

# Hosting Agreement

between

1. FIBA Europe Properties GmbH, Ismaninger Strasse 21, 81675 Munich, Germany, represented by its Managing Director Monika Puchner

– "FEP" –

and

2. Latvian Basketball Association, CC Domina Ieriku street 3 C-2 602, LV-1084 Riga, Latvia, represented by its President Raimonds Vejonis and General Secretary Kaspars Cipruss

– "Federation" –

FEP and the Federation are hereinafter also referred to individually as "**Party**" and jointly as "**Parties**".

## Preamble

1. FIBA Europe e. V., Ismaninger Strasse 21, 81675 Munich, Germany ("**FIBA Europe**") is the governing body for the sport of basketball in Europe and is the exclusive owner of all hosting, media and commercial rights relating to FIBA EuroBasket 2025 (the "**Event**").
2. FIBA Europe has licensed all media and commercial exploitation rights relating to the Event, with the right to sublicense any or all of said rights, to FEP.
3. On the occasion of the meeting of the Board of FIBA Europe in Munich on 29 March 2022, the Board of FIBA Europe awarded hosting rights to the Event and the organization thereof to the Federation.

Now, therefore, the Parties enter into this agreement including all of its provisions and annexes (altogether "**Hosting Agreement**") to provide for the respective rights and obligations relating to the Event of each Party as follows:

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**Article 1 – Award and Acceptance of Hosting FIBA EuroBasket 2025**

1. FIBA Europe has awarded to the Federation, and the Federation herewith accepts to partly host and organize the Event as stipulated in this Hosting Agreement ("**Hosting of the Event**") as **a Group and Final Phase Host**
2. The Federation explicitly accepts and agrees to the partial hosting of the Event (Group and Final Phase) in accordance with the following documents (the "**Documents**"):
  - a. the general bye-laws of the Fédération Internationale de Basketball/FIBA, with headquarters in Mies, Switzerland ("**FIBA Worldwide**") and FIBA Europe, both as amended from time to time,
  - b. the official basketball rules and the internal regulations of FIBA Worldwide and FIBA Europe, both as amended from time to time,
  - c. the Bid Book for the Event submitted to the Federation on 29 May 2020 including its annexes and any other relevant documents distributed by FIBA Europe in this regard (the "**Bid Book**"),
  - d. the Federation's bid dossier submitted to FIBA Europe on 31 August 2021 (the "**Bid Dossier**"),
  - e. the Event Manual, created by FIBA Europe in accordance with the Bid Book and submitted to the Federation on 29 May 2020 including its annexes and any other relevant documents distributed by FIBA Europe in this regard and as amended by FIBA Europe from time to time, always at FIBA Europe's reasonable discretion, and
  - f. all annexes to this Hosting Agreement.
3. The Documents shall form an integral part of this Hosting Agreement. In case of contradictions among any of the Documents listed in Article 1 para. 2 above, the Document ranked higher shall prevail. The Federation agrees that FIBA Worldwide and FIBA Europe shall be entitled to change or amend any of the Documents at their reasonable discretion in order to bring the Documents in line with any developments, in particular relating to the Event. The Federation acknowledges and accepts that such amendments may be necessary to ensure the successful commercial exploitation and organization of the Event and agrees not to oppose such amendments.
4. The Federation shall be held fully responsible (including financially) for the proper fulfilment of its obligations resulting from this Hosting Agreement and the Documents.

**Article 2 – Local Organizing Committee**

1. For the purpose of the partial (Group and Final Phase) hosting of the Event, the Federation may create, by 30 September 2022 at the latest, a Local Organizing Committee in the form of a limited liability company ("**LOC**") which may become responsible for performing some or all tasks of the Federation under this Hosting Agreement and the Documents. The Federation shall be responsible for composing the LOC in a manner allowing the LOC to take final and binding decisions in all aspects of the performance of this Hosting Agreement and also on the

Federation's behalf. If such an LOC has not been created by 30 September 2022 and if not agreed otherwise in writing, all obligations and responsibilities arising from the Hosting Agreement shall solely remain with the Federation.

