LICENSE AGREEMENT

BETWEEN:

International Floorball Federation, a sports organisation, with its head office located at Alakiventie 2, 00920 Helsinki, Finland and registered in Switzerland, represented herein by Mr. TOMAS ERIKSSON, IFF President and Mr. JOHN LILJELUND, IFF Secretary General.

(hereafter "IFF" or ("Licensor")

AND

Eurosport SA, a French Société Anonyme with its corporate offices located at 3 rue Gaston et René Caudron 92798 Issy-les-Moulineaux Cedex 9 Registered in Nanterre, N° B 353.735.657 - VAT FR 17.353.735.657, herein represented by Mr. Laurent-Eric Le Lay, its Managing Director of Broadcasting

(hereinafter "Eurosport SA" or "Licensee")

Also referred to herein individually as a "Party and jointly as the "Parties"

THE PARTIES HAVE AGREED AS FOLLOWS:

SPECIFIC TERMS

A DEFINITIONS

The capitalised terms used in this Agreement are defined in the general terms attached hereto (the "General Terms") and forming an integral part hereof.

B LICENSE

The Licensor hereby licenses to Eurosport SA the Rights for all or part of the Programmes, live and/or delayed, for transmission on the Channels, in the Licensed Languages, in the Territories, by way of the Transmission Means pursuant to the terms and conditions set forth herein and in the General Terms, and Eurosport SA hereby accepts such license.

C GRANT

1. The Licensor shall provide the Rights for the following Event (hereafter defined as "the Event"):

The 6th World Floorball Championship to be held in Sweden from May 21 through May 28 2006 consisting of a total of eight (8) matches as follows:

- -The Denmark Sweden match played on May 21, 2006
- -The Czech Republic Finland match played on May 22, 2006
- -The Sweden Swiss and Finland Latvia matches played on May 25, 2006
- -The Semi Finals 1 & 2 played on May 27, 2006
- -The Bronze and Final matches played on May 28, 2006

whereby the broadcast on the Channels of each match listed above shall be defined as a Programme.

- 2. Contrary to Clause 6 of the General Terms, the Rights granted herein shall be exclusive vis-à-vis any and all television channels in the Territories. This notwithstanding, Licensor shall be entitled to license Broadcast Rights of the Programmes to free-to-air national terrestrial channels in Sweden, Finland, Czech Republic and Switzerland only.
- 3. Eurosport SA shall be entitled to make an unlimited number of broadcasts of each Programme on the Channels throughout the Term of the Agreement.
- In addition to the Rights granted herein, Licensee shall further be granted the right to transmit the Programmes on a non-exclusive basis in Asia and in the Pacific Region (with the exception of Japan and China) on any channel operated by Eurosport SA.

D TERM

The terms and conditions of this Agreement shall remain in force from May 21, 2006 until May 1 2007.

E DELIVERY OF THE SIGNAL

The Parties agree that delivery of the television signal of the Programmes shall be made at the venue to Eurosport SA, according to clause 7.2 of the General Terms.

F LICENSE FEE and PAYMENT

V.2006.227

- 1. In consideration of the Rights granted hereunder, Eurosport SA shall provide Licensor with payment in the total amount of Seven Thousand Euros (7,000 €) net of any taxes.
- 2. Licensor shall send to Eurosport SA (Attention: Comptabilité Général 3 rue Gaston et René Caudron 92798 Issy-les-Moulineaux Cedex 9 France) an invoice in triplicate at least sixty (60) days in advance of the payment due date of April 31st. Eurosport SA shall pay the amount thereof by bank wire transfer to an account as indicated on the respective invoice, provided that Eurosport SA shall only be obliged to make payments if the Licensor timely and fully delivers the Signal pursuant to Section E above in accordance with the terms and conditions of this Agreement.

G GENERAL TERMS

The General Terms and Annexes 1 and 2 attached hereto form an integral part of this Agreement, provided that the Specific Terms of this Agreement shall prevail if there is any contradiction or inconsistency between them and any of the General Terms.

H APPLICABLE LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of France. The parties hereto hereby covenant that any action or proceedings arising with respect to this Agreement shall be brought in Paris and hereby consent to the exclusive jurisdiction of the competent courts located in Paris.

Executed in Issy-les-Moulineaux in triplicate on 4 May 2006.

The Licensor **Eurosport SA** Read and approved Read and approved By By: Thomas Eriksson President Laurent-Eric Le Lay Managing Director of Broadcasting And Bv: John Liljelund Secretary General Signature of and approval for broadcast by **The Eurosport Consortium** Jean-Bernard MUNCH (Agent)

GENERAL TERMS OF THE AGREEMENT FOR THE LICENSE OF RIGHTS

This document contains the general terms applicable to the license of Rights to Programmes by Eurosport SA.

