HOSTING AGREEMENT

BETWEEN

WORLD TRANSPLANT GAMES FEDERATION LTD
Company Number 10323481

AND

xxxxx

FOR THE 2022 WORLD TRANSPLANT WINTER GAMES
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BETWEEN WORLD TRANSPLANT GAMES FEDERATION LTD of Basepoint Business Centre, 1 Winnall Valley Road, Winchester SO23 0LD United Kingdom (WTGF)

AND The host as specified in Item 1.1 of Schedule 1 (Host)

1. BACKGROUND

1.1 WTGF is the owner of the World Transplant Winter Games, the Marks, the Commercial Rights and any other rights connected with the Games.

1.2 Host wanted to host the Games and provided WTGF with a submission based on the terms of the Protocols Document (Submission)

1.3 This Agreement is the terms on which WTGF grants, and Host accepts, the right to host the Games.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

Advertising Material means advertising, promotional, marketing or other material to be used by Host (in any media or on any platform) in connection with the Marks or the promotion of the Games.

Ambush Marketing means marketing, promotional, advertising and public relations activities relating to the Games, which are intended to capitalise on the goodwill associated with the Games or make unauthorised use of any rights and opportunities relating to the Games (including any tickets), but which are undertaken by a person not authorised to do so by WTGF or Host.

Applicable Option means the Option from the Protocols Document (Option 1 or Option 2) as selected by the Host

Brand Guidelines mean the graphic standards and guidelines in relation to the use and reproduction of the Marks as provided by WTGF to Host from time to time.

Budget means the budget for the Games as specified in Schedule 4 (Budget), which is inclusive of all Deliverables, Equipment, Personnel, Services and other Host obligations under this Agreement.

Commercial Rights means any and all commercial rights and opportunities in relation to the Games, including:

(a) media rights, including all forms of broadcasting, mobile, radio, internet, data and related rights (whether known now or devised in the future);
(b) sponsorship;
(c) hospitality, catering, pourage, concession and vending rights;
(d) merchandising and licensing rights;
(e) publication and film rights; and
(f) advertising, promotion and marketing.

Confidential Information of a party means the following information in any form:

(a) all confidential information (including trade secrets, confidential know-how, market research and strategies and sponsor and financial information) relating to that party from time to time;
(b) of which the other party becomes aware, both before and after the day this Agreement is executed.

Confidential Information of WTGF includes Data and information concerning the Games before it is made public.

Data means any personal or contact information, demographics or any other data or information collected by or on behalf of WTGF, including from Teams and accompanying persons.
**Deliverables** mean the works, documents or deliverables created or generated by Host (whether on its own or with WTGF or contractors) in the course of supplying Services or meeting its obligations under this Agreement (including the Protocols Document), including Financial Accounts, Budget, risk management plan, security plan, medical plan and food and medical waste management.

**Dispute** means a dispute arising out of or relating to this Agreement, including a dispute about the breach, termination, validity or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or non-performance of this Agreement.

**Equipment** means any property, goods, equipment or signage brought into a Venue or its surroundings by or on behalf of Host, including any sports equipment or temporary infrastructure required for the design, management or delivery of the Games.

**Financial Accounts** mean the profit and loss statement, balance sheet and cash flow statements to be provided by the Host to WTGF in the standard format as notified by WTGF.

**Force Majeure** means any cause preventing any party from performing any or all of its obligations that arises from or is attributable to acts, events, omissions or accidents beyond the control of the party so prevented, including any strike, lockout or other industrial dispute (except of its own employees or contractors), fire, failure or shortage of power supplies, satellite or other communications links or technical failure, abnormally inclement climate conditions, flood, lighting, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, breach of security at a Venue, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing.

**Games** means the World Transplant Winter Games 2022 involving the staging of the Sports and the Other Events during the Games Period.

**Games Officials** mean the referees, umpires and other technical officials appointed to run the Sports.

**Games Period** means the period over which the Games are to be staged, as specified in Item 1.3 of Schedule 1 (Hosting Details).

**Host City** means the city in which the Games are to be staged, as specified in Item 1.2 of Schedule 1 (Hosting Details).

**Hosting Fees** means the hosting and registration fees payable by Host to WTGF, in the amount and manner as specified in Item 1.4 of Schedule 1 (Hosting Details).

**Insolvency Event** affecting a person means:

(a) the person disposes of all or substantially all of its assets, operations or business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all of the person’s legal obligations);

(g) any formal step is taken to enter into any arrangement between the person and its creditors;

(h) the person ceases to be able to pay its debts as they become due;

(i) the person ceases to carry on business;

(j) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the person’s assets or business; or

(k) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any party of the person’s assets or business.

**Intellectual Property Rights** means all intellectual property rights, including:

(a) patents, copyright, registered designs, trade marks and the right to have confidential information kept confidential; and

(b) any application or right to apply for registration of any of those rights.
List of Requirements means the summary of the key Host obligations and key WTGF obligations as set out in the list of obligations for the Applicable Option in the Protocols Document.

