

GENERAL TERMS

1. Incorporation of Terms

- 1.1 These general terms, and the content creation terms at Schedule 1 (the "Terms and Conditions" or "Terms") apply to the purchase by a Buyer of advertising or sponsorship opportunities in connection with programmes transmitted on the DAZN Service.
- 1.2 The Buyer accepts and agrees to be bound by these Terms and Conditions by submitting, accepting or confirming an Insertion Order.
- 1.3 These Terms and Conditions shall apply to and form part of all Insertion Orders in relation to the purchase of Credit Inventory concluded on or after 1 March 2022.
- 1.4 DAZN may amend or modify these Terms and Conditions from time to time and the Buyer will check the Terms regularly for updates.
- 1.5 If there is any conflict between these Terms and Conditions and an Insertion Order, the Insertion Order will prevail.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions and any Insertion Order, words and expressions shall have their ordinary meaning unless otherwise defined within these Terms. In addition, the following terms shall have the following meanings, whether they are used in these Terms or any Insertion Order:

Agreement means these Terms and Conditions together with any agreed Insertion Order.

Affiliate means in respect of a company, a company which is its subsidiary or holding company or a company which is a subsidiary of that holding company, and the terms 'subsidiary' and 'holding company' shall have the meaning given to them by section 1159 and Schedule 6 of the Companies Act 2006.

Agency means an advertising agent, agency or agency buying group, being a person buying Credit Inventory on behalf of one or more Clients.

Agency Commission has the meaning given in clause 13.2.

BACS means Bankers Automated Clearing Service.

Brand means the Client's brand or product identified in the Insertion Order, or if no such brand or product is identified, the Client's business.

Buyer means the person identified in the Insertion Order, being either an Agency or a Client provided that where such a person is not a distinct legal entity (for example, where the person named is a division) it shall be deemed to be the legal entity or entities which own(s) such person.

CHAPS means Clearing House Automated Payments System or other similar service whereby direct payments are automatically processed through a payment clearing house network.

Client means the advertiser identified in the Insertion Order.

Client's Logo means the Client's logo or trademark.

Competent Authority means any national court, the European courts, any governmental authority, any other person exercising powers pursuant to any Legislation over any aspect of the performance or fulfilment or any rights, entitlements or obligations under an Insertion Order or any other official person.

Confidential Information means any information marked as such and any other information which might reasonably be assumed to be confidential in any form emanating from either Party at any time and shall include any compilation of otherwise public information in a form not publicly known and the existence and contents of any agreement in respect of DAZN Service to which DAZN is a Party and any information, materials or data in any form produced by, for or on behalf of either Party during the term of or pursuant to such an agreement (including any Viewer Data) but shall not include: (a) information which at the time of disclosure is publicly known or information which after disclosure becomes publicly known other than as a result of any breach of such agreement; (b) information which can be shown to be known to the other Party, other than under a subsisting obligation of confidentiality, or restricted use, prior to the disclosure; and/or (c) information made available to the other Party by a third party having a right to do so and who has not imposed on that Party any subsisting obligation of confidentiality or restricted use in respect thereof.

Credit Inventory means the commercial advertising in the form of Credits on any Property on the DAZN Service.

Credits means an audio-visual still or sequence, incorporating references to the Client, Brand and/or the Client's Logo, together with associated soundtrack, scripts, music, graphics, computer generated material and other advertising/sponsorship titles produced by or on behalf of Buyer.

Data Protection Laws means all applicable laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Regulation 2016/679 (**GDPR**) and EU Directive 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made under such directives, including (in the UK) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2013; and (b) ; any laws or regulations confirming, implementing or supplementing GDPR; and (c) any guidance or codes of practice published by a governmental or regulatory authority.

DAZN means DAZN Media Services Limited, a company organised and incorporated under the laws of England and registered with number 03426471.

DAZN Content means audio, video, audio-visual, graphic, textual or other content displayed or otherwise made available by DAZN on the DAZN Service from time to time (but excluding any Credits, Client's Logo or any other material supplied to DAZN).

DAZN For Business means DAZN Content made available to commercial premises.

DAZN Service means the Digital Platform, Linear Channels or DAZN For Business, as applicable.

Deal Period means the period beginning on the Effective Date and ending on the date that the Credit Inventory and/or the Target Inventory, in each case as specified in an Insertion Order is delivered in accordance with this Agreement.

Digital Platform means the platform owned or operated by the Service Provider under the "DAZN" brand in the Territory(ies) that delivers digital content including Credit Inventory to consumers through any of the following of devices: (i) desktop and laptop PCs; (ii) mobile phones and tablet (whether via an app or mobile web); and (iii) an OTT device.

Effective Date means the date of the relevant Insertion Order.

Fee means the fee set out in the Insertion Order that, in consideration of the obligations of DAZN to the Buyer under the Agreement, the Buyer shall pay to DAZN without any deductions by the Payment Date(s).

Insertion Order means a document which incorporates these Terms, pursuant to which the Buyer agrees to purchase and DAZN agrees to supply Credit Inventory on the DAZN Service which is in writing; which is signed by both Parties or otherwise agreed by an authorised representative of each Party as being the agreed final version of an order to purchase the relevant service or inventory; and which may be headed "Purchase Order", "Insertion Order", "Deal Memo" or similar.

Intellectual Property Rights means all intellectual property rights including patents, registered designs, trade marks (registered or unregistered), rights in the nature of unfair competition rights, copyright, database rights, design rights and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programmes, , confidential information, business names, goodwill and the style and presentation of goods or services and application for protection of any of the above rights.

Legislation means: (i) all laws, Acts of Parliament, all provisions of the Treaties constituting the European Community, the European Union and the European Economic Area, all Data Protection Laws and all orders, regulations, directives, conventions and subordinate legislation made pursuant to such an Act or Treaty or otherwise having the force of law in the UK, the territory of the Competent Authority and the Territory(ies); and (ii) all rules, regulations, codes and guidelines from time to time issued by any Competent Authority which are applicable to the Client and/or transmission of Credits by DAZN in accordance with this Agreement.

