

# Culture and Heritage Agreement

concluded on \_\_\_\_ \_\_\_\_\_ 2023 between

Brøndbyernes I.F. Fodbold A/S  
CVR no. 89933410  
Brøndby Stadion 30  
2605 Brøndby  
(the "Brøndby IF")

and

Fanafdelingen i Brøndbyernes IF  
CVR no. 40246681  
Brøndby Stadion 42  
2605 Brøndby  
(the "Fan Department")

## 1 Purpose and background

Brøndby IF and the Fan Department share a vision that:

- Brøndby IF is more than just a football club;
- Brøndby IF is a community that includes a football club and a cultural institution, which must co-exist to respect its history and values, and focus should be on protecting and developing this community;
- Brøndby IF is a football club that is sustainable in the long term, and at the same time a club that strives for development, cohesion and success across all pillars.

As a result of the above vision, Brøndby IF and the Fan Department have entered into this Culture and Heritage Agreement (the "Agreement") which shall form a legally binding agreement between the parties.

## **2 Policy principles**

### **2.1 Brøndby's unique identity is preserved and protected**

- 2.1.1 Brøndby IF will continue to play in yellow and blue, except as required by the Danish Divisional Association, rules or regulations (e.g. in relation to third jersey colors).
- 2.1.2 Brøndby IF will, subject to applicable laws, rules and regulations, play its home games at Brøndby Stadium (current location), or at a new stadium to be located in the Brøndby municipality or in the surrounding area. If Brøndby IF were to construct a new stadium, it will be permitted to play its home games on a temporary basis in a replacement stadium while the new stadium is being constructed.
- 2.1.3 Brøndby IF will not change its club name or logo.
- 2.1.4 Employees of the administration in Brøndby IF shall have their place of work and the day-to-day management in the Brøndby municipality, except to the extent the employees are working remotely.
- 2.1.5 Brøndby IF shall ensure that the Fan Department can continue to nominate one board member to the company's board of directors, who will then in turn, subject to shareholders approval, be appointed to the Brøndby IF board of directors.

### **2.2 Brøndby IF is run with transparency and openness**

- 2.2.1 Brøndby IF will comply with the Danish Divisional Association's rules for changes of ownership in Danish football (and/or work collaboratively with the Danish Divisional Association in case of any breach).
- 2.2.2 To ensure transparency, key aspects of all concluded material player transactions will be disclosed to Brøndby IF's board of directors in an adequate way. All information will be kept confidential within the board of directors and comply with applicable law.
- 2.2.3 Brøndby IF and the Fan Department agree to have an annual strategic fan/club meeting in connection with the publication of the club's annual report. At each such meeting, the then current status and any material new commercial, sporting and fan initiatives will be discussed with the participation of members of the board of directors of Brøndby IF and the board of the Fan Department. In all events all information provided at each such meeting will be provided in compliance with applicable law. In addition, a semi-annual update meeting will be held between Brøndby IF and senior leaders of the Fan Department.
- 2.2.4 A list of the football clubs which Global Football Holdings, L.P. owns is posted on the club's website. The list will also, based on Brøndby I.F. knowledge, include clubs owned by Global Football Holdings, L.P.'s controlling equityholders. The list will be updated on a periodic basis as and when changes occur.

**3. Term and termination**

This Agreement cannot be terminated for convenience as long as Global Football Holdings, L.P. holds a controlling interest in Brøndby IF. If Global Football Holdings, L.P. no longer holds a controlling interest in Brøndby IF, the Agreement may be terminated for convenience by either party with 6 months prior written notice to the other party.

**4. Governing law and disputes**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Kingdom of Denmark without regard to the Danish conflict of laws principles.

Any dispute, controversy or disagreement arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination, shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the procedural rules of arbitration adopted by the Danish Institute of Arbitration as in force at the time when such proceedings are commenced. The place of arbitration, including the main hearings, shall be Copenhagen, Denmark, and the language of the arbitration shall be English. The arbitral tribunal shall consist of 3 arbitrators and the proceedings and the award shall be confidential without limitation of time.

The Agreement has been executed in 2 original copies, each Party receiving 1 copy.

SIGNATURE SHEET FOLLOWS

SIGNATURE SHEET FOR CULTURE AND HERITAGE AGREEMENT

For Brøndbyernes I.F. Fodbold A/S:

\_\_\_\_\_  
Scott Krase

\_\_\_\_\_  
Ole Palmå

For Fanafdelingen i Brøndbyernes IF:

\_\_\_\_\_  
Name:

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Name: