. in relation to Matches starting after 3 pm C.E.T. The aforementioned duration is extended to a maximum duration of 5 (five) minutes per Match for transmission from 12 (twelve) hours after the end of the applicable Match;
- c) Interviews by way of Free Transmission on the Official Digital Accounts of a maximum duration of 1 (one) minute per each content item and up to a maximum of three (3) content items per Match for each Official Digital Account, from 2 (two) hours after the end of the applicable Match;
- d) Highlights and Correlated Images by way of Free Transmission on the Official Digital Accounts of a maximum duration of 1 (one) minute per each content item and up to a maximum of 3 (three) content items per Match for each Official Digital Account from 8:00 am C.E.T. on the day after the Match.

B. YOUTUBE:

Lega Serie A and the Clubs are entitled to exploit:

1. After the Match:

- a) Highlights and Correlated Images by way of Free Transmission of a maximum duration of two (2) minutes per Match from 1 (one) hour after the end of the applicable Match. The aforementioned duration is extended to a maximum duration of 5 (five) minutes per Match for transmission from twelve (12) hours after the end of the applicable Match;
- b) Interviews by way of Free Transmission of a maximum of 1 (one) minute per each content item and up to a maximum of 3 (three) content items per Match from two (2) hours after the end of the applicable Match.

C. OFFICIAL THEMATIC CHANNELS:

1. **Lega Serie A and the Clubs** are entitled to transmit on their own **Official Thematic Channel** by means of **Pay Transmission** only and exclusively as an integral part of the programming of the entire Official Thematic Channel:
 - a) before and after the Match as well as during half-time, Correlated Images and Interviews carried out in respect of the priorities outlined in the Regulations on Interviews and Venue Access, to be transmitted on a live, near-live and/or delayed basis. Before the Match, this is permitted in the slot from minus 90 minutes to minus 10 minutes before kick-off with the possibility to have a journalist on the pitch for stand-ups. Lega Serie A may authorise the broadcast of the aforementioned Correlated Images and Interviews up to less than 5 minutes from kick-off in case of special initiatives on the pitch (for example prize-giving, announcements, artistic performances);
 - b) during the Match, full live transmission of the audio commentary;
 - c) after the Match:
 - Highlights of a maximum duration of 3 (three) minutes per Match starting from 30 (thirty) minutes after the end of the Match;
 - a Match recap of a maximum duration of 10 (ten) minutes per Match half from 90 (ninety) minutes after the end of the Match;
 - the delayed transmission of the Match from 24 (twenty-four) hours after the end of the Match.
2. **The Clubs** are entitled to transmit on their own **Official Thematic Channel** by means of **Free Transmission** only and exclusively as an integral part of the programming of the entire Official Thematic Channel:
 - a) before and after the Match, Correlated Images on a live, near-live and/or delayed basis. Before the Match this transmission is permitted in the slot from minus 90 minutes to minus 10 minutes before kick-off;

- b) after the Match:
 - Highlights of a maximum duration of 3 (three) minutes per Match starting from 11:30 pm CET on the day of the Match;
 - a Match recap of a maximum duration of 10 (ten) minutes per Match half from 24 hours after the end of the Match.
3. **Lega Serie A and the Clubs** are entitled to transmit on their own **Official Digital Accounts** by means of **Pay Transmission** only and exclusively as an integral part of the programming of the entire **Official Thematic Channel**:
 - a) Correlated Images and Interviews carried out in respect of the priorities outlined in the Regulations on Interviews and Venue Access, to be transmitted on a live, near-live and/or delayed basis. Before the Match, this is permitted in the slot from minus 90 minutes to minus 10 minutes before kick-off with the possibility to have a journalist on the pitch for stand-ups. Lega Serie A may authorise the broadcast of the aforementioned Correlated Images and Interviews up to less than 5 minutes from kick-off in case of special initiatives on the pitch (for example prize-giving, announcements, artistic performances);
 - b) Highlights and Correlated Images of a maximum duration of 3 (three) minutes per Match starting from 3 hours after the end of the Match.
4. **Lega Serie A and the Clubs** are entitled to transmit on their own **Official Digital Channels** only and exclusively as an integral part of the programming of the **Official Thematic Channel**:
 - a) by means of **Pay Transmission**:
 - Highlights and Correlated Images of a maximum duration of 4 (four) minutes per Match starting from 30 minutes after the end of the Match;
 - the delayed transmission of the Match from 24 hours after the end of the Match;
 - b) by means of **Pay Transmission and/or Free Transmission**:
 - a Match recap of a maximum duration of 10 (ten) minutes per Match half from 24 hours after the end of the Match;
5. **Lega Serie A and the Clubs** are entitled to transmit on their own **YouTube platform** only and exclusively as part of the programming of the **Official Thematic Channel**:
 - a) by means of **Pay Transmission**:
 - the Match on a delayed basis from 24 hours after the end of the Match;
 - b) by means of **Pay Transmission and/or Free Transmission**:
 - a Match recap of a maximum duration of 10 (ten) minutes per Match half from 24 hours after the end of the Match.

D. LEGA SERIE A RADIO CHANNEL:

Lega Serie A is entitled to transmit on its own **Radio Channel**, exclusively as an integral part of the programming of the entire channel, Highlights and Correlated Images in Radio-television mode of a maximum duration of 3 (three) minutes per Match, starting from 1 hour after the end of the Match. This duration is extended to a maximum of 15 (fifteen) minutes per Match starting from 8.00 am CET on the day following the Match.

SECTION 3. RIGHTS RESERVED TO LEGA SERIE A FOR ITS OWN COMMERCIAL ACTIVITIES

Lega Serie A also reserves the right:

- a) to create an official magazine featuring each Serie A Championship, Coppa Italia and Supercoppa Italiana Round, containing images of Matches of a maximum duration of 4 (four) minutes per Match, which may be transmitted in the Licensed Territory not earlier than 24 hours after the end of the applicable Match;



- b) to licence to any third parties (e.g. television broadcasters, websites, apps and sponsors) in the Licensed Territory highlights of a maximum duration of 3 (three) minutes per Match, to be used in the context of programs, magazines and/or as standalone clips for transmission on any channel and platform whatsoever;
- c) to licence to any third parties (e.g. television broadcasters, websites, apps and sponsors) in the Licensed Territory up to 5 near-live clips per Match of a maximum duration of 10 seconds each;
- d) to authorise the sponsor(s) of the “Man of the Match” award to use audiovisual footage of the related awarding ceremony held after the end of each Match for transmission in the Licensed Territory on its(their) own digital platforms on a delayed basis;
- e) to commercialise in the Licensed Territory, independently from the License Agreement, the audiovisual rights related to the presentation of the schedules of the Competitions, the award ceremonies and/or other similar events.

APPENDIX 3 - SIGNAL, INTERVIEWS, ADMISSION TO STADIUMS AND UNILATERAL ACTIVITIES

SECTION 1. THE SIGNAL

All the Serie A Matches, the Coppa Italia Matches starting from the first knockout Round and all the Supercoppa Italiana Matches are produced in Ultra HD technology, from which a Signal in HD1080p50 is derived, to be supplied to the Licensee upon the terms and conditions specified in the GT&C.

The production characteristics of each Match, including minimum technical standards as well as quality and editorial criteria, will be detailed in the Media Production Regulations and Editorial Guidelines.

Productions in new technological formats, such as, by way of example and without limitation, HDR and 8K technology, may be implemented by Lega Serie A in parallel with, in replacement of or in addition to the main production, subject to relevant technical costs to be corresponded by the Licensee when receiving the Signal in such different standards.

Separate production such as, by way of example and without limitation, “Virtual Reality”, “Augmented Reality”, “Replay 360” or other new technologies depending on the future development of the filming technique, possibly in association with statistical data generated by data collection activities and basic tracking produced and processed centrally by Lega Serie A, may also be made available to the Licensee upon reimbursement of the related technical costs.

