

CITY OF TORONTO

**ADDENDUM
TO HOSTING AGREEMENTS
FIFA WORLD CUP 2026**

This Addendum to Hosting Agreements (this “**Addendum**”) is made and entered into by and among Federation Internationale de Football Association (“**FIFA**”), City of Toronto (both the “**Host City Authority**”, and collectively with any Hosting SPV that may be formed pursuant to Section 1(b) below, the “**Host Committee**”, and the “**Stadium Authority**”). Each of FIFA, the Host Committee and the Stadium Authority are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”. The Host Committee and the Stadium Authority are referred to herein collectively as the “**Host City Parties**”. Capitalized terms used herein without definition have the meanings set forth in the applicable Hosting Agreement (as defined below).

WHEREAS, as part of the Bidding Process conducted in 2018, FIFA was provided with the following agreements unilaterally executed by the Host City Authority and the Stadium Authority (as applicable): (i) that certain Host City Agreement, by and among FIFA, The Canada Soccer Association (CSA) (the “**Member Association**”) and the Host City Authority (the “**Host City Agreement**”); and (ii) that certain Stadium Agreement by and between the Member Association and the Stadium Authority (the “**Stadium Agreement**”), in each case, a copy of which is attached as Exhibit A hereto (the Stadium Agreement and the Host City Agreement shall be referred to herein collectively as the “**Hosting Agreements**”);

WHEREAS, the Parties acknowledge that the unilateral execution of the Hosting Agreements by the Host City Parties constituted (and continues to constitute) an irrevocable offer to be appointed as a host city and stadium for the Competition on the terms and conditions as set out in the Hosting Agreements; and

WHEREAS, the Parties wish to amend and/or supplement (as applicable), and otherwise reaffirm, the Hosting Agreements previously submitted by the Member Association and the Host City Parties in accordance with the terms hereof and to, in each case, restate, re-submit and novate such Hosting Agreements (as amended hereby) as irrevocable offers solely and directly to FIFA as further described herein.

NOW, THEREFORE, for good and valuable consideration, the Parties hereby agree that the Hosting Agreements will be amended and/or supplemented as follows:

1. **Structure.**

a. **FIFA.**

i. The Parties acknowledge that, notwithstanding anything to the contrary in the Hosting Agreements and as further described in Section 12 below, FIFA alone, and not the Member Association, will be the Host City Parties’ counterparty to the Hosting Agreements and upon submission of this Addendum unilaterally signed by the Host City Parties, each of the Hosting Agreements shall continue in the same state as it was immediately prior thereto (except as modified hereby) in full force and effect as a direct irrevocable offer from the Host City Parties to FIFA upon all of the terms, covenants, provisions and conditions set forth in each such Hosting Agreement. The Parties further agree that upon

the subsequent countersignature of this Addendum by FIFA, if and as applicable, the Hosting Agreements (as modified hereby) shall be legally binding agreements by and among FIFA and the Host City Parties, and no other person or entity shall be a party thereto unless otherwise determined by FIFA in accordance with the terms of the Hosting Agreements, without the need for the execution of any further instrument. In furtherance of the foregoing, the Parties acknowledge that, on a prospective basis, all references to the Member Association in the Hosting Agreements shall be references to FIFA, *mutatis mutandis*, unless the context otherwise requires (e.g., references to actions or activities that were done by the Member Association prior to the date of this Addendum).

ii. FIFA hereby notifies the Host City Parties under Section 2.2(i) of the Hosting Agreements that FIFA has established FWC2026 US, Inc. in the United States as the 2026 FWC Entity under the Hosting Agreements, and that FIFA has established FWC26 Canada Football Ltd. in Canada as one of the 2026 FWC Subsidiaries and intends to establish a company in Mexico as another 2026 FWC Subsidiary. Unless and to the extent otherwise instructed by FIFA, FIFA, the 2026 FWC Entity and the 2026 FWC Subsidiaries (together, the “**FIFA Parties**”) will provide all instructions and communications to the Host City Parties in respect of the Competition and the Host City Parties shall act in accordance with such instructions and communications. Notwithstanding the foregoing, FIFA may assign specific roles and responsibilities amongst and between FIFA, the 2026 FWC Entity and the 2026 FWC Subsidiaries, and following notification of such roles and responsibilities to the Host City Parties, the Host City Parties should only look to the relevant entity(ies) for instructions and communications in respect of the roles and responsibilities assigned to them. In the event that the Host City Parties receive inconsistent instructions or communications from FIFA, the 2026 FWC Entity and/or any of the 2026 FWC Subsidiaries, the Host City Parties shall notify FIFA of the inconsistency and follow FIFA’s instructions on the matter. The Host City Parties acknowledge that the rights and obligations hereunder (and under the Hosting Agreements) may be exercised and/or performed by FIFA or any other FIFA Party, and all references herein to FIFA shall be deemed to also include the FIFA Parties, in each case, at FIFA’s election.

b. *Host City SPV*. The Host City Authority may form a dedicated host committee or other hosting-specific entity for the Competition (the “**Hosting SPV**”), which, unless otherwise agreed by FIFA in writing, shall be a wholly-owned or -controlled subsidiary of the Host City Authority whose sole purpose is to exercise the rights granted in the Rights Package Agreement (and collect and use all revenues associated therewith) and to perform the obligations of the Host City Authority under the Host City Agreement jointly with the Host City Authority. The Host City Parties agree that to the extent any Hosting SPV now existing or hereafter created is not currently a party to the Host City Agreement, at FIFA’s request, the Host City Parties will cause such Hosting SPV to become bound by the Host City Agreement and jointly and severally liable for the obligations thereunder pursuant to a joinder form provided by FIFA. In the event that the Host City Authority does not form a Hosting SPV, the Host City Authority shall create a committee or other standing body within the Host City Authority with dedicated staff whose sole purpose is to exercise the rights granted in the Rights Package Agreement and to perform the obligations of the Host City Authority under the Host City Agreement jointly with the Host City Authority.

2. Information and Reporting; Collaboration with FIFA.

a. The selected Host Committees and Stadiums will play an integral role, under FIFA’s direction, in delivering a world-class and truly unforgettable Competition. Accordingly, and in order to ensure a unified hosting strategy for the Competition across cities, the Host City Parties agree to report to FIFA all material information and developments regarding their activities in preparation for the Competition (including, that the Host Committee shall provide FIFA with regular updates on budgets,

fundraising efforts, projections, staffing plans and organizational charts as well as detailed annual reports and any other information requested by FIFA from time to time), and to cooperate and comply with FIFA's instructions, directions and overall strategic vision regarding the same (which instructions, directions and overall strategic vision shall, for clarity, be in lieu of and deemed to replace the Member Association Hosting Vision and Strategy described in Section 6.1 of the Host City Agreement).

b. Upon selection, the Host City Parties will also actively support, collaborate and communicate with FIFA on a meaningful and consistent basis regarding fulfillment of their obligations under the Hosting Agreements. In furtherance of the foregoing, FIFA currently intends to have local personnel of a 2026 FWC Subsidiary and offices in each host city to foster a strong working relationship between FIFA and the Host City Parties and ensure compliance with the Hosting Agreements, as well as to act as a resource for Host City Party personnel with respect to the goals and objectives of FIFA in connection with the organization and staging of the Competition and otherwise to ensure the timely and successful implementation of the various initiatives relating to, and preparation by the Host City Parties for, the Competition. To facilitate such collaboration, the Host City Parties will make available to FIFA at no cost, commencing no later than January 1, 2023:

i. office space for personnel of FIFA at the Stadium, Host City center or another similar location acceptable to FIFA until the end of the Competition, which such office space shall be large enough to accommodate up to ten (10) FIFA employees and shall be equipped as reasonably required by FIFA; or

ii. if FIFA decides to establish the headquarters office of the 2026 FWC Entity or one of the 2026 FWC Subsidiaries in the Host City, office space in the Host City center or another similar location acceptable to FIFA. Such office space shall be large enough to accommodate up to thirty (30) FIFA employees and shall be equipped as reasonably required by FIFA. Such office space shall be made available until a larger office space is required by the 2026 FWC Entity (or the 2026 FWC Subsidiary, as applicable), at which time the Host City Parties shall use commercially reasonable efforts to assist FIFA in securing new office space within the Host City center on favorable commercial terms.

c. In order to ensure a unified hosting strategy for the Competition across cities as described above, FIFA intends to establish a cross-city working group which will meet and collaborate on a regular basis. At FIFA's request, the Host City Parties will appoint one or more persons to serve as part of such working group.

d. The Host City Parties acknowledge and agree that, in staging an expanded FIFA World Cup tournament, it is imperative that FIFA has the right and ability to ensure that the tournament is staged in a world-class manner that serves the game, tournament, teams, fans and all stakeholders. As such, FIFA is unfettered in its right and ability at all times to consider and select any host cities and stadiums for the Competition, including with respect to the process for and timing of such selections.

3. **Stadium Rental Fees.**

a. *Amount; Included Services.* Notwithstanding anything to the contrary in any of the Hosting Agreements, the Stadium Rental Fee will be comprised of the Basic Stadium Rental Fee, the Variable Stadium Rental Fee and any amounts payable for Surrounding Third Party Facilities (each as defined below), and will be calculated in accordance with this Section 3(a) and Exhibit B attached hereto. The Stadium Authority acknowledges and agrees that it will (i) provide FIFA with use of the Stadium on Match Days and non-Match Days throughout the Exclusive Use Period described in Section 6.2.1 of the

Stadium Agreement and the non-exclusive use period described in Section 6.2.2 of the Stadium Agreement, in each case in accordance with the terms of (and without limiting its obligations in) the Stadium Agreement and the 2026 FWC Hosting Requirements, and in consideration for the “**Basic Stadium Rental Fee**” set forth in Part I of Exhibit B; and (ii) as and to the extent requested by FIFA, provide the “**Basic Services**” set forth on Exhibit B at the rates for such requested services set forth in Part II thereof (the “**Variable Stadium Rental Fee**”). The Stadium Authority further agrees to, at FIFA’s request, help facilitate discussions and/or negotiations with incumbent third party service providers at the Stadium (e.g., concessionaires) regarding the potential use of such service providers in connection with the Competition. For purposes of clarity and for the avoidance of doubt, (i) FIFA shall have no obligation to use any of the services set forth on Exhibit B or the services of any incumbent third party service providers at the Stadium; and (ii) other than the obligation to pay the Stadium Rental Fee calculated in accordance with Exhibit B (and any applicable taxes pursuant to Section 13.3 of the Stadium Agreement and for the consumption of water and electricity pursuant to Section 13.2(i) of the Stadium Agreement), none of the FIFA Parties nor the Member Association will be responsible for paying or reimbursing any Host City Party for any costs or expenses incurred in connection with fulfilling their obligations under the Hosting Agreements and the 2026 FWC Hosting Requirements, or otherwise incurred in connection with the Competition. The Parties acknowledge and agree that the list of Basic Services set forth on Exhibit B is not exhaustive and is not intended to limit any of the Host City Parties’ other obligations set forth in the Stadium Agreement or elsewhere in the Hosting Agreements, the 2026 FWC Hosting Requirements or otherwise.

b. Payment Terms.

i. The Stadium Authority shall be entitled to receive the Stadium Rental Fee subject to its fulfilment of all of the obligations and requirements of the Stadium Agreement as set out in Section 13.1(i) of the Stadium Agreement. The Stadium Rental Fee shall be payable by or on behalf of FIFA to the Stadium Authority in advance and subject to the foregoing as follows:

A. One-third (1/3) of the Basic Stadium Rental Fee will be payable on or prior to the date that is six (6) months prior to the first match of the Competition;

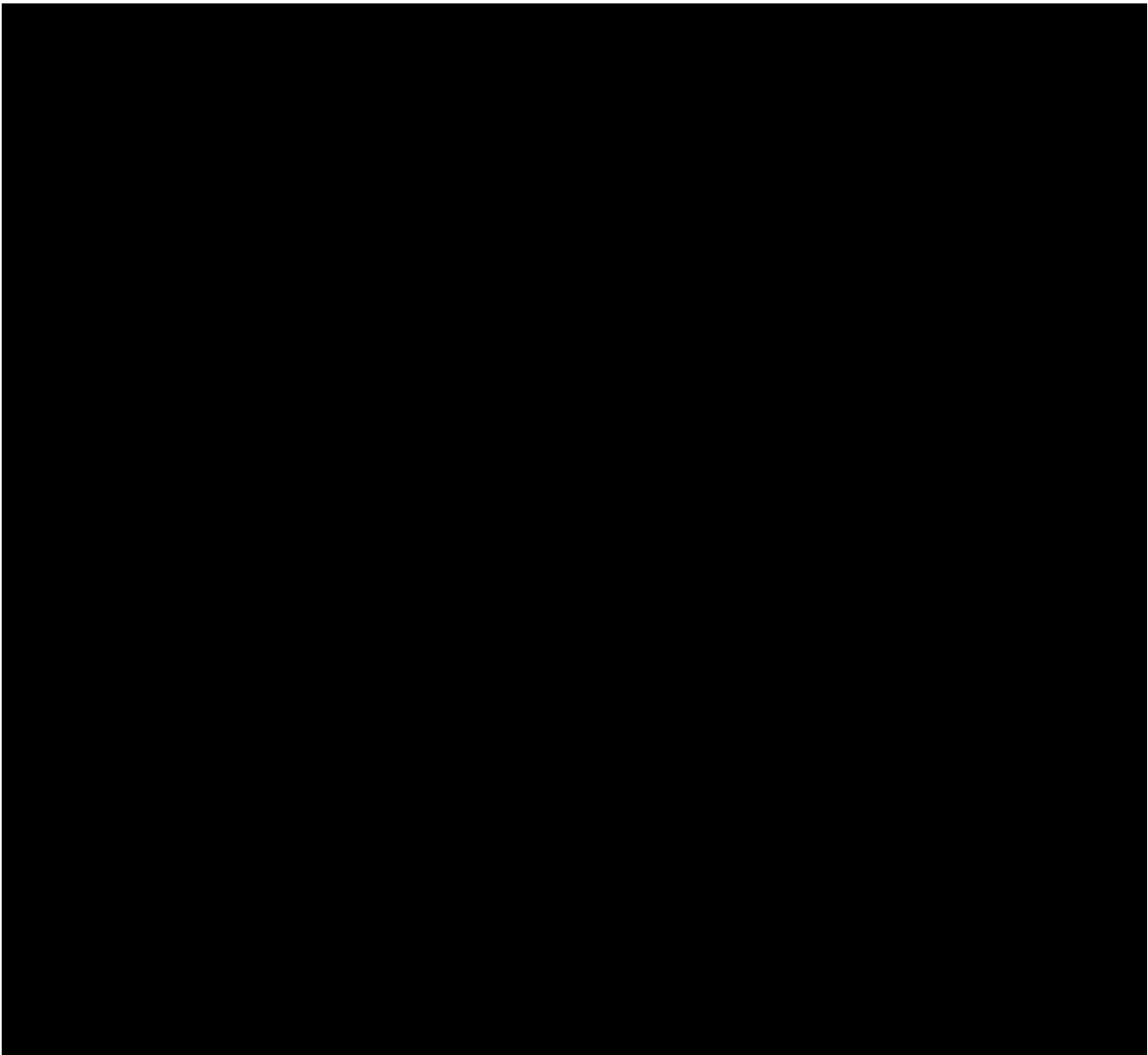
B. One-third (1/3) of the Basic Stadium Rental Fee will be payable on or prior to the date that is ninety (90) days prior to the first match of the Competition; and

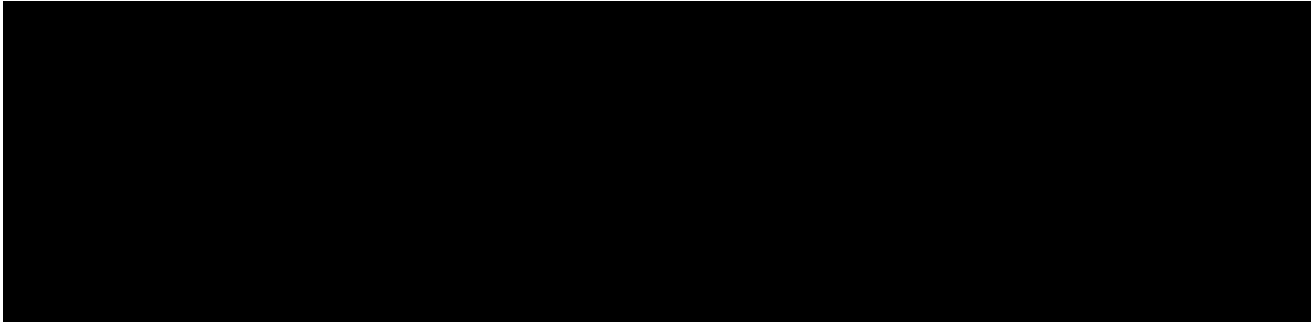
C. One-third (1/3) of the Basic Stadium Rental Fee will be payable on or prior to the date that is thirty (30) days prior to the first match of the Competition.

ii. On or prior to the date that is ninety (90) days prior to the commencement of the Exclusive Use Period, the Stadium Authority will provide FIFA with an estimate of the Variable Stadium Rental Fee based on the Basic Services that have been requested by FIFA as of such date, along with reasonable back-up documentation evidencing the same. Thirty percent (30%) of such estimated Variable Stadium Rental Fee shall be payable by or on behalf of FIFA on or before the date that is thirty (30) days prior to the commencement of the Exclusive Use Period, thirty percent (30%) of such estimated Variable Stadium Rental Fee shall be payable by or on behalf of FIFA on or before the commencement of the Exclusive Use Period and all remaining amounts of the Variable Stadium Rental Fee will be payable within thirty (30) days of FIFA’s receipt of a final, itemized and complete cost statement outlining the final actual Variable Stadium Rental Fee amount calculated following the conclusion of the Competition. FIFA will have the right to audit the Stadium Authority’s books of account and other records

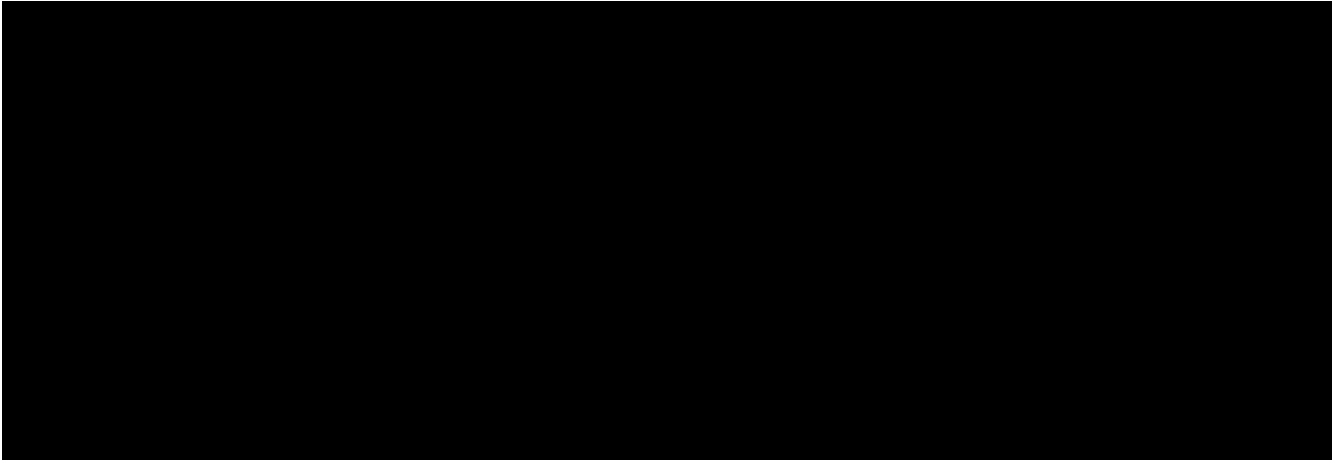
in connection with the Basic Services items to verify the accuracy of any final cost statement for up to one (1) year following the conclusion of the Competition, in each case, during regular business hours and on reasonable prior notice to the Stadium Authority. If any such audit reveals that the actual Variable Stadium Rental Fee was lesser than the amount paid by FIFA, then the Stadium Authority shall promptly refund to FIFA the amount of the relevant overpayment, and if such overpayment is in excess of five percent (5%) of the actual Variable Stadium Rental Fee, then the Stadium Authority shall also be solely responsible for, and shall promptly pay or reimburse FIFA for, the costs of such audit.

c. Reduction to Exclusive Use Period. FIFA may shorten the duration of the Exclusive Use Period by providing the Stadium Authority with written notice of such shortened period at least six (6) months prior to the first Match of the Competition. For the avoidance of doubt, no fees, costs or expenses of any kind or nature (including, without limitation, any Stadium Rental Fees) will be charged to any of the FIFA Parties for any days that fall outside of the Exclusive Use Period.





5. **Stadium Construction and Renovation Requirements.** Without limiting the Host City Parties' obligations with respect to Stadium renovations set forth in the Hosting Agreements or to otherwise satisfy the 2026 FWC Hosting Requirements and the other obligations set forth in the Hosting Agreements (or as may be notified by FIFA from time to time in accordance with the Hosting Agreements), the Stadium Authority agrees to install and/or complete the Stadium and pitch renovations set forth on Exhibit D on or before the dates outlined in Section 5.3(i) of the Stadium Agreement, unless other dates are otherwise set forth on Exhibit D or agreed in writing by FIFA. The foregoing shall only be in lieu of the Stadium Construction and Renovation Plan described in Section 5.1 of the Stadium Agreement, and all references thereto in the Hosting Agreements shall instead be deemed to refer, collectively, to Exhibit D hereto and any other plans relating to Stadium and pitch construction and renovations that are otherwise required by FIFA to be completed by the Stadium Authority following the date hereof and notified in writing to the Host City Parties. For the avoidance of doubt, all of the above-described Stadium and pitch construction and renovations, whether considered to be permanent or temporary, shall be at the Stadium Authority's sole cost and expense (including the cost of any subsequent dismantling or removal thereof, if applicable).



7. **Ticketing/Amusements Taxes.** The Host Committee confirms that Clause 13.3 of the Host City Agreement applies to any municipal sales, admissions or amusement taxes, duties or levies of any kind that apply to any tickets sold by any FIFA Parties or any of their designees to Matches or any other events held in the Host City relating to the Competition. For the avoidance of doubt, none of the foregoing shall in any way limit the Host Committee's tax-related indemnification or other obligations under the Hosting Agreements.

8. **Geographic Scope of Host City.** Notwithstanding anything to the contrary in the Hosting Agreements, but in addition to and without limiting the Host City Parties obligations in Section 4.3(iii) of the Hosting Agreements, the Parties acknowledge and agree that the "Host City" shall be deemed to

include all cities and counties in which any applicable Stadium, Training Site, Airport, FIFA Fan Fest, Competition-related Event, or other Site within the Venue (or access route between any of the foregoing)

9. **Rights Package; Structuring Requirements.** Following selection of the final host cities and stadiums, FIFA will provide to a single entity that is associated with each host city (or related group of cities) with a rights package substantially consistent with Exhibit F attached hereto, subject to the execution of a separate long-form agreement with respect thereto in a form provided by FIFA (the “**Rights Package Agreement**”). The Parties acknowledge and agree that in no event shall any such rights be exercisable prior to 2023. The Rights Package Agreement may include certain limitations on use of proceeds and other protections (including insurance requirements) to ensure the successful organization and staging of the Competition in a world-class manner and full compliance by the Host City Parties with their obligations under the Hosting Agreements.

10. **Test Events.** The Host City Parties acknowledge and agree that FIFA may elect to host a tournament in Canada, Mexico and/or the United States in 2024 and/or 2025. In such event, at the request of FIFA, the Host City Parties will use good faith efforts to make the Stadium and other relevant facilities available for matches for such tournament on terms to be agreed by the Parties in order to test operations for the Competition. Any such matches hosted will count as test events for purposes of Section 10.2 of the Stadium Agreement.

11. **Public Services.** The Host Committee agrees and understands that, without limiting any of its obligations under the Hosting Agreements, part of its obligations as a Host Committee are to plan, coordinate and procure, at no cost to FIFA or the Member Association, all necessary public safety and security resources within and around the Host City required for all Competition activities that will take place in and around the Host City and Stadium as well as all private security resources with respect to FIFA Fan Fest in its current format. This obligation extends to specific safety and security equipment required to be installed within any Sites by local, provincial or federal authorities, even if used by private safety and security staff. In addition, the Host Committee is responsible for coordinating and procuring, at no cost to FIFA or the Member Association, fire department and medical service operations at and around any Sites (including Team Hotels and Training Sites) for spectators, accreditation holders, media representatives, players and other attendees, including the provision of fire department and public EMS resources as well as private EMS and access to hospital services.

12. **Miscellaneous.**

a. **Separate Counterparts.** This Addendum may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall constitute an original, but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart of this Addendum by facsimile or electronic (*i.e.*, PDF of DocuSign) transmission will be effective as delivery of a manually executed counterpart of this Addendum.

b. Headings. Section headings used herein are for convenience of reference only, are not part of this Addendum and are not to effect the construction of, or to be taken into consideration in interpreting, this Addendum.

c. Ratification of Prior Agreements. The Parties acknowledge and agree that, notwithstanding anything to the contrary in the Hosting Agreements, the unilateral execution of this Addendum by the Host City Parties hereby constitutes an irrevocable offer directly to FIFA to be appointed as a host city and stadium to be used in connection with the Competition on the terms and conditions as set out in the Hosting Agreements (as modified hereby). Except as expressly modified or supplemented by this Addendum (which is hereby deemed to be incorporated as part of the Hosting Agreements submitted as part of the Bid for consideration by FIFA), the terms and provisions of the original Hosting Agreements submitted by the Host City Parties and attached as Exhibit A are hereby ratified and approved, and the Host City Parties hereby confirm that FIFA shall be entitled to countersign this Addendum at any time prior to one (1) month subsequent to the selection by FIFA of the candidate host cities and stadiums. The Parties acknowledge that the Hosting Agreements and this Addendum shall come into full legal effect for all Parties if and when FIFA accepts the offer by the Host City Parties by providing them with a countersigned version of this Addendum, and that no further signatures (on the Hosting Agreements or otherwise) shall be required for all terms and conditions of the Hosting Agreements (as modified hereby) to become binding on the Host City Parties and FIFA. The Parties further acknowledge and agree that, as part of the Bidding Process conducted in 2018, FIFA was provided with certain other agreements and documents relating to the use of Training Sites and Airports in and around the Host City that were unilaterally executed by the applicable Airport Authority or Training Site Authority (the "Ancillary Agreements"). The Host City Parties agree that, promptly following the selection of the host cities and stadiums by FIFA, they will use best efforts to cause the applicable Training Site Authorities and Airport Authorities to sign an acknowledgement to similarly restate and re-submit the applicable Ancillary Agreements as direct, irrevocable offers to FIFA in lieu of the Member Association.

d. Role of Member Association; Third Party Beneficiary. Effective as of the date of this Addendum, the Member Association shall have no further rights or obligations, monetary or otherwise, under the Hosting Agreements except as expressly set forth herein and all obligations and duties owed or required to be performed by the Member Association under the Hosting Agreements are hereby irrevocably waived and released by each of the Host City Parties. Without limiting the foregoing, the Host City Parties hereby generally and unconditionally release the Member Association and its officers, directors, employees and affiliates of and from any and all claims, demands, rights, actions, causes of action, suits, liabilities, contracts, covenants, obligations, damages, losses, expenses (including, without limitation, attorneys' fees), penalties, costs and allegations of any kind, nature, and character whatsoever, whether legal, contractual, statutory, administrative or equitable in nature or otherwise, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, that they now own, hold, have or claim to have, or owned at any time, held, had or claimed to have had or may come to own, hold, have or claim to have against the Member Association and its officers, directors, employees and affiliates attributable to any acts, inactions or agreements occurring on or prior to the date hereof with respect to the Hosting Agreements. Notwithstanding the foregoing, the Parties acknowledge and agree that the Member Association shall nonetheless be entitled to all of the rights and benefits of the indemnification, insurance and limitation of liability provisions described herein and in the Hosting Agreements as if the Member Association were a party thereto. The Parties hereby agree that the Member Association is an express third-party beneficiary under the Hosting Agreements and this Addendum for such purposes (including, without limitation, the waiver and release above), with

the full power and authority to enforce the applicable provisions of the Hosting Agreements and this Addendum as if it were a party.

e. Governing Law; Arbitration. The “Governing Law” and “Arbitration” sections of the Hosting Agreements shall apply, *mutatis mutandis*, to any disputes under this Addendum.

f. Notices. Any notices to FIFA under Section 14.7 or 16.7 of the Hosting Agreements (as applicable) shall be given in writing at the following address, unless notification of a change of address is given in writing:

FIFA-Strasse 20
Switzerland
Facsimile: +41 43 222 7878
Attention: Chief Tournaments & Events Officer
Copy: Director of Corporate and Commercial Legal

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Addendum by their duly authorized representatives named below.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION

By: 

Name: Colin Smith
Title: Chief Tournaments & Events Officer
Date: 

FIFA Legal
Contract Approved


07. Juli 2022

By: PRY

By: 
Name: Heimo Schirg
Title: Director World Cups
Date: 13.7.22

CITY OF TORONTO

As Host City Authority:

By: 
Name: Chris Murray
Title: City Manager
Date: June 3, 2022

CITY OF TORONTO

As Stadium Authority:

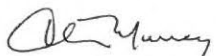
By: 
Name: Chris Murray
Title: City Manager
Date: June 3, 2022

EXHIBIT A

Hosting Agreements

[See attached.]

HOST CITY AGREEMENT

between

**FEDERATION INTERNATIONALE
DE FOOTBALL ASSOCIATION (FIFA)**

FIFA-Strasse 20
8044 Zurich
Switzerland

("FIFA")

and

THE CANADIAN SOCCER ASSOCIATION (CSA)

237 Metcalfe Street
Ottawa, Ontario, Canada K2P 1R2

("Member Association")

on the one side

and

CITY OF TORONTO

Toronto City Hall
100 Queen Street West
East Tower, 11th Floor
Toronto, Ontario, Canada M5H 2N2

("Host City Authority")

on the other side

regarding participation in hosting and staging the

2026 FIFA World Cup

Initialed by

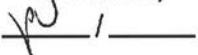


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ANNEXE 2 Outdoor Media

Supplementary Terms and Conditions

1. INTRODUCTION

1.1 FIFA

- (i) 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.
- (ii) It is FIFA's vision to promote the game, protect its integrity, and bring the game to all. All of FIFA's activities are aligned with this vision and are supported by FIFA's statutory key objectives.
- (iii) FIFA is the creator of all FIFA competitions, including the FIFA World Cup, and has ultimate authority over the manner in which all FIFA competitions, including the Competition, are staged and organised.
- (iv) FIFA, as the founder of the Competition and world governing body of Association Football and based on its organisational, logistical and financial contributions, has ultimate authority over the manner in which all FIFA competitions, including the Competition, are staged and organised. FIFA is the sole and exclusive owner of any 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 Competition, including any Competition-related Events, whether existing or created in the future. FIFA retains the right to exclusively exploit any such right directly or indirectly, in perpetuity, in any manner, without any restriction, and on a world-wide basis. FIFA retains all revenues derived from such exploitation, which represent FIFA's main source of income to fulfil its statutory tasks.
- (v) FIFA has invited its member associations to bid for the right to host and stage the Competition.

1.2 Member Association

The Member Association has formally expressed its interest to participate in the Bidding Process and has submitted a Bid with the objective to co-organise together with FIFA the Competition in the Host Country.

1.3 Bidding Process and Appointment

- (i) During the Bidding Process, as part of its Bid, each of the member associations participating in the Bidding Process, including the Member Association, was required to propose to FIFA for the hosting and staging of the Competition in the Host Country a certain number of host cities and stadiums for the use for the Competition.
- (ii) The Bidding Process will be concluded by the decision of the FIFA Congress on the selection for the host country or host countries.

- (iii) In the event that the FIFA Congress selects the Member Association to co-organise together with FIFA the Competition in the Host Country, FIFA will select the host cities and stadiums of the Competition in a manner as described in this Host City Agreement.

1.4 2026 FWC Entity

- (i) FIFA will establish the 2026 FWC Entity in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.
- (ii) The legal form and ownership structure of the 2026 FWC Entity and its place of business will be determined by FIFA in its sole discretion subsequent to the selection of the Member Association.
- (iii) The contractual relationship between the Member Association and the 2026 FWC Entity and/or FIFA will be determined by FIFA and the Member Association subsequent to the selection of the Member Association for the Competition. In particular, such contractual relationship will ensure the:
 - a) operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity; and
 - b) fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition owed to the 2026 FWC Entity by third parties contracted to the Member Association and/or FIFA, such as the Host City Authority pursuant to this Host City Agreement.

1.5 Joint Bid and Co-Hosting of Competition

- (i) In the event that the Member Association has formally expressed its interest to participate in the Bidding Process together with other member associations, the Member Association has submitted a Bid jointly with such other member associations. The irrevocable offer by the Host City Authority as established in this Host City Agreement formed part of the joint Bid submitted to FIFA.
- (ii) In the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, the following shall apply:
 - a) Clause 1.4 (i) above may not apply. FIFA will establish the 2026 FWC Entity in one of the host countries, not necessarily the Host Country, and a 2026 FWC Subsidiary in each of the respective other host countries in which the 2026 FWC Entity is not located, as the central entities for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Member Association and the other member associations. At the date of the unilateral execution by the Host City Authority of this Host City Agreement, FIFA has not decided whether the 2026 FWC Entity or a 2026 FWC Subsidiary will be located in the Host Country;

- b) the legal form and ownership structure of the 2026 FWC Entity and the 2026 FWC Subsidiaries, the countries and respective places of business where the 2026 FWC Entity and the 2026 FWC Subsidiaries are established shall be determined by FIFA, at its sole discretion, subsequent to the selection of the Member Association; and
 - c) the contractual relationship between the Member Association, the 2026 FWC Entity and the 2026 FWC Subsidiaries will be determined by FIFA and the Member Association subsequent to the selection of the Member Association. In particular, such contractual relationship will ensure:
 - the operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country); and
 - the fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition owed to the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country) by third parties contracted to the Member Association, such as the Host City Authority pursuant to this Host City Agreement.
- (iii) Based on Clause 1.5 (ii) above, in the event that the Member Association has been selected by FIFA together with other member associations, unless explicitly otherwise stated in this Host City Agreement, all references to the "2026 FWC Entity" shall be read and understood as follows:
- a) with respect to the operational delivery of all tasks, activities and obligations as well as entitlements of the Member Association as reference to "2026 FWC Entity or 2026 FWC Subsidiaries"; and
 - b) with respect to the fulfilment and performance of any obligations, and operational delivery of tasks and activities by the Host City Authority as reference to "2026 FWC Entity and/or 2026 FWC Subsidiaries"; and
- (iv) In the event that the Member Association has been selected by FIFA together with other member associations, all references to the "Host Country" refer to the country where the Member Association is located. Whenever this Host City Agreement intends to make reference to the Host Country and the countries of the other member associations co-organising the Competition, it is explicitly stated in the respective Clause.

2. EFFECTIVENESS AND FULFILMENT OF HOST CITY AGREEMENT

2.1 Conclusion of Host City Agreement

- (i) As part of its requirements in the Bidding Process as described in Clause 1.3 (i) above, the Member Association has provided FIFA with this Host City Agreement unilaterally executed by the Host City Authority for hosting and staging the Competition also in the Host City.
- (ii) The Host City Authority agrees and acknowledges that:
 - a) the unilateral execution of this Host City Agreement by the Host City Authority constitutes an irrevocable offer to FIFA and the Member Association to be appointed as a host city of the Competition on the terms and conditions as set out in this Host City Agreement; and
 - b) its irrevocable offer to FIFA and the Member Association is legally binding and fully valid until one (1) month subsequent to the selection by FIFA of the proposed host cities and stadiums and FIFA and the Member Association are entitled to accept the offer of the Host City Authority at any time until such date.
- (iii) This Host City Agreement shall be concluded and come into full legal effect for the parties as and when FIFA and the Member Association accept the offer by the Host City Authority by providing the Host City Authority with a countersigned version of this Host City Agreement.

2.2 Fulfilment of Host City Agreement

- (i) FIFA and/or the Member Association shall inform the Host City Authority in writing about the final operational set-up pursuant to Clause 1.4 (iii) above and the modalities and specifications with respect to the fulfilment of any obligations under this Host City Agreement.
- (ii) With respect to the integration of this Host City Agreement in the final operational set-up for, and the delivery of, the Competition, the Host City Authority agrees and acknowledges that:
 - a) any obligations of FIFA and the Member Association under this Host City Agreement may be fulfilled and performed by the 2026 FWC Entity on behalf of FIFA and the Member Association; and
 - b) FIFA and/or the Member Association may request the Host City Authority to fulfil and perform any of its obligations to the 2026 FWC Entity under this Host City Agreement.

In such cases, the 2026 FWC Entity shall not be deemed jointly and severally liable to the Host City Authority under, or in connection with, this Host City Agreement.

- (iii) As an alternative to Clause 2.2 (ii) above, in order to integrate this Host City Agreement in the final operational set-up for, and the delivery of, the Competition, FIFA and the Member Association are entitled to unconditionally transfer all their rights and obligations resulting from, or in connection with, this Host City Agreement to the 2026 FWC Entity. In such case, upon request by FIFA and the Member

Association, the Host City Authority undertakes to unconditionally accept the assignment and assumption of all rights and obligations of FIFA and the Member Association to the 2026 FWC Entity and agrees to execute any such documents as may be necessary to give effect to this provision.

- (iv) Dependent on FIFA's and the Member Association's decision pursuant to Clause 2.2 (ii) and (iii) above, unless explicitly otherwise stated in this Host City Agreement, with respect to the fulfilment of the obligations resulting from this Host City Agreement, all references to "FIFA" and/or the "Member Association" may refer also to the 2026 FWC Entity.
- (v) Regardless of FIFA's and the Member Association's decision to Clause 2.2 (ii) and (iii) above, the Host City Authority agrees and acknowledges that any rights and opportunities of FIFA and the Member Association under this Host City Agreement may be exercised by FIFA and/or the Member Association for the benefit of any FIFA Subsidiary and/or any third party nominated by FIFA and/or the 2026 FWC Entity.

2.3 FIFA World Cup Tests

- (i) Subject to the FIFA Council's final decision, FIFA may award to the Member Association the co-organisation of additional FIFA competitions, such as parts of the preliminary competition of the FIFA World Cup as operational test(s) for the Competition. The dates of such tests will be determined by the FIFA Council.
- (ii) In the event that an additional FIFA competition is awarded to the Member Association and matches of such additional FIFA competition are staged in the Host City, the Host City Authority agrees and acknowledges that, subject to a reasonable adaptation and taking into account the reduced scope of the hosting and staging of such additional FIFA competition, the obligations of the Host City Authority as reflected under this Host City Agreement shall apply, directly and without any limitation, to the matches of such additional FIFA competitions awarded by FIFA and staged also in the Host City.

3. OBLIGATIONS OF HOST CITY AUTHORITY

3.1 Definition of Obligations

- (i) The FIFA World Cup is amongst the most popular and prestigious sports events 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 quality standard. Taking this into account, the Host City Authority agrees and acknowledges that the Competition shall meet the highest possible international quality standards expected to be applicable in the year 2026.
- (ii) All obligations of the Host City Authority as contained in this Host City Agreement and the initial version of the 2026 FWC Hosting Requirements as set out in Clause 3.3.2 below are fully binding on the Host City Authority.

3.2 Host City Agreement

- (i) This Host City Agreement contains the obligations of the Host City Authority to be fulfilled by the Host City Authority with regard to all tasks, activities and sub-projects that are to be delivered by the Host City Authority in connection with the hosting and staging the Competition also in the Host City.
- (ii) Notwithstanding Clause 3.2 (i) above, the Host City Authority agrees and acknowledges that:
 - a) its obligations as contained in this Host City Agreement are based on the envisaged operational set-up and the allocation of roles and responsibilities of the Member Association, FIFA, the 2026 FWC Entity and other involved parties at the time of the Bidding Process and such operational set-up and/or the allocation of roles and responsibilities may be modified by FIFA at a later stage; and
 - b) this Host City Agreement therefore does not contain a complete, detailed and final list of the obligations of the Host City Authority and not necessarily the final operational set-up and allocation of roles and responsibilities.
- (iii) Taking into account Clause 3.2 (ii) above, the Host City Authority agrees and acknowledges that, throughout the term of this Host City Agreement and pursuant to Clauses 3.3.2, 3.3.3 and 3.4 below, it is likely that FIFA will make specifications, modifications, reductions and/or enhancements of the obligations of the Host City Authority, determine new, additional obligations and make modifications of the operational set-up and/or the allocation of roles and responsibilities.

3.3 2026 FWC Hosting Requirements

3.3.1 General Provisions

- (i) The 2026 FWC Hosting Requirements generally contain requirements to be complied with by the Host City Authority in connection with hosting and staging the Competition also in the Host City, with descriptions, quality standards, specifications and modifications of the obligations under this Host City Agreement, further obligations and requirements of the Host City Authority as well as roles and responsibilities of the involved parties.
- (ii) The 2026 FWC Hosting Requirements shall form an integral part of this Host City Agreement.
- (iii) The 2026 FWC Hosting Requirements may consist of:
 - a) descriptions of the obligation of the Host City Authority contained in this Host City Agreement, in which case the 2026 FWC Hosting Requirements shall list and refer to such requirements;

- b) specifications of the obligation of the Host City Authority contained in this Host City Agreement, in which case the 2026 FWC Hosting Requirements shall provide further details and specifications of such requirements.

For instance, this Stadium Agreement often makes reference that a certain obligation shall be delivered "as set out in detail in" or "in accordance with" the 2026 FWC Hosting Requirements. In such case, further details and specifications of such obligation shall be contained in the 2026 FWC Hosting Requirements.

- c) modifications, reductions and/or enhancements of the obligations of the Host City Authority contained in this Host City Agreement, in which case such modifications, reductions and/or enhancements are communicated in the 2026 FWC Hosting Requirements. For any such modifications, reductions and/or enhancements as set out in detail in the 2026 FWC Hosting Requirements, Clause 3.4 below applies;
- d) new, additional obligations of the Host City Authority not contained in this Host City Agreement, in which case such new, additional obligations are communicated in the 2026 FWC Hosting Requirements. For any such new obligations as set out in detail in the 2026 FWC Hosting Requirements, Clause 3.4 below applies; and
- e) modifications of the operational set-up and/or the allocation of roles and responsibilities of FIFA, the Member Association, the Host City Authority and other involved parties, in which case such modifications of the operational set-up and/or the allocation of roles and responsibilities are communicated as in the 2026 FWC Hosting Requirements.

3.3.2 Initial Version of 2026 FWC Hosting Requirements

- (i) During the Bidding Process, the Member Association provided to the Host City Authority separately from this Host City Agreement the initial version of the 2026 FWC Hosting Requirements. Such initial version is based on the international technological, commercial or infrastructural standards existing at the time of the Bidding Process.

The Host City Authority agrees and acknowledges that:

- a) it has received and read the initial version of the 2026 FWC Hosting Requirements and has thereby taken full note of, and accepted, the descriptions and specifications of its obligations for hosting and staging the Competition also in the Host City; and
 - b) the requirements and obligations contained in the initial version of the 2026 FWC Hosting Requirements establish the minimum level of its obligations for hosting and staging the Competition also in the Host City.
- (ii) In addition to the initial version of the 2026 FWC Hosting Requirements, FIFA may, from time to time, provide the Host City Authority with further detailed specifications determined by FIFA in relation to its obligations for hosting and

staging the Competition also in the Host City. Such detailed specifications shall form an integral part of the initial version of the 2026 FWC Hosting Requirements.

- (iii) The Host City Authority agrees and acknowledges that:
 - a) the initial version of the 2026 FWC Hosting Requirements, including the additional detailed specifications pursuant to Clause 3.3.2 (ii) above shall not constitute a precedent for its obligations for hosting and staging the Competition also in the Host City as reflected in the final version of the 2026 FWC Hosting Requirements;
 - b) the final version of the 2026 FWC Hosting Requirements may differ from the initial version of the 2026 FWC Hosting Requirements, including the additional detailed specifications pursuant to Clause 3.3.2 (ii) above in its content, form and/or structure and may, in particular, contain different specifications, modifications, reductions and/or enhancements of any obligations of the Host City Authority for hosting and staging the Competition also in the Host City and new additional obligations as well as modifications of the operational set-up and/or the allocation of roles and responsibilities; and
 - c) subject to Clause 3.4 (iii) below, FIFA shall in principle not be restricted in any manner to determine in the final version of the 2026 FWC Hosting Requirements different, adapted, changed, modified or additional specifications, modifications, reductions and/or enhancements of any obligations of the Host City Authority for hosting and staging the Competition also in the Host City and new additional obligations as well as modifications of the operational set-up and/or the allocation of roles and responsibilities.

3-3-3 Final Version of 2026 FWC Hosting Requirements

- (i) The Host City Authority agrees and acknowledges that the requirements and obligations contained in the final version of the 2026 FWC Hosting Requirements establish the further revised (i.e. modified, reduced or enhanced) and final level of its obligations for hosting and staging the Competition also in the Host City.
- (ii) The final version of the 2026 FWC Hosting Requirements will be issued by the FIFA to the Host City Authority by 30 June 2023.
- (iii) In addition to the final version of the 2026 FWC Hosting Requirements, FIFA may, from time to time, provide the Host City Authority with further detailed specifications determined by FIFA in relation to its obligations for hosting and staging the Competition also in the Host City and the operational and functional areas in general. Such detailed specifications shall form an integral part of the final version of the 2026 FWC Hosting Requirements.

