

## COVER AGREEMENT

This Agreement is made this 30<sup>th</sup> day of SEPTEMBER, 2008 (the "Cover Agreement")

between

**THE INTERNATIONAL ASSOCIATION OF  
ATHLETICS FEDERATIONS**  
17 Rue Princesse Florestine  
MC 98000 Monaco  
("IAAF")

of the one part

and

**DENTSU INC.**  
1-8-1, Higashi-shimbashi  
Minato-ku  
Tokyo 105-7001  
Japan  
("DENTSU")

of the other part

### **WHEREAS:**

- A** The IAAF, an unincorporated association established for an indefinite period under the laws of Monaco and comprised of continental confederations and national governing bodies for athletics, is the world governing body for the sport of athletics and has the exclusive right to sanction and stage certain international athletics competitions, including the EVENTS.
- B** DENTSU, one of the leading advertising companies in the world which is engaged in sports media and marketing businesses in addition to advertising agency businesses, has successfully worked with the IAAF on the marketing and commercial exploitation of various international athletics competitions organised by or under the authority of the IAAF.
- C** Pursuant to two agreements signed concurrently with this Cover Agreement, one between the IAAF and DENTSU and the other between the IAAF's Dutch based subsidiary IAAF B.V. ("IAAF BV") and DENTSU, DENTSU has been granted certain marketing, advertising, sponsorship, promotional, licensing, brand and other commercial exploitation rights and certain MEDIA RIGHTS relating to the IAAF and the EVENTS.
- D** Because of the complex nature of the two agreements referred to above, the IAAF and DENTSU wish to enter into this Cover Agreement to clarify certain matters relating to this transaction.

**NOW, IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following expressions have the following meanings:

“**BV AGREEMENT**” means the agreement between DENTSU and IAAF B.V. of the Netherlands relating to the grant to DENTSU of the MEDIA RIGHTS in Japan, signed concurrently with this Agreement.

“**CONTRACTING PARTY REVENUES**” means, subject to the terms and conditions of this Agreement, cash payments received by DENTSU from third parties other than the IAAF and IAAF BV in respect of the exploitation of the RIGHTS.

“**EVENTS**” means the IAAF owned and/or controlled international athletics competitions sanctioned by the IAAF as World Championships (other than the IAAF World Athletics Final), including the opening and closing ceremonies, banquets, functions and other activities (including cultural, educational and environmental programmes) relating thereto, forming part of the IAAF World Athletic Series, consisting of the international athletics competitions as they are at the date of execution of this Agreement set out below:

- IAAF World Championships in Athletics
- IAAF World Indoor Championships
- IAAF World Youth Championships
- IAAF World Junior Championships
- IAAF World Cup
- IAAF World Athletics Final
- IAAF World Half Marathon Championships
- IAAF World Cross Country Championships
- IAAF World Race Walking Cup

“**GUARANTEED MINIMUM PAYMENTS**” means the payments described as ‘Guaranteed Minimum Payments’ in the IAAF AGREEMENT and the BV AGREEMENT, namely the sum of US\$180,000,000 composed of the amounts US\$110,000,000 and US\$70,000,000 respectively.

“**IAAF AGREEMENT**” means the agreement between DENTSU and the IAAF relating to the grant to DENTSU of the MARKETING RIGHTS in the TERRITORY and the MEDIA RIGHTS in the TERRITORY (excluding the EBU territories and Japan), signed concurrently with this Agreement.

“**MARKETING RIGHTS**” means certain marketing, advertising, promotional, endorsement, sponsorship, merchandising, licensing, hospitality, publication and any other commercial exploitation rights and opportunities now known or

hereafter developed relating to the IAAF and the EVENTS, as described in the RIGHTS AGREEMENTS.

“**MEDIA RIGHTS**” means a certain rights relating to the IAAF, the EVENTS or any part thereof in all languages in all forms of media now existing or hereafter developed in any manner, as described in the RIGHTS AGREEMENTS.

“**RIGHTS**” means any and all rights and opportunities granted to DENTSU by the IAAF or IAAF BV under the RIGHTS AGREEMENTS, including the MARKETING RIGHTS and the MEDIA RIGHTS.

“**RIGHTS AGREEMENTS**” means the IAAF AGREEMENT and the BV AGREEMENT.

“**TERM**” means the term of the RIGHTS AGREEMENTS.

“**TERRITORY**” means the world.

- 1.2 References to Clauses, Paragraphs and Appendices are, unless otherwise stated, references to clauses and paragraphs of, and appendices to, this Agreement.
- 1.3 Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter and vice-versa. References to entities include individuals and incorporated and unincorporated bodies and associations and include reference to those entities’ legal representatives, successors in title and assignees.
- 1.4 References to “include”, “in particular” and “for example” or similar are to be construed without limitation, references to “days” mean actual days unless specified to be working days. All references to “parties” means, unless indicated otherwise, the parties to this Agreement.
- 1.5 References to “consult” shall mean a requirement to discuss in good faith but the party consulted shall have no approval right over the final decision of the consulting party.
- 1.6 Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.7 The Appendices form an integral part of this Agreement.

## **2 EXECUTION OF THE RIGHTS AGREEMENTS**

- 2.1 Subject to the terms and conditions of this Cover Agreement, the parties hereby agree that:

- (i) the IAAF and DENTSU shall enter into the IAAF AGREEMENT on the terms agreed therein; and
- (ii) the IAAF shall procure that IAAF BV shall enter into the BV AGREEMENT with DENTSU, on the terms agreed therein,

pursuant to which agreements DENTSU shall be granted, on an exclusive basis for the TERRITORY and for the TERM, any and all RIGHTS relating to the IAAF and the EVENTS, other than those RIGHTS specifically reserved for the IAAF or third parties in the RIGHTS AGREEMENTS.

2.2 The parties agree that notwithstanding the fact that the RIGHTS are granted to DENTSU pursuant to two separate agreements:

- (i) the GUARANTEED MINIMUM PAYMENT amounts to be paid by DENTSU shall be treated by the parties as a single amount of one hundred and eighty million United States Dollars (US\$180,000,000);
- (ii) the profit share arrangements between the IAAF and DENTSU shall be reflected solely in the IAAF AGREEMENT but, for the purposes of calculation, the revenues, costs, fees and expenses under the BV AGREEMENT shall be included (to the extent described in the IAAF AGREEMENT); and
- (iii) the 'Operational Expenses' of US\$43,700,000 described in the IAAF AGREEMENT shall also include the expenses incurred by DENTSU in relation to the BV AGREEMENT.

2.3 The parties acknowledge that DENTSU has been granted certain rights under the BV AGREEMENT which could conflict with the exclusive grant of the MARKETING RIGHTS to DENTSU pursuant to the IAAF AGREEMENT. The parties acknowledge that the grant to DENTSU of such rights under the BV AGREEMENT shall be deemed not to infringe the exclusivity of the MARKETING RIGHTS granted to DENTSU pursuant to the IAAF AGREEMENT. In the event that rights granted to DENTSU under the BV AGREEMENT are already granted to DENTSU under the IAAF AGREEMENT, the grant under the BV AGREEMENT shall be deemed to be a repetition of rights already granted, rather than the grant of additional rights.

### 3 TERM

The term of this Cover Agreement shall be deemed to commence with effect upon signature and this Cover Agreement shall expire or terminate upon the expiry or termination of the RIGHTS AGREEMENTS.

#### **4 ASSIGNMENT**

- 4.1 Except as specifically provided for in this Agreement, the IAAF and DENTSU shall not be entitled to assign, sub-license or otherwise transfer any of the rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 4.2 The IAAF may assign, sub-license or otherwise transfer any of its rights and obligations under this Agreement to any company fully controlled by the IAAF, provided that:
- (i) the IAAF shall cause such company to comply fully with all relevant terms and conditions of this Agreement;
  - (ii) such assignment, sub-license or other transfer does not materially negatively impact upon DENTSU; and/or
  - (iii) the IAAF shall remain jointly and severally liable for the performance of all obligations under this Agreement.
- 4.3 DENTSU may assign, sub-license or otherwise transfer any of its rights and obligations under this Agreement to Affiliates, provided that DENTSU shall cause the Affiliates to comply fully with all relevant terms and conditions of this Agreement and shall remain jointly and severally liable for the performance of all obligations under this Agreement. For the purposes of this Clause, "Affiliates" shall mean any entity: (i) more than 50% of the equity interest in which is directly controlled by DENTSU, or the entities who control DENTSU; or (ii) which controls more than 50% of the equity interest of DENTSU.

#### **5 MISCELLANEOUS**

- 5.1 **Relationship of the Parties:** This Agreement does not constitute either party the agent of the other or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. The parties are in all respects independent contractors.
- 5.2 **Waiver:** Any waiver by either party of a right arising out of a breach of this Agreement shall be in writing and will not operate as, or be construed to be, a waiver of any other right arising out of such breach of this Agreement. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver of, or deprive such party of the right to insist subsequently upon strict adherence to, that provision or any other provision of this Agreement.
- 5.3 **Integration and Severability:** This Agreement may not be altered, amended or modified except in writing signed by a duly authorised representative of the parties

to this Agreement. In the event of an individual provision of this Agreement is declared void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected and this Agreement will remain in full force and effect in so far as its primary purpose is not frustrated. In such case, this Agreement shall be construed as if such unenforceable provision had not been contained therein and the parties will negotiate in good faith to replace such unenforceable provision by such enforceable provision as has effect nearest to that of the provision being replaced.

- 5.4 **Confidentiality:** The parties acknowledge that the content, in particular the financial details of, and any information disclosed pursuant to, this Agreement, are confidential and agree to do all things necessary to preserve such confidentiality, except to the extent that: (i) disclosure is required by law or court order; or (ii) the contents are, or the information is, in the public domain (other than in breach of this Clause 5.4); or (iii) disclosure is necessary within the IAAF or DENTSU as part of the ordinary reporting or review procedure or reasonably necessary for purposes of raising finances; or (iv) is required by any rules or regulations of any competent regulatory or supervisory authority by which either party is or wishes to become bound; or (v) disclosure is made to the IAAF's or DENTSU's professional advisers or consultants who have a legitimate need to know such contents or information and who agree to be bound by this Clause 5.4.
- 5.5 **Notices:** All notices to be given under this Agreement shall be given in writing to the following addresses, unless notification of a change of address is given in writing. Any notice will be sent by facsimile and confirmed the same day by registered mail and will be effective upon receipt of the facsimile.

**IAAF:** The International Association of Athletics Federations  
17 Rue Princesse Florestine  
MC 98000 Monaco  
Telefax: (+377) 93 15 95 15  
Attention: IAAF President

**DENTSU:** Dentsu Inc.  
1-8-1, Higashi-shimbashi  
Minato -ku  
Tokyo 105-7001  
Japan  
Telefax: (+81) 3 62175531  
Attention: International Sports Department  
General Manager

- 5.6 **Entire Agreement:** This Agreement together with the RIGHTS AGREEMENTS is intended to be the sole and complete statement of the rights and obligations between the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements between the parties relating to such subject matter.

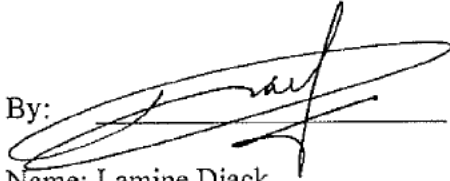
- 5.7 **Co-operation:** Subject to a separate agreement to be negotiated in good faith between DENTSU and AMS, DENTSU will continue to secure the services of Athletics Management & Services AG, Hertensteinstrasse 26, 6004 Lucerne, Switzerland ("AMS") and its key executives for the implementation of this Agreement. Notwithstanding the contract with AMS, DENTSU shall remain responsible for sales and all other obligations hereunder.
- 5.8 **Guarantee:** In regard to all of the obligations of the IAAF BV provided for in the BV AGREEMENT, the IAAF, as a guarantor for the IAAF BV, shall be, jointly and severally with the IAAF BV, responsible for the performance of all such obligations.
- 5.8 **Governing Law:** This Agreement shall be governed by, and interpreted in accordance with the laws of the Principality of Monaco.
- 5.9 **Dispute Resolution:** Any disputes between the parties arising out of, or in connection with, this Agreement, including any disputes as to its conclusion, binding effect, invalidity, interpretation, amendment and termination, then:
- (i) it shall first be referred to and discussed and decided by the IAAF President and the DENTSU senior executive, or their designees at the highest executive level of the parties, whose decision will be binding on both parties;
  - (ii) if the IAAF President and the DENTSU senior executive are unable to reach a decision within 30 days, the parties agree to participate in mediation in accordance with the mediation procedures of the International Chamber of Commerce. The parties agree to share equally in the costs of the mediation;
  - (iii) if the mediators are unable to reach a decision, such dispute shall be resolved, to the exclusion of the ordinary courts, by a three-person Arbitral Tribunal in accordance with the International Arbitration Rules of the International Chamber of Commerce as amended from time to time. The place of arbitration shall be Monaco and the arbitration proceedings shall be conducted in English or French, to be decided by the Arbitral Tribunal.

IN WITNESS whereof, the parties have executed this Agreement in two (2) copies by their duly authorised representatives on the day and year first written above.

**THE INTERNATIONAL ASSOCIATION  
OF ATHLETICS FEDERATIONS**

**DENTSU INC.**

By:



Name: Lamine Diack

Title: IAAF President

By:



Name: Soichi Akiyama

Title: Executive Officer



# **AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL ASSOCIATION OF ATHLETICS  
FEDERATIONS**

**AND**

**DENTSU INC.**



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## AGREEMENT

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**THE INTERNATIONAL ASSOCIATION OF  
ATHLETICS FEDERATIONS**  
17 Rue Princesse Florestine  
MC 98000 Monaco  
 (“**IAAF**”)

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and

**DENTSU INC.**  
1-8-1, Higashi-shimbashi  
Minato-ku  
Tokyo 105-7001  
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### **WHEREAS:**

- A** The IAAF, an unincorporated association established for an indefinite period under the laws of Monaco and comprised of continental confederations and national governing bodies for athletics, is the world governing body for the sport of athletics and has the exclusive right to sanction and stage certain international athletics competitions, including the **EVENTS**.
- B** DENTSU, one of the leading advertising companies in the world which is engaged in sports media and marketing businesses in addition to advertising agency businesses, has successfully worked with the IAAF on the marketing and commercial exploitation of various international athletics competitions organised by or under the authority of the IAAF.
- C** The IAAF wishes to grant DENTSU all marketing, advertising, sponsorship, promotional, licensing, brand and other commercial exploitation rights and certain **MEDIA RIGHTS** relating to the IAAF and the **EVENTS** as described herein.

- D** The IAAF acknowledges that this Agreement will fundamentally support the development of the sport of athletics and that the terms of this Agreement involve a significant commercial risk and financial commitment by DENTSU, which is only commercially viable if a period of at least the TERM is granted to DENTSU by the IAAF.

**NOW, IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, the following expressions have the following meanings:

**“AUDIO VISUAL MATERIAL”** means audio, audio-visual and/or visual recordings, data, information, or material.

**“AUDIO VISUAL TRANSMISSION(S)”** means the dissemination, transmission, broadcast, display, delivery, and/or supply of AUDIO VISUAL MATERIAL, to a recipient (whether multiple or individual recipients, whether at the election of the recipient or otherwise, whether interactive or otherwise, and whether for free or for a fee) via any media or method whatsoever, whether now known or hereafter developed, and the term AUDIO VISUAL TRANSMISSIONS shall be interpreted in the broadest possible manner.

**“BROADCASTER”** means any entity which has entered into an agreement in respect of AUDIO VISUAL TRANSMISSIONS of an EVENT.

**“COMMERCIAL AFFILIATE”** means any party granted any marketing, promotional, advertising, licensing or any other rights of association with the IAAF or any of the EVENTS, and any BROADCASTERS identified by DENTSU (such as "partner", "sponsor", "supplier", "product", "licensee" or "supporter", including "IAAF Partner", "IAAF Supplier", "IAAF Broadcast Partner" "National Partner" and "National Supplier").

**“CONTRACTING PARTY REVENUES”** means, subject to the terms and conditions of this Agreement, cash payments received by DENTSU from third parties other than the IAAF and IAAF BV in respect of the exploitation of the RIGHTS.

**“EBU”** means the European Broadcasting Union.

**“EBU TERRITORY”** means the countries listed in Appendix B.

**“EBU BROADCAST RIGHTS”** means those broadcast rights or parts thereof in respect of the EBU EVENTS, as described herein and granted by the IAAF to the EBU, and/or, subject to the terms of this Agreement, DENTSU and/or third parties within the EBU TERRITORY.

**“EBU EVENTS”** means the EVENTS taking place during the TERM excluding the IAAF World Youth Championships; the IAAF World Race Walking Cups; and the IAAF World Half Marathon Championships.

**“EBU TERRITORY”** means those territories described in Appendix B.

**“EVENTS”** means the IAAF owned and/or controlled international athletics competitions sanctioned by the IAAF as World Championships (other than the IAAF World Athletics Final), including the opening and closing ceremonies, banquets, functions and other activities (including cultural, educational and environmental programmes) relating thereto, forming part of the IAAF World Athletic Series, consisting of the international athletics competitions as they are at the date of execution of this Agreement set out below:

- IAAF World Championships in Athletics
- IAAF World Indoor Championships
- IAAF World Youth Championships
- IAAF World Junior Championships
- IAAF World Cup
- IAAF World Athletics Final
- IAAF World Half Marathon Championships
- IAAF World Cross Country Championships
- IAAF World Race Walking Cup

**“EVENT SESSION”** means all those events which are listed in the EVENT timetable to be completed during the course of either the morning, afternoon or evening period of an EVENT day.