Marks mean the name, logo, mascot, trophy and any other emblem and official music associated with the Games, including the marks as specified in Schedule 5 (Marks).

Medical Minimum Standards mean the minimum standards promulgated by WTGF in relation to medical facilities and spaces, and equipment and supplies.

Merchandise means all merchandise and licensing of any kind sold at the Games, including items of clothing, headwear, scarves, flags, drink containers, coins, commemorative medals, games (electronic or otherwise), other collectibles or memorabilia.

Official Programme means the programme for the Games providing information around WTF, Host and Teams as specified in the Protocols Document.

Other Events mean the events, functions or meetings staged as part of the Games, including:

(a) welcome events;
(b) Opening Ceremony;
(c) Closing Ceremony;
(d) Gala Dinner;
(e) Team Managers' Meetings and Sports and Games related workshops;
(f) Donor recognition events;
(g) Media launches, conferences and interviews; and
(h) any other events, functions or meetings as described in the Protocols Document or otherwise agreed between Host and WTGF.

Personnel means any personnel engaged by the Host (whether paid or unpaid), including Games Officials.

Protocols document means the document provided by WTGF to potential applicants (including the Host) interested in bidding to host the Games a copy of which is at Schedule 7.

Services mean any services supplied by or for Host (including by Personnel) in relation to the planning, staging or promotion of the Games, including the supply of Deliverables and Equipment.

Sports means the sports involved in the Games as specified in Schedule 3 (Sports).

Teams mean the competitors and accompanying persons of teams registered to participate in the Games.

Term means the term of this Agreement being the period of time from the date the Agreement is signed by both parties to the date 90 days after the Games has finished.

Venues means the competition and training venues where the Sports are to be played, as specified in Schedule 2 (Venues).

Venue Minimum Standards mean the minimum standards provided by WTGF in relation to Venues, including facilities and spaces, spectator services, team and official requirements, police and security requirements and media requirements.

World Partners means any official entity to which WTGF grants any marketing or sponsorship rights in relation to the Games up to a maximum of three.

WTGF Costs mean the costs in relation to the staging of the Games that remain the responsibility of WTGF, being in relation to the Marks, World Sponsors and registration system for Teams.

WTGF Delegation means the WTGF President, WTGF Board and delegates.
WTGF Regulations mean rules, regulations or policies promulgated by WTGF from time to time that relate to the staging of Games, including Venue Minimum Standards, Medical Minimum Standards, Protocols Document, List of Requirements, Branding Guidelines, Sports Rules and Code of Conduct. Copies are available on the WTGF website or on request.

2.2 In this Agreement:

(a) any use of the word ‘includes’ or words such as ‘for example’ or ‘such’ do not limit anything else that is included in general speech;
(b) words importing the singular number or plural number includes the plural number and singular number respectively;
(c) the word ‘person’ shall include a corporation;
(d) any reference to ‘$’ or ‘dollars’ is to United States dollars and to ‘£’ or ‘pounds’ is to United Kingdom sterling;
(e) the Schedules to this Agreement are an integral part of this Agreement and, unless the context otherwise requires as in 2.3 below, a reference to this Agreement includes a reference to the Schedules;
(f) a reference to this Agreement or any other document includes a reference to that Agreement or document as amended or replaced and notwithstanding any changes in the identity of the parties;
(g) reference to “parties” means the parties to this Agreement and reference to a “party” mean one of the parties to this Agreement; and
(h) ‘business day’ means any day excluding a Saturday, Sunday and any other day which is a public holiday in the United Kingdom.

2.3 If there is any inconsistency between a term of this Agreement and a term or terms of a Schedule, the term of this Agreement governs to the extent of that inconsistency.

3. GRANT OF RIGHTS

3.1 WTGF grants Host during the Term the exclusive right to host the Games during the Games Period in the Host City on the terms of this Agreement.

3.2 Host warrants that:

(a) the information provided in its Submission was to the best of its knowledge accurate, complete and up to date and acknowledges that WTGF relied on that information in granting the licence specified in clause 3.1; and
(b) it has not entered into this Agreement in reliance on the Protocols Document or any information, statement, representation, warranty, condition, promise or undertaking, whether express, implied or arising from conduct (including conduct by silence or omission) made or given in the course of tendering, negotiations or otherwise (representation), except to the extent that the representation is repeated in the express terms of this Agreement.

4. GENERAL HOST OBLIGATIONS

4.1 Host must, on the terms of this Agreement:

(a) organise and present the Games to a standard befitting of the reputation and stature of the World Transplant Games as a global sports participation event;
(b) stage the Sports at the Venues during the Games Period, including through the supply of Equipment and Games Officials;
(c) provide the Venues in accordance with Venue Minimum Standards;
(d) arrange the accreditation, accommodation, transportation and catering for the Teams in accordance with the Protocols Document;
(e) stage the Other Events in accordance with protocols specified in the Protocols Document;
(f) take reasonable steps to ensure, so far as is reasonably practicable, the health and safety of Teams;
(g) promote and market the Games to maximise exposure and awareness;
(h) produce the Official Programme and sell Merchandise;
(i) Deliver the Games substantially in accordance with the Budget; and
(j) on a regular and frequent basis exchange information with WTGF concerning the organisation of the Games, in line with the following schedule:
   (i) 6 months out - Monthly and as required from time to time.
   (ii) 4 months out – Bi-weekly and as required from time to time
   (iii) 2 months out – Weekly and as required from time to time

