MEMORANDUM

Agenda Item No. 14(A)(5)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	November 17, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution confirming support for Miami-Dade County's bid to be the host site for the 2018 or 2022 World Cup

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice-Chairman Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 17, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(5)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(5)
11-17-09

RESOLUTION NO. _____

RESOLUTION CONFIRMING SUPPORT FOR MIAMI-DADE COUNTY'S BID TO BE THE HOST SITE FOR THE 2018 OR 2022 WORLD CUP, AGREEING TO THE TERMS INCLUDED IN THE HOST CITY AGREEMENT ATTACHED HEREIN, AND URGING THE USA BID COMMITTEE TO SELECT MIAMI-DADE COUNTY AS A HOST SITE FOR THE 2018 OR 2022 FIFA WORLD CUP BID

WHEREAS, the World Cup is the preeminent soccer tournament, attracting the finest soccer players from throughout the world; and

WHEREAS, hosting the World Cup would attract thousands of spectators to Miami-Dade County resulting in an economic stimulus for this community; and

WHEREAS, hundreds of millions of individuals watch the televised World Cup matches, thus providing invaluable exposure to Miami-Dade County; and

WHEREAS, the World Cup promotes international cooperation through athletic competition; and

WHEREAS, on July 21, 2009, the Board of County Commissioners unanimously adopted Resolution No. R-969-09, expressing its support for Miami-Dade County's bid to be the host site for the 2018 or 2022 World Cup; and

WHEREAS, a commitment to enter into a Host City Agreement is a precondition to any potential award of the World Cup,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby confirms its support for Miami-Dade County's bid to host the 2018 or 2022 World Cup, agrees to the terms included in the Host City Agreement attached hereto, authorizes the Miami-Dade

Sports Commission to execute the Host City Agreement on behalf of Miami-Dade County and the MIAMI/Host City Bid Committee and urges the USA Bid Committee to select Miami-Dade County as a host site for the 2018 or 2022 FIFA World Cup bid.

The foregoing was sponsored by Commissioner Jose "Pepe" Diaz and offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairwoman

Bruno Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of November, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

HOST CITY AGREEMENT

between

FEDERATION INTERNATIONALE
DE FOOTBALL ASSOCIATION (FIFA)
FIFA-Strasse 20
8044 Zurich
Switzerland

("**FIFA**")

and

[*Insert name and address of LOC*]

("**LOC**")

On the one side

and

[*Insert name & address of City Authority*]

("**Host City**")

On the other side

regarding participation in hosting and staging of the

2018 FIFA World Cup™

FIFA Confederations Cup 2017

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1. INTRODUCTION

1.1 FIFA

FIFA is the world governing body for the sport of Association Football, which it promotes on a worldwide basis through its development programmes, as well as by organising, supervising and promoting international Association Football competitions and supports and funds programmes that support social development through football.

1.2 Competitions and Ownership of Rights

FIFA, as the founder of the Competitions and world governing body of Association Football and based on its organisational, logistical and financial contributions, roles and responsibilities for the hosting and staging of the Competitions, has ultimate authority over the manner in which all FIFA competitions, including the Competitions, are staged and organised. Further, FIFA exclusively and solely owns and controls on a world-wide basis any and all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial or other rights and opportunities, including any title and interest in, and in relation to, the Competitions, including any Competition-related Events, whether existing or created in the future.

1.3 Bidding Process

(i) FIFA has invited its member associations to bid for the right to host and stage the Competitions and the Member Association has formally expressed its interest to participate in the Bidding Process with the objective to host and stage the Competitions in the Host Country.

(ii) FIFA intends to conclude the bidding process by appointing a host country of the Competitions in December 2010.

1.4 Bid Committee

The Member Association has established, or will establish, the Bid Committee with the purpose of participating in the Bidding Process and submitting a bid to FIFA.

1.5 LOC

The Member Association has established, or will establish, the LOC with the purpose of becoming the local organising committee responsible for hosting and staging the Competitions.

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2. SELECTION AND APPOINTMENT OF HOST CITY

2.1 Introduction

FIFA, with the support of the LOC, will be the overall responsible for the hosting and staging of the Competitions, including all Matches and any Competition-related Events. As the Competitions are events of public interest, and in view of the scope of the organisation required to host and stage the Competitions, FIFA and the LOC have developed a host city programme to closely cooperate with the host cities of the Competitions and to integrate these into the planning and organisation of the Competitions in such manner as described in this Host City Agreement. The roles and responsibilities of the Host City in relation to its support of the hosting and staging of the Competitions as well as the promotional rights and opportunities granted to the Host City are further described in this Host City Agreement.

2.2 Selection Process

(i) As part of the Bidding Process, the Bid Committee has proposed to FIFA a certain number of cities, including the Host City, to be candidate host cities for the Competitions, which shall be spread across the Host Country in a reasonable manner with the purpose of representing that the Competitions are considered a nationwide event.

As part of the Bidding Process, the Bid Committee has provided FIFA with an original of a host city agreement unilaterally executed by each of the candidate host cities, including with this Host City Agreement unilaterally executed by the Host City.

(ii) Subsequent to the appointment of the LOC to host and stage the Competitions, the LOC will submit to FIFA its proposal for the final selection of the host cities for the FIFA World Cup™ and the FIFA Confederations Cup. Such proposal shall contain a detailed explanation and reasoning why a candidate host city is proposed by the LOC to be selected as host city by FIFA, including a minimum of two (2) locations for the FIFA Fan Fest per candidate host city in accordance with Clause 4.9.3 (iii). As part of the selection process, the LOC will organise a host city selection tour to all candidate host cities.

(iii) By entering into this Host City Agreement, the Host City agrees to take part in such selection process as conducted by FIFA and the LOC for the appointment of the host cities for the Competitions by FIFA.

2.3 Appointment

(i) At a later stage, which is expected to be five (5) years prior to the FIFA World Cup™ at the earliest, FIFA will appoint all host cities in the Host Country for the respective Competition.

(ii) In the event that the Host City will be selected as a host city for the FIFA Confederations Cup and/or FIFA World Cup™ based on the selection process described in Clause 2.2 above and by counter-signing this Host City Agreement,

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FIFA appoints the Host City, and the Host City accepts such appointment, as a host city for the respective Competition on the terms and conditions as set out in this Host City Agreement.

(iii) As a consequence of the selection as host city for the FIFA Confederations Cup and/or FIFA World Cup™ and the appointment by FIFA, subject to the terms and conditions of this Host City Agreement

a) FIFA grants to the Host City, free of any charge and on a non-exclusive basis, the rights and opportunities for its promotion of the status as host city of the respective Competition as set out in this Host City Agreement, in particular in Clause 3 below; and

b) the Host City shall be obliged to support FIFA and the LOC, as well as such other third parties as identified by FIFA and the LOC, in connection with the hosting and staging of the Competitions and the promotion of the Competitions as set out in this Host City Agreement, in particular in Clause 4 below.

(iv) In case the Stadium is not located within the sole municipal jurisdiction of the Host City, but within the municipal jurisdiction of another city located directly adjacent to the Host City, upon request by FIFA and/or the LOC and prior to the appointment of the Stadium pursuant to the Stadium Agreement and the Host City pursuant to Clause 2.3 (ii) above, such neighbouring city must be made a party to, or otherwise fully bound to all relevant terms and conditions of, this Host City Agreement in such manner and form as requested by FIFA, to ensure that such neighbouring city fully supports the hosting and staging of the Competitions in such neighbouring city, and performs all relevant obligations, in full compliance with the terms and conditions of this Host City Agreement. For the avoidance of doubt, the neighbouring city shall not be entitled to design and create any marks, designs or other city-specific identification pursuant to Clause 3 below.

2.4 **FIFA Confederations Cup**

(i) In the event that the Host City is selected as a host city for the FIFA Confederations Cup, the Host City agrees and acknowledges that this Host City Agreement shall apply, directly and without any limitation, for the FIFA Confederations Cup.

(ii) FIFA and the LOC may, however, determine an adaptation and/or modification of the rights and obligations of the Host City under this Host City Agreement, taking into account the different scope of the hosting and staging of the FIFA Confederations Cup.

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3. HOST CITY PROMOTION

3.1 Host City Events

(i) The Host City shall be entitled to organise, host and stage Host City Events, subject to the terms and conditions of this Host City Agreement and the Host City Event Guidelines and, in particular, the following specific requirements:

a) Pursuant to Clause 5 below, the Host Cities may use the following Competition Marks in relation to the Host City Events, subject to the prior written approval by FIFA:

- Host City Composite Logo;
- Host City Designation;
- official Competition design as developed by FIFA;
- Official Slogan; and/or
- official Competition designation.

b) Commercial Affiliates shall, free of charge, be given appropriate recognition in relation to, and at, any Host City Event (e.g. by way of using composite towers or the Commercial Affiliate logo strip as provided by FIFA).

c) The Host City may grant marketing rights in relation to the Host City Events in such manner as to be determined by FIFA. The Host City agrees and acknowledges that entities being competitors of any of the Commercial Affiliates may not be granted any rights or opportunities in relation to any Host City Event.

d) Pursuant to Clause 4.11.2 below, Commercial Affiliates in any food and beverage product category shall have a first right of negotiation and right of last refusal for the right to offer and/or sell their products at any Host City Event, to be implemented in accordance with the procedure set out by FIFA.

e) The sale of official licensed products at any Host City Event shall be exclusively conducted by the entity appointed by FIFA as the official retailer for official licensed products in relation to the Competitions, to which the Host City shall provide space and utilities, on an at cost basis.

f) The location used for any Host City Event must be free and clean of any visible third party advertising, branding and/or other commercial identification.

Further details for the organisation and staging of Host City Events will be set out in the Host City Event Guidelines. The LOC agrees and acknowledges that any Host City Event must fully comply with the Host City Event Guidelines.

(ii) The Host City agrees and acknowledges that the organisation and staging of any Host City Event requires FIFA's prior written approval.

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(iii) By no later than three (3) years prior to the first Match of the FIFA World Cup™, the Host City shall provide FIFA with an overall concept for the organisation and staging of Host City Events, which shall describe in detail all relevant information relating to the organisation and staging of each of the Host City Events, including a list of planned events and activities by the Host City as well as the location, main content and objective of any such planned events and activities.

Subsequent to such due date and at any time, and in such manner, as requested by the LOC and/or FIFA, the Host City shall regularly provide FIFA and/or the LOC with written work-in-progress information, material, documents and drafts of concepts, proposals and plans in relation to any such activities and events of the Host City.

3.2 **Host City Poster**

(i) The Host City shall be entitled to be involved in the design and creation of the Host City-specific design element contained in the Host City Poster of the Host City, in cooperation with, and in such manner as determined by, FIFA. The Host City agrees and acknowledges that FIFA remains entitled to approve, in writing, the final design of the Host City Poster, including any Host City-specific elements.

(ii) The Host City shall be entitled to use the Host City Poster as a Premium and to promote and communicate its status as host city of the Competitions subject to, and in accordance with, the Host City Poster Guidelines. The Host City agrees and acknowledges that FIFA, at its sole discretion, remains entitled to determine the production, use and marketing of the Host City Poster.

(iii) The Host City shall ensure that any rights accrued for the Host City or any third party directly or indirectly commissioned by the Host City as part of the development and/or creation of the Host City-specific design element of the Host City Poster, in particular any and all present or future Intellectual Property Rights, including copyrights, rights of usage and other proprietary rights are immediately upon finalisation of the design and in perpetuity assigned, with full title guarantee to FIFA throughout the world and without any restriction in relation to time, scope and territory for the full term, including any renewals or extensions of such rights. These rights shall be assigned to FIFA prior to the public launch and/or the production of the Host City Poster. Further details shall be set forth in the Host City Poster Guidelines.

(iv) The Host City hereby irrevocably waives and shall ensure that any artist appointed, or in any other manner involved, by the Host City irrevocably waives in favour of FIFA, to the fullest extent permitted by any applicable laws, all moral rights and other rights of a similar nature which the Host City (or any such artist) may have at any time in and/or to the Host City Poster, including any Host City-specific elements.

(v) The Host City agrees and acknowledges that FIFA, free of any charge and in perpetuity, has the right to produce, use and market itself and to grant to the Commercial Affiliates, Media Rights Licensees and/or any further third party the

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right to produce, use and market any rights to, and opportunities in, the Host City Poster on a worldwide basis and without any restrictions.

(vi) The sale of the Host City Poster shall be managed by the licensee appointed by FIFA for the sale and marketing of the Host City Poster.

3.3 **Stadium Recognition**

(i) The Host City shall, at no costs for the Host City, be entitled to have its name incorporated in certain of the decoration material displayed in the Stadium and at other areas of the Stadium in a manner and at a scope as solely determined by FIFA, provided that FIFA and the LOC decide to develop such decoration material. The Host City agrees and acknowledges that FIFA shall be entitled to define, at its discretion, the design and content of any such decoration material in order to maintain consistency with the overall look and feel of the official Competition design as developed by FIFA.

(ii) In principle, the reference to the Host City will be in English language. However, the Host City shall inform FIFA of any language/dialect in which it may wish the Host City name to appear on any such decoration material. FIFA shall review such request in good view, with no obligation to use the local language/dialect version, in particular in view of a consistent approach across all host cities of the Competition.

3.4 **Official FIFA Website**

(i) The Host City shall be entitled, at FIFA's costs, to be presented on the official FIFA website for the Competitions, such presence of the Host City to be in such manner and to an extent to be determined by FIFA at its sole discretion.

(ii) The Host City agrees and acknowledges that

a) the official FIFA website for the Competitions shall be owned by FIFA and operated by, or on behalf of, FIFA;

b) FIFA will have the sole editorial and production control over any content hosted on the official FIFA website for the Competitions and the final decision on any matter appearing on the official FIFA website for the Competitions, including the right to determine which content is exhibited and which content is withdrawn; and

c) the official FIFA website will be the only official website in relation to the Competitions.

(iii) The Host City shall reasonably support FIFA in respect of the creation of a Host City-specific section on the official FIFA website, including the provision of photos and other relevant material and information, free of charge and free of any copyrights of any third party.

(iv) FIFA will provide a link to the Host City website on the relevant Host-City specific pages of the official FIFA website.

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3.5 **Host City Website**

(i) The Host City shall be entitled to promote and communicate its status as a host city of the Competitions on its Host City website by creating a dedicated section informing on its promotional activities and events as well as its support of the Competitions in such manner to be approved by FIFA in its sole discretion and subject to the Host City Website Guidelines.

(ii) The Host City shall ensure that no third party advertising or branding, or any other commercial content or identification of any commercial entity, appears within the Competition-related section of the Host City website.

3.6 **Premiums**

The Host City shall be entitled to use, but not to sublicense the right to use, the Host City Composite Logo on a reasonably small number of promotional and protocol gifts, not exceeding such maximum number per item as to be determined by FIFA at a later stage, provided that all such products are approved by FIFA beforehand and are sourced from Licensees, a preferred supplier of premiums appointed by FIFA, Commercial Affiliates or other third parties in accordance with the Host City Premium Guidelines. The use of the Premiums by the Host City shall also be governed by the terms and conditions to be set out in the Host City Premium Guidelines.

3.7 **Host City Display**

The Host City shall be entitled to set up a display to promote and communicate its status as a host city of the Competitions at the outside area of the Stadium and at an area located at or near the venue of the Final Draw or any other Competition-related Event, subject to the availability of space as determined by FIFA in its sole discretion. The size of the space made available for the set up of such display will be determined by FIFA depending on the respective local conditions. The Host City undertakes to comply with any specific guidelines issued by FIFA for the set up and operation of the display at such areas.

3.8 **Host City Publications**

(i) The Host City shall be entitled to produce, and to distribute free of charge, flyers and other print products to promote and communicate its status as a host city of the Competitions in such manner as determined by FIFA in its sole discretion. The Host City agrees and acknowledges that the layout and content of, including the use of the Host City Composite Logo or any other Competition Mark on or in connection with, any flyers and other print products, as well as the use and distribution thereof, are subject to this Host City Agreement and, in particular, the Host City Marks Guidelines and Host City Publication Guidelines.

(ii) The Host City agrees and acknowledges that the publications produced by, or on behalf of, the Host City shall

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a) be free of any advertising and promotional or other commercial content of any entity which is considered by FIFA a competitor of a Commercial Affiliate; and

b) bear recognition of the Commercial Affiliates in such manner as determined by FIFA (for instance, by way of using the Commercial Affiliate logo strip as provided by FIFA).

3.9 **FIFA/LOC Promotional Events**

(i) FIFA and/or the LOC may conduct, in their own discretion, promotional events, activities or tours (for instance, a FIFA World Cup™ trophy tour) within the Host Country, including the Host City prior to and during the Competitions, with the purpose of raising the awareness of the general public in relation to FIFA, the LOC and the Competitions.

(ii) In this regard, the Host City agrees and acknowledges that it may be requested to participate in, and/or stage parts of, such promotional events, activities or tours, for instance, to host a leg of the FIFA World Cup™ trophy tour, in which case the Host City shall provide such support to FIFA and the LOC as required by FIFA in accordance with specific guidelines to be released by FIFA at a later stage. Clause 4.1 below applies to the support to be provided by the Host City for any such promotional events, activities and tours.

3.10 **Tickets**

Subject to the ticket plan to be developed by FIFA, the Host City shall be entitled to purchase a certain number of tickets and ticket products for the Matches in the Host City (in an amount to be determined by FIFA at a later stage) prior to making such tickets or ticket products available for sale to the general public. In such case, the Host City agrees to fully comply with the standard terms and conditions and any further special requirements defined by FIFA for the use of any tickets or ticket products at a later stage, in particular to not use any such tickets or ticket products for any commercial purposes, whether by way of price offerings, competitions, sweepstakes or otherwise.

4. HOST CITY SUPPORT

4.1 **General Support**

On FIFA's and/or the LOC's request, the Host City shall support and provide an appropriate level of assistance to FIFA and/or the LOC in relation to the hosting and staging of the Competitions, in particular in connection with the

(i) organisation and implementation of any Competition-related Event staged by FIFA and/or the LOC in the Host City. If requested by FIFA and/or the LOC, such support and assistance shall include, at no cost to FIFA and/or the LOC

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a) the provision of an adequate location, including the availability of any utilities (such as water, power, cleaning, waste management, signage and toilets) and sufficient parking spaces and facilities;

b) the provision of emergency and security services;

c) support and assistance of FIFA and the LOC for local promotional activities and measures in relation to the Competition-related Event; and

d) such other support and assistance as reasonably requested by FIFA and/or the LOC in relation to the Competition-related Events hosted and staged in the Host City.

(ii) identification and provision of necessary spaces and facilities required by FIFA and/or the LOC for certain organisational tasks to be performed during the Competition Period and the periods of any Competition-related Events, in particular near the Stadium on Match Days, such as facilities used for the volunteer programme (as set out in Clause 4.7 below) or for the set up of any ticketing and/or accreditation centres.

Further details of such support and assistance in connection with specific Competition-related Events hosted and staged in the Host City, such as the Final Draw or the Preliminary Draw, shall be agreed separately between the parties at a later stage.

4.2 **Stadium and Training Sites**

4.2.1 Stadium

(i) FIFA will select at least one (1) Stadium in each host city of the Competitions, including in the Host City. The Host City shall support and assist FIFA and the LOC in connection with the selection process of such Stadium in relation to the Competitions in such manner as requested by FIFA and/or the LOC, which may include the provision of any relevant information on public transportation, local security and any other matters of interest, the provision of maps as well as the attendance of inspection tours, further workshops and meetings by key personnel and representatives of the Host City.

(ii) The Host City shall further support and assist FIFA and the LOC in connection with the use and operation of the Stadium and undertakes to fully co-operate with, and assist, FIFA and the LOC in the provision of all infrastructure requirements in connection with the Stadium and within the Host City in order to facilitate the use and operation of the Stadium for the Competitions. Further details on their cooperation in this respect shall be agreed in good faith between the Host City, the LOC and FIFA at a later stage.

4.2.2 Training Sites

(i) The LOC will identify and propose to FIFA for its selection a minimum of four (4) potential Venue-Specific Training Sites in the Host City, which each must be

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located as close as possible to the respective Venue-Specific Team Hotel chosen by FIFA, but at a maximum of a twenty (20) minutes drive from the respective Venue-Specific Team Hotel. Based on such proposal, FIFA and the LOC will select one (1) Venue-Specific Training Site in the Host City per Venue-Specific Team Hotel, with one (1) "back-up" Venue-Specific Training Site in the Host City to be used as a reserve.

(ii) The Host City shall support and assist the LOC and FIFA in connection with the selection process, use and operation of such Training Sites in relation to the Competitions in such manner as requested by FIFA or the LOC, which may include the provision of any relevant information on public transportation, local security and any other matters of interest, the provision of maps as well as the attendance of inspection tours, further workshops and meetings by key personnel and representatives of the Host City.

(iii) The Host City shall further support and assist the LOC and FIFA in connection with the use and operation of such Training Sites and undertakes to fully co-operate with, and assist, the LOC in the provision of all infrastructure requirements in connection with any Training Sites and within the Host City in order to facilitate the use and operation of any Training Sites for the Competitions. Further details on their cooperation in this respect shall be agreed in good faith between the Host City, the LOC and FIFA at a later stage.

4.2.3 Stadium Names / Training Site Names

In respect of the name of the Stadium and the Training Sites to be used in relation to the Competitions, the Host City agrees and acknowledges that:

(i) FIFA shall be entitled to change the name of the Stadium and the Training Sites selected for any purposes in relation to the Competitions to any name that it deems appropriate, without any reference to the naming rights sponsor if the Stadium or the Training Sites (e.g. "2018 FIFA World Cup Stadium/Training Site [Host City]") for the entire term of this Host City Agreement. For the avoidance of doubt, FIFA shall be free to grant, during the Competition Period, any naming rights in relation to the Stadium and any Training Sites to the Commercial Affiliates or any other third party;

(ii) it shall exclusively use for any purposes in relation to the Competitions the official name of the Stadium and any Training Site as determined by FIFA for the Competitions, in particular in any press releases, brochures and any other public written or oral statements for the entire term of this Host City Agreement;

(iii) it shall not use in any press conference, press release, printed materials or any other marketing or promotional materials or otherwise the customary name of the Stadium or the Training Sites with reference to the naming rights sponsor in any context with the Competitions for the entire term of this Host City Agreement; and

(iv) any directional signage of the Stadium and any Training shall only display the official name of the Stadium or the Training Sites for the Competitions as determined by FIFA as of at least fourteen (14) days prior to the first Match,

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training session or any other official event of the relevant Competition taking place in such Stadium or Training Site and be implemented in accordance with the official Competition design as developed by FIFA.

4.3 **Controlled Area**

(i) The Controlled Area is an area (such as temporary parking areas used on Match Days, open outdoor spaces, entertainment areas or arenas) determined by FIFA which is located directly adjacent to the Outer Stadium Perimeter, in which certain commercial and other activities are prohibited on Match Days and the days prior to Match Days to ensure the smooth implementation of the hosting and staging of the Matches and protect the rights of the Commercial Affiliates as set out in this Clause 4.3.

(ii) The Host City shall ensure that the Controlled Area shall be included as much as possible into the organisation of the Matches and that any measures necessary to comply with the requirements for the Controlled Area as set out in Clause 4.3 and 4.4.below are taken in such manner as required by FIFA and the LOC.

(iii) In particular, the Host City shall

a) ensure that, to the extent permitted by applicable laws and regulations, any advertisement and other commercial identification located within the Controlled Area will be removed or fully covered;

b) not grant any permits or other concessions for activities (such as for the use of the spaces or buildings for advertisements or other promotional activities) within the Controlled Area and suspends any existing permits, concessions or licenses within the Controlled Area; and

c) use best efforts to discuss, in the name, and on behalf, of FIFA and the LOC, these requirements with the owners and operators of any buildings and spaces located within the Controlled Area and, to the extent necessary to ensure compliance with these requirements and to enter, at its own costs, into the respective arrangements with these owners or operators.

(iv) The Host City agrees and acknowledges that the Controlled Area must comply with the following requirements on Match Days and the day before Match Days in relation to the Stadium:

a) the Controlled Area must be free and clear of any outdoor advertising (in accordance with the instructions by FIFA and the LOC). The removal and coverage of the outdoor advertising may be done temporarily;

b) no events or other activities may be held in any buildings and at any spaces located within the Controlled Area which in the opinion of FIFA and/or the LOC may impact on the organisation or marketing of the respective Match; and

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c) no public sales of food, beverages, fan items, souvenirs or similar products or other products as decided by FIFA may take place in or from any buildings, or at any spaces, located within the Controlled Area (in accordance with the instructions by FIFA and the LOC).

(v) Further details in relation to the definition and set up of the Controlled Area and the implementation of the corresponding requirements will be defined by FIFA in specific guidelines to be issued by FIFA at a later stage.

4.4 Host City Dressing

4.4.1 Introduction

A major component of FIFA's Competition branding and anti-Ambush Marketing strategies involve the use and acquisition of Outdoor Advertising Media which is used by FIFA and the LOC to install official Competition branding to create a festive atmosphere in the host cities of the Competitions and other key locations within the Host Country or to offer such inventory to the Commercial Affiliates for purchase from the owners of such inventory. In this regard, FIFA and the LOC will establish a Host City Dressing for each host city of the Competitions, including the Host City and each host city where a draw or any other Competition-related Event is staged. Such Host City Dressing will be established by FIFA on the following basis:

(i) FIFA shall be responsible to

a) develop the design of any material used for the Host City Dressing, which may include recognition of the Host City and the Commercial Affiliates in such manner as determined by FIFA;

b) develop the overall strategy for the Host City Dressing; and

c) identify, together with the LOC, the locations and inventory used for the Host City Dressing, including, at a minimum, the relevant locations and inventory along the Protocol Routes and any such inventory made available to the LOC and FIFA as part of the Outdoor Advertising Media mentioned in Clause 4.4.3 below.