In this document, Eurosport SA means "Eurosport Société Anonyme", which is fully empowered to enter into all agreements for license of Rights.

1. **DEFINITIONS**

The following capitalised terms have the following meanings:

1.1 "Basic Feed":

TV video and audio "clean feed" signal of the Event delivered by the host broadcaster in PAL standard at the venue of each Event(s) with an international sound track and with on screen graphics. Such signal shall contain no commercial inserts such as, but not limited to logos, sponsor credits or product placements except as may be agreed by Eurosport SA in writing prior to the start of the broadcast.

1.2 "Broadcast Rights"

the exclusive right to transmit the Programmes (including News Access Rights), on the Channels, in the Territories, in whole or in part, in the Licensed Languages, for both private and public reception by way of all Transmission Means. Broadcast Rights shall not include transmission in terrestrial analogue means except for the Territories of Greece and Russia. Broadcast Rights shall further include in-flight distribution of Channels in aircraft bearing any of the flags of the Territories.

Broadcast Rights shall include interactive or enhanced television rights and the rights to associate the Programmes with live or delayed scoring, support materials and other information including but not limited to textual data (such as statistics and biographies) and pictures, games or any other data or service Eurosport SA might consider appropriate at its sole discretion.

1.3 "Channels":

(i) "EUROSPORT", (ii) "EUROSPORT 2, (iii) EUROSPORTNEWS" and (iv) any other sports dedicated television channel operated by the Eurosport Consortium, Eurosport SA or any of their affiliated companies. For the purposes of this definition, an affiliated company shall be deemed to be any company of which Eurosport SA holds at least 50% of the equity or voting rights, or a company which holds at least 50% of the equity or voting rights in Eurosport SA or any affiliated company thereof.

1.4 "Event(s)":

the event(s) described in the Specific Terms.

1.5 "Licensed Languages":

Albanian, Arabic, Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hebrew, Hungarian, Italian, Latvian, Lithuanian, Norwegian, Polish, Portuguese, Romanian, Russian, Serbian, Slovakian, Slovenian, Spanish, Swedish, Turkish and Ukrainian.

1.6 "Material":

one or more Beta cam SP PAL videotapes, or any other standard that may be requested by Eurosport SA, consisting of (i) the audio-visual recording of the Event(s) with an international sound track, or (ii) an edited audio-visual recording of the Event(s) pursuant to prior agreement with Eurosport S.A. and which comply with Eurosport's Technical Standards attached hereto as Annex 3.

1.7 "Mobile Service Rights"

the non-exclusive right to distribute short Programme highlights as part of the mobile services edited or produced by Eurosport SA, in the Territories on all forms of wireless, mobile devices currently existing or developed in the future by way of such means of transmission as

may be used for mobile services. Such highlights shall not exceed four (4) minutes per Event or if the Event is a multi-day Event, four (4) minutes per day.

1.8 "News Access Rights":

the (i) non-exclusive but "first right to broadcast" news excerpts of Programmes in the Territories in all Licensed Languages and on the Channels, and (ii) the non-exclusive right to broadcast on "EUROSPORTNEWS" on a worldwide basis in the Licensed Languages an unlimited number of excerpts of the Events of up to three (3) minutes per day within forty-eight (48) hours after the conclusion of each Event.

1.9 "On-Line Rights":

the exclusive rights in the Territories for the transmission of all or parts of the Programmes, on a free or pay basis, on any of the websites edited or produced by Eurosport SA (composed of eurosport.com, eurosport.de, eurosport.fr, eurosport.co.uk, eurosport.es, and eurosport.com/it, or part of any affiliated web-site utilizing Eurosport content), delivered on-line through the Internet and the right to display such websites on any type of screen. Such transmission on Eurosport's websites shall be accessible only from within the Territories.

1.10 **"Programme(s)"**:

the moving picture footage (together with any still images of any kind derived or capable of being derived there from) of the Event(s) referred to in the Specific Terms, including all and any sound, recording or music of any kind, wherever appearing.

1.11 "Rights":

together Broadcast Rights, On-Line Rights, and Mobile Service Rights

1.12 "Territories":

all territories listed in Annex 1.