4.2 Host must:
   (a) fulfil all Host obligations in the List of Requirements with due care and skill;
   (b) ensure Equipment is fit for purpose and free from defects in materials, design, workmanship and installation;
   (c) ensure that it has sufficient, suitable and qualified Personnel to enable it to meet its obligations under this Agreement;
   (d) ensure Personnel are properly qualified under any applicable law (or relevant professional body) and have obtained the relevant permission from applicable authorities to supply Services;
   (e) obtain and maintain all rights, consents and authorisations necessary to stage the Games and to comply with this Agreement, and provide WTGF with copies on request;
   (f) comply, and ensure its Personnel comply, with:
      (i) all applicable standards, awards, laws and regulations (including workplace health and safety laws and consumer protection laws);
      (ii) this Agreement, including WTGF Regulations and Protocols Document; and
      (iii) all reasonable directions of WTGF within the scope of this Agreement; and
   (g) ensure that it and each of its Personnel at all times:
      (i) maintain a high and professional reputation;
      (ii) do not bring WTGF or the Games into disrepute; and
      (iii) do not alone, jointly or severally, engage in any unbecoming conduct or behaviour which, in WTGF’s reasonable opinion, is prejudicial or likely to be prejudicial to the interests or reputation of WTGF or the Games.

5. GAMES ORGANISATION

5.1 Host must establish a Local Organising Committee (LOC) to manage the planning and delivery of the Games. The Host must within 30 days of the signing of this Agreement, provide to WTGF for approval an organisation chart for the LOC setting out a summary of the reporting structure and responsibilities of the various personnel identified.

5.2 WTGF will nominate a Games Liaison Officer to work closely with the LOC. The President of the WTGF and one member of the Board if needed shall be nominated as ex-officio members of the LOC.

5.3 Host must make all arrangements, at its own cost, for the successful organisation of the Games in compliance with the Protocols Document and the List of Requirements.

5.4 The health and safety of Games competitors is paramount to WTGF. The Host must:
   (a) establish an LOC Medical Committee;
   (b) appoint a Games Chief Medical Officer who must be able to communicate in English; and
   (c) develop together with the WTGF Medical committee, a Medical Plan that complies with the Medical Minimum Standards and provide to WTGF for written approval.

6. SPORTS

6.1 Host must:
   (a) use the WTGF registration system for the registration of Teams, this will be managed by the WTGF unless an alternative system is agreed to;
   (b) use the Sports Rules for the conduct of the Sports;
   (c) comply with the Sports general and specific requirements in the Protocols Document, including in relation to format, draws and Games Officials; and
Hosting Agreement

(d) maintain a results system throughout the Games Period so that results and medal count are provided to Teams and WTGF on a timely basis. Within two weeks post the event, the final audited results and medal counts should be made available to all countries.

6.2 WTGF must establish a Games Judiciary Committee with a representative from the LOC, which will have the final say in relation to Sports or Team protests.

7. VENUES

7.1 Host must ensure Venues;

(a) comply with the Venue Minimum Standards and Medical Minimum Standards at all times;
(b) are adequately and appropriately staffed and policed and provided with all necessary emergency medical services and facilities to a standard satisfactory to WTGF;
(c) conform to all statutory, legal, regulatory and local requirements; and
(d) have suitable facilities, public address and sound systems, to a standard that is commensurate with an event of the stature and reputation of the Games.

7.2 Host must consider the security requirements of the Games in association with the WTGF and if deemed necessary, ensure that all appropriate and necessary security precautions are in place for the Games, including liaison with local police and other relevant security providers in relation to ground control and security in and out of Venues.

7.3 Venues must be available at a mutually agreeable time from the date of this Agreement for inspection by WTGF to enable it to monitor the compliance by Host with its obligations pursuant to this Agreement.

7.4 If a Venue does not comply with this clause or the Venue Minimum Standards, WTGF may direct the Host to move a Sport to an alternative venue and to meet all costs associated with that move.

8. INTELLECTUAL PROPERTY AND BRANDING

8.1 Host presently assigns to WTGF all existing and future Intellectual Property Rights in Deliverables and Data.

8.2 WTGF:

(a) warrants that it owns all right, title and interest in the Marks and Data;
(b) does not claim ownership of anything of Host that is not developed, created or generated specifically for WTGF or the Games;
(c) grants Host a non-transferable, non-exclusive royalty free licence to use and reproduce the Marks during the Term only for the following permitted purposes:
   (i) to promote the Host’s staging of the Games;
   (ii) for administrative purposes, including use on stationery, business cards, websites, media releases and reports;
   (iii) to sub-license to sponsors and to produce and sell Merchandise and the Official Programme; and
   (iv) for any other internal or non-commercial use with WTGF’s prior written consent; and
(d) will, in conjunction with the Host, develop brand protection strategies to restrict Ambush Marketing and unauthorised use of Marks.