The Signal made available to the Licensee will include the overlay of the official graphics determined by Lega Serie A which the Licensee undertakes to transmit (by way of example, VAR, GLT and statistics). Should such graphics assets be supplied separately, the Licensee shall be committed to inserting them according to the instructions provided by Lega Serie A.

The Signal made available to the Licensee will include live commentary on additional separate audio tracks as specified below:

- Serie A Championship: English and Italian commentary for all the Matches;
- Coppa Italia: English commentary for all the Matches; Italian commentary for Semifinals and Final;
- Supercoppa Italiana: English and Italian commentary for all the Matches.

SECTION 2. INTERVIEWS, ACCESS TO STADIUMS AND UNILATERAL ACTIVITIES

The following rights are granted to the specified number of licensees of the Serie A Championship, Coppa Italia and Supercoppa Italiana international media rights, to be exercised in compliance with the indications of Lega Serie A and the Regulations on Interviews and Venue Access.

During the Football Season, the Licensee must, from time to time and at least 15 (fifteen) days before the relevant Match, ask Lega Serie A for the relevant authorisation for admission to a Match stadium and acknowledges that such authorisation will be given on a case by case basis at Lega Serie A's complete discretion, taking into consideration, among other factors, logistical availability, the order of submission of the requests and the promotional activities of each licensee in its territory.

Lega Serie A will use reasonable efforts to make such unilateral services available to Licensees and/or Sub-licensee(s). The extent and availability of the services offered by Lega Serie A will be determined by Lega Serie A at the time of such requests.

DAY BEFORE THE MATCH

The day preceding the so-called “Match of the Week” or “Top Match” for the Serie A Championship and “Match of the Round” or “Top Match” for Coppa Italia, as identified in the Regulations on Interviews and Venue Access:

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|---|--|
| (i) the right to attend the press conference presenting the Match, if organised, with the presence of the coach of each Club or, alternatively and at Club's discretion, through the so-called “1 vs. 1” modality with both coaches remotely connected at the same time. At the Club's own discretion, attendance may be replaced by the supply of audiovisual footage of the press conference, in its entirety or by way of excerpts; | Right granted to a maximum of 1 international licensee |
|---|--|

(ii) after the press conference, the right to perform and transmit on a live or delayed basis an Interview with the guaranteed presence of the coach or a player in the starting eleven of the previous Match, of a maximum duration of 5 (five) minutes per Club.	Right granted to a maximum of 1 international licensee
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It is understood that the aforementioned Interviews shall involve each Club no more than 4 (four) times during each Football Season, which may be increased to 5 (five) times after all 20 Clubs have participated in such activity at least 3 (three) times during each Football Season.

MATCH DAY

The individuals authorised by Lega Serie A, at its absolute discretion, to access a Match will be entitled to the following, in compliance with the indications of Lega Serie A and the Regulations on Interviews and Venue Access and subject to the payment of the applicable technical costs:

Facilities

(i) use a commentary position , with related technical equipment and, upon request and availability, a dedicated audio channel of the Signal, as well as live audio-video connection and the possibility of filming with a camera pointed towards the commentary position (“commentary in vision”);	Right granted to all requesting international licensees
(ii) perform live commentary from the pitch (pitch reporter) with related technical equipment and, upon request and availability, a dedicated audio channel of the Signal as well as live audio-video connection;	Right granted to a maximum of 3 international licensees per Match
(iii) integrate the Signal with audiovisual content filmed from a television studio located inside the Stadium in a dedicated area identified by Lega Serie A in accordance with the hosting Club, preferably with pitch view, arranged by the Licensee at its own expenses;	Right granted to a maximum of 1 international licensee per Match
(iv) integrate the Signal, only before the Match, during half-time and after the Match, with additional cameras also depending on future development of filming technique and technology, requested by the Licensee and expressly authorised and provided by Lega Serie A. Such cameras shall be positioned in specific areas determined by Lega Serie A in accordance with the hosting Club and upon proper authorisation that Lega Serie A may give on a case-by-case basis at its complete discretion, with the obligation to make such Signal available to VAR and, if requested, to Lega Serie A;	Right granted to a maximum of 3 international licensees per Match
(v) be entitled to use unilateral windows , by means of a dedicated signal in addition to the Match Signal upon specific request, including interviews and/or customised audio-video connections before and after the Match and interviews or stand-ups at half-time. Implementation and transmission terms will be defined in the Media Production Regulations.	Right granted to all requesting international licensees

