

Essential provisions of the Contract (EPC)

Definitions

Wherever in these EPC mention is made of:

- 1) Sponsor – it should be understood as the entity selected as a result of the competition for the naming rights sponsor of a sports and entertainment arena in Cracow;
- 2) Administrator – it should be understood as Arena Kraków S.A.;
– hereinafter referred to as the a Party or the Parties
- 3) Arena – it should be understood as the sports and entertainment arena in Cracow located at ul. Stanisława Lema 7, comprising inter alia the Main Arena, conference rooms, small arena and adjacent area together with parking lots, communication routes and green areas located on properties, to which the Administrator has the legal title.
- 4) Name of the Arena – it should be understood the name given as a result of the competition for the name rights sponsor of a sports and entertainment arena in Cracow;
- 5) Event – it should be understood as events that take place in the Main Arena of the Arena with the exclusion of rehearsals, trainings, preparations etc.

1. Subject matter of the Contract and main declarations of the Parties

- 1.1. The subject matter of the Contract shall the provision by the Administrator, in return for remuneration, of services aimed at promotion of the brand of the Sponsor, in particular by giving by the Sponsor of a Name to the Arena, in accordance with the terms set out in the Contract.
- 1.2. The subject matter of the Contract shall be implemented for the period determined in the contract, not shorter than 3 years, starting on 30 January 2024. The Parties shall allow for the extension of this period. A change of the terms of the Contract in particular in case of extension of its period of validity shall be possible in the course of negotiations. Changes of the contract shall not significantly change the provisions of the competition, as a result of which a sponsor was chosen. Possible change shall be equivalent in nature or advantageous to the Administrator.
- 1.3. The Parties declare, that they have legal titles to the subject of the services (Administrator – to the Arena and its image, Sponsor – to the brand contained in the Name of the Arena and elements of visual identification system, including the logo of the Arena created by the Sponsor) and shall be entitled to use them as part of the Contract. In the event of any claim related to the use of the rights covered by the contract being brought against a Party by a third party, the other Party shall cover all costs resulting from for it. The Parties shall grant each other relevant licenses, taking into account the right to grant sublicenses for other entities in connection with the implementation of the Contract (e.g. for organizers of Events, in order to enable the use of the Name and logo of the Arena).
- 1.4. The Contract shall not apply to the activities of the Administrator not directly linked to the Arena and Events.

2. Services of the Administrator

- 2.1. The Administrator undertakes to provide for the Sponsor services, described in annex No.1: Description of services due to the Sponsor.
- 2.2. In the event of a change of the name of the Sponsor or the appearance of its logo the Sponsor shall be able to make a request to change the Name or the Logo of the Arena and to establish with the Administrator a new name or change of the terms of visual identification. In such situation, the cost of rebranding shall be borne by the Sponsor.
- 2.3. Waiver by the Sponsor of any entitlements resulting from the contract shall not reduce the amount of remuneration due to the Administrator.
- 2.4. Two representative of the Sponsor shall be able to control the method of implementation of the Contract by the Administrator (during Events – subject to prior application for participation and obtaining accreditation).

3. Obligations of the Sponsor

- 3.1. The Parties shall agree in the contract the scope of responsibility for the execution, maintenance and disassembly of the labelling of the Arena with materials containing the logo or name of the Arena.
- 3.2. The Sponsor shall develop a system of visual identification of the Arena. The Logo of the Arena shall be agreed with the Administrator.
- 3.3. The Sponsor shall be obliged to comply with current provisions, regulations and cleanup instructions applicable in the Arena.
- 3.4. The Administrator stipulates that in the Arena catering services are provided on an exclusive basis. Use of catering services provided by a third party or the sale of certain products shall require prior arrangements with the Administrator and incurring by the Sponsor of possible costs of "compensation" for entity having exclusivity.

