

PERFORM CONTENT LICENCE AGREEMENT

Perform Media Channels Ltd (**Perform**) (company number 05645564) whose address is Sussex House, Plane Tree Crescent, Feltham, Middlesex TW13 7HE, wishes to acquire the rights to exploit the content which is controlled by the Licensor subject to the terms and conditions of this Agreement.

PART A – CONTRACT SCHEDULE

EFFECTIVE DATE:


AUGUST 2014

LICENSOR	Confederation of North, Central America and Caribbean Association Football ("CONCACAF")
LICENSOR CONTACT	Enrique Sanz, General Secretary. Fax number: (305) 763-8073
COMMENCEMENT DATE	22 August 2014
TERM	Subject to earlier termination in accordance with the Standard Terms and Conditions, the period from the Commencement Date to 30 days after the 2015-2016 CONCACAF Champions League final.
CONTENT	The Events detailed in Schedule 1 of the Standard Terms and Conditions.
RIGHTS	Betting Rights
EXCLUSIVITY	Exclusive
TERRITORY AND EXCLUDED TERRITORIES	Worldwide excluding United States of America
DELIVERY METHOD	The Licensor will make available all Live Coverage on an Atlantic satellite with coverage of Western Europe. For the avoidance of doubt, all technical fees and costs of delivery are included in the Fees.

This Agreement sets out the terms of a legally binding contract between the Licensor and Perform.

By signing below we, the Licensor, confirm that:

- (A) the contents of the Contract Schedule are correct, and
- (B) we agree to the Contract Schedule and the Standard Terms and Conditions attached.



Authorised signatory for and on behalf of CONCACAF
Enrique Sanz
General Secretary

September 16, 2014
Date

PERFORM MEDIA CHANNELS LTD

Agreed:



Authorised signatory for and on behalf of PERFORM

22/08/2014
Date

PART B – STANDARD TERMS AND CONDITIONS

1. Grant of Rights and Exclusivity

1.1 In consideration for Perform agreeing to pay the Fees to the Licensor in accordance with this Agreement, the Licensor hereby grants to Perform:

1.1.1 the exclusive, sub licensable right throughout the Territory during the Term to broadcast, transmit, distribute, make available and otherwise exploit Live and delayed Coverage in any form via Betting Services (**Betting Rights**); and

1.1.2 the non-exclusive right throughout the world to use all trademarks, service marks or other brands of the Licensor and/or associated with each Event in connection with Perform's exploitation of the Betting Rights and the VOD Clip Rights (**Ancillary Rights**),

(together, the **Rights**).

1.2 For the avoidance of doubt, the Licensor undertakes that it: (a) shall not; and (b) shall not grant or otherwise permit any other person to exercise any rights analogous to the Betting Rights in the Territory during the Term.

2. Events and Delivery

2.1 The Licensor shall deliver to Perform the Live Coverage of all Events in accordance with Clause 2.2 and each of the other provisions of this Agreement.

2.2 The Licensor shall (at its own cost):

2.2.1 produce broadcast quality Live Coverage of each Event to the standard expected from a first class provider of Live sports coverage and in accordance with Good Industry Practice;

2.2.2 ensure that the Live Coverage of each Event shall commence a reasonable period in advance of the start of the relevant Event (usually at least thirty (30) minutes) and shall continue until for a reasonable period after the end of the relevant Event (usually fifteen (15) minutes);

2.2.3 deliver (including uplinking and transmission of) the Live Coverage at broadcast quality and in accordance with Good Industry Practice via the agreed Delivery Method;

2.2.4 to the extent that any Live Coverage delivered to Perform via the agreed Delivery Method is not broadcast free-to-air, provide to Perform in a timely manner such set top boxes, viewing cards and other decoding equipment and facilities as is necessary to enable Perform to receive, view and ingest such Live Coverage for the purposes of this Agreement; and

2.2.5 obtain all licences, permissions, waivers and consents (including in relation to any sound recordings and underlying musical, literary or dramatic works) required to produce and deliver the Live Coverage to Perform fully-cleared for Perform to use as envisaged in this Agreement.

2.3 Perform acknowledges that CONCACAF in its sole discretion has the right to determine, alter and/or modify the formats, venues, participants of all tournaments, provided that Perform is provided with notice of any such amendments and the minimum match requirements set out in Schedule 1 are still adhered to.

3. Fees

3.1 Subject to the terms of this Agreement, in consideration for the Licensor granting the Rights and delivering the Coverage to Perform in accordance with this Agreement, Perform agrees to pay to the Licensor the fees in accordance with this Clause 3 and Schedule 2 (the **Fees**).

3.2 All amounts payable by Perform under this Agreement are expressed in this Agreement net of any applicable VAT or other sales tax, which shall be payable in addition. However, Perform may deduct any withholding or other applicable tax from the Fees prior to payment to the Licensor.

