

**POOL/PARI MUTUEL BETTING
DATA LICENCE AGREEMENT
(NOT SINGLE COUNTRY POOLS)
SEASON 2011/2012**



EXPLANATORY NOTE

This Agreement is for Pool/Pari Mutuel Betting operators.

This Agreement governs the use of fixtures lists and player and/or match data from football matches in the applicable league and cup competitions organised by The Premier League, The Football League, The Scottish Premier League and The Scottish Football League.

The Agreement gives the operator the right to use fixtures lists, player and/or match data (from the selected league(s)) for its own pool/pari mutuel betting service and for use in advertising and promotional materials relating to that pool/pari mutuel betting service.

This Agreement does not permit an operator to use fixtures lists, player and/or match data for a pool/pari mutuel betting service that is offered and/or marketed only to the residents of a single country (other than the UK).

Operators that provide fixed odds football betting, spread betting, bet exchanges (or single country pool/pari mutuel betting services) require a separate agreement that can be supplied upon request.

This Agreement is not valid unless the appropriate paragraphs in Sections 1 and 2 have been completed, the Agreement has been signed by both the parties and the fees have been paid.

This explanatory note does not form part of the Agreement between the parties and is to be used as an aid to understanding the substance of the Agreement only. Please contact Football DataCo if you require any further information.

**POOL/PARI MUTUEL BETTING
DATA LICENCE AGREEMENT
SINGLE SEASON 2011/2012
(NOT SINGLE COUNTRY POOLS)**



DATE OF AGREEMENT / / 2011

SECTION 1 – COMPANY DETAILS

PARTIES

(1) **FOOTBALL DATACO LIMITED** (Company Number 4210887) whose registered office is at 30 Gloucester Place, London W1U 8PL **(DataCo)**

(2) **Please complete your details in CAPITALS**

Name of Company:

Registered Office:

Company Number:

(Licensee)

SECTION 2 - SPECIAL CONDITIONS OF CONTRACT

The following terms and definitions are the Special Conditions referred to in the Agreement:

1. Listed Pool/Pari Mutuel Betting Service Please provide details of the Listed Pool/Pari Mutuel Betting Service	Identifying Name:	
	Platform (printed-paper, online, interactive TV or other, please specify):	
	Contact Name & Details:	
2. Licensed Data Please select the applicable Data used in the Listed Pool/Pari Mutuel Betting Service.	Fixtures List	
	Player Data	
	Match Data	
3. League(s) Used Please select the League(s) whose data is used in the Listed Pool/Pari Mutuel Betting Service.	The Premier League	
	The Football League (please specify divisions)	
	The Scottish Premier League	
	The Scottish Football League (please specify divisions)	
4. Approved Supplier Who will supply the Licensed Data to you?	Name of Company:	
	Address:	
5. Pool/Pari Mutuel Betting Are you able to identify those bets placed on League football matches.	Yes, I can identify bets on League football matches.	
	No, I cannot identify bets on League football matches.	

By signing below DataCo and the Licensee confirm that they have read and agree to the content of Section 1 and 2, the attached Schedule and General Conditions (together the "Agreement")	
Signed by a duly authorised signatory for and on behalf of	Signed by a duly authorised signatory for and on behalf of
Football DataCo Limited	Company:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SECTION 3 - GENERAL CONDITIONS OF CONTRACT

Introduction

- (A) DataCo has the right to grant third parties the right to Reproduce the Data.
- (B) The Licensee wishes to Reproduce Licensed Data in the course of its business for the purpose of inviting, accepting and settling Pool/Pari Mutuel Bets and for use in its own advertising and promotional materials.
- (C) DataCo is willing to grant to the Licensee the right to Reproduce the Licensed Data on the terms and conditions of this Agreement.

It is agreed

1 Definitions

1.1 In this agreement (**Agreement**) the following words shall have the following meanings:

Advance means subject to clause 7.2, the non-refundable amounts payable by the Licensee to DataCo in accordance with the provisions of schedule 1 as an advance against Royalties

Approved Supplier means a supplier which has the appropriate licence and permissions from the League(s) to supply and distribute the Licensed Data to third parties

Branded Skin means the provision of Pool/Pari Mutuel Betting Services to a third party website in a manner that (i) re-brands the Licensee's own Pool/Pari Mutuel Betting Service to appear as the Pool/Pari Mutuel Betting Services of the third party website owner; and (ii) where the customer is transacting with an entity other than the Licensee. For the avoidance of doubt, a Traffic Driver is not a Branded Skin