1.13 "Transmission Means"

Transmission Means shall encompass free or pay television, all technical methods of electronic or optic signal delivery, in analogue or digital. These Transmission Means shall cover signal delivery for fixed and mobile reception via physical conductors or wireless networks or any combination thereof, (such as but not limited to hertzien waves, satellite, cable, optical fibre, telephone lines, xDSL, ADSL, MMDS, power lines, closed circuit broadband, UMTS, DVB-H and DVB-T), either currently existing or as may exist in the future. Transmission Means shall also include all forms and standards of signal display, including HDTV, on all types of screens by whatever norm or standard, including interactive and enhanced television, such as currently in existence or as may be developed in the future.

2. PROMOTION

Without prejudice to the generality of the foregoing, Eurosport SA shall be entitled to include or permit the inclusion of excerpts of the Programmes of a maximum duration of three (3) minutes for the promotion and advertising of the Channels, of the Eurosport's websites or mobile services or for the promotion of the Event(s) on any medium, including but not limited to free-to-air television, motion picture theatres and public places.

3. MUSIC

- 3.1 The Licensor warrants that it has secured all of the necessary music synchronisation rights for musical compositions included in each Programme as delivered to Eurosport SA. The Licensor makes no warranty for any footage or music added by Eurosport SA after receipt from the Licensor.
- 3.2 The Cue Sheet attached at Annex 2 hereto (the "Cue Sheet") shall be completed by the Licensor for all music included in the Programme and shall be delivered to Eurosport SA (to the attention of Philippe Oizillon,

<u>poizillon@eurosport.com</u>) at the same time as the Programme or in the case of a live broadcast, at least three (3) days before the scheduled broadcast.

3.3 In the event that the Cue Sheet is not properly or fully completed, or if it is not delivered prior to or with the Programme, whichever is applicable, Eurosport SA reserves the right, at its discretion, not to broadcast the Programme and to return it without payment. In the event Licensor fails to comply with the above requirement, it shall indemnify and hold Eurosport SA harmless from any third parties claiming music performing rights fees or the equivalent.

4. WITHDRAWAL

- 4.1 The Licensor reserves the right to withdraw any Programme, if the broadcast could:
 - (i) infringe upon the rights of others;
 - (ii) violate any law, order, regulation or ruling;
 - (iii) subject the Licensor to any liability;

subject to the Licensor providing a replacement Programme agreeable to Eurosport SA, unless the Programme has already been broadcast the maximum number of times allowed under this Agreement.

4.2 If the Licensor fails to provide a substitute Programme satisfactory to Eurosport SA, Eurosport SA shall be entitled to a proportionate reduction or refund of the Fee, if applicable.

5. OVERSPILL

Reception of the Channels by satellite or terrestrial broadcast by reason of natural overspill, in areas adjacent to the Territories shall not be considered a breach of this Agreement nor give rise to any additional payments by Eurosport SA to the Licensor.

6. EXCLUSIVITY

With the exception of news access, Licensor shall not use nor grant to any third party any Broadcast Rights or any On-line Rights to the Event(s) for transmission in any part of the Territories on any electronic communication system, cable network, satellite platform or website except for transmission via free to air terrestrial broadcast.

7. DELIVERY OF THE MATERIAL AND/OR ACCESS TO THE SIGNAL

7.1 Delivery of the Material

Where pursuant to this Agreement, the Licensor assigns rights involving delivery of tapes, Licensor shall, at its own expense and risk, copy and ensure punctual delivery of the relevant Material to Eurosport SA (attention: VIDEOTHEQUE Eurosport SA, 3 rue Gaston et René Caudron 92798 Issy-les-Moulineaux Cedex 9, France) as per delivery schedule specified by Eurosport SA.

The Material delivered by Licensor shall be in accordance with Eurosport's Technical Standards, attached hereto as Annex 3. Eurosport SA shall, within a reasonable time following delivery of the Material, notify its acceptance or refusal of such Material. Failing such notice, the Material shall be deemed to be accepted. In the event that Eurosport SA refuses any Material, the Licensor shall immediately upon receiving notice of refusal, deliver the Material in conformity with Annex 3.

Together with the Material, the Licensor shall, at no additional charge, also deliver to Eurosport SA a detailed script in English unless otherwise agreed.

7.2 Access to the Signal

Where pursuant to this Agreement, the Licensor licenses Rights involving the delivery of a live signal, the Licensor shall, at its own expense and risk, provide free access for uplink facilities of the Basic Feed at the venue. Subject to availability of an HDTV signal, upon Eurosport SA's request, Licensor agrees to grant

Eurosport SA access to such signal at no cost, apart from reasonable technical costs that might be requested by the producer of such signal.

