

OFFER TO THE MARKET

AUDIOVISUAL RIGHTS

SERIE A CHAMPIONSHIP, COPPA ITALIA,
SUPERCOPPA ITALIANA, PRIMAVERA 1
CHAMPIONSHIP, COPPA ITALIA PRIMAVERA,
SUPERCOPPA PRIMAVERA

NON-EXCLUSIVE SCOUTING DATA
BASE PACKAGE AND SCOUTING
DATA BASE PRIMAVERA PACKAGE
GLOBAL TERRITORY

FOOTBALL SEASONS

2024/2025, 2025/2026, 2026/2027

DATE OF ISSUE:
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This document contains an English courtesy translation of the Offer to the Market issued by Lega Nazionale Professionisti Serie A on 28 August 2024. The Italian text remains the primary text of the Offer to the Market. Should any discrepancy arise, it shall be resolved referring solely to the Italian text.



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1. NON-EXCLUSIVE PACKAGES OFFERED TO MARKET

Lega Nazionale Professionisti Serie A, with registered office at Via Ippolito Rosellini 4, Milan, in the person of its legal representative pro tempore ("Lega Serie A"), hereby revokes, pursuant to the Guidelines, the offer to the market for the non-exclusive Scouting Data base package and Scouting Data base Primavera package, with respect to the 2024/2025 Sport Season, published on July 2, 2024, and publishes this new offer regarding the licensing to Operators of (i) the Audiovisual Rights related to the non-exclusive "Scouting Data Base" Main Package, to be exploited in the Territory and in respect of the Events of the Serie A Championship, Coppa Italia and Supercoppa Italiana during the Football Seasons 2024/2025, 2025/2026 and 2026/2027 and (ii) the Audiovisual Rights related to the non-exclusive "Scouting Data Base Primavera" Optional Package to be exploited in the Territory and in respect of the Events of the Primavera 1 Championship, Coppa Italia Primavera and Supercoppa Primavera during the Football Seasons 2024/2025, 2025/2026 and 2026/2027 ("Offer").

The Offer is made pursuant to the provisions of the Legislative Decree of 9 January 2008, no. 9 ("Decree"), and to the Guidelines approved by the Italian Communications Authority with its resolution no. 90/23/CONS of 4 April 2023 and by the Italian Competition Authority with its resolution of 28 March 2023 ("Guidelines").

The non-exclusive Main Package included in this Offer, as detailed in Section 5, is the following:

Main Package	Platforms	Clauses
Scouting Data Base	Internet and/or Wireless for Mobile Networks	5.1

The non-exclusive Optional Package included in this Offer, as detailed in Section 5, is the following:

Optional Package	Platforms	Clauses
Scouting Data Base Primavera	Internet and/or Wireless for Mobile Networks	5.2

It is specified that only the Operators who simultaneously adhere to the Main Package may adhere also to the Offer for the Optional Package. It is therefore not allowed to adhere to the Offer for the sole Optional Package.

In this document capitalised terms have the meaning given to them by the definitions in the Licence Agreement set out in Annex 1. Definitions not specified therein shall have the meaning ascribed to them by Art. 2 of the Decree.

2. AWARDING PROCESS

All the Operators interested in the non-exclusive Packages may adhere to this Offer, for the exploitations to be made in the Territory through the Platforms provided for in the Package and in compliance with the following minimum requirements:

- a) not having any overdue debts and/or pending disputes with Lega Serie A for any reason whatsoever determined by the non-payment or delayed payment of fees provided for in the license agreements concerning audiovisual rights awarded as a result of the offer to the market prior to the current one;

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- b) unconditionally accepting the requirements, limitations and obligations all set forth in this Offer;
- c) not being subject to crisis, insolvency or liquidation proceedings.

Intermediaries may not participate in the present procedure which is reserved to Operators only.

Interested Operators are invited to carefully consider the provisions of this Offer and its Annexes, in particular the requirements and prescriptions formulated by Lega Serie A and the obligations to be borne by Operators. Each person or entity participating in the Offer declares that it has read and understood all the information set forth in this Offer and has accepted its terms, conditions and procedures, and may not at any time base any claim, action or proceeding against Lega Serie A due to any assumption derived from this Offer.

Pursuant to paragraph 40 of the Guidelines, the awarding of the non-exclusive Main Package and possibly of the Optional Package is finalised by Lega Serie A towards all the Operators which have the necessary requirements, accept all the economic and regulatory conditions set forth in this Offer and, as a confirmation of such acceptance, submit the Licence Agreement for the licensing of the non-exclusive Package, and possibly of the Optional Package, duly signed, in accordance with the text set out in Annex 1, via certified email to the following address: legaseriea@legalmail.it.

The licensing of the non-exclusive Packages shall be deemed executed only upon receipt and acceptance by Lega Serie A of the Licence Agreement under Annex 1 signed by the Operator entitled to the requested licence.

In the absence of receipt and confirmation by Lega Serie A of the License Agreement executed by the Operator entitled to the requested license, the Offer constitutes a mere invitation to adhere to the License Agreement.

Interested parties may adhere to this Offer starting from the date of issue of this Offer until 11.59 pm CET on 15 September 2024.

Lega Serie A may in any case: i) accept adhesions to the non-exclusive Packages also after the above mentioned deadline. In this case the Operator will be required to pay the consideration on a *pro rata temporis* basis in relation to the actual duration of the licence, and ii) accept adhesions to be considered retroactively effective starting from the beginning of the Football Season ongoing at the time of the request, subject to payment of the entire fee.

Lega Serie A reserves the right, which may be exercised at its absolute discretion and at any time provided that it is prior to the execution of the first License Agreement related to the Package, to modify or withdraw the Offer and the Package or right included therein, to amend the composition of the Audiovisual Rights, or to initiate a new Offer. Each interested party shall be immediately notified of such circumstances.

Lega Serie A shall not be responsible, under any circumstances, for any costs or expenses incurred by interested Operators in preparing or submitting their adhesion to the Offer, including those incurred as a result of Lega Serie A's modification or withdrawal of the Offer.

Lega Serie A operates in a position of private autonomy and the procedures for marketing Audiovisual Rights are carried out according to the rules of private law.

The Offer and the related procedure shall be exclusively governed by the laws of Italy and any and all disputes shall be submitted to the exclusive jurisdiction of the Courts of Milan.

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3. LICENSE TERMS

The consideration to be paid to Lega Serie A for the licensing of the non-exclusive Main Package, and possibly of the related non-exclusive Optional Package, is specified in the description of the Package set out in section 5 below.

In addition to the consideration to be paid for each licensed Package, the Licensee is required to pay to Lega Serie A always and in any case the Signal access fees as set forth at clause 5.3 (Access to the Signal) of the License Agreement under Annex 1.

The licence terms, including the payment modalities of the consideration, the fee to access the Signal and other obligations which each Licensee adhering to this Offer shall comply with, are regulated and described in the Licence Agreement set out in Annex 1.

The exploitation of the Audiovisual Rights set out by the non-exclusive Packages shall in any case be carried out in compliance with the provisions of the Decree, the Guidelines, the Invitation to Tender for the Audiovisual Rights of the Serie A Championship issued on 19 May 2023, the Invitation to Tender for the Audiovisual Rights of the Coppa Italia and Supercoppa Italiana issued on 27 June 2023, Invitation to Tender for the Audiovisual Rights of Primavera Competitions issued on 2 July 2024, and the General Terms and Conditions of the License Agreement for the Audiovisual Rights out of the Italian Territory, issued on 2 August 2023.

4. REQUEST FOR CLARIFICATIONS

Operators interested in the acquisition of the non-exclusive Packages may request clarifications on the requirements and modalities of adhesion to this Offer. The requests shall be sent to the following address:

Lega Nazionale Professionisti Serie A

Attn.: Amministratore Delegato

PEC: legaseriea@legalmail.it

Requests of clarifications by phone or with modalities other than above are not allowed.

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5. DESCRIPTION OF THE NON-EXCLUSIVE PACKAGES

5.1 SCOUTING DATA BASE MAIN PACKAGE

Package:	SCOUTING DATA BASE
Platforms:	Internet and/or Wireless for Mobile Networks
Events:	All Events of Serie A Championship, Supercoppa Italiana and those Coppa Italia Events which are produced, according to clause 5.1 of the License Agreement under Annex 1, of the 2024/2025, 2025/2026 and 2026/2027 Football Seasons.
Granted rights:	<p>Non-exclusive Audiovisual Rights to play, communicate and make available the images of the Events on a pay basis, with exploitation starting from 6 hours after the conclusion of each Event and until the end of the License Agreement Term, within the Licensee's Distribution Channel (as identified below) reserved for professional use (B2B), for the exclusive purpose of analysing match actions, performance and tactics of players and teams.</p> <p>The Licensee has the right to request also the signal of the Events captured by the tactical cameras of the Serie A Championship Events, the Coppa Italia (for the latter in relation to the Events played in sports facilities of Serie A Sports Clubs) and, if played in Italy, of the Supercoppa Italiana only. The Licensee shall notify Lega Serie A, at the same time as adhering to the Package, whether it intends to avail itself of this right.</p> <p>Access to the Licensee's Distribution Channel is solely reserved to the Licensee's customers, i.e. natural persons or legal entities operating in the football industry, such as sports clubs, federations, players, coaches, agents, referees, analysts, to whom the Licensee provides access to its online databases by entering into specific agreements ("Users").</p> <p>Any use of the Audiovisual Rights and of the images of the Events other than as indicated above is excluded, in particular any right to transmit and/or make public use of the images of the Events is excluded.</p> <p>It shall also be noted that, with respect to the Archive Footage, the Audiovisual Rights covered by the Package are exercisable by the Licensee(s) on a non-exclusive basis until the end of the License Agreement Term only and exclusively for the purposes set forth in the description of the Package.</p> <p>The Audiovisual Rights also include the non exclusive right to exploit the images of the Serie A Championship 2022/2023 and 2023/2024 Football Seasons till the end of the License Agreement Term only and exclusively for the professional scouting purposes set forth in the Offer and in details in the description of the Package, without prejudice to the acquisition and attribution to Lega Serie A and the Clubs of all data, analyzes and materials developed by the Licensee, pursuant to clause 12. The right to the aforementioned images may in any case be exercised by the Licensee within the limits set forth in Article 9.6.b.1 of the Statutes of Lega Serie A published on the latter's official website.</p> <p>Any right or use not specified herein is excluded from this Package.</p>
Territory:	Global, including the Italian Territory

