### COLLABORATION AGREEMENT

### Between

1. The non-profit association ASSOCIATION ROYALE BELGE DE HOCKEY – KONINKLIJKE BELGISCHE HOCKEY BOND, having its registered office at 1160 Brussels, avenue Charles Schaller 52, and registered with the Crossroads Bank for Companies under number 0407.587.169, duly represented by Mr. Patrick Keusters and Mr. Yves De Decker in their capacity as Board Members;

Hereinafter referred to as "the ARBH";

### And

2. The private limited company HOCKEY BELGIUM COMPANY, having its registered office at 1160, Brussels, avenue Charles Schaller 52, and registered with the Crossroads Bank for Companies under number 0759.600.763, duly represented by Mrs. Justine Mahiat and Mr. Bruno Duterme, in their capacity as directors.

Hereafter referred to as "HBC";

### And

**3.** The non-profit association TOP HOCKEY LEAGUE, having its registered office at 9000 Gent, Noorderlaan 10, and registered with the Crossroads Bank for Companies under number 0715.697.672, duly represented by Ms. Laurence de Meeus and Mr. Michel Schuermans, Board Members;

Hereinafter referred to as "THL";

ARBH, HBC and the THL are hereinafter referred to separately as "Party" and together as "Parties".

# Preamble

- **A**. ARBH is the federal association of the Belgian hockey clubs and holds the right in collaboration with "Vlaamse Hockey Liga (VHL)" and "Ligue francophone de Hockey (LFH)" for the organization of Hockey's outdoor and indoor championships, the management of Belgium national teams, the development of the hockey and its promotion.
- **B.** HBC is a company specialized in marketing and sporting events to which the ARBH has transferred, in an exclusive way, the management of its sports marketing and some of its sporting events including the Play-Offs.
- **C.** The following competitions are, amongst others, organized by ARBH:
  - the "Women's Honor Division of the Belgian League"
  - the "Men's Honor Division of the Belgian League"
  - the "Belgian Hockey Finals"
  - the "Coupe de Belgique"

The "Belgian Hockey Finals" are hosted and produced by the ARBH, together with the organizing clubs and with the assistance of THL.

**D.** THL is an association of clubs participating in the Honor Division of the Belgian League and clubs participating in Division 1 of the Belgian Hockey League, as a consequence of their relegation the previous season. THL's mission is among others to further develop the level, the competition, the importance and the fair-play in the Honor Division of the Belgian League for both Women and Men, as well as to unite and defend the interests and aspirations of its member clubs. THL aims to represent the Honor Division hockey clubs and acts as a discussion partner for ARBH, VHL and LFH.

**E.** Among others, the following competitions, events and products are promoted in the framework of the Top Hockey League:

- the "Women's Hockey League";
- the "Men's Hockey League";
- the "Belgian Hockey Finals";
- the "Hockey League Weekly Statistics";
- the "(Top) Hockey League Woman of the Match"; and
- the "(Top) Hockey League Man of the Match".

**F.** THL's members clubs have transferred their audiovisual rights to THL with the authorisation of the ARBH.

G. In order to promote the Belgian hockey competitions, THL has entered into licensing and distribution agreements with Proximus Media House, Telenet, VOO, Bx1 TV ("the Broadcasters") and VRT ("Sporza") for the purpose of granting them broadcasting rights in Belgium and Luxembourg, in Flemish and/or French, to the Honor Division of the Belgian Hockey League's live matches and highlights during the 2021-2022, 2022-2023 and 2023-2024 championships seasons of the Honor Division of the Belgian Hockey League. Under these agreements ("the Broadcasting Agreements"), which, unless renewed or extended, will be effective until 30 June 2024, non-exclusive broadcasting rights have been granted to the Broadcasters as Pay TV and Basic TV channels for:

- Pay TV: all matches of the Honor Division of the Belgian League, with a minimum of 28 games per season (i.e. one match per matchday) as follows:
  - o 22 matches of the Men's Honor Division of the Belgian League;
  - o 2 matches of the Play-Off semi-final of the Men's Honor Division of the Belgian League;
  - 4 matches of the Play-Off final of the Honor Division of the Belgian League,
    i.e. 2 Men's and 2 Women's final matches;
- Basic TV: 10 live matches of the Honor Division of the Belgian League;
- Pay TV and Basic TV:
  - Additional matches of the Honor Division of the Belgian League produced by THL in TV quality;
  - o Return and delayed broadcasting of the matches;
  - o The match facts and highlights;
  - o VOD rights;
  - o Replay rights (30 days);
  - o Live statistics, if available.