**“FORCE MAJEURE”** means an act of God, strike or other labour dispute, fire, flood, epidemic, earthquake, explosion, war or armed conflict, blockade, embargo, restraints, sanctions, or orders of civil, civil defence, or military authorities, government action or decree, act of public enemy, act of terrorism, riot or civil disturbance, or threat thereof or other inability to secure sufficient labour, technical or other personnel, failure or delay of common carrier or impairment or lack of adequate transportation facilities, inability to obtain, or the condemnation, requisition or commandeering of, supplies, equipment or material, failure of technical, production or television equipment, or any other cause or causes beyond the control of the parties.

**“HOST BROADCASTER”** means the entity responsible for creating, producing and supplying the INTERNATIONAL SIGNAL and English language commentary of any of the EVENTS and providing the INTERNATIONAL SIGNAL and English language commentary for international distribution together with broadcast facilities and technical services to BROADCASTERS.

“**IAAF BRAND**” means the IAAF emblem and related identity system approved by the IAAF Council in the year 2000, or any other replacement thereof implemented in accordance with the terms of this Agreement and approved by the IAAF Council.

“**IAAF BV AGREEMENT**” means the agreement between DENTSU and IAAF BV. of the Netherlands relating to the grant to DENTSU of the MEDIA RIGHTS in Japan, signed concurrently with this Agreement.

“**IAAF REGULATIONS**” means any rules and regulations of the IAAF, including any amendments, as approved by the IAAF Congress and/or the IAAF Council, including the IAAF Constitution, the Technical Rules for International Competitions, the Advertising Rules and Regulations, the Marketing Regulations and the Protocol, Media and Broadcast Guidelines.

“**IAAF WEBSITE**” means a browsable collection of web pages common to the IAAF.org domain name, available on the World Wide Web (which is itself a collection of interlinked hypertext documents transferred via the INTERNET), written in HTML and accessible via HTTP, and which transfers information at the request of the website user from the IAAF’s server to the recipient using a browser software application.

“**INTERNATIONAL SIGNAL**” means an international quality colour visual and audio electronic signal (analogue, digital, high definition or otherwise) incorporating a live video picture with international sound, IAAF graphics and customary on-screen identifications agreed by the STEERING BOARD, official website identification, rights cleared music, slow motion and replays produced by the HOST BROADCASTER, which is otherwise totally devoid of any inserted commercial material, and all recordings of such signal, and which may be used as provided by the HOST BROADCASTER or as adapted by DENTSU.

“**INTERNET**” means the on-line global communications matrix which, using ‘Internet Protocol (IP)’, interconnects, either directly or indirectly and whether via fixed line or mobile technology, individual computers (whether integrated with other technology or otherwise) and/or computer networks and any on-line telecommunications system or digital based service.

“**MARKETING RIGHTS**” means any and all marketing, advertising, promotional, endorsement, sponsorship, merchandising, licensing, hospitality, publication and any other commercial exploitation rights and opportunities now known or hereafter developed relating to the IAAF and the EVENTS.

“**MARKS**” means any and all past, present and future names, symbols, logos, emblems, mascots, trophies, slogans, musical compositions, designations, service marks, trade marks and any other mark or designation authorised and/or owned by the IAAF, whether or not registered or applied for or represented in whole or in part, denoting, identifying, or associated with, the IAAF and/or the EVENTS,

including the IAAF BRAND, the IAAF name and the previous official IAAF emblem.

**“MEDIA RIGHTS”** means any and all rights relating to the IAAF, the EVENTS or any part thereof in all languages in all forms of media now existing or hereafter developed in any manner, including any and all rights and opportunities set out in Clause 3.2.

**“OM”** means the IAAF Member Federation selected by the IAAF to stage and organise an EVENT, including the organising committee (**“OC”**) appointed by such OM for the material organisation of such EVENT.

**“PREMIUMS”** means any items of merchandise bearing any of the MARKS together with the name and/or mark of a COMMERCIAL AFFILIATE or BROADCASTER, and which are given away for free or at a subsidised price by the COMMERCIAL AFFILIATE or BROADCASTER.

**“PRIOR EVENTS”** means:

- (i) all World Athletic Series events which took place prior to the TERM; and/or
- (ii) all World Athletic Series events which took place prior to the commencement of the most current year of the TERM.

**“PUBLIC INSTITUTIONS”** means national governments, area governments, city governments, public authorities and bodies funded by such authorities, excluding however any entity which in the STEERING BOARD’s opinion is a potential COMMERCIAL AFFILIATE;

**“RADIO SIGNAL”** means any audio electronic signal produced by DENTSU and/or BROADCASTERS, whether live or delayed, in whole or in part, analogue, digital or otherwise, disseminated by radio broadcast and any means now known or hereafter developed, including computers, mobile devices, and via the INTERNET.

**“RIGHTS”** means any and all rights and opportunities granted to DENTSU by the IAAF under this Agreement, including the MARKETING RIGHTS, MEDIA RIGHTS and the rights relating to the IAAF BRAND. It is understood that subject to DENTSU’s rights under Clause 2.1, the right to sell tickets to the EVENTS shall be with the IAAF who usually grants it to the OMs, including the right to retain all revenues generated from such ticket sales.

**“SITES”** means the location of the EVENTS, including the entire premises of a stadium, the adjacent areas, any warm-up areas, parking areas, official hotels, press and media centres, accreditation centres, VIP areas, hospitality areas, athletes’ villages, the aerial space above a stadium, the route of any non-stadia events, the

location of any official functions and activities and any other areas under the control of the IAAF and/or the OM.

**“STEERING BOARD”** means the committee, consisting of 2 representatives of each of the IAAF and DENTSU, which is responsible for developing and overseeing the implementation of a marketing, media and brand strategy for the exploitation of the RIGHTS, as further detailed in Clause 9.

**“TERM”** means the period specified in Clause 13.1.

**“TERRITORY”** means the world.

**“VIK”** means products and/or services provided in lieu of cash consideration.

**“VIRTUAL SIGNAGE”** means the electronic insertion of advertising by way of live or non-live insertion of video images (either still or moving) not present on a SITE, including synthetic advertising boards, panels, signs and any other advertising inserted electronically into the AUDIO VISUAL TRANSMISSIONS of the EVENTS.

**“WCA”** means the IAAF World Championships in Athletics

**“WIC”** means the IAAF World Indoor Championships.

- 1.2 References to Clauses, Paragraphs and Appendices are, unless otherwise stated, references to clauses and paragraphs of, and appendices to, this Agreement.
- 1.3 Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter and vice-versa. References to entities include individuals and incorporated and unincorporated bodies and associations and include reference to those entities' legal representatives, successors in title and assignees.
- 1.4 References to “include”, “in particular” and “for example” or similar are to be construed without limitation, references to “days” mean actual days unless specified to be working days. All references to “parties” means, unless indicated otherwise, the parties to this Agreement.
- 1.5 References to “consult” shall mean a requirement to discuss in good faith but the party consulted shall have no approval right over the final decision of the consulting party.
- 1.6 Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.7 The Appendices form an integral part of this Agreement.



## 2 GRANT OF MARKETING RIGHTS

- 2.1 Subject to the terms and conditions of this Agreement, the IAAF hereby grants DENTSU on an exclusive basis for the TERRITORY and for the TERM any and all MARKETING RIGHTS relating to the IAAF and the EVENTS, including any and all rights and opportunities in respect of the following:
- 2.1.1 the right to use, and to sub-license (including the right to sub-sub-license and further) the use of, the MARKS in any manner;
  - 2.1.2 any advertising of any nature at the SITES, whether sound or visual, in any form or media now known or hereafter developed, including on advertising boards, scoreboards, timeboards, field-event boards, video screens, backdrops, coolers, seats, athletes' number bibs, official uniforms, measurement and timing equipment, banners, aerial advertising, product placement and any other signage on-SITE, subject to the then applicable IAAF REGULATIONS, it being understood that in the event that the EBU BROADCAST RIGHTS are granted to the EBU, DENTSU will not grant, license or otherwise permit any competitor of the EBU (namely a European television company) to be appointed as an IAAF Partner or an IAAF Supplier;
  - 2.1.3 any concession, Franchising, display, sampling, demonstration and selling rights at the SITES. "**Franchising**", as used herein, shall mean the sale and distribution of products including merchandise, food and beverages and, in case of any beverages, whether alcoholic or non-alcoholic, the pouring of such beverages. For the avoidance of doubt, unless agreed otherwise by DENTSU, DENTSU will be the contracting party as principal to all concession agreements in respect of the EVENTS;
  - 2.1.4 the production (including the right to determine the number of free copies and the quality standards), distribution, and sale of any and all EVENT-related Publications, including all advertising, product placement and sponsorship opportunities therein. For the avoidance of doubt, the editorial content of such Publications shall be under the control of the IAAF. "**Publications**", as used herein, shall mean any conventional printed matter or electronic or digital versions thereof produced in connection with any of the EVENTS, including official programmes, posters, guides, magazines, maps, calendars, newsletters, bulletins, stationery, booklets, books and any official books;
  - 2.1.5 any advertising and other recognition on all EVENT-related official printed or electronic or digital matter not otherwise covered by Clause 2.1.4, including on tickets, accreditations, invitations and press releases;

- 2.1.6 all production, distribution, sale and any sub-licensing of any musical compositions for any of the EVENTS. For the avoidance of doubt, this shall not include the IAAF Anthem.
- 2.1.7 any commemorative coins, commemorative stamps and, in co-operation with the IAAF, commemorative medals to be given away free of charge to participants, with respect to any of the EVENTS. For the avoidance of doubt, the rights granted to DENTSU under this Clause 2.1.7 only extend to the right to use the MARKS in connection with such products and not to the production of any legal tender coins or postage stamps;
- 2.1.8 association of, and advertising opportunities for, the COMMERCIAL AFFILIATES in connection with any official functions and hospitality events held by the IAAF and/or the OM in relation to any of the EVENTS, particulars of such association and advertising opportunities to be mutually agreed in good faith between the IAAF and DENTSU on a case-by-case basis;
- 2.1.9 association with any appropriate official IAAF award ceremonies or any trophies of any of the EVENTS as agreed by the STEERING BOARD;
- 2.1.10 supply of an agreed or stipulated number of tickets, accreditations, and parking passes to any of the EVENTS to COMMERCIAL AFFILIATES;
- 2.1.11 the right to use, and to grant COMMERCIAL AFFILIATES the right to use, hospitality facilities at the SITES as provided by the OM to DENTSU in accordance with the OM's agreement with the IAAF and DENTSU;
- 2.1.12 access to press conferences and press/media centres of the EVENTS, including the right to distribute, and to grant COMMERCIAL AFFILIATES the right to distribute and/or display, products, promotional items and advertising material in such areas;
- 2.1.13 production, distribution and sale of PREMIUMS;
- 2.1.14 any designations in all languages or the insertion of the name of a COMMERCIAL AFFILIATE implying an association with the IAAF, an EVENT, an event, discipline, session or competition taking place within or as part of an EVENT, and/or a location, tribune or piece of equipment within a SITE, (including "official partner", whether presenting, title or otherwise, "sponsor", "supplier", "broadcaster", "product", "licensee" and/or "supporter", or any other similar designations);
- 2.1.15 any eventual commercial exploitation of any IAAF certification programme, in such manner as may be agreed by IAAF, and the grant of any rights relating thereto, in strict compliance with this Agreement;

- 2.1.16 all Merchandising and Licensing Rights relating to the EVENTS. **“Merchandising and Licensing Rights”**, as used herein, shall mean the right to use, and to sub-license the right to use the MARKS on or in connection with any items of merchandise or any other official licensed products of any format (including within electronic or digital games of any format) and to distribute any such items or products through all distribution channels whatsoever;
- 2.1.17 the insertion of COMMERCIAL AFFILIATES' or other parties' names and/or marks, graphics, on-screen credits and opening and closing credits in the AUDIO VISUAL TRANSMISSIONS of the EVENTS as provided by DENTSU or its nominee to the relevant HOST BROADCASTER or BROADCASTERS (**“On-Screen Identification”**), subject to applicable laws and regulations, including the IAAF REGULATIONS;
- 2.1.18 the implementation of special promotional programmes in connection with any of the EVENTS, such as the World Record Programme, clinics and behind-the-scenes tours, which shall be subject to the approval by the STEERING BOARD as part of the marketing strategy; and
- 2.1.19 any new commercial rights and opportunities relating to the EVENTS that may become available during the TERM.
- 2.2 The IAAF and DENTSU acknowledge and agree that further details of the implementation of the MARKETING RIGHTS shall be set out in the IAAF Marketing Regulations to be agreed by the STEERING BOARD. For the avoidance of doubt, this Agreement shall form the basis of such IAAF Marketing Regulations and, in the event of any ambiguity or conflict, the provisions of this Agreement shall prevail over such IAAF Marketing Regulations. The IAAF and DENTSU further acknowledge and agree that the IAAF Advertising Regulations shall also further define the manner in which the MARKETING RIGHTS may be implemented. The IAAF agrees to consider in good faith all suggestions by DENTSU in relation to amendments or adjustments to the IAAF Advertising Regulations, it being understood that all final decisions in respect of these shall be determined by the IAAF Council.
- 2.3 In addition to the provisions of Clause 2.1 above, DENTSU shall have certain rights to advertising in any IAAF Publications, provided that advertising has traditionally been available in such IAAF Publications, or if advertising has not traditionally been available in such IAAF Publications, in IAAF Publications which the IAAF now permits to be commercialised. **“IAAF Publications”**, as used herein, means the conventional printed or electronic or digital versions of IAAF related publications (as opposed to EVENT related publications), including the IAAF Magazine, IAAF Newsletter, Athletes' Representatives List, Outdoor Handbook, Winter Handbook, World Athletic Series Results, IAAF Calendar Booklet and any other similar publications issued by or under the authority of the IAAF. For the avoidance of doubt, the IAAF has the right and obligation to produce the IAAF Publications, and has full editorial, sales and distribution control

over the IAAF Publications. DENTSU acknowledges that the IAAF shall be entitled to sell commercial advertising within the IAAF Publications, provided that:

- (i) the contractual rights granted by DENTSU to the COMMERCIAL AFFILIATES are fully respected by the IAAF. For the avoidance of doubt, such rights shall permit DENTSU to grant one page per COMMERCIAL AFFILIATE in larger IAAF Publications (or more if the COMMERCIAL AFFILIATE is a title-sponsor) and a single composite page comprising exposure of all COMMERCIAL AFFILIATES in smaller IAAF Publications;
- (ii) no such commercial advertising shall be granted to any entities which compete with a COMMERCIAL AFFILIATE;
- (iii) any commercial advertising granted to any entities other than a COMMERCIAL AFFILIATE shall not afford such entities individually greater exposure within the IAAF Publication than the exposure individually afforded to the COMMERCIAL AFFILIATES by DENTSU;
- (iv) the IAAF shall not itself grant commercial advertising to the COMMERCIAL AFFILIATES.

### **3 GRANT OF MEDIA RIGHTS**

3.1 Subject to the terms and conditions of this Agreement, the IAAF hereby grants DENTSU on an exclusive basis for the TERRITORY (other than Japan) and for the TERM any and all MEDIA RIGHTS relating to the IAAF and the EVENTS.