Change of Control means where "control" (as defined in s.840 of the Income and Corporation Taxes Act 1988 as amended) of a party is acquired by a single person (or a number of persons acting in concert) other than the person or persons who control that party at the date of this Agreement

Club(s) means the football clubs that are members of the League(s)

Code of Practice means the current code of practice agreed from time to time between the Remote Gambling Association (RGA) and the Association of British Bookmakers (ABB), other bookmakers and DataCo governing the acceptance of bets on Matches

Competition Logo(s) means a representation of the logo used by the League(s) in connection with the applicable league and cup competitions organised by them or such other logo as may replace it from time to time. The Competition Logos used as at the date of this Agreement are set out in schedule 2

Competition Name(s) means the official sponsored names from time to time of the applicable league and cup competitions organised by the League(s), available on request from DataCo

Customer means any person or entity that places a Pool/Pari Mutuel Bet

Data means the Fixtures List, the Player Data and the Match Data. Any reference to Data includes any part of it

Event of Insolvency means that the Licensee becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or a winding-up petition is presented in respect of the Licensee; or the Licensee enters into liquidation whether compulsory or voluntary (save for the purposes of a solvent reconstruction or amalgamation); or a provisional liquidator is appointed in respect of the Licensee; or notice of intention to appoint an administrator is filed at Court or an application for an administration order is issued by the Court in respect of the Licensee; or an administrator, administrative receiver, receiver or manager is appointed in respect of the whole or any part of the Licensee's assets; or the Licensee proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or any other steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the Licensee; or the Licensee is subject to an event analogous to any of the above in any other jurisdiction

Expiry Date means 1 June 2012

Fixtures List means the lists of Matches played or to be played during the Season of the League(s) selected by the Licensee in paragraph 3 of the Special Conditions. A reference to the Fixtures Lists includes any part of them and any alterations or additions made to them by the League(s) during the Term

Gross Profits means Gross Stakes levied minus winnings paid out in respect of those Gross Stakes only

Gross Stakes means all money (or monies worth) receivable by the Licensee from its Customers in respect of a Pool/Pari Mutuel Bet placed during the Term using the Listed Pool/Pari Mutuel Betting Service but shall not include any service or administration charges

In Running means during the progress of the applicable Match and includes, without limitation, any half time period, any period of extra time and/or penalties, the period between full time and the start of extra time, the half time period between periods of extra time and the period between full time and the start of penalties

Intellectual Property Rights means any patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world

League(s) means any or all of The Football Association Premier League Limited, The Football League Limited, The Scottish Premier League Limited, and The Scottish Football League as selected by the Licensee in paragraph 3 of the Special Conditions

Licensed Data means those items of the Data indicated by the Licensee in paragraph 2 and 3 of the Special Conditions as being Data it will use under the terms of the Agreement. Licensed Data shall include any alterations and additions made by the owners of the Intellectual Property Rights in the Licensed Data during the Term. References to Licensed Data shall include any part of it

Listed Pool/Pari Mutuel Betting Service means a Pool/Pari Mutuel Betting Service owned and/or operated by or on behalf of the Licensee full details of which are set out in paragraph 1 of the Special Conditions. Such term expressly excludes any licensed bookmakers' offices

Live Match means a Match which is televised anywhere in the world in full and simultaneously with the playing of the Match

Logo means any trade mark, badge, insignia or logo owned or utilised by a League, a Club, DataCo or any football authority, but excluding the Competition Logo(s) and Competition Name(s)

Match means a professional football match played or to be played under the auspices of one of the League(s)

Match Data means any football data (excluding the Fixtures List and Player Data) that relates to Matches

Nominated Date means each of 30th September; 31st December; 31st March and 30th June during the Term

Nominated Period means the period between consecutive Nominated Dates or such shorter period, which shall run: (a) from the commencement of this Agreement to the next Nominated Date; (b) from the last Nominated Date within the Term to the Expiry Date; or (c) if the Agreement is terminated before the Expiry Date, from the last Nominated Date before termination until the date the termination is effective

Non-Player Bet means any Pool/Pari Mutuel Bet that is not a Player Bet

Player Bet means any Pool/Pari Mutuel Bet, which is offered or made in respect of or by reference to an individual football player, or players that participate in Matches

Player Data means any data (excluding the Fixtures Lists and Match Data) that relates to an individual football player or players actions during Matches

Pool/Pari Mutuel Bets means all pool bets (as defined by s.12 of the Gambling Act 2005 as amended) received by the Licensee in respect of Matches organised by the League(s) or otherwise in relation to the Fixtures List or any player(s) but by way of example and not limitation excludes any fixed odds betting, spread betting and any betting via bet exchanges. **Pool/Pari Mutuel Betting** shall be construed accordingly

Pool/Pari Mutuel Betting Service means a service that offers Pool/Pari Mutuel Betting to Customers

Pre-Match means the period before the applicable Match is in progress.