The Licensor warrants that the Basic Feed will be in PAL standard and that the quality of the signal delivered will fully comply with state of the art production standards.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Licensor represents and warrants that:
 - (i) it is the sole holder of the Rights, or in the event that Licensor is an agent for or acting on behalf of the Rights holder, that it has legally and contractually secured such Rights for the duration of the Term, and that none of the Rights has been assigned to any third party or is subject to any security interest or is the subject of any existing or threatened legal proceedings;
 - (ii) it will indemnify Eurosport SA and hold it harmless from and against any third party asserting rights or claims with regard to the Programmes or to Eurosport SA's title to or use or enjoyment of the Rights;
 - (iii) it will ensure Eurosport SA's peaceful enjoyment of the Rights against any disturbances, claims, or any other liens and, in particular, the Licensor shall assume full responsibility at its own expense for taking all measures necessary to assert or defend the Rights, as the case may be, in connection with any infringement or piracy or any alleged infringement or piracy, involving the Rights;
 - (iv) that it shall indemnify Eurosport SA against any loss or expense (including legal costs) incurred by Eurosport SA, its parent, affiliate or subsidiary and their respective officers and directors as a result of any breach, act or omission of the Licensor under the terms of this Agreement.

8.2 Eurosport SA warrants:

- (i) that it shall perform all of its obligations hereunder;
- (ii) that it shall indemnify the Licensor against any loss or expense (including legal costs) incurred by the Licensor as a direct result of any material breach of Eurosport SA under the terms of this Agreement. The aforesaid notwithstanding, Eurosport SA shall in no instance be responsible for any lost profits, economic loss, indirect, consequential, incidental or special losses or damages of any kind howsoever caused.
- (iii) that all legal title to the Materials provided by the Licensor shall remain vested in the Licensor, subject only to the Rights granted hereunder. Eurosport SA shall not nor shall it permit any other third party to impair the title of the Licensor or to create any lien or encumbrance or to diminish the Licensor's interest therein by any other means.

9. EARLY TERMINATION

Except as provided in Section 10 below, if for any reason either Party:

- (a) breaches any of its material obligations hereunder and if such situation is not remedied within fifteen (15) days following receipt from the other Party of a registered letter with acknowledgement of receipt requiring the defaulting Party to remedy the same, the Party having given such notice shall be entitled to cancel this Agreement by providing the other Party notice effective immediately upon receipt of same, in which case responsibility for such cancellation shall be exclusively imputed to the defaulting Party, without prejudice to any other rights or remedies of the cancelling Party.
 - (b) makes any assignment for the benefit of its creditors or makes any composition with creditors; or has appointed, or shall be the subject of any notice of a receiver or holding company; or shall be the subject of a voluntary or compulsory liquidation (other than for the purpose of a solvent reconstruction or amalgamation); or is made the subject of any administration order or insolvency procedure or such analogous event; or ceases to carry on business, the other Party shall be entitled to cancel this Agreement by written notice to the other Party effective immediately upon receipt of the same.

10. FORCE MAJEURE

- 10.1 If, due to events beyond the control of either Party, each Party acting reasonably and prudently as supplier of sports rights and broadcaster of sports programming respectively, or due to force majeure as recognised by prevailing case law of the French courts, either Party cannot perform its obligations hereunder on the specified date therefore, the Parties will immediately notify the other Party of such event, and act diligently to mitigate any loss caused by such event in regards to this Agreement. As soon as possible thereafter, the Parties shall enter into immediate negotiations with a view towards agreeing on the basis for continuing performance of this Agreement where possible.
- 10.2 Without prejudice to the other provisions of this Clause 10, should the Force Majeure event continue for more than fifteen (15) days, or in the event that after fifteen (15) days of negotiation the Parties are unable to agree on a basis for continuing performance of this Agreement, either Party may cancel the Agreement by registered letter sent to the other. In such event, the cancellation shall become effective eight (8) days following mailing of such registered letter. All amounts paid by Eurosport SA pursuant to this Agreement, with respect to the Programmes not already broadcast prior to such cancellation becoming effective, shall be refunded. For the avoidance of doubt, neither Party shall be liable to the other or be required to compensate the other by reason of such cancellation.
- 10.3 Should an Event which forms entirely the subject matter of this Agreement be postponed due to a force majeure event to a date subsequent to the one contemplated in this Agreement, and by reason of its programming requirements, Eurosport SA determines that such Event cannot be broadcast at such subsequent time, Eurosport SA shall be entitled to cancel this Agreement by registered letter pursuant to Clause 10.2 above.
- 10.4 If the Rights granted herein consist of more than one Event, cancellation or postponement of any Event or postponement of any Event to a date when it cannot be broadcast, due to a force majeure event, shall not affect the rights and obligations of the Parties to this Agreement with respect to any other Event subject of this Agreement, provided that the amounts payable by Eurosport SA with respect to such Event pursuant to the Specific Terms shall be proportionately reduced.