3.2 For the purposes of this Agreement, MEDIA RIGHTS shall include any and all rights and opportunities in respect of the following:

3.2.1 the right to exploit AUDIO VISUAL TRANSMISSIONS of the EVENTS, including AUDIO VISUAL TRANSMISSIONS of the INTERNATIONAL SIGNAL and English language commentary of the EVENTS, by any means whatsoever. For the avoidance of doubt, such right is granted on a platform-neutral basis and AUDIO VISUAL TRANSMISSIONS may, amongst other things, be exploited via:

- (i) analogue or digital television of any nature whatsoever (whether analogue, digital, terrestrial, satellite, cable, internet wireless or otherwise);
- (ii) the INTERNET or any mobile device of any nature whatsoever; or
- (iii) any analogue or digital radio of any nature whatsoever;

- (iv) any other means now known or hereafter developed.
- 3.2.2 the dissemination of the RADIO SIGNAL of the EVENTS by any means, including any commercial rights and opportunities in connection with the dissemination of the RADIO SIGNAL through an on-SITE radio channel in connection with any of the EVENTS;
- 3.2.3 the INTERNET;
- 3.2.4 home video, fixed media recordings of any AUDIO VISUAL MATERIAL of an EVENT, video on demand, non-theatrical and in-flight entertainment, closed circuit and public viewing events;
- 3.2.5 the production and exploitation by any technical means now known or hereafter developed of a highlights programme and magazine show of the EVENTS or parts thereof in all languages;
- 3.2.6 the insertion of, and granting the right to insert, VIRTUAL SIGNAGE into any coverage of the EVENTS in accordance with applicable laws and regulations and the IAAF REGULATIONS;
- 3.2.7 the exploitation in any and all media now known or hereafter developed, including via the INTERNET or any other media used to conduct AUDIO VISUAL TRANSMISSIONS, of any Archive and Data Material relating to the EVENTS, the IAAF and the PRIOR EVENTS, including the right to create, and license to third parties the use of, a database containing such Archive and Data Material. DENTSU acknowledges that the IAAF is and shall remain the owner of all such Archive and Data Material. For the purposes of this Agreement, "**Archive and Data Material**" means all textual historical information relating to the EVENTS and any PRIOR EVENTS and participants thereof, including statistical information, profiles, results, interviews, editorial material and any other content in any manner of expression, whether textual, electronic, audio visual or in any other format. It is understood that with respect to the Olympic Summer Games, the IAAF shall be entitled to license the IOC and/or its organizing bodies the use of any Archive and Data Material if in consideration purely for non-monetary compensation to the IAAF. Furthermore, notwithstanding that the MEDIA RIGHTS are granted to DENTSU exclusively, the EBU shall be entitled to use footage from IAAF events that took place prior to the commencement of the TERM of this Agreement, provided that no more than 45 minutes of such footage may be used by the EBU in any single programme;
- 3.2.8 the production, distribution and sale of an official film and/or videogram of any of the EVENTS, including the commercial exploitation by any technical means now known or hereafter developed in all languages, and all products relating thereto, it being understood that the editorial content shall be jointly determined by the IAAF and DENTSU;

- 3.2.9 the exploitation in any manner of any rights relating to any Intranet in connection with any of the EVENTS;
  - 3.2.10 the exploitation of any products or services which incorporate viewer response or other interactive elements, including quizzes, competitions, interactive games and/or infotainment and edutainment programmes, or any other direct response or interactive service;
  - 3.2.11 the right to produce unilateral coverage and/or AUDIO VISUAL MATERIAL of the EVENT and exploit it as described herein. DENTSU shall be entitled to bring onto the SITE all equipment reasonably required to exercise such right; and
  - 3.2.12 any new rights and opportunities relating to the EVENTS, whether electronic or otherwise that may become available during the TERM.
- 3.3 DENTSU shall exploit any MEDIA RIGHTS in accordance with, and not in contradiction to, the media strategy determined by the STEERING BOARD.
- 3.4 The IAAF and DENTSU agree that any copyright material and other right, title and proprietary interest whatsoever created whether now or in the future pursuant to the MEDIA RIGHTS, including relating to the INTERNATIONAL SIGNAL, any other AUDIO VISUAL MATERIAL and English language commentary, VIRTUAL SIGNAGE, the official film, highlight programmes, magazine shows and videograms of the EVENTS (the “Works”) shall vest in, and inure to the benefit of, DENTSU absolutely, including all renewals, revisions and extensions thereof. Upon the expiration of the TERM and the expiration of all license agreements dealing with such Works, whichever is the later, all such rights to, and title and proprietary interest in, such Works shall be assigned by DENTSU to the IAAF. DENTSU thereafter shall execute all necessary documents to effect the assignment to the IAAF of the rights to, and title and proprietary interest in, such Works in accordance with this Clause 3.4.
- 3.5 Notwithstanding anything contained herein, the parties agree to closely collaborate to ensure coverage of certain EVENTS in the United States of America through the exploitation of the MEDIA RIGHTS in the manner proposed or required by the major television networks operating in the USA under which DENTSU and the IAAF will jointly assume all agreed costs and share in all resultant revenues. For the avoidance of doubt, any revenues shall not be deemed to be CONTRACTING PARTY REVENUES.
- 3.6 Notwithstanding anything contained herein, DENTSU acknowledges that the IAAF shall be responsible for the establishment of the IAAF WEBSITE, which shall be the principal website dedicated to each EVENT. DENTSU acknowledges that the IAAF shall have free control over the IAAF WEBSITE, subject to the following conditions:

- (i) the IAAF shall grant the COMMERCIAL AFFILIATES and BROADCASTERS identified by DENTSU the commercial exposure granted to them by DENTSU on the homepage of the IAAF WEBSITE and on those sections of the IAAF WEBSITE relating solely to the IAAF and to the EVENTS. Such exposure shall be exclusive to the COMMERCIAL AFFILIATES and such BROADCASTERS, except that DENTSU acknowledges that the IAAF may grant exposure to title sponsors of other IAAF events or properties on the homepage of the IAAF WEBSITE if such sponsors appear in the logos relating to such events or properties. All revenues derived from the exposure described in this Clause 3.7(i) shall be treated as CONTRACTING PARTY REVENUES;
- (ii) the IAAF shall be free to commercialise those sections of the IAAF WEBSITE which are specifically dedicated to other IAAF events or properties. Notwithstanding the foregoing, if DENTSU wishes to offer commercial exposure on these sections to the COMMERCIAL AFFILIATES and BROADCASTERS then it may do so provided that:
- DENTSU has discussed and agreed the proposal with the IAAF;
  - any exposure shall be subject to the proviso that the sponsors of the other IAAF properties or events to which the section relates will have (a) product category exclusivity; (b) first options to acquire commercial exposure; and (c) preferential placement within the section; and
  - all revenues derived from the exposure described in this Clause 3.7(ii) shall revert to the IAAF.
- (iii) the IAAF shall allow the COMMERCIAL AFFILIATES and BROADCASTERS identified by DENTSU the first opportunity within their product category to acquire exposure on those sections of the IAAF WEBSITE which relate neither to the EVENTS nor the IAAF's other events or properties i.e. 'neutral' sections, such as a 'Fan Zone' and athlete related areas or profiles. All revenues derived from the exposure described in this Clause 3.7(iii) shall be treated as CONTRACTING PARTY REVENUES; and
- (iv) in respect of those sections of the IAAF WEBSITE, other than the homepage, which relate to both the EVENTS and to other events or properties of the IAAF, the parties agree that commercial opportunities for the COMMERCIAL AFFILIATES and BROADCASTERS identified by DENTSU shall be discussed and agreed in good faith between the parties.

#### **4 EBU TERRITORY**

- 4.1 Notwithstanding anything contained herein, the IAAF and DENTSU agree that the EBU BROADCAST RIGHTS are excluded from the grant of rights to DENTSU under Clauses 2 and 3.

- 4.2 EBU BROADCAST RIGHTS shall mean the the right to exploit AUDIO VISUAL TRANSMISSIONS of the EVENTS, including AUDIO VISUAL TRANSMISSIONS of the INTERNATIONAL SIGNAL of the EVENTS, by any means whatsoever. For the avoidance of doubt, such right is granted on a platform-neutral basis and AUDIO VISUAL TRANSMISSIONS may, amongst other things, be exploited via:
- (i) analogue or digital television of any nature whatsoever (whether analogue, digital, terrestrial, satellite, cable, internet wireless or otherwise);
  - (ii) the INTERNET or any mobile device of any nature whatsoever; or
  - (iii) any analogue or digital radio of any nature whatsoever;
  - (iv) any other means of transmission now known or hereafter developed.
- 4.3 Notwithstanding anything else in this Agreement, the IAAF shall ensure that:
- (i) the EBU BROADCAST RIGHTS are only exercised within the EBU TERRITORY and that no AUDIO VISUAL MATERIAL licensed by the holder of the EBU BROADCAST RIGHTS may be capable of reception outside of the EBU TERRITORY, other than naturally occurring 'overspill' generally accepted within the industry as being reasonable and which is not targeted at recipients outside the EBU TERRITORY;
  - (ii) DENTSU shall be entitled to transmit AUDIO VISUAL MATERIAL of each EVENT via the MEDIA RIGHTS in the EBU TERRITORY (a) of a duration which is no longer than three minutes per EVENT SESSION; (b) which is transmitted on a non-exclusive basis no earlier than at the end of the relevant EVENT SESSION and (c) which is used for news access purposes (based on the accepted national news access laws and/or regulations in each specific territory) or, subject to the IAAF obtaining the right from the holder EBU BROADCAST RIGHTS (and the IAAF shall use all reasonable efforts to secure such right), for other clip licensing purposes;
  - (iii) it shall incorporate into any EBU Agreements all terms required to:
    - protect the exclusive nature of the RIGHTS;
    - enable DENTSU to exercise the RIGHTS;
    - ensure the uniform and consistent application of the marketing and broadcast strategies and policies employed in respect of the EVENTS e.g. in respect of MARKS and PREMIUM usage, usage of designations;
    - enable the COMMERCIAL AFFILIATES to exercise the RIGHTS granted to them e.g. (a) in respect of the display and protection of exclusive on-screen graphics; and (b) first rights to acquire commercial airtime and broadcast sponsorship;



- ensure that the holder(s) of the EBU BROADCAST RIGHTS and their licensees and advertisers do not exercise any MARKETING RIGHTS or other RIGHTS granted to DENTSU; and
- ensure that the IAAF can comply with its obligations under this Agreement.

- (iv) the holder of the EBU BROADCAST RIGHTS shall inform the IAAF (who in turn will inform DENTSU) of the date and time of transmission live and/or delayed and the countries in and channels on which the broadcast will take place and to inform IAAF (who in turn will inform DENTSU) the date and time of each transmission, live and/or delayed, of actual or estimated audience figures; and
- (v) the holder of the EBU BROADCAST RIGHTS complies with the IAAF Broadcast Guidelines.

4.4 Notwithstanding anything contained herein:

- (i) in respect of Algeria, Chad, Djibouti, Egypt, Jordan, Lebanon, Libya, Mauritania, Morocco, Somalia, Sudan and Tunisia, the EBU BROADCAST RIGHTS shall be non-exclusive in that DENTSU may grant the right for a pan-national BROADCASTER to undertake AUDIO VISUAL TRANSMISSIONS within such territories, provided that such pan-national broadcaster does not broadcast via terrestrial television;
- (ii) the EBU or the EBU BROADCAST RIGHTS rights holder for Algeria, Egypt, Jordan, Lebanon, Libya, Morocco and Tunisia shall only be entitled to exploit the EBU BROADCAST RIGHTS via terrestrial television, and not via cable or satellite; and
- (iii) the EBU or the EBU BROADCAST RIGHTS rights holder for Chad, Djibouti, Mauritania, Somalia, and Sudan shall be entitled to exploit the EBU BROADCAST RIGHTS via terrestrial television and cable or satellite.

4.5 Notwithstanding anything contained herein, in respect of French Guiana, French Polynesia, Guadeloupe, La Réunion, Martinique, Mayotte, New Caledonia, St Pierre and Miquelon, Terres Australes Françaises, Wallis and Futuna, Aruba, and the Netherlands Antilles (Bonaire, Curaçao, Saba, Sint Maarten, Sint Eustatius), the EBU BROADCAST RIGHTS shall be non-exclusive in that DENTSU shall also be entitled to exploit the MEDIA RIGHTS in such territories.

4.6 The IAAF will enter into good faith negotiations with the EBU in respect of the grant by the IAAF to the EBU of the EBU BROADCAST RIGHTS for the time period 2010 to 2019. In the event that the IAAF and the EBU do not conclude a binding agreement relating to EBU BROADCAST RIGHTS, DENTSU shall have an exclusive right to negotiate with the IAAF, for a period of thirty (30) days commencing on the date of receipt by DENTSU of the notice from the IAAF that

the IAAF and the EBU have failed to conclude a deal as aforesaid, for such EBU BROADCAST RIGHTS for the EBU TERRITORY described in Paragraph 1(i) of Appendix B, on terms to be mutually agreed upon between the parties, but the financial terms of which shall be as described in Paragraph 4 of Appendix A. If the IAAF and DENTSU fail to reach an agreement in principle by the end of such thirty (30) day period, the IAAF will be free to contract with any third party in relation to the exploitation of such EBU BROADCAST RIGHTS. In the event that the EBU BROADCAST RIGHTS are not granted for the entire TERM, the above provisions shall apply in respect of any new negotiations conducted by the IAAF in respect of the EBU BROADCAST RIGHTS, and DENTSU's exclusive right to negotiate shall commence no later than eight (8) months prior to the commencement of the new term.

- 4.7 The IAAF agrees that it will assist DENTSU in any potential discussions which DENTSU would like to have with the EBU (or other rights holder for EBU TERRITORY) in connection with any business arrangement of DENTSU with a COMMERCIAL AFFILIATE relating to the RIGHTS, for example in the event DENTSU would like to harmonize a sponsorship deal which impacts upon the rights that the IAAF may grant to the EBU (or other rights holder for the EBU TERRITORY).

## **5 CONTINENTAL PROGRAMME**

- 5.1 The IAAF hereby undertakes to procure and make available to DENTSU on an exclusive basis for the TERRITORY and for the TERM for exploitation of the RIGHTS, the exact scope of which will be subject to good faith discussions between all parties involved, for the Continental Championships of the following IAAF Continental Member Confederations ("**Continental Programme**"): AAC (Africa), NACAC (North & Central America and Caribbean), OAAA (Oceania), CONSUDATLE (South America) and the AAA (Asia), it being understood that other IAAF Continental Member Confederations may be added to the Continental Programme provided the IAAF and DENTSU agree. DENTSU shall draft and be party to these IAAF contracts with the IAAF Continental Member Confederations for the Continental Programme.
- 5.2 Any amount received by DENTSU from the exploitation of the rights relating to the Continental Programme shall not be treated as CONTRACTING PARTY REVENUES and shall be subject to a separate profit sharing mechanism between DENTSU and the IAAF, whereby DENTSU and the IAAF will each receive 50% of all cash revenues and the IAAF shall receive all VIK.

## **6 EXPLOITATION OF THE RIGHTS**

- 6.1 The rights granted to DENTSU hereunder are exclusive in that the IAAF has not granted and will not grant to any other party in relation to the EVENTS (including new IAAF competitions), the IAAF and the IAAF BRAND the same or similar

rights and will not itself use or exploit the same or similar rights, unless otherwise specifically agreed between the parties.

- 6.2 DENTSU shall have the right to sub-license (including the right to sub-sub-license and further) or otherwise sub-contract any and all of the RIGHTS to any third party during the TERM in the TERRITORY and exploit any such RIGHTS in any media now known or hereafter developed, it being understood that DENTSU will not enter into any agreement with a third party in a manner that reflects unfavourably upon or may be prejudicial to the good name, reputation and image of the IAAF or may be in violation of the IAAF REGULATIONS. DENTSU will consult with the IAAF prior to the conclusion of any contracts with any COMMERCIAL AFFILIATE and will provide the STEERING BOARD on a regular basis with status reports of the concluded contracts in connection with the exploitation of the RIGHTS granted to DENTSU hereunder and copies of any concluded contracts.
- 6.3 The IAAF shall itself, or shall cause the relevant OM to, provide the HOST BROADCASTER for all EVENTS (in which case the OM shall bear all costs relating thereto) and the IAAF shall ensure that the HOST BROADCASTER will (i) produce and make available to DENTSU free of charge a first class INTERNATIONAL SIGNAL other AUDIO VISUAL MATERIAL and English language commentary of all the EVENTS, in accordance with the terms of this Agreement, including Clause 10.2.14; (ii) assign all rights in relation to the INTERNATIONAL SIGNAL other AUDIO VISUAL MATERIAL and the English language commentary to DENTSU; and (iii) comply and act in accordance with the IAAF Broadcast Guidelines (which are to be agreed in good faith between the parties). Any agreement between the OM and the HOST BROADCASTER must be approved in writing by the IAAF and DENTSU. The IAAF acknowledges that DENTSU shall be entitled to supplement, edit and alter the INTERNATIONAL SIGNAL and English language commentary of the EVENTS.
- 6.4 The IAAF will appoint the OM for each of the EVENTS, it being understood however that DENTSU will be the contracting party as principal to any contracts with an OM relating to the commercial aspects and the exploitation of the RIGHTS. In the event that the IAAF and DENTSU do not enter into a joint agreement with an OM, the IAAF and DENTSU agree that the appointment of an OM for an EVENT shall be subject to and conditional upon such OM executing any such contracts with DENTSU. The IAAF agrees that it shall provide all agreements with OMs to DENTSU reasonably in advance of such OMs being provided to the OMs, for DENTSU's prior review.
- 6.5 DENTSU shall have the sole right to determine the use and commercial exploitation of the RIGHTS within the framework of the marketing and media strategy determined by the STEERING BOARD. DENTSU shall be the contracting party as principal to any and all contracts in connection with the RIGHTS. Notwithstanding the foregoing, as described in the IAAF REGULATIONS, DENTSU may release certain or all of the RIGHTS in respect of an EVENT to the OM of that EVENT so that the OM may itself exploit such

RIGHTS. In such a case the OM shall be the contracting party to any agreement relating to such RIGHTS released by DENTSU, always provided that any such agreement is approved by DENTSU in writing prior to its execution. Furthermore, any such agreement must acknowledge that DENTSU may terminate the release of rights to the OM in respect of such agreement with the COMMERCIAL AFFILIATE in the event of a material breach of either of the contracting parties of such agreements. DENTSU shall receive appropriate compensation from the relevant OM in return for the release of these rights, in accordance with the terms set forth in the relevant agreement between the IAAF, the OM and DENTSU and the IAAF REGULATIONS.