2. The Parties agree that, if created by the Federation in due time and in accordance with Article 2 para. 1, the LOC shall become an additional party to this Hosting Agreement by then counter-signing a copy of this Hosting Agreement, which shall, however, not limit the Federation's rights and obligations in any way.
3. The LOC shall then also be referred to as a "**Party**", and the Federation and the LOC shall then be jointly and severally liable for any of the Federation's obligations under this Hosting Agreement.

### Article 3 – Venue(s)

1. The Federation shall provide the venue(s) as proposed in the Bid Dossier free of charge for the partial (Group and Final Phase) hosting of the Event ("**Venue(s)**").
2. The Federation guarantees that the Venue(s) is/are already finished, operational and ready for test international basketball matches (dates of such matches to be agreed between the Parties in due time).
3. The Parties acknowledge and the Federation guarantees that in case (i) FIBA Europe reasonably requests in accordance with the Bid Book and/or the Bid Dossier, or (ii) the Federation or the owner/operator of the Venue wishes to do, any construction works, changes, refurbishments of or installations in the Venue(s) (the "**Changes of the Venue(s)**"), all such Changes of the Venue(s) shall be effected with FIBA Europe's prior written approval only and shall properly be finished on or before the agreed deadline.
4. The operational status of the Venue(s) shall be approved in the course of (a) inspection(s) by FIBA Europe.

### Article 4 – Payments and Payment Schedule

1. In accordance with the Bid Book, the Federation shall pay to FEP the sums set out in **Annex 1** on the respective due dates. Any payments to FEP shall be made net of any deductions, taxes or bank charges by bank to bank transfer to the following account of FEP:

UniCredit Bank AG  
SWIFT address: HY VE DE MM  
IBAN: DE 59 7002 0270 0658 5524 49

### Article 5 – Right of Withdrawal

1. FEP shall have the right to withdraw from this Hosting Agreement, in whole or in parts, if one of the conditions stated below in this Article 5 para. 1 lit. a. to e. occurs:
  - a. The Federation, after an unsuccessful warning by FEP, still fails to comply with any of its material obligations under this Hosting Agreement and/or the Documents, in particular with its financial obligations.

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- b. Any inspection according to Article 3 para. 4 is refused by the Federation for whatever reason.
  - c. Any Changes of the Venue(s) have been effected without FIBA Europe's prior written approval and/or are not properly finished to FIBA Europe's satisfaction on or before the agreed deadline.
  - d. The Venue(s) is/are not in accordance with the Bid Book, the Bid Dossier and/or the Event Manual.
  - e. According to the reasonable evaluation of both FIBA Worldwide and FIBA Europe, the Federation will be prevented from properly hosting the Group and Final Phase of the Event in accordance with this Hosting Agreement and the Documents due to force majeure (e.g. unstable political and/or security situation in the nation of the Federation according to the evaluation of the foreign offices of at least four member federations of FIBA Europe., other unstable and insecure conditions, natural disaster).
2. The right of withdrawal shall be exercised in writing and at its sole discretion within six weeks after FEP has gained knowledge of its right of withdrawal.

**Article 6 – Consequences in Case of Withdrawal from or Renouncing the Event**

1. If FEP makes use of its right of withdrawal according to Article 5 para. 1 lit. a. – d., or if the Federation renounces the partial (Group and Final Phase) hosting of the Event according to this Hosting Agreement and the Documents for any reason beyond force majeure, the Federation shall nevertheless remain obligated to make any and all payments as agreed in this Hosting Agreement. In such a case, the payments due under this Hosting Agreement, including the payment of the deposit shall be deemed to constitute liquidated damages in favour of FEP. FEP shall have the right to provide evidence that the damage caused to FEP, FIBA Europe and/or FIBA Worldwide by the withdrawal or the renunciation of the Event by the Federation exceeds the amounts due under this Hosting Agreement.
2. In particular, if Article 6 para. 1 applies, the Federation acknowledges, notwithstanding any further claims of FEP that, FIBA Europe and FEP having to sustain substantial negative consequences and irretrievable damage to their reputation, all payments already made by the Federation to FEP under this Hosting Agreement shall not be refunded and shall be kept by FEP as a severance payment.
3. Should the Federation renounce the partial (Group and Final Phase) hosting of the Event for any reason beyond force majeure, or should the Federation refuse to follow the reasonable instructions of FIBA Europe and/or FEP or their respective authorized partners, the Federation accepts that, in addition to any claims for damages and other rights that FEP may have against the Federation, FIBA Europe may impose disciplinary and financial sanctions in accordance with FIBA Europe's bye-laws and the regulations of FIBA Worldwide.
4. In case of any withdrawal or renunciation, the Federation also acknowledges and agrees that FIBA Europe may at its own discretion assign the Hosting of the Event awarded to the Federation to another host without any financial or other sort of compensation to the