Related Organisation means (i) any company which is a subsidiary company of the Licensee or the ultimate holding company of the Licensee from time to time; and (ii) any company in which any such holding or subsidiary company holds 10% or more of the equity share capital. The terms "subsidiary" and "holding company" have the meanings given to them in s.1159 of the Companies Act 2006

Reproduce means to use, copy, publish, distribute or communicate. **Reproduction** shall be construed accordingly

Royalty means those non-refundable payments to be paid by the Licensee to DataCo and calculated in accordance with the provisions of schedule 1. **Royalties** shall be construed accordingly

Royalty Report means a certificate (in the format set out in schedule 3) signed by a qualified accountant

Season means the Matches scheduled to be played during the 2011/2012 season of the league and cup competitions organised by the League(s) commencing with the first scheduled Match and ending with the last scheduled Match but including any extension of that season arranged by the applicable League to accommodate postponed or re-arranged Matches

Special Conditions means the conditions set out on page 2 of the Agreement.

Term means the period commencing on the date this Agreement is signed and, ending on the Expiry Date or such earlier date where the Agreement has been terminated in accordance with clause 7 (Termination)

Territory means the world

Traffic Driver means a link to a principal website hosted on another site so that a consumer who 'clicks through' that link actually passes to the principal website and transacts with the principal website

Unlicensed Data means any of the Fixtures List, the Player Data or the Match Data that are not selected by the Licensee in paragraph 2 and 3 of the Special Conditions

Unlisted Pool/Pari Mutuel Betting Service means any Pool/Pari Mutuel Betting Service whose full details are not set out in paragraph 1 of the Special Conditions or any other pool/pari mutuel betting service not owned and/or operated by or on behalf of the Licensee

1.2 In addition in this Agreement:

- (a) the schedules to this Agreement form part of the Agreement and any reference to the Agreement includes them;
- (b) words in the singular include the plural and vice versa and words of any gender include every other gender and references to legal persons shall include natural persons and vice versa; and
- (c) the headings and contents table are inserted for convenience only and shall be ignored in the interpretation of this Agreement.

2 Grant of rights

2.1 In consideration of the Advance and Royalties and subject to and conditional upon the performance and observance by the Licensee of all the obligations, warranties and undertakings of the Licensee contained in this Agreement, DataCo grants to the Licensee the non-exclusive right in the Territory during the Term:

- (a) subject to clause 4.2, to Reproduce the Licensed Data for the purpose of inviting, accepting and settling Pool/Pari Mutuel Bets via the Listed Pool/Pari Mutuel Betting Service; and
- (b) subject to clauses 6.1(d) and 6.1(e), to Reproduce the Licensed Data in its own advertisements and promotional materials relating to the Listed Pool/Pari Mutuel Betting Service.

2.2 For the avoidance of doubt the Licensee acknowledges and agrees that it shall not have the right to Reproduce the Licensed Data for use in any Listed Pool/Pari Mutuel Betting Service that is offered and/or marketed only to the residents of a single country (other than the UK). By way of example and without limitation, the Licensee shall not have the right to Reproduce the Licensed Data in a Listed Pool/Pari Mutuel Betting Service that is offered and/or marketed only to the residents of Mauritius, but shall have the right to Reproduce the Licensed Data in a Listed

Pool/Pari Mutuel Betting Service that is offered and/or marketed to the residents of Mauritius and one or more other countries.

2.3 All rights not expressly granted to the Licensee are hereby reserved to DataCo including (by way of example and not limitation) any rights to Reproduce the Licensed Data in licensed bookmakers' offices or in connection with any fixed odds betting, spread betting or betting exchange.

2.4 DataCo and the League(s) shall not be liable for any errors or omissions in the Licensed Data.

3 Supply of Licensed Data

3.1 The Licensee shall acquire the Licensed Data from the Approved Supplier set out at paragraph 4 of the Special Conditions.