Interviews

<p>(i) perform and transmit on a live basis pre-Match Interviews on the pitch before players' warm-up, between 60 and 35 minutes before the start of the Match, following the issuing of the official line-ups, with the guaranteed presence of one of the most representative players in the Match starting eleven. Maximum duration of the interview: 90 seconds;</p>	<p>Right granted to a maximum of 1 international licensee per Match</p>
<p>(ii) perform and transmit on a live basis pre-Match Interviews on the pitch, between 45 and 10 minutes before the start of the Match ("preflash"), following the issuing of the official line-ups, with the guaranteed presence of the coach, in at least 50% of the Matches, or a Club's representative member individually or, at Clubs' discretion, together with the coach or representative member of the other Club. Maximum duration of the interview: 3 minutes;</p>	<p>Right granted to a maximum of 1 international licensee per Match</p>
<p>(iii) perform and transmit on a live basis audio and audiovisual stand-up presentations and commentaries in the period up to 5 minutes before the start of the Match, during half-time and after the Match on the pitch but outside the field of play, with the presence of a maximum of 4 people including journalists, pundits and guests. Some former players who are part of the Legends group managed by Lega Serie A may be selected up to a maximum of 4 times during each Football Season, upon availability and presence on site. Any further and any ad hoc requests of presence will be subject to costs. For the "Match of the Week" or "Top Match" only, to be defined in the Regulations on Interviews and Venue Access, such presentations may also be made on the field of play, in a position identified in agreement with Lega Serie A and the Club, subject to any limitations, including logistical and time limitations, indicated in the Regulations on Interviews and Venue Access;</p>	<p>Right granted to a maximum of 3 international licensees per Match</p>
<p>(iv) perform and transmit on a live basis post-Match Interviews from the pitch with the player awarded the "Man of the Match" prize or another player selected by the Club, for a maximum duration of 3 minutes;</p>	<p>Right granted to a maximum of 1 international licensee per Match</p>
<p>(v) perform and transmit on a live basis post-Match Interviews with coaches in the so-called "Flash Area", for a maximum duration of 5 minutes;</p>	<p>Right granted to a maximum of 5 international licensees per Match</p>
<p>(vi) perform and transmit on a live basis post-Match Interviews in the so-called "Flash Area" with one player per Club among the most representative having participated in the Match, for a maximum duration of 3 minutes;</p>	<p>Right granted to a maximum of 5 international licensees per Match</p>
<p>(vii) perform post-Match Interviews from the so-called "Mixed Zone"</p>	<p>Right granted to all requesting international licensees</p>
<p>(viii) perform and transmit on a live basis post-Match Interviews with the coaches at the press conference. Maximum duration of the press conference: 10 minutes per Club;</p>	<p>Right granted to all requesting international licensees</p>
<p>(ix) perform and transmit on a live basis post-Match Interviews at the press conference with one player per Club among the most representative having participated in the Match. Maximum duration of the press conference: 10 minutes per Club.</p>	<p>Right granted to all requesting international licensees</p>