3-4 Change of Obligations

- (i) Subject to Clause 3.4 (iii) below, FIFA may, during the term of this Host City Agreement, unilaterally specify, modify, reduce and/or enhance the obligations of the Host City Authority and/or define new, obligations in addition to those as

contained in this Host City Agreement or as set out in detail in the 2026 FWC Hosting Requirements. All such specifications, modifications, reductions, enhancements and/or new, additional obligations will be communicated to the Host City Authority by FIFA in writing.

- (ii) All specifications, modifications, reductions, enhancements and/or new, additional obligations in addition to those contained in this Host City Agreement or the initial version of the 2026 FWC Hosting Requirements shall be jointly and in good faith discussed between the Host City and FIFA. Upon agreement by the parties, such specifications, modifications, reductions, enhancements and/or new, additional obligations, shall be incorporated in this Host City Agreement, and be fully binding upon the Host City Authority, in such form as agreed between the parties.
- (iii) In the event that the Host City Authority reasonably expects any future specifications, modifications, reductions, enhancements and/or new, additional obligations in addition to those contained in this Host City Agreement or the initial version of the 2026 FWC Hosting Requirements to result in a substantial adverse financial impact on the Host City, the parties shall jointly and in good faith discuss and agree potential solutions to reasonably minimise the adverse financial impact on the Host City pursuant to the following process:
 - a) The Host City Authority shall, within thirty (30) days of receipt of the communication of the respective specification, modification, enhancement and/or new, additional obligation, notify FIFA of such expectation in writing, evidencing the expected substantial adverse effect.
 - b) FIFA and the Host City Authority shall then jointly and in good faith discuss and agree potential solutions to reasonably minimise the expected substantial adverse effect.
 - c) The Host City Authority undertakes to fully comply, and ensures that any third party involved in the fulfilment of the respective obligation complies, with, and commence the implementation of, any such specification, modification, enhancement and/or new, additional obligation as and when requested by FIFA, regardless of whether any such solution has been agreed between the parties by the time of such request pursuant to this Clause 3.4 (iii).

For the avoidance of doubt, the provisions of this Clause 3.4 do not apply to any guidelines issued by FIFA at a later stage as described in Clause 11.1 below, which form an integral part of this Host City Agreement, as well as any directives and instructions issued by FIFA on the basis of this Host City Agreement and the respective FIFA guidelines and the Host City Authority shall bear any costs incurred in relation to the fulfilment of any obligations arising there from.

3.5 Compliance with Host City Agreement

- (i) The Host City Authority undertakes to, at all times fully and in a timely manner comply with the terms of this Host City Agreement, including its annexes, any information and undertakings given, statements made and plans and measures proposed by the Host City Authority during the Bidding Process as well as any


decisions and instructions by the Member Association and/or FIFA on the basis of this Host City Agreement.

- (ii) The Host City Authority agrees and acknowledges that:
 - a) time is of the essence in relation to the fulfilment by the Host City Authority of any of its obligations;
 - b) non-compliance, or non-compliance in a timely manner, in particular with any due dates as contained in this Host City Agreement may result in the Member Association, FIFA, the 2026 FWC Entity or other third parties suffering and/or incurring substantial and irreparable losses and damages in relation to the Competition; and
 - c) in relation to the exercise of any rights granted to it under this Host City Agreement, Clause 11.1 below applies in relation to its compliance in addition to this Clause 3.5.
- (iii) The Host City Authority will ensure that its staff, and any person and/or entities acting on its behalf, with respect to its obligations under this Host City Agreement are at all times fully aware of the Host City Authority's obligations in relation to the hosting and staging the Competition also in the Host City and will instruct such persons and entities accordingly.

3.6 Substitute Performance

- (i) In relation to any obligations of the Host City Authority, without prejudice to any other rights of FIFA and the Member Association under this Host City Agreement and subject to Clause 3.6 (ii) below, FIFA and the Member Association reserves the right to itself assume, and/or to appoint, at its discretion, any third party to assume, at any time, full or partial control and responsibility for any of such obligations of the Host City Authority in the event that FIFA and/or the Member Association, at their sole discretion, consider the Host City Authority to be not fully or partially complying with such obligations, including the development and operation of alternative solutions as well as the implementation of alternative procedures and processes on the basis of prudent assumptions by FIFA and/or the Member Association.
- (ii) In the event that FIFA and/or the Member Association consider the Host City Authority to not be fully or partially complying with any of its obligations, FIFA and/or the Member Association shall notify the Host City Authority and give the Host City Authority the opportunity to remedy the non-compliance with such obligation within:
 - a) one (1) month within receipt of such notification if the non-compliance occurs more than six (6) months prior to the Opening Match or such one (1) month period is necessary due to the delivery of the Competition, a Match staged in the Host City or further component of the Competition;
 - b) principally ten (10) days within receipt of such notification if the non-compliance occurs in the period between six (6) months and ten (10) days prior to the Opening Match or such ten (10) days period is necessary earlier due to

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the delivery of the Competition, a Match staged in the Host City or further component of the Competition; or

- c) principally two (2) days within receipt of such notification if the non-compliance occurs less than ten (10) days prior to or during the Competition or such two (2) days period is necessary earlier due to the delivery of the Competition, a Match staged in the Host City or further component of the Competition.
- (iii) In case any such non-compliance by the Host City Authority is not remedied pursuant to Clause 3.6 (ii) above, the Host City Authority agrees and undertakes to:
- a) accept FIFA's and the Member Association's decision to assume, and/or to appoint any third party to assume, full or partial control and responsibility;
 - b) fully indemnify FIFA, the Member Association and/or such third party from and against all damages, costs and/or expenses reasonably incurred by FIFA, the Member Association and/or such third party; and
 - c) take all steps necessary or requested by FIFA and/or the Member Association to assist FIFA, the Member Association or the third party appointed by FIFA or the Member Association, in the performance of the assumed obligation, for example by providing all relevant information or material.

4. SELECTION OF HOST CITY

4.1 Selection Process

- (i) As part of the Bid, the Member Association has proposed to co-organise the Competition in a certain number of host cities, including the Host City. The Host City Authority agrees and acknowledges that FIFA has the authority to determine the total number of host cities and stadiums to be used for the Competition.
- (ii) Subsequent to the selection of the Member Association by the FIFA Congress to co-organise the Competition, based on the host cities and stadiums proposed by the Member Association as part of the Bid, FIFA will determine and oversee the selection process for the host cities. The selection of the host cities will be based on the selection criteria set out in Clause 4.2 below and will take place at the same time as the final decision regarding the selection of the stadiums.
- (iii) As part of the selection process for the stadiums and host cities, FIFA and the Member Association may send a delegation for the purposes of assessing the suitability of each candidate host city. It is envisaged that this host city selection tour will be conducted together with the stadium selection tour.

The Host City Authority shall support and assist FIFA and the Member Association in connection with the selection process in such manner as requested by FIFA and/or the Member Association, 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 Authority.

- (iv) The Host City Authority agrees and acknowledges that FIFA, upon consultation of the Member Association, will make the final decision regarding the host city selection according to the selection process and timelines as defined by FIFA.
- (v) By entering into this Host City Agreement, the Host City Authority agrees to take part in the selection process as conducted by FIFA for the selection of the host city for the Competition by FIFA.
- (vi) The Host City Authority agrees and acknowledges that it will not be selected as host city of the Competition if it has not duly executed and initialled this Host City Agreement during the Bidding Process without any deviation in any way from the template agreement provided by FIFA.

4.2 Selection Criteria

The Host City Authority agrees and acknowledges that the selection of the host cities by FIFA will, in particular, be based on the following selection criteria:

- a) characteristics of a proposed host city, including its size, number of citizens, geographical location and football tradition;
- b) stadiums available, to be renovated or to be constructed in a proposed host city as well as information on their current use (such as current stadium capacities and average attendances of such sporting events throughout the last five (5) years) and the type of sporting events regularly hosted in a proposed host city as well as the potential long term use of the proposed stadium(s) in a proposed host city;
- c) airports, railway stations and further public transport infrastructure available, to be renovated or to be constructed in a proposed host city, information on the current use of the infrastructure (such as current airport, railway station and other public transport infrastructure capacities) and distance and travel times as well as the frequency of direct travel connections between a proposed host city and other proposed host cities;
- d) suitable Accommodation options available, to be renovated or to be constructed in a proposed host city and a proposed host city's connection to main public transport infrastructure facilities as also described in Clause 8.6.3 below;
- e) training sites available, to be renovated or to be constructed in a proposed host city, information on the current use of the proposed training sites and the potential long term use of the proposed training sites in a proposed host city;
- f) proposed locations for the FIFA Fan Fests (a minimum of two (2) locations);

- g) additional Venue dressing activities proposed by a proposed host city in accordance with Clause 8.5 below;
- h) written undertakings provided by third parties as further described in Clause 5.2 (iii) below;
- i) vision and motivation of a proposed host city as outlined in the Host City Vision Statement of a proposed host city;
- j) any expected direct and indirect costs and expenses resulting for FIFA and/or the Member Association from, or in connection with, hosting and staging the Competition in a proposed host city; and
- k) sustainability aspects, in particular social, environmental and economic matters and cross-cutting matters as further described in Clause 12 below.

4-3 Selection of Host Cities

- (i) At a date to be determined by FIFA, which is expected to be no earlier than 31 December 2020, FIFA will select all host cities for hosting and staging of the Competition in the Host Country.
- (ii) In the event that the Host City Authority will be selected for hosting and staging the Competition also in the Host City based on the selection process described in Clause 4.1 above, FIFA and the Member Association will countersign this Host City Agreement. Such countersignature by FIFA and the Member Association shall have the legal effect as set out in Clause 2.1 above and constitutes the formal selection of the Host City for hosting and staging the Competition also in the Host City.
- (iii) The Host City Authority agrees and acknowledges that, 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 adjacent to, or in the vicinity of, the Host City, upon request by FIFA and/or the Member Association and prior to the selection of the Host City, 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 and/or the Member Association, to ensure that such neighbouring city fully supports the hosting and staging of the Competition in such neighbouring city, and performs all relevant obligations, in full compliance with the terms and conditions of this Host City Agreement.

4-4 Acceptance of Selection Process and FIFA Decision

By unilaterally executing this Host City Agreement, the Host City Authority:

- (i) unconditionally and irrevocably accepts and agrees to all provisions, procedures, terms, selection criteria and requirements as described in Clauses 4.1 to 4.3 above;
- (ii) undertakes to unconditionally and irrevocably accept as final and binding any decision by FIFA in relation to:

- a) the evaluation of all host cities, including the Host City, in particular all findings, conclusions and decisions forming part of the selection process for the stadiums and host cities;
 - b) the selection process described in Clause 4.1 above as well as any specifications determined by FIFA in connection therewith;
 - c) the proposals of any other host cities, including the assessment of, and further conclusions in connection with, such other host cities by FIFA and/or the Member Association;
 - d) the split of stadiums and host cities across the host countries in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition;
 - e) any amendment, change, reduction and/or enhancement of the selection criteria described in Clause 4.2 above subsequent to the selection of the host country or host countries for the Competition; and
 - f) the final decision by FIFA of the host cities hosting and staging the Competition on such terms and conditions determined by FIFA and the immanent rejection of any not selected offers;
- (iii) undertakes (a) not to, and expressly and irrevocably waives any right to, challenge in any manner such decision by FIFA, and/or (b) not to claim any compensation, costs, expenses or other damages from FIFA, FIFA's subsidiaries, the Member Association or other member associations (if applicable) and/or from any of their officers, directors, employees, representatives, agents, contractors, and/or auxiliary persons, in particular should FIFA elect or elect not to appoint, for whatsoever reason, the Host City for hosting and staging the Competition also in the Host City;
 - (iv) agrees and acknowledges that there shall be no liability of whatever nature, whether based upon this Host City Agreement or upon any other legal title, of FIFA, FIFA's subsidiaries, the Member Association or other member associations (if applicable), their officers, directors, employees, representatives, agents, contractors, and/or auxiliary persons in relation to the selection of the stadiums for the use for the Competition, and/or any related information or communication, and/or any expiration or termination of this Host City Agreement; and
 - (v) agrees and acknowledges that this Clause 4.4 shall have surviving effect as set out in Clause 14.2 (iii) below.

4-5 Revocation of Host City Selection

- (i) The Host City Authority agrees and acknowledges that the selection of the Host City by FIFA is based on the assumptions, and subject to the conditions, that:

- a) the Host City Authority at all times meets its requirements, and acts in full compliance with its obligations resulting from, or in connection with, this Host City Agreement;
 - b) the respective Stadium Authority, the Training Site Authorities, the Airport Authority and/or the Hotel Authorities relevant for the Venue at all times meet their respective requirements and act in full compliance with their obligations resulting from, or in connection with, the Stadium Agreement, the Airport Agreement, the Training Site Agreements and/or the Hotel Agreements (as applicable), in particular that the selected Stadium, selected Training Sites, the Airports and further transport infrastructure as well as the Accommodation infrastructure will all be made available, renovated or constructed in a timely manner and in full compliance with any undertakings given, or representations, warranties, assurances and commitments made, as part of the Host City selection process; and
 - c) any information and undertakings given, statements made and plans and measures proposed by the Host City Authority in the host city selection process which are considered representations, warranties, assurances and commitments by the Host City Authority under this Host City Agreement are at all times fully and in a timely manner complied with by the Host City Authority.
- (ii) The Host City Authority agrees and acknowledges that full compliance with all terms and conditions of this Host City Agreement is of key importance for the successful hosting and staging of the Competition and a significant direct and indirect damage will be caused in case of any non-compliance. Therefore, in the event that one or more of the above assumptions and conditions are not met for any reason, including force majeure events, FIFA shall be entitled to revoke the selection of the Host City and in such case, the Member Association will terminate this Host City Agreement pursuant to Clause 14.3.1 below.

5. ROLE OF HOST CITY

5.1 General Principle

- (i) The Host City Authority agrees and acknowledges that the organisation, hosting and staging of the Competition also in the Host City is not limited to the organisation of single Matches in the Host City but consists of various other organisational and administrative tasks and activities necessary for a successful preparation, hosting and staging of the Competition which are to be conducted by many different stakeholders in a Venue. In order to ensure a successful preparation, hosting and staging of the Competition in a Venue, an efficient and smooth coordination across all Sites and their connections and amongst all stakeholders involved in a Venue is paramount.
- (ii) In addition to the delivery of any of its own obligations under this Host City Agreement, the Host City Authority shall be responsible for the coordination of all Competition-related activities of the relevant local, regional or national governmental authorities as well as all non-public stakeholders in the Venue

pursuant to Clause 5.2 below in order to support the delivery of any obligations and contributions by such third parties.

5.2 Venue Coordination

In connection with the preparation, hosting and staging of the Competition also in the Host City, the Host City Authority shall:

- (i) coordinate all other relevant local, regional or national governmental authorities in the Venue and on a state and/or federal level which are competent for organisational or administrative matters necessary for the Competition in a Venue, including:
 - a) the issuance of all applicable and necessary decrees, licenses, authorisations, permits, grants, orders, decisions, other acts by a competent local, regional or national governmental authority; and
 - b) the supervision and monitoring of the support and delivery of all necessary public services, such as services in relation to Event Transport, safety and security, medical services, IT Solution (as applicable), Volunteers (as applicable), Venue Dressing Programme, protection and enforcement of rights or power and cleaning;
- (ii) establish a close coordination and communication with all non-public stakeholders in the Venue in order to support the delivery of any obligations and contributions by any such stakeholder, such as the relevant Stadium Authority, Training Site Authority, Airport Authority, other transport authorities and operators, Hotel Authorities, and other entities or individuals contributing to the success of the Competition in the Venue; and
- (iii) provide a written undertaking of support to be given by any third party (i.e. public and non-public stakeholders) involved in the fulfilment of any obligations of the Host City Authority, such as in relation to Event Transport, general public infrastructure and transport, safety and security (including safety and security for the FIFA Fan Fests), medical services, IT Solution, Venue Dressing Programme, general signage and Outdoor Media.

5.3 Host City Officer

- (i) By no later than 30 June 2022, the Host City Authority shall appoint a Host City officer to be responsible for the overall coordination of all activities and matters of the Host City Authority under this Host City Agreement, in particular the Venue coordination pursuant to 5.2 above.
- (ii) The Host City officer shall act as primary local contact for all coordination and communication matters of the Host City Authority with the Member Association, FIFA and the 2026 FWC Entity as well as with the Government and all competent local, regional and national governmental authorities.

5.4 Communication with other Governmental Authorities

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The Host City Authority shall:

- (i) act as primary contact for the Member Association and FIFA to all other competent local, regional or national governmental authorities in relation to all matters in connection with the preparation, hosting and staging of the Competition also in the Host City; and
- (ii) upon the Member Association's or FIFA's request, establish direct communication of the Member Association or FIFA with all other competent local, regional or national governmental authorities in relation to all matters in connection with the preparation, hosting and staging of the Competition also in the Host City.

6. HOST CITY VISION STATEMENT AND HOST CITY DECLARATION

6.1 Host City Vision Statement

- (i) As part of the Bid, the Member Association has submitted to FIFA the Host City Vision Statement which outlines the Host City's vision and strategy as well as its related objectives in connection with the preparation, hosting and staging of the Competition also in the Host City, including how the Host City intends to leverage the event and to achieve the best possible effects and legacy for the Host City.
- (ii) The Host City Authority agrees and acknowledges that the Member Association will develop a detailed and comprehensive Member Association Hosting Vision and Strategy, integrating the Government Vision Statement and the vision and strategy statements of all host cities of the Competition, including the Host City Vision Statement. Upon request, the Host City Authority shall reasonably support such integration of the Host City Vision Statement.
- (iii) The Host City Authority shall ensure that any of its activities in connection with the preparation, hosting and staging of the Competition also in the Host City, including the delivery of any of its own obligations under this Host City Agreement, best-possibly reflect, and are aligned with, its vision and strategy as set out in the Host City Vision Statement.

In any case, the Host City Authority agrees and acknowledges, that the Host City's vision and strategy shall by no means affect the Host City's obligations under this Host City Agreement.

- (iv) The Host City Authority shall provide the Member Association, on a yearly basis, with written reports in such form and at such time as requested by FIFA and/or the Member Association on the status of the implementation of the Host City Vision and Strategy, outlining the progress made by the Host City Authority in achieving its objectives.

6.2 Host City Declaration

- (i) As part of the Bid, the Member Association has submitted to FIFA the Host City Declaration which demonstrates the support of the Host City Authority in connection with the preparation, hosting and staging of the Competition also in the Host City.
- (ii) The Host City Authority shall ensure that any of its activities in connection with the preparation, hosting and staging of the Competition also in the Host City, including the delivery of any of its own obligations under this Host City Agreement as well as the coordination of all Competition-related activities of the relevant local, regional or national governmental authorities as well as all non-public stakeholders in the Venue, best-possibly reflect, and are aligned with, the Host City Declaration.

In any case, the Host City Authority agrees and acknowledges, that the Host City Declaration shall by no means affect the Host City's obligations under this Host City Agreement.

7. HOST CITY PROMOTION

7.1 Host City Events

- (i) The Host City Authority 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 10 below, the Host City Authority 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;
 - Competition Design;
 - 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 Authority may not grant any marketing rights in relation to the Host City Events to any third party unless any such grant of rights is approved by FIFA. In any event, the Host City Authority agrees and acknowledges that any entities being competitors of any of the Commercial Affiliates may under no circumstances be granted any rights or opportunities in relation to any Host City Event.
 - d) Pursuant to Clause 8.13.2 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 Competition, to which the Host City Authority 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.

- (ii) The Host City Authority agrees and acknowledges that the organisation and staging of any Host City Event requires FIFA's prior written approval.
- (iii) By no later than 30 June 2023, the Host City Authority shall provide FIFA with an overall concept for the organisation, hosting 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 Authority 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 FIFA and/or the Member Association, the Host City Authority shall regularly provide FIFA and/or the Member Association 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 Authority.

7.2 Host City Poster

- (i) The Host City Authority shall be entitled to be involved in the design and creation of the Host City-specific design element contained in the Host City Poster for the Host City, in cooperation with, and in such manner as determined by, FIFA. The Host City Authority 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 Authority shall be entitled to use the Host City Poster as a Premium and to promote and communicate its status as Host City subject to, and in accordance with, the Host City Poster Guidelines. The Host City Authority 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 Authority shall ensure that any rights accrued for the Host City Authority or any third party directly or indirectly commissioned by the Host City Authority 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 Authority hereby irrevocably waives and shall ensure that any artist or further third party appointed, or in any other manner involved, by the Host City Authority 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 Authority (or any such artist or further third party) may have at any time in and/or to the Host City Poster, including any Host City-specific elements.
- (v) The Host City Authority 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 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.

7-3 Stadium Recognition

- (i) The Host City Authority shall, at no costs for the Host City Authority, be entitled to have its name incorporated in certain of the decoration material displayed in and around the Stadium in a manner and at a scope as determined by FIFA, at its sole discretion, provided that FIFA and the Member Association decide to develop such decoration material. The Host City Authority agrees and acknowledges that FIFA shall be entitled to define, at its sole discretion, the design and content of any such decoration material in order to maintain consistency with the Competition Design.
- (ii) In principle, the reference to the Host City will be in English language. However, the Host City Authority 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, including the Host City.

7-4 Official FIFA Website

- (i) The Host City Authority shall be entitled, at FIFA's costs, to be presented on the official FIFA website for the Competition, 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 Authority agrees and acknowledges that
 - a) the official FIFA website for the Competition 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 Competition and the final decision on any matter appearing on the official FIFA website for the Competition, 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 Competition.
- (iii) The Host City Authority 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.

7.5 Host City Website

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

7.6 Premiums

The Host City Authority 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 Authority shall also be governed by the terms and conditions to be set out in the Host City Premium Guidelines.

7.7 Host City Display

The Host City Authority shall be entitled to set up a display to promote and communicate its status as a host city of the Competition 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, at 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 Authority undertakes to

comply with any specific guidelines issued by FIFA for the set up and operation of the display at such areas.

7.8 Host City Publications

- (i) The Host City Authority 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 Competition in such manner as determined by FIFA, at its sole discretion. The Host City Authority 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 Authority agrees and acknowledges that the publications produced by, or on behalf of, the Host City Authority shall
 - 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).

7.9 FIFA / Member Association Promotional Events

- (i) FIFA and/or the Member Association, at their sole discretion, may conduct, 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 Competition, with the purpose of raising the awareness of the general public in relation to FIFA, the Member Association and the Competition.
- (ii) In this regard, the Host City Authority 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 Authority shall provide such support to FIFA and the Member Association as required by FIFA in accordance with specific guidelines to be released by FIFA at a later stage. Clause 8.1 below applies to the support to be provided by the Host City Authority for any such promotional events, activities and tours.

7.10 Tickets

Subject to the Ticket plan to be developed by FIFA, the Host City Authority shall be entitled to purchase a certain number of Tickets and Ticket products for the Matches staged 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 Authority 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.

8. HOST CITY SUPPORT

8.1 General Support

On FIFA's and/or the Member Association's request, the Host City Authority shall support and provide an appropriate level of assistance to FIFA and the Member Association in connection with the preparation, hosting and staging of the Competition also in the Host City, in particular in connection with the

- (i) organisation and staging of Matches in the Host City, including all operational matters on Match Days in the Venue;
- (ii) organisation and staging of any Competition-related Event hosted in the Host City. If requested by FIFA and/or the Member Association, such support and assistance shall include, at no cost to FIFA and/or the Member Association:
 - 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 as well as safety and security services;
 - c) support and assistance of FIFA and the Member Association for local promotional activities and measures in relation to the Competition-related Event; and
 - d) any other support and assistance as reasonably requested by FIFA and/or the Member Association in relation to the Competition-related Events prepared, hosted and staged in the Host City.

Further details of such support and assistance in connection with specific Competition-related Events organised 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; and

- (iii) identification and provision of necessary spaces and facilities required by FIFA and/or the Member Association 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, including any facilities used in the Host City as Volunteer Centre, Ticketing Centres and/or Accreditation Centres.

8.2 Stadium and Training Sites

8.2.1 Stadium

In connection with the use and operation of the Stadium for the Competition, the Host City Authority shall support and assist FIFA, the Member Association and the Stadium Authority in full compliance with this Host City Agreement, the 2026 FWC Hosting Requirements and as agreed in good faith between the parties in relation to the use and operation of the Stadium, including the provision of all spaces, facilities and infrastructure required.

8.2.2 Training Sites

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

The Host City Authority shall support and assist the Member Association and FIFA in connection with the selection process of such Training Sites for the Competition in such manner as requested by FIFA and/or the Member Association, 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 Authority.

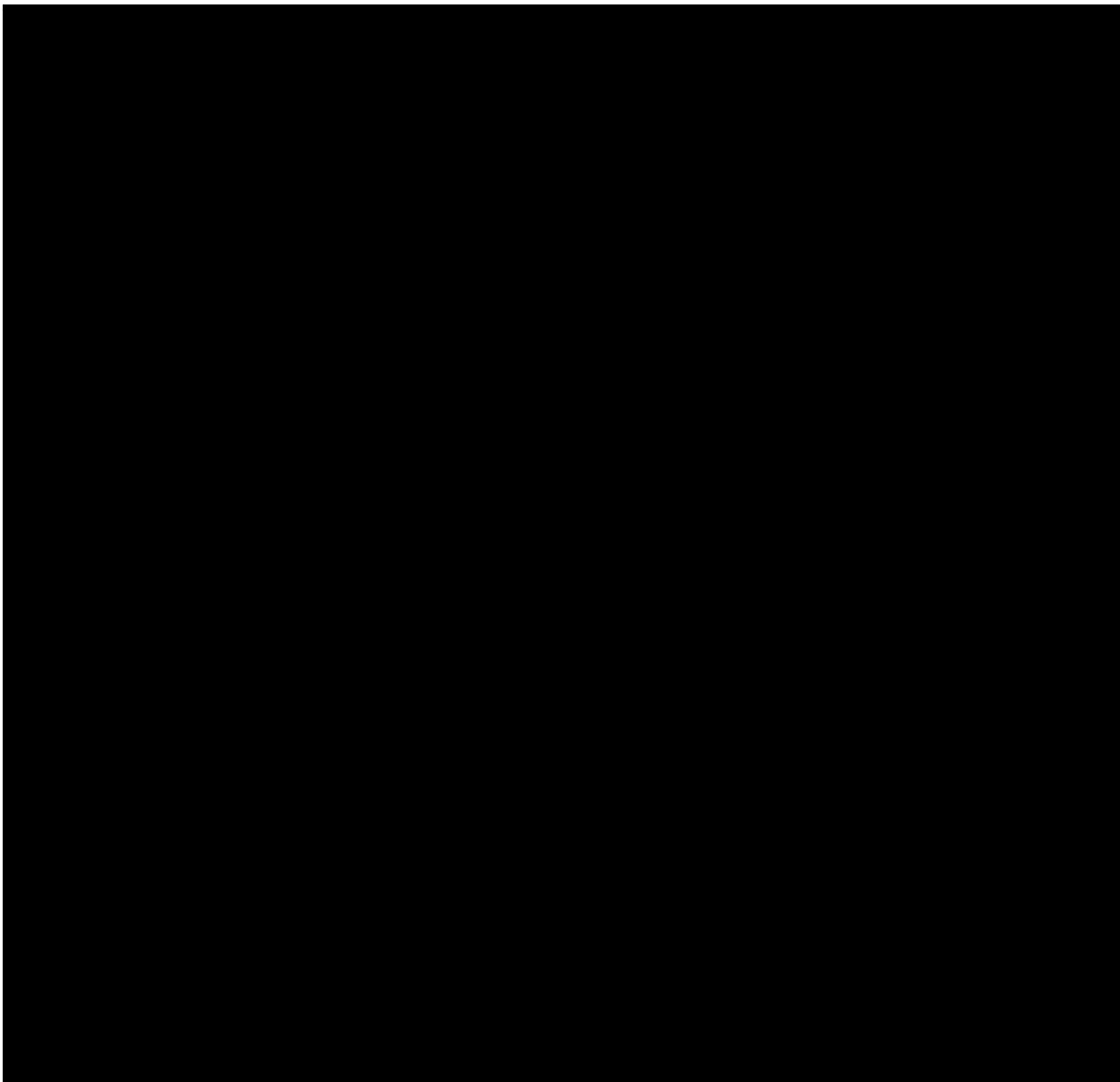
- (ii) In connection with the use and operation of a Training Site, the Host City Authority shall support and assist FIFA and the respective Training Site Authority in full compliance with this Host City Agreement, the 2026 FWC Hosting Requirements and as agreed in good faith between the parties in relation to the use and operation of the Training Site, including the provision of all spaces, facilities and infrastructure required.

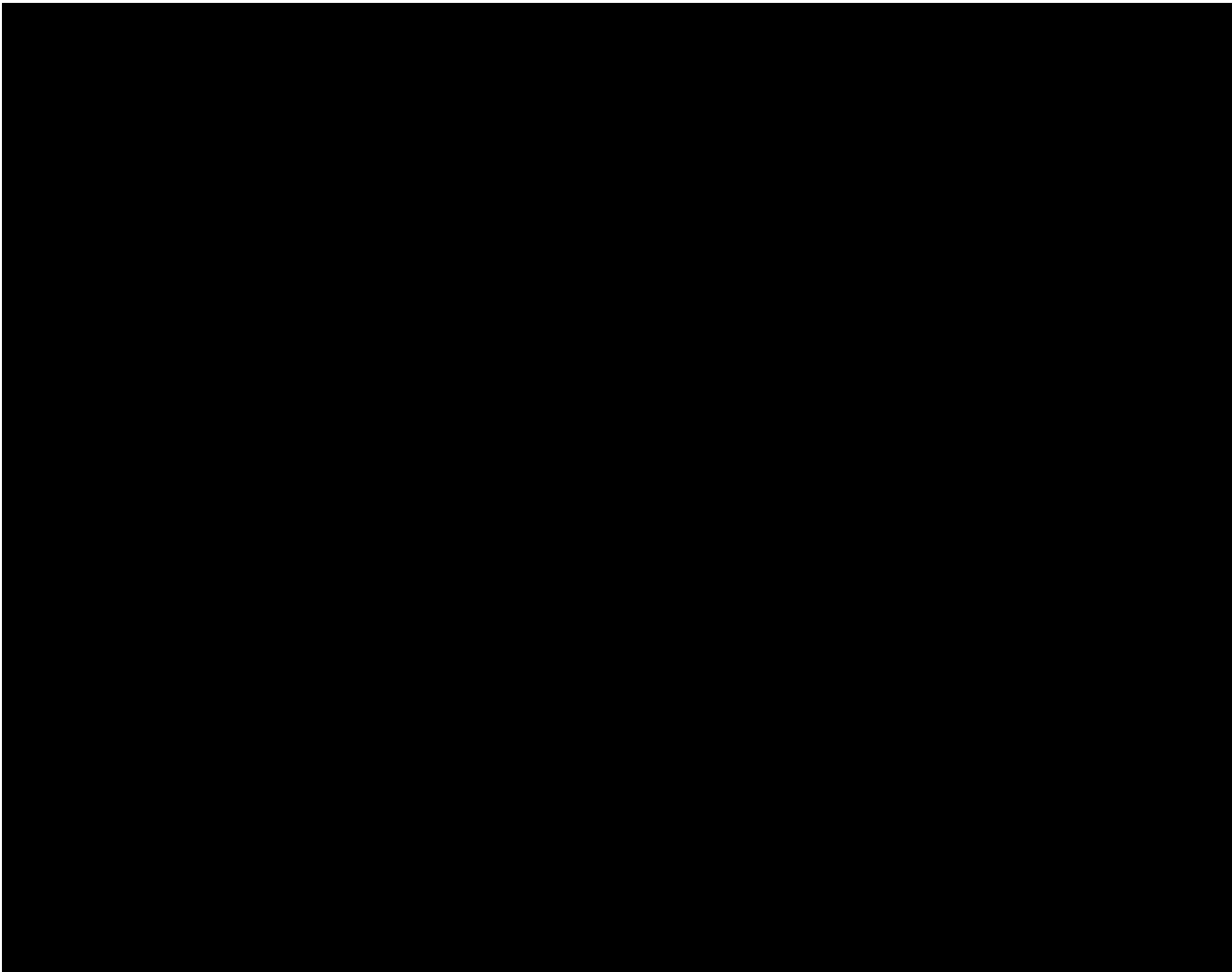
8.2.3 Stadium Names / Training Site Names

In respect of the names of the Stadium and the Training Sites to be used in relation to the Competition in the Host City, the Host City Authority:

- (i) agrees and acknowledges that FIFA will determine the official names of the Stadium and Training Sites for the Competition and change the name of the Stadium and the Training Sites for any purposes in relation to the Competition to any non-commercial name that it deems appropriate, without any reference to the naming rights sponsor, owner or user of the Stadium or the Training Sites (e.g. "2026 FIFA World Cup Stadium/Training Site [Host City]") for the entire term of this Host City Agreement;
- (ii) shall exclusively use itself, and shall seek to ensure that any competent local, regional or national governmental authorities in the Venue use, for any purposes in relation to the Competition the official names of the Stadium and any Training Site for the Competition as determined by FIFA, 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) shall not use, and shall seek to ensure that any competent local, regional or national governmental authorities in the Venue do 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 Competition for the entire term of this Host City Agreement; and
- (iv) shall ensure that any directional signage of the Stadium and any Training will only display the official name of the Stadium or the Training Sites for the Competition as determined by FIFA as of at least fourteen (14) days prior to the Opening Match, the first training session or any other official event of the Competition taking place in such Stadium or Training Site and be implemented in accordance with the official Competition Design.





8.4 Outdoor Media Reservation

8.4.1 General Principle

A major component of FIFA's Competition branding, communication and anti-Ambush Marketing strategy involves the use and acquisition of Outdoor Media, which is used by FIFA to install Competition branding (which may include recognition of the Commercial Affiliates) to create a festive atmosphere in the host cities of the Competition, including the Host City, 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.

8.4.2 Host City Authority Obligations

- (i) The Host City Authority shall secure and provide to FIFA, Outdoor Media at the locations in the Venue, and on such terms, as set out in in Annexe 2. Such Outdoor Media shall be secured and provided to FIFA for the period commencing two (2) weeks prior to the start of the Competition, during the Competition and until forty eight (48) hours after the last Match staged in the Host City.
- (ii) The Host City Authority shall further secure and provide to FIFA, Outdoor Media for the following Competition-related Events at such locations in the Venue, and on such terms, as set out in in Annexe 2, which shall be secured for the following time periods:

- a) one (1) week before the Preliminary Draw until forty eight (48) hours after the Preliminary Draw in the respective venue where the Preliminary Draw takes place, including at and around the Airport most closely connected to such venue;
- b) one (1) week before the Final Draw until forty eight (48) hours after the Final Draw in the respective venue where the Final Draw takes place, including at and around the Airport most closely connected to such venue;
- c) one (1) week before the Team Workshop until forty eight (48) hours after the Team Workshop in the respective venue where the Team Workshop takes place, including at and around the Airport most closely connected to such venue; and
- d) one (1) week before the FIFA Congress until forty eight (48) hours after the FIFA Congress in the respective venue where the FIFA Congress takes place, including at and around the Airport most closely connected to such venue.

8.5 Venue Dressing Programme

8.5.1 General Principle

FIFA will develop and establish a Venue Dressing Programme for each host city of the Competition, including the Host City, and each host city where a Draw or any other Competition-related Event is staged. Such Venue Dressing Programme will be established by FIFA on the following basis:

- (i) FIFA shall be responsible for:
 - a) developing the design of any material used for the Venue dressing material, which may include recognition of the Commercial Affiliates in a manner to be decided by FIFA;
 - b) developing the overall strategy for the Venue Dressing Programme;
 - c) selecting the locations and inventory used for the Venue Dressing Programme from such locations and inventory identified and proposed by the Member Association and/or the Host City Authority pursuant to Clause 8.5.1 (ii) below, including such inventory made available to FIFA as part of the Outdoor Media mentioned in Clause 8.4 above; and
 - d) producing any material used for the Venue Dressing Programme, such as banners, flags and posters; and
- (ii) the Member Association shall identify and propose locations and facilities used for the Venue Dressing Programme, which may, for the avoidance of doubt, include the Outdoor Media secured by the Host City Authority as referred to in Clause 8.4 above.

8.5.2 Host City Authority Obligations

- (i) The Host City Authority shall support the Venue Dressing Programme in such manner as contained in this Host City Agreement, as set out in detail in the 2026 FWC Hosting Requirements and as requested on this basis by FIFA and/or the Member Association. In particular the Host City Authority shall:
 - a) be solely responsible for the installation, maintenance and dismantling of any material used for the Venue Dressing Programme at any such locations as selected by FIFA and/or the Member Association within the Host City;
 - b) issue any necessary permits, concessions and licenses for the implementation of, including the installation of any material used for, the Venue Dressing Programme;
 - c) ensure that the Venue Dressing Programme material installed in the Host City may bear recognition of the Commercial Affiliates; and
 - d) legally assess and inform FIFA and the Member Association of any legal regulations or restrictions that may exist in the Host City in relation to the implementation of the Venue Dressing Programme.
- (ii) The Host City Authority shall be liable for any damages of FIFA, the Member Association or any third party caused by the installation, maintenance or the dismantling of the material used for the Venue Dressing Programme and shall, at its own costs, secure and maintain adequate insurance to cover:
 - a) all risk of any damages of FIFA, the Member Association or any third party caused by the installation, maintenance or the dismantling of the material used for the Venue Dressing Programme; and
 - b) all risks of loss or damage suffered by the Member Association and/or FIFA from the loss or damage of the material used for the Venue Dressing Programme.
- (iii) By no later than 31 December 2023, the Host City Authority shall submit to FIFA and the Member Association, for FIFA's prior written approval, a detailed plan how the Host City Authority will comply with its obligations in relation to the Venue Dressing Programme for the Competition and any Competition-related Event taking place in the Host City, including any relevant information and details on the required locations and inventory to be provided to the Member Association and FIFA.

8.5.3 Additional Venue Dressing by Host City Authority

- (i) The Host City Authority may develop and implement additional Venue dressing activities to create a festive and welcoming atmosphere in the Venue. In connection with any additional Venue dressing activities of the Host City Authority, the following shall apply:
 - a) The Host City Authority shall submit to FIFA and the Member Association, for FIFA's prior written approval, their proposed additional Venue dressing activities.

- b) The approved Venue dressing activities of the Host City Authority may use the Competition Design in such manner as approved by FIFA and shall best possibly be aligned with the Venue Dressing Programme to ensure a consistent Competition-related branding throughout the Venue.
 - c) The Host City Authority shall bear any and all costs and expenses incurred in connection with the development and implementation of their additional Venue dressing activities.
- (ii) The Host City Authority shall ensure that all additional Venue dressing activities by the Host City Authority approved by FIFA pursuant to Clause 8.5.3 (i) above are developed and implemented in full compliance and in accordance with this Host City Agreement and the approval given by FIFA.

8.6 Transport and Parking

8.6.1 General Principle

- (i) Transport in connection with the Competition comprises the Event Transport, transport infrastructure and general mobility in the Host Country.
- (ii) The Event Transport aims to ensure the transport and mobility of certain constituent groups involved in the preparation, hosting and staging of the Competition (which includes any Competition-related Events). The provision, control, management and operation of parking spaces at stadiums and other Sites forms an integral part of Event Transport. Event Transport does not include transport and general mobility of fans and other groups of people other than such constituent groups. FIFA will plan, develop and implement the Event Transport.
- (iii) Transport infrastructure and general mobility in the Host Country form part of the overall transport for the Competition and are a key component for the successful Event Transport. Event Transport will take into account transport infrastructure and general mobility in the Host Country, in particular transport infrastructure and networks specifically planned, improved or developed within each host city selected for the Competition or at a regional or national level in connection with the Competition, including the Host City.

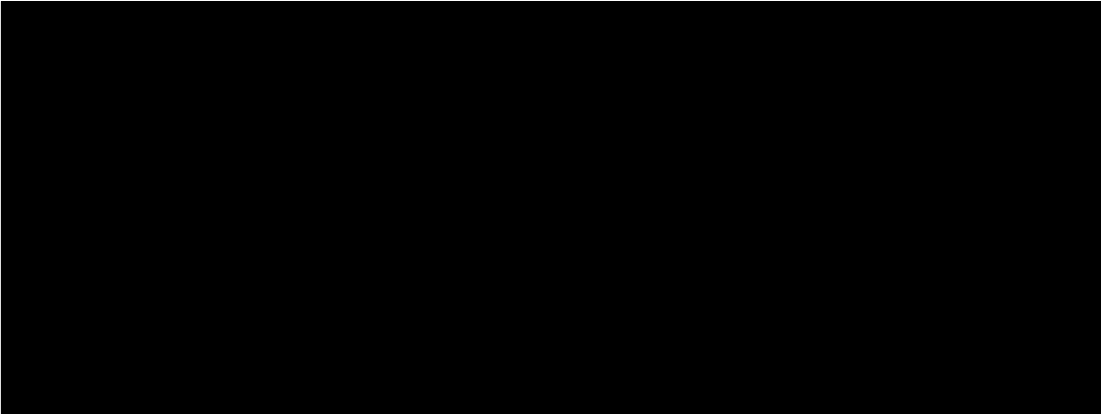
8.6.2 Support of Event Transport

The Host City Authority shall support, and shall seek to ensure that the Government, any further competent local, regional and/or national governmental authorities, the Airport Authority and further private stakeholders in the Venue (as applicable) support, Event Transport as contained in this Host City Agreement and as set out in detail in the 2026 FWC Hosting Requirements and as requested on this basis by FIFA and/or the Member Association. In particular, such support of the Host City Authority includes the following:

(i) Preferred Treatment Procedures

To the extent relevant for the Host City, the Host City Authority shall support the preferred treatment procedures for the entry to, and exit from, the Host Country to be available for the Team Delegation members, the FIFA Delegation members,

VIP/VVIPs, Referees and other individuals nominated by FIFA, including special immigration, customs and security procedures, such as VIP/VVIP gate pick-up, access to VIP/VVIP waiting rooms, special passport control procedures or assistance, VIP/VVIP luggage collection and VIP parking. This includes support of the FIFA Delegation members to access those sites to perform their duties.

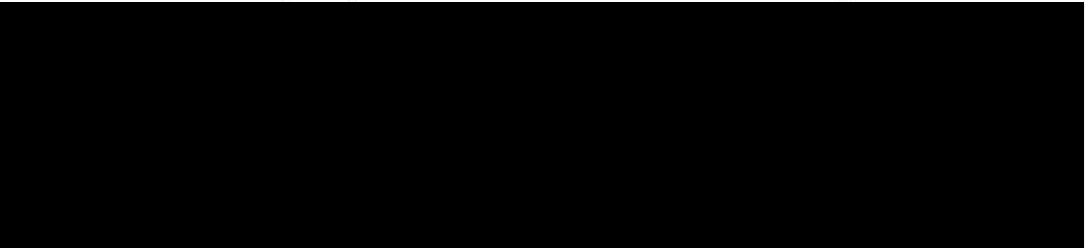


(iii) Public Transport

The Host City Authority shall ensure free public transport throughout the Competition Period for Accreditation Pass holders and Media Representatives within the Host City corresponding to the permits reflected in the Accreditation Pass, mainly from and to the Stadium, Airport(s), railway stations, hotels and other touristic areas as well as the location of the FIFA Fan Fest.

(iv) Signage in Public Areas

The Host City Authority shall support the Member Association with respect to its responsibility to ensure appropriate directional signage to the Sites at any relevant public areas to be determined by FIFA, which will be integrated into the signage of the Event Transport operation as referred to above in Clause 8.6.3 (ii) above.



8.6.3 Transport Infrastructure and General Mobility

(i) Integrated Transport Strategy and Concept

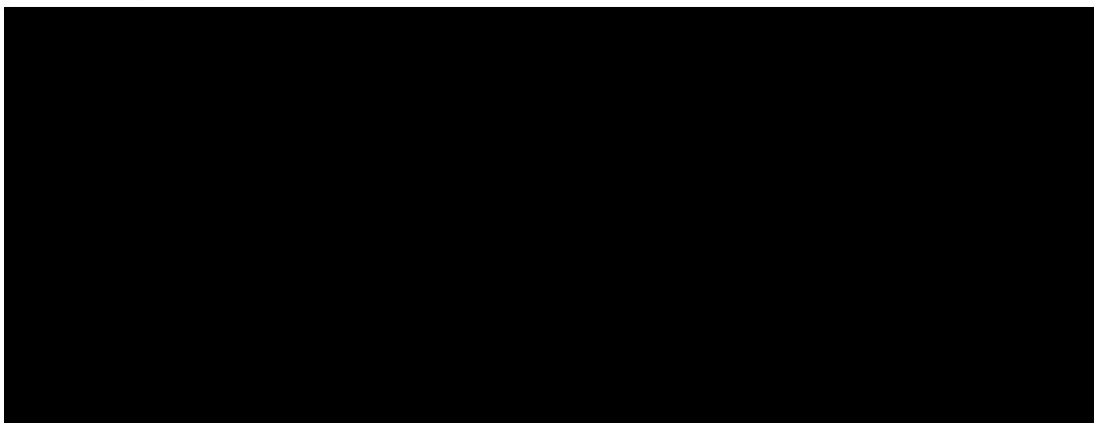
The Host City Authority shall support, and shall seek to ensure that any further competent local, regional and/or national governmental authorities, the Airport Authority and further private stakeholders in the Venue (as applicable) support, the Member Association with respect to its responsibility to elaborate and implement a comprehensive and integrated transport strategy and concept in connection with the Competition for the general mobility of fans and other groups of people in the Host Country, including in the Host City.