11. TAX PROVISIONS

11.1 VAT

The Licensor shall honour all tax obligations normally incumbent upon it by reason of its activities pursuant to this Agreement and, in particular, shall pay all VAT for which the Licensor may be liable in France with respect to such obligations.

11.2 Withholding Taxes

Eurosport SA shall be entitled to make all withholdings from any amounts payable to Licensor that it is required to make pursuant to French Law, including any relevant tax treaties in force between Licensor's country of residence and France. Withholdings shall be made at the standard rate unless the Licensor provides Eurosport SA with the relevant certificate proving its tax residency, in which case Eurosport SA shall refrain from making any withholding, or reduce the withholding rate from any amounts payable to the Licensor in accordance with the applicable tax treaties. At Licensor's request, Eurosport SA shall provide the Licensor with the form signed by the French tax authorities showing evidence of payment of said withholding tax by Eurosport SA.

12. ADVERTISING AND SPONSORING

- 12.1 The Licensor hereby authorises Eurosport SA to insert, at its own expense, advertising in appropriate interludes in the Programmes.
- Eurosport SA reserves the right to seek sources of outside financing such as sponsoring or patronage for broadcast of the Programmes.
- 12.3 Licensor shall not, unless otherwise with Eurosport's prior agreement place any virtual advertising on the Basic Feed delivered to Eurosport SA.

- 12.4 All revenues received by Eurosport SA from advertising on, or sponsorship or patronage of Programmes broadcast on the Channels, shall accrue to Eurosport SA exclusively, unless otherwise agreed.
- 12.5 Without prejudice to the foregoing, if any Programme as delivered by the Licensor includes the name of any sponsor or any logos or sponsor credits, Eurosport SA shall not be required to mention the name of such sponsor or to permit the broadcast of any such logos or sponsor credits on the Programme as broadcast on the Channels.

13. MISCELLANEOUS

- This Agreement shall not create any partnership between the Parties hereto. Neither Party shall be entitled to represent or hold itself out in any way as acting on behalf of the other Party.
- 13.2 This Agreement contains the entire agreement between the Parties in respect of the subject matter of this Agreement, and supersedes all prior agreements whether written or oral between the Parties with respect thereto.
- Licensor, which term shall include its successors or assignees, hereby grants Licensee an exclusive right of first negotiation for the Rights in and to the next scheduled Event(s) to be held during the three (3) seasons following expiry of this Agreement. In pursuit of such, the Licensor shall conduct exclusive negotiations with Eurosport SA in respect of the Rights in and to the next scheduled Event(s) for a period of six (6) calendar months immediately prior to the last day of the last Event subject of this Agreement, or on any other mutually agreed date. For the avoidance of doubt, the Licensor shall not conduct negotiations with any third party during such six-month (6) period. Unless the Parties otherwise agree, the Licensor shall further grant Licensee an exclusive right to match any third party offer for the license of the Rights to the next scheduled Event(s) after the expiry of the exclusive negotiation period.

14. APPLICATION OF GENERAL TERMS

These General Terms are binding on the Parties in all respects. In the event of any inconsistency or contradiction between the terms and/or conditions in the Specific Terms and those in these General Terms, the Specific Terms shall prevail.

ANNEX 1

List of the countries in which the Channels can be received

- Albania
- Algeria
- Andorra
- Austria
- Belgium
- Bosnia-Herzegovina
- Bulgaria
- C.I.S.
- Croatia
- Czech Republic
- Cyprus
- Denmark
- Egypt
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Israel
- Italy
- Jordan
- Latvia
- Lebanon
- Libya
- Liechtenstein
- Lithuania
- Luxembourg
- Macedonia
- Malta
- Monaco
- Morocco
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- San Marino
- Serbia and Montenegro
- Slovakia
- Slovenia
- Spain
- Śweden
- Switzerland
- Syria
- Tunisia
- Turkey
- United Kingdom
- Vatican State

ANNEX 2

CUE SHEET FOR MUSIC IN PROGRAMMES SUPPLIED TO EUROSPORT SA

Title	Editor	Composer	Duration

According to the General Conditions of this Agreement, Eurosport SA reserves the right not to broadcast the Programmes supplied under if this Cue Sheet is not properly filled out and furnished to Eurosport SA before the live broadcast or with the tape including the Programme.