(ii) The LOC shall be responsible for the production and delivery of any material used for the Host City Dressing, such as banners, flags and posters.

4.4.2 General Host City Support

The Host City shall, at its own costs

(i) be responsible to support the Host City Dressing in such manner as set out in this Host City Agreement, in particular Clauses 4.4.3 to 4.4.7 below and as requested by FIFA and/or the LOC;

(ii) ensure that the Host City Dressing material installed in the Host City may bear recognition of the Commercial Affiliates;

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(iii) legally assess and inform the LOC of any legal regulations or restrictions that may exist in the Host City in relation to the implementation of the Host City Dressing;

(iv) issue any necessary permits for the installation of the Host City Dressing material.

4.4.3 Identification of Outdoor Advertising Media

Upon request by the LOC and/or FIFA, the Host City will, at its own costs, make available to the LOC and/or FIFA a detailed identification and listing of all existing Outdoor Advertising Media, being any spaces and other facilities suitable for promotional purposes (for example, rotating boards, video walls, billboards, lampposts, bridge railings, public transportation, public building facades) at such locations as defined in Annexe 2 or as otherwise determined by FIFA and the LOC, in particular along the Protocol Routes and at the airport, the train stations as well as in the vicinity of the Stadium, the official hotels as well as the Training Sites.

4.4.4 Provision of Outdoor Advertising Media

(i) The Host City shall make available to the LOC and/or FIFA the Outdoor Advertising Media in such manner and extent, and for such time period, as set out in Annexe 2 of this Host City Agreement, in particular alongside the Protocol Routes.

(ii) In the event that the Outdoor Advertising Media identified, listed and available to the Host City are, in the opinion of FIFA and the LOC, not sufficient to meet the Host City Dressing requirements of FIFA and the LOC for the Competitions, the Host City shall, at its own expense, acquire additional Outdoor Advertising Media for the defined time periods and make such additional Outdoor Advertising Media available, free of charge, to FIFA and the LOC for the Host City Dressing, in particular along the Protocol Routes.

4.4.5 Installation, Maintenance and Dismantling of Host City Dressing Material

The Host City shall, at its own costs, be solely responsible for the installation, maintenance and dismantling of any Host City Dressing material at any locations identified and used within the Host City in accordance with the instructions given by FIFA and/or the LOC.

4.4.6 Liability and Insurance

The Host City shall be liable for any damages of FIFA, the LOC or any third party caused by the installation or the dismantling of the Host City Dressing material and shall, at its own costs, secure and maintain adequate insurance to cover

(i) all risk of any damages of FIFA, the LOC or any third party caused by the installation or the dismantling of the Host City Dressing material; and

(ii) all risks of loss or damage suffered by the LOC and/or FIFA from the loss or damage of the Host City Dressing material.

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4.4.7 Host City Delivery Proposal

By no later than 1 January of the calendar year two (2) years prior to the FIFA World Cup™, the Host City shall submit to the LOC, for the prior written approval of the LOC and FIFA, a detailed plan how the Host City will comply with its obligations in relation to the Host City Dressing for the Competitions and any Competitions-related Events as set out in Clauses 4.4.2 to 4.4.6 above, including any relevant information and details on the required locations and inventory to be made available to the LOC and FIFA.

4.5 Traffic and Parking

4.5.1 Traffic Management Plan

(i) By no later than three (3) years prior to the FIFA World Cup™, or at any earlier time requested by the LOC, the Host City shall provide the LOC with a traffic management plan for the Competition Periods, describing in detail:

a) traffic management systems around the Stadium and in the centre of the Host City on Match Days as well as for the location of the FIFA Fan Fest for the entire Competition Period, including contingency/emergency plans;

b) routes, including shuttle bus routes, timetables and distance estimates for key routes being covered by the traffic management plan;

c) organisation of public transportation on Match Days, including free public transportation for ticket holders and hospitality guests as well as for FIFA Fan Fest visitors;

d) the directional signage system within the Host City and for all highways, streets, airports, train stations and other relevant locations and areas as proposed to be established in connection the Competitions by the Host City, which shall be consistent with the directional signage programme established by the other host cities of the Competition and the official Competition design as developed by FIFA;

e) the traffic and transportation information system as proposed to be established by the Host City together with the airport and train station authorities as well as with the police and other public authorities for visitors of the Competitions and the FIFA Fan Fest, including any flyers, website information and information desks; and

f) the manner in which the Host City proposes to comply with the specific requirements set out in this Clause 4.5.

(ii) The Host City shall implement the traffic management plan for the Competition Periods, at its own costs, including the implementation and adoption of all measures being part of the traffic management plan, passing the necessary municipal ordinances and by-laws as well as providing any assistance requested of it by FIFA, the LOC and/or the Government authorities.

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4.5.2 Buses and Trains

The Host City shall, to the extent that it is empowered to do so, ensure that local and national buses and trains connecting into the Host City and/or operating within the Host City itself

(i) are fully operational on each Match Day; and

(ii) continue to operate for a period of at least four (4) hours after the end of each Match taking place in the Host City.

4.5.3 Airports

(i) The Host City shall, to the extent that it is empowered to do so, ensure that

a) on Match Days and other days as required by FIFA or the LOC, the Host City airports are open for late night and early morning flight arrivals and departures to accommodate Match kick-off and conclusion times in the Host City and the requirement to enable spectators to fly in and out of the Host City with maximum flexibility; and

b) airline operators shall not be required to pay any premium airport taxes, charges, or penalty fees for flying in or out of the Host City airports before or after customary airport closure times during the entire Competition Period.

(ii) The Host City shall seek the support of the Host City airport authorities for the provision of the Outdoor Advertising Media at the Host City airport by the Host City to the LOC and FIFA as required to be provided by the Host City pursuant to Clause 4.4.4 (i) above.

(iii) The Host City shall facilitate any discussions of FIFA and/or the LOC with the relevant Host City airport authorities with the purpose of the Host City airport authorities agreeing to

a) comply with the requirements set out in Clause 4.5.3 (i) a) and b) above to the extent that the Host City is not empowered to comply with such requirements itself; and

b) provide FIFA and the LOC, free of any charge, with welcome desks, preferred guest treatments and welcome procedures for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials.

4.5.4 Parking Facilities

(i) The Host City shall, in close cooperation with the Stadium authority, support the LOC, in such manner and at such time as requested, to provide sufficient parking facilities at the Stadium and any Training Site for the general public as well as for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials, by making temporarily available to the

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LOC, free of any charge, sufficient Host City owned areas, spaces and or facilities which may be used for parking in connection with the Matches.

(ii) In particular, if requested by the LOC and/or FIFA, the Host City shall, at no costs, provide the LOC with a parking facility for approximately eight hundred (800) cars, together with properly equipped office facilities for up to five (5) staff members, to serve as a distribution centre for any vehicles used by FIFA and the LOC in connection with the transportation operation for the Competition for such duration prior, and during, the Competition as requested by the LOC and/or FIFA.

(iii) The Host City shall, in close cooperation with the Stadium Authority, ensure that:

a) access from all parking facilities to the Stadium shall be possible without the crossing of the main traffic flows of the spectators; and

b) special access routes shall be made available for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials, such as media representatives and representatives of the Commercial Affiliates and Media Rights Licensees.

4.5.5 Combination-Ticket Agreement

The Host City shall, in the name and on behalf of the LOC, enter into a combination-ticket agreement with the local public transportation entity that allows any ticket holder and accreditation card holder to use public transportation on Match Days, free of charge. The content of the combination-ticket agreement, including the respective allocation of costs to the individual tickets, will be determined between the responsible public transportation entity, the Host City, FIFA and the LOC.

4.5.6 General Traffic Support

(i) The Host City shall, upon FIFA and/or the LOC's reasonable request, at any time during the Competition Periods, temporarily

a) restrict public access, or close public access completely, to any roads within the Host City; and

b) provide special traffic access lanes as well as police escorts for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials;

(ii) The Host City shall ensure that, at all times during a period starting one (1) day before each Match Day, and ending one (1) day after such Match Day, on-call road and traffic light maintenance services by the relevant Host City authorities are operational.

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4.6 **Team Base Camps**

(i) During the FIFA World Cup™, the delegation of each Team will stay in a Team Base Camp for the entire period of their stay in the Host County, expect for such nights when the delegation of the Teams stay in a Venue-Specific Team Hotel. The LOC will identify and recommend to FIFA suitable hotels for the creation of the Team Base Camps throughout the Host Country, which may also be located within the Host City. Each Team Base Camp must be located in a quiet and secured environment within a one (1) hour bus drive from the Host City airport and within a twenty (20) minute bus drive from a Training Site. Based on such proposal, FIFA will identify such hotels which may be selected as Team Base Camps for the FIFA World Cup™.

(ii) The Host City shall support and assist the LOC in connection with the process of identifying and selecting hotels in the Host City to be proposed as Team Base Camps as well as the use and operation of such Team Base Camps by a Team Delegation in such manner as requested by the LOC, which may include the provision of any relevant information on public transportation, local security and any other matters of interest, the provision of maps as well as the attendance of inspection tours and meetings by key personnel and representatives of the Host City.

4.7 **Volunteer Programme**

(i) The Host City shall support the LOC within the Host City in respect of the implementation of the Volunteer programme to be established by the LOC for the Competitions, in particular by providing, free of charge, facilities for the Volunteer programme managers, used for the selection, education and invitation of Volunteers as well as for any Volunteer events, such as a joint kick-off event staged by FIFA, the LOC and the Host City (if any) as requested by the LOC. The duration of the use and the scope of the required facilities will be confirmed by the LOC at a later stage.

(ii) The Host City shall be entitled to have Host City-specific training programmes integrated into the Volunteer programme to be established by the LOC for the Competitions.

(iii) Unless specifically agreed otherwise between FIFA, the LOC and the Host City, the Host City shall not set up a volunteer programme independent of the Volunteer programme to be established by the LOC for the Competitions.

4.8 **Safety and Security, Fire Protection and Medical Services**

The Host City shall, at its own expense

(i) support FIFA and the LOC in the area of safety and security and fire protection

a) outside of the Stadium on Match Days and on any other days when the Stadium is used in connection with the Competitions;

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b) at any Training Sites on such days when any training sessions in connection with the Competitions take place;

c) at any Team Base Camps (if located in the Host City) on such days when any Team Delegation or other officials use the Team Base Camps;

d) at any other Sites on such days when any Competition-related Events take place; and

e) at the Host City airports, main train stations as well as further public transportation sites, such as bus and metro stations as well as transportation vehicles, including airplanes, buses, metros and trains, which are used in relation to the Competitions during the Competition Period;

(ii) adopt all general safety and security, fire protection and medical service measures as well as other protection measures in relation to the Competitions, including the provision of facilities, such as fences and other infrastructure, dedicated police protection for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials;

(iii) pass the necessary municipal ordinances and by-laws to fully implement any arrangements for the general safety and security, fire protection and medical service measures relating to the Competitions; and

(iv) provide any such support and assistance as may be requested by the Government authorities.

Any such general safety and security, fire protection and medical service measures shall be of the highest quality and standard with a high degree of priority, taking into account that the FIFA World Cup™ is one of the most significant sporting events in the world occupying a high level of public interest. Further details of the support to be provided by the Host City in this respect shall be agreed between the LOC and the Host City at a later stage.

4.9 FIFA Fan Fest for FIFA World Cup™

4.9.1 General Principle

(i) In order to ensure broad access to the FIFA World Cup™, and to provide a safe, secure and entertaining environment, for the inhabitants of the Host City and the visitors of the Host Country, FIFA and the LOC may, with the support of, and/or together with, the Host City, organise, or support the organisation of, a FIFA Fan Fest in the Host City, subject to and in accordance with this Clause 4.9.

(ii) The Host City agrees and acknowledges that FIFA shall be free to decide whether or not a FIFA Fan Fest will be staged in the Host City, or in all or some of the host cities of the Competition, or in any other cities of the Host Country and any other countries, which may or may not include the Host City. FIFA will

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inform the Host City by no later than 1 January of the calendar year two (2) years prior to the FIFA World Cup™.

(iii) Without limiting the foregoing, it is intended that the FIFA Fan Fest will take place in every host city of the FIFA World Cup™, including in the Host City, on the basis of the following parameters: (i) taking place on each day of the FIFA World Cup™; (ii) allowing entry free of charge to the majority of the spectators; (iii) providing a live-broadcast of all sixty-four (64) Matches of the FIFA World Cup™; (iv) offering food and beverage and merchandise availability; (v) being staged within a fenced and secured area; (vi) being the only public viewing event endorsed and authorised by the Host City; and (vii) providing a stage of a dimension which allows entertainment programme by the Host City, the LOC, FIFA and/or the Commercial Affiliates or any other third party identified by FIFA.

4.9.2 FIFA Fan Fest Event Manual

FIFA will provide the Host City at a later stage, but the latest two (2) years prior to the FIFA World Cup™, with the FIFA Fan Fest Event Manual, being an operational manual containing all relevant operational details and requirements for the planning, management and operation of the FIFA Fan Fest, such as the venue requirements, the infrastructure requirements, the overall project plan, budget principles, milestones, roles and responsibilities as well as any marketing, media, concession and other requirements. The Host City agrees and acknowledges to fully comply, at its own costs, with any requirements contained in the FIFA Fan Fest Event Manual.

4.9.3 Host City Support

(i) The Host City agrees and acknowledges to support FIFA, at its own costs, in respect of the planning, organisation and implementation of the FIFA Fan Fest in the Host City in such manner as defined in this Host City Agreement and the FIFA Fan Fest Event Manual or as further required by FIFA at a later stage. Such definition of the Host City Support by FIFA shall be done on the basis of the final FIFA Fan Fest concept to be established by FIFA as described in Clause 4.9.3 (ii) below.

(ii) As part of the final FIFA Fan Fest concept, FIFA will define the exact roles and responsibilities of FIFA, the LOC and the Host Cities in relation to the planning, organisation and implementation of the FIFA Fan Fest and all relevant details of the support and obligations of the Host City on the basis of this Host City Agreement. FIFA will submit the final FIFA Fan Fest concept to the Host City by no later than 1 January of the calendar year two (2) years prior to the FIFA World Cup™.

(iii) The Host City agrees and acknowledges that FIFA shall have the right to request the Host City to be the organiser of, or to appoint an professional expert agency to organise on its behalf, the FIFA Fan Fest in the Host City in accordance with the conditions set out in this Host City Agreement, in particular in this Clause 4.9 and the FIFA Fan Fest Event Manual.

(iv) Regardless of the final FIFA Fan Fest concept, in any event the Host City shall, at its own costs, fully comply with the final FIFA Fan Fest concept and provide the

following support for the planning, organisation and implementation of the FIFA Fan Fest

a) by no later than three (3) years prior to the start of the FIFA World Cup™, propose a minimum of two (2) locations suitable for the FIFA Fan Fest in the Host City, such locations to be central, well-known, iconic locations within the centre of the Host City, to be easily accessible for the visitors of the FIFA Fan Fest, to be approved by all relevant local security and other authorities as FIFA Fan Fest location and complying with the venue requirements defined by FIFA and to provide to FIFA such of these two (2) locations as chosen by FIFA, in its sole discretion, for the hosting and staging of the FIFA Fan Fest in the Host City;

b) ensure that the final location provided by the Host City is clear and free of any third party advertising or other commercial recognition in accordance with the clean site requirements set forth in the FIFA Fan Fest Event Manual;

c) provide the necessary safety and security for the FIFA Fan Fest, including the fences and any personnel to guard the fences for the entire period of the FIFA Fan Fest;

d) provide the media and other infrastructure for the FIFA Fan Fest in accordance with the infrastructure requirements set forth in the FIFA Fan Fest Event Manual;

e) ensure the availability of all relevant utilities for the hosting and staging of the FIFA Fan Fest (such as power and water supply, cleaning, waste management, toilets, lighting, signage, first-aid and emergency services), as further defined in the FIFA Fan Fest Event Manual;

f) obtain and/or grant the necessary permits, licenses and/or clearances; and

g) secure the relevant event insurances (such as general liability insurance) for the hosting and staging of the FIFA Fan Fest in accordance with FIFA's requirements.

4.9.4 General Conditions

The Host City agrees and acknowledges that, unless otherwise agreed by FIFA in writing

(i) FIFA shall be responsible for the overall coordination and management of the FIFA Fan Fest project in such manner as defined in the FIFA Fan Fest Event Manual;

(ii) FIFA may grant to the Commercial Affiliates as part of their overall FIFA World Cup™ sponsorship package such standard rights in relation to the FIFA Fan Fest as to be defined by FIFA, which may, for example, include the right to receive branding around the screens and at other key locations at the FIFA Fan Fest, space for commercial displays, on-screen advertising slots and other on-site and/or off-site promotional rights in relation to the FIFA Fan Fest;

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(iii) FIFA may grant, or may authorise the Host City to grant, further marketing or any other rights providing any kind of exposure relating to the FIFA Fan Fest to the Commercial Affiliates (such as title sponsorship rights, on-screen advertisement rights or any other on-site and/or off-site promotional rights) in such manner as to be defined by FIFA. No such rights may be granted to any entity which is considered by FIFA a competitor of a Commercial Affiliate, regardless of the level of involvement of the Commercial Affiliate;

(iv) the Commercial Affiliates in the food and beverages categories shall have the exclusive right for the sale of products within their respective product categories at the FIFA Fan Fest in such manner as to be determined by FIFA in the FIFA Fan Fest Event Manual. Without limiting the foregoing, local unbranded handcraft products by non-competitive third parties in product categories other than those of the Commercial Affiliates may be sold at the FIFA Fan Fest in such manner as to be determined by FIFA in the FIFA Fan Fest Event Manual;

(v) the entity appointed by FIFA as the official retailer for official licensed products for the FIFA World Cup™ shall have the exclusive right to sell official licensed products and other merchandising products at the FIFA Fan Fest and shall be provided with sufficient space to its operate a sales outlets at the FIFA Fan Fest;

(vi) FIFA shall be responsible to develop the overall branding concept to be used and applied by the Host City, the LOC and FIFA for the FIFA Fan Fest, which shall be based on the official Competition design as developed by FIFA;

(vii) FIFA will set out the rules for the broadcast signal to be used at the FIFA Fan Fest, the broadcast structure as well as the exploitation of any on-screen advertisement and other screen/stage opportunities in the FIFA Fan Fest Event Manual; and

(viii) FIFA shall have the right to determine the supplier of any of the giant screens, stages as well as the sound and light systems used at the FIFA Fan Fest.

4.9.5 Allocation of Budget / Revenues

(i) As part of the overall Competition budget to be established by the Host City, the Host City shall ensure to allocate sufficient funds to the FIFA Fan Fest project to cover any costs in relation to its support of the planning, organisation and implementation of the FIFA Fan Fest in the Host City as described in this Host City Agreement. For such purposes, FIFA will provide the Host City with a template to be used for the budget allocation which shall form part of the FIFA Fan Fest Event Manual.

(ii) The Host City shall be entitled to retain such revenues generated from the FIFA Fan Fest as to be defined as part of the final FIFA Fan Fest concept referred to in Clause 4.9.3 (ii) above.

4.9.6 Other Public Viewing Events

The Host City agrees and acknowledges that the FIFA Fan Fest shall be the only official public viewing event in relation to the FIFA World Cup™ within the Host City.

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If required for security or other operational reasons and approved by FIFA in writing, the Host City may, at its own costs, be involved in the organisation of another public viewing event in the Host City, subject to the terms and conditions to be set out by FIFA. In such case, the Host City shall, in particular, adopt the necessary safety and security measures for such other official public viewing event.

4.10 Promotion, Public Relations and Publications

4.10.1 Introduction

The Host City agrees and acknowledges that an appropriate promotion of the Competitions on a nationwide, regional and local level, including the Host City, is a key component of the successful hosting and staging of the Competitions in the Host Country. By no later than three (3) years prior to the start of the FIFA World Cup™, the Host City shall submit to the LOC and FIFA, for their prior written approval, a communication plan, taking into account the specific requirements described in this Clause 4.10 below.

4.10.2 Promotion of the Competitions

(i) The Host City shall, at its own costs, actively promote the Competitions locally with the purpose of raising the awareness of the Competitions, FIFA and the LOC within the local population well in advance of the start of the Competitions. In particular, the Host City shall

a) stage and organise promotional activities in the Host City which shall form part of the Host City Events described in Clause 3.1 above; and

b) ensure that the tourism entity or institution of the Host City is properly involved in any of the promotional activities of the Host City and shall support and assist FIFA and the LOC to promote the Competitions.

(ii) The Host City shall, at its own costs, support and assist the LOC and FIFA in their activities and events organised for the promotion of the Competitions in accordance with a public relations concept for the Competitions which will be developed by FIFA at a later stage. In particular, the Host City shall support

a) all local promotional activities of FIFA and the LOC by, for example, ensuring the presence of Host City representatives at events, the provision of facilities for promotional events and activities prior and during the Competitions pursuant to Clause 4.1 above; and

b) any promotional initiates by the LOC and FIFA for the sale of tickets within the Host City.

(iii) No commercial or other third parties shall be involved in any promotional activities of the Host City, unless otherwise specifically approved in writing by FIFA, such approval to be given or withheld at its sole discretion.

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4.10.3 Public Relations

The Host City agrees and acknowledges that consistency between the Host City, FIFA and the LOC is of essence in relation to content, means and relevance of the respective communication matters. Based hereon, the Host City shall, at all times

(i) co-ordinate with FIFA and the LOC any public statements, as well as any of its public and private press briefings;

(ii) comply with any communication guidelines in relation to the Competitions, FIFA, the LOC and/or the Host City;

(iii) agree with FIFA and the LOC on the timing, form and content of any public announcement, statement and/or public and private press briefings in relation to the Competitions or the status of the Host City as a host city of the Competitions;

(iv) ensure that, in particular in connection with the selection of the host cities for the Competitions, its key personnel and representatives refrain from any public announcement, statement and/or public and private press briefings on the status as a host city of the Competitions and the selection of other host cities which may negatively reflect upon the other host cities, the LOC, the Commercial Affiliates and/or FIFA; and

(v) refer to the Competitions by the official title or by FIFA-approved official translations of such official titles in the official languages of the Host Country in accordance with the communication guidelines mentioned above, to ensure the official Competition title is properly promoted and used in any communications conducted by the LOC.

4.10.4 Publications

The Host City agrees and acknowledges

(i) that FIFA shall develop the overall strategy and concept for all publications and other print material (whether print or electronic) issued in relation to the Competitions (such as guides, media guides, programmes, magazines, maps, booklets, books, electronic publishing, CD-ROMs, and bulletins) and to exploit any commercial and other rights relating thereto;

(ii) not to produce or issue, or in any manner authorise or endorse, any publications or other print material (whether print or electronic) issued in relation to the Competitions without FIFA's prior written approval; and

(iii) not to use any marks or other identifications of any commercial entities in any publications or other print material (whether print or electronic) issued in relation to the Competitions and to fully comply with the Host City Publication Guidelines.

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4.11 **Integration of Commercial Affiliates**

4.11.1 Host City Events / Publications

The Host City shall integrate the Commercial Affiliates

(i) at all Host City Events in such manner as required by FIFA in accordance with Clause 3.1 above; and

(ii) on any publications and other print materials of the Host City issued in relation to the Competitions referred to in Clause 4.10 above, in particular by using the Commercial Affiliates logo strip as provided by FIFA.

4.11.2 Use of Products and Services of Commercial Affiliates

(i) General Principle

To the extent permitted under applicable laws, in particular any laws and regulations governing the procurement of any products and services by the Host City, the Host City shall either source from, or grant a right of first negotiation and last refusal to, the Commercial Affiliate appointed in the relevant product category, all products and services (including security, logistical, insurance and any other services), facilities, equipment, infrastructure and resources used by the Host City in relation to the performance of its obligations under this Host City Agreement.

No corkage fee or any other charge may be imposed upon FIFA or the Commercial Affiliates for any products and services supplied for, and used by the Host City, or any third party appointed by the Host City, in relation to the performance of its obligations under this Host City Agreement.

(ii) Communication and FIFA Support

FIFA shall establish the procedure and communication protocol for the discussions between the Commercial Affiliates and the Host City to support and promote the sourcing of products and/or services from the Commercial Affiliates by the Host City.

FIFA shall use its best efforts to facilitate any discussions and negotiation between the Host City and the respective Commercial Affiliate in relation to the terms and conditions for the provision to the Host City of products and/or services by the Commercial Affiliates.

(iii) Third Party Products and Services

In the event that the Host City has sourced products and/or services from any third party other than a Commercial Affiliate, the Host City shall ensure that:

a) any such products and services are provided to the Host City and used only in an unbranded manner (not displaying any logo or other identification of the third party unless and to the extent permitted by law) as determined by FIFA;

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b) no such third party shall provide any such products and services in a manner which, in FIFA's opinion, creates an association between such third parties and/or its products or services, and FIFA and/or the Competitions; and

c) no such third party in any manner associates with the Competitions in any manner.

4.11.3 Further Integration of Commercial Affiliates

(i) The Host City shall, to the extent permitted under the applicable laws, in particular any laws and regulation governing the procurement of any products and services by the Host City, support and assist FIFA with the integration of the Commercial Affiliates in relation to the provision of any products and services to third parties in connection with the hosting and staging of the Competitions, including the construction of the Stadium and other Sites or facilities in the Host City used for the Competitions.

(ii) Such support by the Host City shall include the provision of relevant information and correspondence in order to allow the Commercial Affiliates to make offers to, or participate in any tenders conducted by, the relevant third parties.

4.12 Protection and Enforcement of Rights

4.12.1 Introduction

(i) The Host City agrees and acknowledges that FIFA will develop and manage a global programme for the registration of Intellectual Property Rights, in particular trademarks, supported by services of a global network of trademark advisors.

