

Broadcasting Rights License Conditions

Tokyo Sport Benefits Corporation (the "Foundation") will grant those who has submitted "Broadcast Application" and has received "Approval on Broadcast Application" from the Foundation (the "Licensee") the right to broadcast or distribute the 25th Summer Deaflympics Tokyo 2025 (the "Event") games under the conditions set forth herein. The agreement pertaining to the license above shall hereinafter be referred to as the "Agreement".

Article 1. Subject of Broadcasting or Distributing

The games, etc. subject to this Agreement ("Game(s)") are as follows:

- (1) Subject of games: The Event games, etc. provided in "Broadcast Application" submitted by the Licensee
- (2) Period of the Event: As per "TOKYO2025 Competition Schedule"
- (3) Venue: Each Event competition venue

Article 2. Definitions

The following terms as used in these Broadcasting Rights License Conditions ("Conditions") shall be as defined in each item below.

- (1) Broadcasting: The broadcasting of more than 10 minutes of games, etc. in the same competition (including sessions and ceremonies) of the Event on television (including cable television; the same shall apply hereinafter).
- (2) Distribution: The public distributing of more than 10 minutes of games, etc. in the same competition (including sessions and ceremonies) of the Event through the internet.

Article 3. Scope of License

- (1) The Foundation grants the Licensee the right to video-record the Games, and to Broadcast or Distribute ("Broadcast, etc.") such videos during the period from the issuance date of "Approval on Broadcast Application" until Friday, January 30, 2026 ("License Period").
- (2) The Foundation grants the Licensee the right to produce videos based on the videos defined in the 25th Summer Deaflympics Tokyo 2025 Standards for the Use of Video Materials in Competition Video Distribution ("Video Materials Use Standards") and the 25th Summer Deaflympics Tokyo 2025 Guidelines for Administrative Procedures for

the Use of Video Materials in Competition Video Distribution ("Guidelines"), and to use such videos during the License Period.

- (3) The license set forth in Article 3(1) and (2) above (collectively, the "License") shall be non-exclusive, and the Licensee shall not raise an objection to the Foundation's entering into agreements similar to this Agreement with several broadcasters.
- (4) The Licensee acknowledges that, in accordance with the License, the Licensee may not be able to film or broadcast the Games as desired due to restrictions at each competition venue.
- (5) The Licensee shall not sub-license the License to any third party without the Foundation's consent.
- (6) As a premise for the License, the Foundation represents that it has the authority to lawfully grant the License.

Article 4. Compensation

The License shall be granted without compensation; provided, however, that the Licensee shall bear its own expenses required for the implementation of the License.

Article 5. Compliance Rules

When implementing the License, the Licensee shall:

- (1) in broadcast, etc., efforts should be made to ensure visually-based information accessibility, such as sign language interpreting and subtitling;
- (2) be careful not to give the impression that the program's sponsors are also sponsors of the Event;
- (3) unless otherwise permitted by the Foundation, not use broadcast vans or other vehicles at the venues of the Games, and only video-record at areas designated by the Foundation.
- (4) be considerate of other media when video-recording the Game and follow the instructions from the Foundation;
- (5) take the procedures for the media ID card application separately notified by the Foundation within the period separately designated by the Foundation;
- (6) implement the License in accordance with the Conditions; and
- (7) comply with the instructions of the Foundation, including interview notices and other communications separately notified by the Foundation.

Article 6. Copyrights, etc.

- (1) The copyrights (including the rights set forth in Articles 27 and 28 of the Copyright

Act) of the videos of the Games recorded by the Licensee shall belong to the Licensee; provided, however, that the Licensee shall not use such videos for any purpose other than for the purpose of Broadcast(ing), etc., and the videos may be Broadcasted, etc. only during the License Period in accordance with Article 3.1.

- (2) The Foundation shall have the rights of the original author in videos produced by the Licensee based on the videos defined in the Video Materials Use Standards and the Guidelines. The Licensee shall use such videos in accordance with the conditions set forth in the Video Materials Use Standards and the Guidelines.

Article 7. Force Majeure

Neither the Foundation nor the Licensee shall be liable to the other party for non-performance of any of its obligations if the performance of such obligation is hindered by an event beyond its reasonable control such as natural disasters, war, riots, civil commotion, power shortages, strikes, other labour disputes, amendments or abolition of laws or regulations, or government regulations ("Force Majeure"), and the other party shall not assume the obligation of counter-performance either.

Article 8. Cancellation of Games

- (1) If a Game is cancelled for any reason, the Foundation shall not be held liable for the Licensee's inability to implement the License.
- (2) If a decision is made to postpone a once-cancelled Game, the Foundation and Licensee shall separately discuss the implementation of the License.

