



الاتحاد القطري لكرة القدم
Qatar Football Association

**FRAME AGREEMENT RELATING HOSTING AND BROADCASTING RIGHTS
CONCERNING THE SUPERCOPA DE ESPAÑA COMPETITION**

This Agreement is made and entered into force on the 23 of August 2019.

BY AND BETWEEN

On the one part, the **Royal Spanish Football Federation** having its principal address at La Ciudad del Fútbol - Municipality of Las Rozas de Madrid, hereinafter referred to as ("**RFEF**"), hereby represented by **Mr. Andreu Camps I Povill** as its General Secretary.

On the other part, the entity, the **Qatar Football Association**, having its principal address in Albidaa Tower, Corniche Street, Doha, Qatar, hereinafter referred to as ("**ENTITY**"), hereby represented by **Mr. Mansoor Al-Ansari**, in his Capacity as General Secretary of the Qatar Football Association.

RFEF and ENTITY each hereinafter referred to as "**Party**" and collectively as the "**Parties**".

Both Parties mutually acknowledge the necessary legal capacity to contract and, in particular, the capacity to execute this document, hereby agree to regulate their reciprocal terms and conditions of this Frame Agreement (hereinafter, the "**Agreement**").

WHEREAS

PREAMBLE

I. RFEF as the exclusive owner of the Competition "**Supercopa de España**," ("**Supercopa**") and pursuant to provisions of its General Regulations and Applicable Spanish Regulations, manages the organization and the rights regarding the Competition, including, among others, the hosting, broadcasting, advertising and image rights.

II. It is in the mutual interest of ENTITY and the RFEF to set forth the terms of the acquisition by ENTITY of

- (i) the hosting rights regarding the three matches ("**two semi-final matches and a final match**" hereinafter, referred as to "**the Matches**");

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- (ii) the exclusive broadcasting rights for the territory of Asia & MENA (hereinafter referred to as **"the Territory"**), both concerning the Supercopa de España (hereinafter referred to as **"Supercopa"** or **"the Competition"**).

III. As an underlying principle of this Agreement, both Parties declare their firm intention to ensure cooperation concerning the implementation of programmes aimed at the use of football as a tool to promote social development and relations in both countries. Additionally, the Final or Final Four of the Women's Supercup will also be organized as part of the Matches if it is agreed between the Parties two months before the event is hosted.

IV. This Agreement regulates the entire terms and conditions regarding the contractual relationship between the Parties, considering that some specific commercial conditions to be signed between ENTITY, the RFEF and each Football Team which participates in the Competition (**"the Teams"**), that shall be regulated and concreted under the corresponding Commercial Schedules duly signed by ENTITY, each Team and the RFEF (under its supervision), being these Commercial Schedules in line with this Frame Agreement (hereinafter referred to as the **"Commercial Schedules"**).

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

PART I. OBJECT OF THE AGREEMENT

STIPULATION ONE.- HOSTING RIGHTS

1.1. MATCHES

By means of this Agreement, the RFEF grants to ENTITY the hosting rights regarding three matches (**"two semi-final matches and a final match"**) to be played on three separate days over a 5/6 days period:

- Two (2) semifinal matches
- One (1) final match

1.2. PARTICIPATING TEAMS AND REPLACEMENT

Participating Teams shall be Four (4) teams including exclusively the winner of the Campeonato Nacional de Liga de Primera División (**"Primera División"**), the winner of the Copa Del Rey, the second Primera División and the finalist of the Copa Del Rey.

The replacement team or teams shall exclusively include the following:

- (i) In the event the winner and/or runner-up of The Primera División are one of the two finalist teams of the Copa del Rey: Team ranked third in the Primera División
- (ii) In the event winner and runner-up of the Primera División are both the two finalist teams of the Copa del Rey: Teams ranked third and fourth in the Primera División.



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- (iii) In the event winner and/or runner-up of the Primera División are one of the two finalist teams of the Copa del Rey and the other finalist is team ranked third in the Primera División: Team ranked fourth in the Primera División.

1.3. DOCUMENTATION, TRANSPORT AND ACOMMODATION

ENTITY shall provide with all the reasonable documentation necessary to obtain visas or other required documentation to the Teams to travel to Qatar. The Parties acknowledge that necessary documentation to the Teams is vital for the execution of this Agreement.

1.4. ORGANIZATION REGARDING THE MATCHES

ENTITY shall be solely responsible for the entire organisation of the Matches in accordance with RFEF regulations and directives (which shall be communicated in advance to the ENTITY) and assumes all the costs related thereto in accordance with the stipulations of this Agreement. The RFEF is in no way responsible for the management and organisation of the said sporting events.

1.5. AUTHORIZATIONS, NOTIFICATIONS AND OTHER REQUIREMENTS FOR ORGANISING THE MATCHES

The RFEF shall request the authorizations and other necessary requirements for the staging of the Matches, in accordance with the FIFA Regulations Governing International Matches and other applicable rules. ENTITY shall ensure that the Asian Football Confederation will authorise the Matches.

1.6. VENUE OF THE MATCHES AND TRAINING SESSIONS

The Matches shall be staged at Stadiums in Qatar. The said Stadiums must meet the requirements established by FIFA for international matches, as well as those required by the RFEF and communicated to ENTITY ("RFEF Requirements") for the staging of a sporting event of the characteristics of the Matches. The RFEF shall communicate those requirements at least one hundred and twenty (120) days in advance (sixty (60) days for 2019/2020) and these should be discussed with ENTITY, which shall make all the necessary actions in order to adhere to such RFEF Requirements. In this respect, ENTITY shall, at least forty five (45) days prior to the staging of the Matches, send the RFEF written confirmation of compliance with the agreed upon Requirements of the RFEF.