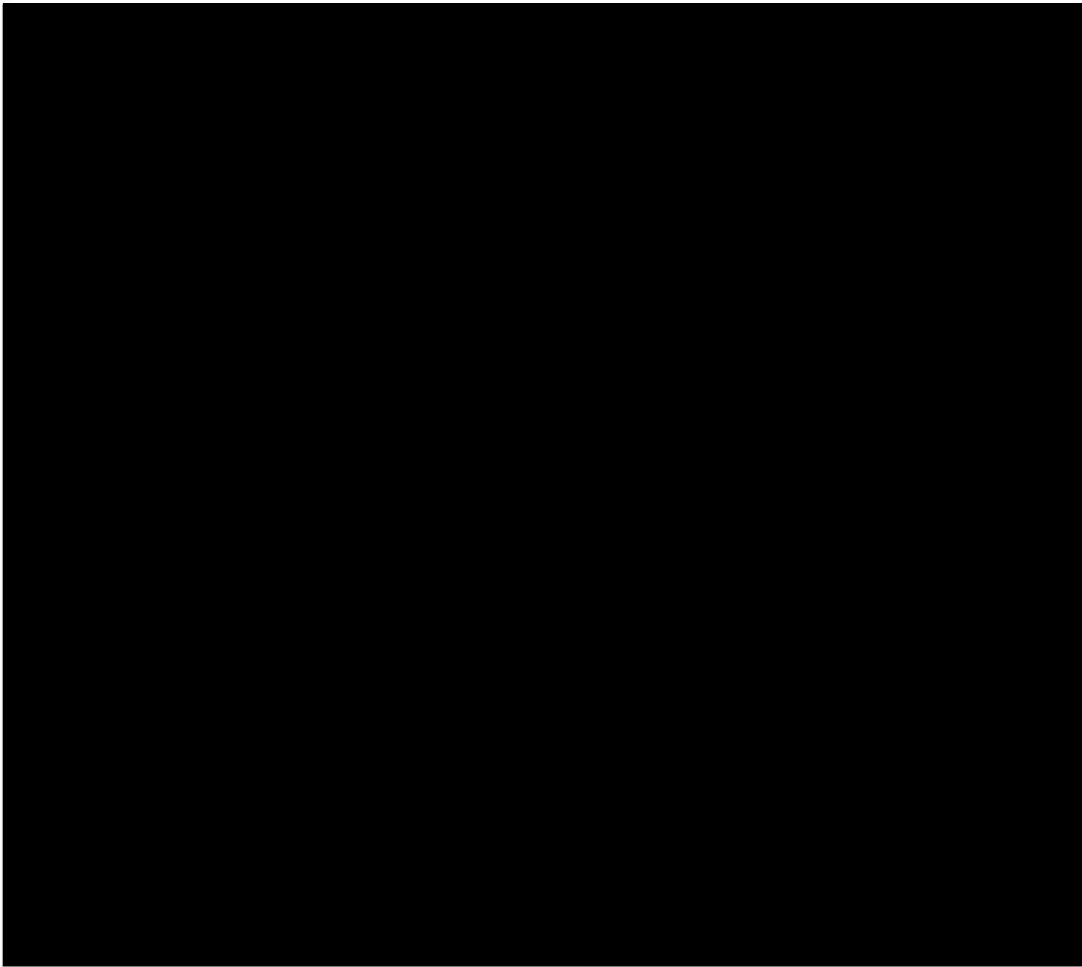
Such comprehensive and integrated transport strategy and concept for the Host Country will focus in particular on the following topics, also in relation to the Host City:

- a) entry and exit procedures into or from the Host Country;
- b) major transport infrastructures such as airports, railway stations and transport malls and integration of key transport stakeholders;
- c) transport in and between host cities selected for the Competition;
- d) special facilities and services for disabled spectators;
- e) free public transport on Match Days for Ticket holders within the host cities mainly from and to stadiums, airports, railway stations, hotels and other touristic areas as well as the locations selected for the FIFA Fan Fest;
- f) quality (e.g. fuel-efficient, modern and comfortable) and quantity (e.g. additional bus routes/lines and fleet number and capacity enhancement) of rolling stock and further means of transport in the Host Country;
- g) traffic management considering impact on background traffic (e.g. non-Competition-related traffic); and
- h) transport security, crowd management and general safety.

(ii) Host Country Mobility Concept

On the basis of the comprehensive and integrated transport strategy and concept pursuant to Clause 8.6.3 (i) above, by no later than 31 October, 2024, the Member Association will develop a mobility concept on the transport infrastructure existing, or planned to be existing during the Competition Period, in the Host Country with a specific focus on the host cities of the Competition, including the Host City, and important transport hubs, including a proposal for the roads and areas being part of the Official Routes. Such mobility concept shall contain such specifications and information as defined by FIFA and as set out in detail in the 2026 FWC Hosting Requirements.

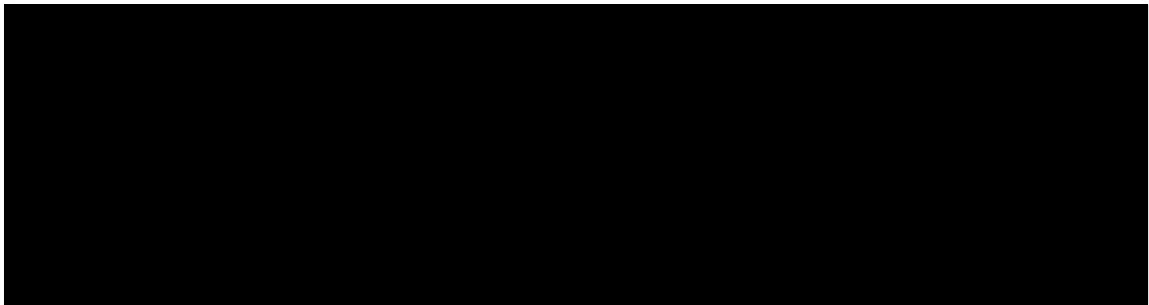
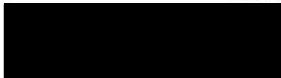




(iv) Public Transport Extended Operations

The Host City Authority shall ensure, and shall seek to ensure that the Government, any further competent local, regional and/or national governmental authorities, and further private stakeholders in the Venue (as applicable) ensure, that local, regional and national buses and trains connecting into the Host City and/or operating within the Host City itself:

- a) are fully operational on each Match Day; and
- b) continue to operate for a period of at least four (4) hours after the end of each Match staged in the Host City.



(vi) Combination-Ticket Agreement

The Host City Authority shall, in the name and on behalf of FIFA, enter into a combination-Ticket agreement with the local public transportation entity that allows any Ticket holder and Accreditation Pass 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 Authority, FIFA and the Member Association.

(viii) 2026 FWC Hosting Requirements

The Host City Authority shall fulfil any of its obligations with respect to transport infrastructure and general mobility in full compliance with the requirements as contained in this Host City Agreement, as set out in detail in the 2026 FWC Hosting Requirements and as requested on this basis by FIFA and/or the Member Association.

8.6.4 Parking Facilities

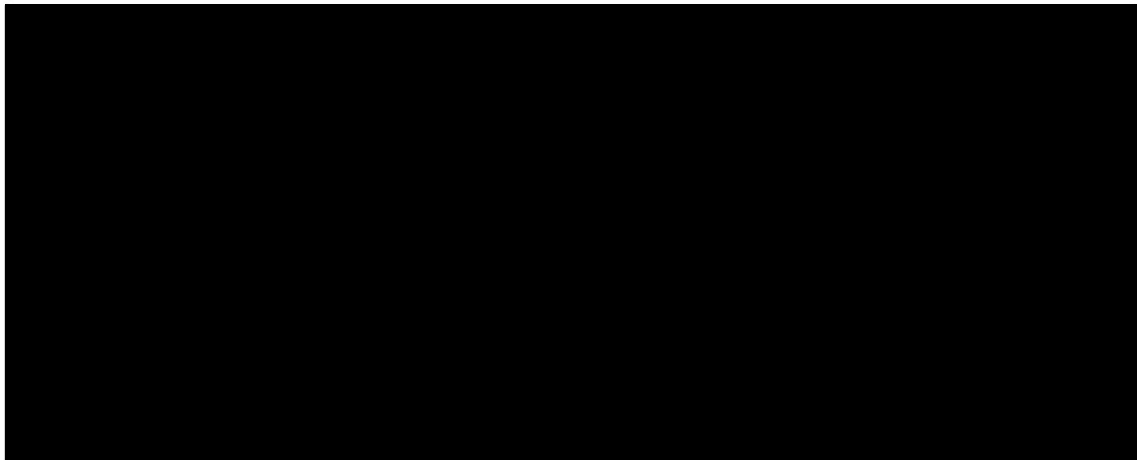
- (i) The Host City Authority shall support, and shall seek to ensure that the Government, any further competent local, regional and/or national governmental authorities, the Airport Authority and further private stakeholders in the Venue (as applicable) support, the Member Association with respect to its responsibility to ensure the availability of such number of parking facilities, including load zones and staging areas, at all Sites for the exclusive use for the Competition in accordance with such requirements as defined by FIFA and as set out in detail in the 2026 FWC Hosting Requirements.

- (ii) In this regard, the Host City Authority agrees and acknowledges that the Member Association:
 - a) shall provide separate parking facilities for buses and cars, including dedicated parking facilities for disabled people;
 - b) shall provide dedicated parking facilities for the Team Delegation members, the FIFA Delegation members, Referees, dedicated representatives of the Commercial Affiliates and Media Rights Licensees as identified by FIFA, Media Representatives, customers of the hospitality programme as well as other individuals nominated by FIFA; and
 - c) FIFA will allocate any available parking facilities to the individuals and groups entitled to use such dedicated parking facilities, taking into account the Site logistics, the access routes as well as the functions of such individuals and groups.
- (iii) With respect to the parking facilities at the Stadium, the Host City Authority shall, in close cooperation with the Stadium Authority, ensure that:
 - a) access from all parking facilities to the Stadium is possible without the crossing of the main traffic flows of the spectators; and
 - b) special access routes are available for the Team Delegations, key representatives of FIFA and the Member Association, VIP guests and further Competition officials, such as Media Representatives and representatives of the Commercial Affiliates and Media Rights Licensees.

8.7 Accommodation

8.7.1 General Support

Upon request by FIFA, the Host City Authority shall support, and shall seek to ensure that private Accommodation providers in the Venue support, FIFA in a manner to be agreed in good faith between FIFA and the Host City Authority, in respect of the procurement of sufficient inventory of appropriate Accommodation for the Accommodation User Groups in the Host City. This includes, in particular, the procurement by FIFA of specific hotels or further Accommodation providers in the Host City for the FIFA Headquarters, FIFA VIP Hotels, FIFA Venue Hotels, FIFA Congress Hotels, Team Hotels, hotels for the Referee Base Camp as applicable for the Host City and affordable accommodation (e.g. youth hostels or fan camps) for spectators.



8.8 Volunteer Programme

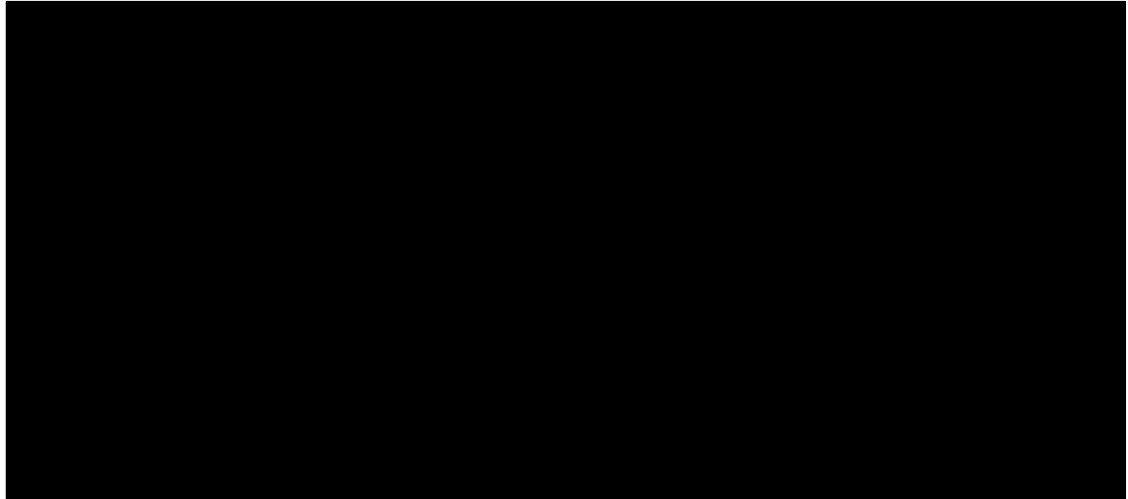
8.8.1 General Principle

- (i) FIFA will develop and implement the Volunteer programme and Volunteer governance structure for the Competition to be uniformly applied across all selected host cities, including the Host City. The Volunteer programme will include the allocation of Volunteers and operational management of the entire Volunteer programme.
- (ii) The Member Association will be responsible for the selection, recruitment and education of Volunteers, with a view to have at the disposal of FIFA, the Member Association and the 2026 FWC Entity resources at such number and quality typical for a Volunteer programme. The selection, recruitment and education of Volunteers will be planned, prepared and implemented by the Member Association in accordance with such requirements and objectives as defined by FIFA and as set out in detail in the 2026 FWC Hosting Requirements.

8.8.2 Host City Authority Obligations

- (i) The Host City Authority shall support, and shall seek to ensure that the Government, any further competent local, regional and/or national governmental authorities and further private stakeholders in the Venue (as applicable) support, FIFA and the Member Association within the Host City in respect of the Volunteer programme for the Competition, in particular by obtaining and/or granting the necessary permits, licenses and/or clearances to conduct the Volunteer programme, 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 Member Association and the Host City Authority (if any) in accordance with such requirements and objectives as defined by FIFA and as set out in detail in the 2026 FWC Hosting Requirements.
- (ii) The Host City Authority shall be entitled to have Host City-specific training programmes integrated into the Volunteer programme for the Competition.
- (iii) In addition to the Volunteer programme of FIFA the Host City Authority shall set an appropriate local volunteer programme with respect to its own activities relating to the Competition. The Host City Authority shall submit its proposal for the volunteer

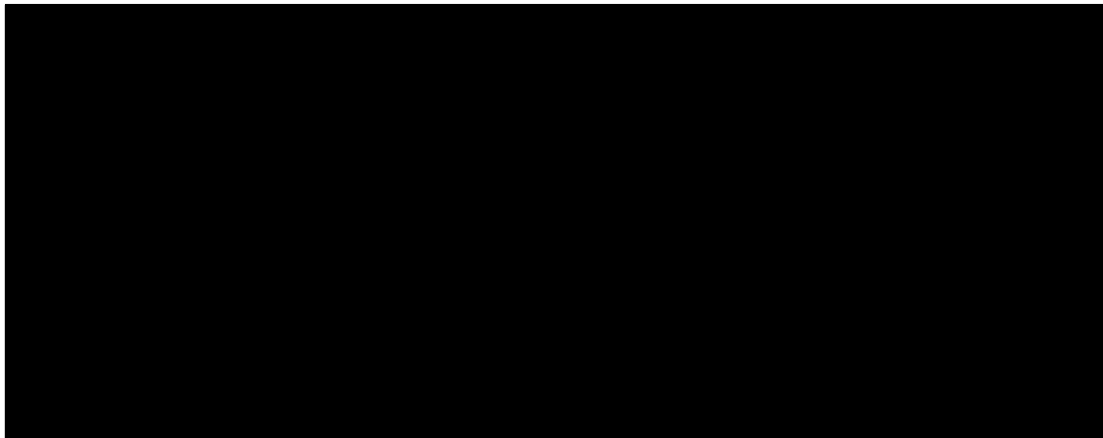
programme to the Member Association and/or FIFA, for their prior written approval, in particular with regards to the uniforms and other equipment of the volunteers.



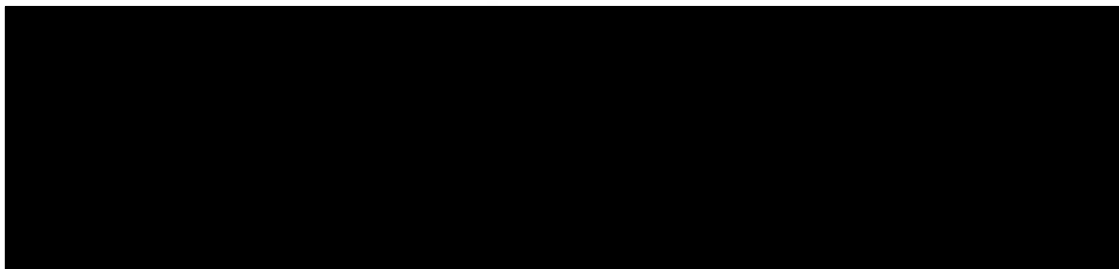
the competition.

8.9.2 Host City Authority Obligations

(i) General Support



(ii) Safety and Security Strategy and Concept



(iii) Safety and Security Cooperation

(iv) Fulfilment

8.10 Fire Protection and Medical Services

- (i) The Host City Authority shall support, and shall seek to ensure that the Government, any further competent local, regional and/or national governmental authorities and further private stakeholders in the Venue (as applicable) support, the Member Association with respect to its responsibility for the creation and implementation of a comprehensive and integrated medical service operation in the Host City free of any charge for the Member Association and FIFA in full compliance with the requirements as contained in this Host City Agreement, in accordance with the 2026 FWC Hosting Requirements and as requested on this basis by FIFA and/or the Member Association.
- (ii) With respect to the hosting and staging of the Competition also in the Host City, the Host City Authority shall:
 - a) adopt all general fire protection and medical service measures as well as other protection measures;
 - b) pass the necessary municipal ordinances and by-laws to fully implement any arrangements for the fire protection and medical service measures; and
 - c) provide any such support and assistance as may be requested by the Government or any further competent local, regional and/or national governmental authorities.

Any such general 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 Competition 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 Authority in this respect shall be agreed between the parties at a later stage.

8.11 FIFA Fan Fest

8.11.1 General Principle

- (i) In order to ensure broad access to the Competition, and to provide a safe, secure and entertaining environment, for the inhabitants of the Host City and the visitors of the Host Country, FIFA may, with the support of, and/or together with, the Host City Authority, organise, or support the organisation of, a FIFA Fan Fest in the Host City, in full compliance with this Clause 8.11 and in accordance with the 2026 FWC Hosting Requirements.
- (ii) The Host City Authority 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 inform the Host City Authority by no later than 31 December 2023.
- (iii) Without limiting the foregoing, it is intended that the FIFA Fan Fest will take place in every host city of the Competition, including in the Host City, on the basis of the following parameters:
 - a) taking place on each day of the Competition;
 - b) allowing entry free of charge to the spectators;
 - c) providing a live-broadcast of all Matches;
 - d) offering food and beverage and merchandise availability;
 - e) being staged within a fenced and secured area;
 - f) being the only public viewing event endorsed and authorised by the Host City Authority; and
 - g) providing a stage of a dimension which allows entertainment programme by the Host City Authority, the Member Association, FIFA and/or the Commercial Affiliates or any other third party identified by FIFA.

8.11.2 FIFA Fan Fest Event Manual

FIFA will provide the Host City Authority at a later stage, but the latest on 31 May 2024, with the final version of 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 Authority agrees and acknowledges to fully comply, at its own costs, with any requirements contained in the FIFA Fan Fest Event Manual.

8.11.3 Host City Authority Support

- (i) The Host City Authority 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 contained in this Host City Agreement, as set out in detail in 2026 FWC Hosting Requirements and the FIFA Fan Fest Event Manual or as further required by FIFA at a later stage. Such definition of the support of the Host City Authority by FIFA shall be done on the basis of the final FIFA Fan Fest Event Manual.
- (ii) As part of the final FIFA Fan Fest concept, FIFA will define the exact roles and responsibilities of FIFA and the Host City Authority 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 Authority in the FIFA Fan Fest Event Manual.
- (iii) The Host City Authority agrees and acknowledges that FIFA shall have the right to request the Host City Authority to be the organiser of, or to appoint a 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 8.11 and the FIFA Fan Fest Event Manual.
- (iv) Regardless of the final FIFA Fan Fest Event Manual, in any event the Host City Authority shall, at its own costs, fully comply with the FIFA Fan Fest Event Manual and provide the following support for the planning, organisation and implementation of the FIFA Fan Fest:
 - a) based on the two (2) locations proposed by the Member Association and the Host City Authority as part of the Bid, by no later than 31 May 2023, 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 Authority 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 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, Wi-Fi connectivity, 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.

8.11.4 General Conditions

The Host City Authority 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;
- (iii) FIFA may grant, or may authorise the Host City Authority 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;
- (v) the entity appointed by FIFA as the official retailer for official licensed products for the Competition 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 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 Authority, the Member Association and FIFA for the FIFA Fan Fest, which shall be based on the official Competition Design;
- (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.

8.11.5 Commercial Rights

The Host City Authority agrees and acknowledges that FIFA retains the right to exclusively exploit, directly or indirectly, in perpetuity, in any manner, without any restriction, and on a world-wide basis any and all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial and other rights and opportunities in relation to the FIFA Fan Fest.

8.11.6 Allocation of Budget / Revenues

- (i) As part of the overall Competition budget to be established by the Host City Authority, the Host City Authority 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 Authority 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 Authority 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 Event Manual.

8.11.7 Other Public Viewing Events

The Host City Authority agrees and acknowledges that the FIFA Fan Fest shall be the only official public viewing event in relation to the Competition within the Host City. If required for security or other operational reasons and approved by FIFA in writing, the Host City Authority 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 Authority shall, in particular, adopt the necessary safety and security measures for such other official public viewing event.

8.12 Promotion, Public Relations and Publications

8.12.1 General Principle

The Host City Authority agrees and acknowledges that an appropriate promotion of the Competition on a nationwide, regional and local level, including the Host City, is a key component of the successful hosting and staging of the Competition in the Host Country. By no later than 31 May 2023, the Host City Authority shall submit to the Member Association and/or FIFA, for their prior written approval, a communication plan, taking into account the specific requirements described in this Clause 8.12 below.

8.12.2 Promotion of the Competition

- (i) The Host City Authority shall actively promote the Competition locally with the purpose of raising the awareness of the Competition, FIFA and the Member Association within the local population well in advance of the start of the Competition. In particular, the Host City Authority shall:
 - a) stage and organise promotional activities in the Host City which shall form part of the Host City Events described in Clause 7.1 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 Member Association to promote the Competition.
- (ii) The Host City Authority shall support and assist, and shall seek to ensure that the Government and any further competent local, regional or national governmental authorities in the Venue support and assist, the Member Association and FIFA in their activities and events organised for the promotion of the Competition in accordance with a public relations concept for the Competition which will be developed by FIFA at a later stage. In particular, the Host City Authority shall support:
- a) all local promotional activities of FIFA and the Member Association by, for example, ensuring the presence of Host City representatives at events, the provision of facilities for promotional events and activities prior to and during the Competition pursuant to Clause 8.1 above; and
 - b) any promotional initiatives by the Member Association 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 Authority, unless otherwise specifically approved in writing by FIFA, such approval to be given or withheld, at its sole discretion.

8.12.3 Public Relations

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

- (i) coordinate with FIFA and the Member Association any public statements, as well as any of its public and private press briefings;
- (ii) comply with any communication guidelines in relation to the Competition, FIFA, the Member Association and/or the Host City;
- (iii) agree with FIFA and the Member Association on the timing, form and content of any public announcement, statement and/or public and private press briefings in relation to the Competition or the status of the Host City as a host city of the Competition;
- (iv) ensure that, in particular in connection with the selection of the host cities for the Competition, 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 Competition and the selection of other host cities which may negatively reflect upon the other host cities, the Member Association, the Commercial Affiliates and/or FIFA; and
- (v) refer to the Competition 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

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title is properly promoted and used in any communications conducted by the Member Association.

8.12.4 Publications

The Host City Authority agrees and acknowledges:

- (i) that FIFA shall have the right to develop the overall strategy and concept for all publications and other print material (whether print or electronic) issued in relation to the Competition (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 Competition 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 Competition and to fully comply with the Host City Publication Guidelines.

8.13 Spectator Services

8.13.1 General Principle

- (i) The objective of spectator services is the optimal coordination of various operational aspects for any individuals, or group of individuals, that are attending Matches or forming otherwise part of the Competition, with a special focus on Ticket Holders.
- (ii) The Host City Authority and other related authorities have a mayor role not only to ensure the smooth operations for the spectators, but to help creating a lifetime experience and good memories of the Competition and the Host City.
- (iii) The spectator services shall take into consideration all aspects of the Competition, in particular the Stadium attendance and related logistical aspects, such as travel, Accommodation, entertainment, safety and security as well as Ticketing, but shall not include the specific operations of spectator-related functional areas itself.
- (iv) The spectator services shall not comprise the provision of any services specifically provided to certain special Ticket Holder groups, such as VIP/VVIPs and/or Media Representatives.

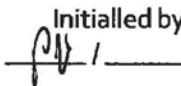
8.13.2 Host City Authority Obligations

- (i) The Host City Authority shall create a spectator services unit to coordinate all aspects and related services of a spectator journey in the Host City from the arrival to departure, in particular taking into consideration all logistical aspects, such as transport sufficient accommodation, entertainment, security and an integrated communication platform for spectators.

- (ii) The Host City Authority shall, in coordination with other related authorities, support spectator services in relation to the Competition by creating a:
 - a) high quality and positive experience through a seamless and efficient end-to-end spectator experience;
 - b) comfortable, accessible and safe environment; and
 - c) feeling of being welcomed, considered, informed and updated throughout before, during and after the Competition
- (iii) The Host City Authority shall create sufficient points of information at strategic spots related to the Competition in the Host City, which may also make use of Volunteers as part of the Volunteer programme pursuant to Clause 8.8.2.
- (iv) The Host City Authority shall consult and coordinate with the Member Association and FIFA before, during and after the Competition, to ensure the integration of the Government and other local, regional or national governmental authorities in the Host Country, Stadium Authorities in all of FIFA's operations related to the Competition, in particular the Stadium attendance and logistical aspects, such as transport, Accommodation, entertainment, security.
- (v) The Host City Authority shall consult and coordinate with other operational stakeholders, before, during and after the Competition, to ensure the integration of the Government and other competent local, regional or national governmental authorities in the Host Country, Stadium Authorities, Airport Authorities, transport authorities, law enforcement and security authorities and further involved third parties to the extent such entities are required to provide:
 - a) any support or services in relation to any functional areas relevant for the spectators; and
 - b) appropriate services to disabled people and people with limited mobility in a manner meeting all related legal requirements in relation to any functional areas relevant for the spectators.
- (vi) On Match Days, in order to ensure a high quality and positive experience through a seamless and efficient end-to-end spectator experience, the Host City Authority shall ensure the full support of the Stadium Authority to establish and operate a pedestrian flow system and a spectator information and guidance system, including Stadium spectator service points at suitable locations in close proximity to the Stadium. In particular, the Host City Authority shall be responsible to ensure all spectator-related operations for the "last mile", meaning the walkway between the Stadium transport hubs and the access to the Stadium.

8.14 Outside Presentation Studios

- (i) Upon request by FIFA and/or the Member Association, the Host City Authority shall provide FIFA and/or the Member Association with access to an iconic public location within the Host City where FIFA shall be entitled to install and operate outside presentation TV studios and announcer platforms with an elevated view of

Initialed by


the location during the entire Competition Period. Such proposed locations shall comply with the requirements as as set out in detail in the 2026 FWC Hosting Requirements.

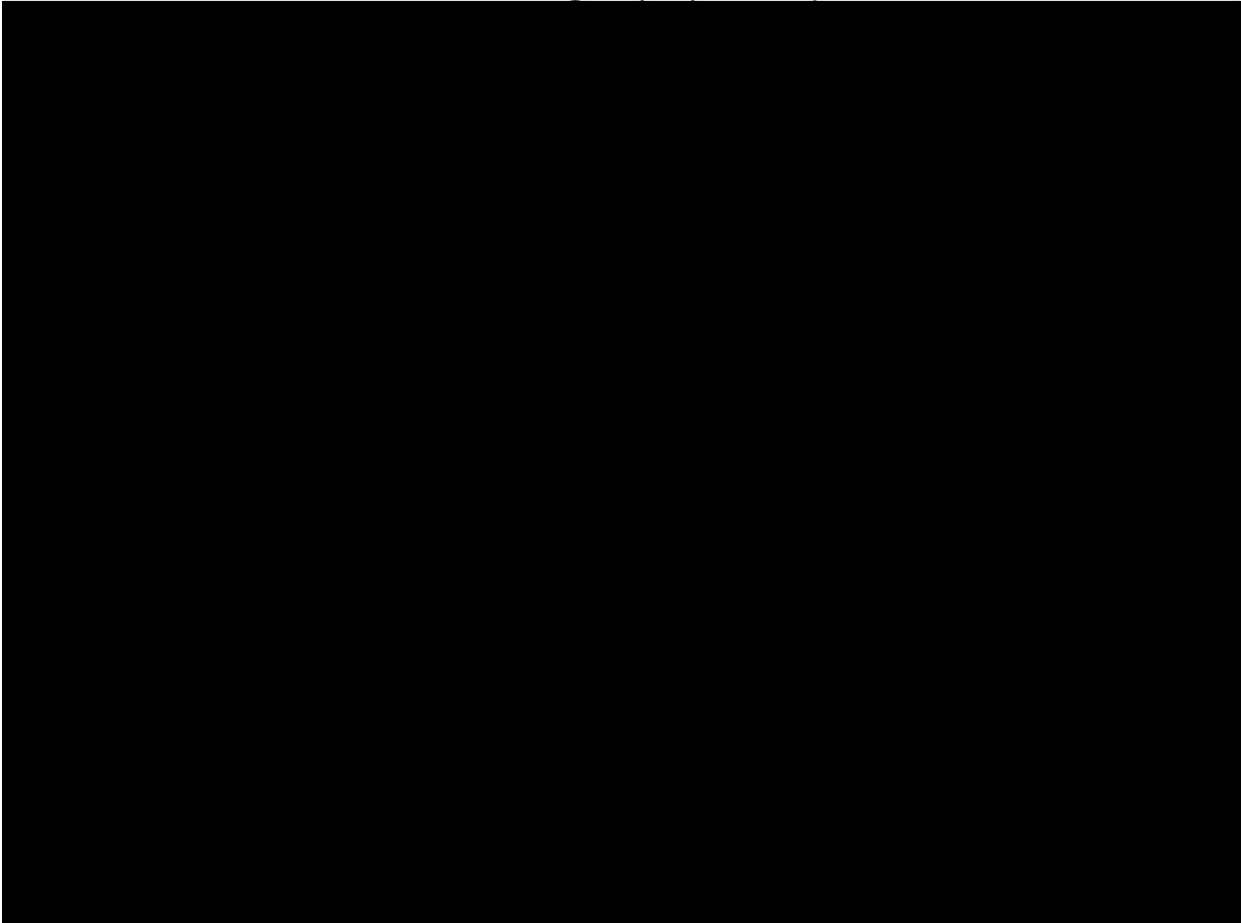
- (ii) The Host City Authority shall, to the extent permitted by applicable laws and regulations, issue to FIFA and/or the Member Association all applicable and relevant decrees, licenses, permits, grants, orders, decisions and other acts on a municipal level in the Host City as may be required to ensure that FIFA and/or the Member Association may install and operate the outside presentation TV studios and announcer platforms at the selected locations.

8.15 Integration of Commercial Affiliates

8.15.1 Host City Events / Publications

The Host City Authority shall integrate the Commercial Affiliates:

- (i) at all Host City Events in accordance with the Host City Event Guidelines and in such manner as requested by FIFA in accordance with Clause 7.1 above; and
- (ii) on any publications and other print materials of the Host City Authority issued in relation to the Competition referred to in Clause 8.12 above, in particular by using the Commercial Affiliates logo strip as provided by FIFA.



8.16 Protection and Enforcement of Rights

8.16.1 Introduction

- (i) The Host City Authority 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 Authority agrees and acknowledges that FIFA will further develop and manage a global Brand 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 Competition, 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 Competition;
- c) the prevention of the unauthorised transfer, resale or use of Tickets by third parties;
- d) the creation and development of an on-site strategy to protect the Competition and Competition-related Events in the Host Country and each host city, including the Host City, in coordination with the Member Association and with other relevant national and local authorities; and
- e) the creation and establishment of a national rights protection committee, co-chaired by FIFA and the Member Association, which shall consist of senior representatives of the relevant national authorities in the Host Country, 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.

8.16.2 Host City Obligations

(i) No Ambush Marketing Activities

The Host City Authority 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 Member Association and/or the Competition.

(ii) Brand Protection Programme

- a) The Host City Authority agrees and acknowledges to actively cooperate with FIFA in relation to the implementation of the Brand Protection Programme, which includes ticketing enforcement activities, to ensure, to the fullest extent possible, the effectiveness of the Brand Protection Programme in the Host City and the adequate protection of the Competition, including the Competition-related Events located within the Host City, against Ambush Marketing activities. In particular, the Host City Authority 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 to and during the Competition Period in the Host City.
- b) In the event the Host City Authority becomes aware of any infringement, such as an unauthorised use of the Competition Marks, FIFA Marks or any Ambush Marketing activities, the Host City Authority 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 30 June 2023, the Host City Authority shall appoint one (1) competent staff member, preferably a member of the Host City Authority's legal, advertising or licensing department, to assist FIFA and the Member Association in the implementation of the Brand Protection Programme in the Host City, which includes ticketing enforcement activities, and to serve as primary local contact for all communications between the Host City Authority, FIFA and the Member Association in respect of the Brand Protection Programme.
- b) The Host City Authority shall notify FIFA and the Member Association in writing immediately following such appointment of the internal reporting lines.
- c) The staff appointed by the Host City Authority 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 Member Association on a quarterly basis, and as of six (6) months prior to the Competition until the Final Match, on a monthly basis, or at any time upon request by FIFA.
- d) The staff appointed by the Host City Authority 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 Authority shall notify FIFA and the Member Association by way of the standard infringement notification form as set out in Clause 8.16.2 (ii) b) above, of any infringement, such as an unauthorised use of the Competition Marks, FIFA Marks or any Ambush Marketing activities it becomes aware of;
- f) The Host City Authority shall organise and conduct, in conjunction with FIFA and the Member Association, public information initiatives (such as workshops, seminars and public information sessions) regarding the special rules connected to the Brand 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 Authority 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 Competition.

g) By no later than 31 December 2023, the Host City Authority shall provide FIFA with a written analysis report, to be issued by the competent Host City counsel, describing in detail a:

- high-level summary of the legal framework applicable in the Host City for the protection and enforcement of all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competition pursuant to Clause 8.16.1 above; and
- list of all special laws, by-laws, regulations and ordinances which are to be enacted on the municipal level to ensure the protection and enforcement of all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competition pursuant to Clause 8.16.1 above.

h) By no later than 31 December 2023 the Host City Authority shall enact, in close consultation with FIFA and the Member Association, 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 Authority acting in close coordination with FIFA, to immediately confiscate any materials and/or halt any activities which constitute an act of Ambush Marketing.

(iv) No Association of Service Providers

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

In the event that any service provider appointed by, and/or other contractual partner of, the Host City Authority publishes or makes any public or other statements, or conduct any activities, in relation to, the nature of its relationship with the Host City Authority, and conducts any other activities which, in FIFA's opinion, create an association between such entity and/or its products or services, and FIFA, the Member Association and/or the Competition, the Host City Authority 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 agreement with the entity with immediate effect and adopt all other necessary actions against the entity.

(v) Airspace

The Host City Authority 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 Authority shall cooperate 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.

8.17 General Legal and Administrative Support

8.17.1 General Infrastructure Support

The Host City Authority shall provide reasonable support and assistance to the Government and further competent local, regional or national 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 Competition also in the Host City, in particular any such infrastructure, equipment, utilities and services to be provided by the Government and further competent local, regional or national governmental authorities as part of the implementation of the Government guarantees given to FIFA.

8.17.2 Municipal Permits and Concessions

The Host City Authority shall, to the extent permitted by applicable laws and regulations, issue to FIFA, the Member Association and any third party appointed by FIFA or the Member Association, in relation to their activities within the Host City in connection with the Competition, 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 Member Association or any third party appointed by FIFA or the Member Association, may comply with their obligations, and exercise their rights, in connection with the hosting and staging of the Competition also in the Host City, including by handling the processes for issuance of permits, concessions and licenses for the erection of temporary facilities in a timely appropriate and accelerated manner.

8.17.3 Retail Opening Hours

The Host City Authority shall ensure that all bars, restaurants and shops situated within the Host City are granted the necessary permits, concessions and/or licenses:

- (i) for late night opening, at a minimum, on each Match Day; and
- (ii) to trade or operate without any opening time restrictions applicable, at a minimum, on such Match Days in the event that a Match staged in the Host City is played on a restricted trading day.

8.17.4 Ticket Sales

- (i) The Host City Authority shall locally support FIFA and the Member Association in connection with the sale and promotion of Tickets, in particular by providing and preparing rooms and facilities in the Host City to set up the Ticketing Centre or any

other Ticketing facilities for the sale and/or distribution of Tickets or to otherwise provide support for the local sale of Tickets subject to FIFA's and the Member Association's requirements. Any such rooms and facilities shall meet the requirements as set out in detail in the 2026 FWC Hosting Requirements, including in particular the equipment 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). Any costs and expenditure relating to the provision and preparation of rooms and facilities, including rental, leasing and similar costs, shall be solely borne by the Host City Authority. FIFA and the Member Association 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.

- (ii) In the event that the Host City Authority procures any such rooms and facilities from a third party, the Host City Authority shall enter into such rental agreements with such third party ensuring the provision and preparation of the rooms and facilities to FIFA and the Member Association pursuant to Clause 8.17.4 (i) above.

8.17.5 Member Association Office Facilities

In order to host and stage the Competition also in the Host City, FIFA and/or the Member Association may, reasonably in advance of the Competition, establish branch offices in all host cities of the Competition, including the Host City. The Host City Authority shall support FIFA and the Member Association in connection with the establishment and operation of such branch office in the Host City as follows:

- (i) By no later than 31 May 2023 or at such earlier date as requested by FIFA and/or the Member Association, the Host City Authority shall provide FIFA and the Member Association, free of any 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 hosting and staging of the Competition also in the Host City and in compliance with the space, location and timing requirements as set out in detail in the 2026 FWC Hosting Requirements or as notified to the Host City Authority by FIFA or the Member Association
- (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 Member Association office facilities shall be sourced from the relevant Commercial Affiliate pursuant to Clause 8.13.2 above.
- (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 Authority. FIFA and the Member Association 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.

8.17.6 Commercial Display

FIFA and the Member Association will provide the Commercial Affiliates with the opportunity to set up a Commercial Display, an area which is intended to be located within the Inner or Outer Stadium Perimeter. However, in case the premises of the Stadium may not provide sufficient space for such Commercial Display, the Host City Authority shall, in such manner and as required by FIFA, make available to FIFA and the Member Association during the Competition Period an adequate area of a size (which may be up to two-thousand five hundred square metres (2,500 m² as requested by FIFA) as close as possible to the Outer Stadium Perimeter for the purposes of 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).

8.17.7 Other Major Events

The Host City Authority shall ensure that:

- (i) no other major sporting event, other than the Competition, is staged in the Host City for a period starting seven (7) days prior to the Opening Match and ending seven (7) days after the Final Match;
- (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 Competition; 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 or opening ceremony taking place at a day prior to the Opening Match and ending one (1) day after a Match Day.

8.17.8 Power and Cleaning

The Host City Authority 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 Authority to the Member Association 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 Authority shall provide any such systems and services in such manner and as requested by FIFA and/or the Member Association, free of charge.

8.17.9 Host City Beautification

The Host City Authority 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, Airports, main train stations as well as further public transportation sites, such as bus and metro stations.

8.18 International Broadcasting Centre

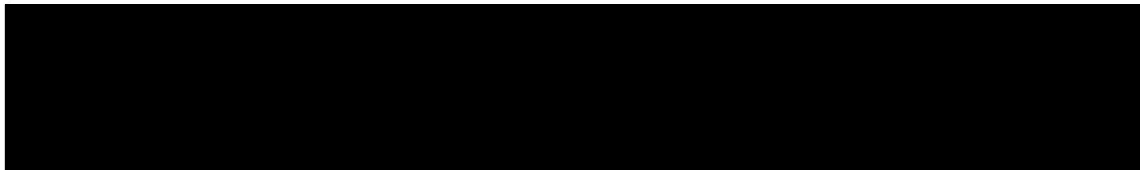
In the event that the international broadcasting centre (IBC) is chosen to be located in the Host City, the Host City Authority shall support and assist FIFA and the Member Association in the establishment of the IBC in full compliance with this Host City Agreement, the 2026 FWC Hosting Requirements and as agreed in good faith between the parties, in particular with respect to the selection of the location.

9. COMMERCIAL RIGHTS

9.1 Ownership of Rights

The Host City Authority agrees and acknowledges that:

- (i) as the founder of the Competition and as the 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 Competition, 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 relation to the Competition (which includes any Competition-related Events), whether existing or created in the future;
- (ii) FIFA retains the right to exclusively exploit, directly or indirectly, in perpetuity, in any manner, without any restriction, and on a world-wide basis any and all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial and other rights and opportunities in relation to the Competition which includes any Competition-related Events, whether existing or created in the future, including the right to create Competition Marks;



- (iv) it shall not by itself exploit, or grant or purport to grant to any third party the right to exploit, directly or indirectly, any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities in relation to the Competition (which includes any Competition-related Events);

- (v) it shall refrain from any, direct or indirect, activity which may result in the infringement of, or unfair competition with, any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities in relation to the Competition (which includes any Competition-related Events) or FIFA; and
- (vi) no third party which has not been authorised by FIFA may conduct any activity which may give rise to any association between such party and the Competition (which includes any Competition-related Events) or FIFA or which, directly or indirectly, exploits in any manner the goodwill or image of the Competition.

9.2 Transfer and Proof of Rights

- (i) To the extent that any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof) may result in any of the Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition as described in Clause 9.1.1 above falling under the ownership and/or control of the Host City Authority, the Host City Authority hereby unconditionally waives, pledges and assigns and/or transfers to FIFA with immediate effect with full title guarantee in perpetuity and without any restriction any Media Rights, Marketing Rights, Intellectual Property Rights or any other present or future commercial or other rights and opportunities, including any title and interest in, and to, the Competition) as described in Clause 9.1.1 above for FIFA's unfettered exploitation, and waives any and all claims to, directly or indirectly, exercise and/or exploit any of such rights and opportunities itself, or to grant to any third party the right to directly or indirectly exercise any of such rights or opportunities. For the avoidance of doubt, the Host City Authority shall not be entitled to withhold, refuse or restrict any waiver, assignment and/or transfer of such rights on the basis of any news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof).
- (ii) Any assignment and/or transfer of any Intellectual Property Rights under this Clause 9.1.2 shall be by way of present assignment of future copyright, to the fullest extent possible and for the full term of copyright, including any renewals, reversions or extensions thereof and thereafter in perpetuity.
- (iii) The Host City Authority shall inform FIFA in writing and without unreasonable delay if any of the Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition as described in Clause 9.1.1 above may be deemed to fall under the ownership and/or control of the Host City Authority under any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof).
- (iv) Upon request by FIFA, the Host City Authority agrees to execute, free of charge and at its own costs, in a timely manner and in compliance with any instructions given by FIFA any and all clearances or other documents as may be required by any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof) to effect such assignment, transfer and waiver

of such rights to FIFA and to enable the free and unfettered, direct or indirect, exploitation of any and all Media Rights, Marketing Rights, Intellectual Property Rights and other present or future commercial and other rights and opportunities by FIFA.

- (v) In case that the Host City Authority is prevented from fully and unrestrictedly waiving, pledging, assigning and/or transferring any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition as described in Clause 9.1.1 above on the basis of any news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country, FIFA, at its sole discretion, shall be entitled to decide on the manner in which the Host City Authority and FIFA shall comply with any such news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country, including any policies, rules and requirements for accessing the relevant Sites.

10. COMPETITION MARKS

10.1 Host City Composite Logo

10.1.1 Creation of Host City Composite Logo

- (i) The Host City Authority 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. 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 Authority or any third party directly or indirectly commissioned by the Host City Authority as part of the creation of the Host City Composite Logo, the Host City Authority 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 and the use of the Host City Composite Logo.
- (iii) The Host City Authority 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.