- 6.6 DENTSU acknowledges that wide television exposure for each of the EVENTS throughout the TERRITORY is of great importance for the overall success of the EVENTS, the IAAF and the sport of athletics. DENTSU and any other licensee of any AUDIO VISUAL TRANSMISSION rights to the EVENTS shall exploit such rights in accordance with such media distribution strategy determined by the STEERING BOARD to best promote the EVENTS, the IAAF and the sport of athletics.
- 6.7 All right, title and interest in and to the MARKS shall remain vested in the IAAF. The IAAF and/or the OM and/or DENTSU (on behalf of the IAAF) shall be responsible for the registration, protection and enforcement of the MARKS in accordance with Clause 9.5.4 and Appendix D and the protection and enforcement strategy determined by the STEERING BOARD. The IAAF (or the OM in accordance with its contractual obligations and the IAAF REGULATIONS) shall bear all reasonable costs relating to the protection and enforcement of the MARKS. DENTSU acknowledges that the IAAF shall, provided it consults with DENTSU in good faith in relation to those elements that relate to the RIGHTS, be entitled to determine the overall branding system that it wishes to utilise in relation to the IAAF, the EVENTS and its other events.
- 6.8 DENTSU will receive a cash commission of 12.5% of the value of any VIK supplied to the IAAF and/or the OM under the contracts with the COMMERCIAL AFFILIATES during the TERM (other than those contracts concluded between an OM and a COMMERCIAL AFFILIATE subsequent to a release of RIGHTS by DENTSU as described in Clause 6.5 above). Such VIK shall be valued at the amount actually provided by the COMMERCIAL AFFILIATE, up to a maximum of the amount stipulated in the relevant contract, unless such contractually stipulated amount is exceeded as a result of specific requests of the IAAF and/or an OM in which case the VIK shall be valued at the actual amount provided. Such VIK shall be provided in form of (i) services (e.g. result services, data processing, commentator/media information systems, computer, watches, timing/measurement services), in which case the value of such VIK shall be the calculated at the rate charged by the relevant COMMERCIAL AFFILIATE for the supply of such services to comparable customers, and/or (ii) products (e.g. sporting apparel, beer, soft drinks, copier, cars, consumer electronics, telecommunication). DENTSU shall invoice the IAAF in respect of the commission to be received on all VIK supplied by COMMERCIAL AFFILIATES in a calendar year in a timely manner

and the IAAF shall pay such commission to DENTSU within 30 days of receipt of such invoice and in any event no later than by 31 March of the following calendar year.

- 6.9 The VIK shall be valued at wholesale price, as approved in writing by the IAAF and DENTSU, if ownership is conveyed, or the cost of leasing, if only right of use is conveyed. The STEERING BOARD shall have the right to disapprove the amount of VIK to be provided as part of the consideration under an agreement with a COMMERCIAL AFFILIATE if the amount of such VIK is not sufficient and reasonable in view of the needs of an EVENT. Each COMMERCIAL AFFILIATE shall be obliged to submit on an annual basis to DENTSU and the IAAF a report detailing the amount of VIK supplied for each EVENT.
- 6.10 Six months before the expiry of any current agreements for VIK with the timing/measurement and results companies in respect of the EVENTS, if DENTSU cannot secure the renewal or replacement of these agreements for any subsequent EVENT, then in order to assist the relevant OM in obtaining timing/measurement and results services for the EVENT, DENTSU shall release these product categories and the associated marketing rights to the OM pursuant to a category release agreement for use strictly in accordance with this Agreement and the IAAF REGULATIONS.
- 6.11 For the avoidance of doubt, nothing in this Agreement or otherwise shall require DENTSU to bear any costs whatsoever relating to the provision of VIK, such as accommodation or out-of-pocket expenses for the technical staff or contractors, in the event that the requests of the IAAF or an OM in respect of the provision of VIK result in a greater level of costs to be incurred than the level of costs which an OM is obligated to cover pursuant to its agreement with the IAAF.

## **7 IAAF RIGHTS**

- 7.1 The IAAF and DENTSU acknowledge and agree that notwithstanding the exclusive nature of the grant of RIGHTS herein, the IAAF shall be entitled to exercise the following rights on a non-exclusive basis, free of charge (except for technical costs) during the TERM:
- (i) use any still image photographic material of the EVENTS or previous IAAF events for any purposes;
  - (ii) use the MARKS in connection with the operation, organisation and/or promotion of the EVENTS in a non-commercial manner;
  - (iii) use any AUDIO VISUAL MATERIAL of the EVENTS or previous IAAF events for IAAF internal purposes in a non-commercial manner, but not on the INTERNET or on the IAAF WEBSITE;

- (iv) use up to three (3) minutes of AUDIO VISUAL MATERIAL per EVENT SESSION for use and display immediately after the conclusion of the EVENT SESSION from which such AUDIO VISUAL MATERIAL was taken, for the sole use by the IAAF in the TERRITORY on the IAAF WEBSITE;
- (v) other than in the territory of Japan, use up to fifty-two (52) minutes of AUDIO VISUAL MATERIAL per EVENT for use and display seven (7) days after the conclusion of the EVENT from which such AUDIO VISUAL MATERIAL was taken, for the sole use by the IAAF in the TERRITORY on the IAAF WEBSITE;
- (vi) other than in the territory of Japan, use all AUDIO VISUAL MATERIAL of a PRIOR EVENT, for use and display by the IAAF in the TERRITORY on the IAAF WEBSITE;
- (vii) disseminate audio commentary and ambient sound of the EVENTS on the IAAF WEBSITE.

always provided that (a) such use will not conflict with the RIGHTS; (b) the parties will discuss and agree in good faith the manner in which the IAAF may commercialise such rights and whether the revenues shall be treated as CONTRACTING PARTY REVENUES; and (c) the IAAF will not grant or otherwise transfer any such right of use to any third party. Furthermore, DENTSU agrees that it shall use all reasonable efforts to procure that the rightsholder for the territory of Japan permits the IAAF to use the rights described in clauses (v) and (vi) above within the territory of Japan.

- 7.2 The parties agree that notwithstanding the foregoing, the IAAF's right to utilise AUDIO VISUAL MATERIAL on the IAAF WEBSITE may be amended over time. The parties acknowledge that the IAAF's intention is to promote the sport of athletics rather than to generate additional revenues. With this in mind, the parties shall regularly review the manner and extent to which the IAAF may exercise its rights and whether any changes are required to ensure that the parties comply with the terms of this Agreement. The parties acknowledge that a major consideration to be taken into account will be the manner in which the INTERNET and the IAAF WEBSITE and their exploitation develop over time. The parties acknowledge that the INTERNET may become the principal method of the exploitation of the RIGHTS during the TERM and hence the IAAF's rights may not be extended further. Furthermore, the parties acknowledge that what is understood as "INTERNET" and the "IAAF WEBSITE" at the time of execution of this Agreement may well change over time during the TERM and this shall also be taken into account when determining whether to extend the IAAF's rights in this regard.
- 7.3 The IAAF and DENTSU further acknowledge and agree that notwithstanding the exclusive nature of the grant of RIGHTS herein, the IAAF shall be entitled to use

the following in the TERRITORY, on a non-exclusive basis and free of charge (except for technical costs) during the TERM:

- (i) up to five (5) minutes of AUDIO VISUAL MATERIAL of each EVENT (with a maximum of three (3) minutes per competition day if the EVENT is more than one (1) day in duration), no sooner than seventy two (72) hours after the conclusion of the EVENT from which the AUDIO VISUAL MATERIAL was taken;
- (ii) up to twenty (20) minutes of AUDIO VISUAL MATERIAL of each World Championships in Athletics (with a maximum of five (5) minutes per competition day), no sooner than seven (7) days after the conclusion of the EVENT from which the AUDIO VISUAL MATERIAL was taken;
- (iii) up to ten (10) minutes of AUDIO VISUAL MATERIAL of each other EVENT, no sooner than seven (7) days after the conclusion of the EVENT from which the AUDIO VISUAL MATERIAL was taken; and
- (iv) an unlimited amount of AUDIO VISUAL MATERIAL of PRIOR EVENTS,

for the sole use by the IAAF in the IAAF's general athletics or running programmes ("the IAAF Programmes"), which:

- (a) may be made available on the IAAF WEBSITE, provided the level of AUDIO VISUAL MATERIAL of each EVENT used in an IAAF Programme complies with the requirements of Clause 7.1; and
- (b) must not relate solely to an EVENT or series of EVENTS.

Furthermore, in the event that AUDIO VISUAL MATERIAL of EVENTS and/or PRIOR EVENTS is used in a single IAAF Programme, such AUDIO VISUAL MATERIAL shall not comprise more than 50% in total of the overall content of such IAAF Programme i.e. at least 50% of the content of an single IAAF Programme must relate to something other than the EVENTS or PRIOR EVENTS.

- 7.4 The IAAF acknowledges that the IAAF's rights described in Clause 7.3 above shall be conditional upon the IAAF ensuring that DENTSU is exclusively licensed the right to distribute the IAAF Programmes within Japan. The terms of such license shall be discussed in good faith between the parties.
- 7.5 The IAAF and DENTSU further acknowledge and agree that notwithstanding the exclusive nature of the grant of RIGHTS herein, the IAAF shall be entitled to create a range of licensed products which bear the IAAF BRAND but no other trademarks or other identifiable insignia, styles or marks (other than those of a COMMERCIAL AFFILIATE), for sale and distribution internally and to the public. The type or category of product that may be produced by the IAAF shall be agreed in writing between the parties in advance, taking into consideration the

product categories and exclusive rights of the COMMERCIAL AFFILIATES. The IAAF shall be entitled to retain all consideration it receives in respect of such licensed products. The IAAF acknowledges that it the IAAF shall not be entitled to sell or distribute such licensed products at the SITES.

## **8 CONSIDERATION**

- 8.1 In consideration for the RIGHTS granted to DENTSU hereunder, DENTSU guarantees to pay the IAAF an amount of One Hundred and Ten Million United States Dollars (US\$110,000,000) ("**Guaranteed Minimum Payments**"), such Guaranteed Minimum Payments to be received as set out in Paragraph 1 of Appendix A.

The parties agree that Five Million United States Dollars (US\$5,000,000) of the above sum shall be deemed as the amount payable by DENTSU to IAAF as a royalty for the use of the MARKS hereunder during the TERM (being calculated on the basis of US\$25,000 per country for approximately 200 countries worldwide).

- 8.2 In addition to the Guaranteed Minimum Payments, DENTSU and the IAAF agree to share the Contracting Party Net Revenues in accordance with the provisions of Paragraph 2 of Appendix A.
- 8.3 All of the above amounts shall be paid free and clear of, and without deduction or withholding for, any taxes, currency control restrictions, import duties or other withholdings.
- 8.4 In the event any amounts of the Guaranteed Minimum Payments are not paid by 60 days after the due date, the IAAF shall be entitled to charge DENTSU interest from such date until fully paid at the rate of 0.5 per cent (0.5%) per month. The payment of such interest shall be in addition to, and not in substitution for, any and all other remedies available to the IAAF in respect of such non-payment.

## **9 STEERING BOARD**

- 9.1 The IAAF and DENTSU shall form a STEERING BOARD which will be responsible for developing and overseeing the implementation of a marketing, media and brand strategy for the exploitation of the RIGHTS and which shall be based upon and be consistent with this Agreement.
- 9.2 The IAAF and DENTSU shall each have the right to appoint two representatives to the STEERING BOARD and to replace their own representatives in their sole discretion, except that the IAAF shall not appoint any person who is employed by or associated with a competitor of DENTSU.



- 9.3 The STEERING BOARD shall meet at regular intervals no less frequently than quarterly. In its first meeting, the STEERING BOARD shall decide upon its meeting formalities, schedules for meetings and decision-making procedure in accordance with this Agreement. Each representative on the STEERING BOARD shall have one vote. If only one representative of the IAAF or DENTSU is present at a STEERING BOARD meeting, such representative shall have two votes on all issues.
- 9.4 The STEERING BOARD shall endeavour to make unanimous decisions on all matters. However, in case of persistent failure of the representatives of the IAAF and DENTSU to agree unanimously on a matter:
- (i) the IAAF's view shall prevail on all unresolved matters relating to the organisation of the EVENTS and/or the sport of athletics; and
  - (ii) all unresolved matters relating to the commercial aspects of the EVENTS and the commercial exploitation of the RIGHTS shall be referred to, and discussed and decided by, the IAAF President and the DENTSU senior executive, or their designees at the highest executive level of the parties, whose decision will be binding on both parties. If the IAAF President and the DENTSU senior executive are unable to reach a decision on this matter, the issue as to which party's view shall prevail in respect of a particular matter shall be submitted to resolution in accordance with Clause 17.10.
- 9.5 As part of its responsibility for developing and overseeing the implementation of a marketing, media and brand strategy for the exploitation of the RIGHTS, the STEERING BOARD shall, inter alia, decide upon the following:
- 9.5.1 A sales, marketing and media strategy specifically for the EVENTS and the commercial exploitation of the MARKETING RIGHTS and MEDIA RIGHTS. The parties agree to co-ordinate their efforts in this respect, and DENTSU agrees that the IAAF may pursue sponsorship opportunities, for DENTSU to conclude, in close collaboration and co-ordination with DENTSU. For the avoidance of doubt, DENTSU acknowledges that, provided the IAAF complies with the terms of this Agreement, the IAAF shall be entitled to develop and implement its own overall strategy framework relating to the sales, marketing and promotion of the IAAF and its events, and the IAAF agrees to consult with DENTSU in doing so;
  - 9.5.2 a brand strategy for the commercial exploitation of any rights and opportunities relating to, and in connection with, the IAAF BRAND;
  - 9.5.3 criteria for the selection of the venues, schedule of events, time-tables and dates of the EVENTS, in particular of the WCA, it being understood that any such final selection shall remain within the sole competence of the IAAF Council but that DENTSU shall have the opportunity to present its recommendations;

- 9.5.4 the selection of any MARKS, subject to Clause 6.7 and the approval of the IAAF Council, and the extent to which any applications for registrations shall be filed for the MARKS in various territories and classes, bearing in mind the commercial programme undertaken by DENTSU;
- 9.5.5 any proposals for amendments to and revisions of the IAAF REGULATIONS, in particular the IAAF Advertising Rules and Regulations and the IAAF Marketing Regulations, it being understood that any such amendment or revision shall remain subject to the approval of the IAAF Council but that DENTSU shall have the right and opportunity to present its recommendations;
- 9.5.6 the strategy for use of the athletes' ranking system previously approved by the IAAF Council for the EVENTS;
- 9.5.7 any communication, promotion and public relations strategy, including press releases and other PR-statements in connection with the EVENTS; and
- 9.5.8 any other matters to be decided by the STEERING BOARD specifically referred to in this Agreement.

## **10 OBLIGATIONS OF THE IAAF**

- 10.1 The IAAF shall ensure that each OM will perform all obligations as agreed upon between the IAAF and DENTSU and which are necessary to enable DENTSU and the COMMERCIAL AFFILIATES fully to exploit the RIGHTS and the agreements which are necessary to fulfil the terms of this Agreement. In any event, the IAAF and DENTSU will discuss in good faith any compensation to be paid by the IAAF to DENTSU for any costs and expenses incurred by DENTSU as a result of the failure of an OM to perform such obligations.
- 10.2 The IAAF undertakes, and shall cause the OM to undertake:
  - 10.2.1 Advertising
    - (i) to ensure that, from not less than: (a) 7 days prior to the beginning of the WCA; and (b) 4 days prior to the beginning of all other stadium-EVENTS; and (c) a time period to be agreed between the IAAF and DENTSU prior to the beginning of all non-stadium EVENTS, until 24 hours after the completion of an EVENT, no advertising material, signage or apparent branding other than that installed, or approved in writing, by DENTSU shall be present at the SITES;

- (ii) to ensure that, from not less than: (a) 7 days prior to the beginning of the WCA; and (b) 4 days prior to the beginning of all other stadium-EVENTS; and (c) a time period to be agreed between the IAAF and DENTSU prior to the beginning of all non-stadium EVENTS, until 24 hours after the completion of an EVENT, DENTSU and its contractors or designees shall have unrestricted access to the SITES for the removal and placement of any advertising material, signage or apparent branding and any materials relating thereto, in respect of which the IAAF shall cause the OM to provide the necessary persons to assist DENTSU in connection therewith;
- (iii) to ensure that the public's and television cameras' view of all advertising material (including the advertising boards of the COMMERCIAL AFFILIATES) will not be obstructed in any manner during an EVENT, except for such obstruction incidentally caused by athletes, competition officials and television crews during their participation in the competition of the EVENT;
- (iv) to ensure that the advertising boards of the COMMERCIAL AFFILIATES are permitted to be installed in the position determined by the STEERING BOARD in accordance with the IAAF REGULATIONS. For the avoidance of doubt, the costs of the production and transportation of: (a) the advertising boards of the IAAF Partners and IAAF Suppliers shall be borne by DENTSU; and (b) the advertising boards of the National Partners and National Suppliers shall be borne by the OM; and (c) any boards requested by the IAAF shall be borne by the IAAF;
- (v) not to do anything, or allow anything to be done, whereby: (a) any third party, including any competitor of a COMMERCIAL AFFILIATE may be entitled to claim any association with an EVENT or the IAAF; (b) any products or services, including products and/or services competitive with the products and/or services of a COMMERCIAL AFFILIATE become so associated; or (c) any such third party, products and/or services may reasonably be viewed by the public as being so associated, unless otherwise approved in writing by DENTSU;
- (vi) not to use, or permit the use or display of, any emblem, logo, symbol, name, mascot or mark other than the MARKS in connection with an EVENT, other than the marks or other identification appearing on the athletes, officials or the equipment used in a competition of the EVENTS in accordance with the IAAF REGULATIONS;

- (vii) to ensure that the OM will not establish or participate in any EVENT-related website or similar information platform without the STEERING BOARD's prior written approval; and

#### 10.2.2 Products/Services

- (i) to use the contractual VIK products and services of the COMMERCIAL AFFILIATES, to the exclusion of any products and services competitive with the products and/or services of a COMMERCIAL AFFILIATE, provided that such VIK products and services are actually required;
- (ii) to use the additional products and services of the COMMERCIAL AFFILIATES to the exclusion of any products and services competitive with the products and/or services of a COMMERCIAL AFFILIATE, unless no agreement as to terms of supply of such products and/or services can be reached among the IAAF, the OM and a COMMERCIAL AFFILIATE 3 months prior to the beginning of an EVENT. In such case, products and/or services may be sourced from third parties, provided that such third parties shall not be permitted to use any MARKS or otherwise to hold themselves out as being associated with such EVENT, the IAAF or the OM; and
- (iii) to make available, free of charge, to each COMMERCIAL AFFILIATE supplying products and/or services for any of the EVENTS sufficient space, storage facilities and electricity at the SITES as may be necessary for such COMMERCIAL AFFILIATES to discharge their product and/or supply obligations for such EVENT.