Linear Channels means any linear television channel carrying Credit Inventory that is owned or operated by the Service Provider in the Territor(ies).

OTT Device means a device that can connect to a television (or functionality within the television itself) to facilitate the delivery of Internet-based video content (i.e., streaming boxes, media streaming devices, smart TV/connected TV, and gaming consoles).

Parties means DAZN and the Buyer and **Party** means one of them.

Payment Date means, in relation to any Fees, the date by which payment of those Fees is due to be made as set out in the Insertion Order.

Personal Data shall have the meaning given to it in the GDPR.

Programmes means the programme, programmes, type of content, matches or event described in the Insertion Order in relation to DAZN Service.

Property means the Programme(s) transmitted on the DAZN Service as set out in the Insertion Order.

Service Provider has the meaning given in clause 20.1.

Target Impressions means the estimated number of impressions expressed in any Insertion Order to be deliverable in respect of any Credit Inventory.

Technical Requirements or **Technical Specification** means the technical requirements for submitting the Credits to DAZN, as set out in the Insertion Order or otherwise notified to the Buyer by DAZN.

Term means the period of the Agreement as set out in the Insertion Order.

Territory(ies) mean the territory or territories as set out in the Insertion Order in which the Programmes are transmitted via the DAZN Service.

Variation Letter means the formal documentation produced and communicated to the Buyer as a result of an amendment to an existing Insertion Order or any other component of the Agreement entered into by a Buyer and DAZN.

UK means the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Bailiwicks of Jersey and Guernsey.

Viewer means a viewer of the Property.

Viewer Data means general information (containing no Personal Data) relating to Viewer numbers or Viewers' behaviour gathered and owned by the Service Provider.

Virus means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware.

Working Day means a day, except a Saturday or Sunday, which is not a public holiday in the UK.

2.2 **Interpretation:** In the Agreement, unless the context otherwise requires:

- 2.2.1 a reference to a clause in these Terms is a reference to a clause of the Terms and Conditions unless in the context the reference is clearly to a paragraph or clause of the Insertion Order
- 2.2.2 a reference to a person includes an individual, firm, partnership, business division, joint venture, agency, trust, association, body corporate, corporation, company, committee, organisation and any other entity whether or not having a separate legal personality;
- 2.2.3 the headings are for convenience only and will not affect its interpretation; and
- 2.2.4 the terms "**include**", "**including**" and "**in particular**" are to be construed without limiting the words that precede them.

3. **Status of the Buyer**

3.1 **Agency as Agent for Disclosed Principal:** It is acknowledged that the Buyer may be an Agency Client. Where the Buyer is an Agency, unless prohibited by law, it is acknowledged that Agency is engaging DAZN as an agent for its Client(s), which Client(s) shall be disclosed in an Insertion Order. In connection therewith, the Agency represents and warrants that it has full authority to bind Client to these terms.

3.2 **Affiliates:** If any Affiliate of an Agency is entitled to the benefit of the Agreement under a relevant Insertion Order:

- 3.2.1 the Agency shall be responsible for the acts and/or omissions of its Affiliate in connection with the Agreement;
- 3.2.2 the Agency will be liable to DAZN for the acts or omissions of the Affiliate as if they were acts or omissions of the Agency, including to the extent they breach the Agency's obligations under the Agreement or are otherwise stated in the Agreement to apply to such Affiliates;
- 3.2.3 all claims arising out of or in connection with the Agreement from an Affiliate against DAZN in respect of a breach of contract, tort (including negligence), breach of statutory duty or otherwise however arising from the Agreement shall be brought, to the extent permissible in law, by the Agency itself on behalf of the Affiliate; and
- 3.2.4 where an Affiliate brings any claim against DAZN in breach of clause 3.2.3 the Agency will indemnify DAZN against all costs and expenses incurred by DAZN in defending such claim.

4. **Compliance – Credits**

4.1 **Compliance:** The Credits:

- 4.1.1 shall comply with applicable Legislation to the extent that they are transmitted in accordance with this Agreement;