10.1.2 Use of Host City Composite Logo

- (i) FIFA grants to the Host City Authority a non-exclusive, royalty-free licence to use, but not the right to sub-license the use of, or otherwise authorise a third party to use, the Host City Composite Logo to promote and communicate its status as a host city of the Competition, subject to and in accordance with this Host City Agreement and the Host City Marks Guidelines.
- (ii) Every use of the Host City Composite Logo by the Host City Authority shall fully comply with the Host City Marks Guidelines and any specific instructions given by FIFA in this respect.
- (iii) The Host City Authority shall ensure that any materials (whether print or electronic) produced in relation to the hosting and staging of the Competition also in Host City (such as posters, guides, media guides, programmes, magazines, maps, booklets, books, electronic publishing, CD-ROMs, bulletins, etc.) will only feature the Host City Composite Logo in accordance with the Host City Marks Guidelines and the Host City Publication Guidelines. In particular, no marks or other identifications of any commercial entities shall be used in connection with any printed materials.
- (iv) FIFA grants to the Host City Authority the right to use, but not the right to sublicense the right to use, the Host City Composite Logo on a reasonably small number of Premiums, not exceeding such maximum number as to be determined by FIFA at a later stage per item, 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.

10.2 Use of Competition Design

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

10.3 Use of Host City Designation / Official Slogan

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

10.4 Use of other Competition Marks

The Host City Authority shall not be entitled to use any of the Competition Marks except as specifically permitted in this Host City Agreement in Clauses 10.1 to 10.3 above or as part of the Venue Dressing Programme referred to in Clause 8.5 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 Authority.

10.5 Approvals

- (i) The Host City Authority agrees and acknowledges that each and every use of the Host City Composite Logo, Competition Design, Host City Designation, Official Slogan, official Competition design or, 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 Authority shall submit to FIFA for such approval representative samples of each proposed use of the Host City Composite Logo, Competition Design, Host City Designation, Official Slogan, official Competition design or, if applicable, any other Competition Marks, at least forty (40) days prior to production.
- (iii) In the event that the Host City Authority uses the Host City Composite Logo, Competition Design, Host City Designation, Official Slogan, official Competition design or, if applicable, any of the Competition Marks without FIFA's prior written approval, the Host City Authority shall, upon receipt of written notice from FIFA that such use is not approved, immediately cease to use the concerned Competition Marks.

10.6 Ownership of Competition Marks

10.6.1 General Principle

- (i) The Host City Authority 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 Competition 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 of the Competition Marks by the Host City Authority will inure to the benefit of FIFA.

10.6.2 No Interest

The Host City Authority 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 Authority will not grant, or purport to grant, any right or licence to use the Competition Marks to any third party, including any competent local, regional or national governmental authorities in the Venue, unless expressly authorised by FIFA in writing or unless otherwise permitted under this Host City Agreement.

10.6.3 Notices

Any use of the Competition Marks by the Host City Authority shall include the appropriate copyright notices and/or trademark 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.

10.6.4 Appropriate Use

The Host City Authority 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 Member Association or the Competition; or
- (iv) might jeopardise or limit FIFA's proprietary interests in the Competition Marks.

10.6.5 No Oppositions or Challenges of Competition Marks

The Host City Authority agrees and acknowledges not to oppose or in any other way challenge by any means, and shall seek to ensure that any competent local, regional or national governmental authorities in the Venue does not oppose or in any other way challenge:

- (i) any of the trademark, design copyright, or any other intellectual property right applications filed by FIFA or its affiliates, nominees or Licensees in respect of the Competition Marks and the FIFA Marks; or
- (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 Member Association or the Competition, including the Competition-related Events.

10.6.6 No Registrations of Competition Marks

The Host City Authority shall refrain, at any time, from applying for any copyright, trademark, design, patent, or any other intellectual property 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 Member Association or the Competition, including the Competition-related Events, or assist any third party to do so.

10.6.7 No Creation or Use of other Marks

The Host City Authority 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 Member Association or the Competition, including any Competition-related Events throughout 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, such trademarks.

In particular, the Host City Authority undertakes to refrain from the development, use or registration of, any name, logo, trademark, 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 Member Association or the Competition, including the words "FIFA", "World Cup", "Coupe du Monde", "Mundial", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft", (or any other term used in any language to identify the Competition), or the development, use or registration of any such marks using dates in connection with the name of the Host Country, the Venue or the Host City or any similar indicia or derivation of such terms or dates in any language.

10.6.8 No Third Party Association

The Host City Authority 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.

10.6.9 Cessation of Use

In the event that the Host City Authority uses any of the Competition Marks without FIFA's prior written approval or receive a notification from FIFA that such use is not in line with the approval given by FIFA, the Host City Authority shall, upon receipt of written notice from FIFA and without any unreasonable delay, cease to use the concerned Competition Marks.

10.6.10 Third Party Compliance

- (i) The Host City Authority shall ensure that all members of its staff, representatives as well as any third party appointed by the Host City Authority, who are involved in the use, or proposed use, of the Host City Composite Logo, Competition Design, Host City Designation, Official Slogan and official Competition designation as well as, if applicable, any other Competition Marks as approved by FIFA on any advertising material or Premiums or otherwise are made aware of, and agree to fully comply with, the restrictions as contained 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.
- (ii) In the event that any further competent local, regional or national governmental authorities in the Venue requests the right to use the Host City Composite Logo,

Competition Design, Host City Designation, Official Slogan, official Competition designation or any other Competition Mark, the parties shall in good faith agree upon the terms and conditions of the necessary license for the use of such marks to any such authorities. In any case, the Host City Authority shall ensure that any such authorities accept in writing, and at all times fully comply with, the requirements for the use of the Marks as determined by FIFA and set out in this Clause 10 (as applicable).

10.6.11 No Use of Competition Marks prior to Appointment

The Host City Authority agrees and acknowledges that it shall not use any Competition Marks prior to its selection as host city of the Competition.

11. EXERCISE OF RIGHTS

11.1 Host City Compliance

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

- a) the terms and conditions of this Host City Agreement;
- b) 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, including the Host City Event Guidelines, Host City Marks Guidelines, Host City Publication Guidelines, Host City Poster Guidelines, Host City Premium Guidelines and Host City Website Guidelines; and
- c) any directives and instructions issued by FIFA and/or the Member Association at a later stage on the basis of this Host City Agreement and the respective FIFA guidelines.

(ii) For the avoidance of doubt, the provisions of Clause 3.4. (iii) above do not apply to any such guidelines as well as any directives and instructions issued by FIFA and/or the Member Association on the basis of this Host City Agreement and the Host City Authority shall bear any costs incurred in relation to the fulfilment of any obligations arising there from.

11.2 Host City Entities

(i) The Host City Authority 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 Authority under this Host City Agreement. The Host City Authority agrees and acknowledges:

- a) not to have any right to claim such approval from FIFA or the Member Association;

- b) that such approval by FIFA shall be given or withheld by FIFA, at its sole discretion; and
 - c) that any approval given by FIFA shall not produce any prejudging effect in relation to further approvals requested by the Host City Authority.
- (ii) The Host City Authority 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 Authority under this Host City Agreement directly against FIFA and/or the Member Association and/or to exercise any such rights or opportunities beyond expiration of this Host City Agreement.

11.3 Reservation of Rights

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

11.4 Scope of Legal Protection of Host City Rights

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

12. SUSTAINABILITY REQUIREMENTS AND HUMAN RIGHTS

12.1 Sustainability Requirements

12.1.1 General Principle

- (i) The hosting and staging of the Competition creates a significant social, economic and environmental impact in the Host Country, including the Host City. Carefully balancing social, environmental and economic considerations are key to a sustainable event.
- (ii) The Host City Authority shall manage any of its activities in connection with hosting and staging the Competition also in the Host City in a sustainable manner.

12.1.2 Environmental Protection

The Host City Authority shall fully support any efforts of FIFA and the Member Association to ensure that any adverse impact on the natural environment and resources as a result of the preparation and organisation of the Competition also in the Host City is minimised and that, in particular, the principles of environmental protection are applied in relation to water usage, energy consumption, transport, procurement, construction and upgrading of

infrastructure, waste management, tourism and the protection of environmentally sensitive areas affected by the Competition.

12.2 Human Rights and Labour Standards

12.2.1 General Principle

FIFA is committed itself, and expects all involved stakeholders (including the Host City Authority) to be fully committed, to respecting all Human Rights in every aspect of the organisation of the Competition, including legacy and post-event related activities.

12.2.2 Undertakings by Host City Authority

- (i) The Host City Authority shall respect human rights in accordance with its obligations and commitments made in the Host City Declaration which was submitted by the Member Association as part of the Bid.
- (ii) Without limitation to Clause 12.2.2 (i) above, the Host City Authority shall:
 - a) support, and participate in, any multi-stakeholder forum requested or set up by FIFA and/or the Member Association to facilitate an open and structured dialogue between the relevant stakeholders, including civil society experts, in relation to Human Rights in connection with hosting and staging the Competition also in the Host City and/or the Host City Authority's activities relating to this Host City Agreement; and
 - b) support, and cooperate with, any grievance mechanisms, monitoring activities or such other remediation processes as determined by FIFA (whether established by FIFA, the Member Association, governmental authorities and/or other relevant entities) for individuals and communities who may be adversely impacted in connection with hosting and staging the Competition also in the Host City and/or the Host City Authority's activities relating to this Host City Agreement.

13. GENERAL MATTERS

13.1 Costs

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

13.2 Taxes, Duties and Levies

- (i) Subject to clause 13.3 below, each party shall bear its own taxes, duties and levies which result from entering and/or implementation and/or cancellation of this Host City Agreement.
- (ii) The parties agree that they shall cooperate in good faith to minimise non-refundable taxes, duties and levies in line with applicable legislation and practice. If applicable

legislation and practice provides for refund, reduction or credit of taxes, duties and levies, the parties shall be obliged to apply reasonable best efforts to obtain such refund, reduction or credit and shall issue all necessary forms and/or other documentation as requested by applicable legislation and practice for obtaining such refund, reduction or credit. For the avoidance of doubt, it shall be stated that such obligation to apply reasonable best efforts for obtaining refund, reduction or credit of taxes does not entitle a party to request amendments or changes to this Host City Agreement.

- (iii) Any tax ruling request to be submitted to tax authorities in connection with this Host City Agreement or dealing with the Host City Authority's relationship to FIFA and/or the Member Association shall be submitted to, and has to be approved by, FIFA in advance.

13.3 Municipal Taxes

- (i) The Host City Authority 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 Member Association as a direct or indirect consequence of the Competition and/or the entering and/or implementation and/or cancellation of this Host City Agreement under municipal laws and regulations in the Host City Authority shall be borne by the Host City Authority.

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

- (ii) The Host City Authority agrees and acknowledges that the terms and conditions of this Clause 13.2 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.

13.4 Match Schedule and Teams

The Host City Authority agrees and acknowledges that FIFA, at its sole discretion, may decide 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.

13.5 Reporting

Commencing on the day of the selection of the Host City Authority as host city of the Competition, the Host City Authority shall quarterly, or at any time requested by FIFA or the Member Association, submit to FIFA and the Member Association written progress reports describing the complete status of its plans and activities relating to this Host City Agreement. In addition, the Host City Authority shall immediately inform the Member

Association and FIFA of any difficulties in connection with complying with its obligations under this Host City Agreement.

13.6 Communication / Project Management Structure

- (i) The Host City Authority agrees and acknowledges that FIFA retains the right to decide the manner in which FIFA and the Member Association communicate with the Host City Authority 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 Authority pursuant to this Host City Agreement. FIFA and the Member Association will establish and regularly update a communication protocol for the Host City Authority, containing minutes of any relevant meetings and further relevant correspondence and information.
- (ii) The Host City Authority shall best possibly support FIFA and the Member Association to integrate into, and reflect the relevant project-related details and milestones in, the tool or platform for the project and knowledge management, and the policies, procedures and standards, as established by FIFA for the Competition.
- (iii) By no later than 30 June 2022 or such later date as determined by FIFA, the Host City Authority shall:
 - a) submit to FIFA an overall project plan indicating the manner in which the Host City Authority 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 Competition, including potential staffing plans; and
 - c) appoint a Host City manager who shall be the head of the Competition office within the Host City administration and shall be responsible to coordinate all matters within the Host City in relation to the Competition.

13.7 Inspection Visits

The Host City Authority shall support the Member Association and FIFA in respect of any Host City inspection visits, which will focus on the procurement of any obligations of the Host City Authority as contained in this Host City Agreement as well as any other operational matters in relation to the Competition. In particular, the Host City Authority shall make available to any such inspection visit the necessary personnel of any authorities involved in the preparation for the Competition, including the Host City manager. The Member Association and FIFA will inform the Host City Authority 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 Authority.

14. MISCELLANEOUS

14.1 Representations and Warranties

14.1.1 Host City Agreement

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

14.1.2 Authority

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

14.1.3 No Conflict

The Host City Authority 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 Authority is a party or by which it is bound.

14.1.4 General Representations and Warranties

The Host City Authority represents, warrants and undertakes that:

- (i) 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) it will perform all its obligations hereunder in full compliance and in accordance 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 Authority, 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 Authority, threatened against the Host City Authority 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 Authority in accordance with its terms.

14.1.5 No Immunity

The Host City Authority will not claim any immunity from proceedings brought by FIFA and/or the Member Association against the Host City Authority in relation this Host City

Agreement and the Host City Authority ensures that no such claim is made and waives all rights of immunity in respect of itself and its assets.

14.2 **Term**

- (i) The term of this Host City Agreement commences on the date of its conclusion pursuant to Clause 2.1 (iii) above and will expire on 31 December 2026, unless previously terminated in accordance with the provisions of Clause 14.8 below.
- (ii) For the avoidance of doubt, the provisions of Clauses 9 and 10 above and this Clause 14 shall survive expiry or early termination of this Host City Agreement.
- (iii) In the event that the Host City is not selected as host city for the Competition and FIFA and the Member Association do not accept the irrevocable offer by the Host City Authority as established in the unilaterally executed Stadium Agreement, the provisions of Clauses 4.4, 9, 10, 14.1, 14.7, 14.8, 14.10, 14.13, 14.14, 14.16, 14.17, 14.19, 14.20 and 14.21 shall remain binding for the Host City Authority, FIFA and the Member Association and the other member associations (if applicable).

14.3 **Termination**

14.3.1 **Termination by Member Association and FIFA**

(i) **General Principle**

With respect to the termination of this Host City Agreement by FIFA and the Member Association, the following applies:

- a) FIFA and the Member Association shall not have the right for ordinary termination of this Host City Agreement.
- b) FIFA and the Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Host City Agreement, completely or in part, for important grounds as a result of which the continuation of this Host City Agreement can no longer be reasonably expected from the Member Association and/or FIFA. For the avoidance of doubt, this provision shall constitute an independent termination reason and shall not be relevant in connection with the interpretation of the other termination reasons.
- c) FIFA and the Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Host City Agreement, if the Stadium Agreement with the relevant Stadium Authority or the Hosting Agreement is terminated for whatever reason.
- d) The Host City Authority agrees and acknowledges that, irrespective of FIFA's and the Member Association's rights under subsection b) above, FIFA and the Member Association shall have the right to terminate this Host City Agreement on such grounds as set forth in, and pursuant to, Clause 14.8.1 (ii) and (iii) below.

- e) The Member Association shall not be entitled to terminate this Host City Agreement without the prior written consent of FIFA to be explicitly notified in writing by FIFA directly to the Host City Authority. The Host City Authority agrees and acknowledges that FIFA shall be entitled to terminate this Host City Agreement without consent of the Member Association and that therefore a written notice from FIFA only shall be sufficient and be considered a written a notice from FIFA and the Member Association.

(ii) Termination Rights in case of Host City Authority-related Grounds

FIFA and the Member Association shall have the right to terminate this Host City Agreement, completely or in part, with immediate effect by written notice:

- a) if the Host City Authority declares insolvency or insolvency proceeding are filed at the competent authority in the Host Country;
- b) if the Host City Authority enters into a composition proceeding or ceases to carry out its business operations;
- c) if the Host City Authority enters into bankruptcy proceedings or upon the commencement or opening of any formal proceedings undertaken for the express purposes of the liquidation, winding-up, dissolution and/or removal from the corporate register of the Host City Authority;
- d) if the selection of the Host City is revoked pursuant to Clause 4.5 (ii) above; and/or
- e) subject to Clause 14.8.1 (iv) below, if the Host City Authority materially violates any terms of this Host City Agreement.

(iii) Termination Right in case of Force Majeure


In case of a force majeure event as described in Clause 14.4 below, the FIFA and Member Association shall have the right to terminate this Host City Agreement with immediate effect by written notice, as follows:

- a) If such *force majeure* event prevents, or is likely to prevent, FIFA and the Member Association from complying with any obligation under this Host City Agreement, FIFA and the Member Association shall be entitled to partially terminate this Host City Agreement in connection with such obligation.
- b) If such *force majeure* event prevents, or is likely to prevent, FIFA and the Member Association from complying with any material obligation under this Host City Agreement, or creates, or is likely to create, a significant impact on the hosting and staging of any of the Competition, FIFA and the Member Association shall be entitled to completely or partially terminate this Host City Agreement.

(iv) Cure Period

With respect to Clause 14.3.1 (ii) d) above, FIFA and/or the Member Association shall notify the Host City Authority and give the Host City Authority the opportunity to

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remedy the violation within a reasonable period of time. If the violation is not remedied to the Member Association's and FIFA's reasonable satisfaction within such cure period, FIFA and the Member Association shall have the right to terminate this Host City Agreement.

(v) Consequences of Termination

In case of termination of this Host City Agreement, completely or in part, by FIFA and the Member Association, the Host City Authority shall:

- a) not have any claims or rights to damages or further compensation against the Member Association and/or FIFA, FIFA's and/or the Member Association's subsidiaries and/or their directors, officers, members, agents, auxiliary persons, representatives and employees, and expressly waives all such rights;
- b) indemnify FIFA and the Member Association, FIFA's and/or the Member Association's subsidiaries and other concerned parties for all damages of whatever nature in such cases described, and subject to the terms and conditions set forth, in Clause 14.5 above; and
- c) refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by the Member Association and/or FIFA in writing prior to such statement.

Termination by FIFA and the Member Association shall be without prejudice to any obligations due to be performed by the Host City Authority, or claims accrued against the Host City Authority, prior to such termination and shall not be construed as a waiver of any such existing rights and/or claims.

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

14.3.2 Termination by Host City Authority

(i) General Principle

With respect to the termination of this Host City Agreement by the Host City Authority, the following applies:

- a) the Host City Authority shall not have the right for ordinary termination of this Host City Agreement; and
- b) the Host City Authority shall, with written notice, have the right for an extraordinary termination of this Host City Agreement, completely or on part, with immediate effect for important grounds as a result of which the continuation of this Host City Agreement can no longer be reasonably expected from the Host City Authority.

(ii) Consequences of Termination

- a) In case of termination of this Host City Agreement by the Host City Authority, irrespective of the termination the Host City Authority shall refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by the Member Association and FIFA in writing prior to such statement.
- b) Termination by the Host City Authority shall be without prejudice to any obligations due to be performed by FIFA and/or the Member Association, or claims accrued against FIFA and/or the Member Association, prior to such termination and shall not be construed as a waiver of any such existing rights and/or claims.
- c) In case of early termination or expiration of this Host City Agreement by the Host City Authority any and all rights granted to the Host City Authority shall cease with immediate effect and shall fully, at no costs and without any restriction, revert back to FIFA.

14.4 Force Majeure

- (i) The Parties agree and acknowledge that, for the purposes of this Host City Agreement, a *force majeure* event is any event which is not within the reasonable control of either party, including any natural disasters and adverse weather conditions (such as flood, earthquake, storm or hurricane), fire, war, invasion, hostilities (regardless of whether war is declared), civil war, rebellion, riot, revolution, insurrection, military coup, act of terrorists or other public enemies, nationalisation, confiscation, sanctions, boycott of the Competition or otherwise and other adverse acts imposed by the Government and other governmental authorities, blockage, embargo, labour dispute, strike or lockout.
- (ii) In case of a *force majeure* event, the following shall apply:
 - a) The failure or inability of a party to comply with an obligation under this Host City Agreement due to a *force majeure* event shall not be deemed a breach of this Host City Agreement by such party.
 - b) FIFA and the Member Association shall be entitled to terminate this Host City Agreement pursuant to Clause 14.8.1 (iii) above.
 - c) None of the parties shall be entitled to receive any compensation for any loss that may be caused in connection with such *force majeure* event, including loss of revenues and to assert any claims or rights to damages against the respective other party.
 - d) If a *force majeure* event prevents, or there is a likelihood that a *force majeure* event will prevent, a party from complying with an obligation under this Host City Agreement, such party shall take all reasonable steps to minimise any delay or damage that may be caused in connection with such *force majeure* event (including alternative measures to achieve a result which corresponds to the fullest possible extent to the fulfilment of any such obligation), comply with all of its other obligations and timely notify the other party of the likelihood or actual occurrence of such *force majeure* event.

14.5 Cancellation, Abandonment, Postponement and Relocation

14.5.1 General Principle

The Host City Authority agrees and acknowledges that, in certain circumstances, the Member Association and/or FIFA may take a decision to cancel, abandon, postpone and/or relocate one or more Matches and/or the entire Competition. With this respect, the following scenarios shall have such meaning as described below:

- (i) "abandonment of the Competition" means to abandon the Competition after its commencement so that a part of it will not take place within fifteen (15) months of the initially scheduled commencement date for the Competition as determined by FIFA;
- (ii) "abandonment of a Match" means to abandon such Match after its commencement so that a part of it will not take place prior to the end of the Competition;
- (iii) "cancellation of the Competition" means not to hold the Competition (as a whole) within fifteen (15) months of the initially scheduled commencement date for the Competition as determined by FIFA;
- (iv) "cancellation of a Match" means not to hold such Match (as a whole) prior to the end of the Competition;
- (v) "postponement of the Competition" means to shift the time of the Competition (in whole or in part) so that it takes place within fifteen (15) months of the initially scheduled commencement date for the Competition as determined by FIFA;
- (vi) "postponement of a Match" means to shift the time of such Match (in whole or in part) so that it takes place prior to the end of the Competition, including any interruption of a Match and regardless of the duration of such interruption;
- (vii) "relocation of the Competition" means to geographically shift the Competition (in whole or in part, including one or more Matches) to another country outside of the Host Country (for the avoidance of doubt, this may or may not be combined with a postponement); and
- (viii) "relocation of a Match" means to geographically shift such Match (in whole or in part) to another stadium within the Host Country or, in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, regardless of whether the other stadium is geographically located in the Host Country or another host country (for the avoidance of doubt, this may or may not be combined with a postponement).

14.5.2 Grounds for Cancellation, Abandonment, Postponement and Relocation

- (i) The Host City Authority agrees and acknowledges that FIFA shall be entitled to cancel, abandon, postpone and/or relocate one or more Matches and/or the entire Competition on the grounds for termination by FIFA and the Member Association as set out in Clause 14.8.1 above.

- (ii) The Host City Authority agrees and acknowledges that, as a result of a cancellation, abandonment, postponement and relocation of one or more Matches pursuant to Clause 14.10.2 (i) above, FIFA is entitled to additionally cancel, abandon, postpone and/or relocate:
 - a) one or more Matches in order to protect the integrity of the Competition, based on the Laws of the Game or the Competition Regulations (e.g. to ensure the simultaneous holding of the last group stage Matches of the Competition) or due to operational or organisational reasons; or
 - b) the Competition in order to protect its integrity, based on the Laws of the Game or the Competition Regulations or due to operational or organisational reasons.

14.5.3 Implementation of Cancellation, Abandonment, Postponement and Relocation

- (i) The Host City Authority agrees and acknowledges that the cancellation, abandonment, postponement and relocation of one or more Matches and/or the entire Competition may be implemented by FIFA and the Member Association by means of:
 - a) a complete or partial termination of this Host City Agreement pursuant to Clause 14.8.1 above; and/or
 - b) mutually agreed changes to the provisions of this Host City Agreement in relation to the implementation pursuant to Clause 14.10.3 (ii) below.
- (ii) In the implementation of the cancellation, abandonment, postponement and relocation of one or more Matches and/or the entire Competition, the Member Association and FIFA shall consult the Host City Authority and use all reasonable efforts to follow the principle of proportionality with a view to achieving the intended objectives of hosting and staging Matches in the Stadium and reasonably reducing any expected adverse impacts on the Host City Authority, the Member Association, FIFA and other involved third parties.

14.5.4 Consequences of Cancellation, Abandonment, Postponement and Relocation

- (i) In the event of a cancellation, abandonment, postponement or relocation of the Competition or a Match:
 - a) the Host City Authority shall not be entitled to terminate this Host City Agreement and not receive any compensation and/or assert any claims or rights to damages against the Member Association and/or FIFA, regardless of the decision taken by the Member Association and/or FIFA; and
 - b) Clause 14.8.1 (v) above shall apply.
- (ii) In the event of a postponement of the Competition, the term of this Host City Agreement shall be extended automatically until six (6) months after the end of the Competition.

14.6 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 Member Association and the Host City Authority. The Host City Authority shall not act or purport to act as a partner or agent of FIFA and/or the Member Association. This Host City Agreement shall not be deemed to give either party general authority or power to act on behalf of FIFA and/or the Member Association 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.

14.7 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:

FIFA:

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

MEMBER ASSOCIATION:

The Canadian Soccer Association (CSA)
237 Metcalfe Street
Ottawa, Ontario K2P 1R2
Canada

Facsimile: +1 613 237 1516
Attention: Steven Reed, President
Copy: Peter Montopoli, General Secretary

With a copy to:

United Bid Committee of Canada, Mexico and the United States, LLC
420 Fifth Avenue, 7th Floor
New York, NY 10023
United States of America

Attention: John Kristick, Executive Director
Copy: Jim Brown, Managing Director

HOST CITY AUTHORITY:

City of Toronto
Toronto City Hall
100 Queen Street West
East Tower, 11th Floor
Toronto, Ontario, Canada M5H 2N2

Facsimile: +1 416 392 1827
Attention: Peter Wallace, City Manager
Copy: Mike Williams, General Manager, Economic Development and Culture

Any notice will be sent by facsimile and confirmed by registered or certified mail and will be effective upon receipt.

14.8 Transfer and Assignment

- (i) The Host City Authority 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 Member Association.
- (ii) FIFA and the Member Association shall 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, including pursuant to Clause 2.2 (ii) above.

14.9 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 rights relating to 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.

14.10 Confidentiality and Public Statements

14.10.1 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 14.10.1);
- (iii) disclosure is necessary within the Host City Authority, the Member Association or FIFA as part of such group's ordinary reporting or review procedure; or
- (iv) disclosure is made to the Host City Authority's, the Member Association'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 14.10.1.

14.10.2 Public Statements

- (i) The Host City Authority shall at all times coordinate any public statements, as well as any of its public and private press briefings, with the Member Association and

FIFA. The Host City Authority agrees and acknowledges that consistency between the Host City Authority, the Member Association and FIFA is of essence, in relation to content, means and relevance of the respective communication matters. The Host City Authority therefore shall comply with any communication guidelines in relation to the Competition and/or the Host City Authority which may be established by the Member Association and FIFA from time to time.

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

14.11 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. For the avoidance of doubt, this Host City Agreement includes the Supplementary Terms and Conditions attached hereto.

14.12 Severability

Should an individual provision of this Host City Agreement be invalid or unenforceable, such provision shall be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The validity of the remainder of this Host City Agreement will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this Host City Agreement will remain in full force and effect insofar as the primary purpose of this Host City Agreement is not frustrated.

14.13 Compliance with Laws

In connection with exercising its rights and fulfilling its obligations under this Host City Agreement, the Host City Authority 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. Upon request by FIFA or the Member Association, the Host City Authority shall provide legal opinions to be given by law firms of recognised international standing regarding certain legal aspects in connection with this Host City Agreement. The Host City Authority shall carry out all necessary preliminary examinations with the relevant authorities and obtain the necessary confirmations.

14.14 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", "in particular", "such as", "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.

14.15 Amendments

Any amendments to, or changes of, this Host City Agreement shall be valid only if made in writing and signed by FIFA and the Member Association on the one side and the Host City Authority on the other side.

14.16 Indemnification / Limitation of Liability

- (i) The Host City Authority shall indemnify, hold harmless and defend the Member Association and FIFA, any subsidiary of the Member Association and FIFA as well as their directors, officers, representatives, employees, agents and/or auxiliary persons, from and against all liabilities, obligations, damages, losses, penalties, claims, demands, recoveries, deficiencies, fines, costs or expenses (including reasonable attorneys' fees and expenses) of whatsoever nature and evidenced to have been paid or incurred by FIFA and/or the Member Association resulting from, or arising out of, or attributable to, any breach of this Host City Agreement by, or any act or omission of, the Host City Authority including its officers, directors, members, representatives, auxiliary persons, employees or agents and the termination of this Host City Agreement pursuant to Clause 14.3.1 (ii) above.
- (ii) To the extent permitted by applicable laws, the Host City Authority hereby waives any and all claims of liability against the Member Association, FIFA, any FIFA subsidiaries and their officers, directors, members, agents, representatives or employees, for any loss or damage to the Host City or any other personal or property losses or damages (including injuries and death), whether or not such loss or damage may have been caused by or resulted from the negligence of the Member Association, FIFA, any FIFA subsidiaries their officers, directors, members, agents, representatives or employees. None of such entities or persons shall be liable to the Host City Authority 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.

Any such claims of liability caused by, or resulted from, intentional behaviour by the Member Association, FIFA, any FIFA subsidiaries, their officers, directors, members, agents, representatives or employees remain unaffected from the waiver pursuant to this Clause 14.15 (ii).

- (iii) In addition and without limiting the above, the Host City Authority also agrees and acknowledges that FIFA, the Member Association, 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 City in connection with the Competition.
- (iv) The Member Association, FIFA, any FIFA subsidiaries, their officers, directors, members, agents, representatives or employees as well as licensees or subcontractors shall not be liable to the Host City Authority for any direct or indirect damages in connection with, resulting from, the cancellation, abandonment, postponement or relocation of the Competition or a Match scheduled to take place in the Stadium.

14.17 No Joint Liability

FIFA and the Member Association are not jointly and severally liable to the Host City Authority 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 Member Association are not considered to be partners in relation to the Competition or otherwise, and the Host City Authority acknowledges that it shall have no claims or rights against FIFA in case of a violation of any obligations of the Member Association, and that it shall have no claims or rights against the Member Association in case of a violation of any obligations of FIFA.

14.18 Anti-Corruption

The parties acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322^{octies} and art. 322^{novies} of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

14.19 Language

- (i) All documentation, material and/or correspondence provided by the Host City Authority, or any third party appointed by the Host City Authority, to the Member Association or FIFA, respectively by the Member Association or FIFA to the Host City Authority or such third party under, or in connection with, this Host City Agreement shall be in English.
- (ii) In the event that the Host City Authority or any such third party are legally required under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English, the Host City Authority shall submit to the Member Association and FIFA:
 - a) the fully executed and initialled original version of such documentation, material and/or correspondence in the official language of the Host Country; and

- b) an English translation of such documentation, material or correspondence. In the event of an agreement to be signed or acknowledged by the Member Association, the English version of the agreement shall be fully executed and initialled by the Stadium Authority or the relevant third party. If permitted under the applicable laws of the Host Country, in case of any discrepancies between the version in the official language of the Host Country and the English version, the English version shall always prevail.
- (iii) Unless otherwise agreed in writing by FIFA and the Member Association:
- a) any translation of an agreement or any other legally binding document shall be conducted by a sworn and certified translator specialised in translations of legal documents; and
 - b) such legal requirement under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English shall be proven in form of a legal statement by a local attorney of the highest professional reputation.

14.20 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.

14.21 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 Chambers of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

IN WITNESS WHEREOF, the undersigned have caused this Host City Agreement to be executed in three (3) copies by their duly authorised representatives.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

By: By:

Name: Name:

Title: Title:

THE CANADIAN SOCCER ASSOCIATION (CSA)

By: By:

Name: Name:

Title: Title:

CITY OF TORONTO

By: *Peter Wallace*

Name: Peter Wallace

Title: City Manager

Initialled by
pd / _____

ANNEXE 1

<u>Glossary of Terms</u>
<p>"2026 FWC Entity" means the subsidiary established by FIFA in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.</p>
<p>"2026 FWC Hosting Requirements" means a document developed and issued by FIFA for the Competition, containing the requirements to be complied with by the Host City Authority in connection with hosting and staging the Competition also in the Host City with descriptions, quality standards, specifications and modifications of the obligations under this Host City Agreement, further obligations and requirements of the Host City Authority as well as roles and responsibilities of the involved parties.</p>
<p>"2026 FWC Subsidiary" means a subsidiary, branch, office or other representation established by the 2026 FWC Entity and/or FIFA in another country outside of the Host Country (where the 2026 FWC Entity itself is not established) in case the Member Association has been selected by FIFA together with other member associations to organise the Competition.</p>
<p>"Accommodation" means guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and facilities in a hotel or other accommodations for use by the Accommodation User Groups in relation to the Competition and/or a Competition-related Event.</p>
<p>"Accommodation User Groups" means the groups using Accommodation as defined by FIFA, at its sole discretion, such as the FIFA Delegation, the Member Association, other member associations co-organising the Competition (in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition), Team Delegations, the Host Broadcaster, Commercial Affiliates, Media Rights Licensees, Media Representatives, the hospitality rights holder and its clients, participants in FIFA Sustainability Activities, any other guests or service providers as determined by FIFA as well as the members of the general public attending the Competition or a Competition-related Event in a personal, non-commercial capacity.</p>
<p>"Accreditation Centre" means any location established by FIFA and the Member Association in relation to the Competition and/or a Competition-related Event, at which Accreditation Passes are processed and issued to the Accreditation Pass holders.</p>
<p>"Accreditation Pass" means a card, bib-card, wristband or other item (including any supplementary access devices) which (i) is issued by, or at the instruction of, FIFA and/or the Member Association to persons conducting an official function in connection with the Competition at the Stadium and/or the site of a Competition-related Event and (ii) permits its holder to access the Stadium or site of a Competition-related Event as well as and any areas and zones at the Stadium or site of a Competition-related Event needed to access to perform the function.</p>

<p>"Airport" means any airport which is located within or in the vicinity of, or is otherwise affiliated to, the Host City and/or which is identified by FIFA and the Member Association for use in connection with the Competition and/or a Competition-related Event.</p>
<p>"Airport Agreement" means the agreement to be entered into between the Member Association and the Airport Authority.</p>
<p>"Airport Authority" means the executive authority legally competent to represent, and to act for and on behalf of, the Airport, which has signed the Airport Agreement and is responsible to ensure the Airport Authority's compliance with its obligations under the Airport Agreement.</p>
<p>"Ambush Marketing" means any attempt by an entity to gain an unauthorised commercial association with FIFA and/or the Competition to the detriment of the Commercial Affiliates, whether by way of an unauthorised use of the Competition Marks or otherwise.</p>
<p>"Bid" means the formal bid to co-organise the Competition together with FIFA, as submitted to FIFA by the Member Association.</p>
<p>"Bidding Process" means the bidding and selection procedure to determine the member associations to co-organising the Competition together with FIFA in accordance with the terms and conditions set out in the Bidding Registration.</p>
<p>"Brand Protection Programme" means the world-wide programme developed and implemented by FIFA for the protection and enforcement of 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 Competition, including Competition-related Events, such as the enforcement against Ambush Marketing and the unauthorised sale, transfer or other use of Tickets.</p>
<p>"Branded Licensee" means any entity, not being a FIFA Partner, FIFA World Cup Sponsor or Regional Supporter, to which FIFA or any nominee of FIFA grants the right to place any of the Competition Marks on products (and/or related advertising materials) which also bear the corporate identification or trademark of such entity in a manner which associates the corporate identification or trademark of such entity with the Competition Marks.</p>
<p>"Commercial Affiliate" means any entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to the Competition, including FIFA Partners, FIFA World Cup Sponsors, Regional Supporters and Branded Licensees, but excluding Licensees.</p>
<p>"Commercial Display" means an area made available to the Commercial Affiliates as well as to the Host City Authority and/or other parties by FIFA to enable them to promote themselves and/or to demonstrate and display their products and/or services at the Stadium.</p>
<p>"Competition" means the 2026 FIFA World Cup, including any matches and Competition-related Events, which is scheduled to be staged in the Host Country in the year 2026.</p>
<p>"Competition Design" means the official look and feel as developed by FIFA for the Competition.</p>

<p>"Competition Marks" means the (i) Host City Composite logo, (ii) Host City Designation, (iii) Official Emblem, (iv) Official Mascot, (v) Official Slogan, (vi) Official Posters, (vii) two dimensional representations of the Official Trophy (expressly excluding three dimensional copies thereof), (viii) any official name of the Competition (in any language) and any abbreviations thereof, (ix) the Competition Design and (x) any other mark (including any word marks), design, slogan, emblem, title or other identification or symbol developed by FIFA and selected by FIFA for the official use in connection with the Competition or a Competition-related Event.</p>
<p>"Competition Period" means the period commencing ten (10) days prior to the Opening Match and concluding five (5) days after the last Match of the Competition.</p>
<p>"Competition Regulations" means the FIFA regulations established by the FIFA Council for the Competition, which contain the general rules for, and the format of, the Competition, in their applicable form as issued by FIFA from time to time.</p>
<p>"Controlled Area" means an area as determined by FIFA for each Stadium, which is located directly adjacent to the Outer Stadium Perimeter (and may include, for example, temporary parking areas used on Match Days, open outdoor spaces, entertainment areas or arenas) and 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 organisation of the Matches and protect the rights of the Commercial Affiliates.</p>
<p>"Draw" means the Final Draw and the Preliminary Draw.</p>
<p>"Event Transport" means the transport and general mobility of the constituent groups involved in the preparation, hosting and staging of the Competition or a Competition-related Event, as defined by FIFA. For the avoidance of doubt, Event Transport does not include transport and general mobility of fans and other groups of people not being part of such constituent groups.</p>
<p>"FIFA" means the Federation Internationale de Football Association, including any of its direct or indirect subsidiaries, such as the 2026 FWC Entity and the 2026 FWC Subsidiaries (if applicable).</p>
<p>"FIFA Congress" means the congress of FIFA in accordance with the FIFA Statutes.</p>
<p>"FIFA Congress Hotel" means any hotel which FIFA uses to accommodate the delegates of the FIFA Congress staged in the Host Country the week prior to the Opening Match, the FIFA delegation for the FIFA Congress, the Member Association, VVIP/VIP guests as determined by FIFA.</p>
<p>"FIFA Council" means the council of FIFA, which is the highest internal executive body within FIFA.</p>
<p>"FIFA Delegation" means the delegation appointed by FIFA for the Competition and/or a Competition-related Event, comprising (i) members of FIFA committees, (ii) staff, consultants and temporary support personnel of FIFA, the 2026 FWC Entity and any other FIFA direct or indirect subsidiaries of FIFA, (iii) FIFA's guests, (including VIP and VVIP guests) and (iv) any other individuals nominated by FIFA as being a member of such delegation.</p>

<p>"FIFA Fan Fest" means a secured and officially branded fan entertainment area established in the Host City or at other locations as determined by FIFA, which offers visitors, in particular, the possibility to view Matches on one or more giant screens.</p>
<p>"FIFA Headquarters" means the operational headquarters for use by the members of the FIFA Delegation, the Member Association's personnel and other entities and representatives as determined by FIFA (such as its service providers) for the Competition.</p>
<p>"FIFA Marks" means FIFA's corporate mark and approved derivations thereof used to indicate and identify FIFA as well as any additional or successor marks and devices adopted as its brand identification by FIFA, but excluding (i) any FIFA technical or quality certification and (ii) medical programme indicators.</p>
<p>"FIFA Partner" means any entity to which FIFA grants the most comprehensive package of global advertising, promotional and marketing rights in relation to FIFA, the Competition and other competitions organised by FIFA, which entitle such entities to the highest available level of commercial association with FIFA, the Competition and other competitions organised by FIFA.</p>
<p>"FIFA Statutes" means FIFA's governing statutes as adopted by the FIFA Congress and amended from time to time.</p>
<p>"FIFA Sustainability Activities" means events, activities and/or programmes developed by FIFA which promote Sustainable Development and contribute to a Sustainable Event Management and FIFA's mission to build a stronger institution.</p>
<p>"FIFA Venue Hotel" means any hotel which FIFA operates as operational headquarters in each of the host cities of the Competition, including the Host City, during the Competition Period for use by the members of the FIFA Delegation, Referees, the Member Association's personnel and other entities and representatives as determined by FIFA (such as its service providers) which are residing in the Host City for the Competition.</p>
<p>"FIFA VIP Hotel" means any hotel which FIFA uses to accommodate FIFA VIPs (including the FIFA Council members) and FIFA VIP guests for the Competition.</p>
<p>"FIFA World Cup Sponsor" means any entity to which FIFA grants the second most comprehensive package of global advertising, promotional and marketing rights in relation to the Competition and certain other related FIFA activities scheduled to take place during the rights period of their contract.</p>
<p>"Final Draw" means the draw by which Teams participating in the final competition of the 2026 FIFA World Cup are drawn into competition groups and positions that will be featured in the Match Schedule.</p>
<p>"Final Match" means the final match of the Competition.</p>
<p>"Government" means the national government of the Host Country.</p>

<p>"Host Broadcaster" means the entity directly or indirectly appointed by FIFA to provide services in connection with the production of any content and material being subject to the Media Rights, including:</p> <ul style="list-style-type: none"> (i) any audio-visual material, including the basic audio-visual feed (or any supplemental feed) (ii) any still or moving visual-only images; (iii) any audio-only material, including dubbing and commentary; and (iv) any text and data <p>in relation to all Matches, certain Competition-related Events and any other aspects of the Competition which FIFA deems relevant, including the official film, magazines and other documentaries of the Competition as well as Competition-related documentaries in connection with the Teams or individuals being involved in the Competition.</p>
<p>"Host City" means the city in which, or in the vicinity of which, the Stadium is located and which is selected by FIFA as host city of the Competition.</p>
<p>"Host City Declaration" means the declaration issued by the head of the Host City Authority, demonstrating its support for the Bid by the Member Association and for staging Matches in the Host City, which was submitted to FIFA as part of the Bid.</p>
<p>"Host City Composite Logo" means a composite logo developed by FIFA and/or the Member Association in cooperation with the Host City Authority, which may comprise the Official Emblem, the Host City Designation and a Host City-specific design element.</p>
<p>"Host City Designation" means the official designation to be used by all host city authorities of the Competition, including the Host City Authority in connection with any of their activities and events related to the Competition, as to be determined by FIFA at a later stage.</p>
<p>"Host City Event Guidelines" means guidelines issued to the Host City Authority by FIFA governing the manner in which the Host City Authority may organise and implement Host City Events.</p>
<p>"Host City Events" means any cultural or social events or activities organised by the Host City Authority, or a third party acting on behalf or with the authority of the Host City Authority, in relation to the Competition, irrespective of the use of any Competition Marks in connection with these events and activities.</p>
<p>"Host City Marks Guidelines" means guidelines issued to the Host City Authority by FIFA governing the manner in which the Host City Authority 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.</p>
<p>"Host City Poster" means an official Competition-related poster created by FIFA, the Member Association and the Host City Authority in accordance with the process set out in this Host City Agreement, which may comprise the Official Emblem, the Competition Design and a Host City-specific design element.</p>

<p>"Host City Poster Guidelines" means the guidelines issued to the Host City Authority by FIFA for the design, creation, production, use and marketing of the Host City Poster.</p>
<p>"Host City Premium Guidelines" means the guidelines issued to the Host City Authority by FIFA for the production and use of Premiums by the Host City.</p>
<p>"Host City Publication Guidelines" means the guidelines issued to the Host City Authority by FIFA for the production and use of any publications and print material produced and/or distributed by the Host City Authority in connection with the Competition.</p>
<p>"Host City Website Guidelines" means the guidelines issued to the Host City Authority by FIFA governing the manner in which the Host City Authority shall be entitled to promote and communicate its status as a host city of the Competition.</p>
<p>"Host City Vision Statement" means the declaration to be issued by the Host City Authority, which shall outline its vision and strategy as well as its related objectives with regard to staging Matches in the Host City, including how the Host City Authority intends to leverage the event and to achieve the best possible effects and legacy for the Host City, which was submitted to FIFA as part of the Bid.</p>
<p>"Host Country" means the country of the Member Association.</p>
<p>"Hosting Agreement" means the agreement to be entered into between FIFA and the Member Association (and other member associations if the Member Association has been selected by FIFA together with such other member associations to co-organise the Competition) in connection with hosting and staging the Competition in the Host Country or Host Countries.</p>
<p>"Human Rights" means, at a minimum, those internationally recognised human rights, including labour rights, expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's (ILO) Declaration on Fundamental Principles and Rights at Work. The latter includes ILO's core labour conventions, C29 on Forced Labour and Protocol to C29, C87 on Freedom of Association and Protection of the Right to organise convention, C98 on the Right to organise and to Collective Bargaining, C100 on Equal Remuneration, C105 on Abolition of Forced Labour, C111 on Discrimination (Employment and Occupation), C138 on Minimum Age, and C182 on the Worst Forms of Child Labour. Depending on the nature of activities and potential impacts, the scope and consideration of internationally recognised human rights shall be enlarged to include, for instance, the United Nations instruments on the rights of indigenous peoples; women; national or ethnic, religious and linguistic minorities; children; persons with disabilities; and migrant workers and their families, as well as the ILO's Convention C135 on Workers' Representatives and C155 and C167 on Occupational Safety and Health.</p>
<p>"Inner Stadium Perimeter" means the perimeter around the main Stadium building within the Stadium fence at which the final formal Ticket check is conducted for spectators attending a Match.</p>