The abovementioned broadcasting rights are non-exclusive towards other Pay TV channels but exclusive towards Free to Air channels ("FTAs"), except that FTA channels are allowed to broadcast a maximum of 10 match highlights and 3 live matches (including 1 match of the Women's Play-Off finals) of the Honor Division of the Belgian League per season. Those 3 live matches must be different from the 10 live matches broadcast on Pay TV and Basic TV channels as mentioned above. Those FTA

broadcasting rights have been allocated to Sporza for the 2021-2022, 2022-2023 and 2023-2024 seasons.

The scope of the Broadcasting Agreements covers all broadcasting rights available including live feed of each event in its entirety and edited clips on a standalone basis, within news or sport programs and in trailers to promote the Honor Division of the Belgian League's competitions as well as any and all additional content provided by THL (competition highlights, magazine programming, competition standalone clips, coverage of any draft event(s), etc.).

The production of the match footages and highlights (with the exception of the match footages to be broadcast by Sporza, which will be taken care of by Sporza) will be entrusted to a television production company.

THL may enter into broadcasting agreements with other broadcasting organizations than the Broadcasters and Sporza in the future.

- **H.** THL has also entered into a service agreement ("**the Service Agreement**") with Sportizon NV ("**Sportizon**"), under which Sportizon will manage the relationship with the television production company, the Broadcasters and Sporza and ensure the proper execution of the Broadcasting Agreements, amongst others by co-ordinating with the THL clubs to ensure that the production and broadcasting of the match footages and highlights can be achieved in a qualitative way and in the best possible environment.
- I. ARBH has authorized THL to license the naming of the "Men's Honor Division of the Belgian League" (hereafter the "Men's Hockey League") to its "THL main sponsor", while ARBH has managed the naming of the "Women's Honor Division of the Belgian League (hereafter the "Women's Hockey League)" with a "ARBH sponsor".
- **J.** In this Collaboration Agreement, it is distinguished between:
  - Classic phase of the Honor Division of the Belgian League championship:
  - "Play-Offs": Play-Offs semi-finals played between clubs to qualify for the Belgian finals;
  - "Belgian Hockey Finals": final of the Play-Offs played on a pitch designated exclusively by the board of the ARBH based on the recommendation of an ARBH's selection committee according to the ARBH's specifications, between four (4) Women's teams and four (4) Men's teams to determine the teams classified from 1 (champion) to 4. The ARBH's selection committee will include one (1) representative of the THL. From the 2023-2024 season, the Belgian Hockey Finals could also take place in the ARBH's national stadium.

**K.** Under this Collaboration Agreement, ARBH/HBC concede some of their rights to THL in order to ensure a reinforced promotion of top hockey.

Therefore it is hereby agreed as follows:

# **ARTICLE 1 - BROADCASTING RIGHTS**

### 1.1.

As organizer of the Belgian hockey Championships, ARBH licenses on a non-exclusive basis the broadcasting rights of the "Men's Hockey League" and the "Women's Hockey League" to THL during

the term of this Collaboration Agreement. Clubs participating in the Honor Division of the Belgian League championships but not belonging to the THL, will be granted an identical license by the ARBH. The ARBH shall not enter into any broadcasting agreement concerning the Honor Division of the Belgian League championships directly with any broadcasting organization or any third party other than THL or clubs participating in the Honor Division of the Belgian League championship but not belonging to THL.

### 1.2.

During the term of this Collaboration Agreement, THL is entitled to broadcast or to conclude broadcasting agreements, including licensing and distribution agreements, relating to the broadcasting rights of the "Men's Hockey League" and the "Women's Hockey League". THL undertakes to keep the ARBH informed of any new broadcasting agreements concluded. This Collaboration Agreement is without prejudice to the Broadcasting Agreements that had already been concluded before the conclusion of this Collaboration Agreement, insofar as the terms of these Broadcasting Agreements comply with the terms of this Collaboration Agreement and as long as this Collaboration Agreement remains in full force and effect.