8.3 Host must:

(a) not use, or allow others to use, the Marks without WTGF’s prior written consent;
(b) use the Marks as provided (including any naming rights partner) and only in accordance with WTGF’s consent and the Brand Guidelines;
(c) not have any third party name, logo or any other mark affixed to or as a part of Advertising Materials or promotions that display the Marks;
(d) brand the Venues in accordance with the Protocols Document; and
8.4 If Host wants to use a Mark on Advertising Materials or Merchandise, Host:

(a) must comply with the approvals process as provided by WTGF from time to time and this clause 8;
(b) must submit preliminary artwork and samples of Advertising Materials or Merchandise to WTGF for prior written approval;
(c) acknowledges that WTGF approval relates only to the Mark and WTGF makes no representation or acceptance of Advertising Materials or Merchandise quality or legality.

8.5 If consent is granted by WTGF under this clause, all uses of the Marks by Host must reproduce fully, accurately and without embellishment the colour, design and appearance of the Marks as shown in the Brand Guidelines.

8.6 If Host’s use of Marks does not comply with the terms of this Agreement or the Brand Guidelines, or is in any way prejudicial to WTGF’s rights or interests, WTGF may give written notice requesting that Host corrects the use of the Marks within a nominated timeframe and Host must, at its expense, correct the use of the Marks to WTGF’s reasonable satisfaction.

8.7 Host must seek the written approval of WTGF if it intends to create a mascot for the Games. Any mascot approved by WTGF must be used only in accordance with WTGF’s direction, approval and conditions of use. Host must ensure that any and all Intellectual Property Rights in respect of such mascot are assigned to WTGF in perpetuity.

9. MEDIA AND COMMUNICATIONS

9.1 Host must market and promote the Games in accordance with the Protocols Document. Without limiting the generality of this obligation, Host is responsible for:

(a) media plans and management of media operations;
(b) controlling media accreditation to the Games, including processing applications and issuing accreditation terms, and handling all media enquiries that relate to the staging of the Games;
(c) assist in creating a website to be the exclusive home of the Games and maintaining existing social media accounts. (Note the WTGF will be responsible for the creation and costs of maintaining this website however the Host is required to provide the necessary information. The WTGF social media sites will be co-managed by the WTGF and the Host). English is the official language of WTGF and so website and social media must be made available in English;
(d) producing regular and up to date content, images and video for the website and social media; and
(e) providing appropriate facilities for media at Venues.

9.2 WTGF must approve all media releases relating to the Games or this Agreement. Accordingly, WTGF and Host must first consult with each other to agree on the wording and timing of all media releases in relation to the announcement of this Agreement and the on-going operation or termination of this Agreement. Approval to be given within 48hrs or such lesser time as may be agreed to from time to time and such approval shall not be withheld unreasonably.

9.3 Host must not conduct any press conferences or media interviews relating to the Games without the prior written consent of WTGF, which must not be unreasonably withheld or delayed.

10. CONFIDENTIALITY AND PRIVACY

10.1 Host acknowledges that Confidential Information of WTGF, and in particular information about the Games, is of commercial value and importance to WTGF such that the unauthorised use, disclosure or duplication of it could result in significant harm to WTGF and the Games.
10.2 Each party:

(a) may use Confidential Information of the other party solely for the purposes of this Agreement;
(b) except as permitted under clause 10.2(c), must keep confidential all Confidential Information of the other party; and
(c) may disclose Confidential Information of the other party only:
   (i) to persons who:
      (A) are aware and agree that the Confidential Information of the other party must be kept confidential; and
      (B) either have a need to know (and only to the extent that each has a need to know), or have been specifically approved by the other party, such approval not to be unreasonably withheld or delayed;
   (ii) where disclosure is legally required;
   (iii) in the case of the Host, where it is a disclosure to Parliament, or Parliamentary or Cabinet committee having a proper interest in this Agreement, Government, Local Authorities, law enforcement agencies or emergency services; or
   (iv) in the case of WTGF, where disclosure is required by WTGF Regulations.

10.3 Even though information is the Confidential Information of a party, the other party does not have to comply with clause 10.2 in relation to that Confidential Information if the Confidential Information:

(a) becomes public knowledge during this Agreement; or
(b) was already in the possession of, or independently generated by, the other party, in circumstances where there was no breach of any obligation of confidence.

10.4 WTGF recognises that individuals have the right to control their personal information. Accordingly, Host must collect, use and disclose Data only for the purposes of this Agreement and in accordance with privacy laws and regulations. A data protection policy must be implemented to meet European Data protection laws.

11. FINANCING AND BUDGET

11.1 WTGF is mindful of the investment involved in staging the Games. To this end, WTGF grants the Host the Commercial Rights for the Games for the Term and allows Host to retain all revenue received from the exploitation of the Commercial Rights, subject to Clause 17.3.