#### 10.2.3 Tickets, Accreditations and Parking

- (i) to make available to DENTSU, free of charge, 15 VVIP tickets and 60 VIP tickets per day of each WCA and a reasonable number of such tickets as determined by the STEERING BOARD per day of each of the other EVENTS, such tickets to be distributed to DENTSU as agreed upon by the STEERING BOARD;
- (ii) to make available to:
  - each COMMERCIAL AFFILIATE, the BROADCASTER for the United States and other BROADCASTERS reasonably determined by the STEERING BOARD (the "**Key-BROADCASTERS**"), free of charge, 8 VVIP tickets and 40 VIP tickets each per day of each WCA; and

- each BROADCASTER, free of charge, a reasonable number of tickets as determined by the STEERING BOARD per day of each WCA; and
  - to each COMMERCIAL AFFILIATE and each BROADCASTER, free of charge, a reasonable number of such tickets as determined by the STEERING BOARD per day of each of the other EVENTS, such tickets to be distributed as agreed upon by the STEERING BOARD;
- (iii) to make available to DENTSU, each COMMERCIAL AFFILIATE and each Key-BROADCASTER, free of charge, a minimum of 2 Tribune d'Honneur tickets per day of the WCA and a reasonable number of tickets as determined by the STEERING BOARD per day of each of the other EVENTS, such tickets to be distributed as agreed upon by the STEERING BOARD;
- (iv) to make available to each COMMERCIAL AFFILIATE and each Key-BROADCASTER up to 300 best seated tickets at face value per day of the WCA and a reasonable number of tickets as determined by the STEERING BOARD per day of each of the other EVENTS, such tickets to be distributed to DENTSU in accordance with the ticket sales procedure for such EVENT;
- (v) to make available to DENTSU a seating plan for each WCA and WIC taking place during the TERM at least 6 months prior to their commencement, such seating plan to be jointly agreed in good faith between the IAAF and DENTSU;
- (vi) to make available to DENTSU, free of charge, for itself, its contractors and designees and each COMMERCIAL AFFILIATE and BROADCASTER such number of accreditations, delivery passes and parking passes per day of each of the EVENTS as are necessary to enable DENTSU fully to exercise its RIGHTS and to enable the COMMERCIAL AFFILIATES and BROADCASTERS fully to exercise their rights and to discharge any product/services supply obligations in relation to such EVENT. Such accreditations shall provide free access to any areas as agreed upon by the STEERING BOARD;
- (vii) to make available to DENTSU and each COMMERCIAL AFFILIATE and BROADCASTER, free of charge, a sufficient number of Tribune d'Honneur, VVIP and VIP accreditations per day of each of the EVENTS as agreed upon by the STEERING BOARD;
- (viii) to ensure that a separate accredited area for the COMMERCIAL AFFILIATES and BROADCASTERS is established at each WCA,

WIC, IAAF World Cup and IAAF World Athletics Final to ensure that the recipients of the VVIP and VIP accreditations and/or tickets described herein may use the seats corresponding to their accreditations and/or tickets. Not all recipients of accreditations shall require or receive a ticket, however, it is understood that the accreditations are not be used to take seats in addition to the allocated number of VVIP and VIP tickets. Furthermore, representatives of COMMERCIAL AFFILIATES and BROADCASTERS without an accreditation for such area, but with a ticket for such area, shall be entitled to enter;

- (ix) not to grant any accreditations to applicants who may reasonably be expected by the IAAF or DENTSU to use such accreditations for the purpose of gathering picture or sound information intended to infringe the RIGHTS or infringing upon or ambushing the rights granted to the COMMERCIAL AFFILIATES;
- (x) to make available to DENTSU and each COMMERCIAL AFFILIATE and BROADCASTER, free of charge, an agreed number of VVIP parking passes and VIP parking passes for the SITES, but no less than half of the number of VVIP tickets and VIP tickets received by such parties in accordance with this Agreement taking into consideration the available packing space at the SITES; and
- (xi) to use best efforts to ensure that the relevant seating areas described herein are large enough at each EVENT to enable the IAAF to fulfil its obligations to DENTSU in respect of tickets.

#### 10.2.4 Production of Official Printed Matter/Official Publications

- (i) to ensure that any tickets, accreditations, programmes, posters and other official printed matter (or electronic or digital versions thereof) and official publications are produced in compliance with the IAAF REGULATIONS, in particular that the logos of the COMMERCIAL AFFILIATES are displayed on the reverse side of the tickets (or, if an electronic ticket system is used for an EVENT, are displayed in a prominent manner in the ticket promotional material) and the front or reverse side of the accreditations to the EVENTS in accordance with the IAAF REGULATIONS. The specific layout of the aforementioned EVENT printed matter shall be subject to the approval of the parties; and
- (ii) to ensure that the OM obtains the IAAF's and DENTSU's prior written approval of all official printed matter (or electronic or digital versions thereof) and official publications in connection with the EVENT produced, commissioned or authorised by the OM and that the OM will not refer in any way in any such official printed

matter or official publications to any third party other than a COMMERCIAL AFFILIATE or any products and/or services of any third party other than the products and/or services of a COMMERCIAL AFFILIATE, unless specifically agreed between DENTSU and the OM.

#### 10.2.5 Hotels and Transportation

- (i) to make available to DENTSU and the COMMERCIAL AFFILIATES, on reasonable market terms, but not more than the average hotel rack rate for the preceding three years, hotel accommodation in the designated IAAF Hotel or any other comparable hotel chosen by DENTSU and reasonably agreed to by the IAAF for itself and/or the COMMERCIAL AFFILIATES, or other first-class hotels, in the venue cities of any of the EVENTS in the quantity reasonably requested by DENTSU. For the avoidance of doubt, the requirement relating to the average hotel rack rate for the preceding three years shall only apply in relation to EVENTS in respect of which no OM has been appointed as organiser as at the date of execution of this Agreement;
- (ii) to use best efforts that the relevant hotels do not impose any minimum occupancy period (block-bookings);
- (iii) to ensure that the relevant hotels do not charge corkage or pouring fees for products supplied by the COMMERCIAL AFFILIATES, including for any EVENT-related function held by DENTSU and/or the COMMERCIAL AFFILIATES and any other EVENT-related activities taking place in such hotel and do comply with the official hotel agreement conditions set out in the IAAF REGULATIONS;
- (iv) to make available to DENTSU and the COMMERCIAL AFFILIATES, on terms no less favourable than those offered to the IAAF, adequate transportation services in accordance with the applicable IAAF REGULATIONS (including dedicated cars) from the relevant hotels to the stadium, the centre of the venue cities of any of the EVENTS, the airports, main train stations and any EVENT-related social functions.

#### 10.2.6 Concession and Franchising

- (i) to make available to DENTSU and the COMMERCIAL AFFILIATES, free of charge, sufficient space at the SITES to enable them fully to exercise their Franchising, display, demonstration and selling rights at the SITES;
- (ii) to make available to DENTSU and COMMERCIAL AFFILIATES, free of charge, adequate storage facilities at the SITES appropriate

for the exercise of their Franchising, display, demonstration and selling rights at the SITES;

- (iii) to ensure the provision of utilities (such as electricity, water and the like), at cost price, to DENTSU and the COMMERCIAL AFFILIATES in order for them to be able to exercise their Franchising, display, demonstration and selling rights at the SITES;
- (iv) to require each of the stadium owners and the person in control of each SITE to insert in the contracts giving the IAAF and/or the OM control of the SITES, provisions providing that all Franchising, concession, display, demonstration and sale of products at the SITES shall be vested exclusively in DENTSU to the effect that DENTSU shall be able to enforce such provisions; and
- (v) to ensure that no merchandise of any description is offered at the SITES without DENTSU's prior written approval.

#### 10.2.7 Offices and Local Staff

- (i) to make available to DENTSU, free of charge, reasonable lockable office space for DENTSU's temporary EVENT offices in the OM's office established in each venue city of an EVENT and in the official hotels and the SITES, such offices to be appropriately equipped and furnished with the necessary storage, furniture, air-conditioning, power supply, telecommunications and computer connections;
- (ii) to make available to the COMMERCIAL AFFILIATES (free of charge for the WCA and at cost for the others EVENTS), a joint temporary EVENT office in the official hotel and/or at the SITES to be jointly used by the COMMERCIAL AFFILIATES, such offices to be appropriately furnished and be equipped with the necessary storage, furniture, air-conditioning, power supply, telecommunications and computer connections;
- (iii) to assist DENTSU with the recruitment of local staff to work for DENTSU in connection with an EVENT; and
- (iv) to provide DENTSU with the quantity of volunteers reasonably requested by DENTSU in respect of each EVENT, which shall be sourced through the OM.



#### 10.2.8 Hospitality and Social Functions

- (i) to ensure that DENTSU and the COMMERCIAL AFFILIATES are provided, free of charge, with sufficient and adequate space at the SITES to set up their hospitality programmes;
- (ii) to ensure that the COMMERCIAL AFFILIATES appointed by DENTSU are given the first choice of available hospitality opportunities at the SITES before any other parties, except for the IAAF and the OM for their own use, and that no third party competitive with a COMMERCIAL AFFILIATE will be offered any hospitality opportunities at the SITES which may reasonably be regarded as entailing a commercial or promotional association with an EVENT; and
- (iii) to ensure that a reasonable number of representatives from DENTSU and each of the COMMERCIAL AFFILIATES (and at least 8 for the WCA), are invited free of charge to any official functions, receptions and other events and occasions hosted by the IAAF and/or the OM in connection with an EVENT.

#### 10.2.9 Approvals and Importation

- (i) to ensure that the OM will provide the IAAF and DENTSU with, or assist the IAAF and DENTSU in obtaining, all approvals and authorisations (including customs and immigration clearances and work permits) necessary for the performance of their obligations and the exercise of their rights in connection with an EVENT;
- (ii) to ensure that the OM will assist the COMMERCIAL AFFILIATES in connection with the importation, exportation, transportation, installation and customs clearance of, the products and services to be provided to the IAAF, the OM and DENTSU by the COMMERCIAL AFFILIATES in connection with an EVENT; and
- (iii) to ensure that the OM will pay all taxes, duties or other governmental levies which are imposed by statute, directives or in any other binding legal form on the COMMERCIAL AFFILIATES in connection with the supply of products and/or services by such COMMERCIAL AFFILIATES in respect of an EVENT.

#### 10.2.10 Co-operation

- (i) to ensure that the management of the stadia to be used for an EVENT will fully co-operate with DENTSU in respect of the discharge of the obligations to be undertaken by the OM and the delivery and implementation of the rights granted to the COMMERCIAL AFFILIATES;
- (ii) to ensure that DENTSU will promptly and continually be informed of all relevant decisions with respect to an EVENT, and is provided free of charge with detailed maps of the SITES as soon as they are available;
- (iii) to provide DENTSU with a sufficient number of timely and complete meeting reports in connection with each EVENT;
- (iv) to use its best efforts that the OM fully co-operates and liaises with DENTSU in respect of the exploitation of the RIGHTS and not enter into any agreements adversely infringing upon, or in contravention of, the RIGHTS and promptly inform DENTSU of any inquiries received by the IAAF and/or the OM from any third party with respect to any of the RIGHTS; and
- (v) to ensure that the EVENTS will take place in their entirety as scheduled and numbered in Appendix C.

#### 10.2.11 WCA in Japan

- (i) to ensure that as a minimum, at least one WCA must be staged in Japan during the TERM (subject to a suitable host city candidate being proposed by the Japan Association of Athletics Federations);
- (ii) no WCA will take place in Japan before 2015, which is also acknowledged by DENTSU; and
- (iii) that in the event that a WCA takes place in Japan during the TERM, the IAAF will use its best efforts to provide DENTSU with tickets and other benefits in addition to those tickets and other benefits to which DENTSU is entitled to pursuant to this Agreement.

#### 10.2.12 Selection of WCA Host Cities

- (i) that the IAAF will ensure that, along with other selection criteria, strong emphasis will be placed on commercially attractive venues when awarding the WCA and the IAAF will take into account all of DENTSU's input and comprehensive involvement as part of the venue selection process; and

- (ii) that DENTSU shall be provided with the selection criteria for the awarding of EVENTS prior to such selection criteria being made available to bidding cities, so that DENTSU may have the opportunity to comment on such criteria.

#### 10.2.13 Athlete Undertakings

to secure from athletes participating at each EVENT and who receive prize-money an undertaking to make themselves available for free to the COMMERCIAL AFFILIATES for promotional activities at least twice during such EVENT or twelve months thereafter, at the cost of the COMMERCIAL AFFILIATE. Such right shall enable the COMMERCIAL AFFILIATES to utilise the name and image of such athletes in conjunction with the promotion of such appearances.

#### 10.2.14 Broadcast Undertakings

- (i) that any highlight tape or compilation of an EVENT shall be produced in co-operation with and under the supervision of DENTSU and the IAAF, but at no cost to DENTSU. Highlight tapes or compilations will be distributed by DENTSU to the BROADCASTERS and COMMERCIAL AFFILIATES, and by IAAF to the IAAF Family;
- (ii) that the HOST BROADCASTER shall consult and co-operate with the IAAF and DENTSU with respect to the production of the INTERNATIONAL SIGNAL and English language commentary (such as the camera positions, coverage techniques and the like);
- (iii) to provide DENTSU and the BROADCASTERS access to the INTERNATIONAL SIGNAL and English language commentary and Highlights Programmes at the EVENT SITE, at an International Broadcast Centre (“IBC”) or at an international gateway without any limitation and free of any access and technical fees, and at a time determined by the IAAF and DENTSU;
- (iv) to provide, at no cost to DENTSU, (a) all necessary technical and administrative facilities and services (which may include an IBC) and (b) a dedicated organisation (including account managers and liaison officers and to co-ordinate services between the HOST BROADCASTER, BROADCASTERS and other relevant organisations) working exclusively in the planning of the broadcast coverage of the EVENT;
- (v) to ensure BROADCASTERS are provided (at their cost – to be charged at a standard rate card rate) with suitably equipped commentary positions, space, power, lighting and equipment

necessary for them to supplement the INTERNATIONAL SIGNAL and English language commentary with a unilateral feed and to provide access to enable them to position their personnel and install their equipment;

- (vi) to provide DENTSU with a production suite free of charge with suitably equipped editing facilities and commentary position for its sole use;
- (vii) to ensure that all necessary wiring at the EVENT SITE between the HOST BROADCASTER's main production area and the equipment of the Official Computer, Official Timer and Official Replay COMMERCIAL AFFILIATES is provided free of charge; and
- (viii) to provide to DENTSU free of charge master tapes of the INTERNATIONAL SIGNAL and English language commentary and Highlights Programmes in the format and duration as requested by DENTSU.

## **11 REPRESENTATIONS AND WARRANTIES**

### **11.1 DENTSU represents and warrants that:**

- 11.1.1 it is a company duly organized and validly existing under the laws of Japan and has the full power and authority to enter into this Agreement at the date of its execution and to perform all of its obligations hereunder; and
- 11.1.2 this Agreement has been duly authorised by all necessary action on the part of the DENTSU and constitutes the legal, valid and binding obligations of the DENTSU, enforceable against DENTSU in accordance with the terms thereof.

### **11.2 The IAAF represents and warrants that:**

- 11.2.1 it is an unincorporated association duly organized and validly existing under the laws of Monaco and has the full power and authority to enter into this Agreement at the date of its execution and to perform all of its obligations hereunder;
- 11.2.2 this Agreement has been duly authorised by all necessary action on the part of the IAAF and constitutes the legal, valid and binding obligations of the IAAF, enforceable against the IAAF in accordance with the terms thereof;
- 11.2.3 it is the world governing body of the sport of athletics and is and will during the TERM remain to be the sole owner of any and all right, title and interest in and to the RIGHTS and has the sole right and authority to grant to DENTSU all of the RIGHTS in accordance with the terms hereof;

11.2.4 it has not entered into any mortgage, pledge, assignment, security interest or other agreement or arrangement with any third party in respect of the RIGHTS; and

11.2.5 all Archive and Data Material is fully cleared in perpetuity, for exploitation by DENTSU in accordance with this Agreement and DENTSU is entitled to license such materials in accordance with this Agreement.