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Federation and/or to any other public authorities or companies involved. On the contrary and only if Article 6 para. 1 applies, the Federation shall be held responsible for any damages or claims arising from such decision and shall indemnify FIBA Europe, FEP and its constituencies or partners in full.

#### Article 7 – Liability

1. To the legally possible extent, the Parties agree that all of FIBA Europe and FEP (including their respective vicarious agents and consultants) cannot be held liable for any damage occurring in connection with the fulfilment of this Hosting Agreement and the Documents.
2. Therefore, FIBA Europe and FEP shall be liable without restriction only for
  - damage caused by wilful or grossly negligent infringements of obligations committed by FIBA Europe or FEP (or their respective vicarious agents and consultants), and/or
  - injuries to life, limb or health caused by FIBA Europe or FEP (or their respective vicarious agents and consultants).
3. In case of simple or slightly negligent infringements of an obligation committed by FIBA Europe or FEP (or their respective vicarious agents and consultants) which is essential for the achievement of the contractual purpose (cardinal duty), the amount of FIBA Europe's and FEP's liability shall be limited to the damage which is foreseeable and typical according to the type of transaction concerned.
4. There shall not be any further liability of FIBA Europe or FEP (or their respective vicarious agents and consultants).
5. The above limitation of liability shall also apply to the personal liability of FIBA Europe's and FEP's employees, representatives and bodies, irrespective of the legal ground

#### Article 8 – Consideration

The Parties acknowledge and agree that this Hosting Agreement is the fair result of negotiations among equal parties and that therefore the Parties shall be deemed fully compensated by the respective provisions of this Hosting Agreement.

#### Article 9 – Miscellaneous

1. All references made to articles shall be made to articles of this Hosting Agreement.
2. This Hosting Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, and each such counterpart shall constitute an original of this Hosting Agreement, but all together shall constitute one and the same instrument. This Hosting Agreement shall not be effective until each Party has executed at least one counterpart.
3. This Hosting Agreement shall be signed by the Federation until 18 March 2022. FEP shall have the right to accept this Hosting Agreement by countersignature until the day of the respective meeting of the FE Board on 29 March 2022.