<p>"Intellectual Property Rights" means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trademarks, service marks, trade names, trade dress, registered designs, copyrights, moral rights, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.</p>
<p>"ISO 20121" means the international standard "ISO 20121" or any subsequent standard replacing ISO 20121, for event sustainability management systems, created by the International Organisation for Standardisation, in its applicable form.</p>
<p>"Laws of the Game" means the laws governing the game of Association Football drawn up by the International Football Association Board, in their applicable form as issued by FIFA from time to time.</p>
<p>"Licensee" means 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), but which is not permitted to affix its own corporate or other brand or trademark to such items of merchandise.</p>
<p>"Marketing Rights" means, in any and all media, in all languages and throughout the universe, 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 any other rights and/or associated commercial opportunities relating to the Competition and the Competition-related Events, to the extent that such rights are not Media Rights.</p>
<p>"Match" means any football match in its entirety (including replays, extra-time and penalty shoot-out phases), which takes place as part of the Competition.</p>
<p>"Match Day" means the day on which a Match is scheduled to take place.</p>
<p>"Media Representatives" means all professional representatives of the Host Broadcaster, the Media Rights Licensees and other media entities to whom FIFA and/or the Member Association grant the right to receive an official media Accreditation Pass to access the Stadium (or parts of it) for Matches and/or a Competition-related Event.</p>

<p>"Media Rights" means the rights, in any language and throughout the universe, 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 devised, developed or invented), any aspect or element of the Competition 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 audio-visual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. Media Rights include the right to record, create and exploit any official films or any official concerts of the Competition and/or similar audio-visual products and programming, including Public Exhibition Rights.</p>
<p>"Media Rights Licensee" means any entity which acquires the right to broadcast and/or transmit the basic audio-visual feed (or any supplemental feed) of any Match.</p>
<p>"Member Association" means the national football association officially affiliated to FIFA which has participated in the Bidding Process to be appointed by FIFA for the co-organisation together with FIFA of the Competition in the Host Country and which has executed this Host City Agreement.</p>
<p>"Official Emblem" means the logo or device selected by FIFA for the Competition.</p>
<p>"Official Hotel" means any hotel used and designated by FIFA to accommodate certain Accommodation User Groups in connection with the Competition or a Competition-related Event, including the FIFA Venue Hotels, FIFA VIP Hotels, Team Hotels and FIFA Congress Hotels.</p>
<p>"Official Mascot" means the mascot selected by FIFA for the Competition.</p>
<p>"Official Poster" means any poster selected by FIFA for the Competition, including the Host City Posters.</p>
<p>"Official Slogan" means any slogan selected by FIFA for the Competition, symbolising the overall message and theme in relation to the Competition.</p>
<p>"Official Trophy" means the FIFA World Cup trophy as selected by FIFA, which is awarded to the winner of the Competition.</p>
<p>"Opening Match" means the opening match of the Competition.</p>
<p>"Outdoor Media" means any kind of outdoor advertising billboards, posters, posts and other media which can be used for promotional purposes and which shall be reserved at key locations in the Host City and other key locations.</p>
<p>"Outer Stadium Perimeter" means the perimeter directly adjacent to, and further removed from the Stadium than, the Inner Stadium Perimeter and which only Accreditation Pass holders and Ticket holders are entitled to access on Match Days.</p>

<p>"Participating Member Association" means any member association whose Team has qualified to participate in the Competition.</p>
<p>"Preliminary Draw" means the draw by which Teams of all member associations participating in the qualification for the Competition are drawn into competition groups for each of the Confederations.</p>
<p>"Premium" means any promotional or other item of merchandise which bear the Host City Composite Logo and are given away free of charge.</p>
<p>"Protocol Routes" means the official FIFA protocol route used for the main, official traffic within the Host City during the Competition Period or the periods of certain Competition-related Events hosted and staged in the Host City, such as the road between the Airport and main train stations of the Host City and the Stadium, any Draw venues (if applicable), the FIFA Headquarters (if applicable) and the Official Hotels.</p>
<p>"Public Exhibition Rights" means (i) all rights to transmit, in any language and throughout the universe, by means of any media whatsoever, any audio-only, still or moving visual-only or audio-visual material, data and/or textual material of, and/or relating to the Competition and/or any of the ceremonies relating to the Competition (or any part thereof) for exhibition to, and intelligible reception by, an audience located anywhere in cinemas, bars, restaurants, stadiums, offices, construction sites, oil rigs, water-borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling; and (ii) all rights to organise and stage any event whereat an audience may view or listen to such transmission(s) (whether or not such exhibition is open to the general public); and (iii) all rights to exploit any and all commercial opportunities (including, without limitation and for example, entrance fees, sponsorship, merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, such events, transmission and/or exhibition. For the avoidance of doubt, Public Exhibition Rights exclude In-Flight Rights.</p>
<p>"Referee" means any Match referee, assistant referee, fourth official and/or any further Match official appointed for the Competition which, if applicable, includes the fifth official as well as the additional assistant referee.</p>
<p>"Referee Base Camp" means the base camp for the use of the Referees, certain other members of the FIFA Delegation and certain Member Association's personnel during the Competition Period, consisting of a hotel (including guest rooms, office spaces and function rooms) and the training site connected to the Referee Base Camp.</p>
<p>"Regional Supporter" means any entity to which FIFA grants the third most comprehensive package of advertising, promotional and marketing rights in relation to the Competition, such rights to be exercisable on a regional basis.</p>


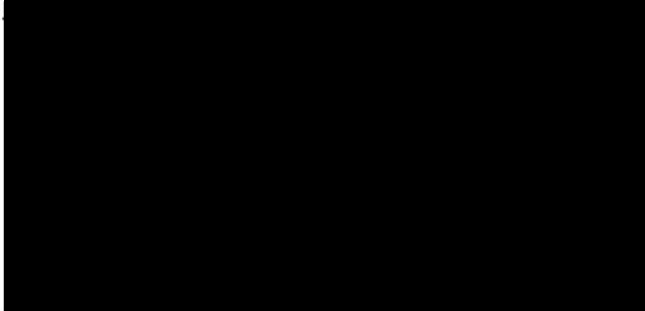
<p>"Site" means the:</p> <ul style="list-style-type: none"> (i) the Stadium; (ii) any Training Site; (iii) any official parking area, Accreditation Centre, Ticketing Centre, Volunteer Centre, the international broadcasting centre, the SMC and/or any hospitality areas used in relation to the Competition or a Competition-related Event; (iv) any Draw locations; and (v) any other locations, areas and/or facilities designated by FIFA as an official site in relation to the Competition, including media facilities, the locations for the Competition-related Events and to which access is permitted only to accreditation pass holders or Ticket holders or any other officially-sanctioned Ticket or other access device.
<p>"Stadium" means the stadium which is affiliated to, and located in, or in the vicinity of, the Host City and at which Matches are played.</p>
<p>"Stadium Agreement" means the agreement to be entered into between the Member Association and the Stadium Authority.</p>
<p>"Stadium Authority" means the executive authority which (i) is legally competent to represent, and to act for and on behalf of, the Stadium (i.e. the owner and/or operator of the Stadium), (ii) has signed the Stadium Agreement and (iii) is responsible to ensure full compliance with its obligations under the Stadium Agreement.</p>
<p>"Stadium Media Centre (SMC)" means any Stadium media centre set up by FIFA for use by the Media Representatives in the Stadium in connection with the Competition.</p>
<p>"Sustainable Development" means development that meets the needs of the present without compromising the ability of future generations to meet their own needs.</p>
<p>"Sustainable Event Management" means a careful balancing of social, environmental and economic considerations in order to limit the adverse impacts as well as maximise the positive impact of the Competition, based on ISO 20121.</p>
<p>"Team" means any team representing a Participating Member Association at the Competition.</p>
<p>"Team Base Camp" means the headquarters of a Team during the Competition Period of the Competition, consisting of a Team Hotel and the Training Site connected to the Team Base Camp.</p>
<p>"Team Delegation" means the delegation of a Team, consisting of players, coaches, managers, medical staff, officials, media officers, representatives and guests of a Team as well as other individuals appointed by FIFA or the Member Association for the purposes of accompanying and liaising with the Team.</p>
<p>"Team Hotel" means any hotel at which a Team Delegation is accommodated during the Competition Period, which is either a Team Base Camp or a Venue-specific Team Hotel.</p>

<p>"Ticket" means a ticket granting its holder access to a Match or a specific Competition-related Event in accordance with its applicable general terms and conditions, which are made available as individual tickets or as series of tickets or combined with other offers and/or services.</p>
<p>"Ticketing" shall mean all conceptual, operational and managerial measures to provide Tickets to all spectators of all Matches and Competition-related Events (as applicable), allowing the Ticket holder to enter a Stadium, obtain a seat and watch the Match and/or Competition-related Event as well as other performances related thereto. Ticketing shall include the management and operation necessary for the allocation, production, sale, distribution, delivery and payment of Tickets of the Competition.</p>
<p>"Ticketing Centre" means any location established by FIFA and/or a third party appointed by FIFA in relation to the Competition, at which Ticket holders or other individuals or groups are serviced in relation to any matters relating to Ticketing, which may be located in the direct vicinity of the Stadium or elsewhere in or near the Host City, such as in the centre, at an Airport and/or at other key locations in the Host City.</p>
<p>"Training Site" means any training site located in, or in the vicinity of, the Host City which is selected by FIFA for the Competition to conduct Competition-related training sessions of a Team or the Referees.</p>
<p>"Venue" means the area comprising all Sites and their connections used for the Competition and/or a Competition-related Event within the Host City and, if determined by FIFA, all Sites connected to, but located outside, of the Host City (such as the Airport, if applicable).</p>
<p>"Venue Dressing Programme" means the official Competition-related decoration programme to create a festive and welcoming atmosphere in the Venues as developed and established by FIFA with the support of the Member Association and the Host City Authorities, which is based on the Competition Design.</p>
<p>"Venue-specific Team Hotel" means any Team Hotel other than a Team Base Camp within, or in the vicinity of, the Host City, which accommodates a Team the night before its next Match in such Host City and (in respect of Matches with late kick-offs) the night following such Match.</p>
<p>"Venue-specific Training Site" means any Training Site which is connected to a Venue-Specific Team Hotel, at which a Team may perform training sessions in connection with the Competition.</p>
<p>"Volunteer" means an individual performing for and on behalf of FIFA and/or the Member Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or a Competition-related Event, who are primarily (but not exclusively) residents of the Host Country.</p>
<p>"Volunteer Centre" means any location established by FIFA, the Member Association and/or a third party appointed by FIFA and/or the Member Association in relation to the Competition, at which Volunteers are based and serviced and which shall be located in the direct vicinity of the Stadium or elsewhere in the Host City.</p>

ANNEXE 2

Outdoor Media

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

Outdoor Media Locations	Outdoor Media Terms of Delivery
<p>All inventory within</p> <ul style="list-style-type: none">- Two (2) kilometre radius of Stadium- Five Hundred (500) meter radius from Draw venue- One hundred (100) meter radius of any FIFA Fan Fest location	<p>- <u>Outdoor Media owned by Host City Authority:</u> To be provided to FIFA for its own disposal, free of charge</p> 
<p>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)</p>	<p>- <u>Outdoor Media owned by Host City Authority:</u> To be provided to FIFA for its own disposal, free of charge</p> 

<p>All inventory specifically created for the Competition</p>	<p>- <u>Outdoor Media owned by Host City Authority</u>: May be freely exploited by the Host City Authority provided it is only sold to FIFA, a Commercial Affiliate, a Media Rights Licensee or other FIFA-approved entities.</p>
<p>Adequate inventory at key locations at the Airport</p>	<p>- <u>Outdoor Media owned by third party</u>: 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.</p>
<p>Vehicle exteriors on mass transit routes to the Stadium</p>	<p>- <u>Outdoor Media owned by Host City Authority</u>: May be freely exploited by the Host City Authority 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.</p> <p>- <u>Outdoor Media owned by Host City Authority, but exploited by third parties or owned by third party</u>: 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.</p>

SUPPLEMENTARY TERMS AND CONDITIONS TO THE HOST CITY AGREEMENT among FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA), CANADA SOCCER ASSOCIATION and CITY OF TORONTO ("Host City Agreement").

The Host City Agreement is hereby amended by the following supplementary terms and conditions:

1. The Table of Contents is amended to add the following at the bottom of pages 2 and 7:

"ANNEXE 3 Conditions for Withdrawal of Candidacy".

2. Section 2.1(ii) of the Host City Agreement is amended to read as follows:

"(ii) The Host City Authority agrees and acknowledges that, subject to Clause 2.1 (iv) below:"

3. Section 2.1 is amended by adding the following provision:

"(iv) Notwithstanding Clause 2.1 (ii) above or any other provision in the Host City Agreement, the Host City Authority may by written notice, without penalty or liability to FIFA or the Member Association, prior to June 30, 2020, withdraw its offer to FIFA and the Member Association to be appointed as a host city of the Competition, pursuant to the terms set out in Annexe 3 to this Host City Agreement, and upon receipt of such notice, FIFA shall not appoint the Host City Authority as a host city or a Stadium Authority or a Training Site Authority and FIFA and the Member Association shall not execute this Host City Agreement or any ancillary stadium, airport or training site agreements relating to the hosting of the Competition by the Host City Authority".

4. The following is added as Annex 3:

"ANNEXE 3

Conditions for Withdrawal of Candidacy:

The Host City Authority may withdraw its offer by June 30, 2020 to FIFA and the Member Association to be appointed as a host city of the Competition if one or more of the following conditions have not been met:

1. One or more of the Government of Canada, the Province of Ontario or other person has committed to bearing the safety and security costs that exceed the normal role of local police forces for staging the Competition in the Host City;
2. The Government of Canada and the Province of Ontario (if applicable) have provided government guarantees or comparable assurances for the Competition; and

Initialed by



3. The Province of Ontario has confirmed its financial support for the Competition to be hosted in Toronto, to the satisfaction of the Host City Authority's City Manager.

Any such notice of withdrawal must be made in writing to the Host City Authority to FIFA and to the Member Association".

Initialed by



STADIUM AGREEMENT

between

THE CANADIAN SOCCER ASSOCIATION (CSA)

237 Metcalfe Street
Ottawa, Ontario, Canada K2P 1R2

("Member Association")

on the one side

and

CITY OF TORONTO

Toronto City Hall
100 Queen Street West
East Tower, 11th Floor
Toronto, Ontario, Canada M5H 2N2

("Stadium Authority")

on the other side

regarding participation in hosting and staging the

2026 FIFA World Cup

Initialed by
 / _____

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ANNEXE 1 Glossary of Terms

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1. INTRODUCTION

1.1 FIFA

- (i) 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.
- (ii) It is FIFA's vision to promote the game, protect its integrity, and bring the game to all. All of FIFA's activities are aligned with this vision and are supported by FIFA's statutory key objectives.
- (iii) FIFA is the creator of all FIFA competitions, including the FIFA World Cup, and has ultimate authority over the manner in which all FIFA competitions, including the Competition, are staged and organised.
- (iv) FIFA, as the founder of the Competition and world governing body of Association Football and based on its organisational, logistical and financial contributions, has ultimate authority over the manner in which all FIFA competitions, including the Competition, are staged and organised. FIFA is the sole and exclusive owner of any 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 Competition, including any Competition-related Events, whether existing or created in the future. FIFA retains the right to exclusively exploit any such right directly or indirectly, in perpetuity, in any manner, without any restriction, and on a world-wide basis. FIFA retains all revenues derived from such exploitation, which represent FIFA's main source of income to fulfil its statutory tasks.
- (v) FIFA has invited its member associations to bid for the right to host and stage the Competition.

1.2 Member Association

The Member Association has formally expressed its interest to participate in the Bidding Process and has submitted a Bid with the objective to co-organise together with FIFA the Competition in the Host Country.

1.3 Bidding Process and Appointment

- (i) During the Bidding Process, as part of its Bid, each of the member associations participating in the Bidding Process, including the Member Association, was required to propose to FIFA for the hosting and staging of the Competition in the Host Country a certain number of host cities and stadiums for the use for the Competition.
- (ii) The Bidding Process will be concluded by the decision of the FIFA Congress on the selection for the host country or host countries.

- (iii) In the event that the FIFA Congress selects the Member Association to co-organise together with FIFA the Competition in the Host Country, FIFA will select the host cities and stadiums in a manner as contained in this Stadium Agreement.

1.4 2026 FWC Entity

- (i) FIFA will establish the 2026 FWC Entity in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.
- (ii) The legal form and ownership structure of the 2026 FWC Entity and its place of business will be determined by FIFA, at its sole discretion, subsequent to the selection of the Member Association.
- (iii) The contractual relationship between the Member Association and the 2026 FWC Entity and/or FIFA will be determined by FIFA and the Member Association subsequent to the selection of the Member Association for the Competition. In particular, such contractual relationship will ensure the:
 - a) operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity; and
 - b) fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition owed to the 2026 FWC Entity by third parties contracted to the Member Association, such as the Stadium Authority pursuant to this Stadium Agreement.

1.5 Joint Bid and Co-Hosting of Competition

- (i) In the event that the Member Association has formally expressed its interest to participate in the Bidding Process together with other member associations, the Member Association has submitted a Bid jointly with such other member associations. The irrevocable offer by the Stadium Authority as contained in this Stadium Agreement formed part of the joint Bid submitted to FIFA.
- (ii) In the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, the following shall apply:
 - a) Clause 1.4 (i) above may not apply. FIFA will establish the 2026 FWC Entity in one of the host countries, not necessarily the Host Country, and a 2026 FWC Subsidiary in each of the respective other host countries in which the 2026 FWC Entity is not located, as the central entities for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Member Association and the other member associations. At the date of the unilateral execution by the Stadium Authority of this Stadium Agreement, FIFA has not decided whether the 2026 FWC Entity or a 2026 FWC Subsidiary will be located in the Host Country;

- b) the legal form and ownership structure of the 2026 FWC Entity and the 2026 FWC Subsidiaries, the countries and respective places of business where the 2026 FWC Entity and the 2026 FWC Subsidiaries are established shall be determined by FIFA, at its sole discretion, subsequent to the selection of the Member Association; and
- c) the contractual relationship between the Member Association, the 2026 FWC Entity and the 2026 FWC Subsidiaries will be determined by FIFA and the Member Association subsequent to the selection of the Member Association. In particular, such contractual relationship will ensure:
- the operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country); and
 - the fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition owed to the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country) by third parties contracted to the Member Association, such as the Stadium Authority pursuant to this Stadium Agreement.
- (iii) Based on Clause 1.5 (ii) above, in the event that the Member Association has been selected by FIFA together with other member associations, unless explicitly otherwise stated in this Stadium Agreement, all references to the "2026 FWC Entity" shall be read and understood as follows:
- a) with respect to the operational delivery of all tasks, activities and obligations as well as the entitlements of the Member Association as reference to "2026 FWC Entity or 2026 FWC Subsidiaries"; and
 - a) with respect to the fulfilment of any obligations, and operational delivery of tasks and activities by the Stadium Authority as reference to "2026 FWC Entity and/or 2026 FWC Subsidiaries".
- (iv) In the event that the Member Association has been selected by FIFA together with other member associations, all references to the "Host Country" refer to the country where the Member Association is located. Whenever this Stadium Agreement makes reference to the Host Country and the countries of the other member associations co-organising the Competition, it is explicitly stated in the respective Clause.

2. EFFECTIVENESS AND FULFILMENT OF STADIUM AGREEMENT

2.1 Conclusion of Stadium Agreement

- (i) As part of its requirements in the Bidding Process as described in Clause 1.3 (i) above, the Member Association has provided FIFA with this Stadium Agreement unilaterally executed by the Stadium Authority for the use of the Stadium in connection with the Competition. This Stadium Agreement incorporates the information on the Stadium contained in Annexe 2.
- (ii) The Stadium Authority agrees and acknowledges that:
 - a) the unilateral execution of this Stadium Agreement by the Stadium Authority constitutes an irrevocable offer to the Member Association to be appointed as a Stadium to be used in connection with the Competition on the terms and conditions as set out in this Stadium Agreement; and
 - b) its irrevocable offer to the Member Association is legally binding and fully valid until one (1) month subsequent to the selection by FIFA of the candidate host cities and stadiums and the Member Association is entitled to accept the offer of the Stadium Authority at any time until such date.
- (iii) This Stadium Agreement shall be concluded and come into full legal effect for both parties as and when the Member Association accepts the offer by the Stadium Authority by providing the Stadium Authority with a countersigned version of this Stadium Agreement.

2.2 Fulfilment of Stadium Agreement

- (i) The Member Association shall inform the Stadium Authority in writing about the final operational set-up pursuant to Clause 1.4 (iii) above and the modalities and specifications with respect to the fulfilment of any obligations under this Stadium Agreement.
- (ii) With respect to the integration of this Stadium Agreement in the final operational set-up for, and the delivery of, the Competition, the Stadium Authority agrees and acknowledges that:
 - a) any obligations of the Member Association under this Stadium Agreement may be fulfilled and performed by the 2026 FWC Entity on behalf of the Member Association; and
 - b) the Member Association may request the Stadium Authority to fulfil and perform any of its obligations to the 2026 FWC Entity under this Stadium Agreement.

In such cases, the 2026 FWC Entity shall not be deemed jointly and severally liable to the Stadium Authority under, or in connection with, this Stadium Agreement.

- (iii) As an alternative to Clause 2.2 (ii) above, in order to integrate this Stadium Agreement in the final operational set-up for, and the delivery of, the Competition,

the Member Association is entitled to unconditionally transfer all its rights and obligations resulting from, or in connection with, this Stadium Agreement to the 2026 FWC Entity. In such case, upon request by the Member Association, the Stadium Authority undertakes to unconditionally accept the assignment and assumption of all rights and obligations of the Member Association to the 2026 FWC Entity and agrees to execute any such documents as may be necessary to give effect to this provision.

- (iv) Dependent on the Member Association's decision pursuant to Clause 2.2 (ii) and (iii) above, unless explicitly otherwise stated in this Stadium Agreement, with respect to the fulfilment of the obligations resulting from this Stadium Agreement, all references to the "Member Association" may refer also to FIFA or the 2026 FWC Entity as applicable.
- (v) Regardless of the Member Association's decision to Clause 2.2 (ii) and (iii) above, the Stadium Authority agrees and acknowledges that any rights and opportunities of the Member Association under this Stadium Agreement may be exercised by the Member Association for the benefit of FIFA, any FIFA Subsidiary and/or any third party nominated by FIFA and/or the 2026 FWC Entity.

2.3 FIFA as Third Party Beneficiary

- (i) The parties agree and acknowledge that FIFA is a third party beneficiary under this Stadium Agreement and, without prejudice to any other rights of FIFA, shall have the right to itself assume, and/or to appoint, at its sole discretion, any third party to assume, at any time, any rights and obligations in accordance with the terms and conditions of this Stadium Agreement. In particular, the Stadium Authority agrees and acknowledges that:
 - a) FIFA has the ultimate and sole authority to exercise any rights resulting for FIFA directly or as third party beneficiary and/or the Member Association from, or in connection with, this Stadium Agreement; and
 - b) it shall not object to any exercise by FIFA of the rights resulting for FIFA from, or in connection with, this Stadium Agreement.
- (ii) Irrespective of FIFA's role as third party beneficiary under this Stadium Agreement, the parties agree and acknowledge that FIFA and the Member Association are not jointly and severally liable to the Stadium Authority for the obligations of the Member Association and the exercise of any rights by the Member Association or FIFA as third party beneficiary under, or in connection with, this Stadium Agreement. Therefore, the Stadium Authority agrees and acknowledges that it shall have no claims or rights against FIFA in case of a violation of any obligations by the Member Association.
- (iii) For the avoidance of doubt, the Stadium Authority agrees and acknowledges that any rights resulting for FIFA directly or as third party beneficiary from, or in connection with, this Stadium Agreement, may also be exercised by the 2026 FWC Entity.

2.4 FIFA World Cup Tests

- (i) Subject to the FIFA Council's final decision, FIFA may award to the Member Association the co-organisation of additional FIFA competitions, such as parts of the preliminary competition of the FIFA World Cup as operational test(s) for the Competition. The dates of such tests will be determined by the FIFA Council.
- (ii) In the event that an additional FIFA competition is awarded to the Member Association and matches of such additional FIFA competition are staged in the Stadium, the Stadium Authority agrees and acknowledges that, subject to a reasonable adaptation and taking into account the reduced scope of the hosting and staging of such additional FIFA competition, the obligations of the Stadium Authority as reflected under this Stadium Agreement shall apply, directly and without any limitation, to the matches of such additional FIFA competitions awarded by FIFA and staged in the Stadium.

3. OBLIGATIONS OF STADIUM AUTHORITY

3.1 Definition of Obligations

- (i) The FIFA World Cup is amongst the most popular and prestigious sports events 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 quality standard. Taking this into account, the Stadium Authority agrees and acknowledges that the Competition shall meet the highest possible international quality standards expected to be applicable in the year 2026.
- (ii) All obligations of the Stadium Authority as contained in this Stadium Agreement and the 2026 FWC Hosting Requirements are fully binding on the Stadium Authority.

3.2 Stadium Agreement

- (i) This Stadium Agreement contains the obligations of the Stadium Authority to be fulfilled by the Stadium Authority with regard to all tasks, activities and sub-projects that are to be delivered by the Stadium Authority in connection with the provision, use and operation of the Stadium.
- (ii) Notwithstanding Clause 3.2 (i) above, the Stadium Authority agrees and acknowledges that:
 - a) its obligations as contained in this Stadium Agreement are based on the international technological, commercial or infrastructural standards existing at the time of the Bidding Process and some of its obligations may only be determined and/or specified by the Member Association and/or FIFA at a later stage;

- b) its obligations as set out in this Stadium Agreement are based on the envisaged operational set-up and the allocation of roles and responsibilities of the Member Association, FIFA, the 2026 FWC Entity and other involved parties at the time of the Bidding Process and such operational set-up and/or the allocation of roles and responsibilities may be modified by the Member Association and/or FIFA at a later stage; and
 - c) this Stadium Agreement therefore does not contain a complete, detailed and final list of the obligations of the Stadium Authority and not necessarily the final operational set-up and allocation of roles and responsibilities.
- (iii) Taking into account Clause 3.2 (ii) above, the Stadium Authority agrees and acknowledges that, throughout the term of this Stadium Agreement and pursuant to Clauses 3.3.2, 3.3.3, 3.4 and 3.6 below, it is likely that the Member Association and/or FIFA will make specifications, modifications, reductions and/or enhancements of the obligations of the Stadium Authority, determine new, additional obligations and make modifications of the operational set-up and/or the allocation of roles and responsibilities.

3.3 2026 FWC Hosting Requirements

3.3.1 General Provisions

- (i) The 2026 FWC Hosting Requirements set out in detail the requirements to be complied with by the Stadium Authority in connection with the provision, use and operation of the Stadium for the Competition, with descriptions, quality standards, specifications and modifications of the obligations under this Stadium Agreement, further obligations and requirements of the Stadium Authority as well as roles and responsibilities of the involved parties.
- (ii) The 2026 FWC Hosting Requirements shall form an integral part of this Stadium Agreement.
- (iii) The 2026 FWC Hosting Requirements may consist of:
 - a) descriptions of the obligation of the Stadium Authority contained in this Stadium Agreement, in which case the 2026 FWC Hosting Requirements shall list and refer to such requirements;
 - b) specifications of the obligation of the Stadium Authority contained in this Stadium Agreement, in which case the 2026 FWC Hosting Requirements shall provide further details and specifications of such requirements;

For instance, this Stadium Agreement often makes reference that a certain obligation shall be delivered "as set out in detail in" or "in accordance with" the 2026 FWC Hosting Requirements. In such case, further details and specifications of such obligation shall be contained in the 2026 FWC Hosting Requirements;

- c) modifications, reductions and/or enhancements of the obligations of the Stadium Authority contained in this Stadium Agreement, in which case such

modifications, reductions and/or enhancements are communicated to the Stadium Authority in the 2026 FWC Hosting Requirements. For any such modifications, reductions and/or enhancements contained in the 2026 FWC Hosting Requirements, Clause 3.4 below applies;

- d) new, additional obligations of the Stadium Authority not contained in this Stadium Agreement, in which case such new, additional obligations are communicated to the Stadium Authority in the 2026 FWC Hosting Requirements. For any such new obligations contained in the 2026 FWC Hosting Requirements, Clause 3.4 below applies; and
- e) modifications of the operational set-up and/or the allocation of roles and responsibilities of FIFA, the Member Association, the Stadium Authority and other involved parties, in which case such modifications of the operational set-up and/or the allocation of roles and responsibilities are communicated to the Stadium Authority in the 2026 FWC Hosting Requirements.

3.3.2 Initial Version of 2026 FWC Hosting Requirements

- (i) During the Bidding Process, the Member Association provided to the Stadium Authority separately from this Stadium Agreement the initial version of the 2026 FWC Hosting Requirements. Such initial version is based on the international technological, commercial or infrastructural standards existing at the time of the Bidding Process.

The Stadium Authority agrees and acknowledges that:

- a) it has received and read the initial version of the 2026 FWC Hosting Requirements and has thereby taken full note of, and accepted, the descriptions and specifications of its obligations for the provision, use and operation of the Stadium for the Competition; and
 - b) the requirements and obligations contained in the initial version of the 2026 FWC Hosting Requirements establish the minimum level of its obligations for the provision, use and operation of the Stadium for the Competition.
- (ii) In addition to the initial version of the 2026 FWC Hosting Requirements, the Member Association and/or FIFA may, from time to time, provide the Stadium Authority with further detailed specifications determined by FIFA in relation to its obligations for the provision, use and operation of the Stadium for the Competition and the operational and functional areas in general. Such detailed specifications shall form an integral part of the initial version of the 2026 FWC Hosting Requirements.
- (iii) The Stadium Authority agrees and acknowledges that:
 - a) the initial version of the 2026 FWC Hosting Requirements, including the additional detailed specifications pursuant to Clause 3.3.2 (ii) above shall not constitute a precedent for its obligations for the provision, use and operation of the Stadium for the Competition as reflected in the final version of the 2026 FWC Hosting Requirements;

- b) the final version of the 2026 FWC Hosting Requirements may differ from the initial version of the 2026 FWC Hosting Requirements, including the additional detailed specifications pursuant to Clause 3.3.2 (ii) above in its content, form and/or structure and may, in particular, contain different specifications, modifications, reductions and/or enhancements of any obligations of the Stadium Authority for the provision, use and operation of the Stadium for the Competition and new, additional obligations as well as modifications of the operational set-up and/or the allocation of roles and responsibilities; and
- c) FIFA shall by no means be restricted in any manner to determine in the final version of the 2026 FWC Hosting Requirements different, adapted, changed, modified or additional specifications, modifications, reductions and/or enhancements of any obligations of the Stadium Authority for the provision, use and operation of the Stadium for the Competition and new, additional obligations as well as modifications of the operational set-up and/or the allocation of roles and responsibilities.

3.3.3 Final Version of 2026 FWC Hosting Requirements

- (i) The Stadium Authority agrees and acknowledges that the requirements and obligations contained in the final version of the 2026 FWC Hosting Requirements establish the further revised (i.e. modified, reduced or enhanced) and final level of its obligations for the provision, use and operation of the Stadium for the Competition.
- (ii) The final version of the 2026 FWC Hosting Requirements will be issued by the Member Association and/or FIFA to the Stadium Authority by 30 June 2023.
- (iii) In addition to the final version of the 2026 FWC Hosting Requirements, the Member Association and/or FIFA may, from time to time, provide the Stadium Authority with further detailed specifications determined by FIFA in relation to its obligations for the provision, use and operation of the Stadium for the Competition and the operational and functional areas in general. Such detailed specifications shall form an integral part of the final version of the 2026 FWC Hosting Requirements.

3.4 Change of Obligations

- (i) The Member Association may, during the term of this Stadium Agreement, unilaterally specify, modify, reduce and/or enhance the obligations of the Stadium Authority and/or define new, obligations in addition to those as contained in this Stadium Agreement or as set out in detail in the 2026 FWC Hosting Requirements. All such specifications, modifications, reductions, enhancements and/or new, additional obligations will, upon written notice by the Member Association and/or FIFA, be deemed to be incorporated in this Stadium Agreement and shall be fully binding upon the Stadium Authority.
- (ii) Without prejudice to Clause 3.4 (i) above, the Stadium Authority agrees and acknowledges that, with regard to any specifications, modifications, enhancements and/or new, additional obligations communicated to the Stadium Authority until the issuance of the final version of the 2026 FWC Hosting Requirements pursuant to

Clause 3.3.3 (ii) above, Clause 13.2 below applies to effect that any and all costs and expenses incurred by the Stadium Authority in connection with any such specifications, modifications, reductions, enhancements and/or new additional obligations of the Stadium Authority shall be entirely compensated by the payment of the Stadium Rental Fee.

- (iii) Without prejudice to Clause 3.4 (i) above, the Stadium Authority agrees and acknowledges that with regard to any specifications, modifications, enhancements and/or new, additional obligations communicated to the Stadium Authority subsequent to the issuance of the final version of the 2026 FWC Hosting Requirements pursuant to Clause 3.3.3 (ii) above, the following shall apply:
- a) Should the Stadium Authority reasonably expect any such specification, modification, enhancement and/or new, additional obligation to result in a substantial adverse financial impact on the Stadium Authority, the Stadium Authority shall, within thirty (30) days of receipt of the communication of the respective specification, modification, enhancement and/or new, additional obligation, notify the Member Association of such expectation in writing, evidencing the expected substantial adverse effect.
 - b) The Member Association and the Stadium Authority shall then jointly and in good faith discuss and agree potential solutions to reasonably minimise the expected substantial adverse effect.
 - c) The Stadium Authority undertakes to fully comply, and ensures that any third party involved in the fulfilment of the respective obligation complies, with, and commence the implementation of, any such specification, modification, enhancement and/or new, additional obligation as and when requested by the Member Association and/or FIFA, regardless of whether any such solution has been agreed between the parties by the time of such request pursuant to this Clause 3.4 (iii).

3.5 Compliance with Stadium Agreement

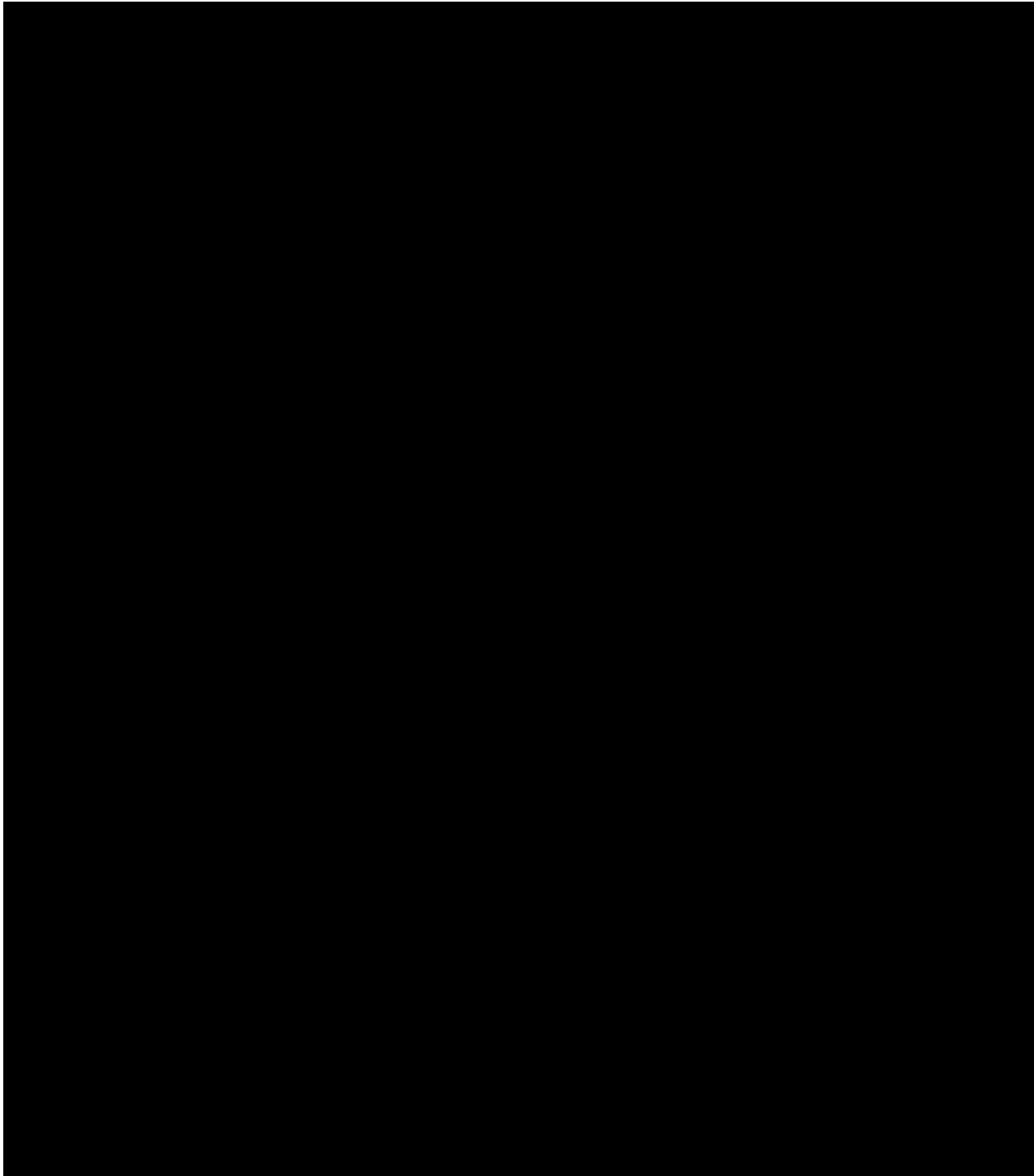
- (i) The Stadium Authority undertakes to, at all times fully and in a timely manner comply with the terms of this Stadium Agreement, including its annexes, any information and undertakings given, statements made and plans and measures proposed by the Stadium Authority during the Bidding Process as well as any decisions and instructions by the Member Association and/or FIFA on the basis of this Stadium Agreement.
- (ii) The Stadium Authority agrees and acknowledges that:
 - a) time is of the essence in relation to the fulfilment by the Stadium Authority of any of its obligations; and
 - b) non-compliance, or non-compliance in a timely manner, in particular with the Due Dates set out in this Stadium Agreement may result in the Member Association, FIFA or other third parties suffering and/or incurring substantial and irreparable losses and damages in relation to the Competition.

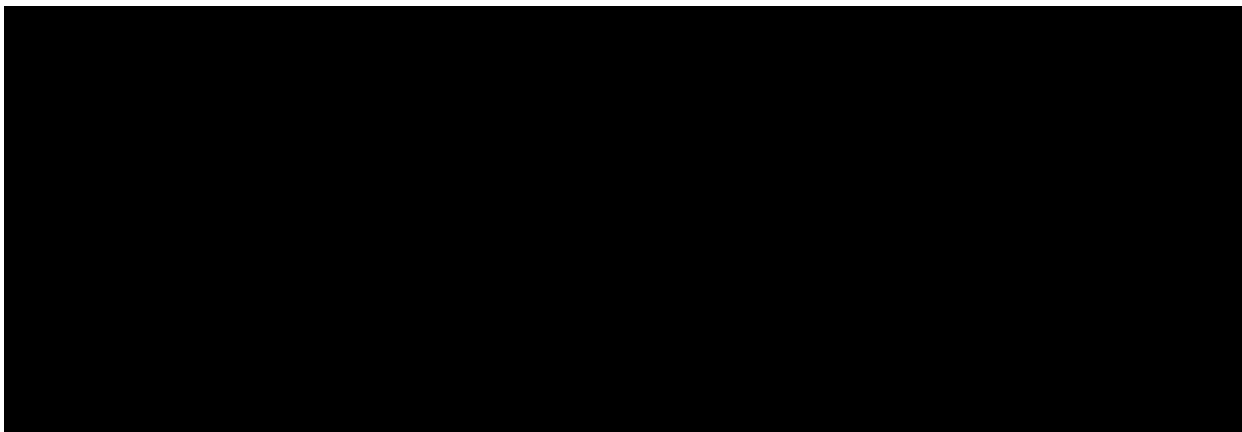
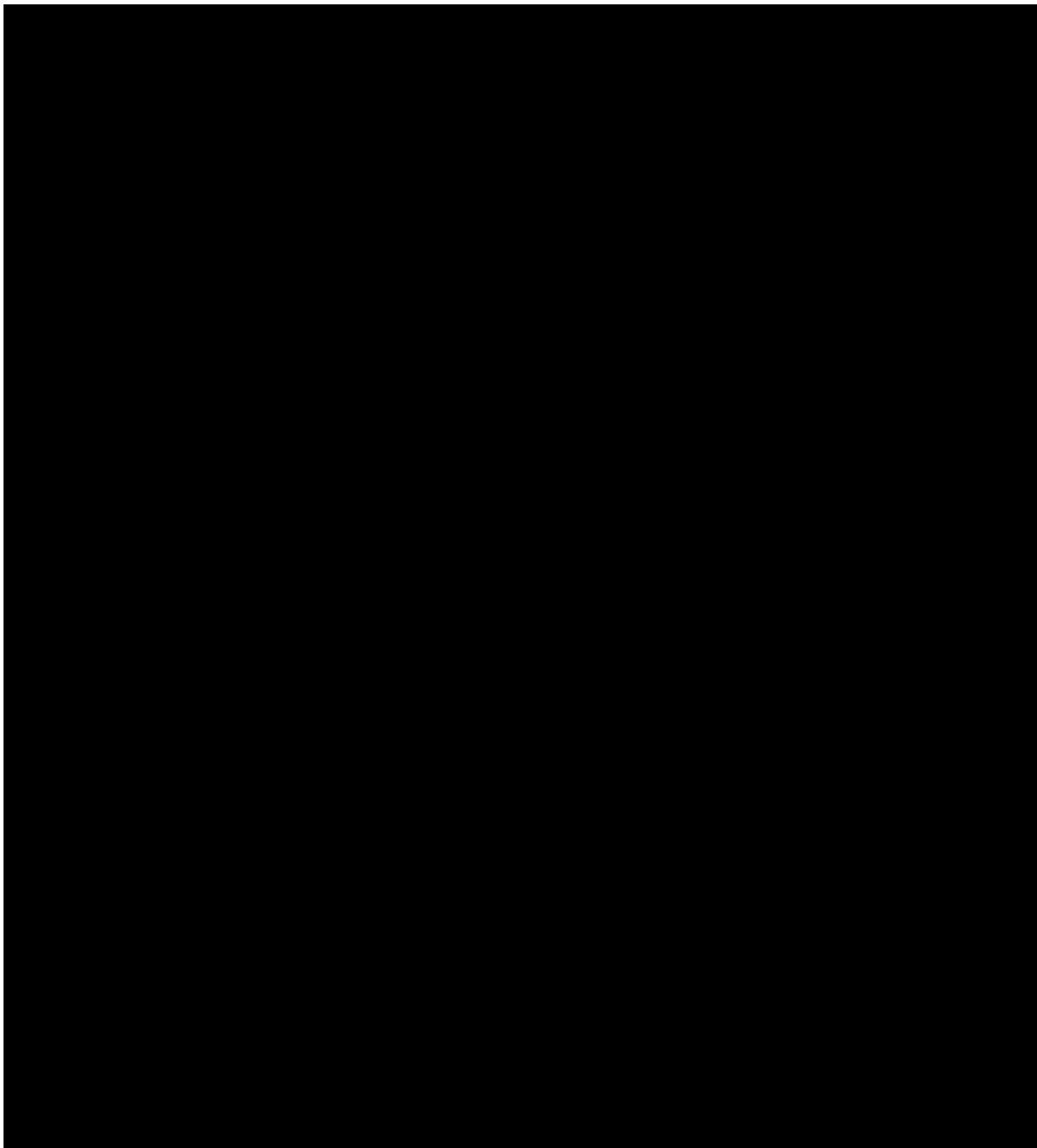
- (iii) The Stadium Authority will ensure that its staff, and any person and/or entities acting on its behalf, with respect to its obligations under this Stadium Agreement are at all times fully aware of the Stadium Authority's obligations in relation to the provision, use and operation of the Stadium for the Competition and will instruct such persons and entities accordingly.