## **12 COVENANTS AND UNDERTAKINGS**

### **12.1 Covenants of DENTSU**

DENTSU covenants and undertakes that, throughout the TERM, it shall:

12.1.1 give prompt notice to the IAAF of any matter that may result in the failure of DENTSU duly to perform its material obligations under this Agreement;

12.1.2 refrain from any action which may compromise or reflect unfavourably upon the good name, reputation and image of the IAAF;

12.1.3 liaise with the STEERING BOARD on all matters within its authority in accordance with Clause 9 and to comply with all decisions of the STEERING BOARD; and

12.1.4 provide the STEERING BOARD on a regular basis with status reports of the concluded contracts in connection with the exploitation of the RIGHTS and, copies of all such contracts, and reports of the AUDIO VISUAL TRANSMISSION exposure of the EVENTS, at DENTSU's cost.

### **12.2 Covenants of the IAAF**

The IAAF covenants and undertakes that, throughout the TERM, it shall:

12.2.1 give prompt notice to DENTSU of any matter that may result in the failure of the IAAF duly to perform its material obligations under this Agreement;

12.2.2 refrain from any actions which may foreseeably infringe upon, detract from, conflict with, or diminish the value of the RIGHTS and refrain from any action which may compromise or reflect unfavourably upon the good name, reputation and image of DENTSU;

12.2.3 liaise with the STEERING BOARD on all matters within its authority in accordance with Clause 9 and comply with all decisions of the STEERING BOARD;

- 12.2.4 remain the world governing body for the sport of athletics and not to make any alterations or allow alterations to be made to any of the IAAF REGULATIONS which foreseeably may adversely affect the commercial exploitation or the value of the RIGHTS or impair in any material respect DENTSU's ability to exploit any of such RIGHTS;
- 12.2.5 review in good faith and, where appropriate and in accordance with the required procedure, revise the IAAF REGULATIONS as suggested by the STEERING BOARD, in particular the IAAF Advertising Rules and Regulations and the IAAF Marketing Regulations, with respect to the EVENTS and the commercial exploitation of the RIGHTS, it being understood that any such revision shall remain subject to the approval of the IAAF Council;
- 12.2.6 use its best efforts to ensure the participation of the world top-ranking athletes and teams in, and their co-operation in promotional activities in connection with, the EVENTS, including the appearance at EVENT-related press conferences, the use of the athletes' images for any EVENT-related activities, personal appearances at official functions and functions by COMMERCIAL AFFILIATES and other athlete ambassador functions;
- 12.2.7 ensure that no OM will be entitled to exercise or exploit any of the RIGHTS, unless such RIGHTS are expressly released by DENTSU, and undertakes that such OM will act accordingly;
- 12.2.8 ensure that the EVENTS will remain throughout the TERM the prime world-wide series of athletic competitions organised and staged under the auspices and authority of the IAAF and will be of at least the same standard as those staged prior to the TERM;
- 12.2.9 use and ensure the use of the MARKS by all OMs of the EVENTS in a manner consistent with the strategy and guidelines determined by the STEERING BOARD;
- 12.2.10 conduct all aspects of its business activities, whether relating to this Agreement and the RIGHTS or outside of the scope of this Agreement, to the extent applicable, in compliance with the marketing, media and brand strategy determined by the STEERING BOARD and all applicable laws and regulations;
- 12.2.11 ensure that the OMs will secure and maintain comprehensive insurance, including liability insurance in relation to the EVENTS, sufficiently in advance and during the EVENTS in accordance with the provisions of the relevant agreement between the IAAF and the OM and the relevant IAAF Regulations; and

- 12.2.12 it will, or it will cause the OM to, provide financial assistance in respect of travel (full or part), board and accommodation to such IAAF Member Federations that otherwise would not be able to attend WCA or WIC.
- 12.3 The IAAF and DENTSU understand that the image and reputation of the IAAF, the sport of athletics, the World Athletic Series and the EVENTS are an essential part of the successful commercial exploitation of the RIGHTS. The IAAF undertakes, with the support of DENTSU, to maintain and strengthen such image and reputation of the IAAF, the sport of athletics, the IAAF World Athletic Series and the EVENTS so as to provide the optimum circumstances for the successful exploitation of the RIGHTS.
- 12.4 In the event that the IAAF is obliged pursuant to any laws, regulations or decrees to grant or otherwise release any of the RIGHTS to any third party, this Agreement shall remain valid to the fullest extent possible and the IAAF and DENTSU shall negotiate in good faith an appropriate reduction in the consideration payable by DENTSU to the IAAF in accordance with this Agreement. Such reduction shall be proportionate to the diminution of the value of the RIGHTS as a result thereof, in particular in relation to the comprehensive and exclusive nature of the RIGHTS.

### **13 TERM**

- 13.1 The term of this Agreement shall be deemed to commence with effect upon signature however the rights and obligations contained within it relating to the exercise of the RIGHTS commence on from 1 January 2010 and shall expire on 31 December 2019, unless previously terminated pursuant to the terms hereof.
- 13.2 The IAAF acknowledges that notwithstanding the expiry of the TERM on 31 December 2019 DENTSU shall, as an exception and with the prior written consent of the IAAF, be entitled to grant RIGHTS to third parties which expire after the conclusion of the TERM (“**the Sell-Off Period**”) and that all consideration received in respect of the Sell-Off Period shall be, unless provided otherwise herein, treated as CONTRACTING PARTY REVENUES. Furthermore, the IAAF acknowledges that in the event that a recipient of the RIGHTS wishes to obtain the RIGHTS beyond the Sell-Off Period, the IAAF shall execute such agreements as licensor of the RIGHTS in respect of such period beyond the Sell-Off Period.
- 13.3 DENTSU shall have the exclusive right to negotiate with the IAAF for a period of 90 days commencing on 1 January 2018 in respect of the renewal of this Agreement or the acquisition by DENTSU of rights the same as or similar to the RIGHTS, for a subsequent period to be agreed between the parties. If the IAAF and DENTSU fail to reach an agreement in principle by the end of such 90-day period, the IAAF will be free to contract with any third party in relation to the exploitation of such RIGHTS or similar rights, provided that DENTSU shall be given a further 14 days in which to match any offer of (or from IAAF to) a third party.

**14 TERMINATION**

14.1 Subject to the terms of this Agreement, either party may terminate this Agreement forthwith by written notice:

- (i) if the other party fails to comply with any of its material obligations under this Agreement and does not remedy such failure within 60 days from the date of written notice of such failure by the other party; or
- (ii) if the other party becomes bankrupt or insolvent, enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation), administration or any agreement or composition with its creditors or has a receiver, administrator or other similar officer appointed over all or a substantial part of its property and assets;
- (iii) if the IAAF BV AGREEMENT is terminated for any reason whatsoever.

14.2 In the event that any other major international athletics competition not authorised by, or staged under the auspices of the IAAF occurs and is in direct competition to the WCA during the TERM, and as a result the value of the RIGHTS granted to DENTSU pursuant to this Agreement is materially diminished, DENTSU and the IAAF shall negotiate in good faith an equitable reduction in the Guaranteed Minimum Payments. In the event that the IAAF and DENTSU fail to reach an agreement for the amount of such equitable reduction within 90 days, either party shall be entitled to request the dispute to be resolved by arbitration in accordance with Clause 17.10. The Arbitral Tribunal shall rule as to whether DENTSU shall have the right to terminate this Agreement as a result of such dispute.

14.3 Termination of this Agreement shall be without prejudice to any existing rights and/or claims that the terminating party may have against the other and shall not relieve such other party from fulfilling any obligations accrued prior to such termination.

14.4 Upon termination of this Agreement in accordance with Clause 14.1(i) above as a result of a breach by either party, all RIGHTS and opportunities granted to DENTSU hereunder shall revert to the IAAF.

14.5 In the event of any dispute in relation to the termination of this Agreement being referred to arbitration by either party in accordance with Clause 17.10, such termination shall only become effective upon a final decision by the arbitration panel.

**15 FORCE MAJEURE/INSURANCE/CANCELLATION/NEW EVENTS**

15.1 In the event that any event of FORCE MAJEURE:



- (i) prevents or substantially hinders the IAAF from performing this Agreement or DENTSU from exploiting the RIGHTS; or
- (ii) preventing or substantially hindering the exploitation of AUDIO VISUAL TRANSMISSIONS; or
- (iii) otherwise makes it impossible to carry out this Agreement; or
- (iv) if a substantial number of athletes or teams refuse to participate in an EVENT,

neither party shall be deemed in default under this Agreement and the IAAF and DENTSU shall negotiate in good faith an appropriate reduction and/or refund of the consideration payable or paid by DENTSU hereunder and other modifications, if necessary, to take into account the adverse effect of such event on the value of the RIGHTS based on the deemed commercial value of the EVENTS as set out in Appendix C.

Notwithstanding the foregoing, in the event that any of the EVENTS are cancelled for whatever reason (which may in any event only happen with the agreement of the parties) the parties agree that these shall in principle be replaced or substituted by an event of at least the same commercial value as the cancelled EVENT, and such replacement or substitute event shall become an EVENT and all revenues in respect of it shall be included as CONTRACTING PARTY REVENUES. In the event that a cancelled EVENT is not replaced or substituted by an event of at least the same commercial value, the IAAF and DENTSU shall negotiate in good faith an appropriate reduction and/or refund of the consideration payable or paid by DENTSU hereunder and other modifications, if necessary, to take into account the adverse effect of such event on the value of the RIGHTS based on the commercial value of the EVENTS as set out in Appendix C.

15.3 In the event any new athletics competition either:

- (i) sanctioned by the IAAF as a World Championships; or
- (ii) which is identical to or substantially similar to the World Athletics Final,

is selected and organised by the IAAF during the TERM, such new event shall become an EVENT and, unless such new competition is a replacement for a cancelled EVENT as described in Clause 15.2, DENTSU and the IAAF shall discuss in good faith in the STEERING BOARD the terms on which DENTSU may commercially exploit such new competitions in accordance with this Agreement. For the avoidance of doubt, all revenues derived from such new event (other than a replacement for a cancelled EVENT as described in Clause 15.2) shall be subject to a profit share to be agreed between the parties, and shall not be included as CONTRACTING PARTY REVENUES. Furthermore, there shall be no increase in the Guaranteed Minimum Payments (as defined in Clause 8.1) payable by DENTSU as a result of the inclusion of such new event.

- 15.4 In the event that any of the EVENTS are postponed, DENTSU shall be entitled to postpone a portion of the consideration due under this Agreement proportional to the deemed percentage value of that EVENT as set out in Appendix C corresponding to the period of any such postponement.
- 15.5 The IAAF shall secure and maintain at its own expense an insurance policy to cover to the extent reasonably possible the risk of damages which may be suffered by the IAAF and DENTSU from any such cancellation or postponement or substantial failure of the AUDIO VISUAL TRANSMISSIONS of any of the EVENTS to ensure that any amounts repayable by the IAAF under this Agreement can be fully refunded to DENTSU from such insurance, taking into consideration the deemed commercial value of the EVENTS as set out in Appendix C. DENTSU shall be named as additional insured under such insurance policy. The IAAF will provide DENTSU with a copy of such insurance policy.
- 15.6 The IAAF shall ensure that the EVENT OM's secure and maintain at its own expense an insurance policy from a well known and secure insurer to cover:
- (i) the risk of general and public liability or damages resulting from or arising out of the organisation and staging of such EVENT; and
  - (ii) any risks in respect of theft, loss or damages to the products supplied to the IAAF, the OM and DENTSU by the COMMERCIAL AFFILIATES.

## **16 ASSIGNMENT**

- 16.1 Except as specifically provided for in this Agreement, the IAAF and DENTSU shall not be entitled to assign, sub-license or otherwise transfer any of the rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 16.2 The IAAF may assign, sub-license or otherwise transfer any of its rights and obligations under this Agreement to any company fully controlled by the IAAF, provided that:
- (i) the IAAF shall cause such company to comply fully with all relevant terms and conditions of this Agreement;
  - (ii) such assignment, sub-license or other transfer does not materially negatively impact upon DENTSU; and/or
  - (iii) the IAAF shall remain jointly and severally liable for the performance of all obligations under this Agreement.
- 16.3 DENTSU may assign, sub-license or otherwise transfer any of its rights and obligations under this Agreement to Affiliates, provided that DENTSU shall cause

the Affiliates to comply fully with all relevant terms and conditions of this Agreement and shall remain jointly and severally liable for the performance of all obligations under this Agreement. For the purposes of this Clause, "Affiliates" shall mean any entity: (i) more than 50% of the equity interest in which is directly controlled by DENTSU, or the entities who control DENTSU; or (ii) which controls more than 50% of the equity interest of DENTSU.

## **17 MISCELLANEOUS**

- 17.1 **Relationship of the Parties:** This Agreement does not constitute either party the agent of the other or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. The parties are in all respects independent contractors.
- 17.2 **Waiver:** Any waiver by either party of a right arising out of a breach of this Agreement shall be in writing and will not operate as, or be construed to be, a waiver of any other right arising out of such breach of this Agreement. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver of, or deprive such party of the right to insist subsequently upon strict adherence to, that provision or any other provision of this Agreement.
- 17.3 **Integration and Severability:** This Agreement may not be altered, amended or modified except in writing signed by a duly authorised representative of the parties to this Agreement. In the event of an individual provision of this Agreement is declared void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected and this Agreement will remain in full force and effect in so far as its primary purpose is not frustrated. In such case, this Agreement shall be construed as if such unenforceable provision had not been contained therein and the parties will negotiate in good faith to replace such unenforceable provision by such enforceable provision as has effect nearest to that of the provision being replaced.
- 17.4 **Confidentiality:** The parties acknowledge that the content, in particular the financial details of, and any information disclosed pursuant to, this Agreement, are confidential and agree to do all things necessary to preserve such confidentiality, except to the extent that: (i) disclosure is required by law or court order; or (ii) the contents are, or the information is, in the public domain (other than in breach of this Clause 17); or (iii) disclosure is necessary within the IAAF or DENTSU as part of the ordinary reporting or review procedure or reasonably necessary for purposes of raising finances; or (iv) is required by any rules or regulations of any competent regulatory or supervisory authority by which either party is or wishes to become bound; or (v) disclosure is made to the IAAF's or DENTSU's professional advisers or consultants who have a legitimate need to know such contents or information and who agree to be bound by this Clause 17.4.

- 17.5 **Notices:** All notices to be given under this Agreement shall be given in writing to the following addresses, unless notification of a change of address is given in writing. Any notice will be sent by facsimile and confirmed the same day by registered mail and will be effective upon receipt of the facsimile.

**IAAF:** The International Association of Athletics Federations  
17 Rue Princesse Florestine  
MC 98000 Monaco  
Telefax: (+377) 93 15 95 15  
Attention: IAAF President

**DENTSU:** Dentsu Inc.  
1-8-1, Higashi-shimbashi  
Minato -ku  
Tokyo 105-7001  
Japan  
Telefax: (+81) 3 62175531  
Attention: International Sports Department  
General Manager

- 17.6 **Entire Agreement:** This Agreement is intended to be the sole and complete statement of the rights and obligations between the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements between the parties relating to such subject matter.
- 17.7 **Co-operation:** Subject to a separate agreement to be negotiated in good faith between DENTSU and AMS, DENTSU will continue to secure the services of Athletics Management & Services AG, Hertensteinstrasse 26, 6004 Lucerne, Switzerland ("AMS") and its key executives for the implementation of this Agreement. Notwithstanding the contract with AMS, DENTSU shall remain responsible for sales and all other obligations hereunder.
- 17.8 **Indemnity:** The IAAF shall defend, indemnify and hold harmless DENTSU and/or AMS from and against any and all liabilities, damages (including attorney's fees), claims, actions, costs and expenses, demands and proceedings whatever arising out of this Agreement.
- 17.9 **Governing Law:** This Agreement shall be governed by, and interpreted in accordance with the laws of the Principality of Monaco.
- 17.10 **Dispute Resolution:** Any disputes between the parties arising out of, or in connection with, this Agreement, including any disputes as to its conclusion, binding effect, invalidity, interpretation, amendment and termination, then:
- (i) it shall first be referred to and discussed and decided by the IAAF President and the DENTSU senior executive, or their designees at the highest

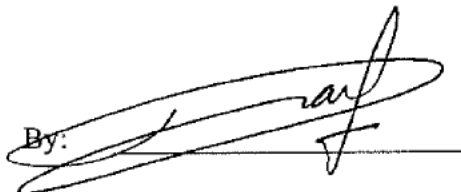
executive level of the parties, whose decision will be binding on both parties;

- (ii) if the IAAF President and the DENTSU senior executive are unable to reach a decision within 30 days, the parties agree to participate in mediation in accordance with the mediation procedures of the International Chamber of Commerce. The parties agree to share equally in the costs of the mediation;
- (iii) if the mediators are unable to reach a decision, such dispute shall be resolved, to the exclusion of the ordinary courts, by a three-person Arbitral Tribunal in accordance with the International Arbitration Rules of the International Chamber of Commerce as amended from time to time. The place of arbitration shall be Monaco and the arbitration proceedings shall be conducted in English or French, to be decided by the Arbitral Tribunal.

IN WITNESS whereof, the parties have executed this Agreement in two (2) copies by their duly authorised representatives on the day and year first written above.

**THE INTERNATIONAL ASSOCIATION  
OF ATHLETICS FEDERATIONS**

**DENTSU INC.**

By: 

Name: Lamine Diack

Title: IAAF President

By: 

Name: Soichi Akiyama

Title: Executive Officer



## 2. Profit Sharing

- 2.1 In addition to the Guaranteed Minimum Payments, Contracting Party Net Revenues shall be distributed between the IAAF and DENTSU as a profit share at the end of the TERM, on the basis of the following calculation. “**Contracting Party Net Revenues**” shall be calculated as follows:

CONTRACTING PARTY REVENUES: Subject to the terms of this Agreement, cash payments received by DENTSU from third parties other than the IAAF in respect of the exploitation of the RIGHTS.

### Plus

IAAF BV AGREEMENT CONTRACTING PARTY REVENUES Subject to the terms of the IAAF BV AGREEMENT, cash payments received by DENTSU from third parties other than the IAAF or the IAAF BV pursuant to the IAAF BV AGREEMENT.

### Less

Guaranteed Minimum Payments: Guaranteed Minimum Payment amounts paid by DENTSU to the IAAF in accordance with Paragraph 1 of this Appendix A

### Less

IAAF BV AGREEMENT Guaranteed Minimum Payments: Guaranteed Minimum Payment amounts paid by DENTSU to the IAAF BV pursuant to the IAAF BV AGREEMENT (as ‘Guaranteed Minimum Payment’ is defined therein).

### Less

Operational Expenses: As described in Paragraph 3 of this Appendix A

### Equals

Contracting Party Net Revenues

- 2.2 In the event that the Contracting Party Net Revenues are a positive amount, they shall be shared as profit between DENTSU and the IAAF as follows:

60 % to DENTSU and 40 % to the IAAF

DENTSU shall provide the IAAF with a yearly provisional calculation of the Contracting Party Net Revenues and the profit share to date. The calculation shall

be based on the reporting currency US Dollars unless otherwise decided by the STEERING BOARD. Any conversion of US Dollars to another currency shall be based on annual average exchange rates of such currency. Any profit share shall be due and payable by DENTSU to the IAAF no later than 90 days after the end of the TERM.

### **3. Operational Expenses**

- 3.1 Operational Expenses shall include all amounts incurred by DENTSU per year during the TERM in connection with complying with the terms of this Agreement and the IAAF BV AGREEMENT., including the following items: costs for personnel, infrastructure, office and administration, internal legal, creative and research services, costs for consulting on the development, registration and enforcement of the MARKS, EVENT marketing, sponsor recognition program, hospitality, EVENT operation, EVENT-related travels, EVENT PR & promotion, printed matters, external legal, creative and research services, annual audit, production of advertising boards and athletes' number bibs, withholding taxes, creation of INTERNATIONAL SIGNAL and English language commentary (if any).
- 3.2 For the avoidance of doubt it is agreed that the above operational expenses shall also include any costs that DENTSU incur in connection with the appointment and employment of AMS as service agent of DENTSU and IAAF for the TERM in relation to the exploitation of the RIGHTS under this Agreement.
- 3.3 It is understood that the operational expenses to be deducted as part of the profit sharing calculation under paragraph 2 above shall be limited to the total amount during the TERM of US\$43,700,000, and any expenses above this amount shall be borne entirely by DENTSU.
- 3.4 Upon request from the IAAF, DENTSU shall provide the IAAF with a report on such operational expenses.

### **4. Acquisition of EBU BROADCAST RIGHTS**

As described in Clause 4.6 above and subject to an agreement between the parties, DENTSU may have the right to acquire the EBU BROADCAST RIGHTS during the TERM, in which case a new Guaranteed Minimum Payment amount shall be agreed between the parties, but shall be a minimum of US\$380,000,000 (three hundred and eighty million United States dollars) (a minimum of US\$200,000,000 of which shall be payable in Euros to be calculated at the applicable rate on the due day of payment), and the maximum Operational Expenses shall not exceed a total of US\$ 65,000,000 in which case a new Guaranteed Minimum Payment amount shall be agreed between the parties, but shall be a minimum of US\$380,000,000 (three hundred and eighty million United States dollars) (a minimum of US\$200,000,000 of which shall be payable in Euros to be calculated at the



applicable rate on the due day of payment), and the maximum Operational Expenses shall not exceed a total of US\$ 65,000,000.

**APPENDIX B****EBU TERRITORY**

1. The EBU TERRITORY consists of the following states and territories:
  - (i) Albania, Algeria, Andorra, Armenia, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including Faroes, Greenland), Egypt, Estonia, Finland, France (including French Guiana, French Polynesia, Guadeloupe, La Réunion, Martinique, Mayotte, New Caledonia, St Pierre and Miquelon, Terres Australes Françaises, Wallis and Futuna), Germany, Georgia, Greece, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands (including Aruba, Netherlands Antilles (Bonaire, Curaçao, Saba, Sint Maarten, Sint Eustatius)), Norway (including Spitsbergen), Poland, Portugal (including The Azores, Madeira), Romania, Russia (including the territories of the former USSR not given separately on the present list), San Marino, Serbia, Slovakia, Slovenia, Spain (including the Canary Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom, Vatican, Yugoslavia (including the territories of former Yugoslavia not expressly included in the present list);
  - (ii) All other African territories not expressly referred to in this list.

**APPENDIX C****Commercial value of the EVENTS**  
**(Clause 15)**

The commercial value of each of the EVENTS shall be deemed to be the following percentage of the total value of the consideration payable by DENTSU under this Agreement:

• 5 WCA	86.00%
• 5 WIC	5.50%
• 10 IAAF World Athletics Finals	3.50%
• 5 IAAF World Junior Championships	0.75%
• 10 IAAF World Cross Country Championships	1.50%
• 3 IAAF World Cups	1.00%
• 5 IAAF World Youth Championships	0.75%
• 10 IAAF World Half Marathon Championships	0.75%
• 5 IAAF World Race Walking Cups	0.25%

Proportionate commercial values shall be reflected in the agreements with the Official IAAF Partners, unless requested otherwise by an Official IAAF Partner.

## APPENDIX D

### Registration and Enforcement of the MARKS (Clause 6.7)

#### **1. Registration of the MARKS**

- 1.1 The registration of the IAAF BRAND and other non-EVENT related MARKS shall be the responsibility of the IAAF. The registration of the EVENT MARKS shall be the responsibility of the relevant OM, pursuant to the IAAF REGULATIONS and the agreements between the IAAF and that OM. Notwithstanding the foregoing, DENTSU shall assist by managing the registration process of the IAAF BRAND and other non-EVENT related MARKS and will liaise with the relevant OMs in relation to the registrations of the EVENT MARKS. "Registrations" as used in this Agreement shall mean registration of the MARKS as trademarks and, where relevant, as registerable copyrights or other registerable intellectual property rights as described in Clause 9.5.4.
- 1.2 Any trade mark, copyright, domain name or other registration of intellectual property rights for the MARKS shall be made on behalf, and in the name, of the IAAF.
- 1.3 The IAAF acknowledges that DENTSU shall have the right to register itself and/or its sub-licensees, including the COMMERCIAL AFFILIATES, as licensees or registered users of the MARKS.
- 1.4 The IAAF shall inform DENTSU upon request of the status of any registrations of the MARKS.

#### **2. Enforcement of the MARKS**

- 2.1 The enforcement of the IAAF BRAND and other non-EVENT related MARKS shall be the responsibility of the IAAF. The enforcement of the EVENT MARKS shall be the responsibility of the relevant OM, pursuant to the IAAF REGULATIONS and the agreements between the IAAF and that OM. "Enforcement" or "enforce" as used in this Agreement shall mean (i) preventing unauthorised third parties from using the MARKS, whether by way of trademark law, copyright law, unfair competition or otherwise; (ii) undertaking oppositions against potentially conflicting trademark, copyright or other registerable intellectual property right applications of third parties; or (iii) defending actions by third parties against trademark, copyright or other registerable intellectual property right registrations of the MARKS.
- 2.2 Notwithstanding the foregoing, DENTSU shall assist with the enforcement of the MARKS by managing the enforcement process of the IAAF BRAND and other non-EVENT related MARKS and will liaise with the relevant OMs in relation to the enforcement of the EVENT MARKS

- 2.3 Any enforcement actions, whether taken by the IAAF or the OM of an EVENT (or by DENTSU on the IAAF's behalf and at the IAAF's request), shall be taken on behalf, and in the name, of the IAAF, unless the IAAF is not legally entitled to take such action in its own name, in which case (i) such action shall be taken in the name of the party taking the action and (ii) all costs and expenses which such party will incur or suffer in relation to or arising from such party's taking the actions shall be borne by IAAF
- 2.4 If DENTSU takes action on the IAAF's behalf and at the IAAF's request, the IAAF will provide DENTSU upon request, at the IAAF's own expense, with all assistance necessary for any enforcement actions, including providing DENTSU with appropriate powers of attorney or other necessary documents, certificates or authorisations and deposing or swearing any declarations or oaths that may be required in respect of any such action and with reasonable co-operation in respect of any actions controlling and preventing marketing activities which may infringe upon or ambush the rights granted to the COMMERCIAL AFFILIATES.
- 2.5 The IAAF shall take all enforcement action necessary to protect the RIGHTS granted to DENTSU, in particular taking into account the nature and extent of any infringement or unauthorised use, or trademark opposition or application, the revenue to be derived from the country and product in respect of which any infringement or unauthorised use or opposition or application relates and the protection of the rights granted by DENTSU to COMMERCIAL AFFILIATES. Notwithstanding the foregoing, the IAAF shall take all enforcement action reasonably requested by DENTSU.
- 2.6 Notwithstanding the other provisions of this Paragraph 2, the IAAF, as owner of the MARKS, and with the assistance of and in close co-ordination with DENTSU, shall take all appropriate action in the circumstances to secure ownership of the MARKS, in particular the IAAF BRAND, the terms "IAAF" and "World Championships in Athletics". In so doing, the IAAF shall ensure the cancellation of any conflicting rights or their assignment in its favour. The IAAF shall not settle or compromise any litigation without prior consultation with DENTSU in order to evaluate the consequences on the value of the RIGHTS and/or the IAAF BRAND. In determining what action is appropriate in such case, the IAAF will take into account the significance and importance of the MARKS, in particular with regard to the countries, products and agreements entered into by DENTSU which might be affected by the loss, invalidity or unenforceability of such rights to the MARKS.
- 2.7 In the event any MARKS are abandoned, or are declared invalid by a competent court or administrative authority, the IAAF and DENTSU will negotiate in good faith an appropriate adjustment of the consideration paid or to be paid by DENTSU for the RIGHTS to reflect the diminution in value of the RIGHTS as a result of such abandonment or invalidity.

### **3. Costs and Expenses/Liability**

All costs and expenses relating to the registration, protection and enforcement of the MARKS in accordance with this Appendix D, including any enforcement actions initiated by DENTSU and all counter-claim actions resulting therefrom, shall, unless indicated otherwise, be incurred by the IAAF and/or the OM. DENTSU's costs and expenses incurred in assisting the protection, registration and enforcement actions shall be borne by DENTSU, except the costs and expenses incurred by external experts or advisors, which shall be borne by the IAAF.

## NOVATION AGREEMENT

**THIS NOVATION AGREEMENT** is made effective as of 1 January 2014.

**BETWEEN:**

- (1) **IAAF BV** a corporation under Dutch law with registered office at Herikerbergweg 238, Luna ArenA, 1101 CM Amsterdam, The Netherlands ("**IAAF BV**"); and
- (2) **DENTSU INC.** a corporation under Japanese law of 1-8-1, Higashi-shimbashi, Minato-ku, Tokyo 105-7001, Japan ("**DENTSU**"); and
- (3) **INTERNATIONAL ASSOCIATION OF ATHLETICS FEDERATIONS** an association under the laws of the Principality of Monaco of 17 Rue Princesse Florestine, MC 98000, Monaco ("**IAAF**").

**WHEREAS:**

(A) In October 2008, the IAAF BV and DENTSU entered into an agreement pursuant to which the IAAF BV granted DENTSU all media rights in relation to certain IAAF events for the territory of Japan for the period 2010-2019 (as heretofore amended and supplemented, the "Agreement").

(B) IAAF BV now wishes to be released and discharged from the Agreement and the parties have agreed to the novation of the Agreement and to the substitution of the IAAF as a party to the Agreement in place of IAAF BV.

**IT IS AGREED**

**1. NOVATION**

In consideration of the mutual undertakings contained in this Novation Agreement, and deemed to be effective from 1 January 2014 (the **Effective Date**):

- (a) IAAF BV shall cease to be a party to the Agreement and IAAF shall become a party to it in place of IAAF BV;
- (b) IAAF undertakes to DENTSU to accept, observe, perform and discharge all the liabilities and obligations of IAAF BV under the Agreement (howsoever arising and whether arising on, before or after the Effective Date) in substitution for IAAF BV;
- (c) DENTSU agrees to the substitution of IAAF in place of IAAF BV and that IAAF may exercise and enjoy all the rights of IAAF BV arising under the Agreement (howsoever arising and whether arising on, before or after the Effective Date) in substitution for IAAF BV as if IAAF had at all times been a party to the Agreement; and

- (d) DENTSU hereby releases and discharges IAAF BV from all claims, demands, liabilities and obligations under the Agreement (howsoever arising and whether arising on, before or after the Effective Date) and accepts the liabilities and obligations to it of IAAF in place of IAAF BV.

**2. REPRESENTATIONS AND WARRANTIES**

IAAF hereby repeats each of the representations and warranties set out in Clause 7.2 (with respect to itself rather than IAAF BV (as applicable)) of the Agreement as of the Effective Date.

**3. CONSENT**

For the avoidance of doubt, DENTSU confirms that it hereby consents to the novation contemplated by this Novation Agreement in accordance with Clause 12.2 of the Agreement.

**4. FURTHER ASSURANCE**

Each of the parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Novation Agreement.

**5. GOVERNING LAW**

This Novation Agreement is to be governed by, and interpreted in accordance with, the laws of the Principality of Monaco. The parties agree that all disputes arising from or in connection with this Agreement, including disputes as to its conclusion, binding effect, invalidity, interpretation, amendment and termination, shall be referred to the exclusive jurisdiction of the courts of Monaco.



**EXECUTED** for the parties by the persons below, each duly authorised.

**INTERNATIONAL ASSOCIATION OF ATHLETICS FEDERATIONS B.V.**

Signature:

AT



Name: B. de Koe

Title: Managing Director

Date: 12 March 2015

**DENTSU INC.**

Signature:



Name:

Soichi Takahashi

Title:

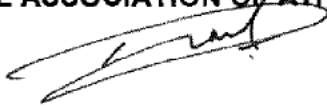
Director of Sports

Date:

7 May 2015

**INTERNATIONAL ASSOCIATION OF ATHLETICS FEDERATIONS**

Signature:



Name:

Title:

Date:

## AGREEMENT

This agreement ("**Agreement**") is entered into on the 6<sup>th</sup> day of August 2014 between:

between

**THE INTERNATIONAL ASSOCIATION  
OF ATHLETICS FEDERATIONS,  
17 Rue Princess Florestine,  
MC 98007, Monaco**

**("IAAF")**

and

**DENTSU INC.,  
1-8-1, Higashi-shimbashi,  
Minato-ku,  
Tokyo 105-7001, Japan**

**("DENTSU")**

### **WHEREAS**

- A. The parties acknowledge that the IAAF has granted to DENTSU rights in respect of the IAAF and its events in respect of the period 2010-2019 pursuant to an agreement that was signed on 30 September 2008 ("**IAAF-Dentsu Agreement**").
- B. The parties further acknowledge that the IAAF B.V. entered into an agreement dated 30 September 2008 with DENTSU for the grant of all media rights in relation to the EVENTS (as defined herein) for the territory of Japan for the period 2010-2019 ("**Japan TV Agreement**"). The parties acknowledge that the IAAF B.V. will soon be dissolved and upon such dissolution, the Japan TV Agreement shall be transferred, by operation of law, to the IAAF.

- C. This Agreement is intended to extend the IAAF-Dentsu Agreement and the Japan TV Agreement (together the “**Current Agreement**”) for the TERM (as defined herein), under the same terms and conditions save in respect of the financial terms, with respect to the EVENTS (as defined herein) and the IAAF.
- D. Notwithstanding the TERM of this Agreement, the Current Agreement together with this Agreement shall be a total of twenty (20) years in duration.
- E. All capitalised terms used in this Agreement shall have the same meaning as in the Current Agreement, unless specifically defined herein.