### 1.3.

The broadcasting rights include among others live matches, competition standalone clips, trailers, competitions highlights, magazine programming, coverage of draft events relating to the "Men's Honor Division Belgian League" and the "Women's Honor Division Belgian League".

#### 1.4.

ARBH/HBC will not be responsible for obtaining the permission of the participating players and clubs to use their image, assuming that such a permission is required by law.

### 1.5.

THL will communicate a copy of the relevant broadcasting agreements and related agreements to ARBH, provided that this is not prohibited by a confidentiality clause.

### 1.6.

THL is only responsible for its own actions.

### 1.7.

In any agreement concerning the "Women's Hockey League", THL has a best-effort obligation to impose the adequate visibility of the ARBH/HBC sponsor logo during any Women's hockey broadcast event

In consideration for the above mentioned ARBH's license of the broadcasting rights, THL will make available free of charge to ARBH all broadcasted images of the "Men's Honor Division Belgian League" and the "Women's Honor Division Belgian League" without restrictions. In case ARBH wishes to communicate any of those images to the public, it will request THL's express consent on a case-by-case basis in advance. ARBH will not be allowed to modify the images (including, without limitation, the logo of THL's main sponsor) in any way whatsoever and will ensure that the logo of THL's main sponsor will remain fully visible.

### 1.8

In the event that THL makes a financial profit from the broadcasting of the Belgian Hockey Finals matches, these revenues would be shared equally between THL and ARBH/HBC (50% for THL, 50% for ARBH/HBC).

### **ARTICLE 2 - COMMERCIAL RIGHTS**

# 2.1. Sponsoring

#### 2.1.1.

Subject to Article 2.1.2., each Party is free to enter into sponsorship agreements.

#### 2.1.2.

- a) THL is not allowed to enter into sponsorship agreements with sponsors who are not allowed by law to advertise their products or services (e.g., companies from the tobacco industry).
- b) THL is not allowed to enter into sponsorship agreements with sponsors in of the following sectors: pornography, armament, minerals and betting.
- c) Only as far as the Belgian Hockey Finals and the Women's Hockey League are concerned, THL is not allowed to enter into a sponsorship agreements with sponsors in the following sectors: banking, insurance and financial services, automotive sectors, and consultancy. However, this provision only applies if and for as long as ARBH has sponsors in these respective sectors which are linked to the Belgian Hockey Finals and the Women's Hockey League. For the avoidance of doubt, THL shall have the right to enter into sponsorship agreements with sponsors in the above-mentioned sectors, provided that such sponsors are not given any visibility during the Belgian Hockey Finals.
- d) ARBH is not allowed to enter into sponsorship agreements with a real estate development company, a real estate promotion company and/or a real estate investment company. However, ARBH will have the right to have as sponsor a company active in the sector of real estate promotion through a digital real estate platform (such as Immoweb or Vlan).
- e) During the term of any of the Broadcasting Agreements (and any extension or renewal thereof), or any other broadcasting agreement still to be concluded by THL during the term of this Collaboration Agreement, the Parties will not appoint a company active in the telecom sector as title sponsor of the Top Hockey League, including, without limitation, the Women's Hockey League.
- f) Each sponsorship agreement must comply with this Collaboration Agreement.

The Parties' respective sponsors shall have the non-exclusive right to use the designation "Official Sponsor of the "[Name or brand of the THL main sponsor] (Top) Hockey League, "[Name or brand of the THL main sponsor] Men's Hockey League, "[Name or brand of the THL main sponsor] (Belgian) Hockey Finals, "[Name or brand of the THL main sponsor] (Top) Hockey League Weekly Statistics", and "[Name or brand of the THL main sponsor] (Top) Hockey League Man of the Match".

### 2.1.3.

Before entering into sponsorship agreements, the Parties undertake to communicate in good faith whenever necessary to avoid any sponsor's conflict.