4. Representations, Warranties, Indemnity and Liability

4.1 Each party hereby represents and warrants to the other that:

- 4.1.1 it has all necessary power and authority, and has obtained and will throughout the Term maintain all licences, permissions and consents, required for to enter and perform its obligations under this Agreement;
- 4.1.2 nothing in this Agreement conflicts with or might constitute a breach of any agreement or arrangement which it has with any third party or any applicable regulatory obligation;
- 4.1.3 there are no actions, suits or proceedings pending or to the best of its knowledge threatened against it before any court tribunal or governmental body agency or authority which may adversely affect its ability to perform its obligations hereunder; and
- 4.1.4 it will not enter into any agreement inconsistent with the terms of this Agreement and will comply with all Applicable Laws with respect to the performance of its obligations under this Agreement.
- 4.2 The Licensor hereby represents, warrants and undertakes that:
 - 4.2.1 it either owns or has obtained all other rights, licences, permissions and consents necessary or appropriate to perform all of its other obligations in accordance with this Agreement;
 - 4.2.2 neither the Coverage nor any of the services provided by or on behalf of the Licensor to Perform under this Agreement shall infringe the rights, including the Intellectual Property Rights, of any third party;
 - 4.2.3 the Coverage shall not include anything which is or may reasonably be regarded as offensive, blasphemous, obscene, defamatory or otherwise unlawful, which may infringe the rights including the Intellectual Property Rights of any person or which is used, disclosed or provided by the Licensor in breach of any obligation which the Licensor may have to any third party including any obligation of confidentiality;
 - 4.2.4 the Licensor has not and will not grant any lien, mortgage, charge or other security right, interest or encumbrance over or in respect of any part of the Coverage and/or the Coverage;
 - 4.2.5 the Coverage shall be fit for the purposes for which it is provided;
 - 4.2.6 the Licensor shall provide the Coverage and perform each of its other obligations under this Agreement with all reasonable skill and care, in accordance with Good Industry Practice and to the standard to be reasonably expected of a first class professional and experienced provider of Live sports coverage;
 - 4.2.7 the Licensor has all necessary skills, experience, personnel and other resources in order to perform its obligations under this Agreement to the standard required by this Agreement;
 - 4.2.8 all personnel used by the Licensor shall be appropriately qualified and shall possess suitable skills and experience for the performance of their duties; and
 - 4.2.9 the Licensor will not at any time grant or purport to grant to any person any right, title or interest in the Coverage or any part thereof which is or may be inconsistent with the rights granted to Perform under this Agreement.
- 4.3 The Licensor shall indemnify and hold Perform harmless against any Liabilities suffered or incurred by Perform and/or its Affiliates as a result of any threats, claims, demands, proceedings, judgments, causes of action or action by any third party that Perform's possession and/or use of all or any part of the Coverage in accordance with this Agreement infringes the rights, including the Intellectual Property Rights, of any third party.
- 4.4 Perform shall indemnify and hold CONCACAF harmless against any Liabilities suffered or incurred by CONCACAF and/or its Affiliates as a result of any threats, claims, demands, proceedings, judgments, causes of action or action by any third party that Perform's possession and/or use of all or any part of the Coverage other than in accordance with this Agreement infringes the rights, including the Intellectual Property Rights, of any third party.
- 4.5 Save to the extent expressly set out in this Agreement, each party acknowledges that it has not relied on any representation, warranty or undertaking given by the other in entering into this Agreement and to the

greatest extent permitted by law implied or collateral representations, warranties and undertakings are hereby excluded from this Agreement.

4.6 Neither party limits its liability for:

4.6.1 fraud (including any fraudulent misrepresentation) by it or its employees; or

4.6.2 death or personal injury caused by its negligence or that of its employees, agents or subcontractors (as applicable).

4.7 Except in relation to clauses 4.3 and 4.4 and subject to Clause 4.6, neither party shall be liable to the other under or in respect of this Agreement for any indirect or consequential loss.

4.8 Except in relation to clauses 4.3 and 4.4 and subject to Clause 4.6, each party's aggregate liability in connection with this Agreement shall be limited to an amount not exceeding the Fees.

4.9 For the avoidance of doubt, nothing in this Clause 4 shall limit Perform's liability to pay the Fees in accordance with this Agreement.

5. **Term and Termination**

5.1 This Agreement shall be legally binding upon the parties from the date of this Agreement and, subject to earlier termination, shall continue for the Term.