Article 9. Termination

1. Either the Foundation or the Licensee may terminate this Agreement without any notice or demand, if any of the following events occurs with respect to the other party:
 - (1) it breaches this Agreement and fails to resolve such breach within three days after receiving a notice thereof from the non-breaching party;
 - (2) it files a petition for the commencement of bankruptcy proceedings or the commencement of civil rehabilitation proceedings, or such petition is filed with respect to it;
 - (3) its important assets become subject to a provisional attachment, provisional disposition or compulsory execution, or it becomes subject to a disposition for non-payment of taxes and public dues;
 - (4) it becomes subject to a disposition of suspension of business by an administrative agency;

- (5) it passes a resolution for dissolution, or receives an order for resolution;
 - (6) any of its officers or employees (including those engaged in its business) is found to be an organized crime group, organized crime group member, quasi-member of organized crime group, organized crime group affiliate enterprise, special knowledge crime organization (*tokushu chino boryoku shudan*), or a person having a close relationship with any of the foregoing;
 - (7) any of its officers or its employees (including those engaged in its business) engages in any violent demand, unfounded demands exceeding legal responsibility, fraud, menacing acts, or interference with the business, or take any other actions equivalent thereto; or
 - (8) any other event similar to any of the preceding items occurs.
2. If either the Foundation or the Licensee considers that the event listed in Article 9.1(6) or (7) above is likely to occur with respect to the other party, then it may seek a report regarding such event from the other party, and the other party must submit such report by the designated date. In such case, Foundation or Licensee, as applicable, may suspend the performance of its obligations hereunder for a reasonable period of time until it receives a reasonable explanation from the other party that such an event is not likely to occur.

Article 10. Non-Assignment, etc.

The Licensee may not, after the execution of this Agreement, assign its contractual position hereunder to a third party unless consented to by the Foundation.

Article 11. Confidentiality

1. The Foundation and Licensee may not disclose or leak to a third party (excluding the International Committee of Sports for the Deaf, the Tokyo Metropolitan Government, and the Japanese Federation of the Deaf) any information regarding the technology, business or services of the other party learned in the performance of this Agreement (“Confidential Information”) without the prior written consent of the other party, and shall use Confidential Information only for the performance of this Agreement and not for any other purpose.
2. Any person receiving Confidential Information pursuant to Article 11.1 above may disclose the same only to a minimum number of its officers and employees who need to know the same for the performance of this Agreement (including its directors, other officers, employees, and legal and accounting counsel; hereinafter referred to as "Recipients"), and when disclosing any Confidential Information to a Recipient, shall be responsible for imposing the same obligations as those imposed on such person, and for the performance of obligations by the Recipient.

3. Either the Foundation or the Licensee may, if required by laws and regulations, etc. to do so, disclose any information received from the other party to a minimum extent based on such requirement; provided, however, that in such case, the person disclosing such Confidential Information shall immediately notify the other party thereof in writing, and shall cooperate with the other party with the measures to protect Confidential Information to a reasonable extent.
4. If an incident occurs such as a leak of Confidential Information held by the Foundation or the Licensee due to willful misconduct or negligence on the part of either the Foundation or the Licensee, the breaching party shall notify the other party thereof without delay, and resolve such incident at its own responsibility and expense.

Article 12. Handling of Personal Information

1. Personal information obtained by the Foundation and Licensee in the course of performing this Agreement shall be deemed to be personal information held by each party.
2. The Foundation and Licensee may jointly use the personal information held by each party within the scope necessary for the performance of this Agreement. In such cases, the Foundation and Licensee shall take measures to ensure that the individual to whom the personal information pertains (meaning the specific individual identified by such personal information) is informed in advance of the purpose of the joint use of such personal information, the items of personal information to be jointly used, and the person responsible for managing such personal information.
3. The Foundation and Licensee shall comply with applicable laws and regulations and properly manage and utilise personal information held by each party and personal information jointly used in accordance with the provisions of the preceding paragraph.
4. If the Foundation or the Licensee intentionally or negligently causes an accident such as a leak of personal information jointly used, the party responsible for the leak shall resolve the matter at its own expense.
5. If either the Foundation or the Licensee entrusts the handling of personal information held by the other party to a third party, it shall report to the other party in writing the name of the third party and the status of management of the personal information entrusted to such third party.
6. After the termination of this Agreement, the Foundation and Licensee shall retain the personal information it holds in accordance with the retention periods specified in relevant laws and regulations, and shall dispose of such information appropriately thereafter.

Article 13. Term

The valid term of this Agreement shall be from the issuance date of “Approval on Broadcast

Application” until January 30, 2026; provided, however, that the provisions of Article 6 (Copyrights, etc.), Article 7 (Force Majeure), Article 8 (Cancellation of Games), Article 10 (Non-Assignment, etc.), Article 12 (Handling of Personal Information), this Article 13, Article 15 (Dispute Resolution) and Article 16 (Governing Law and Jurisdiction) shall survive the termination of this Agreement (including cases where terminated pursuant to Article 9, Paragraph 1. The same shall apply hereinafter.), and Article 11 (Confidentiality) shall remain in full force and effect for one year thereafter.

Article 14. Expenses

Any expenses necessary for the execution of this Agreement shall be borne by the Foundation and Licensee respectively.

Article 15. Dispute Resolution

The Foundation and Licensee shall perform this Agreement in accordance with the principle of good faith, and any doubt arising with regard to any provision of this Agreement or any matters not covered herein shall be resolved amicably upon good-faith discussion between both parties in each case.

Article 16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Japan, and any dispute arising between the Foundation and Licensee in connection with this Agreement shall be submitted to the exclusive agreed jurisdiction of the Tokyo District Court in the first instance.

Article 17. Supplemental Provision

This document has been translated into English based on the original Japanese document. In case of any discrepancies, the Japanese version shall take precedence.