- 4.1.2 may be rejected by DAZN for any reason, including, without limitation, to comply with any limitations or restrictions set forth by Property rights holders or if DAZN in its reasonable opinion considers the Credits to be unsuitable for transmission or display by DAZN, including, without limitation, for non-compliance with the Legislation; and
- 4.1.3 shall be provided in accordance with all Technical Requirements or Technical Specification and the requirements of rightsholders in the Property(s), in each case as may be notified to the Buyer by DAZN (acting reasonably).
- 4.2 **Substitution of Credits:** Where a Credit in the opinion of DAZN (acting reasonably) is or could reasonably be expected to become non-compliant with any provision of clause 4.1, DAZN will use reasonable efforts to notify the Client, and the Client may be entitled to submit a substitute Credit for approval.
- 4.3 **Buyer Credit Commitments:** Unless specifically expressed to the contrary, the Buyer shall be liable for all costs and expenses in connection with the design, production and delivery of the Credits.
- 4.4 **Reimbursement:** Without limitation, the Buyer shall be solely liable for, and shall reimburse DAZN for, all costs arising from any addition to, changes in or deletions from any Credits required by any Competent Authority.
- 4.5 **Transmission of Credits:** DAZN reserves the right to do any act or thing without liability in respect of the transmission of any Credit which contains or which DAZN reasonably regards as containing any material which is in breach or suspected breach of applicable Legislation or which DAZN otherwise reasonably considers to be unsuitable for display.
- 4.6 **Exposure:** Subject to clauses 4.8, 4.9 and 7.1 of these Terms, the Client will receive the Credit Inventory for the Brand.
- 4.7 **Editorial Control:** The Buyer acknowledges and agrees that, notwithstanding clause 4.1 or the warranties given in this Agreement by the Buyer in respect of the Credits, all editorial and creative decisions concerning the development, production, acquisition, content, exploitation, and scheduling of the Property/DAZN Content and of any material appearing before, after, or surrounding the Credits are at the sole discretion of the Service Provider and DAZN.
- 4.8 **Transmission Schedule:** The Buyer acknowledges that there may be a pre-roll, bumper or sting inserted between the Credits and the Programmes and that DAZN may at any time change the schedule or transmission windows for transmission of the Programmes and shall have no liability (including an obligation to reduce the Fee) to the Client arising out of or in connection with any such change or otherwise arising out of or in connection with the scheduling of any Programmes or related trailers.
- 4.9 **Postponement:** DAZN shall be entitled to postpone the Deal Period to a time determined in its sole discretion provided that in the event that DAZN wishes to postpone the Deal Period by more than 60 days then the Buyer shall be entitled to terminate the Agreement immediately without liability.
5. **Intellectual Property Rights**
- 5.1 **Grant of Rights:** The Buyer grants to DAZN and, where applicable the Service Provider, or will procure the grant to DAZN or Service Provider of, a non-exclusive, sub-licensable, royalty free right and licence to copy, reproduce, transmit (including by broadcasting), publish, download, modify (as otherwise permitted herein), and/or otherwise exploit and/or authorise other persons to copy, reproduce, transmit, publish, download, modify (as otherwise permitted herein) and/or otherwise the Credits and the Client's Logo in association with the Property or on the DAZN Platform to the extent necessary for the fulfilment of the purposes of the Agreement.
- 5.2 **Rights in the Property and/or DAZN Content:** The Buyer acknowledges and agrees that all Intellectual Property Rights and all other rights of whatever nature in the Property and/or the DAZN Content (except any Intellectual Property Rights in the Credits or the Client's Logo), including goodwill associated with the Property and/or the DAZN Content, shall remain the sole property of DAZN, the Service Provider or its programme suppliers or its other licensors and that neither the Buyer nor, if different, the Client shall acquire any Intellectual Property Rights or other rights in the Property and/or the DAZN Content, or any developments or variations of the Property or DAZN Content.
- 5.3 **Rights in the Credits and Client's Logo:** Subject to clause 5.1, DAZN acknowledges and agrees that any Intellectual Property Right and other rights in the Credits and the Client's Logo shall remain the sole and exclusive property of the Client, or its third party licensors as the case may be, together with any goodwill associated with the Credits and the Client's Logo or in any developments or variations of them.
6. **Dates and Times of Transmission and Display**
- Date and Time of Transmission:** DAZN does not guarantee the times and/or dates of transmission of the Programmes on the DAZN Service will be adhered to by the Service Provider. All Programmes are subject to change without notice to the Buyer.

7. **Reduced Inventory**

7.1 **Liability Limit:** Subject to clause 11.3, the provision of alternative inventory/impressions referred to in the Insertion Order shall be the limit of DAZN's and/or Service Provider's (each as applicable) liability under the Agreement or otherwise if DAZN and/or Service Provider should fail to materially deliver the Credit Inventory or Target Impressions (or any part of any of them), in each case as set out in an Insertion Order.

7.2 **Right of Removal:** DAZN may at any time and without any liability to the Buyer stop transmission of the Credits for the Programmes in order to comply with applicable Legislation or in response to (or anticipation of) any complaint or any regulatory adjudication, intervention, requirement or ruling.

8. **Warranties and Indemnities**

8.1 **Buyer Warranties:** The Buyer warrants and undertakes:

8.1.1 it will be responsible for obtaining, maintaining and paying for all necessary permits, licenses, authorizations and any other consents (whether statutory or otherwise) required in connection with the performance of its obligations under the Agreement, including, but not limited to: (i) all the Intellectual Property Rights and the appearances of any person in the Credits including any music rights or performing rights; and (ii) as may be required to carry on business in the Territory in its field of business, or as may be required to undertake broadcast advertising activities in the Territory in respect of that business (including in particular, where the Buyer offers any gambling services, to operate and to advertise services);

8.1.2 the Credits and all content, copy and materials supplied by the Client (including the Client's logo and the Brand) complies with all applicable Legislation, and does not infringe the rights of any person and that the copying, broadcast, transmission, display and use of such content, copy and materials by DAZN under the Agreement will comply with all applicable Legislation (including the spirit and not just the letter of the any applicable codes or regulation of any Competent Authority) and will not infringe the rights of any person;

8.1.3 it will not, and will procure that its Affiliates will not, do or omit to do anything which has the effect of allowing a brand other than the Brand to obtain exposure via the Credit Inventory;

8.1.4 it will comply with all applicable Legislation in connection with the performance of its obligations under or in connection with the Agreement.

8.1.5 the Credits will not otherwise be in any way misleading, defamatory, obscene, indecent or otherwise offensive or unlawful; and

8.1.6 no Credits will contain or give access to any Viruses.

8.2 **Buyer Indemnity:** In relation to clauses 3.1 and 8.1 and notwithstanding anything to the contrary contained herein, the Buyer will indemnify, defend and hold harmless and keep DAZN, the Service Provider and their respective Affiliates (each an "**Indemnified Party**") indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities (including but not limited to, any regulatory fines that could be imposed, jointly and severally upon the Buyer, DAZN, the Service Provider and their respective Affiliates under the Legislation, for breaches of the legal limitations in the advertising of certain products/services) arising from any breach or threatened or purported breach of the above warranties or any of its other obligations contained in the Agreement in consequence of the use, recording or broadcasting in the form submitted or prescribed of any Credits or other display materials supplied by or transmitted or displayed for the Client.

8.3 **Conduct of Claims:** The Indemnified Party shall:

8.3.1 give notice to the Buyer of any relevant liability, damage, loss, costs and expenses within a reasonable period of DAZN becoming aware of them;

8.3.2 allow the Buyer to conduct the defense of the relevant claim; and

8.3.3 assist the Buyer, at the Buyer's reasonable request, in mounting a defence to the relevant claim.