5.2 Each party shall be entitled to terminate this Agreement immediately upon notice to the other if the other party:

5.2.1 is in material breach of this Agreement (being a single event or a series of events which are together a material breach) and either such breach is not capable of remedy or, if the breach is capable of remedy, the other has failed to remedy such breach within thirty (30) days of receiving written notice requiring it to do so;

5.2.2 is unable to pay its debts as they become due or otherwise becomes insolvent;

5.2.3 is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);

5.2.4 has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;

5.2.5 enters into or proposes any composition or arrangement with its creditors generally; or

5.2.6 is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.

5.2.7 Violates any law or is subject to criminal prosecution for violation of any law related to this agreement.

6. **General**

6.1 This Agreement shall be interpreted in accordance with the provisions of Schedule 3 and the capitalised terms used in this Agreement (which are not defined in the Contract Schedule or herein) shall have the meanings given to them in Schedule 3.

6.2 In the event of conflict or inconsistency between the Contract Schedule and the Standard Terms and Conditions, the provisions of the Contract Schedule shall prevail.

6.3 Neither party will be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent it arises from an Event of Force Majeure, subject to the affected party:

6.3.1 promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

6.3.2 using its reasonable endeavours to limit the effect of that delay or non-performance on the other party.

If performance is not resumed within sixty (60) days after the occurrence of the Event of Force Majeure, the other party may terminate this Agreement immediately by written notice to the affected party. For the avoidance of doubt, Perform shall not be obliged to pay any amount of Fees and/or will be entitled to a refund in respect of any Event which is not produced and/or delivered by Licensor to Perform in accordance with this Agreement by reason of an Event of Force Majeure or otherwise.

6.4 In the course of performing this Agreement, the Licensor may have access to confidential information of Perform including, without limitation, the operations, plans, software, technical processes and formulas, intellectual property, product designs, sales, costs and financial information, relationships, projections and usage rates of Perform (collectively the **Confidential Information**). The Licensor will receive all such Confidential Information in confidence and will not use any such Confidential Information for any purpose, disclose any such Confidential Information to any third party, reproduce any such Confidential Information or retain any such Confidential Information or copies thereof in any form or medium, without the express prior written consent of Perform. The Licensor acknowledges and agrees that the Confidential Information constitutes valuable proprietary property of Perform and that Perform will suffer irreparable harm which may not be capable of adequate compensation by means of damages alone if unauthorised third parties access or use the Confidential Information or if the Licensor or its employees or permitted agents and/or subcontractors access or use the Confidential Information other than as strictly necessary for their performance of this Agreement. The Licensor agrees that if any of the Confidential Information is disclosed or used in breach of this Agreement, then Perform will have, in addition to any other remedies available, the right to equitable relief which the Licensor agrees not to oppose or dispute. The Licensor represents and warrants that any information provided to Perform in performance of this Agreement is not and will not be confidential information.

6.5 Notices under this Agreement shall not be valid unless in writing and:

6.5.1 in the case of Perform, sent to Ed Breeze and copied to Richard McMorris, General Counsel at its address set out at the head of this Agreement; or by fax to +44203 372 0601; or

6.5.2 in the case of the Licensor, sent to Enrique Sanz and copied to Kaiisha McGee-Perry, CONCACAF Legal Department at:

CONCACAF

1000 5th Street, Suite 400

Miami Beach, Florida 33139

USA;

or by fax to (305) 763-8073.

Each such notice or communication shall be deemed to have been given or made and delivered, if by letter, forty-eight (48) hours after posting, if by hand delivery, when left at the relevant address and, if by facsimile transmission, when transmitted with transmission confirmed.

6.6 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties to its subject matter and supersedes and extinguishes any prior drafts of agreements relating to such subject matter.

6.7 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties.

6.8 If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.

6.9 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law or otherwise.

6.10 No breach by any party of any provision of this Agreement shall be waived or discharged except with the express written consent of the other parties.

- 6.11 No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power or privilege and no single or partial exercise by any party of any right, power or privilege shall preclude any further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 6.12 The parties do not intend that any term of this Agreement shall be enforceable by any person who is not a party to this Agreement.
- 6.13 This Agreement may be executed in one or more counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute the same instrument.
- 6.14 This Agreement shall be binding on and enure for the benefit of each party's successors in title. The Licensor shall not assign, sub-license, or otherwise dispose of all or any part of its rights or benefits under this Agreement. Perform may assign, sub-license or dispose of all or any of its rights or benefits under this Agreement to any Affiliate by providing notice in writing to the Licensor.
- 6.15 Nothing contained in this Agreement shall in any way create any association, partnership, joint venture or the relationship of principal and agent between the parties.
- 6.16 This Agreement shall be governed by and construed in accordance with laws of the State of Florida and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts in the State of Florida regarding any claim or matter arising in relation to this Agreement.

The parties have executed this Agreement on the date appearing at the head of this Agreement.