(ii) The Host City agrees and acknowledges that FIFA will further develop and manage a global Rights Protection Programme for the protection and enforcement of all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competitions, which includes

a) the protection of all registered and unregistered Intellectual Property Rights belonging to FIFA, including the Competition Marks;

b) the prevention, surveillance and enforcement against any infringement of the Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competitions;

c) the creation and development of an on-site strategy to protect the Competitions and Competition-related Events in the Host Country and each host city, including the Host City, in coordination with the LOC and with other relevant national and local authorities; and

d) the creation and establishment of a national rights protection committee, co-chaired by FIFA and the LOC, which shall consist of senior representatives of the relevant national authorities in the Host Country,

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including competent Government ministries, trademark and patent offices, customs service authorities, law enforcement agencies and further authorities competent in the enforcement and protection of Intellectual Property Rights.

4.12.2 Host City Obligations

(i) No Ambush Marketing Activities

The Host City shall not conduct any Ambush Marketing activities itself, and shall refrain from authorising, or in any other manner permitting, or enabling any unauthorised third party to create, in FIFA's opinion, any association with FIFA, the LOC or the Competitions.

(ii) Rights Protection Programme

a) The Host City agrees and acknowledges to actively co-operate with FIFA, at its own costs, in relation to the implementation of the Rights Protection Programme to ensure, to the fullest extent possible, the effectiveness of the Rights Protection Programme in the Host City and the adequate protection of the Competitions, including the Competition-related Events located within the Host City, against Ambush Marketing activities. In particular, the Host City shall provide FIFA with all assistance and support set out below or specifically requested by FIFA in respect to the active protection and enforcement of the Competition Marks, prior and during the Competition Periods in the Host City.

b) In the event the Host City becomes aware of any infringement, such as an unauthorised use of the Competition Marks, FIFA Marks or any Ambush Marketing activities, the Host City shall notify FIFA, without unreasonable delay and by way of the standard infringement notification form to be provided by FIFA of such infringement, in particular of the following details:

- the identity of the infringing party;
- the nature of the activities;
- where the activities have taken place;
- the date on which the activities were discovered; and
- any other information requested by FIFA.

(iii) Host City Staffing and Support

a) By no later than three (3) years prior to the first Match of the FIFA World Cup™ the Host City shall appoint one (1) competent staff member, preferably a member of the Host City's legal or licensing department, to assist FIFA and the LOC in the implementation of the Rights Protection Programme in the Host City, and to serve as primary local contact for all

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communications between the Host City, FIFA and the LOC in respect of the Rights Protection Programme.

b) The Host City shall notify FIFA and the LOC in writing immediately following such appointment of the internal reporting lines.

c) The staff appointed by the Host City shall, in particular, regularly inspect key routes to the Stadium and other Sites within the Host City and existing signage, branding and advertising in the Host City, in particular alongside the Protocol Routes and shall report their findings to FIFA and the LOC on a quarterly basis, and as of six (6) months prior to the respective Competition until the final Match of the respective Competition, on a monthly basis, or at any time upon request by FIFA.

d) The staff appointed by the Host City shall carry out enforcement actions against unlawful activities by third parties in a reasonable and appropriate manner and within the scope of the applicable laws and regulations, in close cooperation and consultation with FIFA.

e) The Host City shall organise and conduct, in conjunction with FIFA and the LOC, public information initiatives (such as workshops, seminars and public information sessions) regarding the special rules connected to the Rights Protection Programme, especially aimed at local entities and businesses affected by any restrictions and special rules in the Controlled Areas and at industry bodies and associations in relevant industry sectors (e.g. advertising and marketing associations). The Host City shall also cooperate with FIFA in the dissemination of public guidelines and any other information which can help inform the public on the special rules related to the Competitions.

f) By no later than three (3) years prior to the first Match of the FIFA World Cup™ the Host City shall enact, in close consultation with FIFA and the LOC, appropriate municipal by-laws, ordinances and/or regulations which may be required, in particular, to support national governmental legislation prohibiting any act of Ambush Marketing, including by-laws, ordinances and/or regulations which permit FIFA's authorised representatives, or any representatives or officials of the Host City acting in close coordination with FIFA, to immediately confiscate any materials and/or halt any activities which constitute an act of Ambush Marketing.

(iv) <u>No Association of Service Providers</u>

The Host City shall, through its relevant contractual arrangements, expressly prohibit any service provider appointed by, and other contractual partner of, the Host City from publicising, or making any public or other statements, or conduct any activities, in relation to, the nature of their relationship with the Host City, and from conducting any other activities which may, in FIFA's opinion, create an association between such entities and/or its products or services, and FIFA, the LOC and/or the Competitions.

In the event that any service provider appointed by, and other contractual partner of, the Host City publishes or makes any public or other statements, or conduct any activities, in relation to, the nature of their relationship with the Host City, and

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conducts any other activities which, in FIFA's opinion, create an association between such entity and/or its products or services, and FIFA, the LOC and/or the Competitions, the Host City shall, without any unreasonable delay, adopt all measures required by FIFA to ensure that such statements or activities are withdrawn and no longer disseminated, and, should the entity not terminate such statements or activities, terminate the respective contract with the entity with immediate effect and adopt all other necessary actions against the entity.

(v) Airspace

The Host City shall ensure that the airspace in the Host City in the area above and around the Stadium and the FIFA Fan Fest, other than which is approved in writing by FIFA, shall, on Match Days, be free and clear of all commercial signage and/or advertising. In particular, the Host City shall co-operate with the civil aviation authority to ensure the implementation of this obligation and appropriate regulations and/or ordinances prohibiting any commercial signage and/or advertising on Match Days in such area.

4.13 General Legal and Administrative Support

4.13.1 General Infrastructure Support

The Host City shall provide reasonable support and assistance to the Government and further state, regional and municipal governmental authorities in relation to the construction, renovation and/or provision of any infrastructure, equipment, utilities and services required in connection with the hosting and staging of the Matches, in particular any such infrastructure, equipment, utilities and services to be provided by the Government and further state, regional and municipal governmental authorities as part of the implementation of the Government guarantees given to FIFA.

4.13.2 Municipal Permits and Concessions

The Host City shall, to the extent permitted by applicable laws and regulations, issue to FIFA, the LOC and any third party appointed by FIFA or the LOC, in relation to their activities within the Host City in connection with the Competitions, all applicable and relevant decrees, licences, permits, grants, orders, decisions and other acts on a municipal level in the Host City as may be required to ensure that FIFA, the LOC or any third party appointed by FIFA or the LOC, may comply with its obligations, and exercise its rights, in connection with the hosting and staging of the Competitions, including by handling the permit and concession processes for the erection of temporary facilities in an timely appropriate and accelerated manner.

4.13.3 Retail Opening Hours

The Host City shall ensure that all bars, restaurants and shops situated within the Host City are granted licences

(i) for late night opening, at a minimum, on each Match Day; and

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(ii) to trade or operate without any opening time restrictions applicable, at a minimum, on such Match Days in the event that a Match is played on a restricted trading day.

4.13.4 Ticket Sales

The Host City shall locally support FIFA in connection with the sales and promotion of tickets, in particular by providing rooms and facilities for the sale of tickets or to otherwise provide the local sale of tickets, free of charge and subject to FIFA's and the LOC's requirements.

4.13.5 LOC Office Facilities

In order to host and stage the Competitions in the Host City, it is intended that the LOC will, reasonably in advance of the Competitions, establish branch offices in all host cities of the Competitions, including the Host City. The Host City shall support the LOC in connection with the establishment and operation of such branch office in the Host City as set out in this Clause 4.13.5

(i) by no later than three (3) years prior to the first Match of the FIFA World Cup™ or at any earlier time requested by the LOC, the Host City shall provide the LOC, free of charge, with sufficient office space together with, upon request, office facilities equipped with a sufficient number of state-of-the-art technical devices, infrastructure and facilities of the highest quality available at such time (including telephone lines, internet connectivity and communications equipment) as well as any utilities (including cleaning, water, electricity, waste management, security) as may be necessary for the performance of its obligations and the exercise of its rights in relation to the Competitions within the Host City and in compliance with the space, location and timing requirements notified to the Host City by the LOC;

(ii) upon request by FIFA, any such devices, facilities, infrastructure and equipment as well as any food and beverage products, including dispensing equipment, of the LOC office facilities shall be sourced from the relevant Commercial Affiliate pursuant to Clause 4.11.2 above; and

(iii) any costs and expenditure relating to the provision of such devices, facilities, infrastructure, and equipment, including rental, leasing and similar costs, shall be solely borne by the Host City. The LOC shall bear all daily operational costs and expenditure relating to the use and consumption of any such devices, facilities, infrastructure and equipment, such as any kind of utilities and telephone/internet connections.

4.13.6 Commercial Display

FIFA and the LOC will provide the Commercial Affiliates with the opportunity to set up Commercial Displays, which is intended to be located within the Outer Stadium Perimeter. However, in case the premises of the Stadium may not provide sufficient space for such Commercial Display, the Host City shall, in such manner and as required by FIFA, make available to FIFA and the LOC during the Competition Period an adequate area of a size of at least two-thousand five hundred square metres (2.500 m^2) as close as possible to the Outer Stadium Perimeter for the purposes of

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setting up such Commercial Display, including the provision of any utilities to operate and use such area (such as water, power, cleaning, waste management, telephone/internet access).

4.13.7 Other Major Events

The Host City shall ensure that:

(i) no other major sporting event, other than the Competitions, is staged in the Host City for a period starting seven (7) days prior to the commencement of the relevant Competition and ending seven (7) days after the end of the relevant Competition;

(ii) it shall not devote greater resources to the promotion of another major sporting event staged in the Host City in the year prior to the Competition Period than it does to the promotion of the Competitions; and

(iii) no other substantial cultural events (such as music concerts) which draw together large numbers of people, other than concerts or Host City Event approved by FIFA pursuant to this Host City Agreement, shall be organised or staged in the Host City within a period commencing one (1) day prior to a Match Day and ending one (1) day after a Match Day.

4.13.8 Power and Cleaning

The Host City shall ensure that:

(i) it has sufficient redundant back-up power grids to deal with any power failure at the Stadium and elsewhere in the Host City which may arise on a Match Day and appropriate power management systems are in place and maintained during the Competition Period; and

(ii) cleaning services (including staff) are fully operational around the Stadium and elsewhere in the Host City, and are provided by the Host City to the LOC and FIFA, at all times during a period starting one (1) day before each Match Day and ending one (1) day after such Match Day.

The Host City shall provide any such systems and services in such manner and as requested by FIFA, free of charge.

4.13.9 Host City Beautification

The Host City shall use best efforts to render the public facilities and public spaces within the Host City as attractive as possible during the Competition Period and shall, at its own expense, carry out the respective beautification measures, in particular temporarily covering and decorating construction sites as much as possible at important locations, including in the direct vicinity of the Stadium, any Training Sites, the Venue-Specific Team Hotels, the FIFA Fan Fest and other official hotels and at all other Sites, Host City airports, main train stations as well as further public transportation sites, such as bus and metro stations.

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4.14 **Environmental Protection**

(i) The Host City shall ensure that any adverse impact on the environment as a result of the hosting and staging of the Competitions in the Host City is minimised, and adopt the principles of environmental sustainability and protection when considering issues such as water usage, energy consumption, air and ground transportation, procurement, construction and upgrading of infrastructure, waste management, tourism and the protection of environmentally sensitive areas affected by the Competitions.

(ii) By no later than two (2) years prior to the start of the FIFA World Cup™, the Host City shall submit to the LOC and FIFA, for their prior written approval, a communication plan how to inform the general public on any concrete measures taken by the Host City in relation to the implementation of the Environmental Protection in connection with the Host City Events and this Host City Agreement.

5. COMPETITION MARKS

5.1 Host City Composite Logo

5.1.1 Creation of Host City Composite Logo

(i) The Host City shall be entitled to be involved in the creation of the Host City-specific element of the Host City Composite Logo in such manner as determined by FIFA and the LOC. The final decision on the content and the visual-artistic creation as well as the other conditions for the development and the use of the Host City Composite Logo solely rests with FIFA.

(ii) In the event that any rights accrue for the Host City or any third party directly or indirectly commissioned by the Host City as part of the creation of the Host City Composite Logo, the Host City will ensure that any and all such rights in relation to the Host City-specific element of the Host City Composite Logo, in particular any and all present or future Intellectual Property Rights are immediately and in perpetuity assigned, with full title guarantee, to FIFA throughout the world and without any restriction in relation to time, scope and territory for the full term, including any renewals or extensions of such rights. This assignment of rights must be concluded prior to the public launch or the use of the Host City Composite Logo.

(iii) The Host City agrees and acknowledges that FIFA has the right to assign to any entity to which FIFA grants any Marketing Rights or Media Rights its rights to use the Host City Composite Logo, including the Host City specific element, in any manner, including for the purpose of producing official licensed products, which are unrestricted in time and territories. FIFA shall be entitled to exercise this right for an unlimited period of time and free of charge.

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5.1.2 Use of Host City Composite Logo

The Host City shall be entitled to use the Host City Composite Logo to promote and communicate its status as a host city of the Competitions, subject to and in accordance with this Host City Agreement and the Host City Marks Guidelines. In this regard, the Host City shall be entitled to use the Composite Logo on Premiums and on advertising, promotional or other display material to be used by the Host City to promote its role in relation to the Competitions.

5.2 **Use of Competition Design (Look)**

The Host City shall be entitled to use the official Competition design as developed by FIFA to promote and communicate its status as a host city of the Competitions in accordance with this Host City Agreement and the Host City Marks Guidelines as well as determined by FIFA.

5.3 **Use of Official Designation / Official Slogan**

The Host City shall be entitled to use the official Competition designation, the Host City Designation and the Official Slogan, in such form as determined by FIFA, to promote and communicate its status as a host city of the Competitions in accordance with this Host City Agreement and the Host City Marks Guidelines as well as determined by FIFA.

5.4 **Use of other Competition Marks**

The Host City shall not be entitled to use any of the Competition Marks except as specifically permitted in this Host City Agreement in Clauses 5.1 to 5.3 above or as part of the Host City Dressing material referred to in Clause 4.5 above. Any other use of the Competition Marks during the term of this Host City Agreement shall be subject to FIFA's prior written approval on a case-by-case basis upon request by the Host City.

5.5 **Approvals**

(i) The Host City agrees and acknowledges that each and every use of the Host City Composite Logo, the Competition Design, the Official Designation or the Official Slogan as well as, if applicable, any other Competition Marks requires FIFA's prior written approval in accordance with this Host City Agreement and the approval procedure established by FIFA as part of the Host City Marks Guidelines.

(ii) Unless otherwise explicitly determined by FIFA, the Host City shall submit to FIFA for such approval representative samples of each proposed use of the Host City Composite Logo, the Competition Design, the Official Designation or the Official Slogan as well as, if applicable, any other Competition Marks, at least forty (40) days prior to production.

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(iii) In the event that the Host City uses any of the Competition Marks without FIFA's prior written approval, the Host City shall, upon receipt of written notice from FIFA that such use of the Competition Marks is not approved and without unreasonable delay, immediately cease to use of the Competition Marks.

5.6 **Ownership of Competition Marks**

(i) The Host City agrees and acknowledges that FIFA is the sole owner of all Competition Marks as well as FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, the Competitions or Competition-related Events, and that all rights and goodwill in, and in relation to, the Competition Marks, FIFA Marks and such other marks shall remain vested in FIFA both during and after the term of this Host City Agreement.

(ii) Any and all goodwill arising from the use by the Host City of the Competition Marks will inure to the benefit of FIFA.

5.6.1 No Interest

The Host City agrees and acknowledges that it does not, by virtue of this Host City Agreement, obtain, or become entitled to claim, any right, title or interest in or to the Competition Marks, except for the rights of use specifically granted under this Host City Agreement. The Host City will not grant, or purport to grant, any right or licence to use the Competition Marks to any third party, unless expressly authorised by FIFA in writing or unless otherwise permitted under this Host City Agreement.

5.6.2 Notices

Any use of the Competition Marks by the Host City shall include the appropriate copyright notices and/or trade mark legends in accordance with the Host City Marks Guidelines, and with any specific instructions given by FIFA in this respect, save to the extent that such instructions would result in the infringement or contravention of the laws or regulations of any jurisdiction in which the rights are to be exercised.

5.6.3 Appropriate Use

The Host City shall not use the Competition Marks, or exercise any of the rights granted under this Host City Agreement in any manner which

(i) is contrary to public morals;

(ii) is deceptive or misleading;

(iii) compromises or reflects unfavourably upon the good name, goodwill, reputation, political or religious impartiality and image of FIFA, the LOC or the Competitions; or

(iv) might jeopardise or limit FIFA's proprietary interests in the Competition Marks.

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5.6.4 No Oppositions or Challenges of Competition Marks

The Host City agrees and acknowledges not to oppose or in any other way challenge by any means

(i) any of the trade mark or copyright applications filed by FIFA or its affiliates, nominees or licensees in respect of the Competition Marks and the FIFA Marks; and

(ii) FIFA's ownership of the Competition Marks and FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the LOC or the Competitions, including the Competition-related Events.

5.6.5 No Registrations of Competitions Marks

The Host City shall refrain, at any time, from applying for any copyright, trade mark, patent protection or domain name registration in relation to the Competition Marks and FIFA Marks as well as any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the LOC or the Competitions, including the Competition-related Events, or assist any third party to do so.

5.6.6 No Creation or Use of other Marks

The Host City shall not adopt, create and/or use

(i) any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the LOC or the Competitions, including any Competition-related Events during the term of this Host City Agreement;

(ii) any registered or unregistered trademarks owned by FIFA, including any Competition Marks or FIFA Marks; or

(iii) any term or symbol which is confusingly similar to, is a colourable imitation of, or is a derivation of, stylisation, which unfairly competes with, any Competition Marks or FIFA Marks.

In particular, the Host City undertakes to refrain from the development, use or registration of, any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, the LOC or the Competitions, including the words "FIFA", "World Cup", "Coupe du Monde", "Mundial", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" "Confederations Cup", "ConfedCup", "Coupe des Confédérations", "Copa Confederaciones", "Copa das Confederações", "Konföderationen-Pokal", "Football for Hope", "Green Goal" (or any other term used in any language to identify either of the Competitions), or the development, use or registration of any dates in connection with the name of the

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Host Country, any venue or the Host City or any similar indicia or derivation of such terms or dates in any language.

5.6.7 No Third Party Association

The Host City shall not have any trade name, logo or any other mark denoting or identifying any third party or any third party's product or service affixed to any material or Premiums bearing any of the Competition Marks.

5.6.8 Third Party Compliance

The Host City shall ensure that all members of its staff, representatives as well as any third party appointed by the Host City, who are involved in the use, or proposed use, of the Host City Composite Logo, the Competition Design, the Official Designation or the Official Slogan as well as, if applicable, any other Competition Marks on any advertising material or Premiums are made aware of, and agree to fully comply with, the restrictions set out in this Host City Agreement and the Host City Marks Guidelines, in particular the obligation to obtain FIFA's prior written approval for any use of such marks.

5.6.9 No Use of Competition Marks prior to Appointment

The Host City agrees and acknowledges shall not use any Competition Marks prior to its appointment as host city of the Competitions.

6. EXERCISE OF RIGHTS

6.1 Host City Compliance

The Host City undertakes to exercise any rights granted to it under this Host City Agreement in full compliance with:

(i) the terms and conditions of this Host City Agreement;

(ii) any FIFA guidelines referred to under this Host City Agreement, which may be issued by FIFA at a later stage and which form an integral part of this Host City Agreement; and

(iii) any directives and instructions issued by FIFA and/or the LOC at a later stage on the basis of this Host City Agreement and the respective FIFA guidelines.

For the avoidance of doubt, the provisions of Clause 7.2 below do not apply to any such guidelines as well as any directives and instructions issued by FIFA and/or the LOC on the basis of this Host City Agreement and the Host City shall bear any costs incurred in relation to the fulfilment of any obligations arising there from.

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6.2 **Host City Entities**

The Host City shall be entitled, on a case-by-case basis and in any case subject to the prior written approval by FIFA, to delegate to its majority-owned entities and institutions the exercise of rights granted to the Host City under this Host City Agreement. The Host City agrees and acknowledges

(i) not to have any right to claim such approval from FIFA or the LOC;

(ii) that such approval by FIFA shall be given or withheld in FIFA's sole discretion; and

(iii) that any approval given by FIFA shall not produce any prejudging effect in relation to further approvals requested by the Host City.

The Host City agrees and acknowledges that no such majority-owned entity and institution shall be entitled to enforce any rights and/or opportunities granted to the Host City under this Host City Agreement directly against FIFA and/or the LOC and/or to exercise any such rights or opportunities beyond expiration of this Host City Agreement.

6.3 **Reservation of Rights by FIFA and LOC**

All rights and opportunities in relation to the Competitions, including the Competition-related Events, which are not expressively granted by FIFA to the Host City under this Host City Agreement are exclusively reserved by FIFA and/or the LOC.

6.4 **Scope of Legal Protection of Host City Rights**

The Host City agrees acknowledges that the scope of the legal protection of the rights and opportunities in relation to the Competitions which are granted to the Host City under this Host City Agreement remains entirely at the discretion, and within the sole responsibility of, FIFA. The Host City shall not be entitled to claim from FIFA and/or the LOC any measures in respect of the protection of such rights.

7. DEVELOPMENT OF HOST CITY OBLIGATIONS

7.1 **Minimum Requirements**

(i) The FIFA World Cup™ is the most popular and prestigious sports event in the world. To maintain and develop this unique status of the FIFA World Cup™, it is the policy of FIFA that every edition of the FIFA World Cup™ is, at all times and by all means, of the highest possible international standard. Additionally, FIFA in connection with every edition of the FIFA World Cup™, intends to always and at any time meet highest international quality standards.

(ii) The Host City acknowledges and agrees that the obligations of the Host City as set out in this Host City Agreement are based on the international

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technological, commercial or infrastructural standards existing at the time of the Bidding Process, representing the minimum level of obligations for the hosting and staging of the Competitions in the Host City and that modifications and enhancements of such minimum level of obligations as well as additional requirements may be considered necessary by FIFA.

7.2 **Modifications, Enhancements and Additional Requirements**

The Host City agrees and acknowledges that:

(i) the obligations of the Host City as set out in this Host City Agreement may be subject to multiple modifications and/or enhancements by FIFA from time to time so as to accurately reflect any technological, commercial or infrastructural development necessary to host and stage the Competitions in the Host City at the highest international standard;

(ii) FIFA may, during the term of this Host City Agreement, define and issue to the Host City further requirements in addition to those specified in this Host City Agreement which shall be jointly and in good faith discussed and between the Host City and FIFA;

(iii) all such future modifications, enhancements and/or additional requirements as well as future regulations and policies (if any) will be deemed to be incorporated in this Host City Agreement and shall be fully binding upon the Host City; and

(iv) in the event any future modifications, enhancements and/or additional requirements potentially result in an adverse financial impact on the Host City, FIFA and the Host City shall then jointly and in good faith discuss and agree potential solutions to reasonably minimise the substantial adverse effect.

For the avoidance of doubt, the provisions of this Clause 7.2 do not apply to any guidelines issued by FIFA at a later stage as described in Clause 6.1 above, which form an integral part of this Host City Agreement, as well as any directives and instructions issued by FIFA and/or the LOC on the basis of this Host City Agreement and the respective FIFA guidelines and the Host City shall bear any costs incurred in relation to the fulfilment of any obligations arising there from.

8. GENERAL MATTERS

8.1 **Costs**

Unless otherwise explicitly stated in this Host City Agreement, the Host City shall be responsible to bear all costs for the fulfilment of its obligations, and the exercise of the rights granted to the Host City, as set out in this Host City Agreement.

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8.2 **Municipal Taxes**

(i) The Host City agrees and acknowledges that all taxes, duties and levies which are imposed directly or indirectly by statute, directives or in any other binding legal form on FIFA and/or FIFA's subsidiaries and/or the LOC as a direct or indirect consequence of the Competitions and/or the entering and/or implementation and/or cancellation of this Host City Agreement under municipal laws and regulations in the Host City shall be borne by the Host City.

To the extent that FIFA and/or FIFA's subsidiaries and/or the LOC incurs any costs for taxes imposed under municipal laws and regulations in the Host City, the Host City shall indemnify and hold free and harmless FIFA and/or FIFA's subsidiaries and/or the LOC from and against any such tax payment.

(ii) The Host City agrees and acknowledges that the terms and conditions of this Clause 8.2 shall not affect any exemption from any taxes, duties and levies granted to FIFA in the Host Country on any level, including any exemption from taxes, duties and levies payable under municipal laws and regulations in the Host City.

8.3 **Match Schedule and Teams**

The Host City agrees and acknowledges that FIFA may decide at its sole discretion on the Match schedule, including the number of Matches, the Teams participating in the Matches and the selection of the host cities of the Matches.

8.4 **Reporting**

Commencing on the day of the appointment of the Host City as host city of the Competitions, the Host City shall quarterly, or at any time requested by FIFA or the LOC, submit to FIFA and the LOC written progress reports describing the complete status of its plans and activities relating to this Host City Agreement. In addition, the Host City shall immediately inform the LOC and FIFA of any difficulties in connection with complying with its obligations under this Host City Agreement.

8.5 **Communication / Project Management Structure**

(i) The Host City agrees and acknowledges that FIFA retains the right to decide the manner in which FIFA and the LOC communicate with the Host City and manage the Host City relationship, in particular with respect to the exercise of any rights, and the fulfilment of any obligations, by the Host City pursuant to this Host City Agreement.

(ii) FIFA and the LOC will establish a communication protocol for the Host City as well as a project management structure to closely cooperate with each other in relation to the implementation of this Host City Agreement, which may, for example, include regular workshops and status meetings. The Host City shall comply with the communication protocol and the project management structure as established by FIFA and the LOC, in particular attend any such

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meetings and workshops and to provide such information and status reports as required by FIFA and the LOC.