4. Obligations of the Administrator and suspension or limitation of the Sponsor's rights

- 4.1. The Administrator shall be obliged to implement in the Area during each of consecutive annual terms of the contract at least 20 days of sporting, musical or artistic and entertainment Events.
- 4.2. The Administrator, after signature of the Contract, shall provide the Sponsor with a current schedule of planned Events. The Administrator shall update this schedule by providing the Sponsor with information of all new or cancelled Events.
- 4.3. The Services of the Administrator for the Sponsor may, during the term of the Contract be limited or suspended as regards limitations resulting from contracts concluded with organizer of Events, in particular in the case of organizing sporting events of championship or cup events. In the case of conditional consent of the Organizer of the Event for the provision of services indicated by it, referred to in the preceding sentence, the Sponsor shall make a decision on fulfilment of the condition at its own expense. The Sponsor shall not demand fulfilment of this condition by the Administrator, nor shall it demand substitute services in the event of a negative decision by the Organizer.
- 4.4. The Sponsor shall have the right to temporarily limit or suspend its rights resulting from the contract in connection with the organization of Events, that shall reasonably disrupt the message of the Sponsor.
- 4.5. During the period of partial limitation of the contract, referred to in point 4.3 and during the period of temporal limitation of the Contract, referred to in par. 4.4 the Administrator shall be entitled to:
 - a) temporarily remove, cover or substitute all external and internal labelling of the Arena and around it, containing the Name of the Arena, graphic signs or the logo of the Sponsor except labeling inside the Sponsor's lounge;
 - b) stop issuing advertising materials containing the Name of the Arena, graphic signs or the logo of the Sponsor. This does not apply to those Events, in respect of which those activities are undertaken before the date of informing by the Sponsor.
- 4.6. The circumstances indicated in points 4.3 and 4.4 shall not affect the amount of remuneration,
- 4.7. The Sponsor expresses consent to the exchange of services specified in the contract for other, equivalent, services, if it is caused by circumstances beyond the Administrator's control or it results from the requirements of the organizers of the Events. The Administrator shall have the obligation to inform the Sponsor of such exchange. The Parties shall stipulate the rules for settlement of such exchanges.
- 4.8. The Administrator shall grant the Sponsor industry exclusivity in relation to industries agreed with the Sponsor. This means that the Administrator shall not perform advertising activities for other than the Sponsor entities conducting activities in those industries (in substantial part or having a significant share in the appropriate market). The above does not apply to the Municipality of Cracow, its organizational units and companies with a share of this Municipality or companies with State Treasury shareholding.
- 4.9. In the case of the possibility to infringe industry exclusivity during the organization of the Event, the Administrator shall each time request the Sponsor's consent to waive such prohibition.
- 4.10. Advertising activity, referred to in point. 4.8 does not cover the lease of conference rooms, the lounges of the small Arena and the organization of fairs.
- 4.11. The infringement of industry exclusivity shall not include advertising activity performed by the organizer of the event for an entity from the industry mentioned in the Contract and in the case of sporting events – for sponsors of federations, teams, trade unions, players, etc.

5. Contractual penalties

- 5.1. The total amount of contractual penalties calculated by one of the Parties against the other Party under the Contract shall not exceed 10% of the value of net remuneration throughout the duration of the Contract.
- 5.2. Each Party may seek from the other Party supplementary damages on general terms, provided for in the Civil Code.

6. Withdrawal from the Contract

- 6.1. The Administrator shall be entitled to withdraw from the Contract in whole or in part in particular in the event of a material breach by the Sponsor of provisions of the Contract, consisting of:
 - a) making the Administrator liable to claims of third parties in connection with culpable action of the Sponsor for infringement of copyrights;
 - b) action of the Sponsor exposing the Administrator to the risk of losing its good name, reputation or other personal rights.
- 6.2. The Sponsor shall be entitled to withdraw from the Contract in whole or in part in particular in the event of a material breach by the Administrator of provisions of the Contract, consisting of:
 - a) non-performance of sponsoring services;
 - b) making the Sponsor liable to claims of third parties in connection with culpable action of the Administrator for infringement or personal rights;
 - c) action of the Administrator exposing the Sponsor to the risk of losing its good name, reputation or other personal rights, including in the event of a final judgment finding corruption on the Administrator's part.

7. Other provisions

- 7.1. The Sponsor expresses its consent to the Administrator starting cooperation with other sponsors (with the exclusion of the naming rights sponsorship).
- 7.2. Communication between the Parties shall take place in electronic form, subject to point 7.3.
- 7.3. Without prejudice to the other provisions of the Contract, changes, supplements or withdrawal from the contract shall require written form under pain of invalidity.
- 7.4. The Contract shall be governed by Polish law.
- 7.5. An integral part of the EPC constitutes annex No. 1 – Description of services due to the Sponsor.
- 7.6. The above provisions are subject to change as a result of negotiations conducted by the Parties.