11.2 Host:

(a) may appoint its own sponsors or suppliers during the Term provided it obtains the prior written consent of WTGF, which will not be unreasonably withheld or delayed. Host sponsors cannot be granted naming rights and must not compete with the World Partners; and
(b) must provide WTGF 180 days before the Games starts with a price structure for any Merchandise program, including list of products.

11.3 In consideration of the grant of Commercial Rights, Host is solely responsible for meeting all the expenses and costs of staging the Games (other than WTGF Costs), including in relation to:

(a) Local administration and LOC;
(b) travel, accommodation and catering for Teams, Games Officials and WTGF Delegation;
(c) Venues;
(d) Sports and Other Events;
(e) marketing, media and communications;
(f) security, safety and medical;
(g) servicing of holders of Commercial Rights; and
(h) any tax that may be levied, GST or otherwise, in respect of the expenses or costs.

11.4 Host must indemnify WTGF against any overseas tax assessed on WTGF by any revenue or equivalent authority to the extent that the tax is assessed by reference to the deemed (as opposed to actual) receipt by WTGF of revenue received from any Games revenue, including the exploitation of Commercial Rights.
11.5 Host agrees that WTGF is not liable or responsible for any costs and/or losses in respect of the organisation, staging or conduct of the Games, save where such costs and/or losses are due to any breach of warranty or of the terms of this Agreement or negligence on the part of WTGF.

12. RECORDS AND REPORTING

12.1 Host must procure that all aspects of the Games are the subject of appropriate quality assurance and management systems.

12.2 WTGF and Host will establish a Games Steering Group that hosts quarterly conference calls to discuss in relation to the Games:

(a) its status and progress, including reports from Host;
(b) any issues or potential problems;
(c) any planned changes of a material or substantial nature; and
(d) any future initiatives or proposals.

12.3 Host must:

(a) supply detailed Budget at 6 months before the start of the Games Period;
(b) supply Financial Accounts in the standard format on a quarterly basis;
(c) issue monthly reports to WTGF on all of its activities in relation to its obligations under this Agreement. Decisions taken by WTGF following receipt of such reports must be acted on expeditiously by Host;
(d) keep adequate records, documents and accounts in sufficient detail to enable its compliance with this Agreement to be verified (Records);
(e) liaise with and co-operate with WTGF contractors, agents and employees where required by WTGF in order to achieve the objectives of this Agreement;
(f) notify WTGF immediately after becoming aware of anything that is likely to or will result in a delay in supply of any part of the Games specifying:
   (i) the nature and status of the problem;
   (ii) the steps being taken to minimise the impact of the problem; and
   (iii) whether the problem is caused by something outside Host's reasonable control; and
(g) comply with all requests made by WTGF to prevent, or minimise the impact of, the delay or failure.

12.4 In order to ensure total transparency & disclosure during this Agreement and for 6 months after termination of this Agreement, WTGF or its authorised representatives may enter the Host's premises during regular business hours by giving notice in writing to the Chief Executive of the Host organisation (by post or email) and marked for their urgent attention, to do any of the following:

(a) examine and copy Financial Accounts and Records;
(b) conduct an audit; and
(c) ascertain the Host's compliance with its obligations under this Agreement.

13. INSURANCE AND LIABILITY

13.1 Host is responsible for risk identification, assessment and management of the Games. Host must provide a Risk Management Plan to WTGF for approval at least 3 months from the start of the Games Period.

13.2 Host must:

(a) obtain and maintain USD $5 million public liability insurance naming WTGF as an additional insured;
(b) obtain and maintain adequate additional insurance of types and levels satisfactory to WTGF to cover its obligations under this Agreement, including supply of Personnel, Equipment, Advertising Materials and Services;
(c) obtain and maintain all employer's liability insurance required by law;
(d) ensure its subcontractors have sufficient appropriate insurance to satisfy their obligations arising out of or in relation to this Agreement; and
(e) provide, on WTGF's request, evidence satisfactory to WTGF of the existence, currency and contents of the insurance specified in this clause and promptly notify WTGF of any material changes to Host's insurance.

13.3 Host must, as soon as practicable, inform WTGF in writing of any occurrence that may give rise to a claim under a policy of insurance required by clause 13.2, and must keep WTGF informed of all subsequent developments.

13.4 WTGF will arrange for the provision of medical repatriation insurance for registered participants of Teams. The Host is required to include this cost in the registration packages. The Host will be required to reimburse the WTGF for the cost of said medical repatriation insurance.

13.5 Host indemnifies WTGF and its members, officers, employees and agents from all liability, expenses, losses, damages and costs (on a full indemnity basis and whether incurred by or awarded against them) that WTGF may sustain or incur as a result of:

(a) a breach of the Host’s obligations under this Agreement;
(b) the negligence of Host or any Personnel or contractor of the Host in relation to this Agreement; or
(c) claims by any person in respect of personal injury or death, or loss of or damage to property, arising out of or as a consequence of Host’s staging of the Games, including occupancy of a Venue.