(iii) By no later than four (4) years prior to the first Match of the FIFA World Cup™, the Host City shall

a) submit to FIFA an overall project plan indicating the manner in which the Host City intends to fulfil its obligations under this Host City Agreement, including any key milestones and budget information;

b) submit to FIFA their organisational charts in relation to the Competitions, including potential staffing plans;

c) appoint a Host City manager who shall be the head of the Competitions office within the Host City administration and shall be responsible to coordinate all matters within the Host City in relation to the Competitions.

8.6 **Inspections**

The Host City shall support the LOC and FIFA in respect of any Host City inspections, which will focus on the procurement of any obligations of the Host City as set out in this Host City Agreement as well as any other operational matters in relation to the Competitions. In particular, the Host City shall make available to any such FIFA and/or LOC inspection visit the necessary personnel of any authorities involved in the preparation for the Competitions, including the Host City manager. The LOC and FIFA will inform the Host City reasonably in advance of any such inspection visits, outlining in detail the programme and content as well as information required to be prepared by the Host City.

9. MISCELLANEOUS

9.1 Representations and Warranties

9.1.1 Host City Agreement

The Host City represents and warrants that it has not concluded, and will not conclude, any agreement with any entity which would restrict or prohibit the LOC, FIFA and/or the Commercial Affiliates, FIFA's service providers and/or other commercial rights holders from exercising their rights in relation to the Competitions.

9.1.2 Authority

The Host City hereby represents and warrants that it has taken all corporate and/or other steps necessary and has the full right, power and authority to enter into, execute and deliver this Host City Agreement and to perform its obligations hereunder.

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9.1.3 No Conflict

The Host City hereby represents and warrants that the execution, delivery and performance of this Host City Agreement shall not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Host City is a party or by which it is bound.

9.1.4 General Representations and Warranties

The Host City represents, warrants and undertakes as follows:

(i) that it is not aware of any impediment or restriction which does or might impair or restrict the performance of its obligations under this Host City Agreement;

(ii) that it will perform all its obligations hereunder in full compliance with the terms of this Host City Agreement and by applying the highest standard of care;

(iii) the conclusion and performance of this Host City Agreement have been duly authorised by all necessary corporate actions of the Host City, and do not contravene the certificate of incorporation, or the by-laws of the Host City;

(iv) there are no actions, suits or proceedings pending or, to the best knowledge of the Host City, threatened against the Host City before any court, tribunal or governmental body, agency, authority or other instrumentality which might substantially and adversely affect the financial condition of the Host City or its ability to perform its obligations under this Host City Agreement; and

(v) this Host City Agreement is valid and legally enforceable against the Host City in accordance with its terms.

9.1.5 **No Immunity**

The Host City will not claim any immunity from proceedings brought by FIFA and/or the LOC against the Host City in relation this Host City Agreement and the Host City ensures that no such claim is made and waives all rights of immunity in respect of itself and its assets.

9.2 **Confidentiality**

The parties acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this Host City Agreement are confidential and agree to do all things necessary to preserve their confidentiality, except to the extent that:

(i) disclosure is required by relevant laws or court orders;

(ii) the contents are, or the information is, in the public domain (other than by reason of a breach of this Clause 9.2);

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(iii) disclosure is necessary within the Host City, LOC or FIFA group as part of such group's ordinary reporting or review procedure; or

(iv) disclosure is made to the Host City's, the LOC's or FIFA's professional advisers or auditors who have a legitimate need to know such contents or information and who agree to be bound by the provisions of this Clause 9.2.

9.3 **Public Statements**

(i) The Host City shall at all times co-ordinate any public statements, as well as any of its public and private press briefings, with the LOC and FIFA. The Host City agrees and acknowledges that consistency between the Host City, the LOC and FIFA is of essence, in relation to content, means and relevance of the respective communication matters. The Host City therefore shall comply with any communication guidelines in relation to the Competitions and/or the Host City which may be established by the LOC and FIFA from time to time.

(ii) FIFA and the LOC shall agree on the timing, form and content of any public announcement in relation to the delivery of the Host City obligations under this Host City Agreement.

9.4 **Compliance with Laws**

In performing its rights and obligation under this Host City Agreement, the Host City shall at any time observe all applicable international, supra-national, national, state and municipal laws, regulations and decrees and shall bear all costs that might occur resulting from non-complying with such laws, regulations or decrees.

9.5 **Indemnification / Limitation of Liability**

(i) The Host City hereby waives any and all claims of liability against the LOC, FIFA, any FIFA subsidiaries and their officers, directors, members, agents, representatives or employees, for any loss or damage to the city whether or not such loss or damage may have been caused by or resulted from the negligence of the LOC, FIFA, any FIFA subsidiaries their officers, directors, members, agents, representatives or employees The Host City further indemnifies and holds harmless FIFA, any FIFA subsidiaries, the LOC and the Commercial Affiliates, the Media Rights Licensees, the Host Broadcaster and their respective officers, directors, members, employees, external advisors and agents from any and all obligations or liabilities, including any and all claims, losses, damage, injuries, liabilities, objections, demands, recoveries, deficiencies, costs and expenses which they may suffer or incur arising out of or in any way connected with this Host City Agreement, or any acts or omissions of the Host City hereunder.

(ii) The LOC, FIFA, any FIFA subsidiaries, their officers, directors, members, agents, representatives or employees as well as their licensees or sub-contractors shall not be liable to the Host City for the death, personal or property losses, damages or injuries related to the Competitions to the extent permitted by law.

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Neither of such entities or persons shall be liable to the Host City for any damages should a Match scheduled to take place at the Stadium not take place at the Stadium or otherwise not take place as scheduled.

(iii) In addition and without limiting the above, the Host City also agrees and acknowledges that FIFA, the LOC, their subsidiaries, as well as their officers, agents, employees, licensees, representatives, or subcontractors shall not be liable for any damages, losses, costs and expenses resulting from or arising out of any safety and/or security incidents, or accidents in the Host Cities in connection with the Competitions.

9.6 **No Joint Liability**

FIFA and the LOC are not jointly and severally liable to the Host Cities for their respective obligations under, or in relation to, this Host City Agreement, but only for their respective obligations pursuant to this Host City Agreement. For the avoidance of doubt, FIFA and the LOC are not considered to be partners in relation to the Competitions or otherwise, and the Host City acknowledges that it shall have no claims or rights against FIFA in case of a violation of any obligations of the LOC, and that it shall have no claims or rights against the LOC in case of a violation of any obligations of FIFA.

9.7 **Term**

(i) This Host City Agreement shall become valid on the date of its execution by all parties and will expire on 30 September of the year of the FIFA World Cup™, unless previously terminated by one of the parties in accordance with the provisions of Clause 9.8 below.

(ii) For the avoidance of doubt, the provisions of Clause 5 above and this Clause 9 shall survive expiry or early termination of this Host City Agreement.

9.8 **Termination**

(i) The ordinary termination of this Host City Agreement shall not be possible for either party. The parties shall have the right to terminate this Host City Agreement for extraordinary reasons. An extraordinary reason exists for the respectively other party if a party is in default of more than two (2) weeks with the performance of any of its obligations under this Host City Agreement and such breach of obligations is not remedied by the defaulting party within such reasonable remedy period as determined by the other party.

(ii) Notwithstanding Clause 9.8 (i) above, FIFA and the LOC shall have the right to immediately terminate this Host City Agreement partially or as a whole if

a) the Stadium Agreement or the Hosting Agreement is terminated for whatever reason; or

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b) a Match, or some Matches or the entire Competition, has been entirely cancelled, relocated or interrupted for whatsoever reason.

(iii) The termination of this Host City Agreement shall be in written form. The LOC shall not be entitled to terminate this Host City Agreement without the prior written consent from FIFA.

(iv) In case of early termination or expiration of this Host City Agreement any and all rights granted to the Host City shall cease with immediate effect and shall fully, at no costs and without any restriction, revert back to FIFA.

(v) In the event of an expiry or termination of this Host City Agreement for whatever reasons, the Host City shall have no further claims, in particular no claims for compensation, against FIFA or the LOC.

9.9 **Force Majeure / Cancellation / Relocation / Postponement**

In case of force majeure, cancellation, relocation, postponement or boycott, the following shall apply:

(i) The failure or inability of either party to comply with the terms and conditions hereof because of an event of force majeure (including any act of god, strike, labour dispute, war or acts of war, fire, riot, earthquake, act of terrorists or other public enemies, action by governmental authorities, or for any similar reason not reasonably within the control of such party) other than the provision of emergency services to be provided by the Host City in case of such force majeure events, shall not be deemed a breach of this Host City Agreement.

(ii) In the event that a Match or some Matches or the entire Competition or any Competition-related Event are cancelled, relocated, advanced, postponed or interrupted by FIFA for justified reasons, such as force majeure or other reasons that may in FIFA's opinion impact on the organisation of the Competitions, the obligations of the parties shall not terminate, provided that FIFA does not exercise its termination right outlined above and FIFA and/or the LOC shall be under no obligation to compensate the Host City in any manner. In such case, the Host City shall bear any and all additional incurred costs.

9.10 **Transfer and Assignment**

Unless otherwise expressly outlined in this Host City Agreement, the Host City may not transfer and/or assign any of its rights or obligations under this Host City Agreement without the prior written consent of FIFA and the LOC. FIFA and the LOC shall each be entitled to transfer and/or assign any of its rights or obligations under this Host City Agreement, and to delegate the performance of its obligations hereunder, to any third party.

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9.11 **Notices**

All notices to be given under this Host City Agreement shall be given in writing at the following addresses, unless notification of a change of address is given in writing. Any notice will be sent by facsimile and confirmed by registered or certified mail and will be effective upon receipt.

FIFA:
FIFA-Strasse 20
Switzerland
Facsimile: +41 43 222 7878
Attention: Director of Competitions
Copy: Legal Director

LOC:
[ ]
Facsimile:
Attention :
Copy:

HOST CITY:
[ ]
Facsimile:
Attention :
Copy:

9.12 **No Partnership**

Neither this Host City Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between FIFA, the LOC and the Host City. The Host City shall not act or purport to act as a partner or agency of FIFA or the LOC. This Host City Agreement shall not be deemed to give either party general authority or power to act on behalf of FIFA or the LOC except to the extent expressly provided in this Host City Agreement. The parties are in all respects independent contractors, and have separate financial interests under this Host City Agreement.

9.13 **Entire Agreement**

This Host City Agreement is intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter. Any amendment to this Host City Agreement must be in writing and signed by both parties. For the avoidance of doubt, the parties agree that this Host City Agreement does not constitute an amendment to any existing agreements related to the Competitions (in particular not an amendment to the Hosting Agreement), and the parties agree that such existing agreements shall remain unchanged by this Host City Agreement.

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9.14 **Amendments**

Any amendments to or changes of this Host City Agreement, save for the regulations, directives and any other document issued by FIFA in accordance with the terms of this Host City Agreement, shall be valid only if made in writing and signed by the Host City, FIFA and the LOC.

9.15 **Severability**

Should a provision of this Host City Agreement be void, invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Host City Agreement. In such case, the void, invalid or unenforceable provisions shall be replaced by a provision which is appropriate in terms of location, time, scope and legislation which, to the extent possible, resembles the void, invalid or unenforceable provision as much as possible. This shall apply equally to any gap in the provisions of the Agreement.

9.16 **No Waiver**

Any waiver by either party of a right arising out of this Host City Agreement or any breach of this Host City Agreement will not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Host City Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Host City Agreement on one or more occasions will not be considered to be a waiver of, or deprive such party of the right to subsequently insist upon strict adherence to, that provision or any other provision of this Host City Agreement.

9.17 **Interpretation**

(i) All terms with an initial capital letter used herein shall have the meaning ascribed to them in the Glossary of Terms in Annexe 1.

(ii) Words importing the singular include the plural and vice versa.

(iii) References to "include" or "in particular", "e.g." or similar are to be construed as being inclusive without limitation to the listed examples.

(iv) References to "days" mean actual days, not business days.

(v) References to "Clauses" are, unless expressly stated otherwise, references to clauses of this Host City Agreement.

(vi) The headings of the Clauses and articles in this Host City Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision to which they refer.

(vii) All annexes attached to this Host City Agreement form an integral part thereof.

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9.18 **Counterparts**

This Host City Agreement will be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute a single agreement.

9.19 **Arbitration**

All disputes in connection with this Host City Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, any such dispute shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English.

9.20 **Anti-Corruption**

The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with Art. 4a of the Swiss Federal Law on Unfair Competition and Art. 102 of the Swiss Criminal Code.

9.21 **Governing Law**

This Host City Agreement is to be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law principles and to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

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IN WITNESS WHEREOF, the undersigned have caused this Host City Agreement to be executed by their duly authorised representatives.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

By:	.....	By:	.....
Name:	.....	Name:	.....
Title:	.....	Title:	.....

[LOC]

By:	.....	By:	.....
Name:	.....	Name:	.....
Title:	.....	Title:	.....

[HOST CITY]

By:	.....	By:	.....
Name:	.....	Name:	.....
Title:	.....	Title:	.....

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ANNEXE 1

Glossary of Terms

"**Ambush Marketing**" means any attempt by any unauthorised entity to exploit the goodwill in the Competitions or to gain an association with FIFA and/or either or both of the Competitions, whether or not to the detriment of the Commercial Affiliates or Media Rights Licensees, and whether by way of an unauthorised use of the Competition Marks, tickets or otherwise.

"**Bid Committee**" means the entity established by the Member Association during the Bidding Process with the purpose of participating in the Bidding Process and submitting a bid to FIFA.

"**Bidding Process**" means the bidding and selection procedure conducted by FIFA to determine the LOC appointed for the hosting and staging of the Competitions.

"**Commercial Display**" means such area made available to the Commercial Affiliates by FIFA to enable them to demonstrate and display their products and services at the Stadiums.

"**Competition Period**" means the period commencing ten (10) days prior to the first Match of the respective Competition and concluding five (5) days after the last Match of the respective Competition.

"**Competition-related Events**" means any events or activities officially organised, supported, sanctioned by, or staged under the auspices, of FIFA or, at FIFA's discretion, the LOC, and which are designed to promote, celebrate, enhance or facilitate the hosting and staging of the Competitions, such as the Final Draw, the Preliminary Draw or any other events, activities and/or programmes organised by FIFA and/or the LOC in relation to the Competition, including any corporate social responsibility events, activities and/or programmes.

"**Competitions**" means, collectively, the editions of the FIFA World Cup™ and the FIFA Confederations Cup as indicated on the front page of this Host City Agreement, including all Matches and Competition-related Events, such as draws, any opening and closing ceremonies and any other official events, such as workshops, receptions and galas.

"**Competition Marks**" means the (i) Official Emblem; (ii) Official Mascot; (iii) Official Slogan; (iv) Host City Composite Logo; (v) the Host City Poster; (vi) the Official Trophy (expressly excluding three dimensional copies thereof); (vii) any official Competition title (in any language); (viii) the Host City Designation; (ix) the official Competition design as developed by FIFA; and (x) any other mark, design, slogan, emblem, title or other identification or symbol developed by FIFA and selected by FIFA for the official use in connection with the Competitions.

"**Controlled Area**" means any area (such as temporary parking areas used on Match Days, open outdoor spaces, entertainment areas or arenas) determined by FIFA which is located directly adjacent to the Outer Stadium Perimeter, in which certain commercial and other activities are prohibited on Match Days and the days prior to Match Days to ensure

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the smooth implementation of the staging and organisation of the Matches and protect the rights of the Commercial Affiliates as set out in Clause 4.3.

"**FIFA Fan Fest**" means a secured and officially branded area offering fans the possibility to view Matches on one or more giant screens which may be established by FIFA, or third party appointed by FIFA, in a host city of the FIFA World Cup™ or in other cities or at other locations in the Host Country or in other countries, as described in Clause 4.9.

"**FIFA Fan Fest Event Manual**" means an operational manual containing all relevant operational details and requirements for planning, management and operation of the FIFA Fan Fest, such as the project plan, budget principles, milestones, roles and responsibilities as well as any marketing, media, concession and other requirements as further described in Clause 4.9.2.

"**FIFA Marks**" means the word "FIFA", the mark incorporating FIFA's "two globes" device and approved derivations thereof used to indicate and identify FIFA, and any additional or successor marks and devices adopted as its brand identification by FIFA, but excluding (i) any FIFA technical FIFA quality certification and (ii) medical programme indicators.

"**Final Draw**" means the draw ceremony in which Teams participating in the final competition of the FIFA World Cup™ are drawn into competition groups.

"**Government**" means the national government of the Host Country.

"**Host City Composite Logo**" means a composite logo developed by FIFA and/or the LOC in cooperation with the Host City, which may comprise the Official Emblem, the Host City Designation and a Host City-specific design element as further described in Clause 5.1.

"**Host City Designation**" means the official designation to be used by all host cities of the Competitions in connection with any of their activities and events related to the Competitions, as to be determined by FIFA at a later stage.

"**Host City Dressing**" means the official decoration programme developed by FIFA and the LOC for the host cities of the Competitions based on the official Competition design as developed by FIFA, as further described in Clause 4.4.

"**Host City Events**" means any cultural or social events or activities organised by the Host City, or a third party acting on behalf or with the authority of the Host City, in relation to the Competitions, irrespective of the use of any Competition Marks in connection with these events and activities as further described in Clause 3.1.

"**Host City Event Guidelines**" means the guidelines issued to the Host City by FIFA governing the manner in which the Host City shall be entitled to organise any events and conduct any activities being part of the Host City Events as further described in Clause 3.1.

"**Host City Marks Guidelines**" means guidelines issued to the Host City by FIFA governing the manner in which the Host City may be involved in the creation, and use, of the Host City Composite Logo and may use any other Competition Marks to the extent permitted in this Host City Agreement, as further described in Clause 5.1.2.

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"**Host City Poster**" means an official Competition-related poster created by FIFA, the LOC and each of the host cities of the Competition in accordance with the process set out in Clause 3.2, which may comprise the Official Emblem, the official Competition design as developed by FIFA and a Host City-specific design element.

"**Host City Poster Guidelines**" means the guidelines issued to the Host City by FIFA for the design, creation, production, use and marketing of the Host City Poster as further described in Clause 3.2.

"**Host City Premium Guidelines**" means the guidelines issued to the Host City by FIFA for the production and use of Premiums by the Host City as further described in Clause 3.6.

"**Host City Publication Guidelines**" means the guidelines issued to the Host City by FIFA for the production and use of any publications and print material produced and/or distributed by the Host City in connection with the Competitions as further described in Clause 3.8.

"**Host City Website Guidelines**" means the guidelines issued to the Host City by FIFA governing the manner in which the Host City shall be entitled to promote and communicate its status as a host city of the Competition as further described in Clause 3.5.

"**Host Country**" means the host country of the Competitions as selected by FIFA, in which the Stadium is located.

"**Hosting Agreement**" means the agreement between FIFA and the LOC concerning the hosting and staging of the Competitions.

"**Intellectual Property Rights**" means all intellectual property and other rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

"**Licensees**" shall mean any entity, not otherwise a Commercial Affiliate, to which FIFA (or an appointee of FIFA) grants the right to use any Competition Marks on items of merchandise (and in its marketing and advertising activities in relation to the sale of such items of merchandise) or to operate any official Competition stores, but which is not permitted to affix its own corporate or other brand or trademark to such items of merchandise, unless otherwise permitted by FIFA.

"**Marketing Rights**" means, in any and all media, throughout the universe, and in all languages, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights, philatelic rights, numismatic rights, lottery rights, auction rights and any other rights and/or associated commercial opportunities (whether now known or hereafter invented) relating to the Competitions and the Competition-related Events, to the extent that such rights are not Media Rights.

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"**Match**" means any football match in its entirety (including replays, extra-time and penalty shoot-out phases) which takes place as part of a Competition.

"**Match Day**" means the day on which a Match takes place at a Stadium located within the Host City.

"**Media Rights**" means the right, throughout the universe, and in all languages, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter invented), any aspect or element of the Competitions and Competition-related Events on a live, as-live and/or delayed basis, in full length or in part, in any media and by any means of transmission or delivery whether now known (including successor technologies) or hereafter invented, including any news access rights. For the avoidance of doubt, the right to broadcast, stream and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights and Media Rights include the right to record, create and exploit any official films or any official concerts of the Competitions and/or similar audiovisual products and programming, and shall include the fixed media rights, public exhibition rights and the in-flight rights.

"**Media Rights Licensee**" means any entity which acquires from FIFA, or any entity appointed by FIFA, any Media Rights, including the right to broadcast, stream and/or transmit, via any medium and by any means of transmission, the basic audiovisual feed, any supplemental feed, audio-feed or any other any content and/or material being subject to the Media Rights.

"**Member Association**" means the national football association, officially affiliated to FIFA, which has established the Bid Committee.

"**Official Emblem**" means the official logo, emblem or device selected by FIFA for each of the Competitions as the visual design symbol representing a Competition.

"**Official Mascot**" means the official mascot selected by FIFA for each of the Competitions, including its name.

"**Official Slogan**" means the official slogan selected by FIFA symbolising the overall message and theme in relation to the hosting and staging of the Competitions in the Host Country.

"**Official Trophy**" means the official FIFA World Cup trophy and the official FIFA Confederations Cup trophy as selected by FIFA, which is awarded to the winner of the respective Competition.

"**Outdoor Advertising Media**" means any advertising spaces and facilities suitable for promotional purposes, for example rotating boards, video walls, billboards, lampposts, bridge railings, public transportation, public building facades as further described in Clause 4.4.3.

"**Outer Stadium Perimeter**" means the perimeter further removed from the Stadium than the Inner Stadium Perimeter and to which only accreditation card holders and ticket holders are entitled to access on Match Days.

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"**Preliminary Draw**" means the draw ceremony in which Teams of all member associations participating in the qualification for the FIFA World Cup™ are drawn into competition groups for each of the Confederations.

"**Premium**" means any promotional or other item of merchandise which bears the Host City Composite Logo and are given away free of charge.

"**Protocol Routes**" means the official FIFA protocol route used for the main, official traffic within the Host City during the Competition Periods or the periods of certain Competition-related Events hosted and staged in the Host City, such as the road between the airports and main train stations of the Host City and the Stadium, the draw venues (if applicable), the FIFA headquarters (if applicable) and the FIFA venue hotels within the Host City.

"**Rights Protection Programme**" means the world-wide programme developed and implemented by FIFA for the protection and enforcement any Media Rights, Marketing Rights, Intellectual Property Rights and any other commercial or other rights and opportunities owned and/or controlled by FIFA in relation to the Competitions as further described in Clause 4.12.

"**Site**" means (i) any Stadium, (ii) any Training Site, (iii) any official parking area, accreditation centre, ticketing centre, volunteer centre, the international broadcast centre (if located within the Host City), the Stadium media centre, and/or any hospitality area (including hospitality boxes and hospitality villages), used in relation to the Competitions and (iv) any other locations, areas and/or facilities designated by FIFA as an official site located within the Host City in relation to the Competitions, including the Competition-related Events and to which access is permitted only to accreditation card holders or ticket holders or any other officially-sanctioned ticket or other access device.

"**Stadium**" means the stadium in the Host City at which a Match is played, including the entire premises (to the extent that a ticket or an accreditation card is required in order to gain access) of the stadium facility inside the Outer Stadium Perimeter fence as well as any permanent and temporary facilities, areas, buildings or sections used in any manner in connection with the Competitions as determined by FIFA.

"**Stadium Agreement**" means the stadium agreements entered between the FIFA and/or the LOC on the one side and the stadium owner/operator on the other side for the use of a Stadium for the Competitions, which may contain a stadium agreement cover and/or the stadium use agreement.

"**Team**" means any team which qualifies to participate in either of the Competition.

"**Team Delegation**" means the delegation of a Team, consisting of players, coaches, managers, officials, media officers, representatives and guests of a Team as well as other individuals appointed by FIFA or the LOC for the purposes of accompanying and liaising with the Team.

"**Team Base Camp**" means a hotel which operates as the headquarters of a Team during the Competition Period of the FIFA World Cup™, and which combines a dedicated Training Site with suitable accommodation facilities.

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"**Training Site**" means any venue within the Host City to host Competition-related training sessions for any Team, including the entire premises of the stadium facilities used for a training session inside the stadium fence and (on days on which any official Team training session takes place within the stadium in relation to the Competitions) the aerial space above such stadium premises as well as any permanent and temporary parking facilities, permanent and temporary media areas and zones, concessions areas, Commercial Display areas, the area which comprises the field of play and the adjacent area up to the demarcation of the stands, stands, the areas beneath stands and any such areas, buildings, facilities or sections used in any manner in connection with any official Team training session in relation to the Competitions as determined by FIFA. Training Sites include the Training Sites connected to Team Base Camps and the Venue-Specific Training Sites.

"**Venue-Specific Team Hotel**" means any team hotel located within the Host City in which a Team is obliged to stay the night before its next Match and (in respect of Matches with late kick-offs) the night following such Match.

"**Venue-Specific Training Sites**" means any Training Site which is connected to a Venue-Specific Team Hotel located within the Host City, in which a Team may perform training sessions in connection with its next Match.

"**Volunteers**" means individuals performing for and on behalf of the LOC, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competitions, which are primarily (but not exclusively) be nationals from the Host Country.

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ANNEXE 2

Outdoor Advertising Media

The Host City shall secure Outdoor Advertising Media at the following locations and on such terms as described below:

Outdoor Advertising Media Locations	**Outdoor Advertising Media Terms of Delivery**
All inventory within - **Two (2) kilometre radius of Stadium** - **Five Hundred (500) meter radius from draw venue** - **One hundred (100) meter radius of any FIFA Fan Fest**	- Outdoor Advertising Media owned by Host City: To be provided to FIFA for its own disposal, free of charge - Outdoor Advertising Media owned by Host City, but exploited by third parties or owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.
- **Areas most likely used for Protocol Routes (such as inventory located at the roads from the airport and the main train stations to the Stadium)**	- Outdoor advertising media owned by Host City: To be provided to FIFA for its own disposal, free of charge - Outdoor advertising media owned by Host City, but exploited by third parties or owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.