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Distribution Channel:	The distribution channel that may be used by the Licensee for the exercise of the Rights granted shall be only the online platform owned by the Licensee and branded with its proprietary trademarks reserved for professional use (B2B) containing cataloguing of the Events images. The Licensee is required to communicate to Lega Serie A the name of such platform at the time of execution of the License Agreement.
Restrictions:	<p>The transmission shall be carried out exclusively via streaming (data flow), with no possibility of <i>downloading</i> (storage of images on the Users' devices) by the Users and excluding the possibility for Users to share the images in <i>file sharing</i> mode or any other sharing system.</p> <p>The access to images of the Events shall be in any case forbidden to television devices. The use of smart TV applications or any other technology aimed at allowing the viewing of the images on television screens is therefore prohibited.</p> <p>In case of breach of any of the limits and restrictions set out in the Package in relation to the exploitation of the rights and the use of the images, Lega Serie A may, at any time, suspend the delivery of the Events' Signal to the Licensee or terminate the License Agreement pursuant to clause 8.2, also claiming for damages.</p>
Fees:	<ul style="list-style-type: none">- 2024/2025 Season: € 230.000,00 [two hundred and thirty thousand/00] VAT excluded;- 2025/2026 Season: € 230.000,00 [two hundred and thirty thousand/00] VAT excluded;- 2026/2027 Season: € 230.000,00 [two hundred and thirty thousand/00] VAT excluded

5.2 SCOUTING DATA BASE PRIMAVERA OPTIONAL PACKAGE

Package:	SCOUTING DATA BASE PRIMAVERA
Platforms:	Internet and/or Wireless for Mobile Networks
Events:	All Events of Primavera 1 Championship and Supercoppa Primavera, and those Coppa Italia Primavera Events which are produced, according to clause 5.1 of the License Agreement under Annex 1, of the Football Season 2024/2025, 2025/2026 and 2026/2027.
Granted rights:	<p>Non-exclusive Audiovisual Rights to play, communicate and make available the images of the Events on a pay basis, with exploitation starting from 6 hours after the conclusion of each Event and until the end of the License Agreement Term, within the Licensee's Distribution Channels (as identified below) reserved for professional use (B2B), for the exclusive purpose of analysing match actions, performance and tactics of players and teams.</p> <p>Access to the Licensee's Distribution Channel is solely reserved to the Licensee's customers, i.e. natural persons or legal entities operating in the football industry, such as sports clubs, federations, players, coaches, agents, referees, analysts, to whom the</p>

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	<p>Licensee provides access to its online databases by entering into specific agreements ("Users").</p> <p>Any use of the Audiovisual Rights and of the images of the Events other than as indicated above is excluded, in particular any right to transmit and/or make public use of the images of the Events is excluded.</p> <p>It shall also be noted that, with respect to the Archive Footage, the Audiovisual Rights covered by the Package are exercisable by the Licensee(s) on a non-exclusive basis until the end of the License Agreement Term only and exclusively for the purposes set forth in the description of the Package.</p> <p>Any right or use not specified herein is excluded from this Package.</p>
Territory:	Global, including the Italian Territory
Distribution Channel:	It is the same Distribution channel used for the exercise of the Main Package.
Restrictions:	<p>The transmission shall be carried out exclusively via streaming (data flow), with no possibility of <i>downloading</i> (storage of images on the Users' devices) by the Users and excluding the possibility for Users to share the images in <i>file sharing</i> mode or any other sharing system.</p> <p>The access to images of the Events shall be in any case forbidden to television devices. The use of smart TV applications or any other technology aimed at allowing the viewing of the images on television screens is therefore prohibited.</p> <p>In case of breach of any of the limits and restrictions set out in the Package in relation to the exploitation of the rights and the use of the images, Lega Serie A may, at any time, suspend the delivery of the Events' Signal to the Licensee or terminate the License Agreement pursuant to clause 8.2, also claiming for damages.</p>
Fee:	<ul style="list-style-type: none">- 2024/2025 Season: € 50.000,00 [fifty thousand/00] VAT excluded;- 2025/2026 Season: € 50.000,00 [fifty thousand/00] VAT excluded;- 2026/2027 Season: € 50.000,00 [fifty thousand/00] VAT excluded.

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ANNEX 1 - LICENCE AGREEMENT FOR NON-EXCLUSIVE PACKAGE OF AUDIOVISUAL RIGHTS

BETWEEN

LEGA NAZIONALE PROFESSIONISTI SERIE A, with registered office at Via I. Rosellini 4, 20124, Milan, Tax Code and VAT no. 06637550960, in person of the President and legal representative pro tempore Lorenzo Casini ("Lega" or "Lega Serie A")

AND

_____, with registered office at _____, street _____, _____, Tax Code and VAT no. _____, in person of the legal representative *pro tempore* _____ ("Licensee").

WHEREAS

- A.** pursuant to and for the purposes of Legislative Decree 9 January 2008, no. 9 and the Guidelines approved by the Italian Communications Authority with its resolution no. 90/23/CONS of 4 April 2023 and by the Italian Competition Authority with its resolution of 28 March 2023, on 28 August 2024 Lega Serie A issued the Offer regarding the Audiovisual Rights related to the non-exclusive "Scouting Data Base" Main Package in respect of the Serie A Championship, Coppa Italia, Supercoppa Italiana during the Football Seasons 2024/2025, 2025/2026 and 2026/2027. for the Territory, as well as the Audiovisual Rights related to the non-exclusive " Scouting Data Base Primavera" Optional Package in respect of the Primavera 1 Championship, Coppa Italia Primavera, Supercoppa Primavera, during the Football Seasons 2024/2025, 2025/2026 and 2026/2027. for the Territory;
- B.** the Licensee has adhered to the above mentioned Offer with reference to the non-exclusive Package(s) identified below, which is licensed by Lega Serie A under the terms and conditions set forth herein.

In light of the above, which is integral part of this agreement, the parties agree as follows.

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1. DEFINITIONS

The following capitalised terms shall have the following meanings (words importing the singular also include the plural and vice-versa, as applicable):

Archive Footage	the footage of the Event after midnight of the eighth day from the day in which such Event has been played. Without prejudice to the content of the Packages, the right to transmit, communicate and make available such Archive Footage is reserved by the Clubs.
Audiovisual Platforms	unless otherwise indicated, the Platforms for the transmission and/or reception of images and sounds of the Audiovisual Products contemplated in this Offer, namely the Internet Platform and the Wireless for Mobile Networks platform.
Audiovisual Products	the editorial products concerning the Events according to the definition in letter v) of clause 2 of the Decree.
Audiovisual Rights	with reference to the Competition the rights as specified in art. 2, letter o) of the Decree, that are the rights to communicate and make available the Events of the Competitions, as better described in the Packages, to the public until midnight of the eighth day following the conclusion of each Event in accordance with the terms and conditions set out herein.
C.E.T.	Central European Time as it applies in Italy, including any adjustments made for daylight savings which shall be used in order to determine the time to be applied in the various circumstances.
Closed Circuit	the distribution's mean of Audiovisual Products in a closed system, including inside the sports facilities where the Events are played, the mean of transmission and reception in an encrypted way, reserved only to users authorised to such reception.
Club	each sport organisation taking part in the Competitions, as applicable, during the Football Season.
Competition Logo	the logo of each Competition as set up by Lega Serie A, inclusive of the "Title Sponsor", determined by Lega Serie A at its discretion.
Competitions	the Serie A Championship, the Coppa Italia, the Supercoppa Italiana, the Primavera 1 Championship, Coppa Italia Primavera, Supercoppa Primavera or different future name, of the Term.
Correlated Images	the images recorded inside the stadium and in the respective reserved areas before and after the Event, including the recorded images of the sports events and of the Interviews, as well as the interviews to fans and the images of the stands recorded also during the Event, which the Licensee may film and use within the limits and conditions set out in this License Agreement.
Decree	the legislative decree of 9 January 2008, no. 9 and subsequent modifications currently in force.
Delayed	the transmission of the Event after the conclusion of such Event.

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Editorial Guidelines	the regulations approved and issued by Lega Serie A on its official website to establish the production editorial criteria relating to the realisation of the audiovisual production of the Event and the use of the related images.
Event	the event consisting of the pre Match, first half of the Match, half-time, second half of the Match and post Match phases.
Football Season	the period running, in accordance with the applicable sports regulations, usually from 1 July until 30 June of the following calendar year.
Guidelines	the guidelines for the centralised sale of Audiovisual Rights, as approved by the Italian Communications Authority (AGCOM) with its resolution no. 90/23/CONS of 4 April 2020 and by the Italian Competition Authority (AGCM) with its Resolution of 28 March 2023.
Highlights	footage of a Event's most significant passages of play, up to a maximum length of 3 minutes, if not established otherwise, which may include freeze-frames, slow-motion frames, instant replays and any other permissible frames or animated match action processing that may be used within the limits and conditions of this License Agreement.
Independent Intermediary	the entity specified under clause aa) of art. 2 of the Decree.
Internet Platform	the system for the transmission of audiovisual images through the public Internet (open IP net) for their reception on personal computers, mobile devices or TV with or without the need for equipment or receiving software other than those generally available and technologically established.
Interviews	the interviews of football players, coaches and company managers of the Clubs, to be made in spaces and according to the provisions of each Package and the Interviews and Venues access Regulations.
Italian Territory	the territory including Italy, San Marino Republic and the Vatican City.
License Agreement	this agreement concerning the time-limited licence, to the Licensee, of the Scouting Data Base Main Package and, if selected, the Scouting Data Base Primavera Optional Package in accordance with the conditions specified below and concluded in the forms and with the modalities set forth in clause 7.1 below.
Licensee	each Operator to which has been awarded the Main Package and possibly of the related Optional Package.
Live	the transmission of the Event in real time.
Main Competitions	the Serie A Championship, the Coppa Italia, the Supercoppa Italiana or different future name, of the Term.
Main Package	the Package related to the Events of the Main Competitions included in the Offer and set forth in clause 5.1 of the Offer.
Match	the part of the Event starting from the kick-off whistle to the final whistle of the match.
Media Production Regulations	the regulations drafted by Lega Serie A and published on its official website, which Lega Serie A may modify Football Season by Football Season or upon reasonable notice during a Football Season, governing the rules and procedures of the audiovisual production of Events and any other productive, organisational and technical matters related to the Main Competitions and the Offer.

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Offer	the contractual proposal contained in the offer to the market for a non-exclusive Scouting Data Base Main Package and the Scouting Data Base Primavera Optional Package issued by Lega Serie A on 28 August 2024 and referred above.
Official Sponsors	the sponsors of each Competition that acquire "official" Lega Serie A status, among which the Title sponsor, Time Keeper sponsor, Data sponsor, Official Ball Supplier, Technology partners and Official Awards partners (<i>Man of the Match, Player of the Month, Coach of the Month and with regard to the Primavera Competitions, the Player of the Season</i>).
Optional Package	the Package which can only be adhered to by the Operators which simultaneously adhere to the Main Package and related to the Events of the Primavera Competitions included in the Offer and set forth in clause 5.2 of the Offer.
Operator	a party operating in the sport services industry and supplying, through its own online platform and database, analyses of Matches, performance and tactics of players and teams, data and statistics to football industry professionals (sports clubs, players, coaches, agents, analysts, etc.), in order to support football scouting.
Package	the set of Audiovisual Rights relating to the Events of the Competitions that are included in the Offer.
Pay Transmission	the transmission of the Audiovisual Rights which are made available to a viewer upon conditional access and the payment of a fee or a charge by the User, 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	as applicable from time to time, any of the transmission and/or reception systems of the Audiovisual Products contemplated in this Offer and the Licence Agreement.
post Match	the phase of the Event starting from the final whistle of the Match until the moment of players leaving the sports stadia or the 75th minute after the final whistle of the Match, whichever is the latter.
pre Match	the phase of the Event starting from the the players' arrival at the stadium or the 90th minute before the Match, until the kick-off whistle of the Match, whichever is earlier.
Primavera Competitions	The Primavera 1 Championship, the Coppa Italia Primavera, the Supercoppa Primavera, or different future name, of the Term.
Repeat	the entire transmission of the Event following the first transmission.
Round	the round of each Competition comprising all the Events played during one or more days, according to the schedule issued by the organiser of the Competitions.
Signal	the audiovisual signal containing the images and sound captured by cameras filming the Events including marks and/or logos of the Title sponsor, the Time Keeper sponsor, the Data sponsor and of the Technology partners of Lega Serie A.
Slot	the time slot, of which Lega Serie A predetermines the kick-off time, in which one or more Matches may be played.

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Summary	the transmission of the Event with a maximum duration of 10 minutes for each half of the match.
Technology Partners	the official Lega Serie A partners of specific formats such as, at present and by way of example, the VAR Partner, the GLT Partner and the Innovation & Technology Partner.
Territory	all countries and territories of the world, including the Italian Territory.
Term	the duration of the License Agreement, specified in the following clause 8.1.
Users	natural persons or legal entities operating in the football industry, such as sports clubs, federations, players, coaches, agents, referees, analysts, to whom the Licensee provides access to its online databases by entering into specific agreements
Wireless for Mobile Networks Platform	the system for the transmission of audiovisual images in unicast (PtoP) modality through 2G, 3G and 4G technologies and their specific evolutions as 5G for their reception on devices connected with mobile communication networks.

Terms not defined in this Licence Agreement shall have the meaning given to them by the definitions in the clause 2 of the Decree.

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2. THE COMPETITIONS

2.1 Lega Nazionale Professionisti Serie A

Lega Serie A is a private association grouping together Clubs affiliated with the Federazione Italiana Giuoco Calcio ("FIGC") and participating in the Serie A Championship.

Lega Serie A is the entity to which is demanded under art. 2, let. e) of the Decree, the organization of the following competitions, attended by a number of Clubs in compliance with formalities and durations provided for by dedicated regulations: Serie A Championship, Coppa Italia, Supercoppa Italiana, Primavera 1 Championship, Coppa Italia Primavera, Supercoppa Primavera and their potential future evolutions. With reference to these competitions, Lega Serie A decides the schedules, dates and times.

Lega Serie A operates in a position of private autonomy and the procedures for the commercialization of Audiovisual Rights are carried out according to the rules of private law.

The Licensee acknowledges and accepts that the period and the rules for staging the Competitions may be subject to changes also due to legislative or regulatory measures, both of ordinary and extraordinary nature, issued by the competent governmental or sports Authorities and that, in application of the provisions of paragraph 6.1 below, such modifications (including, without limitation of the foregoing and by way of example, the suspension of the Competitions for health reasons, or their staging behind closed doors, or at times and allocation of Rounds and Matches other than ordinary) shall not constitute grounds for any reduction or modification of the consideration.

2.2 Serie A Championship

The Serie A Championship is the most important and followed football competition organised by Lega Serie A. At present, the Serie A Championship consists of 20 Clubs and is based on home and away matches, without prejudice to provisions of the competent bodies applicable from time to time. Each team plays one home and one away match with each of the other teams, making a total of 380 matches per Football Season. The Serie A Championship normally takes place between August and the following May, save for a different duration which may be needed in order to play a possible round of playoffs.

The first-ranked team in the Serie A is the winner of the Championship and acquires the title of Champion of Italy. The teams ranked immediately below participate in the European Cups the subsequent season. Currently, the teams ranked in the last three places in the ranking are relegated to the Serie B Championship.

2.3 Serie A Championship Slots

Each Round of the Serie A Championship is, in principle, played on a Saturday, Sunday and Monday and, as a general rule, the following Slots for Matches of the Football Seasons 2024/2025, 2025/2026 and 2026/2027:

- a) Saturday at 3:00 p.m. C.E.T.,
- b) Saturday at 6:00 p.m. C.E.T.,
- c) Saturday at 8:45 p.m. C.E.T.,
- d) Sunday at 12:30 p.m. C.E.T.,
- e) Sunday at 3:00 p.m. C.E.T.,

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- f) Sunday at 6:00 p.m. C.E.T.,
- g) Sunday at 8:45 p.m. C.E.T.,
- h) Monday at 8:45 p.m. C.E.T.

In In such context, the Matches are allocated as follows:

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
12.30 p.m.							1 Match
3.00 p.m.						1 Match	2 Matches
6.00 p.m.						1 Match	2 Matches
8.45 p.m.	1 Match					1 Match	1 Match

Lega Serie A has the right to schedule midweek Rounds for all Matches of a Round, provided the dates do not overlap with commitments of the Italian national team in accordance with the so-called FIFA windows, or to make those variations to Rounds where necessary due to international competitions.

In case of midweek Rounds, the Matches are allocated as follows:

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
12.30 p.m.							
3.00 p.m.							
7.00 p.m.		(1 Match)*	1 Match	(1 Match)*			
9.00 p.m.		1 Match	6 Matches	1 Match			

* One Match can be scheduled alternatively on Tuesday or on Thursday at 7:00 p.m. C.E.T.

With reference to the Football Season's Rounds, Lega Serie A may modify the Slots in accordance with the following playing schedule:

- a) Saturday at 6:00 p.m. C.E.T.,
- b) Saturday at 8:45 p.m. C.E.T.,
- c) Sunday at 6:00 p.m. C.E.T.,
- d) Sunday at 8:45 p.m. C.E.T.,
- e) Friday at 6:30 p.m. C.E.T. or, alternatively, Monday at 6:30 p.m. C.E.T.,
- f) Friday at 8:45 p.m. C.E.T. or, alternatively, Monday at 8:45 p.m. C.E.T.

or

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- a) Saturday at 6:00 p.m. C.E.T.,
- b) Saturday at 8:45 p.m. C.E.T.,
- c) Sunday at 12:30 p.m. C.E.T.,
- d) Sunday at 3:00 p.m. C.E.T.,
- e) Sunday at 8:45 p.m. C.E.T.

or

- a) Friday at 8:45 p.m. C.E.T., or, alternatively, Friday at 6:30 p.m. C.E.T.,
- b) Saturday at 3:00 p.m. C.E.T.,
- c) Saturday at 6:00 p.m. C.E.T.,
- d) Saturday at 8:45 p.m. C.E.T.,
- e) Sunday at 12:30 p.m. C.E.T.,
- f) Sunday at 3:00 p.m. C.E.T.,
- g) Sunday at 6:00 p.m. C.E.T.,
- h) Sunday at 8:45 p.m. C.E.T.,
- i) Monday at 8:45 p.m. C.E.T., or, alternatively, Friday at 8:45 p.m. C.E.T.