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*[Signature]*

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4. If any provision of this Hosting Agreement is or becomes invalid or unenforceable, the other provisions of this Hosting Agreement shall remain valid. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision which comes closest to the Parties' economic intent when this Hosting Agreement was signed. The afore-mentioned principle shall also be applied in case of any unintentional gaps.
5. This Hosting Agreement may not be changed, altered or modified in any manner whatsoever, except by a written addendum signed by the duly authorized representatives of each of the Parties. No waiver, amendment, renewal, extension or modification of any provision of this Hosting Agreement shall be effective unless in writing and signed by the Parties. This principle shall also apply to any amendment of this clause.
6. Nothing in this Hosting Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the Parties. No Party shall be entitled to represent itself in any way as acting on the other Party's behalf.
7. If not agreed otherwise, the Parties shall keep this Hosting Agreement and any data or information of the other Parties of which they may become aware during and after the term of this Hosting Agreement strictly confidential and shall take appropriate measures to ensure that such confidential information shall not be disclosed to any third party (other than employees of any Party who need to know the confidential information). Any Party shall pay all sums payable by it under this Hosting Agreement free and clear of all deductions or withholdings. If any sum paid by a Party is subject to such a withholding tax, the Party being obligated to make the payment shall pay such additional amount as will ensure that the total amount paid, less the tax chargeable on such amount, is equal to the amount that would otherwise be payable by such Party.
8. This Hosting Agreement may not be assigned in whole or in part by any of the Parties to any third party except with the other Parties' prior written consent.
9. Each of the Parties shall be responsible for its own accountancy, legal and other costs, charges and expenses incurred in connection with the negotiation, preparation and implementation of this Hosting Agreement and any agreement incidental to or referred to in this Hosting Agreement.
10. This Hosting Agreement shall exclusively be subject to, and construed according to, the material laws of Germany without having regard to any provision of German law that requires the application of the laws of any other jurisdiction.
11. Any dispute arising from or related to this Hosting Agreement and/or its respective provisions and annexes, including disputes on their conclusion, binding effect and/or termination, shall exclusively be submitted to the Court of Arbitration for Sport in Lausanne, Switzerland, and be definitively resolved in accordance with the code of sports-related arbitration. The decision shall be final. The panel shall consist of three arbitrators. The arbitration shall be conducted in the English language.

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For and on behalf of FEP

Munich, 29 March 2022

  
.....  
Monika Puchner

For and on behalf of the Federation

....., .....2022

   
.....  
Raimonds Vejonis                      Kaspars Cipruss

Acknowledging the terms and conditions of this Hosting Agreement (but not becoming a party to it)

For and on behalf of FIBA Europe

Munich, 29 March 2022

   
.....  
Turgay Demirel/ Kamil Novak

Agreed and acknowledged by the LOC, herewith becoming a Party to this Hosting Agreement, jointly and severally liable together with the Federation for all obligations arising from this Hosting Agreement and the Documents:

For and on behalf of the LOC

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**Annex 3 – Financial Payments to FEP**  
**Multi-Country Event - Group and Final Phase Host**

**All amounts net without any deduction for taxes or other costs**

**Hosting Fee**

Instalment 1: due by 30 September 2022

**EUR 800,000 (eight hundred thousand)**

Instalment 2: due by 31 March 2023

**EUR 650,000 (six hundred and fifty thousand)**

Instalment 3: due by 30 September 2023

**EUR 650,000 (six hundred and fifty thousand)**

Instalment 4: due by 31 March 2024

**EUR 650,000 (six hundred and fifty thousand)**

Instalment 5: due by 30 September 2024

**EUR 650,000 (six hundred and fifty thousand)**

Instalment 6: due by 31 March 2025

**EUR 800,000 (eight hundred thousand)**

Instalment 7: due by 30 June 2025

**EUR 800,000 (eight hundred thousand)**

**Deposit**

due on 31 May 2022      **EUR 300,000 (three hundred thousand)**

**Host Broadcasting Costs per Venue to be paid to FIBA Media**

due on 31 January 2025

Group Phase Venue:      **EUR 500,000 (five hundred thousand)**

Final Phase Venue:      **EUR 580,000 (five hundred and eighty thousand)**

In total:                      **EUR 1,080,000 (one million and eighty thousand)**

**ICT Management Deposit per Venue**

due on 31 August 2023      **EUR 250,000 (two hundred and fifty thousand)**

(if the total of the costs finally to be borne by the Federation is less than this down payment upfront, the difference shall be returned to the Federation)

The host shall acknowledge that the hosting fee is net and if applicable, shall be payable plus value added tax or taxes similar to value added tax. This shall apply independent from the fact whether the VAT or the similar tax applies due to the German VAT Law or to the Law of any other state (other than Germany). This shall in particular apply, if it turns out after invoicing that the hosting fee is subject to VAT or a similar tax for which FIBA Europe Properties GmbH is liable as supplier. In this case the host as recipient of the service shall be obliged to pay the VAT or the similar tax upon the first request of FIBA Europe Properties GmbH.



FIBA EUROPE  
Ismaninger Str. 21  
81675 Munich  
Federal Republic  
of Germany

*Signature*  
**@FIBA**