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TEAM 2012

THIS DEED (REFERRED TO AS THE "RIGHTS SCHEDULE") DATED [] JUNE 2009 IS MADE SUPPLEMENTAL TO THE TEAM 2012 DEED WITH EFFECTIVE DATE OF 1 APRIL 2009 ENTERED INTO BY THE ATHLETE AND HIS/HER NGB (THE "DEED").

1. Background

1.1 This Rights Schedule is fully enforceable and legally binding and is deemed to be incorporated as part of the Deed. Primarily it varies certain provisions for the benefit of Athletes. It also provides assurances and clarification and in some cases greater detail in relation to the Rights being granted under the Deed.

1.2 In the event of any uncertainty, conflict or ambiguity in relation to the interpretation of any element of this Rights Schedule compared with any element of the Deed, the meaning in this Rights Schedule shall prevail and take precedence.

1.3 The definitions in this Rights Schedule shall have the same meaning as per the Deed unless otherwise stated.

1.4 Other than in instances of termination of the Deed no breach by the Athlete of the Deed (including without limitation a breach by the Athlete giving rise to the Athlete's liability to make an indemnity payment in accordance with clause 4.1.2 of the Deed) shall in any way effect the ongoing binding nature of this Rights Schedule.

1.5 This Rights Schedule shall be governed by and construed in accordance with the laws of England and Wales.

[] ("THE NGB") AND UK SPORT MAKE THE FOLLOWING ASSURANCES TO THE ATHLETE AND REPRESENT AND AGREE THAT THIS RIGHTS SCHEDULE CONFERS THE FOLLOWING RIGHTS AND BENEFITS ON THE ATHLETE:

2. The Scheme Rights

2.1 The Scheme is all about delivering collective rights to Scheme Partners and does not grant individual rights of Athletes or provide personal Athlete endorsement. It will be run, activated and policed in this way.

2.2 The Deed does not automatically grant the Rights to LOCOG's partners and sponsors. These parties must acquire the Rights by contracting with the Scheme and upon the payment of a rights fee. If they do not, then no Rights are granted to them. The Deed is therefore limited in its scope.

2.3 A Scheme Partner is not being granted brand, products or services category exclusivity over an Athlete, just the ability to exercise the Rights and use the Athlete in a Scheme Context only.

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2.4 The Scheme Partners will not be permitted to use the Rights of an Athlete to leverage or promote products or services which fall within the product or service categories of any Existing Agreement of that Athlete or his/her NGB (save in respect of clause 3.7 below.)

2.5 For the sake of clarity, the Presenting Partner will be granted sole rights additional to those granted to Scheme Partners which shall comprise;

- (i) Association rights with the Scheme; "*Team 2012 presented by [x]*"; and
- (ii) Branding rights on the Athlete's clothing for the purposes of making Appearances but only where the Scheme branding is present (and subject to clause 5.5).

2.6 There shall be only one Presenting Partner.

3. Athlete Rights and Definition of Existing Agreements

3.1 Nothing in the Deed is intended to impact upon, restrict or supersede an Athlete's:

- (i) existing personal endorsement and sponsorship arrangements;
- (ii) sponsorship arrangements for his/her NGB; or
- (iii) ability to enter into any such arrangements during the Term of the Deed.

3.2 An Athlete is free to enter into future personal sponsorship arrangements (and arrangements with his/her NGB) including with competitors of a Scheme Partner, provided only that the Rights under the Scheme are made available to the Presenting Partner as set out below. For the avoidance of doubt, there is no other means intended by which the Athlete could derogate from and/or conflict with the rights of the Scheme.

3.3 An Athlete will not be required to deliver Rights (and neither UK Sport nor the NGB will deliver Rights in respect of such Athlete), to a Scheme Partner where:

- (i) the Athlete and/or his/her NGB has an Existing Agreement in place, where rights have been granted to a third party whose brands, products or services may be reasonably deemed to be in competition with a Scheme Partner's principal business sector; or
- (ii) which delivery would otherwise place the Athlete in breach of the Existing Agreement.

3.4 Any new agreement that the Athlete and/or their NGB enters into at anytime during the Term is included in the definition of "Existing Agreement". This will include any new agreement with a competitor of a Scheme Partner (excluding the Presenting Partner to which clauses 3.6 -3.8 inclusive below apply) in their principal business sector: in such circumstances the Athlete will be excluded from providing rights to the Scheme in that business sector. Therefore any Athlete may sign with a competitor and grant the use of his/her Image and agree to carry out promotional activities without restriction. For the avoidance of doubt an exclusion with respect to one Scheme Partner does not extend automatically to all Scheme Partners.

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3.5 The purpose of including Existing Agreements of NGBs as well as those of Athletes is to ensure that an Athlete is not placed in breach of his or her obligations to his or her NGB when delivering Rights under the Scheme.