	Fri	Sat	Sun	Mon
6.00 p.m.		1 st Slot	3 rd Slot	
6.30 p.m.	Slot e) alternative for one Match to Sunday 6.00 p.m. Slot			Slot e) alternative for one Match to Sunday 6.00 p.m. Slot
8.45 p.m.	Slot f) alternative to Monday Slot	2 nd Slot	4 th Slot	Slot f) alternative to Friday Slot

In any case at the beginning of the Football Season, Lega Serie A may modify the Slots, providing notice on its official website at least 30 days before the beginning of the Competition, by adding i) a further Slot on Sunday at 12.30 pm C.E.T., ii) a further Slot on Saturday at 3.00 p.m. C.E.T., iii) a further Slot on Saturday at 6.00 p.m. C.E.T. ensuring, however, that in each Match day, the number of single Slots is not lower than 6 (six), except for midweek Rounds or special Rounds (by way of example the August Rounds of the month of August, Rounds played around Christmas, the Round played on Easter Saturday and the last Round of the championship).

In principle, all Matches of the final Round of the Football Season are expected to be played at the same time (8:45 p.m. C.E.T.) on Sunday. Alternatively, such Matches may be played in multiple blocks being in any case granted that Clubs with equal sport objectives will play in the same block.

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2.4 Coppa Italia and Supercoppa Italiana

The Coppa Italia and the Supercoppa Italiana are organized by Lega Serie A.

With reference to the Coppa Italia, subject to any changes determined by the competent bodies of Lega Serie A, as provided in clause 4.3 below, 40 Clubs take part in such Competition, of which 20 Clubs from the Serie A Championship, 16 Clubs from the Serie B Championship and 4 Clubs determined by the preliminary round described in the following paragraph.

In order to compose the scoreboard of the 40 Clubs participating in the Coppa Italia, 36 teams qualify directly, while the remaining 4 are the winners of a preliminary round. This preliminary round, played on a knockout formula, sees the 4 newly promoted Clubs from Serie C to Serie B host 4 Serie C Clubs identified according to the criteria set in the Coppa Italia Regulations.

As of today, the top eight ranking Clubs, referred to as "seeded teams", make their entry into the scoreboard starting from the Round of 16, providing for the assignment in the scoreboard of No. 1 to the Club that won the Coppa Italia and No. 2 to the Club that won the Serie A Championship in the previous Football Season. In the event that the winning Club of the Serie A Championship coincides with the winning Club of the Coppa Italia, the No. 2 position in the scoreboard shall be assigned to the runner-up Club in the Serie A Championship in the previous Football Season.

Without prejudice to the provisions of the previous paragraph, the positions in the scoreboard shall be assigned according to the order of ranking in the Championship in the previous Football Season, provided that in the Round of 16 the Clubs in question may not play against each other and are entitled to play the single Match at home, and shall also determine whether or not the Quarter-final Match will be played at home and the order in which the Semi-Finals will be played.

The remaining 12 Clubs from the Serie A Championship of the current Football Season together with the 3 Clubs relegated from the Serie A Championship according to the order of ranking in the Championship and the losing Club from the play-off final for qualification to the Serie A Championship of the current Football Season shall make their entry into the competition's scoreboard starting from the round of 64. The positions in the scoreboard shall be assigned according to the order of ranking in the Championship in the previous Football Season provided that the aforesaid Clubs may not play against each other and are entitled to play the single Match at home and that the 4 Clubs referred to in letter d. of the ranking as per the Coppa Italia Regulations shall be assigned positions No. 21, 22, 23 and 24.

Currently, the Coppa Italia is structured as a knockout competition in which each round is played in a single Match, with the sole exception of the Semi-finals, which are played in home and away matches. As a rule, the final is played on a neutral field.

Coppa Italia Matches are normally staged from July/August to May/June of each Football Season. They are scheduled on dates unoccupied by the Serie A and Serie B Championships and National Teams matches. During the Serie A and Serie B Championships, Coppa Italia Matches are held in midweek rounds or, exceptionally, on weekends, with the possibility of distributing the Matches of the same round over several days.

Subject to any changes decided by the competent bodies of Lega Serie A, the structure of the Coppa Italia as of the 2024/2025 Football Season can be summarized as follows.

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Round	Clubs	Matches
Preliminary round	8 (4 Serie B, 4 Serie C)	4 (knockout)
Round of 64	32 (12 Serie A, 16 Serie B, 4 preliminary round winners)	16 (knockout)
Round of 32	16 Round of 64 winners	8 (knockout)
Round of 16	16 (8 Round of 32 winners + 8 "seeded" Serie A)	8 (knockout)
Quarter-finals	8 Round of 16 winners	4 (knockout)
Semi-finals	4 Quarter-finals winners	2 (home) + 2 (away)
Final	2 Semi-finals winners	1 (single Match)

The Coppa Italia Regulations are published by official statement on the institutional website of Lega Serie A.

With reference to the format of the Supercoppa Italiana, subject to any changes determined by the competent bodies of Lega Serie A as provided for in clause 4.3 below, the following 4 Clubs take part in the Supercoppa Italiana:

- the Club that won the Serie A Championship in the previous Football Season;
- the Club that was runner-up in the Serie A Championship in the previous Football Season;
- the Club that won the Coppa Italia in the previous Football Season; and
- the Club that was the runner-up of the Coppa Italia in the previous Football Season.

The Supercoppa Italiana is structured as a knockout competition involving three Matches (two Semi-finals and the Final) in three days. Subject to any changes decided by the competent bodies of Lega Serie A, the structure of the Supercoppa Italiana can be summarized as follows:

Round	Clubs	Matches
Semi-final A	Serie A Championship winner - Coppa Italia runner-up	1 (single Match)
Semi-final B	Coppa Italia winner - Serie A Championship runner-up	1 (single Match)
Final	Semi-final A winner - Semi-final B winner	1 (single Match)

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The Supercoppa Italiana may be played in a foreign country, or, at the discretion of Lega Serie A, on a neutral field in Italy.

In the event that the winning Club in the Serie A Championship and/or the runner-up Club in the Serie A Championship correspond to one or both of the Coppa Italia finalists, the third and possibly the fourth-ranked Club in the Serie A Championship take over. The following ranking is then drawn up in which, in case of substitutions, the positions (1 to 6) shift:

1. Club winning the Serie A Championship;
2. Club winning the Coppa Italia;
3. Coppa Italia runner-up;
4. Serie A Championship runner-up;
5. third-ranked Club in the Serie A Championship;
6. fourth-ranked Club in the Serie A Championship.

The Regulations of the Supercoppa Italiana for the Football Seasons are published by official announcement on the institutional website of Lega Serie A.

The decision of the dates and kick-off times of all the Matches of the Competitions is the exclusive and undisputable responsibility of Lega Serie A. The Matches of Coppa Italia whose kick-off time will be set in the prime-time slot are at least 18 (eighteen) in single slots per Football Season, with a minimum number of 13 (thirteen) Matches in single slots, per Football Season, starting from the Round of 16.

Notwithstanding the foregoing, it is further clarified that there are at least 25 (twenty-five) Coppa Italia Matches in single slots each Football Season.

It should also be noted that prime time is defined as the time slot between 8:30 p.m. C.E.T. and 9 p.m. C.E.T.

As for the Supercoppa Italiana, if played in the Territory, the start time will be set in the aforementioned prime time slot.

2.5 Primavera 1 Championship

The Primavera 1 Championship is the most prestigious youth soccer competition in Italy and is organized by Lega Nazionale Professionisti Serie A. Subject to compliance with the federal provisions in force from time to time, the current format of the Primavera 1 Championship involves the participation of 20 teams, with a first round and a second round (regular season). Each Club plays one home and one away match, for a total of 380 Events. The Primavera 1 Championship usually takes place between August/September and the following May/June.

At the end of the regular season, the top six ranked Clubs will face each other in the location(s) where all the competitions of the Final Phase (Final Six) will be played, for the award of the title of Primavera 1 Italian Champion. The Final Phase will involve 4 single-match knockout Matches (two from Round 1, two from Semifinals) and the Final to award the title.

There are three relegations to the Primavera 2 Championship: two direct relegations (respectively the teams ranked 19th and 20th at the end of the regular season) and one determined by the playoffs, which are held in a single match between the teams ranked 17th and 18th at the end of the regular season (where, however, at the end of the season there is a gap of at least ten points between the aforementioned teams, the playoffs

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will not take place and the team ranked 18th will be directly relegated).

Each Round of the regular season of the Primavera 1 Championships is usually played on Saturdays at 3:00 p.m. C.E.T. with possible anticipated and postponed Matches to be played on Friday, Sunday and Monday, respectively, without prejudice to the right of the Lega Serie A to i) modify and reschedule the Matches and the calendar at different times due to its own indisputable organizational needs and ii) to place the Matches on Saturday and Sunday also in the time slot between 11.00 C.E.T. and 14.30/15.00 C.E.T. and on Fridays/Mondays between 14.30/15.00 C.E.T. and 18.00/20.00 C.E.T. (as for the latter time slot provided that there are adequate lighting conditions of the playing field) to meet specific scheduling requirements by the Licensee, where this does not clash with sporting/logistical requirements (in which case the latter shall prevail).

For the Final Phase competitions, Lega Serie A will issue the relevant schedule of dates and times.

2.6 The Coppa Italia Primavera and the Supercoppa Primavera

The Coppa Italia Primavera and the Supercoppa Primavera are organized by Lega Nazionale Professionisti Serie A. Subject to compliance with the federal provisions in force from time to time, the current format of the Coppa Italia Primavera provides for the participation of the Clubs participating in the Primavera 1 Championship and Primavera 2 Championships. The aforementioned Clubs face each other according to a calendar that provides for successive stages between them (tennis-type scoreboard) of the Coppa Italia Primavera. The eight "seeded" teams (the winning team of the Coppa Italia Primavera and the best 7 ranked teams in the Primavera 1 Championship, during the previous Football Season) make their entry into the competition in the Round of 16, while the previous rounds are divided according to the remaining teams that are part of the roster. This is followed by the Quarter-finals (4 matches), the Semi-finals (2 matches) and the Final. Currently, the Coppa Italia Primavera is structured as a knockout competition in which each round is played in a single match.

The Final match is customary played on a neutral field, determined by Lega Serie A at its sole discretion.

The matches of the Coppa Italia Primavera are customary played from August/September to April/May of each Football Season on Wednesday at 3:00 p.m. and/or 5:00 p.m. C.E.T. (in the autumn and spring periods) and at 2:00 p.m. C.E.T. (in the winter period) with possible anticipated and postponed Matches to be played on Tuesdays and Thursdays, respectively, without prejudice to i) the right of Lega Serie A to modify and reschedule the Matches and the calendar at different times due to its own unquestionable organizational needs and ii) to also schedule the Matches in other time slots to meet specific scheduling requirements by the Licensee, where this does not clash with sporting/logistical needs (in which case the latter will prevail).

The Supercoppa Primavera is played annually between the winner of the Primavera 1 Championship and the winner of the Coppa Italia Primavera of the Football Season preceding the relevant season. Normally, the Supercoppa Primavera is played in a single match at the home of the Club that won the Primavera 1 Championship and is generally scheduled in the stadium where the first team of the Club plays its Serie A Championship matches or in another sports facility suitable for the level of the Competition. Each year, the date and time of the match is agreed upon by Lega Serie A with the two participating Clubs.

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3. THE PACKAGE

3.1 Lega Serie A grants a non-exclusive licence to the Licensee for the Audiovisual Rights under the Package indicated below which, the Licensee may exercise in the Territory for the realisation of its own Audiovisual Products, through the specified Distribution Channel according to the Package, in accordance with all the terms and conditions provided for in this License Agreement and the Offer.

a) Main Package	"Scouting Data Base", as detailed in the Offer.
b) Main Competitions Events	All Events of the Serie A Championship, Supercoppa Italiana, and the Events which are produced, according to clause 5.1 of the License Agreement, of the Coppa Italia of the Football Seasons 2024/2025, 2025/2026 and 2026/2027.
c) Platform(s)	Internet and/or Wireless for Mobile Networks
d) Main Package tactical camera Signal	<input type="checkbox"/> YES <input type="checkbox"/> NO
e) Optional Package <i>including the Events of the Primavera 1 Championship, Supercoppa Primavera and the Events which are produced according to art. 5.1 of the License Agreement, of the Coppa Italia Primavera of the Football Seasons 2024/2025, 2025/2026 and 2026/2027.</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
f) Distribution channel	

3.2 The licence is granted on a non-exclusive basis. Therefore, the Audiovisual Rights included in the Packages may be exploited without restriction by Lega Serie A, Clubs, their assignees and any other third parties, without the Licensee being entitled to any claims, for whatever reason, against whomsoever with respect to such other uses.

3.3 Any rights not specifically and expressly granted to the Licensee in this License Agreement shall be excluded from the Audiovisual Rights that are part of the licence and shall be reserved to and exploited by Lega Serie A, Clubs and their respective assignees for all intents and purposes.

3.4 Any communications regarding the licence is effective only if made by registered letter addressed to the recipient's domicile, or by certified e-mail to the following addresses:

- Lega Nazionale Professionisti Serie A: to the attention of Chief Executive Officer, Via Rosellini 4, 20124 Milan, certified e-mail: legaseriea@legalmail.it;
- Licensee: to the attention of Mr./Ms. [], registered office [], certified e-mail [].

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4. RESERVED RIGHTS

4.1 Reserved Rights

The Audiovisual Rights granted to the Licensee as part of the Main Package and, in case of acquisition by the Licensee, of the Optional Package are exclusively the ones provided in the description of the Packages. Any rights not expressly included as part of the Packages shall be excluded and reserved by Lega Serie A and may be directly exploited and/or freely commercialised at any moment without restrictions.

The Licensee acknowledges that these limits and modalities are mandatory and therefore not modifiable either by virtue of asserted practices or by interpretation and that any changes must result *ad substantiam* from a deed signed by Lega Serie A in order to be enforceable against the same. Any derogation from the foregoing is at the sole discretion of Lega Serie A and is subject to prior written agreement with Lega Serie A on regulatory and economic conditions.

4.2 Reserved Rights of the Clubs and of Lega Serie A

The Licensee shall carefully consider the rights reserved to Lega Serie A and to the Clubs, amongst others, as set out hereinafter. The Licensee waives as of now any use that may limit or jeopardize the exploitation of such rights by Lega Serie A and/or the Clubs and their assignees, and without the Licensee being entitled to any claims against Lega Serie A and/or the Clubs and their assignees:

- in the Italian Territory as described at Annex 2 of the Invitation to Tender for Audiovisual Rights Serie A Championship Live Pay Packages for the Italian Territory for the 2024/25, 2025/26, 2026/27, 2027/28, 2028/29 Football Seasons, to Annex 2 of the Invitation to Tender for Audiovisual Rights of the Coppa Italia and Supercoppa Live Package for the Italian Territory for the 2024/25, 2025/26, 2026/27 Football Seasons and to Annex 2 of the Invitation to Tender for the Audiovisual Rights of the Primavera Competitions Live Package for the Italian Territory for the 2024/25, 2025/26, 2026/27 Football Seasons published on the Lega Serie A official website;
- outside the Territory of Italy as described in Annex 2 of the General Terms and Conditions of the License Agreement published on August 2, 2023;

Notwithstanding the provisions of such Invitations regarding the Archive Footage, the Audiovisual Rights included in the Scouting Data Base Main Package and in the Scouting Data Base Optional Primavera Package may be exploited by the Licensee on a non-exclusive basis until the end of the Term of the Licence Agreement solely and exclusively for the purposes indicated in the description of the related Package.

4.3 Lega Serie A Rights with regard to the programming of the Events and to the format of the Competitions

Without prejudice to clauses 2.2, 2.3, 2.4, 2.5 and 2.6 and notwithstanding any provision of this License Agreement, the Licensee acknowledges and accepts that the choice of dates, times, Slots and Rounds of all Events, as well as of the format of the Competition, belongs solely and unquestionably to Lega Serie A, and

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therefore expressly acknowledge and accept that:

- (a) Lega Serie A reserves the right to amend the scheduled dates, times, Slots and Rounds of Events indicated in this License Agreement, 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 authority(ies), or in cases of conflict with national holidays such as Easter or Christmas. Such amendment right by Lega Serie A shall include, amongst others, the right to make changes to any Match's intended time of kick-off, communicating such change to the Licensees as early as possible;
- (b) Lega Serie A reserves the right, without prejudice to the following clause 7.3.1. c), to make changes to the rules governing the participation in the Competition (such as, by way of example and without limitation, the number of participating teams) and/or to the Competition's systems (such as, by way of example and without limitation, the format of the Competition) and, consequently, to the total number of Matches to be played.

Under no circumstances the exercise of any of the rights above, jointly or severally, shall constitute grounds for (i) claims by the Licensee (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, (ii) requests by the Licensee (or any other third party) to modify the contents of a Package, or (iii) requests by the Licensee or by third parties of reduction of the consideration payable by the Licensee or any other third party.

Lega Serie A reserves the right to modify the name of each Competition during the Term.

5. AUDIOVISUAL PRODUCTION

5.1 Host Broadcaster

The audiovisual production of the Events of the Main Competitions of the Football Seasons 2024/2025, 2025/2026 and 2026/2027 is carried out by the Clubs or, for those not intending to carry out such activity, by Lega Serie A, which may do so directly or through a technical service.

The audiovisual production of the Events of the Primavera Competitions of the Football Seasons 2024/2025, 2025/2026 and 2026/2027 is carried out by Lega Serie A, which may do so directly or through a technical service.

The audiovisual production is guaranteed for all Events with the same standards provided for the relevant Competitions, in particular in relation to the Coppa Italia starting from the round of the 64 and in relation to the Coppa Italia Primavera only with respect to the Semi-finals and Final.

5.2 Production Modalities

Production modalities of the Main Competitions, including the minimum technical standards and quality and editorial criteria which each audiovisual production must comply with, are determined upon its discretion by Lega Serie A and are indicated in the annexes to the Guidelines, which Lega Serie A sets out and details in the Media Production Regulations and in the Editorial Guidelines. Lega Serie A undertakes to issue the Media Production Regulations and the Editorial Guidelines on its official website before the start of the Football Season 2024/2025. Lega Serie A reserves the right to update the Media Production Regulations and the Editorial Guidelines during the Term.

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5.3 Access to the Signal

5.3.1 Without prejudice to the provision of clause 5.1, Lega Serie A ensures the delivery of the Signal to each Licensee of the Package, providing with access to the Signal in its entirety in the following manner:

- (i) for each Match of the Serie A Championship, the Coppa Italia and the Supercoppa Italiana on a Delayed basis, by no later than 3 hours after the end of each Event, with commentary in Italian and English language through the portal managed by Lega Serie A. For this modality, Lega Serie A charges to the Licensee a price equal to €25.000 (twenty-five thousand/00) for each Football Season;
- (ii) for each Match of each Primavera Competitions on a Live basis via SRT streaming without any kind of commentary. For this modality, Lega Serie A charges to the Licensee a price equal to €30.000 (thirty thousand/00) for each Football Season.

In addition, only for the Matches of the Serie A Championship, the Coppa Italia and, if played in Italy, the Supercoppa Italiana, upon request of the Licensee, Lega Serie A shall make available the signal of the tactical cameras, which shall be provided on a Delayed basis, within 4 hours after the end of each Event, without commentary, within a portal managed by Lega Serie A. For such signal, Lega Serie A shall charge the Licensee an additional price of € 85,000.00 (eighty-five thousand/00) for each Football Season.

5.3.2 It is in any case the responsibility of the Licensee to equip itself with suitable technical equipment for the reception of the images made available to the Licensee by Lega Serie A and to guarantee any service or performance subsequent to such availability, such as, purely by way of example, any transcoding into other formats, editing, post-production and transmission of the images to the Users. Licensee's cameras are not allowed in the sports facility for the purpose of conducting any filming related to the Events, and Licensee is in any event obliged to use only the Signal made available by Lega Serie A.

6. PAYMENTS

6.1 Payment Schedule

- 6.1.1
 - (a) For the licence related to the Main Package, the Licensee shall pay to Lega Serie A for each Football Season the following consideration € 230.000,00 (two hundred and thirty thousand/0) VAT excluded;
 - (b) For the licence related to the Optional Package, the Licensee shall pay to Lega Serie A for each Football Season the the following consideration: € [-----] VAT excluded.
- 6.1.2 The Licensee shall pay to Lega Serie A the consideration related to the 2024/2025 Football Season according to the following schedule: 2 (two) anticipated instalments of equal and consistent amounts respectively expiring 15 days after the execution of the Licence Agreement and on 2 January 2025.

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- 6.1.3 The Licensee shall pay to Lega Serie A the considerations related to the 2025/2026 and 2026/2027 Football Seasons according to the following schedule: 2 (two) anticipated instalments of equal and consistent amounts respectively expiring on 1 July and on 2 January of each Football Season, and therefore on 1 July 2025, 2 January 2026, 1 July 2026 and 2 January 2027.
- 6.1.4 The amounts due by the Licensee as the fee for the access to the Signal in accordance with clause 5.3 are invoiced in 2 (two) instalments of equal and fixed amount with due date respectively on 2 November and 1 March of each Football Season.
- 6.1.5 Payments are deemed effective and shall release the Licensee from its applicable payment obligation solely and exclusively (i) if made by bank transfer, by the due date, and when credited to the bank account of "Lega Nazionale Professionisti Serie A", IBAN IT 280306909484100000013644 or such other bank account communicated in writing by Lega Serie A according to the modalities provided for by the current laws on electronic invoicing or (ii) if made by bank transfer, by the due date, and when credited to the bank accounts of its associated Clubs, on the basis of what indicated each time by Lega Serie A. The transfer receipt of the same shall be the payment acquittance.
- 6.1.6 All considerations or other amounts due by the Licensee shall always be deemed net of VAT and any other similar tax and charges, expenses or costs, including bank charges.
- 6.1.7 The Fee of the Main Package and the Fee of the Optional Package have been determined considering the interest of the Clubs to avail themselves, at conditions better than those of third parties, of the services that the Licensee will realise and offer to the market. Therefore, the Licensee, having acknowledged this interest, undertakes to allow the Clubs to access its services for the entire License Agreement Term at discounted price to be agreed between the Parties.

6.2 Interests - Solve et repete

- 6.2.1 Any delay whatsoever, even of a single day, in the payment of the relevant fee and of the technical costs for the access to the Signal in respect to the due date shall result (without the need for notice) in the accrual of interest in favour of Lega Serie A, to be calculated pursuant to Article 5 of Legislative Decree no. 231/2002 as amended by Article 1, paragraph 1, let. e) of the Legislative Decree no. 192/2012. The entitlement of Lega Serie A to accrued interest under this clause shall be without prejudice to its right of termination for default in payment set out elsewhere in this License Agreement, as well as to any other remedies it may have at law.
- 6.2.2 The payment of the consideration, including the technical costs for the access to the Signal, cannot be suspended or delayed for any reason whatsoever by the Licensee, 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 implementation of the Agreement, in addition to any other rights and remedies it may have under artt. 1453 and ss. of Italian Civil Code.

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7. LICENSE TERMS

7.1 License Agreement

Without prejudice to clause 2 of the Offer concerning the nature of the Offer itself, the License Agreement is executed, immediately coming into force and fully effective and binding between Lega Serie A and the Licensee, once Lega Serie A receives and accepts the License Agreement signed by the Operator entitled to the requested licence. From the moment of execution of the License Agreement, the parties are obliged to fulfill their obligations and perform their respective duties, 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.

The Licensee shall act under its own liability, with exclusion of any direct or indirect liability of Lega Serie A, the Clubs and their assignees.

In particular, the Licensee, in exploiting the Audiovisual Products shall observe any limitation contained in this License Agreement, the applicable regulations and any further applicable legislation, assuming exclusive liability in case of its violation.

In no case will Lega Serie A, the Clubs and/or their assignees be held responsible for the activities pursued by the Licensee with regard to the object of the License Agreement, which therefore accepts and agrees that it will indemnify and hold Lega Serie A, its assignees and the Clubs harmless from and against any and all third parties' claims, demands, losses, damages and costs arising from or in connection with Licensee's activities.

7.2 Licensee's obligations

7.2.1 Lega Serie A grants a non-exclusive licence to the Licensee for the Audiovisual Rights specifically listed in the Package/s assigned to the Licensee for the realisation of the Audiovisual Products, which the Licensee is obliged to transmit on its Platform(s), through its own branded Distribution Channel and services, in the Territory and in compliance with all the terms and conditions set forth in this License Agreement.

7.2.2 **Obligations of compliance with laws and regulations**

The Licensee undertakes to act, in the exercise of the Audiovisual Rights and anything else covered by the License Agreement, in strict compliance with national and international regulations applicable thereto, in particular:

- a) the Decree, the Guidelines, the Offer in relation to the assigned Package/s, the Media Production Regulations, the Editorial Guidelines and all other regulations or communications already issued and to be issued by Lega Serie A with regard to Audiovisual Rights;
- b) the rights on the Events and on the Competitions acquired by the licensees of Packages related to Live broadcasts;

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- c) the applicable laws 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 modifications, all provisions aimed at penalizing unsportsmanlike conduct connected with the betting business, as well as any other regulations and decisions of whatsoever nature that may have been issued by national Authorities or Organisations, national (Lega Serie A, Italian Football Federation, CONI) and international (UEFA and FIFA) sports bodies;
- d) the reasonable instructions that Lega Serie A, as the organiser of the Competitions, reserves the right to issue, in order to protect the image and national and international standing of the Competitions also in relation to the indications of the sporting and non-sporting Authorities, or to protect and preserve sport facilities, the regular organization of the Competitions and in order to respect other assignees' rights and Users' interests;

without the above provisions under (a), (b), (c) and (d) constituting in any case grounds for claims for damages or review of the contents of the Package/s or reduction of the Licence fee, by the Licensee, against Lega Serie A or the Clubs.

7.2.3 Obligations of inserting signature tunes and graphics

With regard to the Competitions of the licensed Package/s the Licensee shall use the Audiovisual Products and any other images related to the Events with the informative official graphics created by Lega Serie A, including the "turn the page" optical effect preceeding and following the transmission of replays (so-called "wipe") and inserted in the Signal, including the written or figurative trademark of the Data Sponsor, the Time Keeper sponsor as well as the Technologies Partners. The Licensee is not allowed to create its own graphics and to superimpose them on the images of the Events, nor to delete or modify the official graphics provided by Lega Serie A in connection with this Signal.

In relation to the Signals produced by Lega Serie A and/or the Clubs and distributed by Lega Serie A, the latter shall make the insertions referred to in the previous points of this clause within the above mentioned Signals and the Licensee shall neither remove nor alter in any case such marks and graphic elements during its transmission of the Audiovisual Products.

7.2.4 Editorial obligations

Without prejudice, inter alia, to the provisions of the following points of this clause, Lega Serie A recognises that the Licensee is entitled to exercise wide entrepreneurial freedom of self-determination in the use of the Rights under each Package, provided that it respects the image, standing and identity of Lega Serie A, of the Clubs, of other sports entities and the value of the football as a product. The Licensee shall respect the following prohibitions:

- not to associate advertising activities (such as, by way of example, sponsorship, patronage, matching, insertion of advertising flashes) and/or promotional activities (such as, by way of example, quiz, price contest) with the Audiovisual Products;
- not to carry out, under any circumstances and in any form, interactive services, meaning any on-screen invitation to action, including, but not limited to, (i) overlays, (ii) buttons, (iii) QR codes, (iv) popups, and (v) squeezebacks, that offer the viewer the opportunity to do any of the following: invitations to play (whether free games, fantasy games, predictions, polls, feedback and opinions, and ratings); invitations to bet; invitations to

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view ads (advertising and non-advertising); to view and navigate through information and statistics; (viii) participate in and view multi-user chats; participate in cd. "watch parties"; and to purchase products and services on a (first or second) video screen associated with the Competitions. For the purposes of this clause, purchase of products and services may include, without limitation, the categories of (A) betting, (B) food, (C) apparel, (D) merchandise, (E) ticketing services, and (F) web3. Any exceptions to the foregoing are at the discretion of Lega Serie A and are subject to prior written agreement with Lega Serie A on regulatory and economic conditions;

- not to carry out, under any circumstances and in any form whatsoever, interactions with sports betting activities, nor may any activities or results of activities related to such sports betting be displayed, in each case in compliance with the relevant regulations;
- not to include forms of misleading advertising nor can any other unfair practices be carried out as regulated in extenso by Articles 18 et seq. of Legislative Decree No. 206 of September 6, 2005 (so-called "Consumer Code");
- not to carry out any initiatives of product placement.