8.4 **Co-operation with the Competent Authority:** In addition to the obligations set forth in clause 8.2, if any Competent Authority challenges DAZN's and/or the Service Provider's (each as applicable) compliance with Legislation, insofar as such challenge arises in connection with the transmission of Credits by DAZN or the Service Provider in accordance with this Agreement, the Buyer shall (at its sole cost and expense) co-operate with DAZN or the Service Provider and provide such assistance as may reasonably be required by DAZN or the Service Provider in connection with such challenge.

9. **Publicity and Information Concerning Creative**

9.1 **Publicity:** The Buyer shall not, without the prior written consent of DAZN, publish any information in connection with any Credits which has been displayed or is scheduled for display on the DAZN Service and which contains any reference to the DAZN or its Affiliates.

9.2 **Permitted Referral:** DAZN and the Service Provider shall be entitled to refer to the Buyer's association with DAZN and to promote the DAZN Service, "DAZN" and DAZN's advertising and sponsorship business generally.

10. Duration and Termination

10.1 **Duration:** This Agreement will commence on the Effective Date and continue in force until: (i) delivery of all of the Target Impressions; and (ii) delivery of the Credit Inventory, or if more than one is applicable in respect of the relevant Insertion Order, the latest to occur of them.

10.2 **Suspension or Termination by DAZN:** DAZN may, by notice in writing to the Buyer, suspend or terminate the Agreement and/or any accepted Insertion Order any time upon the happening of any of the following:

10.2.1 if the Buyer commits any material breach of any provision of the Agreement (and in the case of a remediable breach, fails to remedy such breach within 10 Working Days' from receipt of written notice from DAZN specifying the breach); or

10.2.2 if the Buyer (and/or Client) ceases to carry on business, becomes insolvent, has a receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in respect of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction; or

10.2.3 any changes in Legislation or DAZN's status prevent it from continuing or, in DAZN's reasonable opinion, make it more onerous for DAZN to provide DAZN Service or otherwise fulfill its obligations under the Agreement; or

10.2.4 the activities or conduct of the Buyer or activities relating to its business are such that DAZN reasonably considers them to be detrimental to the repute and/or goodwill of DAZN or any of its Affiliates or such activities or conduct are in any other way detrimental to DAZN's brand; or

10.2.5 if the agreement between DAZN and a Service Provider in relation to the provision of Credit Inventory is terminated or expires; or

10.2.6 if the agreement(s) granting the Service Provider the rights to include the Property on the DAZN Service terminate or expire (which may lead to a termination of this Agreement in whole or just for an individual Property); or

10.2.7 if there is a material change in the ownership of or a change of control of the Buyer or if the Buyer disposes of all or a substantial part of its assets or undertaking; or

10.2.8 in accordance with the provisions of clause 16.

10.3 **Suspension Due to Changes in the Legislation:** If the Agreement is suspended by DAZN due to a change in Legislation in accordance with clause 10.2.3, without prejudice to the generality of DAZN's rights under that clause, the Parties shall promptly discuss the impact of the change in Legislation with a view to altering the Credits so as to mitigate any adverse risks to either Party of the change in Legislation, and if the Parties are unable to agree upon action(s) necessary and amendments to this Agreement to mitigate such adverse risks within sixty (60) days of the suspension taking place, either Party shall be entitled to terminate this Agreement without liability upon notice to the other Party at any time thereafter.

10.4 **Consequences of Termination:** Upon termination, the rights and obligations of the Parties under the Agreement shall terminate and be of no future effect, except that:

10.4.1 any rights or obligations to which either of the Parties may be entitled (including DAZN's right to be paid any monies due and owing by the Buyer) or be subject before such termination shall remain in full force and effect;

10.4.2 Buyer will remain liable to DAZN for amounts due for any custom content or development ("**Custom Material**") provided to Buyer or completed by DAZN or its third-party subcontractor prior to the effective date of termination. For Insertion Orders that contemplate the provision or creation of Custom Material, DAZN will specify the amounts due for such Custom Material as a separate line item. Buyer will pay for such Custom Material within 30 days from receiving an invoice therefore; and

10.4.3 clauses 2, 8, 11, 12, 13, 14 and 19 shall remain in full force and effect.

11. Liability

11.1 **Indirect/Consequential Loss:** Excluding the indemnities contained in these Terms and Conditions (liability under which shall be uncapped), neither Party be liable for:

11.1.1 any indirect or consequential loss, claim or damage; nor

11.1.2 any direct or indirect loss of profits, loss of reputation or other economic loss, data, business or opportunity.

- 11.2 **Limit of Liability:** Excluding the indemnities contained in these Terms and Conditions (liability under which shall be uncapped; that is, the Buyer acknowledges here that the liability for regulatory fines is uncapped as well as any claims for damages from any third parties related to the violation of regulatory prohibition) and without prejudice to clause 7.1, the maximum liability of either Party and its Affiliates under the Agreement in respect of any loss of the other Party arising out of or in connection with the Agreement will not exceed the amount paid and/or payable by the Buyer (less applicable VAT) to DAZN under the applicable Insertion Order.
- 11.3 **Exceptions:** Nothing in the Agreement will exclude or restrict a party's liability for death or personal injury caused by the negligence of that party, for fraud (including fraudulent misrepresentation or for any other liability that cannot be excluded or limited by law).
- 11.4 **General Exclusion:** To the fullest extent permitted by law, all warranties, conditions, terms and other provisions, express or implied and whether imposed by statute or otherwise are excluded.
- 11.5 **Legislation:** The Parties acknowledge that the rights and obligations of DAZN under the Agreement are subject to applicable Legislation in force from time to time and accordingly if there is any inconsistency between the terms of the Agreement and applicable Legislation, the applicable Legislation shall prevail and DAZN shall have no liability to the Buyer if DAZN, acting reasonably, considers that to perform any of its obligations hereunder risks liability being incurred (on the part of any Party) or enforcement action against any Party, as a result of the application of any Legislation or change to Legislation.
12. **Materials and Property Liability**
- 12.1 **Liability Limitation:** Reasonable care will be taken by DAZN in respect of any materials provided by or on behalf of the Buyer to DAZN whilst in the possession of DAZN, but subject thereto, DAZN cannot accept liability for any loss arising out of or in connection with any damage, loss, deletion or otherwise of the same (whether or not the same are in the possession of DAZN or any third party engaged by DAZN) and DAZN will be under no obligation to return any of the same to the Buyer or any other third party. The Buyer will be responsible for ensuring that all materials provided by it or any Client are insured for full value and DAZN will have no obligation to put in place any insurance policy in respect of the same. The Buyer acknowledges that DAZN has no duty to monitor the lawfulness of the materials provided to it by the Buyer or on its behalf; accordingly, the Buyer acknowledges that DAZN's failure to dispute the lawfulness of the materials cannot be interpreted as tolerance, or waiver or renunciation of DAZN's rights.
- 12.2 **Right of Destruction:** DAZN may destroy or delete any materials provided by or on behalf of the Buyer if not transmitted or displayed for a period of 90 days after the later of the date of receipt or last transmission or display of it by DAZN on the DAZN Service without further reference to the Buyer.
13. **Fee and Payment**
- 13.1 **General Payment Obligation:** In consideration of the obligations of DAZN to the Buyer under the Agreement, the Buyer shall pay to DAZN the Fee by the Payment Date(s) in the manner specified in the Insertion Order.
- 13.2 **Agency Commission:** DAZN may in its sole and absolute discretion pay commission to an Agency ("**Agency Commission**") in respect of the provision of DAZN Service. The Insertion Order will state whether: (a) the Fee is inclusive of any Agency Commission, which DAZN will then pay to the Agency; or (b) any Agency Commission will have already been retained by the Agency. If any such commission is payable that entitlement will be set out in an Insertion Order. The Insertion Order will also specify the amount of Agency Commission payable to the Agency which will not exceed 15%. DAZN requires Agencies to comply with its Agency recognition criteria before Agency Commission can be considered.
- 13.3 **Currency:** Unless the Insertion Order provides otherwise, DAZN invoices are issued in Euros (€). Payment from Buyers must be made in the invoiced currency.
- 13.4 **Invoicing:** Unless the Insertion Order provides otherwise, invoice(s) will normally be rendered at least 30 days prior to the first transmission of the first Programme delivering the Credit Inventory on the DAZN Service. DAZN is entitled to raise an invoice on each of the Payment Date(s). Failure by DAZN to render or dispatch invoices at the times referred to above or at all will not affect the obligation of Buyer to make payment by the relevant Payment Date(s).
- 13.5 **Queries:** The Buyer must notify DAZN in writing of any query in relation to any invoice no later than 15 Working Days prior to each invoice due date as set out in the Insertion Order.
- 13.6 **Set Off:** All payments due from the Buyer to DAZN shall be made in full and the Buyer shall have no right to claim any set off or to make any counterclaim in any proceedings brought by DAZN in respect of any such payment. DAZN is entitled to set off any monies due to it (or its Affiliates) by the Buyer (or any of such Buyer's Affiliates).
- 13.7 **Date of Payment:** Unless otherwise stated in the Insertion Order or the relevant invoice, all DAZN invoices are payable by the Buyer within 45 days of the Payment Date or the date of the invoice (whichever is the earlier). For the purposes of clause 13 payment will be deemed to have been made prior to the Payment Date(s) if DAZN has received a cheque (which is subsequently cleared for payment) for the full amount or written confirmation that the Buyer has sent the

full amount by BACS or CHAPS, in each case prior to 12.30p.m. on the Payment Date (provided that where the Payment Date falls on a day which is not a Working Day the next Working Day will be regarded as the Payment Date for the receipt of the cheque or written confirmation) or such other date as DAZN may notify in writing to the Buyer. Late payment of monies may result in Credit Inventory being withdrawn and/or interest being charged in accordance with clause 13.8. Time shall be of the essence with regard to the payment of any amounts due to DAZN under the Agreement.

- 13.8 **Interest on Late Payments:** If any Fee due under the Agreement is not paid on or before its due date, then without prejudice to any other rights it may have under the Agreement, DAZN may charge interest on any unpaid amount at a rate of 4% per annum above the base rate from time to time of Barclays Bank plc from the due date until the date of payment, and such interest shall accrue daily and be payable on demand.
- 13.9 **Tax:** Buyer shall make all payments due under this Agreement (including principal, interest, fees, premium, expenses or other amounts) free and clear of any restrictions or conditions, and without deduction or withholding for or by reference to, or on account of, any present or future taxes of any nature, now or hereafter and wheresoever imposed, unless Buyer is compelled by law or by reason of any condition attached to any consent or authorization granted to enable Buyer to fulfil its obligations hereunder, to deduct or withhold such tax.
- 13.10 **Withholding tax:** In the event that Buyer is compelled by law or by reason of any condition attached to any consent or authorisation granted to enable Buyer to fulfil its obligations hereunder to make any deduction or withholding from any payment due under this Agreement, Buyer shall:
- 13.10.1 pay to the appropriate authority, for its own account, the amount of any and all such deductions or withholdings which Buyer is so compelled to make, whether on behalf of DAZN or otherwise, prior to the date upon which any penalty may attach thereto;
- 13.10.2 within 20 business days of either making such deduction or withholding or making the payment to the appropriate authority described in paragraph 13.10.1, provide DAZN any applicable statement or other evidence reasonably satisfactory to DAZN that such withholding or deduction or payment to the appropriate authority has been made; and
- 13.10.3 pay in the same manner and at the same time as the payment from which the deduction or withholding has been made, such additional amounts as may be necessary to ensure that DAZN receives a net amount equal to the full amount which it would have received had such payment not been made subject to such deduction or withholding.
- 13.11 **Gross up provision:** If any sum paid by Buyer in respect of a breach of this Agreement or pursuant to any indemnity is required by law to be brought into charge to tax by DAZN then Buyer shall pay in the same manner and at the same time as the payment so brought into charge to tax, such additional amounts as may be necessary to ensure that the total amount paid, less the tax chargeable on such amount, is equal to the amount that would otherwise be payable.
- 13.12 **Refund:** To the extent that any deduction, withholding or tax in respect of which an additional amount has been paid under paragraphs 13.10 or 13.11 results in DAZN obtaining a refund, reimbursement or relief (all reasonable endeavours having been used to obtain such refund, reimbursement or relief), DAZN shall pay to Buyer, within 10 business days of obtaining the benefit of the refund, reimbursement or relief, an amount equal to the lesser of the value of the refund, reimbursement or relief obtained and the additional sum paid under paragraphs 13.10 or 13.11.
- 13.13 **Reasonable assistance:** DAZN shall provide all assistance that is reasonably requested by Buyer to complete any procedural formalities necessary for Buyer to obtain authorisation to make a payment due under this Agreement without any deduction or withholding or to reclaim from any applicable taxation authority any deduction or withholding that has resulted in a payment under paragraph 13.10.3 (including in relation to claiming any applicable relief under a double taxation treaty between the jurisdictions in which the Buyer and DAZN are resident for tax purposes).
14. **Confidentiality**
- 14.1 **Confidentiality Restrictions:** Each Party shall keep confidential all Confidential Information relating to either Party and/or any third party which is obtained by it as a result of it entering into or performing its obligations under the Agreement. Each Party will only disclose Confidential Information to those of its employees, officers, approved sub-contractors and agents who:
- 14.1.1 need to know it for the purpose of exercising or performing its rights and obligations under the Agreement;
- 14.1.2 are informed of the confidential nature of the information divulged; and
- 14.1.3 agree to act in compliance with the Agreement.
- 14.2 **Exemptions:** Neither Party will disclose that information to any third party (other than its employees, officers, approved sub-contractors, professional advisers and agents in accordance with this clause), except for information that:
- 14.2.1 is already in the public domain at the time of disclosure;
- 14.2.2 becomes publicly known through no fault of its own; or

14.2.3 is acquired by that Party from a third party without any breach of any obligation of confidence.

14.3 **Exception:** Notwithstanding any other provision set out herein, it shall not be a breach of the Agreement for either Party to disclose any information given to it: (a) to the Service Provider or the Client; or (b) pursuant to a court order or a binding request from a Competent Authority with jurisdiction or from any other third party with statutory power to require the disclosure of such information, provided that, so far as it can, it gives all reasonable notice of such disclosure to the other Party.

15. Data Protection

15.1 The Buyer hereby warrants that it will comply with all applicable Data Protection Laws.

15.2 The Buyer shall:

15.2.1 use Viewer Data for its internal purposes only unless additional prior written consent for further marketing has been obtained from DAZN, or the Viewer expressly agrees otherwise; and

15.2.2 keep strictly confidential all Viewer Data that it receives pursuant to these Agreement and shall not pass such Viewer Data to any third party.

16. Force Majeure

16.1 **Termination for Force Majeure:** Notwithstanding the provisions of clause 16.2, if DAZN's transmission or display activities are restricted, curtailed or prevented by any law, act, matter or thing beyond its reasonable control (including any postponement or cancellation of a season, loss of rights by the Service Provider or any underlying rights holder, any internet or electronic communications network outages or any technical failure relating to the DAZN Platform or the delivery of the feeds containing the Property or Credits) ("**Force Majeure Event**"), DAZN may, notwithstanding any other provision of the Agreement terminate any contract between DAZN and the Buyer, as the case may be, without prejudice to DAZN's right to be paid by the Buyer any monies due and owing by the Buyer to DAZN at the time of such termination.

16.2 **Notification and Relief:** Without affecting the scope or effect of clause 16.1, if either Party (the "**Affected Party**") is prevented or delayed in whole or in part from complying with its obligations under the Agreement by reason of a Force Majeure Event, it will notify the other Party, giving details thereof. The Affected Party will be relieved of its obligations under the Agreement to the extent that its performance is hindered or delayed by such Force Majeure Event, although the Affected Party shall be required to use all reasonable endeavors to minimize the effect of the Force Majeure Event on the performance of its obligations. If the Force Majeure Event continues for a period of more than six (6) months, the other Party shall be entitled to terminate the affected Insertion Order by notice in writing to the Affected Party.

17. Assignment

17.1 **Buyer:** The Buyer may not assign, dispose of, hold on trust or part with the benefit or burden of any part of the agreement formed by the Agreement without prior written consent of DAZN, and if DAZN grants such consent the Buyer shall nonetheless remain responsible for the performance of its obligations under the Agreement.

17.2 **DAZN:** DAZN shall be free to assign, sub-contract and otherwise deal freely with the Agreement including all or part of its rights and/or obligations under the Agreement to any third party without the other Party's' consent by providing written notice to the other Party (and such consent is hereby deemed to be given by the Buyer as the case may be).

18. General

18.1 **Notices:** Notices must be sent in writing to the address in the Insertion Order or to such other address as a party may specify in writing. Notices may be sent by hand, by email, by registered post, or by courier (except that any notice of termination or breach may not be served by email).

18.2 **Entire Agreement:** All terms or conditions of Buyer are excluded from the Agreement and the terms of the Agreement may only be amended or varied by a written and signed agreement. The Agreement contains the whole agreement between the parties and replaces all prior arrangements relating to its subject matter.

18.3 **Severability and Waiver:** If any provision of the Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from the Agreement, while the remainder of the Agreement will continue in full force and effect. The waiver by either Party of any default or breach of the Agreement will not constitute a waiver of any other or subsequent default or breach.

18.4 **No Third-Party Rights:** Except as otherwise provided in the Agreement, a person who is not a party to the Agreement may not enforce any of their provisions under the Contracts (Rights of Third Parties) Act 1999, except that any Affiliate of DAZN shall be entitled to enforce any provision of the Agreement as if the Affiliate was DAZN under the Agreement.

19. **Governing Law and Jurisdiction**

The Agreement (and any non-contractual matters relating to the subject matter of the Agreement) shall be construed in accordance with the laws of England and any dispute arising hereunder (including non-contractual disputes and claims) shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

20. **Service Provider**

20.1 **Identity of Service Provider:** The DAZN Service is owned by and is operated in all Territories by DAZN Limited, a company incorporated under the laws of England (registered number 09676399) whose registered office is at Hanover House, Plane Tree Crescent, Feltham, UK, TW13 7BZ, save in Spain where the DAZN Service is operated by DAZN Media Spain SLU, a company incorporated under the laws of the Republic of Spain with number B-85940419, whose registered office is Avenida General Perón, 38, floor 2, 28046 Madrid, Spain. DAZN Limited is the "**Service Provider**" under this Agreement, save insofar as it relates to the DAZN Service provided in Spain, where DAZN Media Spain SLU is the Service Provider (to the exclusion of DAZN Limited).

20.2 **Service Provider's agent:** DAZN has entered into the Agreement as agent for and on behalf of the Service Provider. DAZN shall be entitled to enforce the Agreement in its own name for the benefit of the Service Provider.

21. **Relevant Competent Authority**

21.1 **Relevant Competent Authority:** Buyer acknowledges that in respect of the transmission of Credits on the DAZN Service:

21.1.1 where the Territory is Germany, Austria, Switzerland, or Italy, Medienanstalt Berlin-Brandenburg ("**MABB**") is a Competent Authority (or, where the Credit Inventory is being made available through DAZN For Business, the Bayerische Landeszentrale für neue Medien ("**BLM**")), is a Competent Authority, in each case of Germany;

21.1.2 where the Territory is Spain, The National Commission on Markets and Competition (or "**CNMC**") and the Directorate General for the Regulation of Gambling, in each case of Spain(DJOG) (for gambling advertisements) are each a Competent Authority, and

21.1.3 where the Territory is any other country the DAZN Service is transmitted to, the National Broadcasting Corporation of Poland ("**NBC**") is a Competent Authority,

(each, a "**Relevant Competent Authority**").

21.2 **Change to Relevant Competent Authority:** The Relevant Competent Authority may be subject to change by DAZN without notice to the Buyer and clause 21.1 does not exclude the possibility that other public authorities might be entitled to enforce the Legislation in any of the Territories.

Schedule 1 - Content Creation Services

1. Definitions

Assigned Materials means the Deliverables excluding any Third-Party Materials and DAZN Materials.

Buyer Materials means any and all materials, specifications, documents, records, research, photography, audio and audio-visual material, logos, designs, software or other property (including all intellectual property rights therein) belonging to or licensed by Buyer, which are provided to DAZN by or on behalf of Buyer in connection, including any third-party materials or appearances by third parties with the provision of the Content Creation Services.

Content Creation Services means the creation, production or development of any content, output, audio and audio-visual materials and other materials (each, a “**Deliverable**”) by DAZN or its agents, subcontractors pursuant to any Insertion Order.

DAZN IPRs means all intellectual property rights owned by or licensed to DAZN and which are or have been developed independently of this Agreement (whether prior to the date of this Agreement or otherwise) in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable the Buyer to receive and use the Content Creation Services and the Deliverables.

DAZN Materials: any work or materials authored, created, supplied or performed by DAZN and any DAZN IPRs in such work or materials.

Deliverable has the meaning given in the definition of Content Creation Services.

Disbursement Costs means all costs and expenses (other than Fees), wholly, necessarily and reasonably required to be incurred by DAZN to perform the Content Creation Services and produce the Deliverables, including: (a) the cost of all materials used by or on behalf of DAZN to produce the Deliverables and/or provide the Content Creation Services; (b) all fees paid or payable by DAZN to third parties relating to the provision of the Content Creation Services and Deliverables; (c) travel and accommodation costs; and (d) any disbursement costs otherwise agreed between the parties in writing;

Third Party Materials: any (a) work or materials authored, created, supplied or performed by a third party, and (b) appearances by a third party (including members of the public who have given DAZN their permission to appear), either commissioned for, or used in relation to, the Content Creation Services, including library images.

2. Appointment & Performance of the Content Creation Services

- 2.1. Buyer appoints DAZN to provide the Content Creation Services during the Term and DAZN agrees to provide the Content Creation Services to the Buyer during the Term, on and subject to terms and conditions set out in this Agreement.
- 2.2. During the Term, DAZN shall perform the Content Creation Services in a professional manner and in accordance with: (i) good industry practice and using reasonable skill, care and diligence; (ii) the provisions of this Agreement; and (iii) Buyer’s reasonable written instructions from time to time.
- 2.3. In supplying the Content Creation Services to Buyer during the Term, DAZN shall:
 - 2.3.1. allocate sufficient personnel with suitable experience, seniority and qualifications (in its reasonable opinion) to perform the Content Creation Services;
 - 2.3.2. co-operate with any third parties as Buyer may from time to time nominate for the purposes of performing the Content Creation Services (provided that DAZN shall not be responsible for the acts or omissions of any third party that the Buyer requests DAZN to co-operate with under this Agreement, including to the extent such acts or omissions put DAZN in breach of its obligations under this Agreement);
 - 2.3.3. attend any meetings, provide any reports and perform any other related activities as Buyer may from time to time reasonably request in relation to the Content Creation Services;
 - 2.3.4. keep Buyer regularly informed of the progress of the Content Creation Services and as soon as reasonably possible inform Buyer if it believes that it will be unable to comply with any timescales agreed for the performance of the Content Creation Services from time to time;
 - 2.3.5. use reasonable endeavours to meet any timescales or dates agreed for the performance of the Content Creation Services from time to time but any such timescales or dates shall be estimates only and time for performance by DAZN shall not be of the essence in the Content Creation Services;
 - 2.3.6. comply with all applicable laws from time to time in force, provided that DAZN shall not be liable under this

Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Agreement; and

- 2.3.7. observe all reasonable health and safety rules and regulations and security requirements that apply at any of the premises or locations where the Services are to be performed and which have been communicated to DAZN in advance, provided that DAZN shall not be liable in connection with the Content Creation Services if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

3. Buyer's obligations

3.1. Buyer shall:

- 3.1.1. provide reasonable co-operation to DAZN in all matters relating to the Content Creation Services and require any relevant third parties to co-operate with DAZN;
- 3.1.2. attend any meetings and perform any other related activities as DAZN may from time to time reasonably request in relation to the performance of the Content Creation Services;
- 3.1.3. provide, for DAZN, its subcontractors and personnel, in a timely manner and at no charge, access to the Buyer's premises, data and other facilities, equipment and systems if reasonably required by DAZN in relation to the performance of the Content Creation Services;
- 3.1.4. provide, in a timely manner, such information (including Buyer Materials) as DAZN may reasonably require for the purpose of providing the Content Creation Services and Deliverables to Buyer and ensure that the same is accurate and complete in all material respects; and
- 3.1.5. pay to DAZN any Disbursement Costs.

- 3.2. If DAZN's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, DAZN shall: (i) not be liable for any costs, charges or losses sustained or incurred by the Buyer that arise directly or indirectly from such prevention or delay; (ii) be entitled to payment of the Disbursement Costs despite any such prevention or delay; and (iii) be entitled to recover any additional costs, charges or losses DAZN sustains or incurs that arise directly or indirectly from such prevention or delay.

4. Buyer Materials Warranties

4.1. The Buyer represents and warrants to DAZN that:

- 4.1.1. it is entitled to licence the Buyer Materials to DAZN for the purpose of providing the Content Creation Services and it is and will remain duly authorised throughout the Term;
- 4.1.2. should the Buyer Materials contain any third-party contribution, it will obtain all necessary permission to include such contribution in the Buyer Materials and its exploitation as envisaged by this Agreement, and therefore DAZN will not need to obtain or pay for any third-party consents or permissions in order to use the Buyer Materials in accordance with this Agreement; and
- 4.1.3. the Buyer Materials:
- 4.1.3.1. subject to clause 4.1.2 of Schedule 1, are the Buyer's own original content and will not have been copied;
 - 4.1.3.2. are not defamatory;
 - 4.1.3.3. comply with all Applicable Laws, codes of practice and regulations; and
 - 4.1.3.4. will not contain any viruses, bugs or other form of defect or contamination which will cause damage to otherwise impair any digital platforms on which the Deliverables may be delivered pursuant to the exploitation of rights granted herein.

5. Intellectual Property and Ownership

- 5.1. All intellectual property rights belonging to a party on or prior to the date of the Insertion Order will continue to belong

to that party so that DAZN and its licensors shall retain ownership of all DAZN IPRs and DAZN Materials, and the Buyer and its licensors shall retain ownership of all Buyer Materials.

- 5.2. The Buyer grants DAZN a fully paid-up, irrevocable, worldwide, exclusive, royalty-free, sublicensable licence to use, copy, adapt, alter, modify and exploit the Buyer Materials and the Deliverables for the following purposes: (i) providing the Content Creation Services to the Buyer during the Term; (ii) creating, developing and delivering the Deliverables in accordance with this Agreement, provided that DAZN shall comply at all times with any brand guidelines provided by the Buyer to DAZN from time to time in advance; and (iii) as set out in the Insertion Order.
- 5.3. The Buyer represents, warrants and undertakes that it has good title to all Buyer Materials and all other material it provides to DAZN under this Agreement for the purposes of the Content Creation Services. The Buyer shall indemnify and hold harmless DAZN, its Affiliates and their respective officers, directors and employees ("**Indemnitees**") from and against any and all losses, demands, claims, damages, costs, expenses and liabilities suffered or incurred, directly or indirectly, by Indemnitees in connection with any claim that the use by Indemnitees of the Buyer Materials and other material the Buyer provides to DAZN under this Agreement for the purposes of the Content Creation Services infringes, or allegedly, infringes, the rights, including intellectual property rights, of a third party.
- 5.4. DAZN hereby irrevocably and unconditionally assigns to the Buyer (by way of present assignment of present and future rights) with full title guarantee absolutely and free from all encumbrances all right, title and interest in and to any and all intellectual property rights in or relating to any and all Assigned Materials. For the avoidance of doubt, the assignment under this clause 5.4 shall take effect from the date on which the relevant Assigned Material was or is created, developed or produced. Insofar as such rights do not so vest automatically by operation of law or under this Agreement, DAZN holds all such intellectual property rights on trust for the Buyer and the Buyer shall have a worldwide, royalty-free, irrevocable, sub-licensable and transferable licence under those intellectual property rights and to use the Assigned Materials for any purpose.
- 5.5. In relation to any Deliverables or parts of them which are not Assigned Materials (including Third Party Materials and/or DAZN Materials), DAZN grants Buyer, or shall procure the direct grant to Buyer of, a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable licence to use (but, for the avoidance of doubt, not to modify or amend or sublicense the use of) the same solely in the form provided to the Buyer and solely to the extent necessary for the purpose of receiving and using the Content Creation Services and the Deliverables. Buyer shall comply with any licence terms in relation to such Deliverables as DAZN may notify to it from time to time.