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- **All inventory specifically created for the Competitions**	- Outdoor advertising media owned by Host City: May be freely exploited by the Host City provided it is only sold to FIFA, Commercial Affiliate, a Media Rights Licensee or other FIFA-approved entities.
- **Adequate inventory at key locations at the airports in the proposed Host Cities**	- Outdoor advertising media owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.
- **Vehicle exteriors on mass transit routes to the Stadium**	- Outdoor advertising media owned by Host City: May be freely exploited by the Host City provided it is only sold to FIFA, Commercial Affiliate, a Media Rights Licensee or other FIFA-approved entities. Five Per cent (5%) of the inventory shall be provided to FIFA free of charge for branding purposes. - Outdoor advertising media owned by Host City, but exploited by third parties or owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.

The Outdoor Advertising Media in the Host Cities shall be provided by the Host City two (2) weeks prior to the start of each Competition, during each Competition, and for forty eight (48) hours after the end of each Competition.

HOST CITY AGREEMENT

between

FEDERATION INTERNATIONALE
DE FOOTBALL ASSOCIATION (FIFA)
FIFA-Strasse 20
8044 Zurich
Switzerland

("**FIFA**")

and

[*Insert name and address of LOC*]

("**LOC**")

On the one side

and

[*Insert name & address of City Authority*]

("**Host City**")

On the other side

regarding participation in hosting and staging of the

2022 FIFA World Cup™

FIFA Confederations Cup 2021

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1. INTRODUCTION

1.1 FIFA

FIFA is the world governing body for the sport of Association Football, which it promotes on a worldwide basis through its development programmes, as well as by organising, supervising and promoting international Association Football competitions and supports and funds programmes that support social development through football.

1.2 Competitions and Ownership of Rights

FIFA, as the founder of the Competitions and world governing body of Association Football and based on its organisational, logistical and financial contributions, roles and responsibilities for the hosting and staging of the Competitions, has ultimate authority over the manner in which all FIFA competitions, including the Competitions, are staged and organised. Further, FIFA exclusively and solely owns and controls on a world-wide basis any and all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial or other rights and opportunities, including any title and interest in, and in relation to, the Competitions, including any Competition-related Events, whether existing or created in the future.

1.3 Bidding Process

(i) FIFA has invited its member associations to bid for the right to host and stage the Competitions and the Member Association has formally expressed its interest to participate in the Bidding Process with the objective to host and stage the Competitions in the Host Country.

(ii) FIFA intends to conclude the bidding process by appointing a host country of the Competitions in December 2010.

1.4 Bid Committee

The Member Association has established, or will establish, the Bid Committee with the purpose of participating in the Bidding Process and submitting a bid to FIFA.

1.5 LOC

The Member Association has established, or will establish, the LOC with the purpose of becoming the local organising committee responsible for hosting and staging the Competitions.

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2. SELECTION AND APPOINTMENT OF HOST CITY

2.1 Introduction

FIFA, with the support of the LOC, will be the overall responsible for the hosting and staging of the Competitions, including all Matches and any Competition-related Events. As the Competitions are events of public interest, and in view of the scope of the organisation required to host and stage the Competitions, FIFA and the LOC have developed a host city programme to closely cooperate with the host cities of the Competitions and to integrate these into the planning and organisation of the Competitions in such manner as described in this Host City Agreement. The roles and responsibilities of the Host City in relation to its support of the hosting and staging of the Competitions as well as the promotional rights and opportunities granted to the Host City are further described in this Host City Agreement.

2.2 Selection Process

(i) As part of the Bidding Process, the Bid Committee has proposed to FIFA a certain number of cities, including the Host City, to be candidate host cities for the Competitions, which shall be spread across the Host Country in a reasonable manner with the purpose of representing that the Competitions are considered a nationwide event.

As part of the Bidding Process, the Bid Committee has provided FIFA with an original of a host city agreement unilaterally executed by each of the candidate host cities, including with this Host City Agreement unilaterally executed by the Host City.

(ii) Subsequent to the appointment of the LOC to host and stage the Competitions, the LOC will submit to FIFA its proposal for the final selection of the host cities for the FIFA World Cup™ and the FIFA Confederations Cup. Such proposal shall contain a detailed explanation and reasoning why a candidate host city is proposed by the LOC to be selected as host city by FIFA, including a minimum of two (2) locations for the FIFA Fan Fest per candidate host city in accordance with Clause 4.9.3 (iii). As part of the selection process, the LOC will organise a host city selection tour to all candidate host cities.

(iii) By entering into this Host City Agreement, the Host City agrees to take part in such selection process as conducted by FIFA and the LOC for the appointment of the host cities for the Competitions by FIFA.

2.3 Appointment

(i) At a later stage, which is expected to be five (5) years prior to the FIFA World Cup™ at the earliest, FIFA will appoint all host cities in the Host Country for the respective Competition.

(ii) In the event that the Host City will be selected as a host city for the FIFA Confederations Cup and/or FIFA World Cup™ based on the selection process described in Clause 2.2 above and by counter-signing this Host City Agreement,

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FIFA appoints the Host City, and the Host City accepts such appointment, as a host city for the respective Competition on the terms and conditions as set out in this Host City Agreement.

(iii) As a consequence of the selection as host city for the FIFA Confederations Cup and/or FIFA World Cup™ and the appointment by FIFA, subject to the terms and conditions of this Host City Agreement

a) FIFA grants to the Host City, free of any charge and on a non-exclusive basis, the rights and opportunities for its promotion of the status as host city of the respective Competition as set out in this Host City Agreement, in particular in Clause 3 below; and

b) the Host City shall be obliged to support FIFA and the LOC, as well as such other third parties as identified by FIFA and the LOC, in connection with the hosting and staging of the Competitions and the promotion of the Competitions as set out in this Host City Agreement, in particular in Clause 4 below.

(iv) In case the Stadium is not located within the sole municipal jurisdiction of the Host City, but within the municipal jurisdiction of another city located directly adjacent to the Host City, upon request by FIFA and/or the LOC and prior to the appointment of the Stadium pursuant to the Stadium Agreement and the Host City pursuant to Clause 2.3 (ii) above, such neighbouring city must be made a party to, or otherwise fully bound to all relevant terms and conditions of, this Host City Agreement in such manner and form as requested by FIFA, to ensure that such neighbouring city fully supports the hosting and staging of the Competitions in such neighbouring city, and performs all relevant obligations, in full compliance with the terms and conditions of this Host City Agreement. For the avoidance of doubt, the neighbouring city shall not be entitled to design and create any marks, designs or other city-specific identification pursuant to Clause 3 below.

2.4 **FIFA Confederations Cup**

(i) In the event that the Host City is selected as a host city for the FIFA Confederations Cup, the Host City agrees and acknowledges that this Host City Agreement shall apply, directly and without any limitation, for the FIFA Confederations Cup.

(ii) FIFA and the LOC may, however, determine an adaptation and/or modification of the rights and obligations of the Host City under this Host City Agreement, taking into account the different scope of the hosting and staging of the FIFA Confederations Cup.

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3. HOST CITY PROMOTION

3.1 Host City Events

(i) The Host City shall be entitled to organise, host and stage Host City Events, subject to the terms and conditions of this Host City Agreement and the Host City Event Guidelines and, in particular, the following specific requirements:

a) Pursuant to Clause 5 below, the Host Cities may use the following Competition Marks in relation to the Host City Events, subject to the prior written approval by FIFA:

- Host City Composite Logo;
- Host City Designation;
- official Competition design as developed by FIFA;
- Official Slogan; and/or
- official Competition designation.

b) Commercial Affiliates shall, free of charge, be given appropriate recognition in relation to, and at, any Host City Event (e.g. by way of using composite towers or the Commercial Affiliate logo strip as provided by FIFA).

c) The Host City may grant marketing rights in relation to the Host City Events in such manner as to be determined by FIFA. The Host City agrees and acknowledges that entities being competitors of any of the Commercial Affiliates may not be granted any rights or opportunities in relation to any Host City Event.

d) Pursuant to Clause 4.11.2 below, Commercial Affiliates in any food and beverage product category shall have a first right of negotiation and right of last refusal for the right to offer and/or sell their products at any Host City Event, to be implemented in accordance with the procedure set out by FIFA.

e) The sale of official licensed products at any Host City Event shall be exclusively conducted by the entity appointed by FIFA as the official retailer for official licensed products in relation to the Competitions, to which the Host City shall provide space and utilities, on an at cost basis.

f) The location used for any Host City Event must be free and clean of any visible third party advertising, branding and/or other commercial identification.

Further details for the organisation and staging of Host City Events will be set out in the Host City Event Guidelines. The LOC agrees and acknowledges that any Host City Event must fully comply with the Host City Event Guidelines.

(ii) The Host City agrees and acknowledges that the organisation and staging of any Host City Event requires FIFA's prior written approval.

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(iii) By no later than three (3) years prior to the first Match of the FIFA World Cup™, the Host City shall provide FIFA with an overall concept for the organisation and staging of Host City Events, which shall describe in detail all relevant information relating to the organisation and staging of each of the Host City Events, including a list of planned events and activities by the Host City as well as the location, main content and objective of any such planned events and activities.

Subsequent to such due date and at any time, and in such manner, as requested by the LOC and/or FIFA, the Host City shall regularly provide FIFA and/or the LOC with written work-in-progress information, material, documents and drafts of concepts, proposals and plans in relation to any such activities and events of the Host City.

3.2 **Host City Poster**

(i) The Host City shall be entitled to be involved in the design and creation of the Host City-specific design element contained in the Host City Poster of the Host City, in cooperation with, and in such manner as determined by, FIFA. The Host City agrees and acknowledges that FIFA remains entitled to approve, in writing, the final design of the Host City Poster, including any Host City-specific elements.

(ii) The Host City shall be entitled to use the Host City Poster as a Premium and to promote and communicate its status as host city of the Competitions subject to, and in accordance with, the Host City Poster Guidelines. The Host City agrees and acknowledges that FIFA, at its sole discretion, remains entitled to determine the production, use and marketing of the Host City Poster.

(iii) The Host City shall ensure that any rights accrued for the Host City or any third party directly or indirectly commissioned by the Host City as part of the development and/or creation of the Host City-specific design element of the Host City Poster, in particular any and all present or future Intellectual Property Rights, including copyrights, rights of usage and other proprietary rights are immediately upon finalisation of the design and in perpetuity assigned, with full title guarantee to FIFA throughout the world and without any restriction in relation to time, scope and territory for the full term, including any renewals or extensions of such rights. These rights shall be assigned to FIFA prior to the public launch and/or the production of the Host City Poster. Further details shall be set forth in the Host City Poster Guidelines.

(iv) The Host City hereby irrevocably waives and shall ensure that any artist appointed, or in any other manner involved, by the Host City irrevocably waives in favour of FIFA, to the fullest extent permitted by any applicable laws, all moral rights and other rights of a similar nature which the Host City (or any such artist) may have at any time in and/or to the Host City Poster, including any Host City-specific elements.

(v) The Host City agrees and acknowledges that FIFA, free of any charge and in perpetuity, has the right to produce, use and market itself and to grant to the Commercial Affiliates, Media Rights Licensees and/or any further third party the

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right to produce, use and market any rights to, and opportunities in, the Host City Poster on a worldwide basis and without any restrictions.

(vi) The sale of the Host City Poster shall be managed by the licensee appointed by FIFA for the sale and marketing of the Host City Poster.

3.3 **Stadium Recognition**

(i) The Host City shall, at no costs for the Host City, be entitled to have its name incorporated in certain of the decoration material displayed in the Stadium and at other areas of the Stadium in a manner and at a scope as solely determined by FIFA, provided that FIFA and the LOC decide to develop such decoration material. The Host City agrees and acknowledges that FIFA shall be entitled to define, at its discretion, the design and content of any such decoration material in order to maintain consistency with the overall look and feel of the official Competition design as developed by FIFA.

(ii) In principle, the reference to the Host City will be in English language. However, the Host City shall inform FIFA of any language/dialect in which it may wish the Host City name to appear on any such decoration material. FIFA shall review such request in good view, with no obligation to use the local language/dialect version, in particular in view of a consistent approach across all host cities of the Competition.

3.4 **Official FIFA Website**

(i) The Host City shall be entitled, at FIFA's costs, to be presented on the official FIFA website for the Competitions, such presence of the Host City to be in such manner and to an extent to be determined by FIFA at its sole discretion.

(ii) The Host City agrees and acknowledges that

a) the official FIFA website for the Competitions shall be owned by FIFA and operated by, or on behalf of, FIFA;

b) FIFA will have the sole editorial and production control over any content hosted on the official FIFA website for the Competitions and the final decision on any matter appearing on the official FIFA website for the Competitions, including the right to determine which content is exhibited and which content is withdrawn; and

c) the official FIFA website will be the only official website in relation to the Competitions.

(iii) The Host City shall reasonably support FIFA in respect of the creation of a Host City-specific section on the official FIFA website, including the provision of photos and other relevant material and information, free of charge and free of any copyrights of any third party.

(iv) FIFA will provide a link to the Host City website on the relevant Host-City specific pages of the official FIFA website.

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3.5 **Host City Website**

(i) The Host City shall be entitled to promote and communicate its status as a host city of the Competitions on its Host City website by creating a dedicated section informing on its promotional activities and events as well as its support of the Competitions in such manner to be approved by FIFA in its sole discretion and subject to the Host City Website Guidelines.

(ii) The Host City shall ensure that no third party advertising or branding, or any other commercial content or identification of any commercial entity, appears within the Competition-related section of the Host City website.

3.6 **Premiums**

The Host City shall be entitled to use, but not to sublicense the right to use, the Host City Composite Logo on a reasonably small number of promotional and protocol gifts, not exceeding such maximum number per item as to be determined by FIFA at a later stage, provided that all such products are approved by FIFA beforehand and are sourced from Licensees, a preferred supplier of premiums appointed by FIFA, Commercial Affiliates or other third parties in accordance with the Host City Premium Guidelines. The use of the Premiums by the Host City shall also be governed by the terms and conditions to be set out in the Host City Premium Guidelines.

3.7 **Host City Display**

The Host City shall be entitled to set up a display to promote and communicate its status as a host city of the Competitions at the outside area of the Stadium and at an area located at or near the venue of the Final Draw or any other Competition-related Event, subject to the availability of space as determined by FIFA in its sole discretion. The size of the space made available for the set up of such display will be determined by FIFA depending on the respective local conditions. The Host City undertakes to comply with any specific guidelines issued by FIFA for the set up and operation of the display at such areas.

3.8 **Host City Publications**

(i) The Host City shall be entitled to produce, and to distribute free of charge, flyers and other print products to promote and communicate its status as a host city of the Competitions in such manner as determined by FIFA in its sole discretion. The Host City agrees and acknowledges that the layout and content of, including the use of the Host City Composite Logo or any other Competition Mark on or in connection with, any flyers and other print products, as well as the use and distribution thereof, are subject to this Host City Agreement and, in particular, the Host City Marks Guidelines and Host City Publication Guidelines.

(ii) The Host City agrees and acknowledges that the publications produced by, or on behalf of, the Host City shall

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a) be free of any advertising and promotional or other commercial content of any entity which is considered by FIFA a competitor of a Commercial Affiliate; and

b) bear recognition of the Commercial Affiliates in such manner as determined by FIFA (for instance, by way of using the Commercial Affiliate logo strip as provided by FIFA).

3.9 **FIFA/LOC Promotional Events**

(i) FIFA and/or the LOC may conduct, in their own discretion, promotional events, activities or tours (for instance, a FIFA World Cup™ trophy tour) within the Host Country, including the Host City prior to and during the Competitions, with the purpose of raising the awareness of the general public in relation to FIFA, the LOC and the Competitions.

(ii) In this regard, the Host City agrees and acknowledges that it may be requested to participate in, and/or stage parts of, such promotional events, activities or tours, for instance, to host a leg of the FIFA World Cup™ trophy tour, in which case the Host City shall provide such support to FIFA and the LOC as required by FIFA in accordance with specific guidelines to be released by FIFA at a later stage. Clause 4.1 below applies to the support to be provided by the Host City for any such promotional events, activities and tours.

3.10 **Tickets**

Subject to the ticket plan to be developed by FIFA, the Host City shall be entitled to purchase a certain number of tickets and ticket products for the Matches in the Host City (in an amount to be determined by FIFA at a later stage) prior to making such tickets or ticket products available for sale to the general public. In such case, the Host City agrees to fully comply with the standard terms and conditions and any further special requirements defined by FIFA for the use of any tickets or ticket products at a later stage, in particular to not use any such tickets or ticket products for any commercial purposes, whether by way of price offerings, competitions, sweepstakes or otherwise.

4. HOST CITY SUPPORT

4.1 **General Support**

On FIFA's and/or the LOC's request, the Host City shall support and provide an appropriate level of assistance to FIFA and/or the LOC in relation to the hosting and staging of the Competitions, in particular in connection with the

(i) organisation and implementation of any Competition-related Event staged by FIFA and/or the LOC in the Host City. If requested by FIFA and/or the LOC, such support and assistance shall include, at no cost to FIFA and/or the LOC

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a) the provision of an adequate location, including the availability of any utilities (such as water, power, cleaning, waste management, signage and toilets) and sufficient parking spaces and facilities;

b) the provision of emergency and security services;

c) support and assistance of FIFA and the LOC for local promotional activities and measures in relation to the Competition-related Event; and

d) such other support and assistance as reasonably requested by FIFA and/or the LOC in relation to the Competition-related Events hosted and staged in the Host City.

(ii) identification and provision of necessary spaces and facilities required by FIFA and/or the LOC for certain organisational tasks to be performed during the Competition Period and the periods of any Competition-related Events, in particular near the Stadium on Match Days, such as facilities used for the volunteer programme (as set out in Clause 4.7 below) or for the set up of any ticketing and/or accreditation centres.

Further details of such support and assistance in connection with specific Competition-related Events hosted and staged in the Host City, such as the Final Draw or the Preliminary Draw, shall be agreed separately between the parties at a later stage.

4.2 **Stadium and Training Sites**

4.2.1 Stadium

(i) FIFA will select at least one (1) Stadium in each host city of the Competitions, including in the Host City. The Host City shall support and assist FIFA and the LOC in connection with the selection process of such Stadium in relation to the Competitions in such manner as requested by FIFA and/or the LOC, which may include the provision of any relevant information on public transportation, local security and any other matters of interest, the provision of maps as well as the attendance of inspection tours, further workshops and meetings by key personnel and representatives of the Host City.

(ii) The Host City shall further support and assist FIFA and the LOC in connection with the use and operation of the Stadium and undertakes to fully co-operate with, and assist, FIFA and the LOC in the provision of all infrastructure requirements in connection with the Stadium and within the Host City in order to facilitate the use and operation of the Stadium for the Competitions. Further details on their cooperation in this respect shall be agreed in good faith between the Host City, the LOC and FIFA at a later stage.

4.2.2 Training Sites

(i) The LOC will identify and propose to FIFA for its selection a minimum of four (4) potential Venue-Specific Training Sites in the Host City, which each must be

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located as close as possible to the respective Venue-Specific Team Hotel chosen by FIFA, but at a maximum of a twenty (20) minutes drive from the respective Venue-Specific Team Hotel. Based on such proposal, FIFA and the LOC will select one (1) Venue-Specific Training Site in the Host City per Venue-Specific Team Hotel, with one (1) "back-up" Venue-Specific Training Site in the Host City to be used as a reserve.

(ii) The Host City shall support and assist the LOC and FIFA in connection with the selection process, use and operation of such Training Sites in relation to the Competitions in such manner as requested by FIFA or the LOC, which may include the provision of any relevant information on public transportation, local security and any other matters of interest, the provision of maps as well as the attendance of inspection tours, further workshops and meetings by key personnel and representatives of the Host City.

(iii) The Host City shall further support and assist the LOC and FIFA in connection with the use and operation of such Training Sites and undertakes to fully co-operate with, and assist, the LOC in the provision of all infrastructure requirements in connection with any Training Sites and within the Host City in order to facilitate the use and operation of any Training Sites for the Competitions. Further details on their cooperation in this respect shall be agreed in good faith between the Host City, the LOC and FIFA at a later stage.

4.2.3 Stadium Names / Training Site Names

In respect of the name of the Stadium and the Training Sites to be used in relation to the Competitions, the Host City agrees and acknowledges that:

(i) FIFA shall be entitled to change the name of the Stadium and the Training Sites selected for any purposes in relation to the Competitions to any name that it deems appropriate, without any reference to the naming rights sponsor if the Stadium or the Training Sites (e.g. "2018 FIFA World Cup Stadium/Training Site [Host City]") for the entire term of this Host City Agreement. For the avoidance of doubt, FIFA shall be free to grant, during the Competition Period, any naming rights in relation to the Stadium and any Training Sites to the Commercial Affiliates or any other third party;

(ii) it shall exclusively use for any purposes in relation to the Competitions the official name of the Stadium and any Training Site as determined by FIFA for the Competitions, in particular in any press releases, brochures and any other public written or oral statements for the entire term of this Host City Agreement;

(iii) it shall not use in any press conference, press release, printed materials or any other marketing or promotional materials or otherwise the customary name of the Stadium or the Training Sites with reference to the naming rights sponsor in any context with the Competitions for the entire term of this Host City Agreement; and

(iv) any directional signage of the Stadium and any Training shall only display the official name of the Stadium or the Training Sites for the Competitions as determined by FIFA as of at least fourteen (14) days prior to the first Match,

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training session or any other official event of the relevant Competition taking place in such Stadium or Training Site and be implemented in accordance with the official Competition design as developed by FIFA.

4.3 **Controlled Area**

(i) The Controlled Area is an area (such as temporary parking areas used on Match Days, open outdoor spaces, entertainment areas or arenas) determined by FIFA which is located directly adjacent to the Outer Stadium Perimeter, in which certain commercial and other activities are prohibited on Match Days and the days prior to Match Days to ensure the smooth implementation of the hosting and staging of the Matches and protect the rights of the Commercial Affiliates as set out in this Clause 4.3.

(ii) The Host City shall ensure that the Controlled Area shall be included as much as possible into the organisation of the Matches and that any measures necessary to comply with the requirements for the Controlled Area as set out in Clause 4.3 and 4.4.below are taken in such manner as required by FIFA and the LOC.

(iii) In particular, the Host City shall

a) ensure that, to the extent permitted by applicable laws and regulations, any advertisement and other commercial identification located within the Controlled Area will be removed or fully covered;

b) not grant any permits or other concessions for activities (such as for the use of the spaces or buildings for advertisements or other promotional activities) within the Controlled Area and suspends any existing permits, concessions or licenses within the Controlled Area; and

c) use best efforts to discuss, in the name, and on behalf, of FIFA and the LOC, these requirements with the owners and operators of any buildings and spaces located within the Controlled Area and, to the extent necessary to ensure compliance with these requirements and to enter, at its own costs, into the respective arrangements with these owners or operators.

(iv) The Host City agrees and acknowledges that the Controlled Area must comply with the following requirements on Match Days and the day before Match Days in relation to the Stadium:

a) the Controlled Area must be free and clear of any outdoor advertising (in accordance with the instructions by FIFA and the LOC). The removal and coverage of the outdoor advertising may be done temporarily;

b) no events or other activities may be held in any buildings and at any spaces located within the Controlled Area which in the opinion of FIFA and/or the LOC may impact on the organisation or marketing of the respective Match; and

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c) no public sales of food, beverages, fan items, souvenirs or similar products or other products as decided by FIFA may take place in or from any buildings, or at any spaces, located within the Controlled Area (in accordance with the instructions by FIFA and the LOC).

(v) Further details in relation to the definition and set up of the Controlled Area and the implementation of the corresponding requirements will be defined by FIFA in specific guidelines to be issued by FIFA at a later stage.

4.4 **Host City Dressing**

4.4.1 Introduction

A major component of FIFA's Competition branding and anti-Ambush Marketing strategies involve the use and acquisition of Outdoor Advertising Media which is used by FIFA and the LOC to install official Competition branding to create a festive atmosphere in the host cities of the Competitions and other key locations within the Host Country or to offer such inventory to the Commercial Affiliates for purchase from the owners of such inventory. In this regard, FIFA and the LOC will establish a Host City Dressing for each host city of the Competitions, including the Host City and each host city where a draw or any other Competition-related Event is staged. Such Host City Dressing will be established by FIFA on the following basis:

(i) FIFA shall be responsible to

a) develop the design of any material used for the Host City Dressing, which may include recognition of the Host City and the Commercial Affiliates in such manner as determined by FIFA;

b) develop the overall strategy for the Host City Dressing; and

c) identify, together with the LOC, the locations and inventory used for the Host City Dressing, including, at a minimum, the relevant locations and inventory along the Protocol Routes and any such inventory made available to the LOC and FIFA as part of the Outdoor Advertising Media mentioned in Clause 4.4.3 below.

(ii) The LOC shall be responsible for the production and delivery of any material used for the Host City Dressing, such as banners, flags and posters.

4.4.2 General Host City Support

The Host City shall, at its own costs

(i) be responsible to support the Host City Dressing in such manner as set out in this Host City Agreement, in particular Clauses 4.4.3 to 4.4.7 below and as requested by FIFA and/or the LOC;

(ii) ensure that the Host City Dressing material installed in the Host City may bear recognition of the Commercial Affiliates;

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(iii) legally assess and inform the LOC of any legal regulations or restrictions that may exist in the Host City in relation to the implementation of the Host City Dressing;

(iv) issue any necessary permits for the installation of the Host City Dressing material.

4.4.3 Identification of Outdoor Advertising Media

Upon request by the LOC and/or FIFA, the Host City will, at its own costs, make available to the LOC and/or FIFA a detailed identification and listing of all existing Outdoor Advertising Media, being any spaces and other facilities suitable for promotional purposes (for example, rotating boards, video walls, billboards, lampposts, bridge railings, public transportation, public building facades) at such locations as defined in Annexe 2 or as otherwise determined by FIFA and the LOC, in particular along the Protocol Routes and at the airport, the train stations as well as in the vicinity of the Stadium, the official hotels as well as the Training Sites.