7.2.5 Further Licensee's obligations

The Licensee is also obliged to:

- a. to make the Events' images available to the Users exclusively for professional purposes and exclusively for the allowed analysis purposes and to control, and grant that Lega Serie A may control itself, access to its Distribution Channel in order to avoid (i) any unauthorized transmissions or communications to the public of the Events' images, (ii) any potential misuse of the Events' images or (iii) any unauthorized exploitation of the Audiovisual Rights.

The Licensee also undertakes to monitor the usage of the Events' images by Users and to prosecute, also legally, any unprofessional and/or non-compliant use of the Events' images made available on its Distribution Channel, and expressly undertakes to indemnify and hold harmless Lega Serie A, even after the Term of the License Agreement, from any damages that may arise from the Licensee's failure to comply with any of its obligations under this License Agreement. In this respect, the Licensee undertakes to i) verify that the subjects who intend to enter into an agreement with the Licensee have the necessary requirements for professional use and fall into the category of Users, ii) include in the agreements with its Users specific clauses to protect the Audiovisual Products of Lega Serie A, in particular the agreements shall indicate the specific purposes for which the images of the Events are to be used as indicated in the description of the Scouting Data Base Main Package and, where applicable, of the Scouting Data Base Primavera Optional Package, and shall provide for the prohibition of the use of the images for different purposes, in particular the exclusion of any possibility of transmission and/or public use of the images of the Events, for the prohibition to download and for the prohibition of their storage and use after the Term of the License Agreement;

- b. exercise the Audiovisual Rights and any other right included in this License Agreement and to transmit the Audiovisual Products by ensuring that the signal encryption systems distributed

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- to the Users have a high level of security and inviolability such that they effectively and exclusively allow access to the images only upon individual authorization to the Users;
- c. acknowledge and accept that the limits and modalities described in this License Agreement are mandatory and therefore cannot be modified either by alleged practices or by interpretation and that any changes must be derived ad substantiam by a deed signed by Lega Serie A and undertakes as well to substantially replicate them in the same terms in the agreement it will execute with the Users;
 - d. not to commit nor allow any act and use that may jeopardise the exploitation of the Audiovisual Rights that have been acquired by third parties;
 - e) to observe, within reasonable limits, the conditions that Lega Serie A reserves the right to provide to grant coordination in order to resolve any conflicts between the exploitation of its secondary Audiovisual Rights or its ancillary rights and the exploitation, by other licensees, of the primary Audiovisual Rights or other rights acquired by the latter;
 - f) to obtain, in accordance with the applicable laws, that its transmissions are not in any form or for any reason receivable or otherwise available by parties other than Users. To this end, the Licensee undertakes to put in place all measures necessary or required by Lega Serie A. Accordingly, the Licensee warrants that and undertakes to put in place all security measures necessary to protect the exploitation of the Audiovisual Rights and to prevent the unauthorised reception, exploitation or viewing of the Audiovisual Products. This includes mechanisms such as DRM systems (digital rights management), the regular monitoring of Users and the employment of digital rights management technologies to prevent prohibited uses or treatments of audiovisual content (such as file sharing or unlawful copying), to the full extent permitted by the applicable laws;
 - g) not to transmit Audiovisual Products with commentary different from the one provided by Lega Serie A;
 - h) to acknowledge that, pursuant to applicable law, including in particular the provision under clause 4, par. 6 of the Decree, it is not entitled to any rights to the images and filming of the images relating to the Events. In this sense, the Licensee expressly waives any claims whatsoever on such images and filming and acknowledges that, except for what is strictly necessary for the execution of the licence and within the limits set forth therein, it does not have and shall not be entitled to any rights, whether immaterial or material, to the images and filming of any images of the Events, which may be commercialised only by Lega Serie A and by the Clubs, as far as they are concerned;
 - i) to exercise the rights without jeopardising the image, standing and identity of Lega Serie A, of the Clubs, of other sport entities, of the value of football as a product and of Italian football in any way, considering and complying with the directives of the national and international sporting bodies;
 - j) to continuously execute any possible anti-piracy measures during the Term in order to protect the rights through, if requested by Lega Serie A, judicial and/or administrative activities. The Licensee shall also protect the product through technological activity for the protection of the images made available;
 - k) provide Lega Serie A with five (5) free utilities with access to Licensee's Distribution Channel

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to the Main Competitions and, if applicable, to the Primavera Competitions, together with all licenses, accesses, codes and/or assistance necessary to enable Lega Serie A, if it so requests, to monitor Licensee's use of Events;

- l) not to alter the Audiovisual Products as delivered by Lega Serie A (e.g. by blacking out the logos included in the Signal);
- m) present, upon signing the License Agreement, the following documents in original or certified copy pursuant to Presidential Decree 445/2000: (i), certificate of registration with the CCIAA, or if the Licensee is a company of non-Italian nationality, a copy of a certificate issued by a foreign authority that performs similar functions to the Register of Companies, (ii) documentation or self-declaration indicating that the Licensee is not subject to crisis, insolvency or liquidation procedures;
- n) destroy the images of the Events after the end of the Term of the License Agreement and provide declaration to Lega Serie A of such destruction;
- o) provide Lega Serie A, on a yearly basis, no later than 15 July of each Football Season, with information relating to the the Users' use (number of visualizations) of the Main Competitions and, if applicable, of the Primavera Competitions, together with the information related to the thirty (30) top Users and a comparative analysis of the visualization numbers of the other four (4) main Football Leagues, if distributed by the Licensee.

7.3 Lega Serie A's obligations

7.3.1 In compliance with the applicable law and within the limits of this License Agreement and without prejudice, in particular, to clauses 4.2 and 4.3, Lega Serie A shall be obliged:

- a) to grant to the Licensee the availability of the Audiovisual Rights included in the awarded Package/s;
- b) cooperate with the Licensee to fight, if applicable, also through legal actions, the illegal use by third parties of the rights object of this License;
- c) not to modify (or with regard to Serie A Championship propose to F.I.G.C. to modify the Competitions' systems and formats and/or the rules governing the participation in the Competition in a way which is considerably detrimental in respect to what provided for in this License Agreement. It remains understood that the change in the rules governing the participation in the Serie A Championship consisting in the participation of 18 teams, , and/or by way of example a change in the rules of participation in the Supercoppa Italiana with the participation of only 2 Sporting Clubs and/or a change in the rules of participation in the Coppa Italia with the participation of Sporting Clubs from lower leagues and/or a change in the rules of participation in the Primavera 1 Championship with the participation of 18 Sporting Clubs shall not be deemed "detrimental";
- d) to respect and to ensure that Clubs respect, in all the sports facilities where the Events are played, the minimum criteria for the maintenance of the turf, for the lighting of the sports facilities and for the display of the sideline boards, as established by the Media Production Regulations.

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7.4 Ancillary rights

- 7.4.1 Lega Serie A shall provide the Licensee with access to the Event Signal in the form provided in this License Agreement. However, no liability may be claimed against Lega Serie A, the Clubs and their assignees, and no reduction in the consideration or price of access to the Signal may be enforced for any reason by the Licensee or its assignees, in the event of interruptions or malfunctions of the Signal due to force majeure or to causes not attributable to the willful misconduct or gross negligence of the Lega Serie A or the Clubs and their assignees.

8. LICENCE'S TERM, WITHDRAWAL AND TERMINATION

- 8.1 The Licence Agreement shall be effective from the day of assignment of the Main Package, and, if applicable, of the Optional Package, and during the Football Seasons 2024/2025, 2025/2026 and 2026/2027 and shall end on 30 June 2027, except as provided under clause 8.2.
- 8.2 Subsequent to the first Football Season of the Term, Lega Serie A and the Licensee each have the autonomous and unilateral right to freely withdraw from the License Agreement, without any conditions except for:
- i. The compliance with the terms for exercising the right - which will take effect at the end of the first or second Football Season - which are mandatorily and essentially set at the end of the first and the end of the second Football Season, and therefore by March 1, 2025, with reference to the two Football Seasons 2025/2026 and 2026/2027, and by March 1, 2026, with reference to the 2026/2027 Football Season only; and;
 - ii. The compliance with the form for exercising the right, which must be done through written communication sent by registered mail with return receipt or by certified email (PEC) to the address indicated by the other party in Article 3.4..

The License Agreement shall be considered terminated upon receipt of the notice of withdrawal, without its exercise giving rise to any right, claim or compensation of any kind to the counterparty or any other person who was involved in the execution of the License Agreement, including the Users, without prejudice to the Licensee obligation to provide for the payment of the full Fee due for the Football Season in progress at the time of exercising the withdrawal and any other amount for any reason accrued or accruable in favor of Lega Serie A in that Football Season and without prejudice to the obligations of guarantee, indemnity and confidentiality placed upon the Licensee in the License Agreement and which survive its termination.

- 8.3 Without prejudice to art. 1454 of the Italian Civil Code, Lega Serie A has the right to terminate the License Agreement at any time according to art. 1456 of the Italian Civil Code, upon written communication to the Licensee, in case of breach by the latter of any of the provisions under clauses 6.1.1, 6.1.2, 6.1.3, 6.1.4, 7.2.2, 7.2.3, 7.2.4, 7.2.5 lett. a), b), d), f), j), l), o) 9, 10.3, 11, 12.3, in case of violation of any of the restrictions indicated in clause 5 of the Offer or in case of serious breaches of the terms of use permitted in this License Agreement in relation to Interviews. The License Agreement is terminated after seven days from receipt of such written communication. In case of termination, Licensee shall pay, as contract penalty, an amount equal to the double of 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 and the total fee for Signal access

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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 are due by third party on the basis of a licence including the Audiovisual Rights revoked from the Licensee and re-assigned to such a third party, where this licence is executed with such third party after the termination of the License Agreement with the Licensee. Lega Serie A has also the right to terminate the License Agreement at any time should the Licensee enter into insolvency or liquidation proceedings, during the Term.