Content

<p>(i) receive audiovisual content of bus arrival, pitch inspection and official players' kits displayed in the locker rooms, filmed with mobile devices for usage on Licensee's digital platforms, but with express prohibition to sublicense, and delivered as clips available for download on a dedicated platform;</p>	<p>Right granted to all requesting international licensees</p>
<p>(ii) receive audiovisual content of the players walking through the pitch access tunnel before and after the warm-up phase and at the start of the first and second half of the Match;</p>	<p>Right granted to all requesting international licensees</p>
<p>(iii) receive highlights between first and second half of the Match;</p>	<p>Right granted to all requesting international licensees</p>
<p>(iv) for the "Match of the Week" or "Top Match" only, to be defined in the Regulations on Interviews and Venue Access, receive, if available, audiovisual excerpts of players in the locker room of the winning team after the Match, for delayed transmission;</p>	<p>Right granted to all requesting international licensees</p>
<p>(v) receive up to a maximum of 9 isolated camera signals (iso cam) to be used only before the Match, during half-time and after the Match, in full compliance with the provisions of the Editorial Guidelines issued by Lega Serie A;</p>	<p>Right granted to all international licensees attending the Match with their own OB</p>
<p>(vi) receive the unloading from a selection of isolated cameras (iso cam), best action play-out, during half-time and at the end of the Match.</p>	<p>Right granted to all requesting international licensees</p>

APPENDIX 4 - ADDITIONAL CONTENT

The Licensee and, if applicable, its Sub-licensee(s) shall be entitled to access the following content and video formats to be transmitted within the Licensed Territory

LONG EDITS

Long-edit formats referred to the Competitions, available with international sound and English commentary

<p>Highlights Show</p>	<ul style="list-style-type: none"> • A recap show, available at the end of each Round <ul style="list-style-type: none"> – Original images and exclusive interviews – Analysis: a tactical analysis of the top Matches – Slo-mo: curiosities and weekly facts – Stats: the most relevant numbers and statistics of the Matches • Serie A number of episodes: 38 • Coppa Italia and Supercoppa Italiana number of episodes: 8 • Delivery: Tuesday (depending on Match schedule) • Approx. duration: 26 minutes per episode
<p>Extra episodes</p>	<ul style="list-style-type: none"> • Extra episodes related to specific Matches or moments: <ul style="list-style-type: none"> – Season Preview, Mid-Season Recap, End-of-Season Recap – Special editions for specific occurrences • Number of episodes: 3-4 • Delivery: Thursday (depending on Match schedule) • Approx. duration of Season Preview and End-of-Season Recap: 52 minutes each, with the possibility to split in several shorter episodes • Approx. duration of other editions: 26 minutes per episode

SHORT EDITS

Short-edit formats referred to the Competitions

<p>Edited Highlights</p>	<p>Different formats and durations, available with international sound and English commentary.</p> <ul style="list-style-type: none"> • Formats: <ul style="list-style-type: none"> ▪ Short Highlights: 90 seconds ▪ Mid Highlights: 3 minutes ▪ Long Highlights: 5 minutes • Number of Highlights: <ul style="list-style-type: none"> ▪ With reference to Serie A: 380 for each of the formats ▪ With reference to Coppa Italia: 41 for each of the formats ▪ With reference to Supercoppa Italiana: 3 for each of the formats • Delivery: specific time to be defined for each format, from a few minutes after the end of the Match for short Highlights to a few hours after the Match for long Highlights
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Promotional Trailers	<p>Content that allows the Licensee to promote Match programming during the week. Available with international sound</p> <ul style="list-style-type: none"> • Duration: 15-30 seconds for each Promotional Trailer • Number of Promotional Trailers: <ul style="list-style-type: none"> ▪ With reference to Serie A: 380 ▪ With reference to Coppa Italia: 41 ▪ With reference to Supercoppa Italiana: 3 • Delivery: 10 days before each Match, except for specific, calendar-related occurrences
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ANCILLARY CONTENT

Edited content and/or rough-cut footage referred to the Competitions and to the Clubs, also meant for transmission on digital platforms