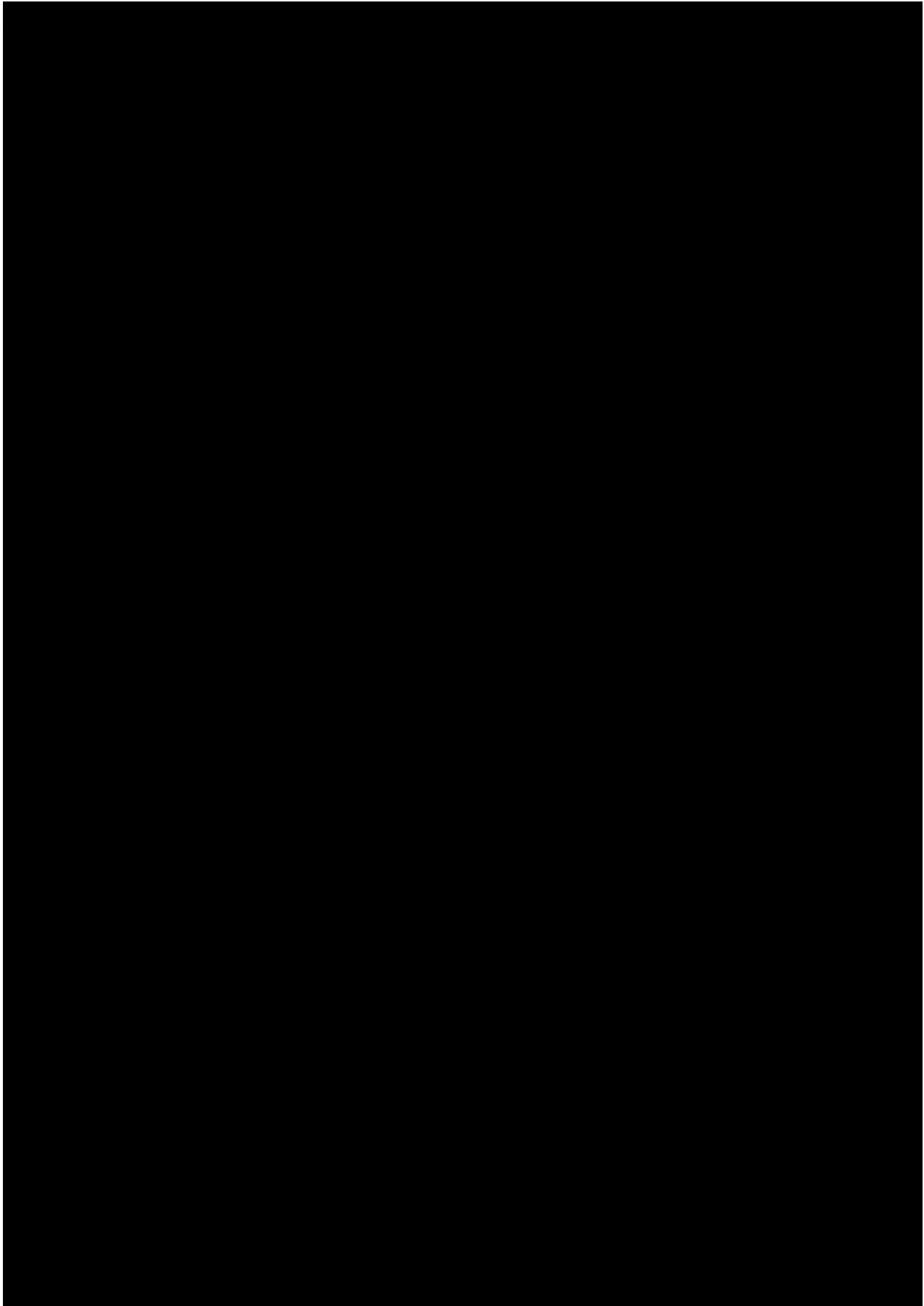
3.6 Substitute Performance

- (i) In relation to any obligations of the Stadium Authority, without prejudice to any other rights of the Member Association under this Stadium Agreement and subject to Clause 3.6 (ii) below, the Member Association reserves the right to itself assume, and/or to appoint, at its sole discretion, any third party to assume, at any time, full or partial control and responsibility for any of such obligations of the Stadium Authority in the event that the Member Association and/or FIFA, at their sole discretion, consider the Stadium Authority to not be fully or partially complying with such obligations, including the development and operation of alternative solutions as well as the implementation of alternative procedures and processes on the basis of prudent assumptions by the Member Association and/or FIFA.
- (ii) In the event that the Member Association and/or FIFA consider the Stadium Authority to not be fully or partially complying with any of its obligations under this Stadium Agreement, the Member Association shall notify the Stadium Authority and give the Stadium Authority the opportunity to remedy the non-compliance with such obligation within:
 - a) one (1) month within receipt of such notification if the non-compliance occurs more than six (6) months prior to the Opening Match or such one (1) month period is necessary due to the delivery of the Competition, a Match or further component of the Competition;
 - b) principally ten (10) days within receipt of such notification if the non-compliance occurs in the period between six (6) months and three (3) months prior to the Opening Match or such ten (10) days period is necessary earlier due to the delivery of the Competition, a Match or further component of the Competition; or
 - c) principally two (2) days within receipt of such notification if the non-compliance occurs less than three (3) months prior to or during the Competition or such two (2) days period is necessary earlier due to the delivery of the Competition, a Match or further component of the Competition.
- (iii) In case any such non-compliance by the Stadium Authority is not remedied pursuant to Clause 3.6 (ii) above, the Stadium Authority agrees and undertakes to:
 - a) accept the Member Association's decision to assume, and/or to appoint any third party to assume, full or partial control and responsibility;
 - b) fully indemnify the Member Association, FIFA and/or such third party from and against all damages, costs and/or expenses reasonably incurred by the Member Association, FIFA and/or such third party; and

- c) take all steps necessary or requested by the Member Association to assist the Member Association, FIFA or the third party appointed by the Member Association or FIFA, in the performance of the assumed obligation, for example by providing all relevant information or material.







4-5 Revocation of Stadium Selection

- (i) The Stadium Authority agrees and acknowledges that the selection of the Stadium by FIFA is based on the assumptions, and subject to the conditions, that:
 - a) the Stadium Authority at all times meets its requirements, and acts in full compliance with its obligations resulting from, or in connection with, this Stadium Agreement, including timely conclusion of renovation and construction work as well as the provision of the Stadium without any encumbrances, charges, liens, third party rights and any other restrictions which may adversely affect the control and/or use of the Stadium for the Competition;
 - b) the respective Host City Authority, the Training Site Authorities, the Airport Authority and/or the Hotel Authorities relevant for the Venue at all times meet their respective requirements and act in full compliance with their obligations resulting from, or in connection with, the Host City Agreement, the Airport Agreement, the Training Site Agreements and/or the Hotel Agreements (as applicable), in particular that the selected Host City, selected Training Sites, the Airports and further transport infrastructure as well as the Accommodation infrastructure will all be made available, renovated or constructed in a timely manner and in full compliance with any undertakings given, or representations, warranties, assurances and commitments made, as part of the Stadium selection process; and
 - c) any information and undertakings given, statements made and plans and measures proposed by the Stadium Authority in the stadium selection process which are considered representations, warranties, assurances and commitments by the Stadium Authority under this Stadium Agreement are at all times fully and in a timely manner complied with by the Stadium Authority.
- (ii) The Stadium Authority agrees and acknowledges that full compliance with all terms and conditions of this Stadium Agreement is of key importance for the successful hosting and staging of the Competition and a significant direct and indirect damage will be caused in case of any non-compliance. Therefore, in the event that one or more of the above assumptions and conditions are not met for any reason, including

force majeure events, FIFA shall be entitled to revoke the selection of the Stadium and, in such case, the Member Association will terminate this Stadium Agreement pursuant to Clause 16.3.1 below.

5. CONSTRUCTION, RENOVATION AND PREPARATION OF STADIUM

5.1 Stadium Construction and Renovation Plan

- (i) By no later than 30 April 2020 (Stadium Construction and Renovation Plan Due Date), the Stadium Authority shall submit to the Member Association and/or FIFA, for FIFA's prior written approval, a Stadium construction and renovation plan outlining in detail the various stages and the estimated final dates for completion of the various stages and the entire renovation or construction if the Stadium requires renovation or construction work.
- (ii) The Stadium construction and renovation plan shall contain a detailed definition and explanation of any equipment, facilities and infrastructure that is permanently part of, will be permanently used in, the Stadium as well as spaces required by FIFA for the Stadium Overlay Infrastructure in order to meet the Stadium requirements as set out in Clause 7 below.

5.2 Monitoring, Observation and Inspection

- (i) The Stadium Authority agrees and acknowledges that the Member Association and/or FIFA will closely monitor and observe (according to any instructions and standard templates provided by FIFA) during the entire term of this Stadium Agreement the operation and progress of the renovation or construction of the Stadium and the availability of required Stadium equipment, facilities and infrastructure. The Stadium Authority shall submit to the Member Association regularly as requested by the Member Association, starting on 31 May 2021, a report on the status of the Stadium construction and renovation, outlining in detail the status of the various stages and a variance analysis compared to the initial Stadium construction and renovation plan.
- (ii) The Stadium Authority shall provide the Member Association with free access to any document and information relevant to the operation and progress of the renovation or construction of the Stadium and the availability of required Stadium facilities.
- (iii) In any event, the Member Association and/or FIFA shall be entitled to conduct own inspection visits to the Stadium at any time pursuant to Clause 10.1 below to assess and inspect the status of any renovation or construction work to be conducted at the Stadium.

5.3 Stadium Completion Date

- (i) The Stadium Authority hereby represents and warrants that all renovation or construction work of the Stadium is completed by no later than 30 June 2025 or such earlier date which ensures that the entire Stadium, fully renovated and with all

construction work completed and fully commissioned (as applicable), and any of equipment, facilities and infrastructure of the Stadium are operationally used by the Stadium Authority for a minimum of one (1) full season or comparable operational cycle prior to the provision of the Stadium to FIFA for the Competition (Stadium completion due date).

- (ii) The Stadium Authority agrees and acknowledges that the renovation or construction work of the Stadium shall only be considered "completed and fully commissioned" for the purpose of this Stadium Agreement:
 - a) once the Stadium is fully renovated or constructed and all renovation or construction work is completed (as applicable);
 - b) once all equipment, facilities, infrastructure and further engineering systems (such as power supply, elevators, safety systems, access to utilities) that are permanently part of, will be permanently used in, the Stadium in compliance with the Stadium construction and renovation plan pursuant to Clause 5.1 above have been installed, and are ready for its operational use, in the Stadium;
 - c) once all licences, permits, orders, decisions, concessions and other acts have been granted which are necessary under the applicable laws to fully operate the Stadium for its regular use;
 - d) once all technical installations are fully commissioned, tested and functional;
 - e) once all service operations are tested and operational staff is trained and equipped to fully operate the Stadium for its regular use; and
 - f) upon the written confirmation and acceptance of the Stadium completion by an expert delegation appointed by the Member Association and/or FIFA.
- (iii) The Stadium Authority agrees and acknowledges that the timely completion and operability of the Stadium pursuant to the above deadline is of major importance and a significant condition for the successful hosting and staging of the Competition and that any delay of the timely completion of the Stadium may seriously endanger the implementation of various operational projects related to the Stadium and thereby cause significant costs and/or damages for the Member Association and FIFA.

5-4 Stadium Overlay Infrastructure

- (i) The Member Association and FIFA will be responsible for the sourcing, installation, operation and dismantling of any equipment, facilities and infrastructure forming part of the Stadium Overlay Infrastructure in the Stadium. With this respect, the Member Association and/ or FIFA may, at its sole discretion, decide on:
 - a) any equipment, facilities and infrastructure forming part of the Stadium Overlay Infrastructure; and

- b) whether any such equipment, facilities and infrastructure is procured individually or by means of a central procurement process (i.e. a joint and central sourcing across all or some stadiums and/or, if applicable, other sites in the relevant Venue).

For the avoidance of doubt, any indoor and outdoor spaces required by FIFA for the Stadium Overlay Infrastructure shall not form part of the Stadium Overlay Infrastructure itself and shall be provided by the Stadium Authority as part of the space requirements pursuant to Clauses 7.2 (ii) and Clause 13.2 (iii).

- (ii) As part of its responsibility to support FIFA to implement and operate its safety and security strategy and concept relating to the Competition, the Stadium Authority shall ensure the full cooperation and support by the Host City Authority and the Government and other governmental authorities as may be necessary.

6. PROVISION AND USE OF STADIUM / ACCESS TO STADIUM

6.1 General Principle

- (i) The Stadium Authority agrees and acknowledges that FIFA and the Member Association shall be entitled to make use of the Stadium provided by the Stadium Authority pursuant to this Clause 6 without any restrictions and in any such manner FIFA deems appropriate, at its sole discretion, in connection with the hosting and staging of the Competition.
- (ii) FIFA and the Member Association shall be entitled to allow any third party the use of, and access to, the Stadium during the Exclusive Use Period as it deems appropriate, including any FIFA Delegation members as well as any Commercial Affiliates, Media Rights Licensees, the Hospitality Rights Holder, Media Representatives, service providers and any other third party as determined by FIFA.

6.2 Exclusive and Non-Exclusive Use of Stadium

6.2.1 Exclusive Use of Stadium

Unless otherwise specified in writing by the Member Association, the Stadium Authority shall provide, and make available for the exclusive use of FIFA and the Member Association pursuant to this Stadium Agreement, the Stadium for the Competition during the Exclusive Use Period, namely as of thirty (30) days prior to the day of the Opening Match until seven (7) days after the day of completion of the last Match staged in the Stadium.

6.2.2 Non-Exclusive Use of Stadium

- (i) The Stadium Authority agrees and acknowledges that, notwithstanding Clause 6.2.1 above, the set up and installation of temporary facilities and infrastructure for media, Ticketing, hospitality, food and beverage concessions and other operational areas as well as information technology, broadcasting and telecommunication infrastructure and general working places may require FIFA, the Member Association and/or any third party appointed by the Member Association and/or

FIFA to use certain areas and/or facilities in the Stadium, including the areas belonging to the Outer Stadium Perimeter significantly earlier than required in Clause 6.2.1 above.

For such purpose, upon FIFA's and/or the Member Association's prior request, the Stadium Authority shall make available, at no costs, to the Member Association, FIFA and/or any third party appointed by FIFA all relevant areas and/or facilities at the Stadium for any such set up, installation and preparation work to be done at the Stadium as of three (3) months prior to the day of the Opening Match until two (2) months after the day of completion of the last Match staged in the Stadium.

- (ii) FIFA and/or the Member Association shall inform the Stadium Authority reasonably in advance of the Competition of its timely requirements to use certain areas and facilities of the Stadium pursuant to Clause 6.2.2 (i) above.
- (iii) Upon prior request, the Stadium Authority shall make available, at no costs, certain areas and/or facilities at the Stadium at such earlier date as requested by FIFA or the Member Association for the exclusive or non-exclusive use of FIFA, the Member Association and/or any third party authorised by FIFA and/or the Member Association for any set up, installation and preparation work to be done at the Stadium, including the areas belonging to the Outer Stadium Perimeter.

In case any such areas and/or facilities are owned, or operated under the control of, any third party other than the Stadium Authority, the Stadium Authority shall, without any compensation payable by FIFA, the Member Association and/or any third party authorised by FIFA and/or the Member Association, including for any loss of revenues by the Stadium Authority, ensure that such areas and/or facilities will be made available to such parties at such dates.

- (iv) In exercising this right, FIFA and the Member Association shall use all reasonable efforts to minimise the impact on the Stadium Authority and any third party concerned. FIFA will request any third party appointed by FIFA to also use such reasonable efforts.

6.3 Prior Access to Stadium

- (i) Notwithstanding Clause 6.2 above, upon prior request, the Stadium Authority shall ensure that FIFA, the Member Association and/or any third party authorised by FIFA and/or the Member Association have the non-exclusive right to have free and unrestricted access to visit and inspect the Stadium in connection with the preparation of the Competition (and to use the required conference and office facilities for meetings at the occasion of such visits), at no cost and at any time, during the term of this Stadium Agreement, including as part of any Stadium inspections. Such access shall also be provided to any rooms, areas or facilities rented to, owned by, or otherwise under the control of, any other third party.
- (ii) In exercising this right, FIFA and the Member Association shall use all reasonable efforts to minimise the impact on the Stadium Authority and any third party concerned. FIFA will request any third party appointed by FIFA to also use such reasonable efforts.

6.4 Clean Stadium Obligations

- (i) The Stadium Authority shall provide and make available the Stadium for use free and clear of any and all advertising, marketing, promotion, merchandising and brand identification as well as free and clear of any third party rights to conduct any commercial activity in the Stadium throughout the Exclusive Use Period.

Accordingly, the Stadium Authority shall make any room, area, building, facility or section belonging to the Stadium available for the Competition according to the above requirements, which, for the avoidance of doubt, includes the entire premises (to the extent that a Ticket or an Accreditation Pass is required in order to gain access) of the Stadium facility inside the Outer Stadium Perimeter fence and (on Match Days and on any day on which any official Team training session takes place within the Stadium) the aerial space above the Stadium premises as well as any permanent and temporary parking facilities, VIP/VVIP areas and areas used for the Hospitality Programme, Media Tribunes, the SMC and other permanent and temporary media areas and zones, food and beverage concession areas, Commercial Display areas, the Pitch Area, the Broadcast Compound, Stands, the areas beneath Stands, the areas used for the Ticketing Centre, Accreditation Centre and Volunteer Centre as well as any other areas, buildings, facilities or sections used in connection with the use of the Stadium for the Competition as determined by FIFA.

- (ii) These requirements include the requirement that there shall be no advertising, marketing, promotion, merchandising, licensing, signage or other commercial identification of any kind on any Stands, scoreboards, seats, seatbacks, time clocks, staff uniforms, Accreditation Passes, fences or elsewhere inside, surrounding, or in the airspace above and around the Stadium other than that which is installed by, or at the direction of, FIFA or which is approved in writing by FIFA.
- (iii) The precise nature and extent of the Stadium Authority's obligation to ensure a commercially-clean Stadium pursuant to this Clause 6.4 will be subject to further detailed specifications determined by FIFA and/or the Member Association.

7. STADIUM REQUIREMENTS

7.1 General Principle

- (i) The Stadium Authority shall provide, at such dates as defined in Clause 6.2 above, the Stadium to FIFA and the Member Association for the use for the Competition in full compliance with the Stadium requirements as contained in this Stadium Agreement, in particular in this Clause 7 and as set out in detail in the 2026 FWC Hosting Requirements.
- (ii) In addition to the initial and final version of the 2026 FWC Hosting Requirements, the Member Association may, from time to time, provide the Stadium Authority with further detailed specifications in relation to the Stadium requirements as set out in this Clause 7. Such detailed specifications shall form an integral part of the 2026 FWC Hosting Requirements.

7.2 Space Requirements

The Stadium Authority shall provide the Stadium in accordance with the Stadium space requirements as defined under this Stadium Agreement and in accordance with the 2026 FWC Hosting Requirements, including any:

- (i) spaces and technical, administrative and other rooms required for the Teams, the FIFA Delegation, the Host Broadcaster, the Media Rights Licensees, the Commercial Affiliates, the Media Representatives, the Hospitality Rights Holder and any other third parties holding rights or rendering services in respect of the Competition; and
- (ii) spaces required by FIFA for any equipment, facilities and infrastructure forming part of the Stadium Overlay Infrastructure pursuant to Clause 5.4 above, which in any event shall reflect the quality standard of facilities and infrastructure permanently installed in the Stadium.

7.3 Infrastructure Requirements

The Stadium Authority shall provide the Stadium in accordance with the Stadium infrastructure requirements as defined under this Stadium Agreement and in accordance with the 2026 FWC Hosting Requirements, including:

- (i) utility outlets (such as outlets for electrical power, hot and cold water, gas, heating, cooling systems and air conditioning);
- (ii) any supplies and facilities necessary for the hosting and staging of the Competition, such as:
 - a) one (1) main set of floodlights which will be in line with highest international standard broadcasting needs, ensuring adequate lighting for television purposes;
 - b) at least two (2) giant video screens which must be entirely visible from all tribunes and a giant video screen control room with suitable interfaces for content feeds;
 - c) a powerful and reliable public address system; and
 - d) a "state-of-the-art" electronic access control system pursuant to Clause 7.15.3 below; and
- (iii) any supplies and facilities necessary for the exploitation of the Marketing Rights and Media Rights, such as:
 - a) any areas, facilities and equipment used for the Hospitality Programme, such as the Hospitality Boxes, any permanent (i.e. central and satellite) and temporary kitchen areas, including equipment as well as any food elevators, storage and cooling areas; and

- b) any areas, facilities and equipment used for the food and beverage concessions as well as any other catering programmes conducted in the Stadium.

7-4 Broadcast and Media Requirements

7.4.1 General Principle

- (i) Subject to Clause 7.4.1 (ii) below, the Stadium Authority shall provide the Stadium in accordance with the Stadium broadcast and media requirements as contained in this Stadium Agreement, in particular in Clauses 7.4.2 to 7.4.13 below and as set out in detail in the 2026 FWC Hosting Requirements, including all technical facilities, equipment, infrastructure, services and resources required in particular by FIFA, the Member Association, the Host Broadcaster, the Media Rights Licensees and Media Representatives in the Stadium in connection with the Competition.
- (ii) In order to facilitate, in particular, quality and consistency of concepts and implement cost savings, to the extent legally possible according to the applicable laws, upon request by the Member Association and/or FIFA, the Stadium Authority shall accept that any technical facilities, equipment, infrastructure, services and resources will be sourced by means of a central procurement process (i.e. a joint and central sourcing across all stadiums and, if applicable, other sites). Such central procurement shall be conducted by FIFA, the Member Association and/or such third party as determined by FIFA in accordance with applicable laws.

7.4.2 Host Broadcaster Requirements

The Stadium Authority shall provide the Stadium with any technical facilities, equipment, infrastructure, services and resources to FIFA, the Member Association and/or the Host Broadcaster as required for the production of the audio-visual and other feeds or media coverage of the Competition.

7.4.3 Pitch Area

The Stadium Authority shall provide the Stadium with sufficient space at the level of the Field of Play, along all four sides of the Field of Play, for properly accredited professional photographers, for static and mobile television cameras, for cameras mounted on mobile equipment and for the Host Broadcaster and selected Media Rights Licensees' personnel and assistant personnel, with separate access for these persons.

7.4.4 Media Tribune

The Stadium Authority shall provide the Stadium with sufficient space to establish and operate a Media Tribune to allow the Media Representatives to conduct their reporting and other media activities from specially constructed positions.

7.4.5 Stadium Media Centre (SMC)

The Stadium Authority shall provide the Stadium with sufficient space to establish and operate a SMC within the Outer Stadium Perimeters, in particular for use by the Media Representatives reporting from the Matches taking place in the Stadium. The SMC shall

be located as close as possible to the Media Tribune, with access restricted to those in possession of appropriate Accreditation Passes.

7.4.6 Mixed Zone

- (i) The Stadium Authority shall provide the Stadium with a Mixed Zone, being an area within the Stadium (preferably between the Team dressing rooms and the Team bus pick-up location), to which access is restricted and in which Media Representatives may interview the players, coaches or other members of the Team Delegation after a Match. The Mixed Zone shall:
 - a) provide separate accesses for Team Delegation members and Media Representatives; and
 - b) contain backdrops featuring the Competition Design and recognition of the Commercial Affiliates and the Media Rights Licensees as designed, produced and installed by FIFA, at its sole discretion.
- (ii) The Mixed Zone should be of such size as set out in detail in the 2026 FWC Hosting Requirements, have sufficient facilities to allow for broadcasting and recording activities as well as TV monitors to allow the live broadcast of the press conferences in the Mixed Zone, be capable of catering for live and/or delayed radio and/or television commentary and be equipped with the required technical facilities and equipment (e.g. internet access/W-LAN).

7.4.7 Press Conference Room

The Stadium Authority shall provide the Stadium with a press conference room, being a room within the Stadium building (preferably between the Team dressing rooms and the Mixed Zone) to which access is restricted and in which Media Representatives may participate in a press conference in order to ask questions to players, coaches or other members of the Team Delegation.

7.4.8 TV Studios / Presentation Studios / Announcer Platforms

- (i) The Stadium Authority shall provide the Stadium with sufficient space for the establishment and operation of:
 - a) TV studios which shall be located close to the Team dressing rooms; and
 - b) presentation studios and announcer platforms which shall be located on the Stands at locations providing an unobstructed view onto the Pitch Area.
- (ii) Further requirements in relation to the TV studios, presentation studios and announcer platforms are set out in detail in the 2026 FWC Hosting Requirements.

7.4.9 Flash Interview Facilities

The Stadium Authority shall provide the Stadium with sufficient space for the establishment and operation of facilities which shall be located adjacent to the players' tunnel, to allow for "flash" interviews during half time and at the end of each Match.

7.4.10 Broadcast Compound

- (i) The Stadium Authority shall provide the Stadium with sufficient space for the establishment and operation of a Broadcast Compound which shall be located immediately adjacent to the principal Stadium building on the same side of the Stadium as the main television camera positions (i.e. on the western side of the Stadium) for outside broadcast vans and other vehicles and equipment.
- (ii) The Stadium Authority shall provide the space for the Broadcast Compound with a solid even surface, ensuring suitable drainage in case of rain, offering access for trucks and pedestrians and an unobstructed view to the satellite orbit.

7.4.11 Access to Media Facilities

The Stadium Authority shall ensure that the access of Media Representatives to the relevant Stadium media facilities is as smooth as possible. In particular, the Stadium Authority shall take the necessary measures to ensure that disabled Media Representatives can access the Stadium media facilities and are provided with the same working conditions as non-disabled Media Representatives.

7.4.12 Common Area TV (CATV)

The Stadium Authority shall provide the Stadium with a CATV system that is fully operational the latest four (4) weeks prior to the first Match in the Stadium. Such CATV shall be capable of delivering a variety of signals to all relevant areas in the Stadium including the Media Tribune, the Mixed Zone, the SMC, presentation studios, TV studios, the Broadcast Compound, the Volunteer Centres, Hospitality Villages, Hospitality Boxes, hospitality lounges, VIP/VVIP areas and such other areas as determined by FIFA. Further detailed requirements in relation to such CATV system are set out in detail in the 2026 FWC Hosting Requirements.

7.4.13 Media Backdrops

The Stadium Authority agrees and acknowledges that any of the media areas referred to in this Clause 7.4 will contain backdrops featuring the Competition Design and recognition of the Commercial Affiliates and the Media Rights Licensees as designed, produced and installed by FIFA, at its sole discretion

7.5 IT Requirements

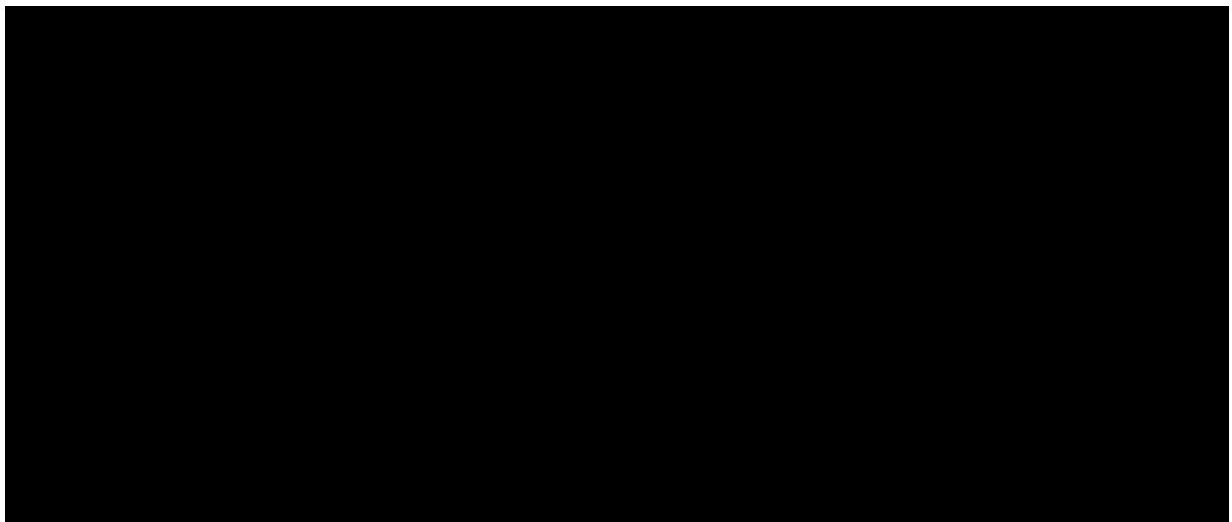
- (i) The Stadium Authority shall provide the Stadium in accordance with FIFA's IT&T infrastructure and operations requirements as contained in this Stadium Agreement and as set out in detail in the 2026 FWC Hosting Requirements.
- (ii) The Stadium Authority agrees and acknowledges that:
 - a) any technical facilities, equipment, infrastructure, services and resources provided by the Stadium Authority in the Stadium shall be of the highest prevailing industry standards and at a state-of-the-art quality reflecting the status and prestige of the Competition; and

- b) Clause 14.4 below shall apply in connection with the potential sourcing of any technical facilities, equipment, infrastructure, services and resources used for the development, preparation and implementation to be provided by the Stadium Authority.

7.6 Stadium Power

- (i) The Stadium Authority shall provide the Stadium in accordance with the requirements in relation to the provision of Stadium power as contained in this Stadium Agreement and as set out in detail in the 2026 FWC Hosting Requirements.
- (ii) In particular, the Stadium Authority shall ensure:
 - a) two (2) sources of power supply, completely independent of each other. The power supply system shall be such that in the event of any failure of the primary supply, the second independent supply shall instantly and automatically cut in and provide an uninterrupted flow of sufficient electrical power. Each individual supply system must be able to supply sufficient electricity to all areas of the Stadium, including the Pitch Area, Stands and other spectator areas, food and beverage concessions, Hospitality Boxes and any other hospitality areas (including permanent and temporary kitchens and external hospitality areas/villages), the VIP Tribune, the SMC as well as any internal rooms and corridors and facilities located within the Outer Stadium Perimeter;
 - b) the provision of an emergency power supply at the Stadium (i.e. not including power to the Broadcast Compound) and that power failure shall not lead to the cancellation or postponement of a Match; and
 - c) independent power that supports the Broadcast Compound and any other broadcast facilities in the Stadium.

7.7 Stadium Capacities



7.8 Stadium Seating

7.8.1 General Principle

- (i) The Stadium Authority shall provide the Stadium in accordance with the Stadium seating requirements as contained in this Stadium Agreement and as set out in detail in the 2026 FWC Hosting Requirements.
- (ii) The Stadium Authority agrees and acknowledges that any decision for the use of the seats in relation to the Competition shall be made by FIFA, at its sole discretion, and that FIFA will allocate the seats in the Stadium to the respective Ticket category in accordance with the Stadium categorisation procedure set out by FIFA in the FIFA Ticketing Policy.

7.8.2 Permanent and Temporary Seating

- (i) All of the seats used in the Stadium must be permanent and fixed seats.
- (ii) The Stadium Authority agrees and acknowledges that temporary seating will only be permitted if specifically approved in writing on an exceptional basis by the

Member Association and/or FIFA and provided that such temporary seating offers a quality and seating comfort which is the same or comparable to permanent seats. If temporary seating is permitted by the Member Association and/or FIFA, such seats must be installed at such time as requested by the Member Association and/or FIFA and in any event no later than the Stadium Completion Due Dates set out in Clause 5.3 above. Any renting of spaces and equipment, installation and other costs associated with temporary seating shall be borne by the Stadium Authority, unless otherwise agreed by the Member Association and FIFA in writing.

7.8.3 Seating Plans

- (i) In accordance with the Stadium seating requirements as contained in this Stadium Agreement and as set out in detail in the 2026 FWC Hosting Requirements, the Stadium Authority shall:
 - a) by no later than 31 May, 2024 (Stadium Seating Plans Due Date), submit to the Member Association and FIFA, for their prior written approval, detailed hard copy and electronic Stadium seating plans for the entire seating inventory existing in the Stadium, including any permanent and temporary seating, the installation of the VIP Tribune, the Media Tribune or other installations which may affect the Seat data;
 - b) provide the Member Association reasonably in advance of the above Due Date for the provision of the Stadium seating plans and at any time, and in such manner, as requested by the Member Association any temporary and work-in-progress information, documentation and draft plans for an update on the status of the provision of the Stadium seating plans;
 - c) in case of temporary seating to be installed in the Stadium for the Competition, in addition to the information provided as part of the Stadium seating plans, submit to the Member Association and/or FIFA, for their prior written approval, the final version of the detailed hard copy and electronic seating plans for the entire temporary seating inventory to be installed in the Stadium outlining all necessary information on, and implications of, the instalment and use of such temporary seating as well as information in relation to additional spectator infrastructure to service such temporary seating areas, in particular restrooms as well as food and beverage concessions;
 - d) manage the Stadium seat maps, plans and data change procedure (i.e. data modifications/changes captured and appropriately highlighted/presented in documents) as instructed by the Member Association; and
 - e) notify the Member Association in writing of any modification of the Stadium seating inventory subsequent to the Due Date determined in this Clause 7.8.3 (i) a) above and shall, if requested by the Member Association, provide an updated, detailed hard copy and electronic Stadium seating plan.
- (ii) In case that the Stadium Authority:
 - a) provides inaccurate or incomplete seat data;

- b) modifies the Stadium seating plans or seat data subsequent to the Due Date determined in Clause 7.8.3 (i) a) above and such modification results in an adverse financial impact on FIFA;
- c) fails to provide such data in the required format by the Due Date determined in Clause 7.8.3 (i) a) above; or
- d) fails to provide all or any of the seats indicated in the seat data provided to FIFA,

the Stadium Authority shall indemnify, hold harmless and defend the Member Association and FIFA from and against all liabilities, obligations, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses suffered or incurred in connection with, resulting from, or arising out of the Stadium seating plans, including the Stadium seating plans for temporary seating facilities (if any) as set out in Clause 7.8.3 (i) a) above. The Member Association and FIFA shall not be held responsible for any damages caused by such errors or failures.

7.8.4 VIP Tribune

The Stadium Authority shall provide the Stadium with a VIP Tribune in accordance with the 2026 FWC Hosting Requirements.

7.9 Stadium Perimeters

- (i) The Stadium Authority shall provide the Stadium with a clearly identifiable Inner Stadium Perimeter and Outer Stadium Perimeter for the Exclusive Use Period in accordance with the 2026 FWC Hosting Requirements.
- (ii) The Stadium Authority shall install, maintain and supervise any infrastructure within the Inner Stadium Perimeter and Outer Stadium Perimeter as set out in detail in the 2026 FWC Hosting Requirements for the Exclusive Use Period, including fences and gates.



7.11 Pitch Area

The Stadium Authority shall provide the Stadium with a Pitch Area in accordance with the 2026 FWC Hosting Requirements, which will be no less than one hundred and twenty-five (125) metres by eighty-five (85) metres.

7.12 Field of Play

- (i) The Stadium Authority shall provide the Stadium with a Field of Play in accordance with the 2026 FWC Hosting Requirements, including the following:
 - a) the Field of Play must be a grass playing surface. FIFA will determine the species of grass best suited to provide the playing surface for each individual

Stadium, with due regard being given to the meteorological and other conditions in each Host City during the Competition Period;

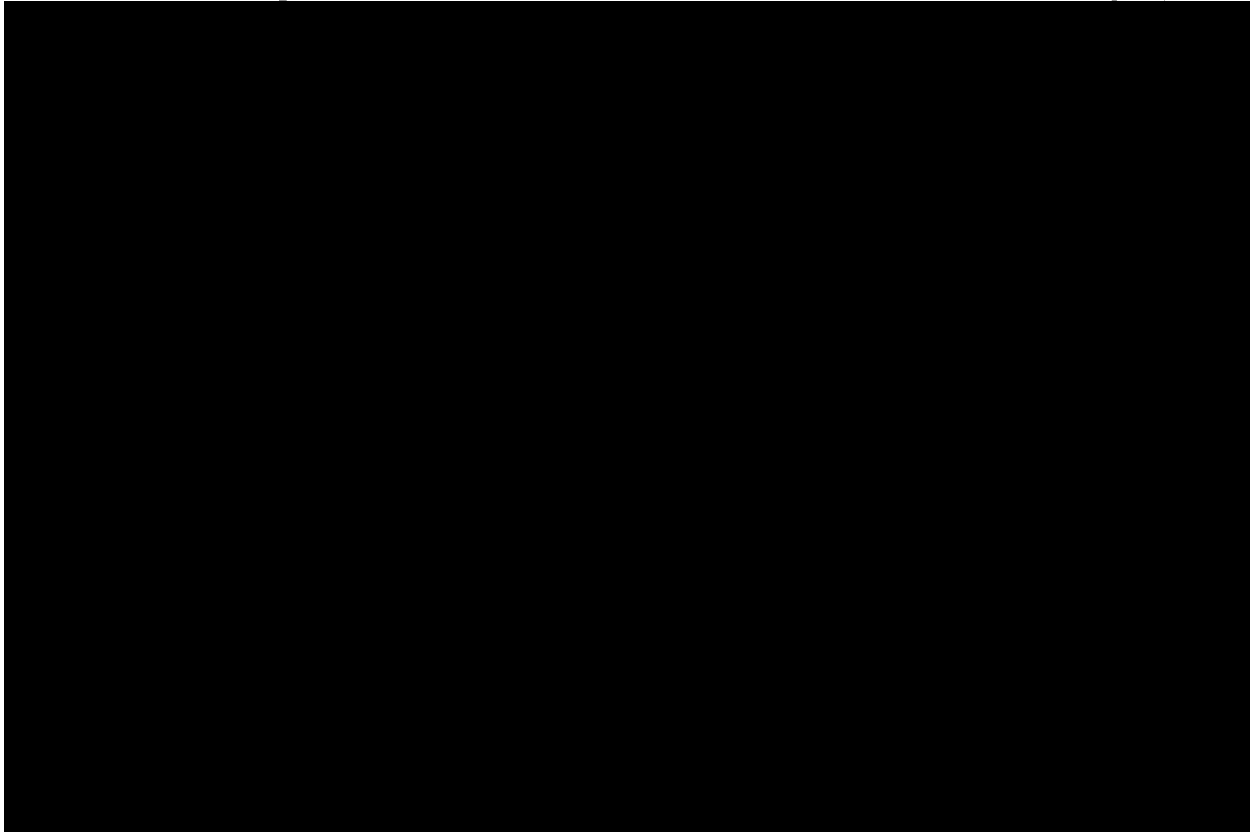
- b) the Field of Play must have a minimum size of one hundred and five (105) by sixty eight (68) metres;
 - c) the Field of Play shall be of such size as defined by FIFA at a later stage, being understood that the Field of Play must be of an identical size in each stadium used for the Competition;
 - d) the Field of Play shall be marked in accordance with the Laws of the Game;
 - e) due time and attention is given to ensuring that the surface and under-surface of the Field of Play have been installed sufficiently in advance of the Competition Period so that they do not pose a risk of injury to the players and allow the players to retain their footing when executing rapid changes of direction or other manoeuvres;
 - f) a modern heating, vacuum, ventilation, drainage and watering/sprinkler system for the purpose of establishing and maintaining a high quality of the Field of Play; and
 - g) sufficient space behind the goal lines and the touchlines to erect and operate a panel advertising system.
- (ii) The Stadium Authority shall closely cooperate with the Member Association, FIFA and any third party appointed by FIFA in relation to establishing and maintaining a high quality of the Field of Play.
 - (iii) The Stadium Authority shall provide the Stadium with benches for Teams as well as official of FIFA and/or the Member Association being responsible for supervising the Match as well as the players' tunnel area leading to the Field of Play in accordance with the 2026 FWC Hosting Requirements.
 - (iv) The Stadium Authority shall support the Member Association and FIFA to provide all equipment necessary for the staging of the Matches and all other activities on the Field of Play as set out in detail in the 2026 FWC Hosting Requirements, including corner flags, goals posts, substitute goals, goal nets, pitch markings and irrigation devices. The Field of Play equipment shall be identical in each Stadium and be supplied by the same supplier.

7.13 Stadium Parking and Access Routes

7.13.1 Parking Facilities

- (i) The Stadium Authority shall provide the Stadium together with the parking facilities available in the Inner Stadium Perimeters, the Outer Stadium Perimeter as well as outside of the Outer Stadium Perimeter (as applicable) for use by individuals and such constituent groups as defined by FIFA and as set out in detail in the 2026 FWC Hosting Requirements, which shall include parking for cars and buses.

- (ii) The Stadium Authority shall regularly update the Member Association and/or FIFA on the status of the planning, construction and delivery of all Stadium-related parking facilities.
- (iii) The Stadium Authority agrees and acknowledges that the Member Association and FIFA will allocate any available parking facilities to the individuals and constituent groups entitled to use dedicated parking facilities taking into account the Stadium logistics, the access routes and functions of such individuals and constituent groups.



7.13.3 Use and Management of Parking Facilities

The Stadium Authority agrees and acknowledges that all parking facilities available for the use for the Stadium shall be managed in accordance with the project plan for event transport for the Competition.

7.14 Stadium Maps and Drawings

- (i) By no later than 30 April 2021 (Stadium Plans Due Date), the Stadium Authority shall provide the Member Association and/or FIFA with a basic version of the detailed reproductions (in electronic and printed hard-copy form) of all architectural maps and drawings of the Stadium, including maps of the Controlled Area and further areas surrounding the Stadium.
- (ii) The basic version of the Stadium maps and drawings shall comply with the quality standards and requirements as defined in detail by FIFA at a later stage.

7.15 Ticketing Matters

In relation to the Ticketing operation in the Stadium, the Stadium Authority shall fulfil such obligations as set out in this Clause 7.15.

7.15.1 Ticket Offices

The Stadium Authority shall provide sufficient space within the Stadium and/or at the Outer Stadium Perimeter to permit the operation by FIFA or any third party appointed by FIFA of Ticket offices where Tickets may be sold, collected and/or returned, whether before or during the Competition Period, or where customers may be assisted in connection with the purchase, collection and/or return of Tickets, whether or not such Tickets relate to the Stadium, such as the Stadium Ticketing Centres and Ticket clearing points.

7.15.2 Accessibility Seating

The Stadium Authority shall clarify the provision of, and access to, accessibility seating (wheelchair user and limited mobility positions) and liaise with local authorities and provide information on legal provisions regarding disabled spectators and spectators with limited mobility.

7.15.3 Provision of Electronic Access Control System

The Stadium Authority shall provide the electronic access control system (at the standard decided by FIFA), including the infrastructure and technical installations as well as any related software, and to co-ordinate the following activities:

- (i) contracting, delivery, implementation and testing of the technology and support required for the Competition from the electronic access control providers; and
- (ii) ensuring that the needs of the Ticketing project are aligned with the provision of the electronic access control system, including the validation of Tickets.

7.15.4 Ticketing Facilities

The Stadium Authority shall provide sufficient premises (physical space) and infrastructure (such as chairs, desks) for all Ticketing facilities within or directly near the following Stadium premises:

- (i) Stadium Ticketing Centres;
- (ii) Ticket clearing points; and
- (iii) FIFA office spaces within the Stadium.

7.15.5 IT Infrastructure

The Stadium Authority shall provide the required basic IT infrastructure (existing Stadium LAN / WAN) for the following Ticketing facilities within or directly near the Stadium in accordance with the 2026 FWC Hosting Requirements:

- (i) Electronic access control systems;
- (ii) Ticket turnstiles;
- (iii) FIFA office spaces within the Stadium;
- (iv) Stadium Ticketing Centres; and
- (v) Ticket clearing points.

7.15.6 Liaison with Local Municipalities

The Stadium Authority shall support the Member Association and FIFA to liaise with local municipalities for approval of spectator safety procedures (fire, evacuation).

7.15.7 Dedicated Entrances

The Stadium Authority shall provide dedicated entrances and electronic access control systems for Media Representatives, guests of the Hospitality Programme and VIP/VVIPs, both suitably equipped with infrastructure and software registering the access of such guests, including scanning devices/mag and bag (as required) and ensuring smooth access for the guests and to operate systems in relation to each Match.

7.15.8 Inspection Tours

The Stadium Authority shall facilitate Venue and Stadium inspection tours pursuant to Clause 10.1 below.

8. OPERATION OF STADIUM

8.1 General Principle

The Stadium Authority agrees and acknowledges that:

- (i) FIFA shall have the full control of, and shall coordinate, all tasks, activities and sub-projects in relation to the operation of the Stadium during the entire Exclusive Use Period, including any activities on the Field of Play and/or in the Pitch Area;
- (ii) FIFA, at its sole discretion, shall be entitled to decide on, and give instructions to the Member Association and the Stadium Authority in relation to, the use, operation, management and control of the Stadium for the staging of Matches, in particular the split of responsibilities between FIFA, the Member Association and the Stadium Authority;
- (iii) the detailed split of responsibilities between FIFA, the Member Association and the Stadium Authority for the operation of the Stadium during the entire Exclusive Use Period will be determined by FIFA as set out in Clause 8.2 below; and

- (iv) in any case, it will be responsible, at a minimum, for the same scope of services, tasks and activities in connection with the operation of the Stadium as necessary for the regular use of the Stadium.