ENTITY shall be responsible for the costs of organising the Matches at the Stadiums as well as for contracting with training facilities. ENTITY shall inform the RFEF of the sporting facilities which will be placed at its disposal no later than thirty (30) days after the signing of this Agreement. The Stadiums and training facilities will be equipped with the following:

- A football pitch of natural grass which complies with all the requirements necessary for a match;



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- Dressing rooms with facilities of a level suitable for the staging of international football matches;
- Security measures which guarantee the safety and security of the players, coaches and auxiliary staff and of their belongings (sports and medical material, etc.), in line of the requirements of the Teams and/or the RFEF.
- For Stadium on Matches days only, sufficient ambulances and medical resources for the correct evacuation of people who are injured or ill.

RFEF shall have the right to an inspection visit to the Venues, in order to verify their compliance with RFEF requirements concerning the Stadiums and training facilities. In the case the Parties agree to any amendment to the Venues in accordance with the FIFA requirements, such amendment shall be at the sole expense of the ENTITY. In any case, the ENTITY shall at its own expense, ensure the ideal condition of the turf of every venue in line with the RFEF requirements.

1.7. DATES OF THE MATCHES

The Parties shall agree the date of the Matches at least one hundred and twenty (120) in advance for each period, according to the following chart:

Year	Venue	Date
Year 1	In the State of Qatar	January 2020 (from the 7th of January to 11th of January)
Year 2	In the State of Qatar	January 2021
Year 3	In the State of Qatar	January 2022
Year 4	In the State of Qatar	January 2023*
Year 5	In the State of Qatar	January 2024
Year 6	In the State of Qatar	January 2025

*Pending on the 2023 calendar as a result of the FIFA 2022 World Cup.

1.8. MAXIMUM PERIOD OF STAY OF THE TEAMS

The Teams shall remain in Qatar a maximum of eight (8) days and seven (7) nights.

1.9. COSTS AND EXPENSES

ENTITY is committed to the payment of the following costs and expenses related to the Teams as agreed in the Commercial Schedules, and the RFEF Delegation, considering that the RFEF Delegation includes RFEF Officials and employees, institutional representatives and sponsors, including, but not limited to, the following costs (collectively, the "Matches Costs"):



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- Flight transportation of the participating Teams and their Delegations limited to ninety (90) people per Team, out of which forty (40) shall be in Business Class.
- Flight transportation of RFEF Delegation, limited to one hundred and twenty (120) people, out of which twenty (20) shall be in Business Class.
- Accommodation of the Teams and their Delegations, in a five stars hotel limited to of one ninety (90) people per Team.
- Accommodation of the RFEF Delegation, limited to one hundred and twenty (120) people, in a five stars hotel.
- Costs for local security required during the stay of the Teams and the RFEF.
- The costs arising from obtaining all the necessary permits and authorizations required for the staging (excluding FIFA permits and authorizations) and broadcasting of the Matches in the Territory. A media room must be prepared at the Stadiums for interviews after training sessions and/or Matches.
- Obtaining all the required insurance coverage for the Matches.
- Implementing the Video Assistant Referee (VAR) System in accordance with FIFA requirements.
- All operational Match-related fees (e.g., ticketing, advertising, credit card fees, etc.).
- All the internal transportation during the stay of the Teams and their Delegations, such as transfers to the hotel, airport, stadium, and training pitches for all official events related to The Competition (matches, training sessions, interviews, etc...), with the following vehicles placed at the disposal of the Teams:
 - Includes 2 buses of 60 seats each, plus 2 minivans per team.
- All the internal transportation during the stay of the RFEF Delegation, such as transfers to the hotel, airport, stadium, and training pitches for all official events related to The Competition (matches, training sessions, interviews, etc...), with the following vehicles placed at the disposal of the Teams:
 - Includes 2 buses of 60 seats each, plus 3 minivans.
- The cost for ensuring sufficient Media coverage is available for the Matches from all over the world and specifically from Spain, and shall discuss the presence of media with RFEF.

For the purpose of the above undertakings, the ENTITY shall chose the transport carrier and accommodation provider at its sole discretion, provided the same is within an acceptable high level of quality of standards in accordance with the clubs' needs.

For the purposes of this Agreement, the Delegations are understood to consist of the players who make up the Team, the technical and auxiliary staff, the directors of the Clubs and additional people who travel with the Team on the occasion of the Matches up to a maximum of ninety (90) people.

The Parties agree to include the hosting of the Spanish Women's Supercopa Final or Final Four once agreement is reached. On the years that it is organized in Qatar, ENTITY and RFEF shall enter into a new agreement covering the equivalent rights and obligations of the Parties.



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1.10. TICKETS

ENTITY shall have the exclusive right to commercialize tickets, giving access to the Stadiums and, if applicable, to the training pitches, reserving a quota of tickets for the RFEF and the Teams in the terms indicated below.