13.6 Each party excludes:

(a) to the extent permitted by law, from this Agreement all conditions, warranties and terms implied by statute, general law or custom; and
(b) all liability for consequential or indirect damages arising out of or in relation to this Agreement, including lost revenue, lost profits and damage suffered as a result of claims by any third person.

13.7 Host agrees not to bring any claim or proceeding against WTGF for any damage, loss, injury or liability a person may suffer in participating in, or watching, the Games. Except for liability that by law cannot be excluded, or liability for any breach of WTGF’s obligations or warranties under this Agreement, WTGF excludes liability to Host in tort (including negligence), contract or bailment for acts or omissions of WTGF or its employees arising out of or in relation to the Games or this Agreement.

14. FORCE MAJEURE

14.1 If a party is wholly or partially precluded from complying with any of its obligations under this Agreement by an event of Force Majeure (Force Majeure Event), then the affected party’s rights and obligations directly affected by the Force Majeure Event will be suspended for the duration of the delay arising out of the Force Majeure Event.

14.2 As soon as possible after a Force Majeure Event arises, the affected party must notify the other party of the nature of the Force Majeure Event and the extent to which the affected party is unable to perform its obligations under this Agreement and, the affected party must use its best endeavours to work around or overcome the effect of the Force Majeure Event and must recommence the performance of its obligations as soon as possible without delay after the Force Majeure Event has ceased to exist.

14.3 If a party is prevented by a Force Majeure Event from performing its obligations in accordance with this Agreement for more than sixty (60) days, the parties will enter into good faith discussions with a view to alleviating its effects, or to agree on alternative arrangements as may be fair and reasonable. If the parties fail to come to an agreement within six (6) months of the date on which the party affected by the Force Majeure Event serves notice on the other party in accordance with clause 14.2, then either party may by written notice to the other party terminate this Agreement immediately without
any liability to the other party for any loss or damage caused by the termination, provided always that the Force Majeure Event continues to prevent either party from performing any material obligation under this Agreement.

14.4 If a Force Majeure Event renders the fulfilment of this Agreement impractical, either party may terminate this Agreement with immediate effect.

14.5 Each party bears its own risk and costs in relation to a Force Majeure Event. For the avoidance of doubt, WTGF is not responsible for and not liable to Host for any Games cancellation under the terms of this Clause.

15. TERM AND TERMINATION

15.1 This Agreement starts on the date it is signed by both parties and continues until expiration of the Term, unless the Agreement is terminated earlier in accordance with this clause 15.

15.2 If Host defaults in fully and punctually performing any obligation contained or implied in this Agreement, WTGF may, without prejudice to any right:

(a) suspend Host’s right to host the Games; and
(b) do all things necessary or desirable in WTGF’s reasonable opinion to make good or attempt to make good that default to the satisfaction of WTGF at Host’s cost.

15.3 A party may terminate this Agreement with immediate effect by giving notice to the other party if that other party:

(a) breaches any material term of this Agreement not capable of remedy;
(b) breaches any term of this Agreement capable of remedy (other than as specified under (c) below) and fails to remedy the breach within 28 days after receiving notice requiring it to do so;
(c) breaches any term of this Agreement capable of remedy less than 30 days before the start of the Games and fails to remedy the breach within 48 hours after receiving notice requiring it to do so; or
(d) repeatedly breaches any term of this Agreement and fails to demonstrate, within 30 days after receiving notice requiring it to do so, to the first party’s reasonable satisfaction, that similar breaches will not occur; or
(e) an Insolvency Event happens to that other party (whether or not notified).

15.4 Each party must notify the other party immediately if an Insolvency Event affecting it happens.

16. CONSEQUENCES OF TERMINATION

16.1 If this Agreement is terminated pursuant to clause 15 (Term and Termination):

(a) the Games are withdrawn from the Host and the Host will not host the Games or any event of substantially similar nature;
(b) withdrawal and termination is without prejudice to WTGF’s entitlement to claim any and all damages;
(c) WTGF is entitled to make reasonable alternative arrangements in relation to the hosting of the Games as it sees fit, including the appointment of another entity to host the Games; and
(d) Host must immediately deliver up to WTGF all Deliverables and materials and information in relation to the Games.

16.2 On expiration or termination of this Agreement, all of the rights and opportunities granted under this Agreement will automatically terminate and Host must:

(a) cease exploitation of the Commercial Rights and any other right or opportunity granted under this Agreement;
(b) not use or purport to use the Marks, save as a matter of historical record to refer to the event after it has taken place;
(c) in the case of termination, cease to refer, directly or indirectly, to the Games in any marketing or promotional campaign;
(d) immediately pay all amounts owing to the WTGF; and
(e) supply WTGF with the latest copy of all Financial Accounts, Deliverables and Records.

16.3 On termination, each party \textit{\textbf{(first party}}} must return to the other party all Confidential Information of that other party in material form (including those parts of all notes or records of the first party containing Confidential Information of the other party) in the first party’s possession or control save that either party may make and retain one copy of such Confidential Information as is reasonably necessary to enforce any obligations of the other party outstanding on termination or arising as a result of termination and may use that copy for that purpose only and retain it only for as long as is necessary for that purpose.

