

APPENDIX 2

SPECIMEN OF BID

This document contains the specimen to which each Bidder must abide in presenting its Bid.

[place, date]	Messrs Lega Nazionale Professionisti Serie A Via Rosellini 4 20124 Milano
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OFFER

FOR THE ACQUISITION OF PACKAGES OF AUDIOVISUAL RIGHTS
RELATED TO COPPA ITALIA AND SUPERCOPPA ITALIANA COMPETITIONS
SEASONS 2018/2019, 2019/2020 AND 2020/2021

Company name:		
Type of business activity (X):	Broadcaster	Intermediary
Proof of Broadcaster license/certification (reference number or approval):		
Registered Address:		
First name, last name and title of the legal representative undersigning this Bid:		

In connection with the Invitation to Private Negotiations issued by Lega Calcio Serie A on 16 July 2018 (“ITPN”), the undersigned company (“Bidder”) hereby submits its Bid for the acquisition of the following Package(s) (fill in type of Package and indicate the consideration offered for each Season).

Country ID	Package Name	Territories	Consideration
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____
			2018/2019 _____ 2019/2020 _____ 2020/2021 _____

Such consideration will be increased by (i) an amount equal to 3,5% for the technical costs related to the supply of the Signal; and (ii) a further amount equal to 0,5% of such consideration for the technical costs related to the supply of additional content. All the above amounts are net of any applicable taxes, deductions, expenses and withholdings, which shall be borne exclusively by the Licensee when awarded a Package(s).

The Bidder represents and warrants that the supporting documents attached to the Bid are true, complete and accurate.

Together with this Bid, the Bidder submits the executed version of the Template of License Agreement.

The Bidder hereby also attaches documentation evidencing the security of its payment obligations as provided for in Clause 7.4 of the Template of License Agreement as follows:

In case of acceptance of a Bid by Lega Calcio Serie A, the applicable License Agreement related to the Package(s) indicated in this Bid will automatically enter into force according to the terms and conditions provided for by the ITPN and with the full acceptance of all the provisions therein, inclusive of the License Terms contained in the executed version of the Template of License Agreement, and shall therefore be immediately effective between the parties.

The Bidder undertakes to maintain a Bid as irrevocable until the later term between 45 days from the date of submission of the relevant Bid and 30 September 2018.

The Bidder acknowledges and confirms that:

- any determination regarding the acceptance of a Bid is left to the evaluation and is subject to acceptance by the competent bodies of Lega Calcio Serie A, which may take action at any time until the later term between 45 days from the date of submission of this Bid and 30 September 2018;
- Lega Calcio Serie A has the right to cancel the ITPN at any time, and nothing will be due to the Bidders for any reason whatsoever; the publication of the ITPN and the receipt of the Bids neither give rise to any obligation on Lega Calcio Serie A to sell to the Bidders nor confer any right to obtain any performance from Lega Calcio Serie A or from its associates, officers, employees or consultants.

Date:	
Place:	
First name, Last name:	

In its capacity of:	
Legible signature:	

This Bid integrates all terms and conditions set forth in the ITPN, which are referred to *per relationem*. In case one or more Package(s) has been awarded to the Bidder, the Bidder, pursuant to Articles 1341 and 1342 of the Italian Civil Code, specifically confirms its declaration to have evaluated, approved, and therefore to expressly consent to the contents of the following paragraphs of the Template of License Agreement, published at the same time as this ITPN: 4.1 (License Agreement), 4.2.1 (Territory), 5.1 (Scope of Exclusivity), 5.2 (Reserved Rights), 5.3 (Reserved Rights of the Clubs and of Lega), 5.4 (Lega rights with regard to the programming of the Matches and to the format of the Competitions), 6. (Sub-licensing), 7.3 (Payment Schedule), 7.4 (Financial Security), 9.1 (Licensee's Obligations), 9.2 (Minimum Broadcast Obligations), 9.3. (Other Licensee's Obligations), 9.5 (Limited Use of Marks), 9.6 (Advertising), 9.7 (Territorial Protection and Anti-Piracy), 9.11 (Term and Termination), 10.2 (No Warranties or Representations), 10.4 (Costs and Expenses), 10.5 (Confidentiality), 10.6 (Intellectual Property), 10.7 (Amendments), 10.8 (Voidness or Voidability of License Agreement Provisions), 10.9 (Assignability of the License Agreement by Lega Calcio Serie A), 10.10 (Governing Law and Jurisdiction).

Legible signature:	
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