ENTITY shall provide the RFEF and the Teams, with enough time ahead of the Matches, with the following Digital Match tickets free of charge:

Match 1 (Semi-Final 1):

- VVIP Tickets: 10
- VIP Tickets: 70
- General Admission Tickets: three hundred (300)

Match 2 (Semi-Final 2):

- VVIP Tickets: 10
- VIP Tickets: 70
- General Admission Tickets: three hundred (300)

Match 3 (Final):

- VVIP Tickets: 15
- VIP Tickets: 85
- General Admission Tickets: Four hundred (400)

Furthermore, ENTITY shall also provide an allocation of up to 3,000 tickets for each club per match (as per the club's request at least 60 days before the match) to be sold at RFEF or the Club's discretion. In the case these tickets were not sold by 30 days before the match, RFEF shall return all such unsold tickets to ENTITY. In the case any of the clubs require any further tickets, this shall be communicated to ENTITY at least 45 days before the match, and ENTITY will do its utmost to provide the clubs with such tickets up to a maximum of an additional 3,000 tickets.

1.11. INSURANCE

ENTITY shall contract any required insurance for the staging of the Matches with an insurance company of international reputation and solvency to cover any contingency relating to the Matches and to the organization thereof.

STIPULATION TWO.- BROADCASTING RIGHTS

By means of this Agreement, the RFEF grants to ENTITY the exclusive broadcasting and other media rights for each staging of the Supercopa (consisting of all the Matches- including any opening or closing ceremony and any all press conferences and other events staged as part of the Supercopa) during the term of the Agreement, for the territory of Asia & MENA (Middle East and North Africa) (hereinafter referred as to "the Territory").

ENTITY shall enjoy on an exclusive basis, and according with international standards of quality, the audiovisual and TV rights of all the Matches (and all events staged as part of the Supercopa)



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for exploitation by any audiovisual, TV, Video Assistant Referee (VAR) System, mobile telephony, digital and data transmission system or procedure which is currently in existence or introduced in the future, for the Territory, throughout the term of the Agreement (the "Audiovisual Rights"). ENTITY shall be responsible for all the costs related to Audiovisual Production regarding the referred Audiovisual Rights, including the VAR System, and if applicable, the costs and or payments related to the exclusive granting of audiovisual rights in the Territory. ENTITY shall have the right to assign these broadcast rights to any party of its choice in the Territory.

Notwithstanding with the abovementioned, the audiovisual archive rights of the Competition shall be the property of to the RFEF, the participating clubs of each edition and ENTITY.

Considering that the audiovisual production must be developed according to the best quality and technical standards, the Audiovisual Production shall be conducted in direct coordination with the RFEF.

The Parties acknowledge and agree that the Audiovisual Rights outside the Territory are reserved exclusively for the RFEF, and the RFEF may assign these rights to third parties, provided that it shall ensure that any exploitation outside the Territory (whether by the RFEF or any third party) shall not be available within the territory, whether by itself using and/or requiring the relevant third party to use the highest industry standard of encryption, geo blocking, and other digital rights management technologies to prevent any such overspill. ENTITY shall ensure the same conditions to the RFEF for the rest of territories.

The allocation of Audiovisual Rights in favour of ENTITY for the Territory encompasses:

- The right to access the live feed of the Matches at the relevant venue and/or other signal access point required by ENTITY.
- The rights to exploit the Audiovisual Rights of the Matches, with ENTITY being authorised to record, reproduce, synchronize, transmit, broadcast, distribute and communicate the Matches publicly, live, near-live and/or on a deferred basis (including highlights and clips) and to authorise, consent and/or prohibit third parties from recording, synchronising, transmitting, broadcasting, reproducing, distributing and communicating publicly, without the need to request the authorisation or permission of the RFEF.
- Consequently, the RFEF shall refrain from negotiating or allocating the Audiovisual Rights of the Matches in the Territory to third parties (including the participating teams) and shall not itself exploit the Audiovisual rights in any manner within the Territory.
- The kick-off time ("The Fixtures") of the Matches shall be agreed and established by both parties, to ensure that the broadcasts reach the widest possible audience in Qatar, Spain and the rest of the world.

For the purpose of this Agreement, Audiovisual Rights are understood, by way of example and without limitation, as the following:

- Right to public communication.

Public communication by means of any medium or technical system, including the broadcasting, direct broadcasting by satellite, cable, Hertzian, digital or wireless system, telephony, UMTS mobile telephony, internet, public projections, etc. For these purposes, "UMTS mobile telephony" is understood to mean the new networks of third

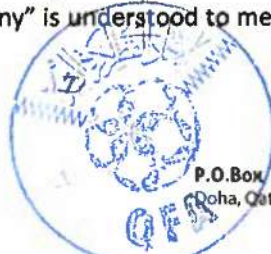


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or later generations, granted by the corresponding government licences which permit the operation of said services. Likewise, "internet" is understood to mean a data transmission service via communications networks which use TCP/IP protocol, provided that the end-user has access exclusively via or personal computer.

These methods of public communication may be received in a restricted, open or encoded broadcast, charged or free-of-charge, in black and white or in colour, live or deferred and/or in places open to the general public or with restricted access (including residential, commercial premises and public screenings) and by means of transmitting audio and/or audiovisual materials whether currently in existence or which may be implemented in the future.

This concept also includes "à la carte" and pay-per-view TV, video on demand and other systems of digital delivery by any procedure and access to databases and internet or any other digital or technical means available now or during the term of the Agreement.

- b. Right to audiovisually record.
- c. Right to reproduce.
- d. Right to distribute.