3.2 The Licensee shall not use any Licensed Data or Unlicensed Data which has not been obtained from an Approved Supplier.

4 Restrictions

4.1 Except as authorised by this Agreement, the Licensee shall not (nor authorise or permit any third party to) Reproduce, record, store in a retrieval system, incorporate into a database or transmit any Data in any form or by any means (whether now or hereafter invented) without the prior written permission of DataCo.

4.2 The Licensee may only Reproduce the Licensed Data for the purpose of promoting, inviting, taking or settling a Pool/Pari Mutuel Bet (via the Listed Pool/Pari Mutuel Betting Service) on the result of a single Match where:

- (a) that single Match is a Live Match; and/or
- (b) the Licensee complies at all times with the Code of Practice.

4.3 This Agreement is specific to the individual Licensee and may not be assigned, sub-licensed or otherwise shared with any third party, including, but not by way of limitation, any Related Organisation.

4.4 The Licensee shall not (nor authorise or permit any third party to) Reproduce the Licensed Data in connection with any Unlisted Pool/Pari Mutuel Betting Services nor otherwise accept or settle Pool/Pari Mutuel Bets through any Unlisted Pool/Pari Mutuel Betting Service.

4.5 The Licensee shall not use, Reproduce, record, store in a retrieval system, incorporate into a database or transmit any Unlicensed Data.

4.6 Each separate business or entity (including, but not limited to any marketing entity or Related Organisation) that operates or markets a Pool/Pari Mutuel Betting Service requires a separate agreement. For this purpose websites used as Traffic Drivers shall not constitute separate entities and will not require a separate agreement. Branded Skins shall constitute a separate entity and will require a separate agreement.

5 Intellectual Property

5.1 The Licensee acknowledges that such Intellectual Property Rights as may exist in the Licensed Data belong to the respective League(s) (or the League(s) and other third party owners (**Part Owners**) as applicable).

5.2 The Licensee shall not claim or assert any Intellectual Property Rights in the Licensed Data.

5.3 The Licensee hereby transfers to DataCo by way of future assignment all Intellectual Property Rights in and to the Data which may for whatever reason become vested in the Licensee and the Licensee agrees, if and whenever required to do so by DataCo, to promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to DataCo absolutely and with full title guarantee.

5.4 The Licensee shall not by any act or omission impair or prejudice the Intellectual Property Rights in the Licensed Data or violate any moral right or deal with the Licensed Data so that any third party might obtain any lien or other right of whatever nature incompatible with the rights of DataCo, the League(s) and/or any Part Owner.

5.5 The Licensee shall ensure that whenever it Reproduces the Licensed Data this Reproduction is accompanied in each case by the following notice and acknowledgement:

"Copyright © and Database Right 2010 The Football Association Premier League Ltd / The Football League Ltd / The Scottish Premier League Ltd / The Scottish Football League / Football DataCo Limited/ PA Sport (UK) Limited. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted in any way or by any means, (including photocopying, recording or storing it in any medium by electronic means) without the written permission of the copyright/database right owner. Applications for written permission should be addressed c/o Football DataCo Ltd, 30 Gloucester Place, London W1U 8PL."

However, DataCo may consent in writing to the Licensee using the following short form notice instead:

"Reproduced under licence from Football DataCo Limited. All rights reserved. Licence number [to be advised]"

- 5.6 The Licensee shall in all respects co-operate fully with DataCo and/or any third party as DataCo may direct, at DataCo's reasonable expense, both during and after the Term in protecting and maintaining the Intellectual Property Rights in the Licensed Data.
- 5.7 The Licensee shall promptly notify DataCo of any suspected infringement of the Intellectual Property Rights in the Data which comes to its notice during the Term.
- 5.8 The Licensee shall not replicate or use any Logo without the prior written consent of the appropriate owner of such a Logo.