# 2.2. Commercial rights for the THL main sponsor

### 2.2.1.

THL can have one (1) main sponsor who is granted the following exclusivity:

- "[Name or brand of the THL main sponsor] (Top) Hockey League";
- "[Name or brand of the THL main sponsor] (Belgian) Hockey Finals";
- "[Name or brand of the THL main sponsor] Men's Honor Hockey League";

- "[Name or brand of the THL main sponsor] (Top) Hockey League Weekly Statistics";
- "[Name or brand of the THL main sponsor] (Top) Hockey League Man of the Match";

In its capacity as official and exclusive title sponsor of the Honor Division Belgian League, the THL main sponsor shall have the exclusive right to have its name or brand incorporated in all communication into the official name of the Top Hockey League, the Men's Hockey League, the Belgian Hockey Finals, the Top Hockey League Weekly Statistics and the Top Hockey League Man of the Match, as follows (or in any other way as may be agreed upon between the Parties and THL's title sponsor):

- "[Name or brand of the THL main sponsor] (Top) Hockey League";
- "[Name or brand of the THL main sponsor] (Belgian) Hockey Finals";
- "[Name or brand of the THL main sponsor] Men's Honor Hockey League";
- "[Name or brand of the THL main sponsor] (Top) Hockey League Weekly Statistics";
- "[Name or brand of the THL main sponsor] (Top) Hockey League Man of the Match".

The THL main sponsor shall also have the non-exclusive right to use the designation "Official Sponsor of the "[Name or brand of the THL main sponsor] (Top) Hockey League, "[Name or brand of the THL main sponsor] (Belgian) Hockey Finals, "[Name or brand of the THL main sponsor] (Top) Hockey League Weekly Statistics", and "[Name or brand of the THL main sponsor] (Top) Hockey League Man of the Match".

In consultation with THL, the THL main sponsor will have the exclusive right to design, create and use a new official logo incorporating the THL main sponsor logo for the Hockey League. Without prejudice to Article 2.2.3 regarding the Belgian Hockey Finals, the logo shall be prominently incorporated in all press releases and all promotional and other materials produced by THL and/or the ARBH/HBC for public consumption, including official interview backdrops; under prior control/acceptance of the ARBH which has a right equivalent to the THL of use of the logo.

# 2.2.2.

During the term of this Collaboration Agreement, THL shall inform ARBH/HBC on the THL main sponsor brands or products.

### 2.2.3.

ARBH/HBC retain the exclusive right to exploit their commercial rights on to the "Women's Hockey League".

The "Women's Hockey League" could take the name of the ARBH/HBC main sponsor (of any other sponsor of the ARBH/HBC) in the same manner as above stipulated for THL's main sponsor.

### 2.2.4.

The Parties shall refer to the Belgian League Honor Division competitions and events with their correct names, incorporating the THL main sponsor, in all communication. This provision applies in the same way to THL with respect to the ARBH/HBC main sponsor of the Women's Hockey League.

# 2.2.5.

The Parties shall refrain from making defamatory or derogatory comments about their respective sponsor's products or services.

### 2.2.6.

THL shall have the right to change the official name of the Top Hockey League (with the exception of the Women's Hockey League) should it conclude a partnership with a new title sponsor.

# 2.3. Belgian Hockey Finals

### 2.3.1. Visibility

In consultation with THL, the THL main sponsor shall have the exclusive right to design, create and use a new official logo incorporating the THL main sponsor logo for the Belgian Hockey Finals. The logo of the Belgian Hockey Finals (hereafter the "Event logo") shall be incorporated in all press releases and all promotional and other materials produced by THL and/or the ARBH/HBC for public consumption (including, without limitation, the official interview backdrops); under prior control/acceptance of the ARBH which has a right equivalent to the THL of use of the logo. The logo created by the THL main sponsor must keep the shape and design of the current Belgian Hockey Finals logo.

ARBH/HBC grant to THL's main sponsors 25% visibility on all official communications (such as, without limitation, documents, public and VIP tickets, websites, press releases and invitations) concerning the Belgians Hockey Finals. Regarding THL's main sponsor, this visibility is through the Event logo (which incorporates the logo of the THL main sponsor).

In any case, the THL cannot benefit from more than 25% of visibility in the Belgian Hockey Finals.