The right to distribute is understood to mean placing at the disposal of TV or distribution companies the images and sounds of the Matches, whether live or deferred (in this latter case via delivery of the copies of the recordings on the corresponding media), via sale, rental, loan or any other form of temporary or permanent transfer of the possession of the images and sounds and of the copies, including, but not limited to, digital delivery systems, access to databanks and databases, all of the afore-mentioned for public or domestic communication.

Likewise, the right to distribute is understood to mean placing at the disposal of the public the images and sounds of the Matches (home video, CD Rom, DVD, or any other multimedia product currently in existence or which may be implemented in the future) via sale, rental, loan or any other form of temporary or permanent transfer of the possession of the images and sounds, including, but not limited to, digital delivery systems, access to databanks and databases, all of the afore-mentioned for public or domestic communication.

- e. Right of transformation.
- f. Right of synchronisation.

Furthermore, RFEF hereby grants to the ENTITY the right to a revenue share for the territories of United States of American and Turkey (the "Complimentary Territories") as a result of the actions that ENTITY will undertake in order to increase the value of the right as per the following:

- In the case RFEF sells the broadcast rights for the Complimentaty Territories for a total value of Four Million (4,000,000) Euros or less; ENTITY shall be entitled to a revenue share of 5% of the total revenue from the Complimentary Territories.



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- In the case RFEF sells the broadcast rights for the Complimentary Territories for a total value of more than Four Million (4,000,000) Euros; ENTITY shall be entitled to a revenue share of 15% of the total revenue from the Complimentary Territories.

STIPULATION THREE.- ADVERTISING AND SPONSORSHIP RIGHTS

3.1. ENTITY shall have the exclusive rights commencing from the date of signature of this Agreement, including naming rights, in order to associate the Supercopa with commercial partners and sponsors and to retain all financial proceeds from such association. Such sponsors shall be subject to the approval by the RFEF (which shall not be unreasonably withheld) and shall not be in conflict with the official partners of the Supercopa ADIDAS and SEAT (considering their rights of 2 minutes regarding the UTV for ADIDAS and 7 minutes for SEAT) or the potential sponsors that RFEF may replace in the same category of the current sponsors during the term of the Agreement, considering that ENTITY shall respect the fact that RFEF will be always supported by two official partners during the Supercopa, with the same category agreed with the current sponsors, without a right of compensation for ENTITY. The Parties acknowledge that the agreement between the RFEF and SEAT and ADIDAS establishes that the RFEF will grant and warrant them the maximum exposure in the main commercial assests (equivalent to tier 1 sponsors).

The parties agree that the competition badge on the sleeves may contain a promotional reference to Qatar upon the agreement of the clubs.

The exploitation for publicity and sponsorship purposes shall be for the exclusive objective of promoting the Supercopa. The creative aspects of this publicity shall always be subject to the prior approval of the RFEF, not to be unreasonably withheld, in order to avoid the conflict with the mentioned official Partners of the Supercopa.

By way of example and without limitation, ENTITY shall have the right to fully exploit the static, dynamic and/or electronic advertising at the Stadium, at the training pitches, on the panels in the official press areas and press conference room of the Matches, for the Matches and the training session and press conference at Stadiums on the day prior to the Matches, in the mixed zone, on the team coach, cam carpets, main perimeter advertising, double-production perimeter advertising, match-related posters and stationery, the bibs at the Stadium, activations in the stadiums (activation is considered to be the commercial activity carried out with clients and which includes, by way of example, the presence of inflatables; handing-out of merchandising; show with stars or guests), etc. Additionally, the RFEF shall make its best efforts to facilitate the ENTITY the following rights:

- a. Official Meet and Greet: An official meet and greet event for each Team at the Team Hotel (or location to be mutually agreed) with the available players of the squad of each Team during their stay in the State of Qatar, with the exact details of such official meet and greet event to be agreed between ENTITY, RFEF and the delegation of each Team;
- b. RFEF shall provide ENTITY with the following quantities of playing shirts and outfits from the Teams:



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- (i) Fifty (50) official playing shirts for each Team (i.e. two hundred playing shirts in total), signed by all the players and fifty (50) unsigned official playing shirts (i.e. two hundred in total);
- (ii) Twenty-five (25) official balls for each Team (i.e. one hundred balls in total), signed by all the players, and twenty-five (25) unsigned official balls for each Team (i.e. one hundred balls in total).
- c. Promotional Videos: RFEF shall provide the ENTITY with a minimum of two (2) promotional video from each Team for the promotion of the Matches; RFEF shall make sure that at least 3 players from each Team out of a proposal of 7 players made by ENTITY will appear and communicate messages to promote the Supercopa in the State of Qatar.
- d. RFEF shall make its best efforts to to facilitate the following rights:
 - (i) CSR/Cultural Visit: RFEF shall make its best efforts to facilitate that each Team shall attend a CSR visit to a school and/or hospital and/or public historic location in Qatar with the exact details of the visit to be agreed between ENTITY, RFEF and the delegation of each Team. RFEF shall make it best efforts to facilitate that each visit shall include at least 5 available star players from the Team concerned with such visit.
 - (ii) Promotional visit for a commercial partner of the Matches: RFEF shall make its best efforts to facilitate that each Team shall perform a visit to a designated head quarter/retail branch/location of a commercial partner of the Matches for the promotion of the Matches (provided that such commercial partner does not conflict with the commercial partners of RFEF or the concerned Team), with the exact details of the visit to be agreed between ENTITY, RFEF and the delegation of each Team. RFEF shall make sure that each visit shall include at least 5 available star players from the Team concerned with such visit.
 - (iii) TV Appearance: RFEF shall make its best efforts to facilitate that each Team makes available one (1) First team player, which should be either one of the captains or one from a list of 3 players proposed by ENTITY, and the head coach of each respective Teams for a television interview to promote the Matches at the Team Hotel;
- e. Attendance at Training Sessions: RFEF and the Promoter shall arrange special access for an agreed number of VIP Guests to two (2) of the Training Sessions of each of the Teams during the stay of the Teams in Qatar.