4.4.4 Provision of Outdoor Advertising Media

(i) The Host City shall make available to the LOC and/or FIFA the Outdoor Advertising Media in such manner and extent, and for such time period, as set out in Annexe 2 of this Host City Agreement, in particular alongside the Protocol Routes.

(ii) In the event that the Outdoor Advertising Media identified, listed and available to the Host City are, in the opinion of FIFA and the LOC, not sufficient to meet the Host City Dressing requirements of FIFA and the LOC for the Competitions, the Host City shall, at its own expense, acquire additional Outdoor Advertising Media for the defined time periods and make such additional Outdoor Advertising Media available, free of charge, to FIFA and the LOC for the Host City Dressing, in particular along the Protocol Routes.

4.4.5 Installation, Maintenance and Dismantling of Host City Dressing Material

The Host City shall, at its own costs, be solely responsible for the installation, maintenance and dismantling of any Host City Dressing material at any locations identified and used within the Host City in accordance with the instructions given by FIFA and/or the LOC.

4.4.6 Liability and Insurance

The Host City shall be liable for any damages of FIFA, the LOC or any third party caused by the installation or the dismantling of the Host City Dressing material and shall, at its own costs, secure and maintain adequate insurance to cover

(i) all risk of any damages of FIFA, the LOC or any third party caused by the installation or the dismantling of the Host City Dressing material; and

(ii) all risks of loss or damage suffered by the LOC and/or FIFA from the loss or damage of the Host City Dressing material.

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4.4.7 Host City Delivery Proposal

By no later than 1 January of the calendar year two (2) years prior to the FIFA World Cup™, the Host City shall submit to the LOC, for the prior written approval of the LOC and FIFA, a detailed plan how the Host City will comply with its obligations in relation to the Host City Dressing for the Competitions and any Competitions-related Events as set out in Clauses 4.4.2 to 4.4.6 above, including any relevant information and details on the required locations and inventory to be made available to the LOC and FIFA.

4.5 Traffic and Parking

4.5.1 Traffic Management Plan

(i) By no later than three (3) years prior to the FIFA World Cup™, or at any earlier time requested by the LOC, the Host City shall provide the LOC with a traffic management plan for the Competition Periods, describing in detail:

a) traffic management systems around the Stadium and in the centre of the Host City on Match Days as well as for the location of the FIFA Fan Fest for the entire Competition Period, including contingency/emergency plans;

b) routes, including shuttle bus routes, timetables and distance estimates for key routes being covered by the traffic management plan;

c) organisation of public transportation on Match Days, including free public transportation for ticket holders and hospitality guests as well as for FIFA Fan Fest visitors;

d) the directional signage system within the Host City and for all highways, streets, airports, train stations and other relevant locations and areas as proposed to be established in connection the Competitions by the Host City, which shall be consistent with the directional signage programme established by the other host cities of the Competition and the official Competition design as developed by FIFA;

e) the traffic and transportation information system as proposed to be established by the Host City together with the airport and train station authorities as well as with the police and other public authorities for visitors of the Competitions and the FIFA Fan Fest, including any flyers, website information and information desks; and

f) the manner in which the Host City proposes to comply with the specific requirements set out in this Clause 4.5.

(ii) The Host City shall implement the traffic management plan for the Competition Periods, at its own costs, including the implementation and adoption of all measures being part of the traffic management plan, passing the necessary municipal ordinances and by-laws as well as providing any assistance requested of it by FIFA, the LOC and/or the Government authorities.

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4.5.2 Buses and Trains

The Host City shall, to the extent that it is empowered to do so, ensure that local and national buses and trains connecting into the Host City and/or operating within the Host City itself

(i) are fully operational on each Match Day; and

(ii) continue to operate for a period of at least four (4) hours after the end of each Match taking place in the Host City.

4.5.3 Airports

(i) The Host City shall, to the extent that it is empowered to do so, ensure that

a) on Match Days and other days as required by FIFA or the LOC, the Host City airports are open for late night and early morning flight arrivals and departures to accommodate Match kick-off and conclusion times in the Host City and the requirement to enable spectators to fly in and out of the Host City with maximum flexibility; and

b) airline operators shall not be required to pay any premium airport taxes, charges, or penalty fees for flying in or out of the Host City airports before or after customary airport closure times during the entire Competition Period.

(ii) The Host City shall seek the support of the Host City airport authorities for the provision of the Outdoor Advertising Media at the Host City airport by the Host City to the LOC and FIFA as required to be provided by the Host City pursuant to Clause 4.4.4 (i) above.

(iii) The Host City shall facilitate any discussions of FIFA and/or the LOC with the relevant Host City airport authorities with the purpose of the Host City airport authorities agreeing to

a) comply with the requirements set out in Clause 4.5.3 (i) a) and b) above to the extent that the Host City is not empowered to comply with such requirements itself; and

b) provide FIFA and the LOC, free of any charge, with welcome desks, preferred guest treatments and welcome procedures for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials.

4.5.4 Parking Facilities

(i) The Host City shall, in close cooperation with the Stadium authority, support the LOC, in such manner and at such time as requested, to provide sufficient parking facilities at the Stadium and any Training Site for the general public as well as for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials, by making temporarily available to the

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LOC, free of any charge, sufficient Host City owned areas, spaces and or facilities which may be used for parking in connection with the Matches.

(ii) In particular, if requested by the LOC and/or FIFA, the Host City shall, at no costs, provide the LOC with a parking facility for approximately eight hundred (800) cars, together with properly equipped office facilities for up to five (5) staff members, to serve as a distribution centre for any vehicles used by FIFA and the LOC in connection with the transportation operation for the Competition for such duration prior, and during, the Competition as requested by the LOC and/or FIFA.

(iii) The Host City shall, in close cooperation with the Stadium Authority, ensure that:

a) access from all parking facilities to the Stadium shall be possible without the crossing of the main traffic flows of the spectators; and

b) special access routes shall be made available for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials, such as media representatives and representatives of the Commercial Affiliates and Media Rights Licensees.

4.5.5 Combination-Ticket Agreement

The Host City shall, in the name and on behalf of the LOC, enter into a combination-ticket agreement with the local public transportation entity that allows any ticket holder and accreditation card holder to use public transportation on Match Days, free of charge. The content of the combination-ticket agreement, including the respective allocation of costs to the individual tickets, will be determined between the responsible public transportation entity, the Host City, FIFA and the LOC.

4.5.6 General Traffic Support

(i) The Host City shall, upon FIFA and/or the LOC's reasonable request, at any time during the Competition Periods, temporarily

a) restrict public access, or close public access completely, to any roads within the Host City; and

b) provide special traffic access lanes as well as police escorts for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials;

(ii) The Host City shall ensure that, at all times during a period starting one (1) day before each Match Day, and ending one (1) day after such Match Day, on-call road and traffic light maintenance services by the relevant Host City authorities are operational.

4.6 **Team Base Camps**

(i) During the FIFA World Cup™, the delegation of each Team will stay in a Team Base Camp for the entire period of their stay in the Host County, expect for such nights when the delegation of the Teams stay in a Venue-Specific Team Hotel. The LOC will identify and recommend to FIFA suitable hotels for the creation of the Team Base Camps throughout the Host Country, which may also be located within the Host City. Each Team Base Camp must be located in a quiet and secured environment within a one (1) hour bus drive from the Host City airport and within a twenty (20) minute bus drive from a Training Site. Based on such proposal, FIFA will identify such hotels which may be selected as Team Base Camps for the FIFA World Cup™.

(ii) The Host City shall support and assist the LOC in connection with the process of identifying and selecting hotels in the Host City to be proposed as Team Base Camps as well as the use and operation of such Team Base Camps by a Team Delegation in such manner as requested by the LOC, which may include the provision of any relevant information on public transportation, local security and any other matters of interest, the provision of maps as well as the attendance of inspection tours and meetings by key personnel and representatives of the Host City.

4.7 **Volunteer Programme**

(i) The Host City shall support the LOC within the Host City in respect of the implementation of the Volunteer programme to be established by the LOC for the Competitions, in particular by providing, free of charge, facilities for the Volunteer programme managers, used for the selection, education and invitation of Volunteers as well as for any Volunteer events, such as a joint kick-off event staged by FIFA, the LOC and the Host City (if any) as requested by the LOC. The duration of the use and the scope of the required facilities will be confirmed by the LOC at a later stage.

(ii) The Host City shall be entitled to have Host City-specific training programmes integrated into the Volunteer programme to be established by the LOC for the Competitions.

(iii) Unless specifically agreed otherwise between FIFA, the LOC and the Host City, the Host City shall not set up a volunteer programme independent of the Volunteer programme to be established by the LOC for the Competitions.

4.8 **Safety and Security, Fire Protection and Medical Services**

The Host City shall, at its own expense

(i) support FIFA and the LOC in the area of safety and security and fire protection

a) outside of the Stadium on Match Days and on any other days when the Stadium is used in connection with the Competitions;

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b) at any Training Sites on such days when any training sessions in connection with the Competitions take place;

c) at any Team Base Camps (if located in the Host City) on such days when any Team Delegation or other officials use the Team Base Camps;

d) at any other Sites on such days when any Competition-related Events take place; and

e) at the Host City airports, main train stations as well as further public transportation sites, such as bus and metro stations as well as transportation vehicles, including airplanes, buses, metros and trains, which are used in relation to the Competitions during the Competition Period;

(ii) adopt all general safety and security, fire protection and medical service measures as well as other protection measures in relation to the Competitions, including the provision of facilities, such as fences and other infrastructure, dedicated police protection for the participating Teams, key representatives of FIFA and the LOC, VIP guests and further Competition officials;

(iii) pass the necessary municipal ordinances and by-laws to fully implement any arrangements for the general safety and security, fire protection and medical service measures relating to the Competitions; and

(iv) provide any such support and assistance as may be requested by the Government authorities.

Any such general safety and security, fire protection and medical service measures shall be of the highest quality and standard with a high degree of priority, taking into account that the FIFA World Cup™ is one of the most significant sporting events in the world occupying a high level of public interest. Further details of the support to be provided by the Host City in this respect shall be agreed between the LOC and the Host City at a later stage.

4.9 FIFA Fan Fest for FIFA World Cup™

4.9.1 General Principle

(i) In order to ensure broad access to the FIFA World Cup™, and to provide a safe, secure and entertaining environment, for the inhabitants of the Host City and the visitors of the Host Country, FIFA and the LOC may, with the support of, and/or together with, the Host City, organise, or support the organisation of, a FIFA Fan Fest in the Host City, subject to and in accordance with this Clause 4.9.

(ii) The Host City agrees and acknowledges that FIFA shall be free to decide whether or not a FIFA Fan Fest will be staged in the Host City, or in all or some of the host cities of the Competition, or in any other cities of the Host Country and any other countries, which may or may not include the Host City. FIFA will

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inform the Host City by no later than 1 January of the calendar year two (2) years prior to the FIFA World Cup™.

(iii) Without limiting the foregoing, it is intended that the FIFA Fan Fest will take place in every host city of the FIFA World Cup™, including in the Host City, on the basis of the following parameters: (i) taking place on each day of the FIFA World Cup™; (ii) allowing entry free of charge to the majority of the spectators; (iii) providing a live-broadcast of all sixty-four (64) Matches of the FIFA World Cup™; (iv) offering food and beverage and merchandise availability; (v) being staged within a fenced and secured area; (vi) being the only public viewing event endorsed and authorised by the Host City; and (vii) providing a stage of a dimension which allows entertainment programme by the Host City, the LOC, FIFA and/or the Commercial Affiliates or any other third party identified by FIFA.

4.9.2 FIFA Fan Fest Event Manual

FIFA will provide the Host City at a later stage, but the latest two (2) years prior to the FIFA World Cup™, with the FIFA Fan Fest Event Manual, being an operational manual containing all relevant operational details and requirements for the planning, management and operation of the FIFA Fan Fest, such as the venue requirements, the infrastructure requirements, the overall project plan, budget principles, milestones, roles and responsibilities as well as any marketing, media, concession and other requirements. The Host City agrees and acknowledges to fully comply, at its own costs, with any requirements contained in the FIFA Fan Fest Event Manual.

4.9.3 Host City Support

(i) The Host City agrees and acknowledges to support FIFA, at its own costs, in respect of the planning, organisation and implementation of the FIFA Fan Fest in the Host City in such manner as defined in this Host City Agreement and the FIFA Fan Fest Event Manual or as further required by FIFA at a later stage. Such definition of the Host City Support by FIFA shall be done on the basis of the final FIFA Fan Fest concept to be established by FIFA as described in Clause 4.9.3 (ii) below.

(ii) As part of the final FIFA Fan Fest concept, FIFA will define the exact roles and responsibilities of FIFA, the LOC and the Host Cities in relation to the planning, organisation and implementation of the FIFA Fan Fest and all relevant details of the support and obligations of the Host City on the basis of this Host City Agreement. FIFA will submit the final FIFA Fan Fest concept to the Host City by no later than 1 January of the calendar year two (2) years prior to the FIFA World Cup™.

(iii) The Host City agrees and acknowledges that FIFA shall have the right to request the Host City to be the organiser of, or to appoint an professional expert agency to organise on its behalf, the FIFA Fan Fest in the Host City in accordance with the conditions set out in this Host City Agreement, in particular in this Clause 4.9 and the FIFA Fan Fest Event Manual.

(iv) Regardless of the final FIFA Fan Fest concept, in any event the Host City shall, at its own costs, fully comply with the final FIFA Fan Fest concept and provide the

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following support for the planning, organisation and implementation of the FIFA Fan Fest

a) by no later than three (3) years prior to the start of the FIFA World Cup™, propose a minimum of two (2) locations suitable for the FIFA Fan Fest in the Host City, such locations to be central, well-known, iconic locations within the centre of the Host City, to be easily accessible for the visitors of the FIFA Fan Fest, to be approved by all relevant local security and other authorities as FIFA Fan Fest location and complying with the venue requirements defined by FIFA and to provide to FIFA such of these two (2) locations as chosen by FIFA, in its sole discretion, for the hosting and staging of the FIFA Fan Fest in the Host City;

b) ensure that the final location provided by the Host City is clear and free of any third party advertising or other commercial recognition in accordance with the clean site requirements set forth in the FIFA Fan Fest Event Manual;

c) provide the necessary safety and security for the FIFA Fan Fest, including the fences and any personnel to guard the fences for the entire period of the FIFA Fan Fest;

d) provide the media and other infrastructure for the FIFA Fan Fest in accordance with the infrastructure requirements set forth in the FIFA Fan Fest Event Manual;

e) ensure the availability of all relevant utilities for the hosting and staging of the FIFA Fan Fest (such as power and water supply, cleaning, waste management, toilets, lighting, signage, first-aid and emergency services), as further defined in the FIFA Fan Fest Event Manual;

f) obtain and/or grant the necessary permits, licenses and/or clearances; and

g) secure the relevant event insurances (such as general liability insurance) for the hosting and staging of the FIFA Fan Fest in accordance with FIFA's requirements.

4.9.4 General Conditions

The Host City agrees and acknowledges that, unless otherwise agreed by FIFA in writing

(i) FIFA shall be responsible for the overall coordination and management of the FIFA Fan Fest project in such manner as defined in the FIFA Fan Fest Event Manual;

(ii) FIFA may grant to the Commercial Affiliates as part of their overall FIFA World Cup™ sponsorship package such standard rights in relation to the FIFA Fan Fest as to be defined by FIFA, which may, for example, include the right to receive branding around the screens and at other key locations at the FIFA Fan Fest, space for commercial displays, on-screen advertising slots and other on-site and/or off-site promotional rights in relation to the FIFA Fan Fest;

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(iii) FIFA may grant, or may authorise the Host City to grant, further marketing or any other rights providing any kind of exposure relating to the FIFA Fan Fest to the Commercial Affiliates (such as title sponsorship rights, on-screen advertisement rights or any other on-site and/or off-site promotional rights) in such manner as to be defined by FIFA. No such rights may be granted to any entity which is considered by FIFA a competitor of a Commercial Affiliate, regardless of the level of involvement of the Commercial Affiliate;

(iv) the Commercial Affiliates in the food and beverages categories shall have the exclusive right for the sale of products within their respective product categories at the FIFA Fan Fest in such manner as to be determined by FIFA in the FIFA Fan Fest Event Manual. Without limiting the foregoing, local unbranded handcraft products by non-competitive third parties in product categories other than those of the Commercial Affiliates may be sold at the FIFA Fan Fest in such manner as to be determined by FIFA in the FIFA Fan Fest Event Manual;

(v) the entity appointed by FIFA as the official retailer for official licensed products for the FIFA World Cup™ shall have the exclusive right to sell official licensed products and other merchandising products at the FIFA Fan Fest and shall be provided with sufficient space to its operate a sales outlets at the FIFA Fan Fest;

(vi) FIFA shall be responsible to develop the overall branding concept to be used and applied by the Host City, the LOC and FIFA for the FIFA Fan Fest, which shall be based on the official Competition design as developed by FIFA;

(vii) FIFA will set out the rules for the broadcast signal to be used at the FIFA Fan Fest, the broadcast structure as well as the exploitation of any on-screen advertisement and other screen/stage opportunities in the FIFA Fan Fest Event Manual; and

(viii) FIFA shall have the right to determine the supplier of any of the giant screens, stages as well as the sound and light systems used at the FIFA Fan Fest.

4.9.5 Allocation of Budget / Revenues

(i) As part of the overall Competition budget to be established by the Host City, the Host City shall ensure to allocate sufficient funds to the FIFA Fan Fest project to cover any costs in relation to its support of the planning, organisation and implementation of the FIFA Fan Fest in the Host City as described in this Host City Agreement. For such purposes, FIFA will provide the Host City with a template to be used for the budget allocation which shall form part of the FIFA Fan Fest Event Manual.

(ii) The Host City shall be entitled to retain such revenues generated from the FIFA Fan Fest as to be defined as part of the final FIFA Fan Fest concept referred to in Clause 4.9.3 (ii) above.

4.9.6 Other Public Viewing Events

The Host City agrees and acknowledges that the FIFA Fan Fest shall be the only official public viewing event in relation to the FIFA World Cup™ within the Host City.

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If required for security or other operational reasons and approved by FIFA in writing, the Host City may, at its own costs, be involved in the organisation of another public viewing event in the Host City, subject to the terms and conditions to be set out by FIFA. In such case, the Host City shall, in particular, adopt the necessary safety and security measures for such other official public viewing event.

4.10 Promotion, Public Relations and Publications

4.10.1 Introduction

The Host City agrees and acknowledges that an appropriate promotion of the Competitions on a nationwide, regional and local level, including the Host City, is a key component of the successful hosting and staging of the Competitions in the Host Country. By no later than three (3) years prior to the start of the FIFA World Cup™, the Host City shall submit to the LOC and FIFA, for their prior written approval, a communication plan, taking into account the specific requirements described in this Clause 4.10 below.

4.10.2 Promotion of the Competitions

(i) The Host City shall, at its own costs, actively promote the Competitions locally with the purpose of raising the awareness of the Competitions, FIFA and the LOC within the local population well in advance of the start of the Competitions. In particular, the Host City shall

a) stage and organise promotional activities in the Host City which shall form part of the Host City Events described in Clause 3.1 above; and

b) ensure that the tourism entity or institution of the Host City is properly involved in any of the promotional activities of the Host City and shall support and assist FIFA and the LOC to promote the Competitions.

(ii) The Host City shall, at its own costs, support and assist the LOC and FIFA in their activities and events organised for the promotion of the Competitions in accordance with a public relations concept for the Competitions which will be developed by FIFA at a later stage. In particular, the Host City shall support

a) all local promotional activities of FIFA and the LOC by, for example, ensuring the presence of Host City representatives at events, the provision of facilities for promotional events and activities prior and during the Competitions pursuant to Clause 4.1 above; and

b) any promotional initiates by the LOC and FIFA for the sale of tickets within the Host City.

(iii) No commercial or other third parties shall be involved in any promotional activities of the Host City, unless otherwise specifically approved in writing by FIFA, such approval to be given or withheld at its sole discretion.

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4.10.3 Public Relations

The Host City agrees and acknowledges that consistency between the Host City, FIFA and the LOC is of essence in relation to content, means and relevance of the respective communication matters. Based hereon, the Host City shall, at all times

(i) co-ordinate with FIFA and the LOC any public statements, as well as any of its public and private press briefings;

(ii) comply with any communication guidelines in relation to the Competitions, FIFA, the LOC and/or the Host City;

(iii) agree with FIFA and the LOC on the timing, form and content of any public announcement, statement and/or public and private press briefings in relation to the Competitions or the status of the Host City as a host city of the Competitions;

(iv) ensure that, in particular in connection with the selection of the host cities for the Competitions, its key personnel and representatives refrain from any public announcement, statement and/or public and private press briefings on the status as a host city of the Competitions and the selection of other host cities which may negatively reflect upon the other host cities, the LOC, the Commercial Affiliates and/or FIFA; and

(v) refer to the Competitions by the official title or by FIFA-approved official translations of such official titles in the official languages of the Host Country in accordance with the communication guidelines mentioned above, to ensure the official Competition title is properly promoted and used in any communications conducted by the LOC.

4.10.4 Publications

The Host City agrees and acknowledges

(i) that FIFA shall develop the overall strategy and concept for all publications and other print material (whether print or electronic) issued in relation to the Competitions (such as guides, media guides, programmes, magazines, maps, booklets, books, electronic publishing, CD-ROMs, and bulletins) and to exploit any commercial and other rights relating thereto;

(ii) not to produce or issue, or in any manner authorise or endorse, any publications or other print material (whether print or electronic) issued in relation to the Competitions without FIFA's prior written approval; and

(iii) not to use any marks or other identifications of any commercial entities in any publications or other print material (whether print or electronic) issued in relation to the Competitions and to fully comply with the Host City Publication Guidelines.

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4.11 **Integration of Commercial Affiliates**

4.11.1 Host City Events / Publications

The Host City shall integrate the Commercial Affiliates

(i) at all Host City Events in such manner as required by FIFA in accordance with Clause 3.1 above; and

(ii) on any publications and other print materials of the Host City issued in relation to the Competitions referred to in Clause 4.10 above, in particular by using the Commercial Affiliates logo strip as provided by FIFA.

4.11.2 Use of Products and Services of Commercial Affiliates

(i) General Principle

To the extent permitted under applicable laws, in particular any laws and regulations governing the procurement of any products and services by the Host City, the Host City shall either source from, or grant a right of first negotiation and last refusal to, the Commercial Affiliate appointed in the relevant product category, all products and services (including security, logistical, insurance and any other services), facilities, equipment, infrastructure and resources used by the Host City in relation to the performance of its obligations under this Host City Agreement.

No corkage fee or any other charge may be imposed upon FIFA or the Commercial Affiliates for any products and services supplied for, and used by the Host City, or any third party appointed by the Host City, in relation to the performance of its obligations under this Host City Agreement.

(ii) Communication and FIFA Support

FIFA shall establish the procedure and communication protocol for the discussions between the Commercial Affiliates and the Host City to support and promote the sourcing of products and/or services from the Commercial Affiliates by the Host City.

FIFA shall use its best efforts to facilitate any discussions and negotiation between the Host City and the respective Commercial Affiliate in relation to the terms and conditions for the provision to the Host City of products and/or services by the Commercial Affiliates.

(iii) Third Party Products and Services

In the event that the Host City has sourced products and/or services from any third party other than a Commercial Affiliate, the Host City shall ensure that:

a) any such products and services are provided to the Host City and used only in an unbranded manner (not displaying any logo or other identification of the third party unless and to the extent permitted by law) as determined by FIFA;

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b) no such third party shall provide any such products and services in a manner which, in FIFA's opinion, creates an association between such third parties and/or its products or services, and FIFA and/or the Competitions; and

c) no such third party in any manner associates with the Competitions in any manner.

4.11.3 Further Integration of Commercial Affiliates

(i) The Host City shall, to the extent permitted under the applicable laws, in particular any laws and regulation governing the procurement of any products and services by the Host City, support and assist FIFA with the integration of the Commercial Affiliates in relation to the provision of any products and services to third parties in connection with the hosting and staging of the Competitions, including the construction of the Stadium and other Sites or facilities in the Host City used for the Competitions.

(ii) Such support by the Host City shall include the provision of relevant information and correspondence in order to allow the Commercial Affiliates to make offers to, or participate in any tenders conducted by, the relevant third parties.

4.12 **Protection and Enforcement of Rights**

4.12.1 Introduction

(i) The Host City agrees and acknowledges that FIFA will develop and manage a global programme for the registration of Intellectual Property Rights, in particular trademarks, supported by services of a global network of trademark advisors.

(ii) The Host City agrees and acknowledges that FIFA will further develop and manage a global Rights Protection Programme for the protection and enforcement of all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competitions, which includes

a) the protection of all registered and unregistered Intellectual Property Rights belonging to FIFA, including the Competition Marks;

b) the prevention, surveillance and enforcement against any infringement of the Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competitions;

c) the creation and development of an on-site strategy to protect the Competitions and Competition-related Events in the Host Country and each host city, including the Host City, in coordination with the LOC and with other relevant national and local authorities; and

d) the creation and establishment of a national rights protection committee, co-chaired by FIFA and the LOC, which shall consist of senior representatives of the relevant national authorities in the Host Country,

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including competent Government ministries, trademark and patent offices, customs service authorities, law enforcement agencies and further authorities competent in the enforcement and protection of Intellectual Property Rights.

4.12.2 Host City Obligations

(i) No Ambush Marketing Activities

The Host City shall not conduct any Ambush Marketing activities itself, and shall refrain from authorising, or in any other manner permitting, or enabling any unauthorised third party to create, in FIFA's opinion, any association with FIFA, the LOC or the Competitions.