The THL main sponsor shall be displayed on the following materials during the Belgian Hockey Finals (25%):

- All general signage (welcome, directional, hospitality, etc.) only via the Event logo;
- LED boarding time (25% of 60 minutes) at each game of the Belgian Hockey Finals;
- Beach flags;
- Interview backdrops;
- the "Toblerones" on each side of each goal;
- Website URL www.[TITLE SPONSOR]hockeyfinal.be. The domain name will be reserved by THL main sponsor for the term of the THL main sponsor agreement. All costs related to the registration, renewal and hosting of the domain name will be supported for 25% by the THL main sponsor and for the remaining 75% by ARBH. ARBH will manage the content of and update the website. On this website, THL's sponsors shall have 25% of the sponsors' total visibility by combining the logo of its main sponsor and the logo of the Belgian Hockey Finals.

The Event logo will be displayed continuously on the official scoreboard. One (1) commercial video of the THL main sponsor of no more than 30 seconds will be shown before each game and at halftime of each game.

On the VIP invitations and public (i.e. general entrance) tickets, the Event logo will be displayed as well as the THL main sponsor logo with the other ARBH's sponsors.

The Event logo will be displayed at the top of the entrance arch. On the "legs" of the entrance arch the THL main sponsor logo will be displayed with the other ARBH's sponsors.

On the celebration podiums and ball plinth at the start of the Belgian Hockey Finals' matches:

- For the Men's matches: the THL main sponsor's name and the logo of the Belgian Hockey Finals;
- For the Women's matches: the logo of the Belgian Hockey Finals and the logo of the Women's League.

The THL main sponsor will be mentioned no less than five (5) times in stadium audio announcements during the Belgian Hockey Finals and minimum once per Belgian League game. As long as audio announcements are made, all Belgian League matches organized in the context of the Hockey League,

with the exception of the Women's League, will always be named in audio announcements by their name including the THL main sponsor's name.

The THL main sponsor shall also have the following rights during the Belgian Hockey Finals:

- The right to organize one (1) activation. If a special space is required for this activation, it will be a maximum of 5x5 meter, unless agreed otherwise. All costs related to this activation are at the charge of the THL.
- The right for a THL main sponsor representative to attend the Men's Hockey League prizegiving ceremony;
- The right to have its company magazine included among the goodies offered at the exit of the VIP area. THL must provide staff for the distribution of the magazine;
- The right to create, at THL main sponsor's costs and in consultation with THL and the agreement of the ARBH regarding the shape and design, a "THL main sponsor " mascot ("Mascot") and the right for the Mascot to be present on pitch at the start of the live TV matches of the Men's Belgian Hockey Finals and at the Men's prize-giving ceremony. All rights (including, without limitation, intellectual property rights), title and interest to the Mascot shall be owned by the THL main sponsor who will grant THL/ARBH/HBC a royalty-free license to use it only in connection with the advertisement and promotion of THL and the Belgian League Honor Division. The Mascot will have to follow the ARBH event manager's instructions, particularly in terms of its access to the field, its positioning, its presence at the awards ceremonies, etc. All costs related to the Mascot are at the charge of the THL.

In the framework of the Men's Honor Division Belgian League, the man of the match at the Belgian Hockey Finals will be named "[THL main sponsor] Man of the match" and will be awarded with an individual trophy by the THL main sponsor. In the event that champagne is served during these events, the partner of the ARBH will exclusively be called upon. The sticker on which the champagne brand appears may not be covered or modified under any circumstances, unless provided otherwise.

The week before the Belgian Hockey Finals, the ARBH will change the avatar of its social networks and replace it by the logo of the Belgian Hockey Finals.

THL provides to the ARBH the visibility material from its main sponsor within the time limit agreed upon.

# 2.3.2. Visibility costs

In consideration of the rights granted to THL under this Collaboration Agreement, THL shall contribute up to 25% of the Belgian Hockey Finals visibility costs. HBC will invoice THL for the services and THL will pay the invoices to HBC within 30 days of receipt. The visibility costs include, among others, led boarding rent, video screen rent, interview backdrops and site's dressing for the sponsor visibility.

The logistic and other costs (including the TV production and broadcasting costs) related to the TV broadcasting of the Belgian Hockey Finals are split between THL and ARBH/HBC (50% for THL, 50% for ARBH/HBC). These costs include also, among others, the TV towers' installation and rent, and catering for the TV crews. Concerning the broadcasting costs, THL divides its annual production cost into 26 to determine the production cost of the Belgian Hockey Finals.

All costs must be proven by documentary evidence.

# 2.3.3. Organization of the Belgian Hockey Finals

The ARBH/HBC are the sole organizers of the Men's and Women's Belgians Hockey Finals. The venues and others organizational arrangements are the sole responsibility of the ARBH/HBC.

# 2.3.4. Coverage

THL shall, where appropriate through its partners, produce coverage of all matches of the Belgian Hockey Finals, which the Broadcasters will show live. The THL main sponsor and the Belgian Hockey Finals' logo shall be displayed on 25% of the TV/on-screen graphics during the broadcasting of live matches or highlights of the Belgian Hockey Finals. In any case, THL shall collaborate with the ARBH/HBC to organise the satisfactory visibility of 75% of the ARBH/HBC' sponsors.

### 2.3.5 Tickets

The ARBH will facilitate, where possible, that the Broadcasters and the THL main sponsor can organize tickets or hospitality for clients and rewards at Belgian Hockey Finals matches. Any associated costs, such as catering, will be borne by the Broadcasters, the THL main sponsor and/or THL.

The THL main sponsor shall have the following rights to ticketing and hospitality at the Belgian Hockey Finals:

- The right to buy from ARBH/HBC 60 VIP tickets including full catering and match tickets (Category I) and 25 VIP parking passes. Those tickets and passes will be purchased by THL at 25% discount;
- The right to purchase extra VIP tickets including full catering and match tickets (Category I) at 20% discount for the Belgian Hockey Finals;
- The right to purchase 100 public tickets (Category II) for day 1 and 25 tickets for day 2, both at 25% discount for the Belgian Hockey Finals.

# 2.3.6 Future organization of Belgian Hockey Finals

The Parties shall consult with each other with a view to preparing the Belgian Hockey Finals in order to, amongst others:

- protect the visibility return for the THL's Sponsors;
- keep THL informed of the commercial development of the Belgian Hockey Finals;
- ensure compliance with the present agreement and its annexes; and
- discuss the financial return for the clubs participating in the Hockey League.

# 2.4. Golden Stick Night Awards

THL's main sponsors will benefit from the following visibility during the Golden Stick Night:

- Three (3) totems of 2 meters x 1 meter (roll up display) will be placed during the Golden Stick Night with:
  - o the logo of the ARBH:
  - the (Top) Hockey League's logo including the name or brand of THL's main sponsor;
    and
  - o the logo of the "Women's Honor Hockey League" sponsor;

The three logos will be displayed in the same size.

The THL main sponsor and Women's Honor Hockey League sponsor logos will also be displayed on the back of the menus, below but in the same size as the ARBH partner logos.

A new award, the "[THL main sponsor] Hockey League Award" shall be created by THL in collaboration with ARBH and presented during the Golden Stick Nights. The "[THL main sponsor] Hockey League Award" shall be presented by THL and a THL main sponsor representative. During the presentation of this award, the THL main sponsor's name and logo shall be displayed in a visible way. In any case, THL and ARBH will jointly fix the price and the rules under which the nominees will be chosen.

# 2.5. Miscellaneous

The provisions of Article 2 of this Collaboration Agreement shall be without prejudice to the terms and provisions of Annex 2 to this Collaboration Agreement regarding the sponsorship agreement entered into with ION prior to the signing date of this Collaboration Agreement. In the event and to the extent that any term or provision of this Collaboration Agreement would be inconsistent with Annex 2 hereto, the terms and provisions of Annex 2 will prevail.

# **ARTICLE 3 - TERM**

This Collaboration Agreement will become effective on the date of its signature and will remain in force and effect until 30 June 2024 (hereafter the "Term"). The Parties accept that this period includes the Belgian Hockey Finals of the 2022-2023 and 2023-2024 seasons.

If THL so requests by giving notice in writing to ARBH and HBC on or before 1<sup>st</sup> September 2023, the Parties will negotiate in good faith with respect to the terms of a renewal of this Collaboration Agreement beyond the Term. If no agreement has been reached before 30 November 2023 and none of the Parties notifies the other Parties by registered letter that it does not wish this Collaboration Agreement to be extended beyond the Term, this Collaboration Agreement shall be automatically renewed on the same conditions for three (3) additional seasons.