6 Rights and obligations of the Licensee

6.1 The Licensee:

- (a) shall pay the Advance and Royalty in the amounts and on the dates set out in schedule 1;
- (b) shall prepare and submit Royalty Reports to DataCo in accordance with schedule 1;
- (c) agrees that save to the extent to which such information comes within the public domain through no fault of the Licensee, it shall keep the terms of this Agreement and DataCo's financial and other affairs confidential and shall not disclose the same other than as required by law;
- (d) shall ensure that the Listed Pool/Pari Mutuel Betting Service and all items containing the Licensed Data shall comply with all relevant applicable laws and regulations;
- (e) shall ensure that the Listed Pool/Pari Mutuel Betting Services and all items containing the Licensed Data do not contain (in the opinion of DataCo acting reasonably) any statement, comment or other material (including, without limitation any advertising material) that:
- (i) incorporates pornographic material;
- (ii) uses foul language or blasphemy, is libellous, offensive, obscene or otherwise unlawful;
- (iii) promotes or offers any unauthorised audio, visual or audio visual material of a Match;
- (iv) claims or suggests any endorsement, authorisation or approval by DataCo, any Club, League, or football player where no such endorsement exists; and/or
- (v) is of a type which shall or may damage the goodwill or business of DataCo and/or the Leagues and/or the Clubs, their employees or commercial partners

AND shall remove any such statement, comment or other material (including, without limitation any third party advertising material) as soon as reasonably practicable following written notice from DataCo to do so;

- (f) shall ensure that every Reproduction of the Fixture List reproduces (in a reasonably proximate position) the applicable Competition Logo(s);
- (g) shall promptly upon request, provide to DataCo a copy of any item of Licensed Data and access to the Listed Pool/Pari Mutuel Betting Service. Such access shall be unrestricted and free of charge;
- (h) shall indemnify and keep indemnified DataCo, the League(s), the Clubs and any Part Owner fully and effectively against any and all costs, expenses, losses and prejudice suffered by them arising directly or

indirectly as a result of any breach of the terms of this Agreement by the Licensee, its employees, agents or subcontractors; and

- (i) shall not Reproduce any photographs from Matches (or any other material owned or controlled by the League(s)) unless it has obtained the appropriate license or consents to do so.

6.2 In the event of any proposed Change of Control of the Licensee, the Licensee shall, prior to the execution of any legally binding agreement which gives effect to such Change of Control or any part of it, notify DataCo in writing giving full particulars of such Change of Control.

7 Termination

7.1 DataCo shall have the right to terminate the Agreement immediately by written notice to the Licensee in the event that:

- (a) the Licensee undergoes a Change of Control;
- (b) the Licensee is in breach of the Agreement and such breach is incapable of remedy;
- (c) the Licensee fails to remedy any breach of this Agreement which is capable of remedy within 14 days of being given notice to do so by DataCo;
- (d) an Event of Insolvency occurs;
- (e) the Licensee ceases to hold all necessary authorisations, agreements and permits (including, but not limited to any Pool/Pari Mutuel Promoters permit) it being the Licensee's duty to promptly notify DataCo of such cessation occurring;
- (f) the Licensee fails to comply with any of the provisions of this Agreement regarding Intellectual Property Rights or if the Licensee or any Related Organisation infringes the Intellectual Property Rights in the Licensed Data; and/or
- (g) any League(s) removes or restricts DataCo's right to grant licenses to use and/or Reproduce the Licensed Data.

7.2 If the Agreement is terminated in accordance with clause 7.1(g) DataCo shall refund the Licensee a pro-rated proportion of the Advance for the period from the effective date of the termination to the Expiry Date.

7.3 On the termination or expiry of this Agreement:

- (a) all rights of the Licensee under this Agreement shall terminate immediately;
- (b) the Licensee shall cease to Reproduce the Licensed Data or any part of it immediately; and
- (c) the Licensee shall account to DataCo within 30 days of the effective date of termination for all Royalties payable by the issue to DataCo of a Royalty Report confirming the amount of Operator Income received by the Licensee in respect of the period since the last Nominated Date.

8 General Provisions

8.1 This Agreement constitutes the whole agreement between the parties relating to this subject matter and supersedes any previous agreements, drafts, undertakings, representations and arrangements whether written or oral relating to this subject matter.

8.2 This Agreement may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

8.3 No failure or forbearance of either party to exercise any right conferred or to enforce any obligation imposed by this Agreement shall be deemed to be a waiver of any such right or obligation nor operate so as to bar or limit the exercise or enforcement thereof at any time thereafter.

8.4 This Agreement is governed by and shall be interpreted in accordance with English law and the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

SECTION 4 – SCHEDULES

Schedule 1

Advance & Royalties

1 Advance

1.1 Immediately following signature of this Agreement, the Licensee shall make the following payments to DataCo as non refundable advances against Royalties:

- (a) 50% of the Royalties paid to DataCo in respect of the previous Season; or
- (b) where it is the Licensee's first year of trading, 50% of the Licensee's reasonable bona fide estimate of the amount of Royalty that will be payable in respect of the proceeding twelve month period or £500 (whichever is the greater).