8.2 Stadium Authority Responsibilities

8.2.1 Stadium Operations

- (i) The Member Association hereby appoints the Stadium Authority, and the Stadium Authority hereby accepts the appointment, to operate the Stadium during the Exclusive Use Period in full compliance with this Stadium Agreement, in particular Clauses 8.2.1 (iii) and (iv) below, the 2026 FWC Hosting Requirements and any instructions given by FIFA and/or the Member Association in relation to the operation of the Stadium, in particular the split of responsibilities between FIFA and the Stadium Authority.
- (ii) The Stadium Authority shall operate the Stadium during the Exclusive Use Period in full compliance with this Stadium Agreement, in particular Clauses 8.2.1 (iii) and (iv) below, the 2026 FWC Hosting Requirements and any instructions given by FIFA and/or the Member Association in relation to the operation of the Stadium, in particular the split of responsibilities between FIFA, the Member Association and the Stadium Authority.
- (iii) The detailed split of responsibilities between FIFA, the Member Association and the Stadium Authority for the operation of the Stadium during the entire Exclusive Use Period will be determined by FIFA and agreed in a formal and binding Stadium operations protocol between the Member Association and the Stadium Authority prior to the selection of the Stadium pursuant to Clause 4.3 above.
- (iv) Such responsibilities of the Stadium Authority for the operation of the Stadium during the entire Exclusive Use Period shall include, in particular, the following:
 - a) securing the coordination and cooperation, where appropriate, with the relevant local, regional and national governmental authorities;
 - b) monitoring, supervision and co-ordination of spectator mobility within the Inner Stadium Perimeter and the Outer Stadium Perimeter and between transport points and the Outer Stadium Perimeter;
 - c) operation of Stadium public announcements and spectator information and entertainment, including the operation and maintenance of the video screens and the public address systems within the Stadium in accordance with FIFA guidelines as well as the operation of the technical platform for the Match infotainment programme described in Clause 8.4 below;
 - d) erection, maintenance and protection (by security services) of fences and any other security needed in the Stadium;
 - e) provision of support to FIFA for all medical services within the Stadium;
 - f) provision of support and guidance within the Stadium for all FIFA Delegation

members and the personnel of the Commercial Affiliates, Media Representatives, Media Rights Licensees, the Hospitality Rights Holder, any service providers and other third parties as instructed by FIFA;

- g) provision of support and guidance within the Stadium for disabled people and people with limited mobility in a manner meeting all related legal requirements;
- h) provision and maintenance of all required technical facilities, equipment, infrastructure, services and resources necessary for basic IT infrastructure as defined by FIFA in Clause 7.5 above, including a Wi-Fi solution or equivalent capability available for use by the general public;
- i) provision and maintenance of all required technical facilities, equipment, infrastructure, services and resources necessary to fulfil the Stadium media requirements set out in Clause 7.4 above;
- j) operation and maintenance of the electronic access control system (provided by the Stadium Authority pursuant to Clause 7.15.3 above) in relation to every Match taking place in the Stadium;
- k) provision of any utilities needed for the use of the Stadium for the Competition, including electricity and water; and
- l) provision of general operational and maintenance services require for the use of the Stadium, including cleaning, waste management, mechanical, electrical and plumbing services, green keeping services as well as the operation and maintenance of the floodlights.

8.2.2 General Support

- (i) The Stadium Authority shall generally support FIFA and the Member Association with respect to the use, operation, management and control of the Stadium for the hosting and staging of the Matches, including in relation to the Member Associations' and FIFA's own tasks, activities and sub-projects in connection with the operation of a Stadium.
- (ii) Such general support shall, in particular, include the provision of any data, documents and materials to the Member Association at such time and in such form allowing the Member Association to fulfil its reporting and project management obligations to FIFA. The Member Association shall inform the Stadium Authority about the required time and form of any such data, documents and materials.
- (iii) The Stadium Authority shall provide the general support to the Member Association and FIFA with the personnel appointed or used by the Stadium Authority in relation to the operation of the Stadium pursuant to Clause 8.3 below.

8.3 Stadium Authority's Personnel

- (i) In order to comply with its obligations under this Stadium Agreement, in connection with the operation of the Stadium as set out in Clause 8.2 above, the Stadium

Authority shall, at its own cost, hire and employ, and pay all wages of any kind for, such number of sufficiently trained personnel as deemed necessary by FIFA and/or the Member Association for the Stadium operations pursuant to Clause 8.2 above during the Exclusive Use Period.

- (ii) The Stadium Authority shall be solely responsible for the appointment of any and all personnel used by the Stadium Authority in relation to the operation of the Stadium pursuant to Clause 8.2 above. Irrespective of the form, scope, term or nature of such appointment, the Stadium Authority shall ensure, at its own cost, the full compliance with all applicable laws, rulings and regulations, including any tax, employment, social security, health and safety laws, rulings and regulations, in relation to such personnel.
- (iii) Without limitation to Clause 16.16 below, the Stadium Authority shall indemnify and hold harmless FIFA and the Member Association 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 the Stadium operations pursuant to Clause 8.2 above, including any social security, employment, tax, health and safety claim or liability.

8.4 Infotainment

- (i) FIFA shall have full operational and editorial control over all Stadium scoreboards, video screens, sound and public address systems and any other audio or visual information communication systems in or around the Stadium. The Match infotainment will contain videos, music, entertainment, advertising and recognition of the Commercial Affiliates and any other content and information made available by FIFA to the spectators via the video screens, sound and public address systems and any other audio or visual information communication systems in or around the Stadium.
- (ii) The Stadium Authority shall support the Member Association and FIFA in the implementation of the Match infotainment programmes to be designed and operated in the Stadium on Match Days by FIFA in a manner to be determined by FIFA. In particular, the Stadium Authority shall be responsible for the infrastructure and facilities provided for the operation and implementation of the infotainment programme.

8.6 Stadium Decoration and Directional Signage

8.6.1 Stadium Decoration

- (i) The Stadium Authority agrees and acknowledges that FIFA will develop and implement an overall design and branding concept for the Stadium decoration for the Competition, including the production and installation of all Stadium decoration material and that FIFA and the Member Association shall be entitled to install and apply any Stadium decoration material anywhere at the Stadium during the Exclusive Use Period.
- (ii) The design and branding will be based on the Competition Design, will stipulate that a uniform and/or standardised look is adopted in each stadium used for the Competition, including the Stadium, and may include official Competition Marks and/or recognition of the Commercial Affiliates. This includes the decoration material for any permanent and temporary infrastructure within the Inner Stadium Perimeter and Outer Stadium Perimeter, such as any food and beverage and merchandise concessions stands, the parking areas, the hospitality areas of the Stadium as well as the Ticketing Centre, the Accreditation Centre and the Volunteer Centre (i.e. even outside of the Outer Stadium Perimeter).

8.6.2 Directional Signage

- (i) The Stadium Authority shall provide the Stadium with such permanent directional signage and signage with seating information as set out in detail in the 2026 FWC Hosting Requirements.
- (ii) FIFA will develop and implement a Stadium signage concept for the Competition, including the production and installation of all Stadium signage material.
- (iii) The design and branding will be based on the Competition Design and may include official Competition Marks and/or recognition of the Commercial Affiliates. This includes the signage material for any permanent and temporary infrastructure within the Inner Stadium Perimeter and the Outer Stadium Perimeter, such as any food and beverage and merchandise concessions stands, the parking areas, the hospitality areas of the Stadium as well as the Ticketing Centre, the Accreditation Centre and the Volunteer Centre (i.e. even outside of the Outer Stadium Perimeter).

9. GENERAL OPERATIONAL MATTERS

9.1 Communication

- (i) The Stadium Authority agrees and acknowledges that FIFA retains the right to decide the manner in which FIFA and the Member Association communicate with the Stadium Authority and manage the relationship with it, in particular with respect to the exercise of any rights, and the fulfilment of any obligations, pursuant to this Stadium Agreement. The Member Association will establish and regularly update a communication protocol for the Stadium, containing minutes of any relevant meetings and further relevant correspondence and information.
- (ii) By no later than 31 December 2021 or such later date as determined by the Member Association (Stadium Coordination Manager Due Date), in close coordination with the Member Association, the Stadium Authority shall appoint a person to act as the main contact and responsible Stadium manager for the coordination of all matters of the Stadium in relation to the Competition.

9.2 Project Management Plan

- (i) By no later than 30 June 2022 or such later date as determined by the Member Association (Project Management Plan Proposal Due Date), the Stadium Authority shall submit to the Member Association a detailed, written proposal of a project management plan for the fulfilment of its obligations under this Stadium Agreement, based on the key milestones, dates and deliverables of the Stadium Authority pursuant to this Stadium Agreement.

The project management plan shall, at a minimum, contain:

- a) information in relation to organisational set-up of the Stadium Authority;
- b) milestones to meet the Stadium completion date as set out Clause 5.3 above;
- c) milestones to provide the spaces necessary for the implementation of the Stadium Overlay Infrastructure; and
- d) the appointment of a Stadium operator (if necessary).

Following the Member Association's approval, the project management plan shall be periodically updated by the Stadium Authority upon written request by FIFA and/or the Member Association.

- (ii) The project management plan to be proposed by the Stadium Authority shall comply with the project and knowledge management policies, procedures and standards as established by FIFA for the Competition in relation to any activities by FIFA, the Member Association and relevant third parties in connection with the Competition. The Stadium Authority shall best possibly support the Member Association to integrate into, and reflect the relevant project-related details and milestones in, the tool or platform for the project and knowledge management established by FIFA.

9-3 Permits and Concessions

- (i) To the extent that the Stadium Authority is entitled to grant decrees, licences, permits, orders, decisions and other acts as may be required to ensure that FIFA, the Member Association or any third party authorised by FIFA and/or the Member Association, may comply with its obligations, and exercise its rights, in the Stadium as set out under this Stadium Agreement, the Stadium Authority shall, to the extent permitted by applicable laws and regulations, issue any such applicable and relevant decrees, licences, permits, orders, decisions and other acts as may be required to ensure that the relevant party may comply with its obligations, and exercise its rights, in the Stadium.
- (ii) To the extent that the Stadium Authority is not entitled to grant any decrees, licences, permits, orders, decisions and other acts as set out in Clause 9.3 (i) above, the Stadium Authority shall support FIFA, the Member Association or any third party appointed by FIFA or the Member Association in their applications and processes for the issuance of any such decrees, licences, permits, orders, decisions and other acts, including by handling the permit and concession processes for the erection of temporary facilities in a timely appropriate and accelerated manner.

9-4 Tickets

Subject to the ticket plan to be developed by FIFA, the Stadium Authority shall be entitled to purchase a certain number of tickets for the Matches in the Stadium (in an amount to be determined by FIFA at a later stage) prior to making such tickets available for sale to the general public. In such case, the Stadium Authority 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 for any commercial purposes, whether by way of price offerings, competitions, sweepstakes or otherwise and to not transfer any such tickets to any third party without FIFA's prior written consent.

10. STADIUM INSPECTION VISITS / TEST EVENTS

10.1 Stadium Inspection Visits

- (i) Following the selection of the Stadium, FIFA will organise Stadium inspection visits. The first Stadium inspection visit will take place no more than six (6) months following the confirmation of the selection of the Stadium. The Stadium inspection visits shall focus on the fulfilment of any obligations set out in this Stadium Agreement as well as any other operational matter.
- (ii) The Stadium Authority shall cooperate and communicate with the Member Association and FIFA in relation to the inspection visits and any related meetings, workshops and other activities. The Stadium Authority shall grant the Member Association and FIFA access to all areas at the Stadium for the purposes of their inspections. The objectives of the Stadium inspection visits are primarily to assess the compliance with technical and infrastructure requirements and to ensure that

suitable facilities are allocated to each of the different entities operating at the Stadium.

10.2 Test Events

The Stadium Authority shall, in coordination with the Member Association, stage a minimum of three (3) football matches as a test for the Competition in the Stadium with full capacity prior to the provision of the Stadium for the Competition pursuant to Clause 6.2.1 above. Any such football matches shall serve the purpose of best possibly testing the Stadium operations reflecting the Stadium requirements as set out in Clause 7 above as well as directional and seating signage as set out in detail in the 2026 FWC Hosting Requirements. Further details and any matters to be tested at the respective events shall be coordinated between the Stadium Authority, the Member Association and FIFA in such manner as determined by FIFA reasonably in advance of the test events. If requested by FIFA, the Stadium Authority shall use all reasonable efforts that, during such tests events, certain functions and areas which may be relevant for the Competition are tested or operated by FIFA, the Member Association and/or the Stadium Authority (e.g. food and beverage concessions).

11. STADIUM-RELATED RIGHTS

11.1 Existing Rights of Stadium Authority and Third Parties

- (i) The Stadium Authority shall provide the Stadium for the entire Exclusive Use Period free of any encumbrances, charges, liens, third party rights or other entitlement of any third party which may adversely affect the unrestricted control and/or use of the Stadium for the Competition, without the Stadium Authority or any such other third party being entitled to claim any monetary or further compensation from FIFA and/or the Member Association in this regard.
- (ii) The Stadium Authority undertakes and warrants to take any such measures necessary to ensure clearance of any existing or potential encumbrances, charges, liens, third party rights and any other entitlement or restrictions that may adversely affect the unrestricted control and/or use of the Stadium for the Competition. Where applicable, the Stadium Authority shall provide written legally binding and irrevocable waivers duly executed by all relevant third parties in relation to any existing contracts binding the Stadium Authority in a manner conflicting with the unrestricted control and/or use of the Stadium for the Competition, such as any existing contract for any Stadium facilities (including any ticketing or hospitality facilities, restaurants, food and beverage or merchandise concession operations), Stadium or Stand naming rights or other sponsorship, advertising, merchandising, branding, marketing or media rights or any arrangement providing any kind of preferential or comparable rights in relation to the Competition Period.
- (iii) Such waivers shall include all relevant details of any such existing contracts, allow FIFA to receive a copy of such contracts upon its request and contain an undertaking by such third party to not conduct any Ambush Marketing activity in relation to, or making any reference to, FIFA or the Competition.

- (iv) The Stadium Authority shall be solely responsible for bearing any direct or indirect costs in relation to such waivers, including any compensation, regardless of its cause, to be paid to any third party. In particular, the Stadium Authority shall:
 - a) indemnify, hold harmless and defend FIFA and the Member Association, as well as any other third party contracted to FIFA or the Member Association and the Participating Member Association from and against all liabilities, obligations, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses which such parties may suffer or incur in connection with, resulting from, or arising out of, any such third party rights or claims; and
 - b) provide a full and complete list of any such third party contracts to be waived pursuant to this Clause 11.1 and shall provide the Member Association with a copy of any such third party contract upon request from FIFA and/or the Member Association.

11.2 Stadium Names

In respect of the Stadium name to be used in relation to the Competition, the Stadium Authority:

- (i) agrees and acknowledges that FIFA shall be entitled to determine the official Stadium name for the Competition and change the name of the Stadium for any purposes in relation to the Competition to any non-commercial name that it deems appropriate, without any reference to the Stadium naming rights sponsor, owner or user of the Stadium (e.g. "2026 FIFA World Cup Stadium [Host City]");
- (ii) shall exclusively use for any purposes in relation to the Competition the official Stadium name for the Competition as determined by FIFA, in particular in any press releases, brochures and any other public written or oral statements for the entire term of this Stadium Agreement;
- (iii) shall use its best efforts to ensure that the Host City Authority and governmental authorities in the Venue shall exclusively use for any purposes in relation to the Competition the official Stadium name for the Competition as determined by FIFA, in particular in any press releases, brochures and any other public written or oral statements for the entire term of this Stadium Agreement; and
- (iv) shall not use itself, and shall ensure that the Stadium naming rights sponsors, as well as the Stadium users do not use, in any press conference, press release, printed materials or any other marketing or promotional materials or otherwise the customary Stadium name with reference to the Stadium naming rights sponsor, owner or user in any context with the Competition for the entire term of this Stadium Agreement.

11.3 Stadium Intellectual Property Rights

- (i) The Stadium Authority shall:

- a) transfer, free of charge or any further royalty payable, to FIFA all rights in relation to visual representations of its Stadium for exploitation by FIFA or any such third parties authorised by FIFA in any manner of its choosing for the term of this Stadium Agreement and in perpetuity where such use is in relation to the Competition, such as documentary or archive uses or in recorded materials;
 - b) waive any and all Competition-related rights which may arise by law as a result of its ownership and/or control of its Stadium; and
 - c) upon request by FIFA, execute, free of charge and at its own costs, in a timely manner and in compliance with any instructions given by FIFA any and all clearances or other documents as may be required by any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country to effect such waiver.
- (ii) The Stadium Authority shall ensure that, in case of any rights of a third party, such third party transfers to FIFA and waives any such rights pursuant to Clause 11.3 (i) above.
 - (iii) The Stadium Authority undertakes to ensure that no third party uses, and further undertakes not to grant to any other third party, the right to use, any visual representation of its Stadium in any manner in relation to the Competition.

12. SUSTAINABILITY REQUIREMENTS AND HUMAN RIGHTS

12.1 Sustainability Requirements

12.1.1 General Principle

- (i) The hosting and staging of the Competition creates a significant social, economic and environmental impact in the Host Country. Carefully balancing social, environmental and economic considerations are key to a sustainable event.
- (ii) The Stadium Authority shall manage any of its activities in connection with the construction and renovation of the Stadium, the provision of the Stadium as well as the operation and use of the Stadium in connection with the Competition in a sustainable manner and respecting all Human Rights in accordance with the UN Guiding Principles.

12.1.2 Stadium Sustainability Certifications

- (i) The Stadium Authority shall ensure that in case the Stadium is:
 - a) newly built or renovated, the Stadium obtains sustainable design, build and operations certifications; and
 - b) existing, the Stadium obtain sustainable operations certifications.

Given that there are a number of comparable standards for such sustainability certifications, the type and level of certification shall be subject to FIFA's prior approval.

- (ii) By no later than 30 April 2025 (Stadium Sustainability Certification Due Date), the Stadium Authority shall ensure that a sustainable design, build and operations certifications has been obtained for the Stadium.

12.2 Human Rights and Labour Standards

12.2.1 General Principle

FIFA is committed itself, and expects all involved stakeholders (including the Stadium Authority) to be fully committed, to respecting all Human Rights in every aspect of the organisation of the Competition, including legacy and post-event related activities.

12.2.2 Undertakings by Stadium Authority

- (i) The Stadium Authority shall respect all Human Rights in accordance with the UN Guiding Principles in all aspects of its activities relating to this Stadium Agreement, in particular with regard to the construction, renovation and preparation of the Stadium (with a special attention to a potential resettlement and eviction as well as labour rights including those of migrant workers) and the operation of the Stadium in connection with the Competition, with the understanding that this entails taking adequate measures to:
 - a) avoid causing or contributing to adverse Human Rights impacts through its own activities, and address such impacts when they occur; and
 - b) seek to prevent or mitigate adverse Human Rights impacts that are directly linked to the Stadium Authority's operations, products or services by its business relationships, even if the Stadium Authority has not contributed to such impacts.
- (ii) Following FIFA's reasonable request at any time, the Stadium Authority shall report on its efforts to respect all Human Rights as described in this Clause 12.2, including any relevant information on:
 - a) its policy commitment to meet its responsibility to respect all Human Rights and the manner in which such commitment is embedded in the Stadium Authority's operational policies and procedures;
 - b) its due diligence process to identify, prevent, mitigate and account for how it addresses its impacts on Human Rights;
 - c) its processes to enable the remediation of any adverse Human Rights impacts it causes or to which it contributes; and
 - d) its adoption and use of relevant international standards and best practices to prevent, mitigate or remediate adverse Human Rights impacts, including the development of codes of practice and monitoring systems for the protection of workers and other vulnerable groups.

- (iii) Without limitation to Clauses 12.2.2 (i) and (ii) above, the Stadium Authority shall:
- a) support, and participate in, any multi-stakeholder forum requested or set up by FIFA to facilitate an open and structured dialogue between the relevant stakeholders, including civil society experts, in relation to Human Rights in connection with the Competition and/or the Stadium Authority's activities relating to this Stadium Agreement; and
 - b) support, and cooperate with, any grievance mechanisms, monitoring activities or such other remediation processes as determined by FIFA (whether established by FIFA, the Member Association, governmental authorities and/or other relevant entities) for individuals and communities who may be adversely impacted in connection with the Competition and/or the Stadium Authority's activities relating to this Stadium Agreement.

13. STADIUM RENTAL FEE AND COSTS

13.1 Stadium Rental Fee

- (i) In consideration of the provision of the Stadium to, and its use by, the Member Association and FIFA pursuant to Clause 6 above, the operation of the Stadium pursuant to Clause 8 above and the fulfilment of any obligations by the Stadium Authority in relation thereto, and subject to the full compliance with this Stadium Agreement, in particular the Stadium requirements set out in Clause 7 above as well as the 2026 FWC Hosting Requirements, the Stadium Authority shall be entitled to receive a Stadium Rental Fee to be determined pursuant to the process as described in Clause 13.1 (ii) below.
- (ii) With its execution of this Stadium Agreement, the Stadium Authority has provided a binding initial proposal for the Stadium Rental Fee for the use of the Stadium in connection with the Competition which the Member Association has provided to FIFA as part of its Bid. Such Stadium Rental Fee was required to be based on a standard rental fee per Match Day and non-Match Day on the basis of certain parameters as set out in Annexe 3.

Subsequent to the selection of the Member Association to co-organise the Competition in the Host Country pursuant to Clause 1.3 above and based on the initial proposal for the Stadium Rental Fee provided by the Stadium Authority, FIFA, the Member Association and the Stadium Authority will negotiate in good faith a final Stadium Rental Fee payable to the Stadium Authority. As a result of such negotiations, prior to the selection of the Stadium pursuant Clause 4.3 above, the Stadium Authority provided a final and binding offer for a Stadium Rental Fee as set out in Annexe 3.

By the countersignature of this Stadium Agreement by the Member Association as part of the selection of the Stadium pursuant Clause 4.3 above, the Member Association has accepted the Stadium Authority's offer for a Stadium Rental Fee pursuant to the terms as set out in Annexe 3.

- (iii) The Stadium Authority agrees and acknowledges that the full payment of the Stadium Rental Fee will be subject to such performance-related conditions as to be

agreed between the parties and as to be set out in detail in Annexe 3 as well as the full compliance by the Stadium Authority with the terms and conditions of this Stadium Agreement.

- (iv) The Stadium Authority agrees and acknowledges that FIFA will cover and effect directly the Stadium Rental Fee payable to the Stadium Authority.

13.2 Costs and Expenses of Stadium Authority

- (i) Any and all costs and expenses incurred by the Stadium Authority in relation to the provision, use and/or operation of the Stadium in connection with the Competition and any other obligations fulfilled by the Stadium Authority in relation thereto shall be entirely compensated by the payment of the Stadium Rental Fee. For the avoidance of doubt, the Stadium Rental Fee will cover any costs and expenses incurred by the Stadium Authority in relation to cleaning and waste management, but no costs incurred in relation to the use and consumption of electricity and water which will be borne by FIFA or the relevant third party.
- (ii) Any costs and expenses incurred by the Stadium Authority in relation to the provision, use and/or operation of the Stadium in connection with the Competition and any other obligations fulfilled by the Stadium Authority in relation thereto in excess of the Stadium Rental Fee shall be solely borne by the Stadium Authority.
- (iii) Clauses 13.2 (i) and (ii) above apply to any and all costs and expenses incurred by the Stadium Authority to fulfil any of its obligations as set out in this Stadium Agreement, including any costs and expenses to be incurred by the Stadium Authority under agreements with third parties necessary to fulfil such obligations, such as the provision of spaces outside of the Inner Stadium Perimeter and/or spaces sourced for the Stadium Overlay Infrastructure.
- (iv) For the avoidance of doubt, any and all costs and expenses borne and incurred by the Stadium Authority in relation to the construction, renovation and/or preparation of the Stadium which are necessary to fulfil FIFA's requirements as set out in this Stadium Agreement and the 2026 FWC Hosting Requirements, including any costs and expenses for any permanent or temporary equipment, facilities, infrastructure and further engineering systems (such as power supply, elevators, safety systems, access to utilities) used in the Stadium, shall not be considered by the Stadium Authority in the calculation of the Stadium Rental Fee pursuant to Clause 13.1 (ii) above.

The Stadium Authority agrees and acknowledges that the Member Association, FIFA, the 2026 FWC Entity and any other member association (in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition) will not compensate the Stadium Authority for any such costs and expenses.

13.3 Taxes

- (i) The Stadium Rental Fee pursuant to Clause 13.1 above is expressed to be exclusive of VAT, sales tax or similar taxes (if any). In line with applicable legislation, VAT, sales

tax or similar taxes (if any) may be charged by the Stadium Authority in addition to the Stadium Rental Fee, provided that the Stadium Authority produces and delivers all necessary invoices, confirmations or other documentation as required by applicable legislation and/or as requested by the Member Association and/or FIFA for such VAT, sales tax or similar taxes (if any).

- (ii) Subject to Clause 13.3 (i) above, each party shall bear its own taxes, duties and levies which result from entering and/or implementation and/or cancellation of this Stadium Agreement.
- (iii) The parties agree that they shall cooperate in good faith to minimise non-refundable taxes, duties and levies in line with applicable legislation and practice. If applicable legislation and practice provides for refund, reduction or credit of taxes, duties and levies, the parties shall be obliged to apply reasonable best efforts to obtain such refund, reduction or credit and shall issue all necessary forms and/or other documentation as requested by applicable legislation and practice for obtaining such refund, reduction or credit. For the avoidance of doubt, it shall be stated that such obligation to apply reasonable best efforts for obtaining refund, reduction or credit of taxes does not entitle a party to request amendments or changes to this Stadium Agreement.
- (iv) Any tax ruling request to be submitted to tax authorities in connection with this Stadium Agreement or dealing with Stadium Authority's relationship to FIFA and/or the Member Associations shall be submitted to, and has to be approved by, FIFA in advance.

14. COMMERCIAL RIGHTS

14.1 Ownership of Rights

14.1.1 General Principle

The Stadium Authority agrees and acknowledges that:

- (i) as the founder of the Competition and as the 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 Competition, 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 relation to the Competition (which includes any Competition-related Events), whether existing or created in the future;
- (ii) FIFA retains the right to exclusively exploit, directly or indirectly, in perpetuity, in any manner, without any restriction, and on a world-wide basis any and all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial and other rights and opportunities in relation to the Competition (which includes any Competition-related Events), whether existing or created in the future, including the right to create Competition Marks;

- (iii) FIFA retains all revenues derived from the exploitation of any and all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial and other rights and opportunities in relation to the Competition (which includes any Competition-related Events), whether existing or created in the future;
- (iv) it shall not by itself exploit, or grant or purport to grant to any third party the right to exploit, directly or indirectly, any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities in relation to the Competition (which includes any Competition-related Events);
- (v) it shall support FIFA prior, during and after the Competition Period in relation to the exploitation, protection and enforcement of any and all Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities in relation to the Competition (which includes any Competition-related Events) in the Host Country pursuant to this Stadium Agreement and according to FIFA instructions;
- (vi) it shall refrain from any, direct or indirect, activity which may result in the infringement of, or unfair competition with, any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities in relation to the Competition (which includes any Competition-related Events) or FIFA; and
- (vii) no third party which has not been authorised by FIFA may conduct any activity which may give rise to any association between such party and the Competition (which includes any Competition-related Events) or FIFA or which, directly or indirectly, exploits in any manner the goodwill or image of the Competition.

14.1.2 Transfer and Proof of Rights

- (i) To the extent that any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof) may result in any of the Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition as described in Clause 14.1.1 above falling under the ownership and/or control of the Stadium Authority (whether by virtue of the act of co-organising any Match or otherwise), the Stadium Authority hereby unconditionally waives, pledges and assigns and/or transfers to FIFA with immediate effect with full title guarantee in perpetuity and without any restriction any Media Rights, Marketing Rights, Intellectual Property Rights or any other present or future commercial or other rights and opportunities, including any title and interest in, and to, the Competition) as described in Clause 14.1.1 above for FIFA's unfettered exploitation, and waives any and all claims to, directly or indirectly, exercise and/or exploit any of such rights and opportunities itself, or to grant to any third party the right to directly or indirectly exercise any of such rights or opportunities. For the avoidance of doubt, the Stadium Authority shall not be entitled to withhold, refuse or restrict any waiver, assignment and/or transfer of such rights on the basis of any news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country.
- (ii) Any assignment and/or transfer of any Intellectual Property Rights under this Clause 14.1.2 shall be by way of present assignment of future copyright, to the fullest extent

possible and for the full term of copyright, including any renewals, reversions or extensions thereof and thereafter in perpetuity.

- (iii) The Stadium Authority shall inform FIFA in writing and without unreasonable delay if any of the Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition as described in Clause 14.1.1 above may be deemed to fall under the ownership and/or control of the Stadium Authority, the Host City Authority and/or any other third party under any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country.
- (iv) Upon request by FIFA, the Stadium Authority agrees to execute, free of charge and at their own costs, in a timely manner and in compliance with any instructions given by FIFA any and all clearances or other documents as may be required by any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country to effect such assignment, transfer and waiver of such rights to FIFA and to enable the free and unfettered, direct or indirect, exploitation of any and all Media Rights, Marketing Rights, Intellectual Property Rights and other present or future commercial and other rights and opportunities by FIFA.
- (v) In case that the Stadium Authority, the Host City Authority and/or any other third party is prevented from fully and unrestrictedly waiving, pledging, assigning and/or transferring any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition as described in Clause 14.1.1 above on the basis of any news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country, FIFA, at its sole discretion, shall be entitled to decide on the manner in which the Stadium Authority, the Member Association and FIFA shall comply with any such news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country, including any policies, rules and requirements for accessing the relevant sites.
- (vi) The Stadium Authority shall incorporate in any agreement with any third party relating to the Competition an appropriate wording to the effect that such third party:
 - a) irrevocably acknowledges FIFA's exclusive ownership, control and/or unfettered exploitation of any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition; and
 - b) waives any and all claims to, directly or indirectly, exercise and/or exploit any of such rights and opportunities itself, or to grant to any third party the right to, directly or indirectly, exercise any of such rights or opportunities.

14.1.3 Reservation of Rights

All rights and opportunities not expressly granted to the Stadium Authority under this Stadium Agreement are exclusively reserved by FIFA and/or the Member Association (as applicable).

14.2 Media Rights

14.2.1 Production

(i) Production Policy

The Stadium Authority agrees and acknowledges that FIFA, at its sole discretion, shall have the sole right to determine the policy and project plan governing the extent and the manner in which, by any means whatsoever (whether now known or hereafter created), the content and/or material being subject to the Media Rights is produced in relation to all Matches and any Competition-related Events staged in the Stadium.

The Stadium Authority further agrees and acknowledges that FIFA, at its sole discretion, shall have the right to appoint the Host Broadcaster and further third party service providers in relation to the production of the content and any other material in connection with the Competition and any Competition-related Events staged in the Stadium.

(ii) Stadium Authority Support

The Stadium Authority shall, to the best of its abilities, provide FIFA, the Member Association, the Host Broadcaster and any further third party service provider appointed by FIFA, with all necessary support in relation to the production of any content or other material in connection with the Competition and any Competition-related Events staged in the Stadium. Such support by the Stadium Authority shall be in compliance with this Stadium Agreement and the 2026 FWC Hosting Requirements and any specific instruction given by FIFA at any time.

14.2.2 Distribution

(i) Distribution Policy

The Stadium Authority agrees and acknowledges that FIFA, at its sole discretion, shall have the sole right to determine the policy and project plan governing the manner in which the Media Rights may be used or exploited, in particular the worldwide television and other media distribution policy for the Competition and any Competition-related Events staged in the Stadium, irrespective of the distribution format (whether existing or created in the future).

(ii) Stadium Authority Support

The Stadium Authority shall, to the best of its abilities, provide FIFA and any further third party appointed by FIFA, with all necessary support in relation to the implementation of the distribution policy in the Host Country, including in respect of any necessary discussions with the Government and other governmental or public authorities with respect to any laws, regulations, ordinances or rulings applicable in the Host Country which may have an impact on the implementation of the distribution policy.

14.3 Marketing Rights

14.3.1 Marketing Rights Programme

The Stadium Authority agrees and acknowledges that FIFA shall have the sole right to determine the definition, structure, strategy and concept for the exploitation, use, implementation and activation of the Marketing Rights.

14.3.2 Exercise of Marketing Rights

- (i) The Stadium Authority agrees and acknowledges that FIFA retains the exclusive right to:
 - a) conduct, or to appoint any third party to conduct, sales and/or distributions of consumable products (including any food and beverage) and non-consumable merchandise (including, all officially licensed Competition merchandise, serving containers, cups, packaging, souvenirs, novelties, film, apparel, publications and other similar items) in the Stadium during the Exclusive Use Period. The Stadium Authority shall refrain from conducting any such activity, and shall ensure that no third party not authorised by FIFA will be entitled to conduct such activities in the Stadium; and
 - b) place and/or permit the placing of permanent or temporary, audible or visible advertising of any kind or description within the Stadium (e.g. by installing advertising boards, putting up posters, banners, corporate logos and any other means of advertising), including on any giant screen(s), scoreboard, video board, wall, fence, equipment, uniform, clothing, bench, concession stand or on the person of any vendor, in the parking and pedestrian areas, restrooms or sanitary facilities, water or other fluid bottles, over the public address system or otherwise, and to carry out advertising and promotional activities in the Stadium.
- (ii) The Stadium Authority shall not, under any circumstances:
 - a) place, or authorise any other individual or entity to place, advertising or advertising matter or engage in any promotional, public relations, religious, political, commercial or advertising activity of any kind in, on, above, around or about the Stadium without the prior written approval of FIFA; or
 - b) issue any permits or licences for commercial activities of any kind for use within the Controlled Area on Match Days.

14.3.3 FIFA Guidelines

The Stadium Authority agrees and acknowledges that FIFA may develop and provide to the Stadium Authority, based upon the requirements and aspects and as set out in detail in the 2026 FWC Hosting Requirements, detailed guidelines which will contain all operational, branding, rights protection and other aspects and requirements to be complied with by the Stadium Authority in relation to the exploitation, use, implementation and activation of the Marketing Rights under the Marketing Rights programme. FIFA will provide such guidelines reasonably in advance of the Competition, enabling the Stadium Authority to carry out any required operational and administrative steps.

14.3.4 Stadium Authority Support

The Stadium Authority shall, to the best of its abilities, provide the Member Association, FIFA and any third parties appointed by FIFA, with all necessary support in relation to the exploitation, use, implementation and activation of the Marketing Rights, including (upon explicit request from, and in full compliance with any specific instruction given by, the Member Association or FIFA) in respect of any necessary discussions with the Host City Authority, in particular in respect of the FIFA Fan Fest and the Venue dressing programme, the Government and other governmental or public authorities with respect to any laws, regulations, ordinances or rulings applicable in the Host Country which may have an impact on the exploitation, use, implementation and activation of the Marketing Rights. Such support of the Stadium Authority shall be in compliance with this Stadium Agreement and the 2026 FWC Hosting Requirements and any specific instruction given by the Member Association or FIFA at any time.

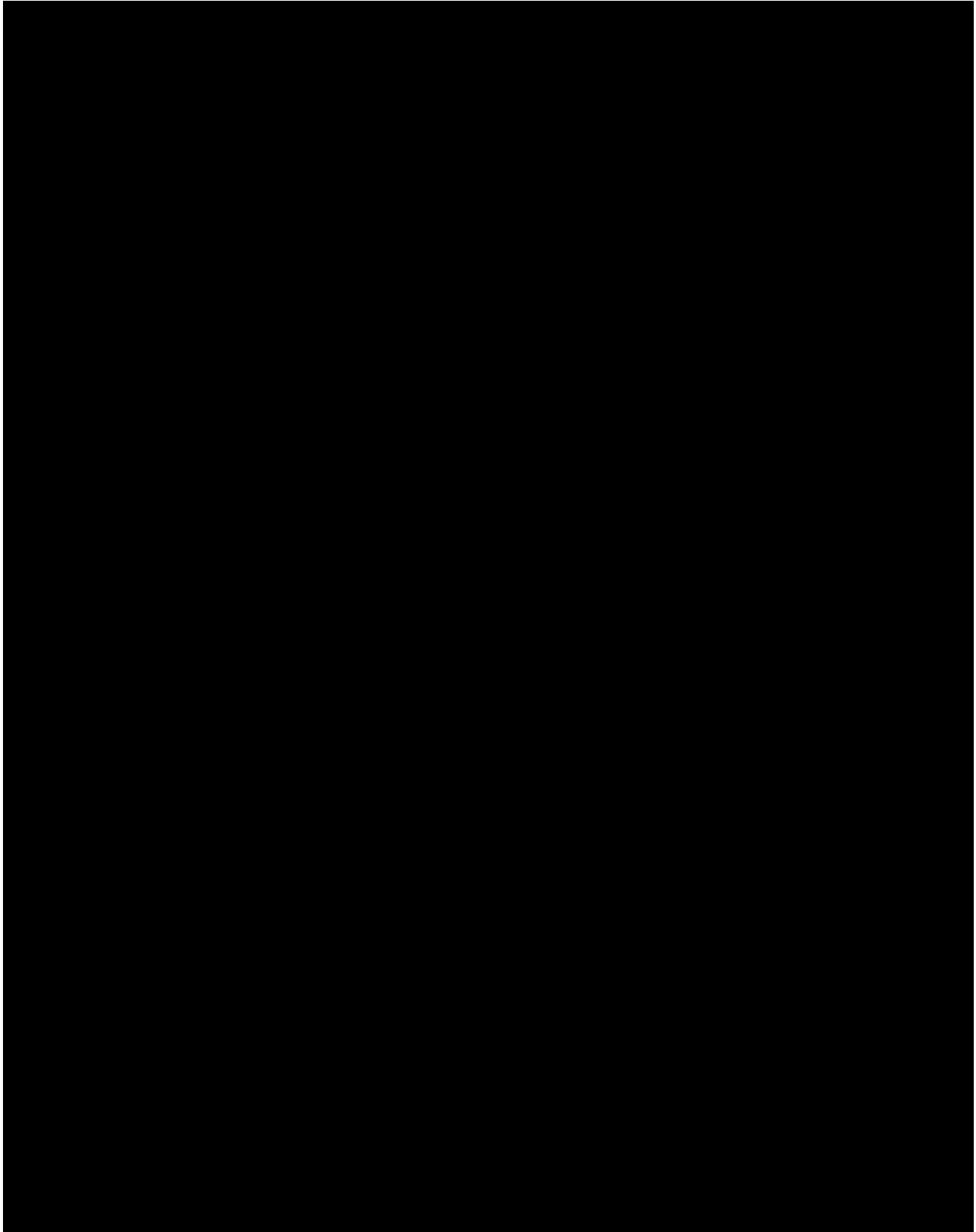
14.3.5 No Association of Third Parties

The Stadium Authority shall, through its relevant contractual arrangements, ensure that its service providers and other contractual partners, including sub-contractors and further third parties forming part of the Stadium Authority's supply chain in connection with the Competition, are expressly prohibited from (i) publicising, making any public or other statements in relation to, the nature of their relationship with the Stadium Authority, and (ii) 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 Member Association and/or the Competition.

14.3.6 Programmes and Publications

The Stadium Authority agrees and acknowledges that:

- (i) FIFA and/or the Member Association shall be solely entitled to issue the official programmes, publications and other printed matter related to Matches and any Competition-related Events staged in the Stadium in connection with the Competition; and
- (ii) no publications or further printed materials other than those issued by FIFA and/or the Member Association may be distributed on the Stadium premises, unless expressly approved by the FIFA and/or the Member Association.



14-5 Competition Marks

14-5.1 Introduction

FIFA will create and develop a comprehensive Competition Marks programme, consisting of the creation, international registration, protection and enforcement of Competition Marks.

14.5.2 Ownership and Creation of Competition Marks

- (i) The Stadium Authority 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 Competition 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 Stadium Agreement.
- (ii) Any and all goodwill arising from the use of the Competition Marks by the Stadium Authority will inure to the benefit of FIFA.
- (iii) The Stadium Authority agrees and acknowledges not to challenge by any means FIFA's ownership of the 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 Competition or Competition-related Events.
- (iv) The Stadium Authority agrees and acknowledges that FIFA shall have the sole right to determine the concept and strategy for the creation, design, selection and launch of any Competition Mark, including the right to change, amend, abandon or modify the concept and strategy for the creation, design, selection and launch of each and any Competition Marks at any time and at its sole discretion.

14.5.3 Stadium Authority Undertakings

(i) No Use of Competition Marks

The Stadium Authority undertakes to refrain from using any Competition Marks.

(ii) No Oppositions or Challenges of Competition Marks

The Stadium Authority undertakes not to oppose, and shall ensure that their sponsors do not oppose, or in any other way challenge, any of the trade mark, design copyright, or any other intellectual property right applications filed by FIFA or its affiliates, nominees or Licensees in respect of the Competition Marks and the FIFA Marks.

(iii) No Registrations of the Competition Marks

The Stadium Authority agrees and acknowledges that FIFA shall be the sole entity entitled to register any Competition Marks in any territory, including the Host Country. The Stadium Authority undertakes to refrain, and shall ensure that its sponsors refrain, at any time, from applying for any copyright, trademark, design, patent, or any other intellectual property right protection or domain name registration in relation to the 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 Competition or Competition-related Events, or assist any third party to do so.

(iv) No Creation or Use of other Marks

The Stadium Authority undertakes to not, and to ensure that its sponsors or further contractors do not, adopt, create and/or use:

- a) 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 Competition or Competition-related Events during the term of this Stadium Agreement;
- b) any registered or unregistered trademarks owned by FIFA, including any Competition Marks or FIFA Marks; or
- c) any term or symbol which is confusingly similar to, is a colourable imitation of, or is a derivation of, stylisation of, which unfairly competes with, such trademarks.

In particular, the Stadium Authority undertakes to refrain from the development, use or registration of any name, logo, trademark, 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 or the Competition, including the words "FIFA", "World Cup", "Coupe du Monde", "Mundial", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" (or any other term used in any language to identify the Competition), or the development, use or registration of any such marks using dates in connection with the name of the Host Country, any Venue or Host City or any similar indicia or derivation of such terms or dates in any language.

(v) Information to Sponsors and Contractors

The Stadium Authority shall inform any of its sponsors and/or further contractors of the required undertakings contained in this Clause 14.5.3.

14.6 Protection and Enforcement of Rights

14.6.1 Introduction

- (i) FIFA will develop and manage an international programme for the registration of Intellectual Property Rights, in particular trademarks, supported by services of a global network of trademark agents.
- (ii) FIFA will develop and manage a global brand 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 Competition, which includes the:

- a) protection of all registered and unregistered Intellectual Property Rights belonging to FIFA, including the rights in relation to the Competition Marks;
- b) prevention, surveillance and enforcement against infringements of, or unfair Competition with, the Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competition; and
- c) creation and development of an on-site strategy to protect the Competition and Competition-related Events in the Host Country in coordination with the Stadium Authority, the Member Association and other relevant national and local authorities.

14.6.2 Stadium Authority Obligations

(i) Stadium Authority Requirements

The Stadium Authority shall not conduct any Ambush Marketing activities itself, and shall refrain from authorising, or in any other manner permitting, or enabling, any of their sponsors, service providers and other contractors, forming part of the Stadium Authority's supply chain in connection with the Competition or any unauthorised third party to create, in FIFA's opinion, any association with FIFA and/or the Competition.

(ii) Stadium Authority Support

The Stadium Authority agrees and acknowledges to actively co-operate with FIFA in relation to the implementation of the brand protection programme to ensure, to the fullest extent possible, the effectiveness of the brand protection programme in the Host Country and the adequate protection of the Competition (which includes any Competition-related Events), against Ambush Marketing activities. In particular, the Stadium Authority shall provide FIFA with all assistance and support specifically requested by FIFA in respect of the active protection and enforcement of the Competition Marks prior to and during the Competition Period in the Host Country.

15. **INSURANCE**

15.1 **Insurance Concept for Competition**

15.1.1 **Overall Insurance Assessment**

- (i) FIFA will conduct an overall insurance assessment for the entire Competition and, based on the outcome of this insurance assessment develop a detailed overall insurance concept in relation to all insurances to be secured by FIFA and/or the Member Association in connection with the Competition, including the use of the Stadium for the Competition.
- (ii) The Stadium Authority shall support FIFA in relation to the overall insurance assessment for the entire Competition by providing the Member Association with any relevant information regarding the insurance coverage for the Stadium in such manner as requested by FIFA.

15.1.2 **Mandatory Insurance Coverage**

- (i) Irrespective of FIFA's overall insurance assessment pursuant to Clause 15.1.1 above, the Stadium Authority shall secure and/or maintain, at its own costs, the minimum insurance coverage in relation to the use of the Stadium for the Competition as set out in Clause 15.2 below and in compliance with the insurance policy requirements pursuant to Clause 15.3 below.
- (ii) In any case, the Stadium Authority shall present to the Member Association for its disclosure to FIFA any existing insurance policy in relation to the use of the Stadium for the Competition. The Member Association and/or FIFA, at their sole discretion, may request changes of, or modifications or amendments to, the existing policies pursuant to Clause 15.1.2 (iii) below and the Stadium Authority shall comply with any of such requests.
- (iii) In the event of a request by the Member Association or FIFA for changes of, or modifications or amendments to, the existing policies, the Stadium Authority, the Member Association and FIFA shall closely coordinate any such changes, modifications or amendments. The Stadium Authority agrees and acknowledges that any changed, modified or amended insurance policy shall be proposed to the Member Association and/or FIFA, for their prior written approval, before securing any changed, modified or amended insurance policies.
- (iv) The Stadium Authority shall:
 - a) secure all insurance policies, including all necessary changes, modifications and amendments thereto, for the insurance coverage in relation to the use of the Stadium for the Competition pursuant to Clause 15.2 below by no later than two (2) years prior to the Opening Match; and
 - b) maintain any such insurance policies throughout the remaining term of this Stadium Agreement pursuant to Clause 15.3 (iv) below.
- (v) The Stadium Authority shall incur all costs and expenses in relation to the insurance coverage in relation to the use of the Stadium for the Competition pursuant to Clause 15.2 below. The Stadium Rental Fee pursuant to Clause 13.1 above will cover any costs and expenses incurred by the Stadium Authority in relation to changes of, or modifications and amendments to, the existing insurance coverage for the Stadium. FIFA will not cover any such costs and expenses incurred by the Stadium Authority in relation to the existing insurance coverage for the Stadium.

