GENERAL LICENCE – Football Matches

INT/2022/1327076

- 1. This licence is granted under regulation 64 of the Russia (Sanctions) (EU Exit) Regulations 2019 ("the Russia Regulations").
- 2. Any act which would otherwise breach the prohibitions in regulations 11 to 15 of the Russia Regulations is exempt from those prohibitions to the extent required to give effect to the permissions in this licence.
- 3. In this licence:

"Academy Player" means	An Academy Player as defined in rule 1.9 of the Premier League Youth Development Rules.
a "Broadcaster" means	A person who broadcasts Fixtures, whether regulated by the Office of Communications under the Communications Act 2003 or otherwise.
The "Club" means	Chelsea Football Club, Chelsea FC Plc and its subsidiaries.
The "Parent" means	Fordstam Ltd
"Club Team" means	Specific football teams within the Club, including but not limited to:
	The Men's and Women's teams, youth teams and development teams.
The "DPs" means	Roman Arkadyevich Abramovich and Eugene Tenenbaum.
"Fixtures" means	Football matches organised by Relevant Bodies.
"Merchandise" means	Merchandise licensed by the Club for production or sale by third parties.
a " Person" means	An individual, a body of persons corporate or unincorporate, any organisation or any association or combination of persons.
"Player" or "Players" means	Any person with a playing contract for any Club Team.
	Any person registered to a club which is not the Club, but with whom the Club still has a contractual relationship (through paying wages, or otherwise).
"Relevant Bodies" means	The English Football Association, The Premier League, the Union of European Football Associations, the International Federation of Association Football (FIFA), the English Football League and any other institution or administrative body of which the Club is a member.
a "Relevant Institution" means	A person that has permission under Part 4A of the Financial Services and Markets Act 2000 (permission to carry on regulated activity).
	A person that is authorised or registered under Part 2 of the Payment Services Regulations (SI 2017/752).

A person that is authorised or registered under Part 2 of the Electronic Money Regulations (SI 2011/99).
A person that is an operator of a recognised payment system (or that is a service provider in relation to recognised payment systems) for the purposes of Part 5 of the Banking Act 2009.

<u>Permissions</u>

- 4. Under this licence, subject to the conditions below, the Club may pay:
 - 4.1. Remuneration, allowances and pensions of all employees of the Club, including the wages of Players and coaching staff, agency workers, temporary workers, and contractors employed by the Club.
 - 4.2. Fees, dividends or other allowances to directors of the Club, payable under obligations which pre-date the date of this licence and are due in the period of this licence, but not any fees, dividends or other allowances to the DPs.
 - 4.3. Fees to providers of employment benefits for current and former employees of the Club (including private health insurance providers) where the Club has an obligation which existed before 10 March 2022 to provide such benefits to its current and former employees.
 - 4.4. Expenses in relation to Academy Players to:
 - 4.4.1. Parents or guardians of Academy Players

4.4.2. Host families providing accommodation to Academy Players

In accordance with the Premier League Youth Development rules.

- 4.5. Reasonable fees or other costs directly related to ongoing regular maintenance of the Club, including: rates, utilities, IT services, Council tax (or other taxes including PAYE, National Insurance and VAT), insurance, ongoing maintenance and inspection to ensure safety and security of its site (and buildings), ongoing capital works contractually agreed prior to 10 March 2022, but excluding new capital works or refurbishment.
- 4.6. Reasonable costs of travel to and from Fixtures (or for the purposes of training or practice) by any of the Club teams for players and essential staff (including the reasonable cost of any travel company making such arrangements and necessary security staff or contractors) not exceeding the value of £20,000 per game per Club team.
- 4.7. Reasonable costs necessary for the purposes of the Club hosting Fixtures at its home ground or grounds, including but not limited to:
 - 4.7.1. Safety management
 - 4.7.2. Premises/structure management
 - 4.7.3. Provision of medical services
 - 4.7.4. Crowd management and safety, security, and counter-terrorism
 - 4.7.5. Policing
 - 4.7.6. Zone Ex management and traffic management
 - 4.7.7. Provision, management, and safety of utilities
 - 4.7.8. Necessary equipment hire

4.7.9. Provision of services to employees of the Club, including agency workers, contractors and temporary workers, involved in the provision of activities including but not limited to those in paragraphs 4.7.1 to 4.7.8 including the provision of refreshments, personal protective equipment, and parking.

Not exceeding the value of £900,000 per Fixture per Club Team.

- 4.8. Payments to third parties in respect of prior obligations, including contracts signed before 10 March 2022 and in respect of legal decisions prior to 10 March 2022, except where those obligations are to any designated person.
- 4.9. Inter-club payments to discharge obligations which existed before 10 March 2022 under player loan arrangements.
- 4.10. Inter-club payments to discharge obligations which existed before 10 March 2022 under player sale arrangements.
- 5. Under this licence, subject to the conditions below, tenants and leaseholders of, or guests at hotels in, property owned by the Club may make regular payments to the Club pursuant to obligations entered into prior to 10 March 2022 including:
 - 5.1. Service charges
 - 5.2. Rent
 - 5.3. Property Fees
 - 5.4. Utility fees
 - 5.5. Hotel invoices
- 6. Under this licence, subject to the conditions below and in respect of property owned by the Club, the Club may pay relevant service providers including:
 - 6.1. Utility providers
 - 6.2. Other contractors providing services to tenants, leaseholders, or guests at hotels
- 7. Under this licence, subject to the conditions below, the Club may:
 - 7.1. Sell tickets or act as an agent during the sale of tickets to Fixtures where those tickets are for Fixtures held at a ground other than the Club's home grounds.
 - 7.2. Allocate tickets or act as an agent during the sale of tickets to other clubs, or the fans of other clubs, playing in Fixtures at the Club's home grounds.
 - 7.3. Sell tickets or act as an agent during the sale of tickets for Fixtures, where those tickets are for Fixtures held at the Club's home grounds and those Fixtures are in the UEFA Champions League, FA Cup, or Women's Super League competitions.