**NOW, IT IS HEREBY AGREED** as follows:

**1 GRANT OF RIGHTS**

- 1.1 Subject to the provisions of this Agreement, the IAAF hereby grants to DENTSU on an exclusive basis for the TERRITORY and for the period 1 January 2020 until 31 December 2029 (“**TERM**”) all RIGHTS (being the RIGHTS set forth in both the IAAF-Dentsu Agreement and the Japan TV Agreement) relating to the IAAF and all its events set out in Appendix A to this Agreement which take place during the TERM (“**EVENTS**”), whether known now or introduced later.
- 1.2 The RIGHTS described in Clause 1.1 shall be granted by the IAAF and assumed by DENTSU on the identical terms and conditions as contained in the Current Agreement, except (i) as described in this Agreement; and/or (ii) where such terms and conditions are applicable only to specific events which took place during the term of the Current Agreement or other circumstances specific to the term of the Current Agreement, and which are no longer relevant during the TERM of this Agreement.
- 1.3 Notwithstanding the provisions of Clause 1.2 above, the parties agree that within four (4) months of the date of execution of this Agreement, they shall discuss in good faith whether any amendments to the provisions of the Current Agreement are required for operational reasons and such amendments (if any) shall be documented in an addendum to

this Agreement. In the event that no agreement is reached or the four (4) month period has expired, the provisions of the Current Agreement, as amended by this Agreement, shall apply as at the date of signature of this Agreement.

## **2 FINANCIAL TERMS**

- 2.1 The parties acknowledge that, subject to the remainder of this Clause 2 and save for those provisions relating to the revised amount of the Guaranteed Minimum Payment and/or those provisions set out below, all other financial terms shall remain the same as set out in the Current Agreement.
- 2.2 In consideration for the grant of RIGHTS as described herein, DENTSU guarantees to pay the IAAF an amount of two hundred and twenty million United States dollars (US\$ 220,000,000) ("Guaranteed Minimum Payments"), on the condition that all anticipated EVENTS take place during the TERM and that the RIGHTS and obligations remain as under the Current Agreement (except as otherwise provided for in this Agreement), such Guaranteed Minimum Payments to be received as twenty-two million United States dollars (US\$ 22,000,000) per Contract Year, in four (4) equal instalments on March 30, June 30, September 30 and December 22, commencing on 30 March 2020.
- 2.3 In addition to the Guaranteed Minimum Payments, Contracting Party Net Revenues shall be distributed between the IAAF and DENTSU as a profit share at the end of the TERM, on the basis of the following calculation:

### **CONTRACTING PARTY REVENUES**

Less

Guaranteed Minimum Payments

Less

Operational Expenses

Equals

Contracting Party Net Revenues

The Contracting Party Net Revenues shall be shared between the IAAF and DENTSU on the same basis as described in the Current Agreement, and shall be apportioned as follows:

60% to DENTSU and 40% to the IAAF

The Operational Expenses (as described in Paragraph 3 of Appendix A of the IAAF-Dentsu Agreement) shall be limited to the total amount during the TERM of sixty five million United States dollars (US\$ 65,000,000).

- 2.4 The parties acknowledge and agree that the value of the media rights in the territory of Japan for the TERM is seventy million United States dollars (US\$ 70,000,000). Furthermore, the IAAF acknowledges that under the terms of the Current Agreement, it undertakes to DENTSU to ensure that, as a minimum, at least one (1) WCA must be staged in Japan during the term of the Current Agreement (subject to a suitable host city candidate being proposed by the Japan Association of Athletics Federations). The parties have further agreed that in the event that no WCA takes place in Japan during the TERM, the Guaranteed Minimum Payment described in Clause 2.1 above shall be reduced by ten million United States dollars (US\$10,000,000), such reduction related to the value of the media rights in the territory of Japan in such circumstances according to a schedule to be agreed between the parties.
- 2.5 It is further acknowledged and agreed that DENTSU has made a payment to the IAAF of three million United States dollars (US\$3,000,000) and will make a further payment of twelve million United States dollars (US\$12,000,000) prior to the end of August 2014. This total amount of fifteen million United States dollars (US\$15,000,000) shall constitute an advance of the IAAF's share of the accumulated Contracting Party Net Revenue due under the terms of the Current Agreement. For the avoidance of doubt, the final distribution of the IAAF's share shall be made after the end of the term of the Current Agreement, being 31 December 2019.
- 2.6 Notwithstanding the provisions of Clause 2.5 above, if there shall be sufficient Contracting Party Net Revenues at the end of the TERM, DENTSU agrees that it shall make an advanced payment of the IAAF's share of the accumulated Contracting Party Net Revenues due in accordance with the terms of Clause 2.3 of this Agreement. Such advance payment shall be payable no earlier than 31 December 2024. For the avoidance of doubt,

the amount of such advance payment shall be based on revenues which will have been actually received at the point such advance payment is made.

- 2.7 Further notwithstanding anything contained herein, the parties agree that all cash revenues received by DENTSU from COMMERCIAL AFFILIATES in respect of the Continental Programme shall not be deemed to be Contracting Party Revenues, but shall instead be wholly retained by the IAAF.

### **3 RENEWAL RIGHT**

- 3.1 DENTSU shall have the exclusive right to negotiate with the IAAF for a period of ninety (90) days commencing on 1 January 2027 in respect of the renewal of this Agreement or the acquisition by DENTSU of rights the same as or similar to the RIGHTS, for a subsequent period to be agreed between the parties. If the IAAF and DENTSU fail to reach an agreement in principle by the end of such ninety (90)-day period, the IAAF will be free to contract with any third party in relation to the exploitation of such RIGHTS or similar rights, provided that DENTSU shall be given a further fourteen (14) days in which to match any offer of (or from IAAF to) a third party.

### **4 MISCELLANEOUS**

- 4.1 This Agreement is subject to DENTSU board approval.
- 4.2 The terms of this Agreement shall be treated as strictly confidential.
- 4.3 Unless otherwise specifically provided herein, all the terms and conditions in the Current Agreement shall remain in effect for the TERM.
- 4.4 Any waiver by either party of a right arising out of a breach of this Agreement shall be in writing and will not operate as, or be construed to be, a waiver of any other right arising out of such breach of this Agreement. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver of, or deprive such party of the right to insist subsequently upon strict adherence to, that provision or any other provision of this Agreement.

4.5 This Agreement may not be altered, amended or modified except in writing signed by a duly authorised representative of the parties of this Agreement. In the event of an individual provision of this Agreement being void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected and this Agreement will remain in full force and effect in so far as its primary purpose is not frustrated. In such case, this Agreement shall be construed as if such unenforceable provision had not been contained therein and the parties will negotiate in good faith to replace such unenforceable provision by such enforceable provision as has effect nearest to that of the provision being replaced.

4.6 This Agreement shall be governed by, and interpreted in accordance with the laws of the Principality of Monaco. Any disputes between the parties arising out of, or in connection with, this Agreement, including any disputes as to its conclusion, binding effect, invalidity, interpretation, amendment and termination, shall be resolved, to the exclusion of the ordinary courts, by a three-person Arbitral Tribunal in accordance with the International Arbitration Rules of the International Chamber of Commerce as amended from time to time. The place of arbitration shall be the Principality of Monaco and the arbitration proceedings shall be conducted in English or French, to be decided by the Arbitral Tribunal

**IN WITNESS** whereof, the parties have executed this Agreement in two (2) copies by their duly authorised representatives on the day and year first written above.

**THE INTERNATIONAL  
ASSOCIATION OF  
ATHLETICS FEDERATIONS**

By: 

Name: Lamine Diack

Title: President

**DENTSU INC.**

By: 

Name: Kiyoshi Nakamura

Title: Executive Officer

## APPENDIX A

### **2020**

IAAF World Indoor Championships	tbd	tbd (March)
IAAF World Half Marathon Championships	tbd	tbd (March)
IAAF Race Walking Cup	tbd	tbd (May)
IAAF World Junior Championships	tbd	tbd (July)

### **2021**

IAAF World Cross Country Championships	tbd	tbd (March)
IAAF World Youth Championships	tbd	tbd (July)
IAAF World Championships	tbd	tbd (August)

### **2022**

IAAF World Indoor Championships	tbd	tbd (March)
IAAF World Half Marathon Championships	tbd	tbd (March)
IAAF Race Walking Cup	tbd	tbd (May)
IAAF World Junior Championships	tbd	tbd (July)
IAAF Continental Cup	tbd	tbd (September)

### **2023**

IAAF World Cross Country Championships	tbd	tbd (March)
IAAF World Youth Championships	tbd	tbd (July)
IAAF World Championships	tbd	tbd (August)

### **2024**

IAAF World Indoor Championships	tbd	tbd (March)
IAAF World Half Marathon Championships	tbd	tbd (March)
IAAF Race Walking Cup	tbd	tbd (May)
IAAF World Junior Championships	tbd	tbd (July)

### **2025**

IAAF World Cross Country Championships	tbd	tbd (March)
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IAAF World Youth Championships	tbd	tbd (July)
IAAF World Championships	tbd	tbd (August)
<b>2026</b>		
IAAF World Indoor Championships	tbd	tbd (March)
IAAF World Half Marathon Championships	tbd	tbd (March)
IAAF Race Walking Cup	tbd	tbd (May)
IAAF World Junior Championships	tbd	tbd (July)
IAAF Continental Cup	tbd	tbd (September)
<b>2027</b>		
IAAF World Cross Country Championships	tbd	tbd (March)
IAAF World Youth Championships	tbd	tbd (July)
IAAF World Championships	tbd	tbd (August)
<b>2028</b>		
IAAF World Indoor Championships	tbd	tbd (March)
IAAF World Half Marathon Championships	tbd	tbd (March)
IAAF Race Walking Cup	tbd	tbd (May)
IAAF World Junior Championships	tbd	tbd (July)
<b>2029</b>		
IAAF World Cross Country Championships	tbd	tbd (March)
IAAF World Youth Championships	tbd	tbd (July)
IAAF World Championships	tbd	tbd (August)

tbd = to be determined

tbd (Month) = Anticipated Month the Event will take place

If the IAAF World Relays take place during any year of the TERM, the parties agree that such event shall be considered to be an EVENT for the purposes of this Agreement.

## AMENDMENT AGREEMENT

This agreement ("**Agreement**") is entered into on the *27<sup>th</sup>* day of *August* 2015 between:

between

**THE INTERNATIONAL ASSOCIATION  
OF ATHLETICS FEDERATIONS,**  
17 Rue Princess Florestine,  
MC 98007, Monaco

("IAAF")

and

**DENTSU INC.,**  
1-8-1, Higashi-shimbashi,  
Minato-ku,  
Tokyo 105-7001, Japan

("DENTSU")

### **WHEREAS**

- A. The parties acknowledge that the IAAF had previously granted to DENTSU rights relating to the IAAF and its events for the period 2010-2019 pursuant to an agreement dated 30 September 2008, which agreement was then extended for the period 2020-2029 by virtue of a further agreement dated 6 August 2014 (collectively referred to as the "**IAAF-Dentsu Agreement**").
- B. The parties now wish to clarify certain operational points of the IAAF-Dentsu Agreement. Subject to the remainder of this Amendment Agreement, all of the terms and conditions of the IAAF-Dentsu Agreement remain unaffected and shall remain in full force and effect.

**NOW, IT IS HEREBY AGREED** as follows:

## **1 OPERATIONAL AMENDMENTS**

1.1 The parties agree that the IAAF-Dentsu Agreement shall be amended as follows:

1.1.1 Clause 1.1 shall be amended so that the specified definitions shall be deleted and replaced with the following:

(a) "EBU EVENTS" means the EVENTS taking place during the TERM.

(b) "EVENTS" means the IAAF owned and/or controlled international athletics competitions sanctioned by the IAAF as World Championships, including the opening and closing ceremonies, banquets, functions and other activities (including cultural, educational, environmental programmes and any mass races) relating thereto, forming part of the IAAF World Athletics Series, consisting of the international athletics competitions as they are at the date of execution of this Agreement set out below:

- IAAF World Championships
- IAAF World Indoor Championships
- IAAF World Youth Championships
- IAAF World Junior Championships
- IAAF Continental Cup
- IAAF World Half Marathon Championships
- IAAF World Cross Country Championships
- IAAF World Race Walking Team Championships
- IAAF World Relays

1.1.2 Clause 2.3 shall be amended so that the penultimate sentence of the first paragraph shall read:

"For the avoidance of doubt, the IAAF has the right to produce the IAAF Publications, and has full editorial, sales and distribution control over the IAAF Publications."

1.1.3 Clause 4.6 shall be deleted and replaced with the following:

"The IAAF will enter into good faith negotiations with the EBU in respect of grant by the IAAF to the EBU of the EBU BROADCAST RIGHTS for the time period 2020 to 2029. In the event that the IAAF and the EBU do not conclude a binding

agreement relating to the EBU BROADCAST RIGHTS, DENTSU shall have an exclusive right to negotiate with the IAAF, for a period of thirty (30) days commencing on the date of receipt by DENTSU of the notice from the IAAF that the IAAF and the EBU have failed to conclude a deal as aforesaid, for such EBU BROADCAST RIGHTS for the EBU TERRITORY described in Paragraph 1(i) of Appendix B, on terms to be mutually agreed upon between the parties, but the financial terms of which shall be as described in Paragraph 4 of Appendix A. If the IAAF and DENTSU fail to reach an agreement in principle by the end of such thirty (30) day period, the IAAF will be free to contract with any third party in relation to the exploitation of such EBU BROADCAST RIGHTS. In the event that the EBU BROADCAST RIGHTS are not granted for the entire TERM, the above provisions shall apply in respect of any new negotiations conducted by the IAAF in respect of the EBU BROADCAST RIGHTS, and DENTSU's exclusive right to negotiate shall commence no later than eight (8) months prior to the commencement of the new term."

1.1.4 Clause 10.2.14(i) shall be amended so that the first sentence shall read:

"that any highlight tape or compilation of an EVENT shall be produced in co-operation with and under the supervision of the IAAF."

1.1.5 Clause 10.2.14(vi) shall be deleted and replaced with the following:

"to provide DENTSU with a commentary position for its sole use;"

1.1.6 Clause 12.2.12 shall be deleted and left intentionally blank; and

1.1.7 Paragraph 4 of Appendix A shall be deleted and replaced with the following:

"As described in Clause 4.6 above and subject to an agreement between the parties, DENTSU may have the right to acquire the EBU BROADCAST RIGHTS during the TERM, in which case a new Guaranteed Minimum Payment amount shall be agreed between the parties, but shall be a minimum of four hundred and twenty million United States dollars (US\$420,000,000) (a minimum of two hundred million United States dollars (US\$ 200,000,000) of which shall be payable in Euros to be calculated at the applicable rate on the due day of payment), and the maximum Operational Expenses shall not exceed a total of eighty-six million three hundred thousand United States dollars (US\$ 86,300,000).

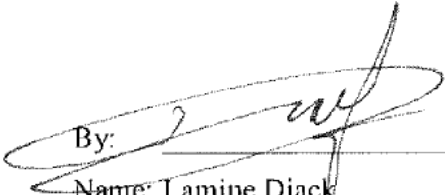
## **2 MISCELLANEOUS**

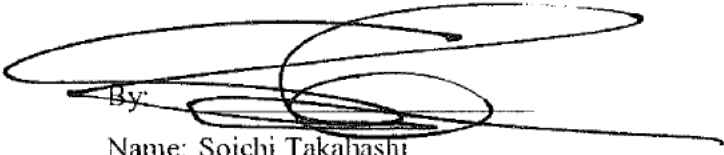
- 2.1 The terms of this Agreement shall be treated as strictly confidential.
- 2.2 Unless otherwise specifically provided herein, all the terms and conditions in the IAAF-Dentsu Agreement shall remain in effect for the TERM.
- 2.3 Any waiver by either party of a right arising out of a breach of this Agreement shall be in writing and will not operate as, or be construed to be, a waiver of any other right arising out of such breach of this Agreement. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver of, or deprive such party of the right to insist subsequently upon strict adherence to, that provision or any other provision of this Agreement.
- 2.4 This Agreement may not be altered, amended or modified except in writing signed by a duly authorised representative of the parties of this Agreement. In the event of an individual provision of this Agreement being void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected and this Agreement will remain in full force and effect in so far as its primary purpose is not frustrated. In such case, this Agreement shall be construed as if such unenforceable provision had not been contained therein and the parties will negotiate in good faith to replace such unenforceable provision by such enforceable provision as has effect nearest to that of the provision being replaced.
- 2.5 This Agreement shall be governed by, and interpreted in accordance with the laws of the Principality of Monaco. Any disputes between the parties arising out of, or in connection with, this Agreement, including any disputes as to its conclusion, binding effect, invalidity, interpretation, amendment and termination, shall be resolved, to the exclusion of the ordinary courts, by a three-person Arbitral Tribunal in accordance with the International Arbitration Rules of the International Chamber of Commerce as amended from time to time. The place of arbitration shall be the Principality of Monaco and the arbitration proceedings shall be conducted in English or French, to be decided by the Arbitral Tribunal.

IN WITNESS whereof, the parties have executed this Agreement in two (2) copies by their duly authorised representatives on the day and year first written above.

**THE INTERNATIONAL  
ASSOCIATION OF  
ATHLETICS FEDERATIONS**

**DENTSU INC.**

By:   
Name: Lamine Diack  
Title: President

By:   
Name: Soichi Takahashi  
Title: Director