Off season

Media Days	<p>The Licensee is granted the right to receive audio and photo material produced by the Clubs and/or by Lega Serie A during the so-called “Media Days” organised by each Club playing in Serie A under the coordination of Lega Serie A. The Media Days are attended by the Club’s players and coach and are carried out at the Club’s training facilities or other locations in the Club’s availability, at least twice during each Football Season, i.e. at the start of the Championship and at the end of the winter transfer window.</p> <p>The activities performed during the Media Days include, by way of example, video and photo shooting of coaches and players, filming of promotional messages (e.g. public holiday greetings), audio content, interviews and other video content (challenges, skills, etc.).</p> <p>The content produced during the Media Days will be made available to the Licensee through a media portal managed by Lega Serie A and may be used by the Licensee on the Authorised Channels for transmission within its programming, without prejudice to the right of the Clubs and Lega Serie A to exploit such content on their own Official Digital Accounts, Official Digital Channels and Official Thematic Channel.</p> <p>Without prejudice to the foregoing, the admission of Licensee to the Media Days for the purpose of performing short interviews with coaches and the most representative players is subject to the authorisation of the relevant Club.</p>
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During the season

Lega Serie A will make available short-form content or a lifestyle magazine on a weekly basis. The choice between one format and the other will be made at Lega Serie A’s sole discretion in connection with each Football Season of the Term.



<p>Short-form content during the week preceding the Serie A Matches</p>	<p>Variety of short-form content produced and identified at Lega Serie A’s sole discretion. Examples of content formats:</p> <ul style="list-style-type: none"> - Exclusive interviews to current players, managers, legends, ambassadors or former players (in quick-fire-form questions for social media or longer format for other usage) - Exclusive interviews to celebrities or sports athletes who support the Clubs (in quick-fire-form questions for social media or longer format for other usage) - Docu-stories of fans who have a special relationship with their Club - Head-to-head format with stats and insights - In-depth analysis of rules and new technologies - Social challenges between players - Single-player focus - Single-team focus - Training footage from training facilities - Special promos for Top Matches - Stadium and city presentations <p>Specific Club(s) will be involved each week, with turnover among the Clubs and with a preferential focus on the most significant Match(es) of the Round</p>
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ALTERNATIVELY,

<p>Lifestyle magazine</p>	<p>Long-edit format available with international sound and English commentary.</p> <ul style="list-style-type: none"> • A snapshot of the Competitions, the Clubs, the players and the cities where they are based, with a lifestyle, dynamic approach. A combination of timeless content and the preparation of the upcoming Match Round • Serie A number of episodes: 38 • Coppa Italia and Supercoppa Italiana number of episodes: 8 • Delivery: Wednesday/ Thursday (depending on Match schedule) • Approx. duration: 26 minutes per episode <p>Specific Club(s) will be involved each week, with turnover among the Clubs and with a preferential focus on the most significant Match(es) of the Round.</p> <p>The Licensee will be entitled to extract clips for digital transmission, however preserving the segments that compose the magazine</p>
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APPENDIX 5 - TERRITORIES FOR TRANSMISSION DESTINED TO ITALIAN COMMUNITIES LIVING ABROAD

- (i) **North America:** Canada, Puerto Rico and the USA;
- (ii) **Central and South America:** Argentina, Belize, Bolivia, Brazil, Cayenne, Chile, Colombia, Costa Rica, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, Uruguay, Venezuela, and the Caribbean (Anguilla, Antigua, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Eustatius - also known as Saint Eustace or Statia -, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Saba, St. Barts, St. Kitts and Nevis, St. Lucia, St. Martin, St. Pierre and Miquelon, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos, United States Virgin Islands);
- (iii) **Oceania:** Australia, New Zealand, Papua New Guinea and surrounding islands;
- (iv) **Sub-Saharan Africa:** Nigeria, South Africa and countries of Sub-Saharan Africa (Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Comoros Islands, Congo, Democratic Republic of Congo, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mayotte, Mozambique, Namibia, Niger, Reunion, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, St. Helena, Swaziland, Tanzania, Togo, Uganda, Zambia, Zimbabwe).