where "act as an agent" means receiving funds from ticket sales and transferring those funds on to a permitted third party under a prior arrangement or facilitating the transfer of funds from a ticket purchaser to a permitted third party. "Permitted third parties" means Relevant Bodies and other clubs participating in Fixtures.

- 8. Where activity is conducted pursuant to paragraph 7:
 - 8.1. The Club, a Relevant Body, or another club participating in Fixtures the activity relates to may, as agreed with the Club, process transactions in relation to those tickets and a Relevant Body,

or another club participating in the Fixtures the activity relates to, may receive and retain the proceeds of sale of those tickets.

- 8.2. A Relevant Body, or another club participating in Fixtures may pay administrative costs to the Club necessary to compensate the Club for acting as agent in respect of the sale or distribution of tickets.
- 8.3. Relevant bodies and other clubs participating in Fixtures may also act as an agent during the sale of tickets.
- 9. Under this licence, subject to the conditions below, persons who purchased (i) tickets for a Fixture or (ii) a Club season-ticket, prior to 10 March 2022, or (iii) are present at a Fixture may:
 - 9.1. Attend Fixtures and purchase refreshments while attending these Fixtures.
 - 9.2. Make payments under contractual or other obligations entered into prior to 10 March 2022 in respect of season tickets.
- 10. Under this licence, subject to the conditions below:
 - 10.1. Persons may pay to the Club payments to discharge existing obligations under player loan or sale arrangements.
 - 10.2. Relevant bodies may pay to the Club revenue for broadcast licensing related to any Fixtures and any performance fee including prize money.
 - 10.3. Under this licence, subject to the conditions below, the Parent may pay the Club up to £30,000,000.00 in respect of cashflow or liquidity issues faced by the Club.
 - 10.4. The Club may receive funds, which must be frozen, in accordance with paragraphs 5, 7, 8, 9, 10.1, 10.2, and 10.3 above.
 - 10.5. The Parent may pay its employees and the employees of its UK subsidiaries including remuneration, allowances and pensions of all employees of the Parent and its subsidiaries, including the wages of agency workers, temporary workers, and contractors employed by the Parent and its subsidiaries.
 - 10.6. The Parent may pay fees to providers of employment benefits for current and former employees of the Parent and its UK subsidiaries (including private health insurance providers) where the Parent has an obligation which existed before 10 March 2022 to provide such benefits to its current and former employees and those of its UK subsidiaries.
 - 10.7. The Parent may pay all taxes outstanding or that become due during the period of the Licence, including, but not limited to, council tax, PAYE, National Insurance and VAT.
 - 10.8. Insurance companies may provide cover to the Club in respect of policies entered into prior to 10 March 2022. The Club may not receive funds in relation to pay outs under any insurance policies under this licence.
 - 10.9. Broadcasters may broadcast any Fixtures involving the Club.

- 10.10. Third parties who purchased or produced Club Merchandise prior to 10 March 2022 are permitted to sell existing stocks of Club Merchandise, on the condition that no funds or other financial benefits are made available to the Club or to the DPs.
- 10.11. The Club may process refunds and chargebacks to customers in respect of any payments made to the Club under this licence.
- 11. Under this licence and subject to the conditions below, Relevant Institutions may process or accept payments made in accordance with paragraphs 4 to 10 above.

Record-keeping Requirements

- 12. A Person must keep accurate, complete and readable records, on paper or electronically, of any activity purporting to have been permitted under this licence with a value exceeding £5,000 for a minimum of 6 years.
- 13. Within 14 days of receiving funds, making payments, or conducting any activity under this licence with a value exceeding £5,000, a Person must submit to OFSI with complete and readable records of the activity.

<u>General</u>

- 14. The permissions in this licence do not authorise:
 - 14.1. Any act which the person carrying out the act knows, or has reasonable grounds for suspecting, will result in funds or economic resources being dealt with or made available in breach of the Russia Regulations, save as permitted under this or other licences granted under the Russia Regulations; or
 - 14.2. Any act by which funds or economic resources will be made available to the DPs.
- 15. Information provided to HM Treasury in connection with this licence shall be disclosed to third parties only in compliance with the UK General Data Protection Regulation and the Data Protection Act 2018.
- 16. This licence takes effect from 10 March 2022 and expires on 31 May 2022.
- 17. HM Treasury may vary, revoke or suspend this licence at any time.

Signed:

Office of Financial Sanctions Implementation HM Treasury 10 March 2022. Amended 12 March 2022 Amended 23 March 2022

Amended 11 April 2022