16.4 At any time after termination of this Agreement a party must not save in accordance with clause 16.3:

(a) use or disclose to any person any Confidential Information of the other party;
(b) record any Confidential Information of the other party into any form (including machine readable form); or
(c) sell or otherwise transfer any Confidential Information of the other party.

16.5 Termination of this Agreement does not affect any accrued right or liability of either party.

16.6 Clauses 10 \textit{(Confidentiality and Privacy)}, clause 13 \textit{(Insurance and Liability)}, clause 16 \textit{(Consequences of Termination)} and clause 18 \textit{(Dispute Resolution)} and each other clause required to make these clauses effective, continue to bind the parties after termination or expiration of this Agreement for any reason.

17. \textbf{POST GAMES}

17.1 Host and WTGF must meet as soon as practicable after the end of the Games Period to conduct a full de-brief of the Games, including:

(a) an overview of Games outputs, such as attendance numbers, ticket sales (if any) and success of activation and leveraging activities;
(b) identification of any issues or challenges that occurred and any effective strategies that were adopted to overcome or minimise;
(c) identification of any potential future opportunities;
(d) compliance with contractual obligations; and
(e) knowledge share and legacy initiatives.

17.2 Within 56 days after the Games, Host must submit a Games report to WTGF and cover all areas and issues relating to the organisation of the Games that are the responsibility of Host.

17.3 Within [90 days] after the Games, Host must provide the final Games Financial Accounts, such accounts to include a particularised record of all Games revenue collected and all costs incurred. If these final Financial Accounts show a surplus, net of the revenue derived by the Host from exploitation of the Commercial Rights as permitted in Clause 11.1 above, the Host must promptly pay 20% of the remaining net surplus to WTGF.

18. \textbf{DISPUTE RESOLUTION}

18.1 Neither party may start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a Dispute, unless it has first complied with this clause.

18.2 A party claiming that a Dispute has arisen must notify the other party by written notice (using registered mail) to be sent to, if WTGF, the President and if Host, the Chief Executive in accordance with the Notice provision in Clause 20 below and marked for their urgent attention.

18.3 Within 7 days after a notice is given under clause 18.2 each party must nominate in writing to the other party a representative authorised to settle the Dispute on its behalf.
18.4 During the 21 day period after a notice is given under clause 18.2 (or if parties agree a longer period, that longer period) each party’s nominee must use his or her best efforts to resolve the Dispute.

18.5 If a Dispute is not resolved within that time, the Dispute must be referred for mediation within 7 days to the Centre for Dispute Resolution (CEDR) asking them to appoint a mediator to help the parties resolve the Dispute, and with a view to any such mediation taking place in the following 56 days.

19. COOPERATION

Each party must do or cause to be done all acts and things necessary or desirable to give effect to, and refrain from doing all acts and things that could hinder performance by any party of, this Agreement provided however, that nothing in this clause shall affect the ability of a party to exercise or enforce any right conferred on it under this Agreement.

20. NOTICE

20.1 A party notifying or giving notice under this Agreement must notify:

(a) in writing, if WTGF, the President and if Host, the Chief Executive, and marked for their urgent attention.

(b) addressed to, if WTGF, the address as specified on the first page of this Agreement, and if Host, the address specified in Item 1.1 of Schedule 1 (Hosting Details), or as varied by notice given in accordance with this clause; and

(c) sent by post (using registered mail) to that address.

20.2 A notice given in accordance with clause 20.1 will be taken to have been received:

(a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;

(b) if sent by post, 3 working days after the posting; and

(c) if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission).

21. NO ASSIGNMENT

Host may not assign, transfer, or otherwise dispose of any interest in, this Agreement or any right under this Agreement.

22. GENERAL

22.1 This Agreement:

(a) is governed by the law applicable in England & Wales in accordance with this Agreement and each party submits to the jurisdiction of their courts;

(b) is the entire agreement between the parties in respect of its subject matter;

(c) supersedes all previous agreements, whether oral or written, in relation to that subject matter, including the Bid Manual;

(d) does not create a relationship of employer and employee, principal and agent, or partnership between the parties; and

(e) may not be varied by the parties other than in writing.

22.2 Any term in this Agreement that is either wholly or partly unenforceable will be severed to the extent necessary to make the relevant term of this Agreement enforceable.

22.3 The failure by any party at any time to enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of, or affect that party’s rights to enforce, those powers, remedies or rights at any time.
22.4 The parties acknowledge that where any consent or approval is granted by a party or any inspection is performed by a party under this Agreement, the giving of such consent or approval or the making of such inspection alone does not make the party liable to the other party.

22.5 If during the Term, WTGF wants to negotiate a material change to the terms of this Agreement, Host agrees that it will discuss the requested change with WTGF and negotiate in good faith for a reasonable period in the circumstances, to seek to agree an acceptable change.
Hosting Agreement

Date

SIGNED by CHRIS THOMAS
as Authorised Representative for
WORLD TRANSPLANT GAMES
FEDERATION Ltd

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of WTGF.

SIGNED by xxxxx

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of Host.