(ii) Rights Protection Programme

a) The Host City agrees and acknowledges to actively co-operate with FIFA, at its own costs, in relation to the implementation of the Rights Protection Programme to ensure, to the fullest extent possible, the effectiveness of the Rights Protection Programme in the Host City and the adequate protection of the Competitions, including the Competition-related Events located within the Host City, against Ambush Marketing activities. In particular, the Host City shall provide FIFA with all assistance and support set out below or specifically requested by FIFA in respect to the active protection and enforcement of the Competition Marks, prior and during the Competition Periods in the Host City.

b) In the event the Host City becomes aware of any infringement, such as an unauthorised use of the Competition Marks, FIFA Marks or any Ambush Marketing activities, the Host City shall notify FIFA, without unreasonable delay and by way of the standard infringement notification form to be provided by FIFA of such infringement, in particular of the following details:

- the identity of the infringing party;
- the nature of the activities;
- where the activities have taken place;
- the date on which the activities were discovered; and
- any other information requested by FIFA.

(iii) Host City Staffing and Support

a) By no later than three (3) years prior to the first Match of the FIFA World Cup™ the Host City shall appoint one (1) competent staff member, preferably a member of the Host City's legal or licensing department, to assist FIFA and the LOC in the implementation of the Rights Protection Programme in the Host City, and to serve as primary local contact for all

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communications between the Host City, FIFA and the LOC in respect of the Rights Protection Programme.

b) The Host City shall notify FIFA and the LOC in writing immediately following such appointment of the internal reporting lines.

c) The staff appointed by the Host City shall, in particular, regularly inspect key routes to the Stadium and other Sites within the Host City and existing signage, branding and advertising in the Host City, in particular alongside the Protocol Routes and shall report their findings to FIFA and the LOC on a quarterly basis, and as of six (6) months prior to the respective Competition until the final Match of the respective Competition, on a monthly basis, or at any time upon request by FIFA.

d) The staff appointed by the Host City shall carry out enforcement actions against unlawful activities by third parties in a reasonable and appropriate manner and within the scope of the applicable laws and regulations, in close cooperation and consultation with FIFA.

e) The Host City shall organise and conduct, in conjunction with FIFA and the LOC, public information initiatives (such as workshops, seminars and public information sessions) regarding the special rules connected to the Rights Protection Programme, especially aimed at local entities and businesses affected by any restrictions and special rules in the Controlled Areas and at industry bodies and associations in relevant industry sectors (e.g. advertising and marketing associations). The Host City shall also cooperate with FIFA in the dissemination of public guidelines and any other information which can help inform the public on the special rules related to the Competitions.

f) By no later than three (3) years prior to the first Match of the FIFA World Cup™ the Host City shall enact, in close consultation with FIFA and the LOC, appropriate municipal by-laws, ordinances and/or regulations which may be required, in particular, to support national governmental legislation prohibiting any act of Ambush Marketing, including by-laws, ordinances and/or regulations which permit FIFA's authorised representatives, or any representatives or officials of the Host City acting in close coordination with FIFA, to immediately confiscate any materials and/or halt any activities which constitute an act of Ambush Marketing.

(iv) <u>No Association of Service Providers</u>

The Host City shall, through its relevant contractual arrangements, expressly prohibit any service provider appointed by, and other contractual partner of, the Host City from publicising, or making any public or other statements, or conduct any activities, in relation to, the nature of their relationship with the Host City, and from conducting any other activities which may, in FIFA's opinion, create an association between such entities and/or its products or services, and FIFA, the LOC and/or the Competitions.

In the event that any service provider appointed by, and other contractual partner of, the Host City publishes or makes any public or other statements, or conduct any activities, in relation to, the nature of their relationship with the Host City, and

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conducts any other activities which, in FIFA's opinion, create an association between such entity and/or its products or services, and FIFA, the LOC and/or the Competitions, the Host City shall, without any unreasonable delay, adopt all measures required by FIFA to ensure that such statements or activities are withdrawn and no longer disseminated, and, should the entity not terminate such statements or activities, terminate the respective contract with the entity with immediate effect and adopt all other necessary actions against the entity.

(v) Airspace

The Host City shall ensure that the airspace in the Host City in the area above and around the Stadium and the FIFA Fan Fest, other than which is approved in writing by FIFA, shall, on Match Days, be free and clear of all commercial signage and/or advertising. In particular, the Host City shall co-operate with the civil aviation authority to ensure the implementation of this obligation and appropriate regulations and/or ordinances prohibiting any commercial signage and/or advertising on Match Days in such area.

4.13 General Legal and Administrative Support

4.13.1 General Infrastructure Support

The Host City shall provide reasonable support and assistance to the Government and further state, regional and municipal governmental authorities in relation to the construction, renovation and/or provision of any infrastructure, equipment, utilities and services required in connection with the hosting and staging of the Matches, in particular any such infrastructure, equipment, utilities and services to be provided by the Government and further state, regional and municipal governmental authorities as part of the implementation of the Government guarantees given to FIFA.

4.13.2 Municipal Permits and Concessions

The Host City shall, to the extent permitted by applicable laws and regulations, issue to FIFA, the LOC and any third party appointed by FIFA or the LOC, in relation to their activities within the Host City in connection with the Competitions, all applicable and relevant decrees, licences, permits, grants, orders, decisions and other acts on a municipal level in the Host City as may be required to ensure that FIFA, the LOC or any third party appointed by FIFA or the LOC, may comply with its obligations, and exercise its rights, in connection with the hosting and staging of the Competitions, including by handling the permit and concession processes for the erection of temporary facilities in an timely appropriate and accelerated manner.

4.13.3 Retail Opening Hours

The Host City shall ensure that all bars, restaurants and shops situated within the Host City are granted licences

(i) for late night opening, at a minimum, on each Match Day; and

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(ii) to trade or operate without any opening time restrictions applicable, at a minimum, on such Match Days in the event that a Match is played on a restricted trading day.

4.13.4 Ticket Sales

The Host City shall locally support FIFA in connection with the sales and promotion of tickets, in particular by providing rooms and facilities for the sale of tickets or to otherwise provide the local sale of tickets, free of charge and subject to FIFA's and the LOC's requirements.

4.13.5 LOC Office Facilities

In order to host and stage the Competitions in the Host City, it is intended that the LOC will, reasonably in advance of the Competitions, establish branch offices in all host cities of the Competitions, including the Host City. The Host City shall support the LOC in connection with the establishment and operation of such branch office in the Host City as set out in this Clause 4.13.5

(i) by no later than three (3) years prior to the first Match of the FIFA World Cup™ or at any earlier time requested by the LOC, the Host City shall provide the LOC, free of charge, with sufficient office space together with, upon request, office facilities equipped with a sufficient number of state-of-the-art technical devices, infrastructure and facilities of the highest quality available at such time (including telephone lines, internet connectivity and communications equipment) as well as any utilities (including cleaning, water, electricity, waste management, security) as may be necessary for the performance of its obligations and the exercise of its rights in relation to the Competitions within the Host City and in compliance with the space, location and timing requirements notified to the Host City by the LOC;

(ii) upon request by FIFA, any such devices, facilities, infrastructure and equipment as well as any food and beverage products, including dispensing equipment, of the LOC office facilities shall be sourced from the relevant Commercial Affiliate pursuant to Clause 4.11.2 above; and

(iii) any costs and expenditure relating to the provision of such devices, facilities, infrastructure, and equipment, including rental, leasing and similar costs, shall be solely borne by the Host City. The LOC shall bear all daily operational costs and expenditure relating to the use and consumption of any such devices, facilities, infrastructure and equipment, such as any kind of utilities and telephone/internet connections.

4.13.6 Commercial Display

FIFA and the LOC will provide the Commercial Affiliates with the opportunity to set up Commercial Displays, which is intended to be located within the Outer Stadium Perimeter. However, in case the premises of the Stadium may not provide sufficient space for such Commercial Display, the Host City shall, in such manner and as required by FIFA, make available to FIFA and the LOC during the Competition Period an adequate area of a size of at least two-thousand five hundred square metres (2.500 m^2) as close as possible to the Outer Stadium Perimeter for the purposes of

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setting up such Commercial Display, including the provision of any utilities to operate and use such area (such as water, power, cleaning, waste management, telephone/internet access).

4.13.7 Other Major Events

The Host City shall ensure that:

(i) no other major sporting event, other than the Competitions, is staged in the Host City for a period starting seven (7) days prior to the commencement of the relevant Competition and ending seven (7) days after the end of the relevant Competition;

(ii) it shall not devote greater resources to the promotion of another major sporting event staged in the Host City in the year prior to the Competition Period than it does to the promotion of the Competitions; and

(iii) no other substantial cultural events (such as music concerts) which draw together large numbers of people, other than concerts or Host City Event approved by FIFA pursuant to this Host City Agreement, shall be organised or staged in the Host City within a period commencing one (1) day prior to a Match Day and ending one (1) day after a Match Day.

4.13.8 Power and Cleaning

The Host City shall ensure that:

(i) it has sufficient redundant back-up power grids to deal with any power failure at the Stadium and elsewhere in the Host City which may arise on a Match Day and appropriate power management systems are in place and maintained during the Competition Period; and

(ii) cleaning services (including staff) are fully operational around the Stadium and elsewhere in the Host City, and are provided by the Host City to the LOC and FIFA, at all times during a period starting one (1) day before each Match Day and ending one (1) day after such Match Day.

The Host City shall provide any such systems and services in such manner and as requested by FIFA, free of charge.

4.13.9 Host City Beautification

The Host City shall use best efforts to render the public facilities and public spaces within the Host City as attractive as possible during the Competition Period and shall, at its own expense, carry out the respective beautification measures, in particular temporarily covering and decorating construction sites as much as possible at important locations, including in the direct vicinity of the Stadium, any Training Sites, the Venue-Specific Team Hotels, the FIFA Fan Fest and other official hotels and at all other Sites, Host City airports, main train stations as well as further public transportation sites, such as bus and metro stations.

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4.14 **Environmental Protection**

(i) The Host City shall ensure that any adverse impact on the environment as a result of the hosting and staging of the Competitions in the Host City is minimised, and adopt the principles of environmental sustainability and protection when considering issues such as water usage, energy consumption, air and ground transportation, procurement, construction and upgrading of infrastructure, waste management, tourism and the protection of environmentally sensitive areas affected by the Competitions.

(ii) By no later than two (2) years prior to the start of the FIFA World Cup™, the Host City shall submit to the LOC and FIFA, for their prior written approval, a communication plan how to inform the general public on any concrete measures taken by the Host City in relation to the implementation of the Environmental Protection in connection with the Host City Events and this Host City Agreement.

5. COMPETITION MARKS

5.1 Host City Composite Logo

5.1.1 Creation of Host City Composite Logo

(i) The Host City shall be entitled to be involved in the creation of the Host City-specific element of the Host City Composite Logo in such manner as determined by FIFA and the LOC. The final decision on the content and the visual-artistic creation as well as the other conditions for the development and the use of the Host City Composite Logo solely rests with FIFA.

(ii) In the event that any rights accrue for the Host City or any third party directly or indirectly commissioned by the Host City as part of the creation of the Host City Composite Logo, the Host City will ensure that any and all such rights in relation to the Host City-specific element of the Host City Composite Logo, in particular any and all present or future Intellectual Property Rights are immediately and in perpetuity assigned, with full title guarantee, to FIFA throughout the world and without any restriction in relation to time, scope and territory for the full term, including any renewals or extensions of such rights. This assignment of rights must be concluded prior to the public launch or the use of the Host City Composite Logo.

(iii) The Host City agrees and acknowledges that FIFA has the right to assign to any entity to which FIFA grants any Marketing Rights or Media Rights its rights to use the Host City Composite Logo, including the Host City specific element, in any manner, including for the purpose of producing official licensed products, which are unrestricted in time and territories. FIFA shall be entitled to exercise this right for an unlimited period of time and free of charge.

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5.1.2 Use of Host City Composite Logo

The Host City shall be entitled to use the Host City Composite Logo to promote and communicate its status as a host city of the Competitions, subject to and in accordance with this Host City Agreement and the Host City Marks Guidelines. In this regard, the Host City shall be entitled to use the Composite Logo on Premiums and on advertising, promotional or other display material to be used by the Host City to promote its role in relation to the Competitions.

5.2 **Use of Competition Design (Look)**

The Host City shall be entitled to use the official Competition design as developed by FIFA to promote and communicate its status as a host city of the Competitions in accordance with this Host City Agreement and the Host City Marks Guidelines as well as determined by FIFA.

5.3 **Use of Official Designation / Official Slogan**

The Host City shall be entitled to use the official Competition designation, the Host City Designation and the Official Slogan, in such form as determined by FIFA, to promote and communicate its status as a host city of the Competitions in accordance with this Host City Agreement and the Host City Marks Guidelines as well as determined by FIFA.

5.4 **Use of other Competition Marks**

The Host City shall not be entitled to use any of the Competition Marks except as specifically permitted in this Host City Agreement in Clauses 5.1 to 5.3 above or as part of the Host City Dressing material referred to in Clause 4.5 above. Any other use of the Competition Marks during the term of this Host City Agreement shall be subject to FIFA's prior written approval on a case-by-case basis upon request by the Host City.

5.5 **Approvals**

(i) The Host City agrees and acknowledges that each and every use of the Host City Composite Logo, the Competition Design, the Official Designation or the Official Slogan as well as, if applicable, any other Competition Marks requires FIFA's prior written approval in accordance with this Host City Agreement and the approval procedure established by FIFA as part of the Host City Marks Guidelines.

(ii) Unless otherwise explicitly determined by FIFA, the Host City shall submit to FIFA for such approval representative samples of each proposed use of the Host City Composite Logo, the Competition Design, the Official Designation or the Official Slogan as well as, if applicable, any other Competition Marks, at least forty (40) days prior to production.

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(iii) In the event that the Host City uses any of the Competition Marks without FIFA's prior written approval, the Host City shall, upon receipt of written notice from FIFA that such use of the Competition Marks is not approved and without unreasonable delay, immediately cease to use of the Competition Marks.

5.6 **Ownership of Competition Marks**

(i) The Host City agrees and acknowledges that FIFA is the sole owner of all Competition Marks as well as FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, the Competitions or Competition-related Events, and that all rights and goodwill in, and in relation to, the Competition Marks, FIFA Marks and such other marks shall remain vested in FIFA both during and after the term of this Host City Agreement.

(ii) Any and all goodwill arising from the use by the Host City of the Competition Marks will inure to the benefit of FIFA.

5.6.1 No Interest

The Host City agrees and acknowledges that it does not, by virtue of this Host City Agreement, obtain, or become entitled to claim, any right, title or interest in or to the Competition Marks, except for the rights of use specifically granted under this Host City Agreement. The Host City will not grant, or purport to grant, any right or licence to use the Competition Marks to any third party, unless expressly authorised by FIFA in writing or unless otherwise permitted under this Host City Agreement.

5.6.2 Notices

Any use of the Competition Marks by the Host City shall include the appropriate copyright notices and/or trade mark legends in accordance with the Host City Marks Guidelines, and with any specific instructions given by FIFA in this respect, save to the extent that such instructions would result in the infringement or contravention of the laws or regulations of any jurisdiction in which the rights are to be exercised.

5.6.3 Appropriate Use

The Host City shall not use the Competition Marks, or exercise any of the rights granted under this Host City Agreement in any manner which

(i) is contrary to public morals;

(ii) is deceptive or misleading;

(iii) compromises or reflects unfavourably upon the good name, goodwill, reputation, political or religious impartiality and image of FIFA, the LOC or the Competitions; or

(iv) might jeopardise or limit FIFA's proprietary interests in the Competition Marks.

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5.6.4 No Oppositions or Challenges of Competition Marks

The Host City agrees and acknowledges not to oppose or in any other way challenge by any means

(i) any of the trade mark or copyright applications filed by FIFA or its affiliates, nominees or licensees in respect of the Competition Marks and the FIFA Marks; and

(ii) FIFA's ownership of the Competition Marks and FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the LOC or the Competitions, including the Competition-related Events.

5.6.5 No Registrations of Competitions Marks

The Host City shall refrain, at any time, from applying for any copyright, trade mark, patent protection or domain name registration in relation to the Competition Marks and FIFA Marks as well as any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the LOC or the Competitions, including the Competition-related Events, or assist any third party to do so.

5.6.6 No Creation or Use of other Marks

The Host City shall not adopt, create and/or use

(i) any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the LOC or the Competitions, including any Competition-related Events during the term of this Host City Agreement;

(ii) any registered or unregistered trademarks owned by FIFA, including any Competition Marks or FIFA Marks; or

(iii) any term or symbol which is confusingly similar to, is a colourable imitation of, or is a derivation of, stylisation, which unfairly competes with, any Competition Marks or FIFA Marks.

In particular, the Host City undertakes to refrain from the development, use or registration of, any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, the LOC or the Competitions, including the words "FIFA", "World Cup", "Coupe du Monde", "Mundial", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" "Confederations Cup", "ConfedCup", "Coupe des Confédérations", "Copa Confederaciones", "Copa das Confederações", "Konföderationen-Pokal", "Football for Hope", "Green Goal" (or any other term used in any language to identify either of the Competitions), or the development, use or registration of any dates in connection with the name of the

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Host Country, any venue or the Host City or any similar indicia or derivation of such terms or dates in any language.

5.6.7 No Third Party Association

The Host City shall not have any trade name, logo or any other mark denoting or identifying any third party or any third party's product or service affixed to any material or Premiums bearing any of the Competition Marks.

5.6.8 Third Party Compliance

The Host City shall ensure that all members of its staff, representatives as well as any third party appointed by the Host City, who are involved in the use, or proposed use, of the Host City Composite Logo, the Competition Design, the Official Designation or the Official Slogan as well as, if applicable, any other Competition Marks on any advertising material or Premiums are made aware of, and agree to fully comply with, the restrictions set out in this Host City Agreement and the Host City Marks Guidelines, in particular the obligation to obtain FIFA's prior written approval for any use of such marks.

5.6.9 No Use of Competition Marks prior to Appointment

The Host City agrees and acknowledges shall not use any Competition Marks prior to its appointment as host city of the Competitions.

6. EXERCISE OF RIGHTS

6.1 Host City Compliance

The Host City undertakes to exercise any rights granted to it under this Host City Agreement in full compliance with:

(i) the terms and conditions of this Host City Agreement;

(ii) any FIFA guidelines referred to under this Host City Agreement, which may be issued by FIFA at a later stage and which form an integral part of this Host City Agreement; and

(iii) any directives and instructions issued by FIFA and/or the LOC at a later stage on the basis of this Host City Agreement and the respective FIFA guidelines.

For the avoidance of doubt, the provisions of Clause 7.2 below do not apply to any such guidelines as well as any directives and instructions issued by FIFA and/or the LOC on the basis of this Host City Agreement and the Host City shall bear any costs incurred in relation to the fulfilment of any obligations arising there from.

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6.2 **Host City Entities**

The Host City shall be entitled, on a case-by-case basis and in any case subject to the prior written approval by FIFA, to delegate to its majority-owned entities and institutions the exercise of rights granted to the Host City under this Host City Agreement. The Host City agrees and acknowledges

(i) not to have any right to claim such approval from FIFA or the LOC;

(ii) that such approval by FIFA shall be given or withheld in FIFA's sole discretion; and

(iii) that any approval given by FIFA shall not produce any prejudging effect in relation to further approvals requested by the Host City.

The Host City agrees and acknowledges that no such majority-owned entity and institution shall be entitled to enforce any rights and/or opportunities granted to the Host City under this Host City Agreement directly against FIFA and/or the LOC and/or to exercise any such rights or opportunities beyond expiration of this Host City Agreement.

6.3 **Reservation of Rights by FIFA and LOC**

All rights and opportunities in relation to the Competitions, including the Competition-related Events, which are not expressively granted by FIFA to the Host City under this Host City Agreement are exclusively reserved by FIFA and/or the LOC.

6.4 **Scope of Legal Protection of Host City Rights**

The Host City agrees acknowledges that the scope of the legal protection of the rights and opportunities in relation to the Competitions which are granted to the Host City under this Host City Agreement remains entirely at the discretion, and within the sole responsibility of, FIFA. The Host City shall not be entitled to claim from FIFA and/or the LOC any measures in respect of the protection of such rights.

7. DEVELOPMENT OF HOST CITY OBLIGATIONS

7.1 **Minimum Requirements**

(i) The FIFA World Cup™ is the most popular and prestigious sports event in the world. To maintain and develop this unique status of the FIFA World Cup™, it is the policy of FIFA that every edition of the FIFA World Cup™ is, at all times and by all means, of the highest possible international standard. Additionally, FIFA in connection with every edition of the FIFA World Cup™, intends to always and at any time meet highest international quality standards.

(ii) The Host City acknowledges and agrees that the obligations of the Host City as set out in this Host City Agreement are based on the international

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technological, commercial or infrastructural standards existing at the time of the Bidding Process, representing the minimum level of obligations for the hosting and staging of the Competitions in the Host City and that modifications and enhancements of such minimum level of obligations as well as additional requirements may be considered necessary by FIFA.

7.2 **Modifications, Enhancements and Additional Requirements**

The Host City agrees and acknowledges that:

(i) the obligations of the Host City as set out in this Host City Agreement may be subject to multiple modifications and/or enhancements by FIFA from time to time so as to accurately reflect any technological, commercial or infrastructural development necessary to host and stage the Competitions in the Host City at the highest international standard;

(ii) FIFA may, during the term of this Host City Agreement, define and issue to the Host City further requirements in addition to those specified in this Host City Agreement which shall be jointly and in good faith discussed and between the Host City and FIFA;

(iii) all such future modifications, enhancements and/or additional requirements as well as future regulations and policies (if any) will be deemed to be incorporated in this Host City Agreement and shall be fully binding upon the Host City; and

(iv) in the event any future modifications, enhancements and/or additional requirements potentially result in an adverse financial impact on the Host City, FIFA and the Host City shall then jointly and in good faith discuss and agree potential solutions to reasonably minimise the substantial adverse effect.

For the avoidance of doubt, the provisions of this Clause 7.2 do not apply to any guidelines issued by FIFA at a later stage as described in Clause 6.1 above, which form an integral part of this Host City Agreement, as well as any directives and instructions issued by FIFA and/or the LOC on the basis of this Host City Agreement and the respective FIFA guidelines and the Host City shall bear any costs incurred in relation to the fulfilment of any obligations arising there from.

8. GENERAL MATTERS

8.1 Costs

Unless otherwise explicitly stated in this Host City Agreement, the Host City shall be responsible to bear all costs for the fulfilment of its obligations, and the exercise of the rights granted to the Host City, as set out in this Host City Agreement.

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8.2 **Municipal Taxes**

(i) The Host City agrees and acknowledges that all taxes, duties and levies which are imposed directly or indirectly by statute, directives or in any other binding legal form on FIFA and/or FIFA's subsidiaries and/or the LOC as a direct or indirect consequence of the Competitions and/or the entering and/or implementation and/or cancellation of this Host City Agreement under municipal laws and regulations in the Host City shall be borne by the Host City.

To the extent that FIFA and/or FIFA's subsidiaries and/or the LOC incurs any costs for taxes imposed under municipal laws and regulations in the Host City, the Host City shall indemnify and hold free and harmless FIFA and/or FIFA's subsidiaries and/or the LOC from and against any such tax payment.

(ii) The Host City agrees and acknowledges that the terms and conditions of this Clause 8.2 shall not affect any exemption from any taxes, duties and levies granted to FIFA in the Host Country on any level, including any exemption from taxes, duties and levies payable under municipal laws and regulations in the Host City.

8.3 **Match Schedule and Teams**

The Host City agrees and acknowledges that FIFA may decide at its sole discretion on the Match schedule, including the number of Matches, the Teams participating in the Matches and the selection of the host cities of the Matches.

8.4 **Reporting**

Commencing on the day of the appointment of the Host City as host city of the Competitions, the Host City shall quarterly, or at any time requested by FIFA or the LOC, submit to FIFA and the LOC written progress reports describing the complete status of its plans and activities relating to this Host City Agreement. In addition, the Host City shall immediately inform the LOC and FIFA of any difficulties in connection with complying with its obligations under this Host City Agreement.

8.5 **Communication / Project Management Structure**

(i) The Host City agrees and acknowledges that FIFA retains the right to decide the manner in which FIFA and the LOC communicate with the Host City and manage the Host City relationship, in particular with respect to the exercise of any rights, and the fulfilment of any obligations, by the Host City pursuant to this Host City Agreement.

(ii) FIFA and the LOC will establish a communication protocol for the Host City as well as a project management structure to closely cooperate with each other in relation to the implementation of this Host City Agreement, which may, for example, include regular workshops and status meetings. The Host City shall comply with the communication protocol and the project management structure as established by FIFA and the LOC, in particular attend any such

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meetings and workshops and to provide such information and status reports as required by FIFA and the LOC.

(iii) By no later than four (4) years prior to the first Match of the FIFA World Cup™, the Host City shall

a) submit to FIFA an overall project plan indicating the manner in which the Host City intends to fulfil its obligations under this Host City Agreement, including any key milestones and budget information;

b) submit to FIFA their organisational charts in relation to the Competitions, including potential staffing plans;

c) appoint a Host City manager who shall be the head of the Competitions office within the Host City administration and shall be responsible to coordinate all matters within the Host City in relation to the Competitions.

8.6 **Inspections**

The Host City shall support the LOC and FIFA in respect of any Host City inspections, which will focus on the procurement of any obligations of the Host City as set out in this Host City Agreement as well as any other operational matters in relation to the Competitions. In particular, the Host City shall make available to any such FIFA and/or LOC inspection visit the necessary personnel of any authorities involved in the preparation for the Competitions, including the Host City manager. The LOC and FIFA will inform the Host City reasonably in advance of any such inspection visits, outlining in detail the programme and content as well as information required to be prepared by the Host City.

9. MISCELLANEOUS

9.1 **Representations and Warranties**

9.1.1 Host City Agreement

The Host City represents and warrants that it has not concluded, and will not conclude, any agreement with any entity which would restrict or prohibit the LOC, FIFA and/or the Commercial Affiliates, FIFA's service providers and/or other commercial rights holders from exercising their rights in relation to the Competitions.