3.6 For the Presenting Partner the definition of "Existing Agreement" is extended to cover all new agreements that the Athlete and/or their NGB enters into with a potential competitor prior to the Presenting Partner contracting with the Scheme.

3.7 Once a Presenting Partner is in place, the Athlete remains free to sign a deal with a competitor in the Presenting Partner's principal business sector, with the requirement that for a non-exclusive deal (i.e. a deal that does not expressly preclude an Athlete from doing so) the Athlete must carve out the ability to deliver the Rights to the Presenting Partner in his or her new agreement.

3.8 Other than for any Existing Agreements, for any new exclusive deal with a competitor of the Presenting Partner, the Athlete can secure an exclusion from the Scheme for the Presenting Partner's principal business sector if they can demonstrate they have received a bona fide offer. The general terms of the proposed offer would need to be presented for consideration by the BOA (on behalf of NGBs and Team 2012) and the British Athletes Commission (on behalf of the athletes) both of whom would treat this information with strict confidentiality. Provided the offer is bona fide, then such exclusion will not be unreasonably withheld or delayed by Team 2012.

3.9 Where applicable, where such exclusions are introduced, the Scheme Partners (including the Presenting Partner) will be required to cease using the Athlete's Rights, and withdraw any existing published materials containing the Athlete's Image within a reasonable time and no more than four months following the date that the Athlete's new agreement comes into effect.

3.10 Athletes are also permitted to enter into personal sponsorship arrangements with Scheme Partners and the right of approval in the Deed under clause 3.3 is removed.

3.11 For all of the above scenarios, Athletes must notify UK Sport via their NGB in the event they enter into such new arrangements, so they can be taken in to account (and obtain the relevant exclusions) when consideration is given to the presentation of the Rights to Scheme Partners.

4. Use and Approval of Athlete's Image

4.1 Save in relation to reporting on Appearances, where the Athlete's Image is intended to appear in relation to the Scheme, the framework for the use of the Athlete's Image will be that any representation must involve a minimum of four (4) Athletes from a minimum of three (3) different sports in equal prominence.

4.2 Save in relation to reporting on Appearances, if an Athlete is an Olympic or Paralympic medalist then his or her Image must be used in relation to the Scheme in conjunction with Athletes who are non medalists in a minimum ratio of one to three (1: 3).

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4.3 No Scheme Partner will be able to specify or select that a particular Athlete and his/her Image be included when it exercises the Rights save where such Athlete's Image results from and/or is used to report on an Appearance. Otherwise, they will have the right only to request from a predetermined category of athlete (such as Paralympic Medalist, non-Olympian etc); and only specify which sport at a level below Olympian / Paralympian.

4.4 In all the above, an Athlete's Image will not be used disproportionately or with any undue prominence compared to the Images of other Athletes used by a Scheme Partner.

4.5 At no time will an Athlete's Image be used in such a manner as may give rise to derogatory treatment of the Athlete or expose the Athlete to being portrayed as a caricature or to ridicule.

4.6 An Athlete and his/her Image may only be used by a Scheme Partner in relation to one promotional (including marketing and advertising) campaign per year.

4.7 An Athlete's autograph shall not be used or reproduced at any time without the prior approval of the Athlete. In the definition of Athlete's Image, the term 'signature' shall be removed.

4.8 Where an Athlete is subject to an Existing Agreement (as extended above) with a Sports Sponsor (as defined below), no Scheme Partner shall:

- (i) use any action shots (non-posed) or competition footage of the Athlete appearing in sports apparel, sports footwear or sports accessories that are not that of a Sports Sponsor, save for where the Athlete is pictured as a member of Team GB or Paralympics GB as such rights are used by the Scheme Partner under its existing Olympic sponsorship;
- (ii) alter or re-master any images, action shots or footage of the Athlete or his/her Image that it uses in relation to the Scheme in any way that obscures the brand of a Sports Sponsor; or
- (iii) use any images (other than from Appearances) except where the Athlete is depicted in such image in apparel (and footwear and accessories if shown) of a Sports Sponsor. For the avoidance of doubt, an Athlete will not be required to wear clothing or branding on such clothing that will place him/her in breach of an Existing Agreement.

4.9. For the purposes of this Rights Schedule, "Sports Sponsor" shall mean the Athlete's personal sponsor in the sports apparel, sports footwear and sports accessories sector.

4.10 Where appropriate or requested by the Athlete, the prior approval of the Athlete over the use of his/her Image by a Scheme Partner will be obtained by the BOA (as operator of the Scheme), such approval not to be unreasonably withheld. This should be in relation to the actual use and observance of the available protections contained in the Deed and this Rights Schedule (such as, without limitation, to ensure that there is no undue prominence, no inference of a personal endorsement, no conflict with clause 4.8) and shall not relate to approval of the decision to use the Athlete or his/her Image.

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5. Appearances, Athlete Selection and Apparel

5.1 Subject always to the requirement that an Athlete may only be required to make a maximum of three Appearances per year (including those made for the National Lottery), an Athlete may only be used by a Scheme Partner for a maximum of one Appearance per year.