2 Royalties

2.1 Subject to paragraph 2.2 of schedule 1, on each Nominated Date (and the Expiry Date) the Licensee shall pay to DataCo a Royalty on each Pool/Pari Mutuel Bet taken by the Licensee during the proceeding Nominated Period. The Royalty on each Pool/Pari Mutuel Bet shall be calculated on the following basis:

	Pre-Match	In Running
Non-Player Bet	5% of the Licensee's Gross Profit in respect of such Pool/Pari Mutuel Bet	7% of the Licensee's Gross Profit in respect of such Pool/Pari Mutuel Bet
Player Bet	7% of the Licensee's Gross Profit in respect of such Pool/Pari Mutuel Bet	9% of the Licensee's Gross Profit in respect of such Pool/Pari Mutuel Bet

2.2 Provided that the Licensee has paid the Advance in accordance with paragraph 1.1 of schedule 1, the Licensee shall not begin paying Royalties until the amount of Royalties accumulated exceeds the amount of the Advance.

2.3 Unless otherwise agreed in writing, the Licensee shall send to DataCo on each Nominated Date a Royalty Report confirming the amount of Gross Profit received by the Licensee in respect of all Pool/Pari Mutuel Bets received via its Listed Pool/Pari Mutuel Betting Service for each preceding Nominated Period together with any Royalty due to DataCo in respect of the preceding Nominated Period. The Royalty Report to be sent on 30th June shall be accompanied by written confirmation from the Licensee's accountants that the Royalty Reports submitted in the previous 12 months are accurate and complete.

2.4 During the Term and for a period of 5 years afterwards the Licensee shall keep full proper and up to date records relating to Pool/Pari Mutuel Bets accepted and settled and shall allow DataCo no more than once in each calendar year to carry out a full audit of the Licensee's accounts and records on reasonable notice. Such audit and review shall be carried out at DataCo's cost unless it discloses under-reporting by the Licensee resulting in underpayment in excess of 3% in any Nominated Period and in such event the costs shall be paid by the Licensee together with payment of the outstanding amount plus interest from day to day at the annual rate of 5% above the base rate from time to time of Barclays Bank plc from the date such underpayment is discovered up to and including the date the payment is received, both before and after judgement.

2.5 The Licensee shall promptly upon request notify DataCo of the dates of its financial year.

3 General

3.1 In the event that any sums due under this Agreement are not paid within 7 (seven) days of the due date then without prejudice to DataCo's other rights and remedies such sums shall bear interest from day to day at the annual rate of 5% above the base rate from time to time of Barclays Bank plc from the date such payment is due up to and including the date the payment is received, both before and after judgement.

3.2 All payments shall be made in the relevant currency, which shall be UK Pounds Sterling unless otherwise stated.

3.3 All payments stated are exclusive of VAT, which shall be paid as required by law.

Competition Logos

The Premier League



The Football League



The Scottish Premier League



The Scottish Football League



Schedule 3
Royalty Report

Nominated Period: From **[date]** to **[date]**
FROM: _____
TO: Football DataCo Limited

ROYALTIES PAYABLE IN RESPECT OF THE NOMINATED PERIOD

All Pool/Pari Mutuel Betting

Gross Stakes from all Pool/Pari Mutuel Bets	£.....
Less Winnings paid out in respect of those Pool/Pari Mutuel Bets	£.....
GROSS PROFIT ON ALL POOL/PARI MUTUEL BETS	£.....

Pool/Pari Mutuel Bets made Pre-Match

GROSS PROFIT ON NON-PLAYER BETS	£.....
Royalty @ 5%	£.....
GROSS PROFIT ON PLAYER BETS	£.....
Royalty @ 7%	£.....

Pool/Pari Mutuel Bets made In Running

GROSS PROFIT ON NON-PLAYER BETS	£.....
Royalty @ 7%	£.....
GROSS PROFIT ON PLAYER BETS	£.....
Royalty @ 9%	£.....

TOTAL GROSS ROYALTY DUE	£.....
Less ADVANCE PAID	£.....
TOTAL (PAYMENT ENCLOSED)	£.....

I Certify on behalf of the Licensee that this Royalty Report is true and correct:

SIGNED:	DATE:
NAME:	STATUS: