

**LBO BETTING LICENCE
UK & EIRE
SEASON 2019/20**



DATE OF AGREEMENT / / 2019

SECTION 1 - PARTIES

- (1) **FOOTBALL DATACO LIMITED** (Company Number 4210887) whose registered office is at 30 Gloucester Place, London W1U 8PL ("**DataCo**")
- (2) ***Please complete your details in CAPITALS***
 Name of Company:
 Registered Office:
 Company Number:
 ("**Licensee**")

SECTION 2 - SPECIAL CONDITIONS OF CONTRACT

1. Applicable League(s) Please select the League(s) whose Licensed Content you will use and/or Reproduce.	The Premier League	
	The English Football League	
	The Scottish Professional Football League	
2. Total Number of LBOs Please state the total number of LBOs owned/controlled by the Licensee and trading as at the date of signature.		

The Parties confirm that they have read and agree to the content of Sections 1, 2, 3 and the attached Schedules and General Conditions (together the " Agreement ")	
Signed by a duly authorised signatory for and on behalf of	Signed by a duly authorised signatory for and on behalf of
Football DataCo Limited	Company:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SECTION 3 - GENERAL CONDITIONS OF CONTRACT

INTRODUCTION

- A. DataCo has the right to grant third parties the right to use and Reproduce the Licensed Content.
- B. The Licensee wishes to Reproduce the Licensed Content for the purpose of inviting, accepting and settling Football Bets via LBOs and for use in its own advertising and promotional materials.
- C. DataCo has agreed to grant a licence to the Licensee on the terms set out below.

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement ("**Agreement**") the following words shall have the following meanings:

Applicable League(s) means the League(s) selected by the Licensee on page 1.

Change of Control means where "control" (as defined in s.840 of the Income and Corporation Taxes Act 1988 as amended) of a party is acquired by a single person (or a number of persons acting in concert) other than the person or persons who control that party at the date of this Agreement.

Club(s) means the football clubs that are members of the Applicable League(s).

Commencement Date means the date that this Agreement is executed by the Parties.

Competition(s) means the football league and cup competitions listed under the name of the Applicable League(s) in Schedule 3.

Competition Logo(s) means a representation of the logo used by the Applicable League(s) in connection with the applicable Competition(s) or such other logo as may replace it from time to time. The Competition Logo(s) used as at the date of this Agreement can be supplied upon request.

Competition Name(s) means the official sponsored names from time to time of the applicable Competition(s). The Competition Names(s) used as at the date of this Agreement can be supplied upon request.

Customer means any person or entity that places a Football Bet.

Data means all text, information, data and/or statistics collected or collated by or on behalf of DataCo relating to Matches, any occurrence during the Matches and the actions of any participants in the Matches including, without limitation, live match scores and results.

Event of Insolvency means that the Licensee becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123 of the

Insolvency Act 1986; or a winding-up petition is presented in respect of the Licensee; or the Licensee enters into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation); or a provisional liquidator is appointed in respect of the Licensee; or notice of intention to appoint an administrator is filed at Court or an application for an administration order is issued by the Court in respect of the Licensee; or an administrator, administrative receiver, receiver or manager is appointed in respect of the whole or any part of the Licensee's assets; or the Licensee proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or any other steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the Licensee; or the Licensee is subject to an event analogous to any of the above in any other jurisdiction.

Expiry Date means the date of expiry of this Agreement being the last Match of the 2019/20 Season.

Fixture List means the lists of Matches played or to be played in each Competition during the Season. A reference to the Fixture List includes any part of them and any alterations or additions made to them by the Applicable League(s) during the Term.

Football Betting Coupons means the printed paper coupon used to record Football Bets made, in a form substantially similar to that agreed in advance by DataCo.

Football Bets means any betting in respect of Matches or otherwise in relation to the Licensed Content and includes, by way of example and not limitation, any fixed odds betting, pool betting, pari mutuel betting and Asian handicap betting. **"Football Betting"** shall be construed accordingly.

Group Company means (i) any company which is a subsidiary company of the Licensee or the ultimate holding company of the Licensee from time to time; and (ii) any company in which any such holding or subsidiary company holds 50% or more of the equity share capital. The terms "subsidiary" and "holding company" have the meanings given to them in s.1159 of the Companies Act 2006.

Intellectual Property Rights means any patents, rights to inventions, copyright and related rights, trademarks, trade names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world.

LBO or Licensed Betting Office means a physical "bricks and mortar" licensed betting office or retail outlet for betting located in the UK or Eire. The LBOs that are owned/controlled by the Licensee and trading as at the Commencement Date are set out in the LBO List.

LBO Fee means the payments to be paid by the Licensee to DataCo in respect of Reproduction and use of the Licensed Content in the LBOs owned/controlled by the

Licensee and trading as at the Commencement Date, calculated in accordance with the provisions of Schedule 2.

LBO List means the list of LBOs that are owned/controlled by the Licensee and trading as at the Commencement Date as set out in Schedule 1.

Licensed Content means the Data and, outside of the EU member states only, the Fixture List.

Licensee means the entity listed in Section 1 together with any of its Group Companies.

Logo means any trade mark, badge, insignia or logo owned or used by DataCo, a League, a Club, or any football authority but excluding the Competition Name(s) and Competition Logo(s).

Match means a professional football match played in one of the Competitions.

Refund means the pro-rata refund of the LBO Fee in respect of each Removed LBO as described in clause 4.3.

Reproduce means to copy, issue copies to the public, communicate to the public, extract or re-utilise. **Reproduction** shall be construed accordingly.

Season means the Matches scheduled to be played during each Season of the Competitions organised by the Applicable League(s) during the Term commencing with the first scheduled Match and ending with the last scheduled Match but including any extension of that season arranged by the Applicable League to accommodate postponed or re-arranged Matches.

Term has the meaning set out in clause 8.1.

Third Party means any entity other than the Licensee and any Group Company

Unauthorised Match Streaming means any communication to the public, transmission or other use of audio, visual and/or audio-visual coverage of any Match (whether live or by near live streaming, streaming or downloading of recorded content, or otherwise) other than pursuant to and in accordance with a licence granted by the Applicable League(s).

1.2 In addition, in this Agreement:

- (a) the schedules to this Agreement form part of the Agreement and any reference to the Agreement includes them;
- (b) words in the singular include the plural and vice versa and words of any gender include every other gender and references to legal persons shall include natural persons and vice versa; and
- (c) Clause and Schedule headings are inserted for convenience only and shall not form part of the interpretation of this Agreement.

2 GRANT OF RIGHTS

- 2.1 In consideration of the LBO Fee, and subject to and conditional upon the performance and observance by the Licensee of all the obligations, warranties and undertakings of the Licensee contained in this Agreement, DataCo grants to the Licensee a non-exclusive licence during the Term to:
- (a) use and Reproduce the Licensed Content for the purpose of offering, accepting and settling Football Bets made by members of the public attending LBOs owned/controlled by the Licensee;
 - (b) supply printed paper Football Betting Coupons to members of the public attending LBOs owned/controlled by the Licensee; and
 - (c) subject to clause 6.1(a) and (b) the right to Reproduce the Licensed Content in the Licensee's own advertisements and promotional materials (related to Football Bets offered by the Licensee to members of the public attending the LBOs owned/controlled by the Licensee) in any media.
- 2.2 For the avoidance of doubt no licence is required to Reproduce the Fixture List within EU member states, nor to authorise another party to undertake such acts. The parties acknowledge and agree that no licence, obligations or restrictions contained in this Agreement shall apply to any Reproduction of the Fixture Lists within EU member states.
- 2.3 All rights not expressly granted to the Licensee are hereby reserved to DataCo and/or the Applicable League(s).

3 SUPPLY OF LICENSED CONTENT

- 3.1 DataCo recommends that the Licensee should obtain a supply of the Licensed Content from a supplier which has the appropriate permissions from DataCo and/or the Applicable League(s) to supply the Licensed Content to third parties.
- 3.2 DataCo and the Leagues shall not be liable for any errors or omissions in the Licensed Content.

4 FINANCIAL PROVISIONS

- 4.1 The Licensee shall:
- (a) complete Schedule 1 and 2; and
 - (b) pay the LBO Fees to DataCo by no later than 30 days following the Commencement Date.
- 4.2 The Licensee warrants and represents to DataCo that the information provided by it in Schedule 1 and 2 is true and accurate.
- 4.3 If during the Term, the total number of LBOs as set out in the LBO List decreases **THEN PROVIDED THAT** the Licensee notifies DataCo in writing within one (1) month

of the relevant LBO ceasing trading or ceasing to be owned/controlled by the Licensee (a "**Removed LBO**"), the Licensee shall be entitled to a pro-rata refund of any LBO Fee paid in respect of such Removed LBO. The refund shall be calculated on the following basis:

10% of the LBO Fee paid in respect of the Removed LBO x Number of complete months (during the period August 2019 - May 2020 (inclusive)) that the Removed LBO had ceased trading or ceased being owned/controlled by the Licensee.

By way of illustration only:

If one (1) LBO (which utilised only Scottish Professional Football League Licensed Content and paid the LBO Fee of £72) ceased trading or ceased being owned/controlled by the Licensee on February 20th (and the Licensee notified DataCo in writing on or before March 20th) then the Licensee would be entitled to a refund of £21.60 being three complete months (March, April & May) or 30% of the applicable LBO Fee in respect of that Removed LBO.

- 4.4 Unless otherwise agreed in writing by the parties any Refund due to the Licensee shall be applied as a credit against LBO Fees due to DataCo from the Licensee in future Season(s).
- 4.5 In the event that any sums due under this Agreement are not paid within 7 (seven) days of the due date then without prejudice to DataCo's other rights and remedies such sums shall bear interest from day to day at the annual rate of 5% above the base rate from time to time of Barclays Bank PLC from the date such payment is due up to and including the date the payment is received, both before and after judgment.
- 4.6 All payments shall be made in the relevant currency, which shall be UK Pounds Sterling unless otherwise stated.
- 4.7 Unless expressly stated otherwise, all amounts set out in this Agreement are exclusive of VAT, which shall be paid as required by law.
- 4.8 Save as set out in clause 4.3 and clause 8.4, once paid the LBO Fee shall be non-refundable in any event.

5 AUDIT

- 5.1 Upon reasonable notice, the Licensee shall promptly provide to DataCo documentary evidence relating to the type of betting on UK Football transacted by its LBOs during a specific period as reasonably necessary to allow DataCo to verify the accuracy of the information provided by the Licensee in this Agreement regarding its LBOs. Any such information provided shall be considered confidential information and shall have the protection granted to it under clause 9 of this Agreement.

6 LICENSEE'S RIGHTS AND OBLIGATIONS

- 6.1 The Licensee shall:

- (a) ensure that its operations and all items containing the Licensed Content comply with all relevant applicable laws and regulations;
- (b) ensure that its operations and all items containing the Licensed Content shall not contain (in the opinion of DataCo acting reasonably) any statement, comment or other material (including, without limitation any advertising material) that: (a) incorporates pornographic material; (b) uses foul language or blasphemy, is libellous, offensive, obscene or otherwise unlawful; (c) includes any Unauthorised Match Streaming or advertises or promotes (including, without limitation via the inclusion of hyperlink(s)) Unauthorised Match Streaming content on another website, publication or other service or product; (d) claims or suggests any endorsement, authorisation or approval by DataCo, any Club, any football league or federation or football player where no such endorsement exists; and/or (e) is of a type which shall or may damage the goodwill or business of DataCo and/or the Applicable League(s) and/or any Club, their employees or commercial partners. The Licensee acknowledges and agree that it shall remove any such statement, comment or other material (including, without limitation any third party advertising material) as soon as reasonably practicable following written notice from DataCo to do so;
- (c) ensure that every Reproduction of the Fixture List (in non-EU member states only) reproduces (in a reasonably proximate position) the applicable Competition Logo(s);
- (d) not Reproduce any photographs from Matches (or any other material owned or controlled by the Applicable League(s)) unless it has obtained the appropriate consents to do so;
- (e) not (except as authorised by this Agreement) assign, sub-licence, onward supply or otherwise make the Licensed Content available to any Third Party. For the avoidance of doubt and by way of example and not limitation, the Licensee shall not offer the Licensed Content for resale or wholesale supply; and
- (f) indemnify and keep indemnified DataCo, the Applicable League(s) and the Clubs fully and effectively against any and all costs, expenses, losses and prejudice suffered by them arising directly or indirectly as a result of any breach of the terms of this Agreement by the Licensee, its employees, agents or subcontractors.

7 INTELLECTUAL PROPERTY

- 7.1 The Licensee acknowledges that such Intellectual Property Rights as may exist in the Licensed Content belongs to the Applicable League(s) and/or DataCo.
- 7.2 The Licensee shall not claim or assert any Intellectual Property Rights in the Licensed Content and hereby transfers to DataCo by way of future assignment all Intellectual Property Rights in and to the Licensed Content which may for whatever reason become vested in the Licensee and the Licensee agrees, if and whenever required to do so by DataCo, to promptly execute all instruments and do all things necessary to

vest the right, title and interest in such rights to DataCo absolutely and with full title guarantee.

- 7.3 The Licensee shall not replicate or use any Logo without the prior written consent of the appropriate owner of such a Logo.

8 TERM & TERMINATION

- 8.1 This Agreement will enter into force on the date of this Agreement and shall (subject to earlier termination) continue until the last Match of the 2019/2020 Season (the “**Term**”).

- 8.2 Notwithstanding clause 8.1 above, either party may terminate the Agreement immediately by written notice to the other party in the event that:

- (a) the other party is in breach of the Agreement and such breach is incapable of remedy;
- (b) the other party fails to remedy any breach of this Agreement which is capable of remedy within 14 days of being given notice to do so; and/or
- (c) an Event of Insolvency occurs.

- 8.3 Notwithstanding clause 8.1 above, DataCo shall have the right to terminate the Agreement immediately by written notice to the Licensee in the event that:

- (a) the Licensee undergoes a Change of Control;
- (b) the Licensee ceases to hold all necessary authorisations, licences and permits including, but not limited to any gambling or gambling premises permit. It being the Licensee's duty to promptly notify DataCo of such cessation occurring; and/or
- (c) the Applicable League(s) removes or restricts DataCo's right to grant licenses to use and/or Reproduce the Licensed Content.

- 8.4 If the Agreement is terminated in accordance with clause 8.3(c) above, then DataCo shall refund the Licensee a pro-rated proportion of the LBO Fee paid for the period from the effective date of the termination to the Expiry Date.

- 8.5 On the termination or expiry of this Agreement:

- (a) all rights of the Licensee under this Agreement shall terminate immediately; and
- (b) the Licensee shall cease to Reproduce the Licensed Content or any part of it immediately.

9 CONFIDENTIALITY

- 9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the terms of this Agreement and/or the business,

affairs, customers, clients or suppliers of the other party except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and/or
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations and exercise its rights under this Agreement.

10 PREVIOUS SEASONS

10.1 DataCo and the Licensee each agree that all actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that either party or its Group Companies or any of them ever had, may have or hereafter can, shall or may have against the other party or any of its Group Companies arising out of or connected with the use of Data and/or Fixture Lists for any time period prior to the date of this Agreement are hereby released and forever discharged (the "**Released Claims**").

10.2 Each party agrees, on behalf of itself and on behalf of its Group Companies not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party or its Group Companies any action, suit or other proceeding concerning the Released Claims, in this jurisdiction or any other.

10.3 The parties agree that this clause 10 shall survive expiry or termination of this Agreement.

11 GENERAL

11.1 This Agreement constitutes the whole agreement between the parties relating to this subject matter and supersedes any previous agreements, drafts, undertakings, representations and arrangements whether written or oral relating to this subject matter.

11.2 This Agreement may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

11.3 No failure or forbearance of either party to exercise any right conferred or to enforce any obligation imposed by this Agreement shall be deemed to be a waiver of any such right or obligation nor operate so as to bar or limit the exercise or enforcement thereof at any time thereafter.

11.4 This Agreement is governed by and shall be interpreted in accordance with English law and the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

**SCHEDULE 1
LBO LIST**

The Licensee must complete the table below.

LBO ADDRESS	CONTACT NAME	TELEPHONE

Please complete additional sheets and attach as required for more LBOs.

TOTAL LBO Requiring a DataCo Licence

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**SCHEDULE 2
LBO FEE**

The Licensee shall pay to DataCo the LBO Fee calculated on the following basis:

League	Early Bird Price per LBO Available up to 31/8/19		Standard Price per LBO For all payments from 1/9/19	
	ex VAT	inc VAT	ex VAT	inc VAT
English League Football	£315	£378	£420	£504
Scottish League Football	£72	£86.40	£97	£116.40
All Leagues	£387	£464.40	£517	£620.40

The Licensee **must complete** the table below.

	Number of LBOs	Total Licence Fee @ Early Bird Price inc VAT	Total Licence Fee @ Standard Price inc VAT
LBOs using English League(s) Only			
LBOs using Scottish League(s) Only			
LBOs using All Leagues			
Totals			

LBO Fee

The LBO Fee due to DataCo is calculated as follows:

Fee for LBOs using English League(s) Only (inc VAT)	A	
Fee for LBOs using Scottish League(s) Only (inc VAT)	B	
Fee for LBOs using All Leagues (inc VAT)	C	
Total LBO Fee due	D = A+B+C	

SCHEDULE 3 COMPETITIONS

The Premier League

Premier League
Premier League 2
U23 Professional Development League
Premier League Cup

The English Football League

Sky Bet Championship
Sky Bet League 1
Sky Bet League 2
Sky Bet Play-Offs
EFL Cup
EFL Trophy
The Central League
Central League Cup

The Scottish Professional Football League

Ladbrokes Premiership
Ladbrokes Championship
Ladbrokes League 1
Ladbrokes League 2
Ladbrokes Play Off
Betfred Cup
IRN-BRU Cup
SPFL Reserve League
SPFL Reserve League Cup
SPFL U20 League
SPFL U19 League
SPFL U19 League Cup