3.2. Thus, regarding the images of the Teams and its members, ENTITY agrees that it may only use them for the promotion of the Supercopa and in any case for the purposes provided for in this Agreement, and subject to the prior and express approval of the RFEF which shall not be unreasonably withheld.



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3.3. The Marketing and Communications departments of ENTITY and the RFEF shall coordinate the implementation of an action plan aiming to ensure the maximum exposure of the Competition. Amongst the activities which shall be considered, the following should be included:

- (i) The RFEF shall provide ENTITY with 32 (2 VVIP, 10 VIP and 20 Category 1) free tickets for every match of the Spanish Male National Team and King's Cup Final.
- (ii) The RFEF shall provide ENTITY with 4 minutes of institutional advertising of the Qatar 2022 World Cup in the LED panels and 3 reproductions of a promotional video of the Qatar 2022 world cup in the stadium screen at every home game of the Spanish Mens National Team and King's Cup Final.
- (iii) To publish in the respective social media channels and website key aspects of the relevant events of each party.
- (iv) The RFEF shall make its best efforts to facilitate that the RFEF Legends play a game against Qatar legends.
- (v) The organisation of a periodic legend's tournament of the participating teams.
- (vi) In case clauses (iv) and (v) are to be implemented, the party from the territory where the tournament is to be held will cover all the logistic costs of the said event.
- (vii) To implement an Ambassadors programme which should include two representatives on behalf of the RFEF and each participating club which will be involved in PR activities agreed upon between the RFEF and ENTITY.
- (viii) To establish a dedicated space within the Ciudad del Fútbol to the promotion of the Competition and Qatar 2022.

STIPULATION FOUR.- DISTINCTIVE SIGNS AND IMAGE RIGHTS

4.1. The RFEF assigns to ENTITY during the term of this Agreement and for the exclusive purposes of promoting the Supercopa, the commercialization of the Matches. Consequently, the RFEF authorises ENTITY to license, exploit, promote, use, reproduce, distribute and publicly communicate the Supercopa's logo and image for promotion purposes, via any system or procedure and in any medium or format.

The RFEF shall provide ENTITY with the right to combinely exploite the Teams intellectual property represented in their logos and images for the sole purpose of promoting and commercialization ot the Matches.

The use of any symbol, distinctive sign, image right, etc., not specified in this clause shall require the express written authorisation of the RFEF.

All creative work must be previously approved by the RFEF.

At no additional cost to ENTITY, the RFEF will provide to ENTITY with all necessary Visual Identity System (VIS) all necessary material related to Supercopa, including print and video as requested by ENTITY.



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PART II. OTHER PROVISIONS

STIPULATION FIVE.- EFFECTIVE DATE, DURATION AND TERMINATION

5.1. This Agreement shall come into force in the date of signature. The RFEF and ENTITY will agree on a date to publicly present the event in Spain and/or in Qatar.

5.2. It is intended by the parties hereto that the duration of the Agreement may be extended for two consecutive periods of Three (3) years, with the intention of achieving a total of Six (6) football seasons.

The parties agree an initial duration of a three-year period, starting with season 2019/2020 and expiring by the end of the Supercopa match of season 2021/2022.

After the termination of the initial period, the parties may agree a second period of three years, starting with season 2022/2023 and expiring by the end of the Supercopa match of season 2024/2025 under the same general conditions and the special update of the Fees established under Clause 6.1., unless it is not possible for the RFEF to subscribe the additional period, according only to:

- (i) the concurrence of institutional reasons;
- (ii) Force Majeure (hereinafter, referred as to "the Reasons").

The occurrence of any of the Reasons shall be communicated by RFEF to ENTITY in writing two (2) months prior to the Supercopa match of season 2021/2022.

STIPULATION SIX.- FINANCIAL CONDITIONS

6.1. The Parties hereby agree that the yearly consideration ("Fees") stated in the Agreement shall be for the first three years of Euro thirty-three million (€33M), being annually increased, in case of extension according to Clause 5, for the next three years, with a percentage of 3% for each year:

- (i) the fees for the RFEF obligations according to stipulations one to four, inclusive, pursuant this Agreement, including naming rights.
- (ii) exclusive broadcasting rights in the Territory (Euro three million (€3M)).