5.2 A Scheme Partner will not be able to specify particular or named Athletes. They will have the right only to request from a predetermined category of athlete (such as Paralympic Medalist, non-Olympian etc); and only specify which sport at a level below Olympian / Paralympian.

5.3 The collective pool of Athletes used by a Scheme Partner in accordance with the exercise of the Rights shall be determined by UK Sport and the BOA (as operator of the Scheme). Selection (and subsequent Appearance requests) shall be made by the BOA taking into account a number of criteria including without limitation, Existing Agreements (as extended at clause 3.4 above), Athlete availability, and Athlete proximity to the location of Appearances.

5.4 A full brief will be provided to the Athlete in advance of each Appearance and initial contact with the Athlete will always be through the NGB to ensure that there is no conflict with his or her performance/training activities or with the rights and benefits recorded in this Rights Schedule. Where appropriate, Athlete representatives will also be consulted in advance of the Appearance being confirmed.

5.5 Where an Athlete and/or his/her NGB is subject to an Existing Agreement (as extended above) which is a sponsorship with a Sports Sponsor and is requested to make an Appearance, the Athlete shall only appear in Formal Wear (as defined below), which may be branded with the Scheme logo and/or Presenting Partner logo. For the avoidance of doubt, if the Athlete is requested to perform an athletic or similar activity at an Appearance for which sports wear is required, the Athlete may only wear/use the apparel, footwear and accessories of the Sports Sponsor for such activity (for the avoidance of doubt, the Athlete will not be required to add any Scheme or Scheme Partner branding to such items).

5.6 The only agreed and permitted exceptions to clause 5.5 are where (i) the Athlete chooses to wear footwear (formal or otherwise) of the Athlete's Sports Sponsor or (ii) where the other party to the Existing Agreement (as extended above) consents in writing.

5.7 For the purposes of clause 5.5, Formal Wear means: jacket/blazer; dress/ suit; formal collared buttoned dress shirt/blouse (excluding any polo or rugby shirts); formal trousers/skirt; wool jumper (excluding sweatshirt or long sleeve T-shirt); neckwear (tie/dress scarf); formal overcoat; formal dress shoes.

6. Reporting on Appearances

An Athlete's Image may be used for reporting on Appearances by a Scheme Partner save that where any materials and content created from such Appearances are intended to be used in a promotional (which shall include marketing or advertising) campaign, the obligation to use four (4) Athletes' Images from three (3) different sports in equal prominence shall apply and where appropriate or requested by the Athlete, the prior approval to use the Athlete's Image must be obtained from the

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Athlete, not to be unreasonably withheld. This approval will be obtained from the Athlete by the BOA (as operator of the Scheme).

7. Term and Post Term

Any Rights granted to a Scheme Partner may only be exercised by a Scheme Partner up to and until 31 March 2013 (the end of the current four year funding period). After the Term, the Rights may only be used for historical purposes and not for commercial purposes by Scheme Partners or other third parties.

8. Athlete Disclosure

The disclosure process is required to ensure that UK Sport is aware of the sectors in which the Athlete has granted rights and so may be excluded from the Scheme. This applies to current and future arrangements. It is acknowledged that confidentiality obligations of Athletes will be and must be observed. The process is simply to ensure the proper running of the Scheme and to protect the Athlete's Existing Agreements. On this basis the Athlete will be deemed to have satisfied the Deed disclosure requirements where the Athlete notifies the NGB and UK Sport of the existence of an Existing Agreement. All information will be held and managed by UK Sport.

9. Athlete Withdrawal

Should an Athlete's Image and/or the creative products from an Appearance (photographs, promotional materials, etc) be shown to have been used without observing the approval procedures and/or be in breach of the contractual protections contained in the Deed and this Rights Schedule, then upon the Athlete's request, he/she will be excluded from carrying out any future obligations and delivering any future Rights to the relevant Scheme Partner; and Rights in respect of that Athlete shall be withdrawn from that Scheme Partner.

10. Indemnity

In the first paragraph of clause 4.1 of the Deed the words 'and/or Scheme Administrator' shall be inserted in the final sentence after the words 'Scheme Partner'.

11. Confidentiality

11.1 In respect of clause 6.1 of the Deed it will not be a breach of confidentiality where the Deed and this Rights Schedule is disclosed by the Athlete to potential personal endorsees or sponsors provided that the Athlete obtains the consent of UK Sport (such consent not to be unreasonably withheld or delayed). For the avoidance of doubt, the Athlete is at liberty to provide copies of the Deed and this Rights Schedule to the Athlete's professional advisors and agents, subject to the provisions of clause 6.1 of the Deed.

11.2 It shall not be a breach of confidentiality where information in the Deed is disclosed by the Athlete and such information is already in the public domain, is trivial, minor or irrelevant, or is disclosed pursuant to a Court Order.