This Collaboration Agreement may be terminated in advance and immediately without any compensation by the ARBH if THL is not composed anymore of at least 75% of the clubs participating in the "Women's Honor Division Belgian League" and/of "Men's Honor Division Belgian League.

# **ARTICLE 4 - NO PARTNERSHIP**

This Collaboration Agreement does not constitute and shall not be construed to constitute a partnership, agency or joint venture relationship between the Parties.

# **ARTICLE 5 - CONFIDENTIALITY**

Except as may be required by law, neither Party shall (and each Party shall ensure that its respective presidents, directors, officers, employees and outside professional representatives, such as the Parties' accountants or lawyers, shall not) disclose to any third party the annexes of this Collaboration Agreement nor the financial or other material terms of any sponsorship agreements entered into by the other Parties.

Either Party may disclose the terms of this Collaboration Agreement included its annexes and of such sponsorship agreements to its respective presidents, directors, officers, employees and outside professional representatives in so far as necessary to ensure compliance with its duties under those agreements and provided the above persons are committed to keeping the financial terms of such agreements strictly confidential.

For the avoidance of doubt, the Parties shall be allowed to disclose this Collaboration Agreement (without the annexes) to the clubs affiliated with the ARBH.

ARBH is authorized to publish this Collaboration Agreement (without the annexes) on its website.

### **ARTICLE 6 - ENTIRE AGREEMENT**

# 6.1.

This Collaboration Agreement and the annexes hereto constitute the entire understanding between the Parties in relation to the subject-matter thereof and supersedes all prior oral or written discussions, statements, representations, offers, proposals, promises, covenants, undertakings and agreements between the Parties in relation to this subject-matter.

#### 6.2

This Collaboration Agreement may not be amended except by a written agreement signed by both Parties.

### **ARTICLE 7 - SEVERABILITY**

### 7.1.

If any provision of this Collaboration Agreement or its annexes is held by a competent judicial or administrative body to be illegal, invalid, void or unenforceable, in whole or in part, for any reason or for any purpose, the remainder of the terms and provisions of this Collaboration Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The illegal, invalid, void or unenforceable provision shall be automatically replaced by a provision that best reflects the economic purpose of the invalid provision. In this context, the primary focus shall be on the purpose and intent of this Collaboration Agreement.

#### 7.2.

In the event that the entire agreement is declared invalid or unenforceable by a competent judicial or administrative body, the Parties undertake, in the spirit of the contents of this Collaboration Agreement, to replace the entire agreement by a new agreement which, in accordance with the applicable legislation, is to be considered valid and comes nearest to what the Parties desired or would have desired according to the sense and purpose of this Collaboration Agreement.

### ARTICLE 8 - APPLICABLE LAW AND JURISDICTION

### 8.1.

This Collaboration Agreement, the annexes thereto and the provisions thereof shall be governed by and construed in accordance with Belgian law, without reference to any conflict-of-law rules that would otherwise require application of the laws of another jurisdiction.

### 8.2.

Any disputes arising out of or in connection with this Collaboration Agreement and its annexes, including any question regarding its existence, validity or termination, shall be settled by the Parties. In case no agreement can be reached, the Parties agree to submit to the exclusive jurisdiction of the Brussels courts.

\* \* \*

For THL,

For ARBH,

For HBC,

Laurence de Meeus

Patrick Keusters

Bruno Duterme

**Board Member** 

Director

Director

Date: 26 août 2022 | 10:31 CEST

Date: 26 août 2022 | 14:52 DEST: 29 août 2022 | 13:42 CEST

Signature:

Laurence de Meeus

Signature:

Patrick kewsters

Signature:

— Docusioned by: Bruno Duterme -D71GA88328534E5

Michel Schuermans

Yves De Decker

Justine Mahiat

**Board Member** 

Director

Director

Date: 26 augustus 2022 | 10:16 CES Date: 28 août 2022 | 11:15 (Pate: 26 août 2022 | 15:21 CEST

Signature:

Signature:

Signature:

Midel Schwermans

Your De Decker

Justine Maliat

# Annexes:

Annex 1 - Exception to Article 2.3 during the term of the Deloitte agreement

Annex 2 - Specific agreements regarding ION