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- (iii) the commercial fees to be paid by RFEF to the Teams as per the Comercial Schedules according to the following categories:

Teams Category	Requierments	Commercial fees
A	To have won at least fifteen (15) European Competitions, ten (10) Leagues and ten (10) Copas del Rey	Euro six million (€6M)
B	To have won at least five (5) European Competitions, eight (8) Leagues and eight (8) Copas del Rey	Euro two million and three hundred thousand (€2,3M)
C	To have won at least three (3) European Competitions, one (1) League and one (1) Copa del Rey	Euro one million and seven hundred thousand (€1,7M)
D	To have participated in the UEFA Champions League within the five (5) seasons prior to the Supercopa	Euro one million and two hundred thousand (€1,2M)
E	Any other merits	Euro seven thousand and five hundred (€750K)

- (iv) the reward for the results on the Competition to be paid by the RFEF to the participating teams:

- Two Million Euro (€2,000,000) for the winner.
- One million and Four Hundred Thousand Euro (€1,400,000) for the runner-up.
- Eight Thousand Euro (€800,000) for the Teams that do not qualify to the final.

The Appearance Fees for the Teams shall be paid by the RFEF and shall be yearly agreed and regulated pursuant to the respective Commercial Schedules.

6.3. The referred amounts will be net and free of any local tax, rates or any administrative costs applicable in Qatar. For clarity, ENTITY will not withhold any taxes or rates due to any government under this Agreement



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6.4 FEE PAYMENTS:

ENTITY will pay to RFEF the agreed fees according the following payment calendar:

- 50% of the total payment at the beginning of each season no later than 15 September of the respective year with the exception of the 2019/20 edition which shall be paid within thirty (30) days from the signature of this agreement.
- 30% of the total payment upon the arrival of the teams to the State of Qatar.
- 20% of the total payment no later than one month after the Final of the Competition.

STIPULATION SEVEN.- LIABILITY AND INDEMNITY

7.1. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, members, partners, employees and agents, from and against and in respect of any and all claims, suits, debts, judgments, losses, obligations, expenses, costs, amounts paid in settlement, damages and liabilities (including interest, penalties and reasonable attorneys' fees and expenses) directly resulting from third party claims (collectively, "Losses") arising out of or in connection with (i) any breach by the other party or its employees of any representation, warranty, obligation or covenant contained in this Agreement or (ii) any negligent act or omission or willful misconduct by the other party or any of its affiliates, officers, directors, members, managers, contractors or employees.

7.2 Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, neither party will be liable for consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this Agreement regardless of whether such liability arises from breach of contract, tort or any other theory of liability.

STIPULATION EIGHT.- REPRESENTATION AND WARRANTY

Each party hereto represents and warrants to the other that:

- it has the full power and authority to enter into this Agreement and to perform its obligations hereunder;
- it shall perform all of the services contemplated under this Agreement in a professional manner;
- it shall comply with all the state and local laws, rules, and regulations applicable to Spain's participation in the Matches and visit to Qatar;
- it is not and will not become a party to any oral or written contract or understanding with any third party which
 - (a) is inconsistent with this Agreement and/or its performance hereunder or
 - (b) will in any way conflict with or limit its ability to fulfill the terms of this Agreement;
- this Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms;





(vi) This Agreement has been reached without the involvement of any third party.

STIPULATION NINE.- CONFIDENTIALITY

9.1.- "Confidential Information" shall mean the information that:

- (i) is by its nature confidential and proprietary to the Parties,
- (ii) is designated by the Parties or one of them as confidential,
- (iii) or the Parties know or ought to know is confidential and shall include without limitation: the negotiations and the terms and conditions of this Agreement and all information about the Parties, their employees, agents, policies and operations which is made available or which becomes known during the duration of this Agreement and its execution.

9.2.- Confidential Information does not include information which:

- (i) is or becomes public knowledge other than by breach of this Agreement;
- (ii) has been independently developed or acquired by either party;
- (iii) each party is obliged to disclose to any judicial or enforcement authority, regulatory or governmental body to which they are subject to;
- (iv) at the time of receipt is required in order to comply with the obligations under this Agreement;
- (v) is required in order to comply with the right of information of the shareholders or auditors, who shall maintain the confidentiality of the information.

9.3.- Each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other party in writing.

9.4.- Each Party will take such reasonable steps to provide safe custody of all Confidential Information in its possession and to prevent unauthorised access thereto or use thereof.

9.5.- At any time upon the written request of a party, the other party shall return any documents which embody Confidential Information and must not keep any copies in any form.

STIPULATION TEN.- PERSONAL DATA

In compliance with the provisions of the General Data Protection Regulations, the personal data included in this contract, as well as in any document attached to it, or that in the future might be provided for the execution hereof, may be subject to processing by each of the parties, in order to manage the contractual relationship. They shall not be subject to processing for any additional purpose other than those indicated in this contract.

The parties shall take all necessary technical and organizational measures to guarantee the security of all personal data and avoid the alteration, loss and unauthorized treatment thereof or access thereto, taking into account current technology, the nature of the data provided, and





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the risks to which they are exposed, from either human action or the natural or physical environment.

Personal data shall be processed by the parties during the time necessary for the management of the contract which, once finalized, shall be kept until the expiry of the prescription period of the legal obligations and/or prescription of the actions related thereto.

The parties shall not communicate to third parties any of the aforementioned personal data that could possibly be obtained unless such communication is necessary for the execution or management of the purpose of the contract, thereby guaranteeing compliance with current regulations. The parties shall not transfer the personal data to third parties unless obliged to do so by law.

The holders of the personal data may exercise the rights of access, rectification, deletion, limitation of processing, objection and portability in accordance with the terms and conditions established in the applicable personal data protection regulations. These rights may be made effective by writing a letter to the addresses of the parties indicated at the top of this document with "EXERCISE OF RIGHTS" included as a reference.