SCHEDULE 1: HOSTING DETAILS

Item 1.1: Host

xxxxxxx

Item 1.2: Host City

xxxxxxx

Item 1.3: Games Period

xxxxxxx

Item 1.4: Finances

No hosting fee is being charged by the WTGF to the Host.
The below must be included in the registration fees and payable to the WTGF
• $80 per person capitation fees
• medical and repatriation insurance (estimate+/- $50 per registration package).
• No capitation fees will be charged for Nicholas Green Camp registrants.
• $75 per person admin fee (ONLY if Option 2 Hybrid model was selected)
SCHEDULE 2: VENUES - SPORTS AND SOCIAL

Central Hub
- Central games hub – To be advised

Sports Venues
- xxxxxx – Apline Events
- xxxxx– Cross Country & Biathlon events
- xxxxx - Curling

Social Venues
- Opening Ceremony – TBA
- Closing Ceremony – TBA
- Gala Dinner – TBA

There can be no changes to Venues without the prior written consent of WTGF.
There can be no changes to Sports without the prior written consent of WTGF. Host must secure a tournament director / directors for each sporting code which should ideally be an individual from the local sporting association for the specific sports code. Officials, referees, umpires must be secured by the Host.

<table>
<thead>
<tr>
<th>SPORT</th>
<th>DIVISION</th>
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<tbody>
<tr>
<td>Ski Slalom</td>
<td>Individuals</td>
</tr>
<tr>
<td></td>
<td>Team event (5 competitors)</td>
</tr>
<tr>
<td>Ski Giant Slalom</td>
<td>Individuals</td>
</tr>
<tr>
<td>Ski Super Giant Slalom</td>
<td>Individuals</td>
</tr>
<tr>
<td>Ski Parallel Slalom</td>
<td>Individuals</td>
</tr>
<tr>
<td>Snowboard Giant Slalom</td>
<td>Individuals</td>
</tr>
<tr>
<td>Snowboard Parallel Slalom</td>
<td>Individuals</td>
</tr>
<tr>
<td>Cross Country Ski 3km</td>
<td>Individuals</td>
</tr>
<tr>
<td></td>
<td>Team event (3 competitors)</td>
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<tr>
<td>Cross Country Ski 1 hour</td>
<td>Individuals</td>
</tr>
<tr>
<td>Biathlon</td>
<td>Individuals</td>
</tr>
<tr>
<td>Curling</td>
<td>Team Event (4 competitors)</td>
</tr>
<tr>
<td>Snowshoeing</td>
<td>Individuals (2km)</td>
</tr>
<tr>
<td></td>
<td>Fun Team event (3 competitors)</td>
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</tbody>
</table>
SCHEDULE 4: BUDGET

The following is an indicative budget from the Host's Submission. Host must provide a detailed budget at least 6 months before the start of the Games Period and then the final 3 months before the start of the Games Period.

Please note a Budget will be provided within 1 month of signing the agreement. Final registration packages are being designed.
SCHEDULE 5: MARKS

The Host is to use the Official Winter Games logo for marketing related to the World Transplant Winter Games. This will be created and supplied by the WTGF for the 2022 Games.
SCHEDULE 6: REGISTRATION PRICES & CANCELLATION POLICY

Please note that the below are the recommended registration prices and cancellation policy. The Host should agree to meet these prices and deadline dates as closely as possible. Final registration prices, deadlines, payment conditions and cancellation policy to be agreed upon by both parties.

Registration Prices

The Registration prices for the 2022 World Winter Games should aim to be as close to the registration prices implemented for previous Winter Games.

Adult Competitor – 5 nights accommodation, 6 days ski pass @ $950 pp
Junior Competitor- 5 nights accommodation, 6 days ski pass @ $875 pp
Nicholas Green Camp – 5 nights, 5 days ski pass, 5 days ski equipment @ $750 pp
(The above is based on registration packages which include accommodation, meals and ski pass)

Accompanying persons packages ranged in price from $495 - $950 upwards depending on inclusions.

Additionals to be offered:
Single supplements
Additional nights pre and post
Ski equipment rentals
Additional Ski or Pedestrain passes

NOTE: One Free Nicholas Green camp place (age 8 – 15 years) should be offered per country for a transplant athlete wanting to participate. This must be built into your budget

RECOMMENDED REGISTRATION DEADLINES

- Registration Opens: 01 October 2021
- Registration closes: Early Jan 2022 (8 weeks prior to event)
- Medical Forms due by: Early Jan 2022
- Competition entries and accommodation options must be confirmed by (6 weeks prior)

Payment conditions:

- 25% deposit due - November 2021
- 75% balance payment due – early Jan 2022

CANCELLATIONS

- For cancellations made by xxxx, the full deposit will be refunded
- For cancellations made between xxxx and xxx, the deposit payment made will be forfeited
- For cancellations made between xxxx and xxx, 50% of the registration fee will be forfeited
- For cancellations made after xxxx, 100% of the registration fee will be forfeited
SCHEDULE 7: PROTOCOLS DOCUMENT

Inserted dependent which model is chosen