SCHEDULE 1 – CONTENT

Property: UNCAF Copa Centro Americana

Year: 2014

Volume: 12 matches minimum

Property: CONCACAF Gold Cup

Year: 2015

Volume: 21 matches minimum

Property: CONCACAF Champions League

Year: 2014/15, 2015/16

Volume: 62 matches minimum

Property: CONCACAF Under-20 Championship

Year: 2015

Volume: 20 matches minimum

SCHEDULE 2 – FEES

Perform shall pay US\$730,400 for the matches set forth in Schedule 1. The allocation of fees is as follows:

UNCAF Copa Centro Americana

2014 Fee: \$56,000

CONCACAF Gold Cup

2015 Fee: \$126,000

CONCACAF Champions League

Fee: 2014/15: \$248,000

2015/16: \$260,400

CONCACAF Under-20 Championship

2015 Fee: \$40,000

The Fee shall be paid in the following instalments (provided that a valid invoice is received by Perform 45 days prior to the instalment being due):

- US\$130,400 payable within 45 days of signature of this Agreement
- US\$120,000 by 31 January 2015
- US\$120,000 by 30 April 2015
- US\$120,000 by 31 July 2015
- US\$120,000 by 31 October 2015
- US\$120,000 by 31 January 2016

SCHEDULE 3 – DEFINITIONS AND INTERPRETATION

1. In addition to the terms defined in the Contract Schedule and within the Standard Terms and Conditions, in this Agreement:

Affiliate means, in relation to a party, a subsidiary undertaking or parent undertaking of that party or any other subsidiary undertaking of any such parent undertaking.

Agreement means this agreement (comprising the Contract Schedule and the Standard Terms and Conditions together with the Schedules thereto).

Applicable Laws means and includes all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or other regulatory body of competent jurisdiction and any orders of any court or other tribunal of competent jurisdiction which are applicable to this Agreement or to the performance by either party of its obligations under this Agreement.

Betting Service means any product, service or facility delivered or made available via the Permitted Means which is, which forms part of or which is provided for use in conjunction with any betting product, service, facility or opportunity.

Business Day means a day other than a Saturday, Sunday or a public holiday in England.

Contract Schedule means the schedule of terms set out in Part A of this Agreement.

Coverage means complete and uninterrupted audio-visual coverage of each of the Events produced to a first class sports broadcasting standard with international sound and English-language graphics (including, where agreed, any English-language commentary).

Event means each match or event listed in Schedule 1 (and **Events** shall be construed accordingly).

Event of Force Majeure means a fire, flood, lightning, storm, earthquake or other similar geological or metrological event or condition or Act of God, national emergency, war, act of terrorism, riot or criminal act or damage, strike, lockout or other industrial action not involving the employees of the affected party, or any other similar event beyond the control of the affected party.

Good Industry Practice means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person performing the relevant obligation(s).

Intellectual Property Rights means all intellectual property rights of any nature whatsoever throughout the world and for the full duration of any and all intellectual property protection afforded to the same including, without limitation, all: (a) patents, registered trade marks, service marks, copyright, designs and any and all applications for registration of any of the same wheresoever made; (b) unregistered trade marks, service marks, designs, design right and copyright; and (c) know how, trade secrets and confidential information howsoever arising and any right or interest in any of the foregoing.

Liabilities means all losses, liabilities, damages, penalties, adverse effects, interest, costs and expenses (including the reasonable fees and expenses of solicitors and other professionals and specialists).

Live means in real time and simultaneous with the depicted event (save for any incidental technical delay in the ordinary course of transmission or distribution).

Permitted Means means any digitally transmitted transmission means to any end-user device (including any mobile device) whether now known or hereinafter invented or developed.

Standard Terms and Conditions means the terms and conditions contained in Part B of this Agreement (and the Schedules thereto).

2. Any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application has been modified by other provisions (whether before or after the date hereof) and shall include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.

3. References to Clauses and Schedules are to clauses in and schedules to the Standard Terms and Conditions.
4. Headings are inserted for convenience only and shall not affect the construction of this Agreement.
5. References to persons shall be deemed to include natural persons, companies and other bodies corporate, unincorporated associations, partnerships, firms and government bodies, governments, states and any other organisations (whether or not in each case having separate legal personality).
6. The ejusdem generis rule will not apply to this Agreement. Accordingly general words shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things or by reason of the fact they are followed by examples intended to be embraced by the general words.
7. Save as expressly provided otherwise in this Agreement, references to indemnifying any person in respect of any matter shall be construed as references to an undertaking to pay him an amount equal to, and indemnifying him and keeping him indemnified on an after tax basis from and against, all claims, losses, damages, fines, reasonable legal and other costs and expenses suffered or incurred by him as a consequence of or by reference to that matter (and references to indemnify and indemnified shall be construed accordingly).
8. Unless expressly stated otherwise, in this Agreement references to time are to the time in London, England.