9.1.2 Authority

The Host City hereby represents and warrants that it has taken all corporate and/or other steps necessary and has the full right, power and authority to enter into, execute and deliver this Host City Agreement and to perform its obligations hereunder.

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9.1.3 No Conflict

The Host City hereby represents and warrants that the execution, delivery and performance of this Host City Agreement shall not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Host City is a party or by which it is bound.

9.1.4 General Representations and Warranties

The Host City represents, warrants and undertakes as follows:

(i) that it is not aware of any impediment or restriction which does or might impair or restrict the performance of its obligations under this Host City Agreement;

(ii) that it will perform all its obligations hereunder in full compliance with the terms of this Host City Agreement and by applying the highest standard of care;

(iii) the conclusion and performance of this Host City Agreement have been duly authorised by all necessary corporate actions of the Host City, and do not contravene the certificate of incorporation, or the by-laws of the Host City;

(iv) there are no actions, suits or proceedings pending or, to the best knowledge of the Host City, threatened against the Host City before any court, tribunal or governmental body, agency, authority or other instrumentality which might substantially and adversely affect the financial condition of the Host City or its ability to perform its obligations under this Host City Agreement; and

(v) this Host City Agreement is valid and legally enforceable against the Host City in accordance with its terms.

9.1.5 **No Immunity**

The Host City will not claim any immunity from proceedings brought by FIFA and/or the LOC against the Host City in relation this Host City Agreement and the Host City ensures that no such claim is made and waives all rights of immunity in respect of itself and its assets.

9.2 **Confidentiality**

The parties acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this Host City Agreement are confidential and agree to do all things necessary to preserve their confidentiality, except to the extent that:

(i) disclosure is required by relevant laws or court orders;

(ii) the contents are, or the information is, in the public domain (other than by reason of a breach of this Clause 9.2);

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(iii) disclosure is necessary within the Host City, LOC or FIFA group as part of such group's ordinary reporting or review procedure; or

(iv) disclosure is made to the Host City's, the LOC's or FIFA's professional advisers or auditors who have a legitimate need to know such contents or information and who agree to be bound by the provisions of this Clause 9.2.

9.3 **Public Statements**

(i) The Host City shall at all times co-ordinate any public statements, as well as any of its public and private press briefings, with the LOC and FIFA. The Host City agrees and acknowledges that consistency between the Host City, the LOC and FIFA is of essence, in relation to content, means and relevance of the respective communication matters. The Host City therefore shall comply with any communication guidelines in relation to the Competitions and/or the Host City which may be established by the LOC and FIFA from time to time.

(ii) FIFA and the LOC shall agree on the timing, form and content of any public announcement in relation to the delivery of the Host City obligations under this Host City Agreement.

9.4 **Compliance with Laws**

In performing its rights and obligation under this Host City Agreement, the Host City shall at any time observe all applicable international, supra-national, national, state and municipal laws, regulations and decrees and shall bear all costs that might occur resulting from non-complying with such laws, regulations or decrees.

9.5 **Indemnification / Limitation of Liability**

(i) The Host City hereby waives any and all claims of liability against the LOC, FIFA, any FIFA subsidiaries and their officers, directors, members, agents, representatives or employees, for any loss or damage to the city whether or not such loss or damage may have been caused by or resulted from the negligence of the LOC, FIFA, any FIFA subsidiaries their officers, directors, members, agents, representatives or employees The Host City further indemnifies and holds harmless FIFA, any FIFA subsidiaries, the LOC and the Commercial Affiliates, the Media Rights Licensees, the Host Broadcaster and their respective officers, directors, members, employees, external advisors and agents from any and all obligations or liabilities, including any and all claims, losses, damage, injuries, liabilities, objections, demands, recoveries, deficiencies, costs and expenses which they may suffer or incur arising out of or in any way connected with this Host City Agreement, or any acts or omissions of the Host City hereunder.

(ii) The LOC, FIFA, any FIFA subsidiaries, their officers, directors, members, agents, representatives or employees as well as their licensees or sub-contractors shall not be liable to the Host City for the death, personal or property losses, damages or injuries related to the Competitions to the extent permitted by law.

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Neither of such entities or persons shall be liable to the Host City for any damages should a Match scheduled to take place at the Stadium not take place at the Stadium or otherwise not take place as scheduled.

(iii) In addition and without limiting the above, the Host City also agrees and acknowledges that FIFA, the LOC, their subsidiaries, as well as their officers, agents, employees, licensees, representatives, or subcontractors shall not be liable for any damages, losses, costs and expenses resulting from or arising out of any safety and/or security incidents, or accidents in the Host Cities in connection with the Competitions.

9.6 **No Joint Liability**

FIFA and the LOC are not jointly and severally liable to the Host Cities for their respective obligations under, or in relation to, this Host City Agreement, but only for their respective obligations pursuant to this Host City Agreement. For the avoidance of doubt, FIFA and the LOC are not considered to be partners in relation to the Competitions or otherwise, and the Host City acknowledges that it shall have no claims or rights against FIFA in case of a violation of any obligations of the LOC, and that it shall have no claims or rights against the LOC in case of a violation of any obligations of FIFA.

9.7 **Term**

(i) This Host City Agreement shall become valid on the date of its execution by all parties and will expire on 30 September of the year of the FIFA World Cup™, unless previously terminated by one of the parties in accordance with the provisions of Clause 9.8 below.

(ii) For the avoidance of doubt, the provisions of Clause 5 above and this Clause 9 shall survive expiry or early termination of this Host City Agreement.

9.8 **Termination**

(i) The ordinary termination of this Host City Agreement shall not be possible for either party. The parties shall have the right to terminate this Host City Agreement for extraordinary reasons. An extraordinary reason exists for the respectively other party if a party is in default of more than two (2) weeks with the performance of any of its obligations under this Host City Agreement and such breach of obligations is not remedied by the defaulting party within such reasonable remedy period as determined by the other party.

(ii) Notwithstanding Clause 9.8 (i) above, FIFA and the LOC shall have the right to immediately terminate this Host City Agreement partially or as a whole if

a) the Stadium Agreement or the Hosting Agreement is terminated for whatever reason; or

b) a Match, or some Matches or the entire Competition, has been entirely cancelled, relocated or interrupted for whatsoever reason.

(iii) The termination of this Host City Agreement shall be in written form. The LOC shall not be entitled to terminate this Host City Agreement without the prior written consent from FIFA.

(iv) In case of early termination or expiration of this Host City Agreement any and all rights granted to the Host City shall cease with immediate effect and shall fully, at no costs and without any restriction, revert back to FIFA.

(v) In the event of an expiry or termination of this Host City Agreement for whatever reasons, the Host City shall have no further claims, in particular no claims for compensation, against FIFA or the LOC.

9.9 **Force Majeure / Cancellation / Relocation / Postponement**

In case of force majeure, cancellation, relocation, postponement or boycott, the following shall apply:

(i) The failure or inability of either party to comply with the terms and conditions hereof because of an event of force majeure (including any act of god, strike, labour dispute, war or acts of war, fire, riot, earthquake, act of terrorists or other public enemies, action by governmental authorities, or for any similar reason not reasonably within the control of such party) other than the provision of emergency services to be provided by the Host City in case of such force majeure events, shall not be deemed a breach of this Host City Agreement.

(ii) In the event that a Match or some Matches or the entire Competition or any Competition-related Event are cancelled, relocated, advanced, postponed or interrupted by FIFA for justified reasons, such as force majeure or other reasons that may in FIFA's opinion impact on the organisation of the Competitions, the obligations of the parties shall not terminate, provided that FIFA does not exercise its termination right outlined above and FIFA and/or the LOC shall be under no obligation to compensate the Host City in any manner. In such case, the Host City shall bear any and all additional incurred costs.

9.10 **Transfer and Assignment**

Unless otherwise expressly outlined in this Host City Agreement, the Host City may not transfer and/or assign any of its rights or obligations under this Host City Agreement without the prior written consent of FIFA and the LOC. FIFA and the LOC shall each be entitled to transfer and/or assign any of its rights or obligations under this Host City Agreement, and to delegate the performance of its obligations hereunder, to any third party.

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9.11 **Notices**

All notices to be given under this Host City Agreement shall be given in writing at the following addresses, unless notification of a change of address is given in writing. Any notice will be sent by facsimile and confirmed by registered or certified mail and will be effective upon receipt.

FIFA:
FIFA-Strasse 20
Switzerland
Facsimile: +41 43 222 7878
Attention: Director of Competitions
Copy: Legal Director

LOC:
[ ]
Facsimile:
Attention :
Copy:

HOST CITY:
[ ]
Facsimile:
Attention :
Copy:

9.12 **No Partnership**

Neither this Host City Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between FIFA, the LOC and the Host City. The Host City shall not act or purport to act as a partner or agency of FIFA or the LOC. This Host City Agreement shall not be deemed to give either party general authority or power to act on behalf of FIFA or the LOC except to the extent expressly provided in this Host City Agreement. The parties are in all respects independent contractors, and have separate financial interests under this Host City Agreement.

9.13 **Entire Agreement**

This Host City Agreement is intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter. Any amendment to this Host City Agreement must be in writing and signed by both parties. For the avoidance of doubt, the parties agree that this Host City Agreement does not constitute an amendment to any existing agreements related to the Competitions (in particular not an amendment to the Hosting Agreement), and the parties agree that such existing agreements shall remain unchanged by this Host City Agreement.

9.14 **Amendments**

Any amendments to or changes of this Host City Agreement, save for the regulations, directives and any other document issued by FIFA in accordance with the terms of this Host City Agreement, shall be valid only if made in writing and signed by the Host City, FIFA and the LOC.

9.15 **Severability**

Should a provision of this Host City Agreement be void, invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Host City Agreement. In such case, the void, invalid or unenforceable provisions shall be replaced by a provision which is appropriate in terms of location, time, scope and legislation which, to the extent possible, resembles the void, invalid or unenforceable provision as much as possible. This shall apply equally to any gap in the provisions of the Agreement.

9.16 **No Waiver**

Any waiver by either party of a right arising out of this Host City Agreement or any breach of this Host City Agreement will not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Host City Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Host City Agreement on one or more occasions will not be considered to be a waiver of, or deprive such party of the right to subsequently insist upon strict adherence to, that provision or any other provision of this Host City Agreement.

9.17 **Interpretation**

(i) All terms with an initial capital letter used herein shall have the meaning ascribed to them in the Glossary of Terms in Annexe 1.

(ii) Words importing the singular include the plural and vice versa.

(iii) References to "include" or "in particular", "e.g." or similar are to be construed as being inclusive without limitation to the listed examples.

(iv) References to "days" mean actual days, not business days.

(v) References to "Clauses" are, unless expressly stated otherwise, references to clauses of this Host City Agreement.

(vi) The headings of the Clauses and articles in this Host City Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision to which they refer.

(vii) All annexes attached to this Host City Agreement form an integral part thereof.

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9.18 **Counterparts**

This Host City Agreement will be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute a single agreement.

9.19 **Arbitration**

All disputes in connection with this Host City Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, any such dispute shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English.

9.20 **Anti-Corruption**

The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with Art. 4a of the Swiss Federal Law on Unfair Competition and Art. 102 of the Swiss Criminal Code.

9.21 **Governing Law**

This Host City Agreement is to be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law principles and to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

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IN WITNESS WHEREOF, the undersigned have caused this Host City Agreement to be executed by their duly authorised representatives.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

By:	.....	By:	.....
Name:	.....	Name:	.....
Title:	.....	Title:	.....

[LOC]

By:	.....	By:	.....
Name:	.....	Name:	.....
Title:	.....	Title:	.....

[HOST CITY]

By:	.....	By:	.....
Name:	.....	Name:	.....
Title:	.....	Title:	.....

ANNEXE 1

Glossary of Terms

"**Ambush Marketing**" means any attempt by any unauthorised entity to exploit the goodwill in the Competitions or to gain an association with FIFA and/or either or both of the Competitions, whether or not to the detriment of the Commercial Affiliates or Media Rights Licensees, and whether by way of an unauthorised use of the Competition Marks, tickets or otherwise.

"**Bid Committee**" means the entity established by the Member Association during the Bidding Process with the purpose of participating in the Bidding Process and submitting a bid to FIFA.

"**Bidding Process**" means the bidding and selection procedure conducted by FIFA to determine the LOC appointed for the hosting and staging of the Competitions.

"**Commercial Display**" means such area made available to the Commercial Affiliates by FIFA to enable them to demonstrate and display their products and services at the Stadiums.

"**Competition Period**" means the period commencing ten (10) days prior to the first Match of the respective Competition and concluding five (5) days after the last Match of the respective Competition.

"**Competition-related Events**" means any events or activities officially organised, supported, sanctioned by, or staged under the auspices, of FIFA or, at FIFA's discretion, the LOC, and which are designed to promote, celebrate, enhance or facilitate the hosting and staging of the Competitions, such as the Final Draw, the Preliminary Draw or any other events, activities and/or programmes organised by FIFA and/or the LOC in relation to the Competition, including any corporate social responsibility events, activities and/or programmes.

"**Competitions**" means, collectively, the editions of the FIFA World Cup™ and the FIFA Confederations Cup as indicated on the front page of this Host City Agreement, including all Matches and Competition-related Events, such as draws, any opening and closing ceremonies and any other official events, such as workshops, receptions and galas.

"**Competition Marks**" means the (i) Official Emblem; (ii) Official Mascot; (iii) Official Slogan; (iv) Host City Composite Logo; (v) the Host City Poster; (vi) the Official Trophy (expressly excluding three dimensional copies thereof); (vii) any official Competition title (in any language); (viii) the Host City Designation; (ix) the official Competition design as developed by FIFA; and (x) any other mark, design, slogan, emblem, title or other identification or symbol developed by FIFA and selected by FIFA for the official use in connection with the Competitions.

"**Controlled Area**" means any area (such as temporary parking areas used on Match Days, open outdoor spaces, entertainment areas or arenas) determined by FIFA which is located directly adjacent to the Outer Stadium Perimeter, in which certain commercial and other activities are prohibited on Match Days and the days prior to Match Days to ensure

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the smooth implementation of the staging and organisation of the Matches and protect the rights of the Commercial Affiliates as set out in Clause 4.3.

"**FIFA Fan Fest**" means a secured and officially branded area offering fans the possibility to view Matches on one or more giant screens which may be established by FIFA, or third party appointed by FIFA, in a host city of the FIFA World Cup™ or in other cities or at other locations in the Host Country or in other countries, as described in Clause 4.9.

"**FIFA Fan Fest Event Manual**" means an operational manual containing all relevant operational details and requirements for planning, management and operation of the FIFA Fan Fest, such as the project plan, budget principles, milestones, roles and responsibilities as well as any marketing, media, concession and other requirements as further described in Clause 4.9.2.

"**FIFA Marks**" means the word "FIFA", the mark incorporating FIFA's "two globes" device and approved derivations thereof used to indicate and identify FIFA, and any additional or successor marks and devices adopted as its brand identification by FIFA, but excluding (i) any FIFA technical FIFA quality certification and (ii) medical programme indicators.

"**Final Draw**" means the draw ceremony in which Teams participating in the final competition of the FIFA World Cup™ are drawn into competition groups.

"**Government**" means the national government of the Host Country.

"**Host City Composite Logo**" means a composite logo developed by FIFA and/or the LOC in cooperation with the Host City, which may comprise the Official Emblem, the Host City Designation and a Host City-specific design element as further described in Clause 5.1.

"**Host City Designation**" means the official designation to be used by all host cities of the Competitions in connection with any of their activities and events related to the Competitions, as to be determined by FIFA at a later stage.

"**Host City Dressing**" means the official decoration programme developed by FIFA and the LOC for the host cities of the Competitions based on the official Competition design as developed by FIFA, as further described in Clause 4.4.

"**Host City Events**" means any cultural or social events or activities organised by the Host City, or a third party acting on behalf or with the authority of the Host City, in relation to the Competitions, irrespective of the use of any Competition Marks in connection with these events and activities as further described in Clause 3.1.

"**Host City Event Guidelines**" means the guidelines issued to the Host City by FIFA governing the manner in which the Host City shall be entitled to organise any events and conduct any activities being part of the Host City Events as further described in Clause 3.1.

"**Host City Marks Guidelines**" means guidelines issued to the Host City by FIFA governing the manner in which the Host City may be involved in the creation, and use, of the Host City Composite Logo and may use any other Competition Marks to the extent permitted in this Host City Agreement, as further described in Clause 5.1.2.

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"**Host City Poster**" means an official Competition related poster created by FIFA, the LOC and each of the host cities of the Competition in accordance with the process set out in Clause 3.2, which may comprise the Official Emblem, the official Competition design as developed by FIFA and a Host City-specific design element.

"**Host City Poster Guidelines**" means the guidelines issued to the Host City by FIFA for the design, creation, production, use and marketing of the Host City Poster as further described in Clause 3.2.

"**Host City Premium Guidelines**" means the guidelines issued to the Host City by FIFA for the production and use of Premiums by the Host City as further described in Clause 3.6.

"**Host City Publication Guidelines**" means the guidelines issued to the Host City by FIFA for the production and use of any publications and print material produced and/or distributed by the Host City in connection with the Competitions as further described in Clause 3.8.

"**Host City Website Guidelines**" means the guidelines issued to the Host City by FIFA governing the manner in which the Host City shall be entitled to promote and communicate its status as a host city of the Competition as further described in Clause 3.5.

"**Host Country**" means the host country of the Competitions as selected by FIFA, in which the Stadium is located.

"**Hosting Agreement**" means the agreement between FIFA and the LOC concerning the hosting and staging of the Competitions.

"**Intellectual Property Rights**" means all intellectual property and other rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

"**Licensees**" shall mean any entity, not otherwise a Commercial Affiliate, to which FIFA (or an appointee of FIFA) grants the right to use any Competition Marks on items of merchandise (and in its marketing and advertising activities in relation to the sale of such items of merchandise) or to operate any official Competition stores, but which is not permitted to affix its own corporate or other brand or trademark to such items of merchandise, unless otherwise permitted by FIFA.

"**Marketing Rights**" means, in any and all media, throughout the universe, and in all languages, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights, philatelic rights, numismatic rights, lottery rights, auction rights and any other rights and/or associated commercial opportunities (whether now known or hereafter invented) relating to the Competitions and the Competition-related Events, to the extent that such rights are not Media Rights.

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"**Match**" means any football match in its entirety (including replays, extra-time and penalty shoot-out phases) which takes place as part of a Competition.

"**Match Day**" means the day on which a Match takes place at a Stadium located within the Host City.

"**Media Rights**" means the right, throughout the universe, and in all languages, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter invented), any aspect or element of the Competitions and Competition-related Events on a live, as-live and/or delayed basis, in full length or in part, in any media and by any means of transmission or delivery whether now known (including successor technologies) or hereafter invented, including any news access rights. For the avoidance of doubt, the right to broadcast, stream and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights and Media Rights include the right to record, create and exploit any official films or any official concerts of the Competitions and/or similar audiovisual products and programming, and shall include the fixed media rights, public exhibition rights and the in-flight rights.

"**Media Rights Licensee**" means any entity which acquires from FIFA, or any entity appointed by FIFA, any Media Rights, including the right to broadcast, stream and/or transmit, via any medium and by any means of transmission, the basic audiovisual feed, any supplemental feed, audio-feed or any other any content and/or material being subject to the Media Rights.

"**Member Association**" means the national football association, officially affiliated to FIFA, which has established the Bid Committee.

"**Official Emblem**" means the official logo, emblem or device selected by FIFA for each of the Competitions as the visual design symbol representing a Competition.

"**Official Mascot**" means the official mascot selected by FIFA for each of the Competitions, including its name.

"**Official Slogan**" means the official slogan selected by FIFA symbolising the overall message and theme in relation to the hosting and staging of the Competitions in the Host Country.

"**Official Trophy**" means the official FIFA World Cup trophy and the official FIFA Confederations Cup trophy as selected by FIFA, which is awarded to the winner of the respective Competition.

"**Outdoor Advertising Media**" means any advertising spaces and facilities suitable for promotional purposes, for example rotating boards, video walls, billboards, lampposts, bridge railings, public transportation, public building facades as further described in Clause 4.4.3.

"**Outer Stadium Perimeter**" means the perimeter further removed from the Stadium than the Inner Stadium Perimeter and to which only accreditation card holders and ticket holders are entitled to access on Match Days.

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"**Preliminary Draw**" means the draw ceremony in which Teams of all member associations participating in the qualification for the FIFA World Cup™ are drawn into competition groups for each of the Confederations.

"**Premium**" means any promotional or other item of merchandise which bears the Host City Composite Logo and are given away free of charge.

"**Protocol Routes**" means the official FIFA protocol route used for the main, official traffic within the Host City during the Competition Periods or the periods of certain Competition-related Events hosted and staged in the Host City, such as the road between the airports and main train stations of the Host City and the Stadium, the draw venues (if applicable), the FIFA headquarters (if applicable) and the FIFA venue hotels within the Host City.

"**Rights Protection Programme**" means the world-wide programme developed and implemented by FIFA for the protection and enforcement any Media Rights, Marketing Rights, Intellectual Property Rights and any other commercial or other rights and opportunities owned and/or controlled by FIFA in relation to the Competitions as further described in Clause 4.12.

"**Site**" means (i) any Stadium, (ii) any Training Site, (iii) any official parking area, accreditation centre, ticketing centre, volunteer centre, the international broadcast centre (if located within the Host City), the Stadium media centre, and/or any hospitality area (including hospitality boxes and hospitality villages), used in relation to the Competitions and (iv) any other locations, areas and/or facilities designated by FIFA as an official site located within the Host City in relation to the Competitions, including the Competition-related Events and to which access is permitted only to accreditation card holders or ticket holders or any other officially-sanctioned ticket or other access device.

"**Stadium**" means the stadium in the Host City at which a Match is played, including the entire premises (to the extent that a ticket or an accreditation card is required in order to gain access) of the stadium facility inside the Outer Stadium Perimeter fence as well as any permanent and temporary facilities, areas, buildings or sections used in any manner in connection with the Competitions as determined by FIFA.

"**Stadium Agreement**" means the stadium agreements entered between the FIFA and/or the LOC on the one side and the stadium owner/operator on the other side for the use of a Stadium for the Competitions, which may contain a stadium agreement cover and/or the stadium use agreement.

"**Team**" means any team which qualifies to participate in either of the Competition.

"**Team Delegation**" means the delegation of a Team, consisting of players, coaches, managers, officials, media officers, representatives and guests of a Team as well as other individuals appointed by FIFA or the LOC for the purposes of accompanying and liaising with the Team.

"**Team Base Camp**" means a hotel which operates as the headquarters of a Team during the Competition Period of the FIFA World Cup™, and which combines a dedicated Training Site with suitable accommodation facilities.

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"**Training Site**" means any venue within the Host City to host Competition-related training sessions for any Team, including the entire premises of the stadium facilities used for a training session inside the stadium fence and (on days on which any official Team training session takes place within the stadium in relation to the Competitions) the aerial space above such stadium premises as well as any permanent and temporary parking facilities, permanent and temporary media areas and zones, concessions areas, Commercial Display areas, the area which comprises the field of play and the adjacent area up to the demarcation of the stands, stands, the areas beneath stands and any such areas, buildings, facilities or sections used in any manner in connection with any official Team training session in relation to the Competitions as determined by FIFA. Training Sites include the Training Sites connected to Team Base Camps and the Venue-Specific Training Sites.

"**Venue-Specific Team Hotel**" means any team hotel located within the Host City in which a Team is obliged to stay the night before its next Match and (in respect of Matches with late kick-offs) the night following such Match.

"**Venue-Specific Training Sites**" means any Training Site which is connected to a Venue-Specific Team Hotel located within the Host City, in which a Team may perform training sessions in connection with its next Match.

"**Volunteers**" means individuals performing for and on behalf of the LOC, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competitions, which are primarily (but not exclusively) be nationals from the Host Country.

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ANNEXE 2

Outdoor Advertising Media

The Host City shall secure Outdoor Advertising Media at the following locations and on such terms as described below:

Outdoor Advertising Media Locations	**Outdoor Advertising Media Terms of Delivery**
All inventory within - **Two (2) kilometre radius of Stadium** - **Five Hundred (500) meter radius from draw venue** - **One hundred (100) meter radius of any FIFA Fan Fest**	- Outdoor Advertising Media owned by Host City: To be provided to FIFA for its own disposal, free of charge - Outdoor Advertising Media owned by Host City, but exploited by third parties or owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.
- **Areas most likely used for Protocol Routes (such as inventory located at the roads from the airport and the main train stations to the Stadium)**	- Outdoor advertising media owned by Host City: To be provided to FIFA for its own disposal, free of charge - Outdoor advertising media owned by Host City, but exploited by third parties or owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.

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- **All inventory specifically created for the Competitions**	- Outdoor advertising media owned by Host City: May be freely exploited by the Host City provided it is only sold to FIFA, Commercial Affiliate, a Media Rights Licensee or other FIFA-approved entities.
- **Adequate inventory at key locations at the airports in the proposed Host Cities**	- Outdoor advertising media owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.
- **Vehicle exteriors on mass transit routes to the Stadium**	- Outdoor advertising media owned by Host City: May be freely exploited by the Host City provided it is only sold to FIFA, Commercial Affiliate, a Media Rights Licensee or other FIFA-approved entities. Five Per cent (5%) of the inventory shall be provided to FIFA free of charge for branding purposes. - Outdoor advertising media owned by Host City, but exploited by third parties or owned by third party: FIFA to be provided free of charge with a first right to acquire at average market prices from two (2) years prior to the start of the Competition, such right to be exercisable no later than on 31 October of the year prior to the year of the Competition.

The Outdoor Advertising Media in the Host Cities shall be provided by the Host City two (2) weeks prior to the start of each Competition, during each Competition, and for forty eight (48) hours after the end of each Competition.

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