STIPULATION ELEVEN.- NOTIFICATIONS & COMMUNICATIONS

For any communication relating to this Agreement, the parties designate the following addresses:

For ENTITY

H.E. Mr. Hassan Al Thawadi

Secretary General

Supreme Committee for Delivery and Legacy

For the RFEF

Mr. Luis Manuel Rubiales Béjar

President

Ciudad del Fútbol

C/Ramón y Cajal s/n

28230 Las Rozas (Madrid)





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Any communication and/or notification effected by either of the parties in connection with this Agreement shall be in writing and sent by either postal service or e-mail.

All communications during the journey and stay and relating thereto shall have binding effect between the authorized representatives designated by each of the parties.

STIPULATION TWELVE.- BINDING EFFECT

12.1 This Agreement shall represent the entire and complete understanding of the Parties hereto at the date hereof regarding the subject matter, and supersedes, cancels and replaces all prior representations, arrangements, understanding and agreements between the Parties or others, whether written, oral or otherwise relating the subject matter thereof.

12.2 This Agreement may only be altered, varied or amended by written instrument executed by both Parties hereto.

12.3 This Agreement shall only enter into execution upon its validation by the Board of Directors of the ENTITY, as well as the President of the RFEF. In the case such validation is not obtained within 10 days from the date of Agreement, this Agreement shall be considered terminated with no effect or obligation on either Party.

STIPULATION THIRTEEN.- MISCELLANEOUS

13.1. Good faith. Each of the parties will owe the other a duty to act in the utmost good faith in the delivery of their respective services.

13.2. Protocol. Being the Competition an official competition of the RFEF, the RFEF President as shall deliver the trophy to the captain(s) of the winning team. ENTITY shall be entitled to nominate a senior representative to accompany the RFEF President. The Protocol departments of the RFEF and ENTITY will coordinate the seating plan of the VVIP and VIP area.

13.3. Assignment and Subcontracting. The rights and obligations arising from this Agreement which correspond to each party are inherent thereto, and may not be transferred, delegated or assigned or in any other way disposed of, in full or in part, directly or indirectly, without the prior written consent of the other party. Neither Party shall subcontract any of the same without the express written consent of the other Party.

13.4. Independence. Nothing contained in this Agreement may be considered in any way constituting an association, joint venture, grouping of economic interests or agency between the parties. Pursuant to the above, each of the Parties shall act at all times as an enterprise entirely independent of the other and may therefore at no time enter into any agreement, pledge or commitment of any other kind in the name or on behalf of the other Party. The parties





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shall remain at all times independent and responsible for their own decisions with regard to the management of their respective activities and the administration of their resources.

13.5. Nature of the Agreement. This Agreement is of mercantile nature, being governed by the provisions of its own clauses and the applicable law for matters not provided for therein. In the event that any of the clauses contained in this Agreement were to become invalid, such ineffectiveness will not be extended to the rest of the document, which shall remain fully valid, and the Agreement shall be complemented with a clause which safeguards in the best possible way the will of both parties as expressed in the cancelled clause.

13.6. Amendments. No change or amendment to, or waiver of, any of the provisions of the present Agreement shall be effective, unless effected through a written document signed and agreed by both parties.

13.7. The present Agreement and its Schedules represent the only agreements in force between the parties in the matter which forms the object thereof and replace any other correspondence, memorandum, letter of intent, and prior verbal or written agreement between the parties.

13.8. At the end and/or termination of this Agreement, the rights which one party may have acquired from the other in virtue thereof, shall revert automatically to the party which was the original holder thereof, and the former shall refrain, from that date on, from using and/or exploiting, either directly or indirectly, such rights.

13.9. Language. English shall be the prevailing language of the Agreement.

13.10. Non-Circumvention. Neither Party shall, directly or indirectly, hereto circumvent the other nor solicit any of the other party's clients and/or customers including businesses, subsidiaries, affiliates, contacts, employees and agents.

Neither Party may, directly or indirectly, hereto enter into nor conclude any contract or agreement verbal or written with the other party's clients and/or customers including businesses, subsidiaries, affiliates, contacts, employees, and agents.

13.10 Termination.

- a. RFEF shall have the right to terminate this Agreement immediately upon notice in writing to ENTITY if any instalment of the Fee due under clause 6.4. is late from the due date by and if ENTITY fails to honour the overdue instalment within thirty (30) business days from receiving the written notice from RFEF.
- b. Without limitation to above, either Party (the Non-Defaulting Party) may terminate this Agreement immediately by written notice to the others (the Defaulting Party) if:
 - i. the Defaulting Party commits a material breach of this Agreement which is not capable of remedy;
 - ii. the Defaulting Party fails to remedy a material breach of this Agreement, where such breach is capable of remedy, within fourteen (14) days of written notice being given by the Non-Defaulting Party requiring such breach to be remedied; or





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- iii. the Defaulting Party enters into a composition or arrangement with its creditors, has a receiver or administrator or administrative receiver appointed, or passes any resolution for winding-up or a court order is made to that effect.

Pursuant to what it is agreed under clause 5.2., the parties shall have the right to immediately terminate the agreement in case of concurrence of the causes which shall provoke the impossibility of the extension of the agreement.

- c. Expiry or termination of this Agreement shall not release the parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination; or affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such expiry or termination, as the confidentiality clause, pending payments, etc.

13.11 Force Majeure. In the event in the course of execution of the Agreement it becomes impossible for either Party due to force majeure to fulfil its performance, said Party shall give timely Notice thereof to the other Party and the Agreement shall be terminated and void of effects starting from the day of delivery of the Notice.

For the purpose of the above, force majeure causes include only and exclusively the following circumstances: (i) natural catastrophes, (ii) wars or riots or disorders, (iii) epidemics, (iv) embargos or bans on the part of local authorities (v) official announcement from the Spanish government that the Spanish nationals are forbidden from travel to the State of Qatar.

Said causes of force majeure shall in any case be concrete and satisfy the following three requirements: (a) they must be unforeseeable at the time of stipulation of the Agreement, (b) they shall not be due to the fault of the Party invoking them, and (c) they shall objectively hinder the execution of the performance without the possibility of any remedy whatsoever.

In the case of the inability of either Party to obtain the required approvals as per Article 1.5 herein, the other Party may then terminate this agreement immediately and without consideration if such approvals were not obtained within a period of no longer than 30 days from the date of notice of non-approval. In such case, the contract shall be deemed to be null and void, and any amounts paid by ENTITY prior to the date of termination shall be refunded by RFEF.

STIPULATION FOURTEEN.- APPLICABLE LAW & ARBITRATION

14.1.- This Agreement and all amendments, shall be construed in accordance with, and solely and exclusively be governed by, the laws of Switzerland.

14.2.- The parties agree that any dispute or claim arising from or related to this Agreement shall be resolved by the Court of Arbitration for Sport (CAS), Lausanne, Switzerland, and resolved definitively in accordance with the Code of Sports-related Arbitration. Applicable law shall be Swiss law and the language of the proceeding shall be English.



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14.3.- In the event that a dispute were to come before CAS, the Panel shall be made up of three (3) arbitrators. Each party shall choose one (1) arbitrator from the CAS list and the two (2) arbitrators thus chosen shall, by common agreement, choose the President of the Panel within fifteen (15) days. If, at the end of that period, no agreement has been reached as to the person of the President of the Panel, the latter shall be appointed by the president of the division. In the event that either of the parties fails to nominate its arbitrator by the deadline provided for in the Code of Sports-related Arbitration, the president of the division shall be charged with so doing.

PART III. COOPERATION CONCERNING THE IMPLEMENTATION OF PROGRAMMES AIMED AT THE USE OF FOOTBALL AS A TOOL TO PROMOTE SOCIAL DEVELOPMENT AND RELATIONS BETWEEN SPAIN AND QATAR

STIPULATION FIFTEEN.- GUIDELINES

15.1. According to the provisions under paragraph III of the Preamble, both Parties declare their firm intention to cooperate for the implementation of programmes aimed at the use of football as a tool to promote social development and relations between the State of Qatar and the Kingdom of Spain.

The following main action lines are agreed between the Parties in order to comply with this part of the Agreement:

- To implement a project for the promotion of leadership of women by means of football.
- To promote women status regarding Sport Governance.
- To implement a project which promotes education by means of football.
- To organize an Annual Conference during the Supercopa concerning the social impact of football in Qatar.
- To implement a training Programme targeted at sports leaders, including women, regarding football clubs in Qatar, which shall be organized and led by RFEF.
- To establish a knowledge sharing mechanism specially in relation to megaevents management, management of football governance, management of professional competitions, and legacy of events, including the establishment of secondment programs and observation programs.
- To ensure the best efforts by the RFEF to facilitate to ENTITY relevant memorabilia of the RFEF and its competitions and the participating clubs of each edition of the Competition.
- To design an exhibition with relevant material from the museum or archives of the RFEF, the participating clubs and the Qatar Sports Museum to be hosted upon request of any of the parties and/or clubs.



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- Knowledge transfer regarding stadium operations, pitch management, venue operations, facility management, youth development (via Spanish FA Academy) and other subjects (e.g. Supreme Committee for Delivery and Legacy, QFA, QSL, Aspire Zone Foundation, AZF owned clubs, Aspetar, the new Performance Centre), including but not limited to annual hosting by Spanish FA nominated staff from the Entity as internships to explore and train on the operation and operation management of stadiums, involving nominated individuals and exposing them to Spanish FA methods and expertise in the organisation of local and international tournaments, as well as any other internships, knowledge transfer and training programs or coaches clinics requested by the Entity from time to time. In addition this agreement should include the activation of a secondment and observation programme (minimum of 30 people per annum per event).
- Joint CSR activities (cooperation' s Spanish FA, through its CSR manager and in line with its CSR strategies regarding civil society and responsibility, with the Entity and/or Qatar Foundation initiatives, through a dedicated CSR manager) including but not limited to child education (project "Educate a Child"), project "generation amazing project" or any other CSR activity, e.g. by raising funds for donations.
- To conduct internships programmes between the parties.

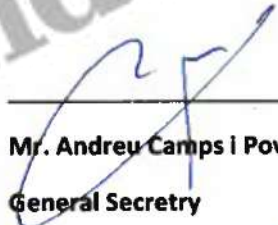
ENTITY

Mr. Mansoor Al-Ansari
General Secretary



REAL FEDERACIÓN ESPAÑOLA DE FÚTBOL

Mr. Andreu Camps i Povill
General Secretary



El Confidencial

El Confidencial

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