- 8.4 The Licensee shall indemnify and hold Lega Serie A, the Clubs and their assignees harmless from and against any and all third party, arising from Licensee's breaches of the provisions contained in this License Agreement.
- 8.5 Upon early termination of the License Agreement for any reason whatsoever or upon the expiry of its Term, each and all Audiovisual Rights granted to a Licensee shall revert to Lega Serie A and Clubs. As a consequence, any subsequent exploitation of the Audiovisual Rights by the Licensee shall be forbidden.

9. LIMITED USE OF MARKS

The Licensee shall be authorised to use images of the Events and the company name, logo or the other official distinctive signs of Lega Serie A and Clubs, solely and strictly for descriptive purposes and therefore only when this is strictly necessary to identify the Licensee's activity with regard to the Audiovisual Products. Any use of the images of the Events and/or of the registered members (if available) and of the corporate names, logos, colours or other distinctive signs of Lega Serie A and Clubs for any other purposes and, for example in combination, association or in order to promote any other product or service is expressly and strictly forbidden. The above mentioned uses are the only ones allowed and shall not result in the acquisition of any rights by the Licensee. It is understood that all the promotional material produced pursuant to this paragraph shall be submitted by the Licensee to the Lega Serie A and the Clubs for their prior approval as far as they are concerned, at least fifteen (15) working days prior to their first publication or communication together with the information related to the scheduled date of publication of the advertising material, to the Platforms, to the distribution channels and any other advertising partners (such as by way of example newspapers, specialized magazines, etc).

Further guidelines and instructions for the aforementioned use of the marks, logos, emblems, graphics solutions, hymn/signature tune of the 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 Clubs.

Lega Serie A or the individual Clubs (as the case may be) remain the legal and exclusive owners of all marks, logos and other intellectual property rights.

10. LICENCE GENERAL PROVISIONS

- 10.1 In the event that the Licensee, during the Term, does not intend or is unable to exercise the Audiovisual Rights in relation to one or more of the Events included in a Package, the License Agreement shall in such case remain unchanged in its provisions and the consideration and the

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price of access to the Signal shall in any event be due to Lega Serie A, also pursuant to Article 1382 of the Italian Civil Code, and may not be reduced or otherwise modified in any way.

- 10.2 The consideration and the technical costs for the access to the Signal cannot be reduced in any way whatsoever or otherwise modified in cases where the Licensee cannot exercise any of the Audiovisual Rights or cannot exploit the Signal in full or in part for any reason other than the material breach by Lega Serie A of its contractual obligations, and provided that such wrongful non-fulfillment entirely prevents the Licensee from exercising the entire Rights included within the assigned Package.
- 10.3 The licence is granted with the express exclusion of any form and/or possibility for the Licensee to allow third parties, by means of sub-concessions, sub-licences or other agreements having similar effects, to exploit in full or in part, for any reason, the Audiovisual Products and the Competitions.
- 10.4 The Licensee hereby expresses its consent that Lega Serie A may, for any reason and at any time, assign the Licence Agreement to another association or entity that may take over the commercialisation of the Audiovisual Rights and is recognised by the Italian football system in the forms recognised by the same, provided that the assignee guarantees the Licensee the continuation of the relationship under the same terms and conditions of the Licence Agreement. The Licensee accepts and authorizes 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. The assignment is concluded on receipt by the Licensee of written notice from Lega Serie A, duly signed by the assignee, confirming the obligation of the latter in respect of the terms and the conditions of the License Agreement. The assignment concluded according to the above terms shall discharge Lega Serie A from its obligations towards the Licensee.
- 10.5 The Licensee is entirely liable for any cost, burden or liability arising in respect of the promotional activities allowed according to the licenced Package/s and in regard to the compliance with any applicable laws, even administrative, relating to such activities.
- 10.6 Lega Serie A and the Clubs and their successors in title may autonomously carry out, in the context of the Events, within the limits of the applicable regulations, any advertising initiative, including product placement and virtual advertising which may be the object also of television coverage. The Licensee expressly acknowledges and accepts the foregoing and nothing objecting to such activities.

11. CONFIDENTIALITY

- 11.1 The Licensee must not make any announcement, or comment upon, in relation to the Offer and the License Agreement or issue any publicity or press release or otherwise provide any information to any third party (other than to its professional advisors) concerning the Offer or the License Agreement.
- 11.2 Any information of a confidential nature included within the Offer and the License Agreement will be kept confidential by Lega Serie A and will not be released or provided to any third party other than Lega Serie A's professional advisors, to the extent necessary to their work in relation to this Offer, and the Clubs.

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- 11.3 The Licensee agrees that Lega Serie A shall have the sole right to make any announcements in relation to this Offer and in particular to the acceptance or rejection of the adhesions, subject to its confidentiality obligations set out in the preceding clause.

12. INTELLECTUAL PROPERTY

- 12.1 All copyright and all other intellectual property rights related to this Offer and to the License Agreement, to the Competitions and any materials provided by Lega Serie A to the Licensee are and will remain the exclusive property of the subject identified as such by the applicable law. Nothing in this Offer and in the License Agreement shall be construed as a grant by Lega Serie A of any licence, assignment or other right into any intellectual property rights which are the property of Lega Serie A or, if applicable, of the Clubs. If necessary, the grant by Lega Serie A of any license, transfer or any other assignment of the above-mentioned intellectual property rights, will be subject to a separate specific written document.
- 12.2 The documentation supporting each adhesion to the Offer shall become the physical property of Lega Serie A once it is received.
- 12.3 The Rights related to the Events, their images, recordings and transmissions as well as on the material provided by Lega Serie A and on the data collected and processed by the Licensee during the License Agreement in analyzing images and videos of the Events for the exclusive professional purpose set out in the Main Package, and, if applicable, in the Optional Package are the exclusive 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 or other rights which are the property of Lega Serie A or, according to the law, of the Clubs. In this regard, the Licensee hereby expressly waives any rights in and any claims whatsoever to the Events' images, footage and to the such materials and data 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 or to any other right in such images, footage, materials and data, which may be commercialised solely by Lega Serie A and by the Clubs within the limits of their respective competences. Any copyright or any other right, existing or arising in relation to a Licensee's transmissions which is not already owned by Lega Serie A or, according to the law, by the Clubs, will be assigned, by way of the present assignment of copyright, to Lega Serie A or, according to the law, to the Clubs, under the License Agreement.

13. VOIDNESS OR VOIDABILITY OF LICENSE AGREEMENT PROVISIONS

In case of any of the provisions contained in this License Agreement being found void or voidable, the parties undertake to negotiate in good faith the substitution of the void or voidable clause with the aim of reaching, if possible, an outcome similar to the one intended by the void or voidable clause. In such circumstances, the Licensee will not be entitled to any fee reduction.

OFFER TO THE MARKET

SERIE A CHAMPIONSHIP, COPPA ITALIA, SUPERCOPPA ITALIANA, PRIMAVERA 1
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14. INITIATIVES TO PROTECT AGAINST POSSIBLE INFRINGEMENTS FROM THIRD PARTIES

The Licensee, without prejudice to the provisions of clause 7.3.1 b) above and clause 7.2.5 letter j), has the right to directly protect any of the Audiovisual Rights in the Territory (including claims for damages and/or lost profits) against anyone (the "Third Party Violators") which makes unauthorized use of the Audiovisual Rights in the Territory. Before taking any legal action to protect the Audiovisual Rights under this paragraph, Licensee shall notify Lega Serie A. To this end, Lega Serie A undertakes to promptly inform the Licensee of the existence of other licensees having accepted the Offer.

15. TOLERANCE OF ONE PARTY TO THE OTHER PARTY'S VIOLATIONS

Any tolerance of one party to the conduct of the other party in breach of the provisions of this Offer and the Licence Agreement does not constitute a waiver of the rights arising from the breached provisions, nor of the right to demand the exact fulfilment of all terms and conditions.

16. JURISDICTION

The License Agreement shall be governed by the laws of Italy and any and all disputes or claims shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy. This exclusive jurisdiction remains unaffected also in case of consolidation and/or joinder of cases of action, even after the Term. Notwithstanding that a courtesy translation in the English language is provided by Lega, the Italian version is the only binding version of the Offer. Any dispute shall be resolved and construed with exclusive reference to the Italian version.

Read, approved and signed on _____ .

Lega Nazionale Professionisti Serie A

Licensee

The Licensee, pursuant to and in accordance with art. 1341 and 1342 of the Italian Civil Code, specifically declares to have evaluated, approved, and therefore to expressly adhere to the content of following clauses of the License Agreement: 3.4 (communications modalities); 4.1 (reserved rights); 4.2 (reserved Rights of the Clubs and of Lega Serie A); 4.3 (Lega Serie A Rights with regard to the schedule of Events and to the format of the Competitions); 5.3 (Access to the Signal); 6.1.7 (economic conditions for access to services by Clubs); 6.2.1 (interests); 6.2.2 (unenforceability of exceptions); 7.2.2, 7.2.3, 7.2.4, 7.2.5, (rights limitations and Licensee's obligations); 8.2 (withdrawal); 8.3 (express termination clause); 10.2 (irreducible consideration and fee for the access to the signal); 10.4 (contract assignment); 11 (confidentiality); 12.1 and 12.3 (intellectual property and ownership of the League and the Clubs); 13 (possible voidness or voidability of provisions); 16 (jurisdiction).

Licensee