15.2 Insurance Coverage

15.2.1 General Third Party Liability Insurance

- (i) By no later than two (2) years prior to the Opening Match of the Competition, the Stadium Authority shall secure and/or maintain comprehensive and adequate general third party liability insurance coverage for the entire Exclusive use Period with a minimum insuring limit of one hundred million United States dollars (USD 100,000,000). The Stadium Authority agrees and acknowledges that, based on the overall insurance assessment pursuant to Clause 15.1.1 above, the Member Association and/or FIFA, at their sole discretion, may unilaterally request a modification, reduction or

increase of such minimum insuring limit.

- (ii) The general third party liability insurance pursuant to Clause 15.2.1 (i) above shall:
 - a) be written on a loss occurrence basis;
 - b) be secured and/or maintained for each occurrence of any direct or indirect property damages, financial losses and/or bodily injuries arising out of the conduct by the Stadium Authority, its directors, employees, representatives, advisors or any third party acting on behalf of the Stadium Authority, in connection with the exercise of any of its rights, or the fulfilment of any of its obligations, under this Stadium Agreement;
 - c) provide coverage in broad form, including coverage for any bodily injury, property damage and/or financial loss as well as contractual liability, personal injury liability, independent contractors' liability, premises/operations liability and products/completed operations liability; and
 - d) not contain any exclusions in respect of liability for property damages, financial losses and/or bodily injuries through terrorism or liability for injury to participants.

15.2.2 Property and Equipment Insurance

- (i) The Stadium Authority shall secure, with the effect for the remaining term of this Stadium Agreement, comprehensive and adequate property and equipment insurance with a coverage for any loss of use of, or direct or indirect damage to the Stadium, including any facilities, equipment and infrastructure including any information technology assets within the Stadium arising from any and all risks and perils as may be insured against by commercially available insurance policies for such facilities, but in no event less broad than "all risk" insurance including earthquake, fire, flood, thunderstorms and any other natural catastrophe and acts of terrorism.

- (ii) In the event that the Stadium Authority elects to secure an insurance policy:
 - a) covering less than one hundred per cent (100%) of the full replacement value or the loss of use; or
 - b) self-insuring any perils or deductibles,

the risk for such missing and/or insufficient insurance coverage shall be entirely the responsibility of the Stadium Authority. The Member Association reserves the right to examine the economic suitability of these restrictions in insurance coverage and, if necessary, to request amendments at the expense of the Stadium Authority.

- (iii) By no later than one (1) year prior to the Opening Match of the Competition, the Stadium Authority shall ensure that the Stadium Authority and their insurer of the property and equipment insurance pursuant to Clause 15.2.2 (i) above, provides the Member Association and/or FIFA with an irrevocable waiver of recourse with respect to the use of the Stadium for the Competition for the benefit of the Member Association, FIFA, the 2026 FWC Entity, any other member association (in the event

that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition), any appointed service providers and/or their respective directors, officers, members, agents, auxiliary persons, representatives and employees.

15.3 Insurance Policy Requirements

(i) Insurers

Any insurance policies secured by the Stadium Authority must be obtained from an insurer of recognised international standing. The Stadium Authority shall submit the identity of the Stadium Authority's proposed insurers to the Member Association and/or FIFA, for FIFA's prior written approval.

(ii) Indemnification

By no later than two (2) years prior to the Opening Match, the Stadium Authority shall submit to the Member Association a written pledge indemnifying and holding harmless FIFA and the Member Association against any and all losses, damages and claims arising from issues subject to the insurance policies referred to in Clause 15.2 above.

(iii) Additional Insured Entities / Assignment

- a) The Stadium Authority shall ensure that the Member Association, FIFA and/or any third party nominated by FIFA or the Member Association be named as an additional insured party under each of the insurance policies referred to in Clause 15.2 above.
- b) For the purpose of covering any direct or indirect damages, or losses suffered by the Member Association and FIFA, or any liabilities of the Member Association and FIFA, the Stadium Authority hereby agrees to:
 - assign to the Member Association and/or FIFA in advance any and all rights related to such insurance policies entered into by the Stadium Authority pursuant to this Stadium Agreement, in particular any and all rights to receive any proceeds from such insurance policies entered into by the Stadium Authority pursuant to this Stadium Agreement; and
 - execute upon the Member Association's request all documents as may be necessary to perfect such assignment in such manner and at such time as requested by the Member Association (including notifications to the relevant insurers).

(iv) Maintenance of Insurance Policies

- a) The Stadium Authority shall ensure that all insurance policies entered into by the Stadium Authority pursuant to this Stadium Agreement are maintained during the remaining term of this Stadium Agreement.

- b) The Stadium Authority shall not be entitled to terminate any such insurance policies or waive or amend any provision of such policies, unless otherwise agreed in writing by the Member Association.
- c) The Stadium Authority shall ensure that all such insurance policies contain a provision obligating the insurer to notify the Member Association in writing at least thirty (30) days prior to any purported termination of such policy.
- d) The Stadium Authority agrees and acknowledges that the adequate insurance coverage in full compliance with this Stadium Agreement and the maintenance of such insurance coverage during the remaining term of this Stadium Agreement is a material obligation of the Stadium Authority hereunder and of its sub-contractors under their respective agreements.
- e) In the event that the Stadium Authority fails to comply with this Clause 15.3 (iv), the Stadium Authority shall be liable to the Member Association for any costs and expenses incurred by the Member Association to secure and maintain the respective insurance policies instead of the Stadium Authority or alternatively any damages and losses suffered by the Member Association or FIFA which would otherwise have been covered by the required insurance policies.

16. MISCELLANEOUS

16.1 Representations and Warranties

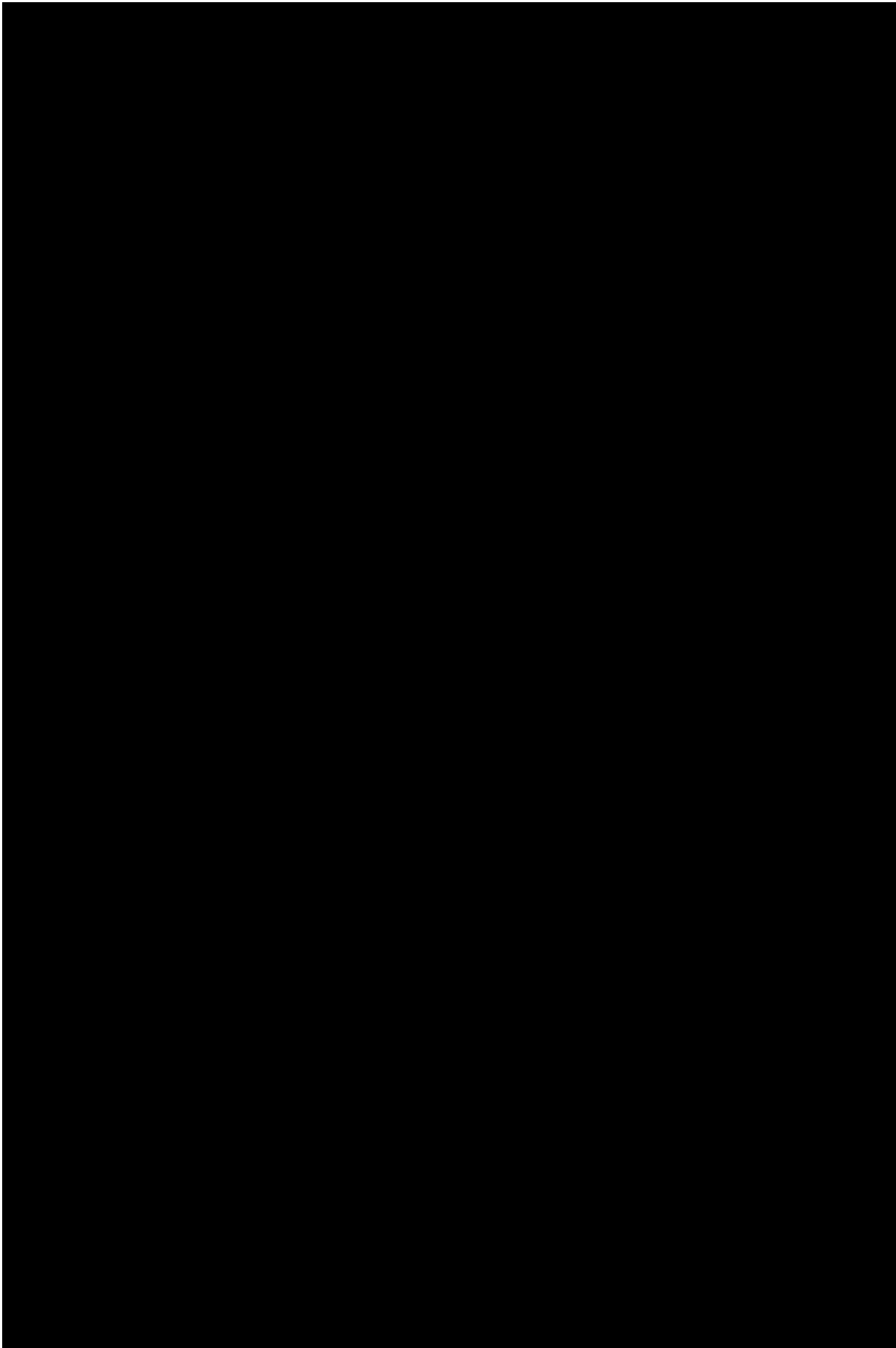
The Stadium Authority represents, warrants and undertakes that:

- (i) it has, and will continue to have throughout the term of this Stadium Agreement, the full right and authority to enter into this Stadium Agreement, and to accept and perform its obligations under this Stadium Agreement;
- (ii) this Stadium Agreement, once fully executed by both parties, will be enforceable against the Stadium Authority in accordance with its terms;
- (iii) it is not aware of any impediment or restriction which impairs or restricts, or might impair or restrict, the performance of its obligations under this Stadium Agreement;
- (iv) it has not concluded, and will not conclude, any agreement with any entity which would restrict or prohibit the Member Association, FIFA and/or the Commercial Affiliates from exercising their rights in relation to the Competition;
- (v) the execution, delivery and performance of this Stadium Agreement shall not conflict with, or constitute a breach of, or default under, any commitment, agreement or instrument to which the Stadium Authority is a party or by which it is bound. In particular, the Stadium Authority warrants that the execution and performance of the obligations under this Stadium Agreement do not violate in any respect any laws or regulations of the Host Country or any decision of any judicial or other competent body or authority in the Host Country;

- (vi) it will perform all its obligations hereunder in full compliance with the terms of this Stadium Agreement and by applying the highest standard of care;
- (vii) the conclusion and performance of this Stadium Agreement has been duly authorised by all necessary corporate actions of the Stadium Authority, and do not contravene the certificate of incorporation or the by-laws of the Stadium Authority, and will not result in a breach of, or constitute a default under, any contractual obligations of the Stadium Authority; and
- (viii) there are no actions, suits or proceedings pending or, to the best knowledge of the Stadium Authority, threatened against the Stadium Authority before any court, tribunal or governmental body, agency or other authority which might substantially and adversely affect the financial condition of the Stadium Authority and/or its ability to perform its obligations under this Stadium Agreement.

16.2 **Term**

- (i) The term of this Stadium Agreement commences on the date of its conclusion pursuant to Clause 2.1 (iii) above and will expire on 31 December 2026, unless previously terminated in accordance with the provisions of Clause 16.3 below.
- (ii) For the avoidance of doubt, the provisions of Clauses 4.4, 14, 16.3, 16.7, 16.8, 16.10, 16.13, 16.14, 16.16, 16.17, 16.19 and 16.20 shall survive expiry or early termination of this Stadium Agreement.
- (iii) In the event that the Stadium is not selected for the use for the Competition and the Member Association does not accept the irrevocable offer by the Stadium Authority as established in the unilaterally executed Stadium Agreement, the provisions of Clauses 4.4, 14, 16.7, 16.8, 16.10, 16.13, 16.14, 16.16, 16.17, 16.19 and 16.20 shall remain binding for the Stadium Authority, the Member Association, the other member associations (if applicable) and FIFA as third party beneficiary.





(iv) Cure Period


With respect to Clause 16.3.1 (ii) d) above, the Member Association shall notify the Stadium Authority and give the Stadium Authority the opportunity to remedy the violation within a reasonable period of time. If the violation is not remedied to the Member Association's and FIFA's reasonable satisfaction within such cure period, the Member Association shall have the right to terminate this Stadium Agreement.

(v) Consequences of Termination

In case of termination of this Stadium Agreement, completely or in part, by the Member Association, the Stadium Authority shall:

- a) not have any claims or rights to damages or further compensation against the Member Association and/or FIFA, FIFA's and/or the Member Association's subsidiaries and/or their directors, officers, members, agents, auxiliary persons, representatives and employees, and expressly waives all such rights;
- b) indemnify FIFA and the Member Association, FIFA's and/or the Member Association's subsidiaries and other concerned parties for all damages of whatever nature in such cases described, and subject to the terms and conditions set out, in Clause 16.16 below; and
- c) refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by the Member Association and/or FIFA in writing prior to such statement.

Termination by the Member Association shall be without prejudice to any obligations due to be performed by the Stadium Authority, or claims accrued against the Stadium Authority, prior to such termination and shall not be construed as a waiver of any such existing rights and/or claims.



16.4 Force Majeure

- (i) The Parties agree and acknowledge that, for the purposes of this Stadium Agreement, a *force majeure* event is any event which is not within the reasonable control of either party, including any natural disasters and adverse weather conditions (such as flood, earthquake, storm or hurricane), fire, war, invasion, hostilities (regardless of whether war is declared), civil war, rebellion, riot, revolution, insurrection, military coup, act of terrorists or other public enemies, nationalisation, confiscation, sanctions, boycott of the Competition or otherwise and other adverse acts imposed by the Government and other governmental authorities, blockage, embargo, labour dispute, strike or lockout.
- (ii) In case of a *force majeure* event, the following shall apply:
 - a) The failure or inability of a party to comply with an obligation under this Stadium Agreement due to a *force majeure* event shall not be deemed a breach of this Stadium Agreement by such party.
 - b) The Member Association shall be entitled to terminate this Stadium Agreement pursuant to Clause 16.3.1 (iii) above.
 - c) None of the parties shall be entitled to receive any compensation for any loss that may be caused in connection with such *force majeure* event, including loss of revenues and to assert any claims or rights to damages against the respective other party.
 - d) If a *force majeure* event prevents, or there is a likelihood that a *force majeure* event will prevent, a party from complying with an obligation under this Stadium Agreement, such party shall take all reasonable steps to minimise any delay or damage that may be caused in connection with such *force majeure* event (including alternative measures to achieve a result which corresponds to the fullest possible extent to the fulfilment of any such obligation), comply with all of its other obligations and timely notify the other party of the likelihood or actual occurrence of such *force majeure* event.

16.5 Cancellation, Abandonment, Postponement and Relocation

16.5.1 General Principle

The Stadium Authority agrees and acknowledges that, in certain circumstances, the Member Association and/or FIFA may take a decision to cancel, abandon, postpone and/or relocate one or more Matches and/or the entire Competition. With this respect, the following scenarios shall have such meaning as described below:

- (i) "abandonment of the Competition" means to abandon the Competition after its commencement so that a part of it will not take place within fifteen (15) months of the initially scheduled commencement date for the Competition as determined by FIFA;
- (ii) "abandonment of a Match" means to abandon such Match after its commencement so that a part of it will not take place prior to the end of the Competition;
- (iii) "cancellation of the Competition" means not to hold the Competition (as a whole) within fifteen (15) months of the initially scheduled commencement date for the Competition as determined by FIFA;
- (iv) "cancellation of a Match" means not to hold such Match (as a whole) prior to the end of the Competition;
- (v) "postponement of the Competition" means to shift the time of the Competition (in whole or in part) so that it takes place within fifteen (15) months of the initially scheduled commencement date for the Competition as determined by FIFA;
- (vi) "postponement of a Match" means to shift the time of such Match (in whole or in part) so that it takes place prior to the end of the Competition, including any interruption of a Match and regardless of the duration of such interruption;
- (vii) "relocation of the Competition" means to geographically shift the Competition (in whole or in part, including one or more Matches) to another country outside of the Host Country (for the avoidance of doubt, this may or may not be combined with a postponement); and
- (viii) "relocation of a Match" means to geographically shift such Match (in whole or in part) to another Stadium within the Host Country or, in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, regardless of whether the other stadium is geographically located in the Host Country or another host country (for the avoidance of doubt, this may or may not be combined with a postponement).

16.5.2 Grounds for Cancellation, Abandonment, Postponement and Relocation

- (i) The Stadium Authority agrees and acknowledges that FIFA shall be entitled to cancel, abandon, postpone and/or relocate one or more Matches and/or the entire Competition on the grounds for termination by the Member Association as set out in Clause 16.3.1 above.

- (ii) The Stadium Authority agrees and acknowledges that, as a result of a cancellation, abandonment, postponement and relocation of one or more Matches pursuant to Clause 16.5.2 (i) above, FIFA is entitled to additionally cancel, abandon, postpone and/or relocate:
 - a) one or more Matches in order to protect the integrity of the Competition, based on the Laws of the Game or the Competition Regulations (e.g. to ensure the simultaneous holding of the last group stage Matches of the Competition) or due to operational or organisational reasons; or
 - b) the Competition in order to protect its integrity, based on the Laws of the Game or the Competition Regulations or due to operational or organisational reasons.

16.5.3 Implementation of Cancellation, Abandonment, Postponement and Relocation

- (i) The Stadium Authority agrees and acknowledges that the cancellation, abandonment, postponement and relocation of one or more Matches and/or the entire Competition may be implemented by the Member Association by means of:
 - a) a complete or partial termination of this Stadium Agreement pursuant to Clause 16.3.1 above; and/or
 - b) mutually agreed changes to the provisions of this Stadium Agreement in relation to the implementation pursuant to Clause 16.5.3 (ii) below.
- (ii) In the implementation of the cancellation, abandonment, postponement and relocation of one or more Matches and/or the entire Competition, the Member Association and FIFA shall consult the Stadium Authority and use all reasonable efforts to follow the principle of proportionality with a view to achieving the intended objectives of hosting and staging Matches in the Stadium and reasonably reducing any expected adverse impacts on the Stadium Authority, the Member Association, FIFA and other involved third parties.

16.5.4 Consequences of Cancellation, Abandonment, Postponement and Relocation

- (i) In the event of a cancellation, abandonment, postponement or relocation of the Competition or a Match:
 - a) the Stadium Authority shall not be entitled to terminate this Stadium Agreement and not receive any compensation and/or assert any claims or rights to damages against the Member Association and/or FIFA, regardless of the decision taken by the Member Association and/or FIFA; and
 - b) Clause 16.3.1 (v) above shall apply.
- (ii) In the event of a postponement of the Competition, the term of this Stadium Agreement shall be extended automatically until six (6) months after the end of the Competition.

16.6 No Partnership

Neither this Stadium Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between FIFA, the Member Association and/or the Stadium Authority. The Stadium Authority shall not act, or purport to act, as a partner or agent of FIFA and/or the Member Association. This Stadium Agreement shall not be deemed to give the Stadium Authority general authority or power to act on behalf of FIFA and/or the Member Association. The parties are in all respects independent contractors and have separate financial interests under this Stadium Agreement.

16.7 **Notices**

All notices to be given under this Stadium Agreement shall be given in writing to the following addresses, unless notification of a change of address is given in writing. Any notice shall be sent by E-Mail, courier, registered or certified mail and will be effective upon receipt.

Member Association: The Canadian Soccer Association (CSA)
237 Metcalfe Street
Ottawa, Ontario, Canada K2P 1R2

Attention: Steven Reed, President (sreed@manningelliott.com)
Copy: Peter Montopoli, General Secretary (pmontopoli@canadasoccer.com)

With a copy to:
United Bid Committee of Canada, Mexico and the United States, LLC
420 Fifth Avenue, 7th Floor
New York, NY 10023
United States of America

Attention: John Kristick, Executive Director (john.kristick@unitedbid2026.com)
Copy: Jim Brown, Managing Director (jim.brown@unitedbid2026.com)

Stadium Authority: City of Toronto
Toronto City Hall
100 Queen Street West
East Tower, 11th Floor
Toronto, Ontario, Canada M5H 2N2

Attention: Peter Wallace, City Manager (Peter.Wallace@toronto.ca)
Copy: Mike Williams, General Manager, Economic Development and Culture

16.8 **Transfer and Assignment**

- (i) The Stadium Authority may not transfer and/or assign any of its rights or obligations under this Stadium Agreement without the prior written consent of the Member Association.

- (ii) The Member Association shall be entitled to transfer and/or assign any of its rights or obligations under this Stadium Agreement, and to delegate the performance of its obligations hereunder, to any third party, including pursuant to Clauses 2.2 (ii) and (iii) above.

16.9 No Waiver

Any waiver by either party of a right arising out of this Stadium Agreement or any breach of this Stadium Agreement will not operate as, or be construed to be, a waiver of any rights relating to any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Stadium Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Stadium 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 Stadium Agreement.

16.10 Confidentiality and Public Statements

16.10.1 Confidentiality

The parties acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this Stadium 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 16.10);
- (iii) disclosure is necessary with the Stadium Authority, FIFA or the Member Association (as applicable) as part of such groups' ordinary reporting or review procedure; or
- (iv) disclosure is made to the Stadium Authority's, FIFA's or the Member Association's (as applicable) 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 16.10.

16.10.2 Public Statements

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

- (ii) FIFA, the Member Association and the Stadium Authority shall agree on the timing, form and content of any public announcement by the Stadium Authority in relation to the Competition in general and the provision, use and operation of the Stadium for the Competition.

16.11 Entire Agreement

This Stadium 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.

16.12 Severability

Should an individual provision of this Stadium Agreement be invalid or unenforceable, such provision shall be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The validity of the remainder of this Stadium Agreement will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this Stadium Agreement will remain in full force and effect insofar as the primary purpose of this Stadium Agreement is not frustrated.

16.13 Compliance with Laws

In connection with the provision, use and operation of the Stadium for the Competition, the Stadium Authority 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. Upon request by FIFA or the Member Association, the Stadium Authority shall provide legal opinions to be given by law firms of recognised international standing regarding certain legal aspects in connection with this Stadium Agreement. The Stadium Authority shall carry out all necessary preliminary examinations with the relevant authorities and obtain the necessary confirmations.

16.14 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", "in particular", "such as", "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 Stadium Agreement.

- (vi) The headings of the Clauses and articles in this Stadium 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 Stadium Agreement form an integral part of this Stadium Agreement.

16.15 Amendments

Any amendments to, or changes of, this Stadium Agreement shall be valid only if made in writing and signed by the Member Association on the one side and the Stadium Authority on the other side.

16.16 Indemnification / Limitation of Liability

- (i) Without limiting Clauses 8.3 (iii) and 15.3 (ii) above, the Stadium Authority shall indemnify, hold harmless and defend the Member Association and FIFA, any subsidiary of the Member Association and FIFA as well as their directors, officers, representatives, employees, agents and/or auxiliary persons, from and against all liabilities, obligations, damages, losses, penalties, claims, demands, recoveries, deficiencies, fines, costs or expenses (including reasonable attorneys' fees and expenses) of whatsoever nature and evidenced to have been paid or incurred by FIFA and/or the Member Association resulting from, or arising out of, or attributable to, any breach of this Stadium Agreement by, or any act or omission of, the Stadium Authority including its officers, directors, members, representatives, auxiliary persons, employees or agents and the termination of this Stadium Agreement pursuant to Clause 16.3.1 (ii) above.
- (ii) To the extent permitted by applicable laws, the Stadium Authority hereby waives any and all claims of liability against the Member Association, FIFA, any FIFA subsidiaries and their officers, directors, members, agents, representatives or employees, for any loss or damage to the Stadium or any other personal or property losses or damages (including injuries and death), whether or not such loss or damage may have been caused by or resulted from the negligence of the Member Association, FIFA, any FIFA subsidiaries, their officers, directors, members, agents, representatives or employees.

Any such claims of liability caused by, or resulted from, intentional behaviour by the Member Association, FIFA, any FIFA subsidiaries, their officers, directors, members, agents, representatives or employees remain unaffected from the waiver pursuant to this Clause 16.16 (ii).

- (iii) The Stadium Authority agrees and acknowledges to bear any and all risks in relation to any loss of use of, or direct or indirect damage to, the Stadium during the Exclusive Use Period, including any risks covered by the property and equipment insurance policy as set in Clause 15.3 above.
- (iv) The Member Association, FIFA, any FIFA subsidiaries, their officers, directors, members, agents, representatives or employees as well as licensees or sub-contractors shall not be liable to the Stadium Authority for any direct or indirect damages in connection with, resulting from, the cancellation, abandonment,

postponement or relocation of the Competition or a Match scheduled to take place in the Stadium.

16.17 Anti-Corruption

The parties acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322^{octies} and art. 322^{novies} of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

16.18 Language

- (i) All documentation, material and/or correspondence provided by the Stadium Authority, or any third party appointed by the Stadium Authority, to the Member Association or FIFA, respectively by the Member Association or FIFA to the Stadium Authority or such third party under, or in connection with, this Stadium Agreement shall be in English.
- (ii) In the event that the Stadium Authority or any such third party are legally required under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English, the Stadium Authority shall submit to the Member Association:
 - a) the fully executed and initialled original version of such documentation, material and/or correspondence in the official language of the Host Country; and
 - b) an English translation of such documentation, material or correspondence. In the event of an agreement to be signed or acknowledged by the Member Association, the English version of the agreement shall be fully executed and initialled by the Stadium Authority or the relevant third party. If permitted under the applicable laws of the Host Country, in case of any discrepancies between the version in the official language of the Host Country and the English version, the English version shall always prevail.
- (iii) Unless otherwise agreed in writing by the Member Association:
 - a) any translation of an agreement or any other legally binding document shall be conducted by a sworn and certified translator specialised in translations of legal documents; and
 - b) such legal requirement under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English shall be proven in form of a legal statement by a local attorney of the highest professional reputation.

16.19 Governing Law

This Stadium 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 Vienna Convention on Contracts for the International Sale of Goods.

16.20 **Arbitration**

All disputes in connection with this Stadium 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 Chambers of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

IN WITNESS WHEREOF, the undersigned have caused this Stadium Agreement to be executed in two (2) copies by their duly authorised representatives.

THE CANADIAN SOCCER ASSOCIATION (CSA)

By:

By:

Name:

Name:

Title:

Title:

CITY OF TORONTO

By: *Peter Wallace*

Name: Peter Wallace

Title: City Manager

ANNEXE 1

<u>Glossary of Terms</u>
<p>"2026 FWC Entity" means the subsidiary established by FIFA in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.</p>
<p>"2026 FWC Hosting Requirements" means a document developed and issued by FIFA for the Competition, containing the requirements to be complied with by the Stadium Authority in connection with the provision, use and operation of the Stadium for the Competition with detailed descriptions, quality standards, specifications and modifications of the obligations under this Stadium Agreement, further obligations and requirements of the Stadium Authority as well as roles and responsibilities of the involved parties, which includes any further detailed specifications in relation to the obligations under this Stadium Agreement and the operational and functional areas as issued by FIFA from time to time as an integral part of the 2026 FWC Hosting Requirements.</p>
<p>"2026 FWC Subsidiary" means a subsidiary, branch, office or other representation established by the 2026 FWC Entity and/or FIFA in another country outside of the Host Country (where the 2026 FWC Entity itself is not established) in case the Member Association has been selected by FIFA together with other member associations to co-organise the Competition.</p>
<p>"Accreditation" means the official approved system and related procedures according to which access to the secured areas of the Stadium (other than the Stands) or the site of a Competition-related Event is granted to persons conducting an official function in connection with the Competition and/or a Competition-related Event.</p>
<p>"Accreditation Centre" means any location established by FIFA and the Member Association in relation to the Competition and/or a Competition-related Event, at which Accreditation Passes are processed and issued to the Accreditation Pass holders.</p>
<p>"Accreditation Pass" means a card, bib-card, wristband or other item (including any supplementary access devices) which (i) is issued by, or at the instruction of, FIFA and/or the Member Association to persons conducting an official function in connection with the Competition at the Stadium and/or the site of a Competition-related Event and (ii) permits its holder to access the Stadium or site of a Competition-related Event as well as and any areas and zones at the Stadium or site of a Competition-related Event needed to access to perform the function.</p>
<p>"Affiliates Hospitality Programme" means the hospitality programme operated by FIFA or the Hospitality Rights Holder (as determined by FIFA) for the Competition, under which FIFA enables the Commercial Affiliates, the Media Rights Licensees and other entities determined by FIFA to provide to their guests and officials hospitality packages containing a Ticket and certain hospitality services and benefits, such as catering in Hospitality Boxes or Hospitality Villages.</p>

<p>"Airport" means any airport which is located within, or in the vicinity of, or is otherwise affiliated to, the Host City and/or which is identified by FIFA and the Member Association for use in connection with the Competition and/or a Competition-related Event.</p>
<p>"Airport Agreement" means the agreement to be entered into between the Member Association and the Airport Authority.</p>
<p>"Airport Authority" means the executive authority legally competent to represent, and to act for and on behalf of, the Airport, which has signed the Airport Agreement and is responsible to ensure the Airport Authority's compliance with its obligations under the Airport Agreement.</p>
<p>"Ambush Marketing" means any attempt by an entity to gain an unauthorised commercial association with FIFA and/or the Competition to the detriment of the Commercial Affiliates, whether by way of an unauthorised use of the Competition Marks or otherwise.</p>
<p>"Bid" means the formal bid to co-organise the Competition together with FIFA, as submitted to FIFA by the Member Association.</p>
<p>"Bidding Process" means the bidding and selection procedure to determine the member associations to co-organising together with FIFA the Competition in the Host Country in accordance with the terms and condition.</p>
<p>"Brand Protection Programme" means the world-wide programme developed and implemented by FIFA for the protection and enforcement of 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 Competition, including Competition-related Events, such as the enforcement against Ambush Marketing and the unauthorised sale, transfer or other use of Tickets.</p>
<p>"Branded Licensee" means any entity, not being a FIFA Partner, FIFA World Cup Sponsor or Regional Supporter, to which FIFA or any nominee of FIFA grants the right to place any of the Competition Marks on products (and/or related advertising materials) which also bear the corporate identification or trademark of such entity in a manner which associates the corporate identification or trademark of such entity with the Competition Marks.</p>
<p>"Broadcast Compound" means the restricted-access area located within the Inner Stadium Perimeter or Outer Stadium Perimeter as determined by FIFA in which the Host Broadcaster and Media Rights Licensees may place technical equipment and transmission support vehicles for the purpose of the production of any content and material related to, and the exploitation and implementation of, the Media Rights.</p>
<p>"Commercial Affiliate" means any entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to the Competition, including FIFA Partners, FIFA World Cup Sponsors, Regional Supporters and Branded Licensees, but excluding Licensees.</p>

<p>"Commercial Display" means an area made available to the Commercial Affiliates as well as to the Host City Authority and/or other parties by FIFA to enable them to promote themselves and/or to demonstrate and display their products and/or services at the Stadium.</p>
<p>"Commercial Hospitality Programme" means the Hospitality Programme operated by FIFA or the Hospitality Rights Holder (as determined by FIFA) for the Competition, under which FIFA sells, or grants to the Hospitality Rights Holder the right to sell, to the corporate market and other third parties, including Commercial Affiliates and Media Rights Licensees hospitality packages containing a Ticket and certain hospitality services and benefits, such as catering in Hospitality Boxes or Hospitality Villages.</p>
<p>"Competition" means the 2026 FIFA World Cup, including any Matches and Competition-related Events, which is scheduled to be staged in the Host Country in the year 2026.</p>
<p>"Competition Design" means the official look and feel as developed by FIFA for the Competition.</p>
<p>"Competition Marks" means the (i) Official Emblem; (ii) Official Mascot; (iii) Official Slogan; (iv) Official Posters; (v) two dimensional representations of the Official Trophy (expressly excluding three dimensional copies thereof); (vi) any official name of the Competition (in any language) and any abbreviations thereof; (vii) the Competition Design; and (viii) any other mark (including any word marks), design, slogan, emblem, title or other identification or symbol developed by FIFA and selected by FIFA for the official use in connection with the Competition or a Competition-related Event.</p>
<p>"Competition Period" means the period commencing ten (10) days prior to the Opening Match and concluding five (5) days after the last Match.</p>
<p>"Competition Regulations" means the FIFA regulations established by the FIFA Council for the Competition, which contain the general rules for, and the format of, the Competition, in their applicable form as issued by FIFA from time to time.</p>
<p>"Competition-related Events" means any events or activities other than Matches which are directly or indirectly related to the Competition (as applicable) officially organised, supported, sanctioned by, or staged under the auspices of, FIFA or, at FIFA's sole discretion, the Member Association and which are designed to promote, celebrate, enhance or facilitate the hosting and staging of the Competition, including the following events and activities directly or indirectly related to the Competition:</p> <ul style="list-style-type: none"> (i) FIFA Congress staged in the Host Country the week prior to the Opening Match; (ii) FIFA banquets; (iii) Draws; (iv) FIFA Fan Fests; (v) Team seminars; (vi) Team workshops; (vii) Referees' workshops; (viii) ceremonies (including the opening ceremony, closing ceremony and award ceremonies); (ix) other ceremonies, events, activities, workshops and seminars;

(x)	cultural events (such as concerts, exhibitions, displays, shows or other expressions of culture);
(xi)	events related to FIFA Sustainability Activities;
(xii)	press conferences and other media events;
(xiii)	training sessions;
(xiv)	launch of the Official Mascot, Official Emblem, Official Slogan, Official Posters and any other launch events; and
(xv)	any other activities that FIFA considers relevant for the hosting and staging of the Competition.
<p>"Controlled Area" means an area as determined by FIFA for each Stadium, which is located directly adjacent to the Outer Stadium Perimeter (and may include, for example, temporary parking areas used on Match Days, open outdoor spaces, entertainment areas or arenas) and 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 organisation of the Matches and protect the rights of the Commercial Affiliates.</p>	
<p>"Draw" means the Final Draw and the Preliminary Draw.</p>	
<p>"Due Date" means the exact date by when a deliverable under this Stadium Agreement is due. In case that a Due Date is a Saturday or a Sunday or a public holiday, the first banking day after such day is meant to be the Due Date.</p>	
<p>"Exclusive Use Period" means the period commencing at least thirty (30) days prior to the day of the Opening Match until seven (7) days after the day of completion of the last Match staged in the Stadium.</p>	
<p>"Field of Play" means the playing surface upon which Matches are played within the Stadium, including the field-turf areas immediately behind the goal lines and touchlines.</p>	
<p>"FIFA" means the Federation Internationale de Football Association, including any of its direct and indirect subsidiaries, such as the 2026 FWC Entity and 2026 FWC Subsidiaries (if applicable).</p>	
<p>"FIFA Congress" means the congress of FIFA in accordance with the FIFA Statutes.</p>	
<p>"FIFA Council" means the council of FIFA, which is the highest internal executive body within FIFA.</p>	
<p>"FIFA Delegation" means the delegation appointed by FIFA for the Competition and/or a Competition-related Event, comprising (i) members of FIFA committees, (ii) staff, consultants and temporary support personnel of FIFA, the 2026 FWC Entity and any other direct or indirect subsidiaries of FIFA, (iii) FIFA's guests, (including VIP and VVIP guests) and (iv) any other individuals nominated by FIFA as being a member of such delegation.</p>	
<p>"FIFA Fan Fest" means a secured and officially branded fan entertainment area established in the Host City or at other locations as determined by FIFA, which offers visitors, in particular, the possibility to view Matches on one or more giant screens.</p>	

<p>"FIFA Marks" means FIFA's corporate mark and approved derivations thereof used to indicate and identify FIFA as well as any additional or successor marks and devices adopted as its brand identification by FIFA, but excluding (i) any FIFA technical or quality certification and (ii) medical programme indicators.</p>
<p>"FIFA Partner" means any entity to which FIFA grants the most comprehensive package of global advertising, promotional and marketing rights in relation to FIFA, the Competition and other competitions organised by FIFA, which entitle such entities to the highest available level of commercial association with FIFA, the Competition and other competitions organised by FIFA.</p>
<p>"FIFA Statutes" means FIFA's governing statutes as adopted by the FIFA Congress and amended from time to time.</p>
<p>"FIFA Ticketing Policy" means the FIFA ticketing policy developed by FIFA for the Competition, which contains (i) FIFA's strategy, requirements, guidelines, regulations and policies in relation to Ticketing and (ii) the detailed requirements for the implementation of the FIFA ticketing project as customised for the Host Country.</p>
<p>"FIFA World Cup Sponsor" means any entity to which FIFA grants the second most comprehensive package of global advertising, promotional and marketing rights in relation to the Competition and certain other related FIFA activities scheduled to take place during the rights period of their contract.</p>
<p>"Final Draw" means the draw by which Teams participating in the final competition of the 2026 FIFA World Cup are drawn into competition groups and positions that will be featured in the Match Schedule.</p>
<p>"Final Match" means the final match of the Competition.</p>
<p>"Government" means the national government of the Host Country.</p>
<p>"Hospitality Boxes" means individual rooms, enclosures and/or areas within the Stadium which are designated by FIFA as being boxes used for the Hospitality Programme, and which contain or are attached to a limited number of seats with a view onto the Field of Play.</p>
<p>"Hospitality Programme" means the official FIFA-endorsed hospitality programme in relation to the Competition operated by FIFA and/or the Hospitality Rights Holder, including the VIP Hospitality Programme, the Affiliates Hospitality Programme and the Commercial Hospitality Programme.</p>
<p>"Hospitality Rights Holder" means any entity to which FIFA grants certain rights in relation to the exploitation and operation of the Hospitality Programme, or which is directly or indirectly appointed by FIFA to provide services in relation to the exploitation and operation of the Hospitality Programme in its own name or in the name of FIFA.</p>
<p>"Hospitality Villages" means the temporary hospitality facilities for the Hospitality Programme set up at locations within the Outer Stadium Perimeter or other locations adjacent to the Stadium as selected by FIFA.</p>

<p>"Host Broadcaster" means the entity directly or indirectly appointed by FIFA to provide services in connection with the production of any content and material being subject to the Media Rights, including:</p> <ul style="list-style-type: none"> (i) any audio-visual material, including the basic audio-visual feed (or any supplemental feed) (ii) any still or moving visual-only images; (iii) any audio-only material, including dubbing and commentary; and (iv) any text and data <p>in relation to all Matches, certain Competition-related Events and any other aspects of the Competition which FIFA deems relevant, including the official film, magazines and other documentaries of the Competition as well as Competition-related documentaries in connection with the Teams or individuals being involved in the Competition.</p>
<p>"Host City" means the city in which, or in the vicinity of which, the Stadium is located and which is selected by FIFA as host city of the Competition.</p>
<p>"Host City Agreement" means the agreement to be entered into between FIFA, the Member Association and the Host City Authority.</p>
<p>"Host City Authority" means the executive authority which is (i) legally competent to represent, and to act for and on behalf of, the Host City, (ii) has signed the Host City Agreement and (iii) is responsible to ensure full compliance with its obligations under the Host City Agreement.</p>
<p>"Host Country" means the country of the Member Association.</p>
<p>"Hosting Agreement" means the agreement to be entered into between FIFA and the Member Association (and other member associations if the Member Association has been selected by FIFA together with such other member associations to co-organise the Competition) in connection with hosting and staging the Competition in the Host Country or Host Countries.</p>
<p>"Human Rights" means, at a minimum, those internationally recognised human rights, including labour rights, expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's (ILO) Declaration on Fundamental Principles and Rights at Work. The latter includes ILO's core labour conventions, C29 on Forced Labour and Protocol to C29, C87 on Freedom of Association and Protection of the Right to organise convention, C98 on the Right to organise and to Collective Bargaining, C100 on Equal Remuneration, C105 on Abolition of Forced Labour, C111 on Discrimination (Employment and Occupation), C138 on Minimum Age, and C182 on the Worst Forms of Child Labour. Depending on the nature of activities and potential impacts, the scope and consideration of internationally recognised human rights shall be enlarged to include, for instance, the United Nations instruments on the rights of indigenous peoples; women; national or ethnic, religious and linguistic minorities; children; persons with disabilities; and migrant workers and their families, as well as the ILO's Convention C135 on Workers' Representatives and C155 and C167 on Occupational Safety and Health.</p>

<p>“Inner Stadium Perimeter” means the perimeter around the main Stadium building within the Stadium fence at which the final formal Ticket check is conducted for spectators attending a Match.</p>
<p>“Intellectual Property Rights” means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trademarks, service marks, trade names, trade dress, registered designs, copyrights, moral rights, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.</p>
<p>“ISO 20121” means the international standard “ISO 20121” or any subsequent standard replacing ISO 20121, for event sustainability management systems, created by the International Organisation for Standardisation, in its applicable form.</p>
<p>“Laws of the Game” means the laws governing the game of Association Football drawn up by the International Football Association Board, in their applicable form as issued by FIFA from time to time.</p>
<p>“Licensee” means 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), but which is not permitted to affix its own corporate or other brand or trademark to such items of merchandise.</p>
<p>“Marketing Rights” means, in any and all media, in all languages and throughout the universe, 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 any other rights and/or associated commercial opportunities relating to the Competition and the Competition-related Events, to the extent that such rights are not Media Rights.</p>
<p>“Match” means any football match in its entirety (including replays, extra-time and penalty shoot-out phases), which takes place as part of the Competition.</p>
<p>“Match Day” means the day on which a Match is scheduled to take place in the Stadium.</p>
<p>“Media Representatives” means all professional representatives of the Host Broadcaster, the Media Rights Licensees and other media entities to whom FIFA and/or the Member Association grant the right to receive an official media Accreditation Pass to access the Stadium (or parts of it) for Matches and/or a Competition-related Event.</p>

<p>"Media Rights" means the rights, in any language and throughout the universe, 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 devised, developed or invented), any aspect or element of the Competition 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 audio-visual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. Media Rights include the right to record, create and exploit any official films or any official concerts of the Competition and/or similar audio-visual products and programming.</p>
<p>"Media Rights Licensee" means any entity which acquires the right to broadcast and/or transmit the basic audio-visual feed (or any supplemental feed) of any Match.</p>
<p>"Media Tribune" means the section of the Stands in the Stadium which is designated by FIFA for the exclusive use by Media Representatives to report on a Match.</p>
<p>"Member Association" means the national football association officially affiliated to FIFA which has participated in the Bidding Process to be appointed by FIFA for the co-organisation together with FIFA of the Competition in the Host Country and which has executed this Stadium Agreement.</p>
<p>"Mixed Zone" means the room or other suitable space in the Stadium where Media Representatives may conduct individual post-match interviews of players, coaches or other members of the Team Delegation after a Match.</p>
<p>"Official Emblem" means the logo or device selected by FIFA for the Competition.</p>
<p>"Official Mascot" means the mascot selected by FIFA for the Competition.</p>
<p>"Official Poster" means any poster selected by FIFA for the Competition, including the Host City Posters.</p>
<p>"Official Slogan" means any slogan selected by FIFA for the Competition, symbolising the overall message and theme in relation to the Competition.</p>
<p>"Official Trophy" means the FIFA World Cup trophy as selected by FIFA, which is awarded to the winner of the Competition.</p>
<p>"Opening Match" means the opening match of the Competition.</p>
<p>"Outdoor Media" means any kind of outdoor advertising billboards, posters, posts and other media which can be used for promotional purposes.</p>
<p>"Outer Stadium Perimeter" means the perimeter directly adjacent to, and further removed from the Stadium than, the Inner Stadium Perimeter and which only Accreditation Pass holders and Ticket holders are entitled to access on Match Days.</p>

<p>“Participating Member Association” means any member association whose Team has qualified to participate in the Competition.</p>
<p>“Pitch Area” means the area which comprises the Field of Play and the adjacent area up to the demarcation of the Stands.</p>
<p>“Preliminary Draw” means the draw by which Teams of all member associations participating in the qualification for the Competition are drawn into competition groups for each of the Confederations.</p>
<p>“Referee” means any Match referee, assistant referee, fourth official and/or any further Match official appointed for the Competition which, if applicable, includes the fifth official as well as the additional assistant referee.</p>
<p>“Regional Supporter” means any entity to which FIFA grants the third most comprehensive package of advertising, promotional and marketing rights in relation to the Competition, such rights to be exercisable on a regional basis.</p>
<p>“Stadium” means the stadium owned and operated by the Stadium Authority as described in Annexe 2, being subject to this Stadium Agreement, and at which Matches are played, including the entire premises (to the extent that a Ticket or an Accreditation Pass is required in order to gain access) of the stadium facility inside the Outer Stadium Perimeter fence and (on Match Days and on any day on which any official Team training session takes place within the stadium) the aerial space above the stadium premises as well as any permanent and temporary parking facilities, the VIP Tribune and areas used for the Hospitality Programme (including the Hospitality Boxes and Hospitality Villages), Media Tribunes, the SMC and other permanent and temporary media areas and zones, concessions areas, Commercial Display areas, the Pitch Area, the Broadcast Compound, the Stands, the areas beneath Stands, any areas used for the Ticketing Centre, the Accreditation Centre and Volunteer Centre as well as and any other areas, buildings, facilities or sections used in any manner in connection with a Match taking place in the stadium as determined by FIFA.</p>
<p>“Stadium Authority” means the executive authority which (i) is legally competent to represent, and to act for and on behalf of, the Stadium (i.e. the owner and/or operator of the Stadium), (ii) has signed this Stadium Agreement and (iii) is responsible to ensure full compliance with its obligations under this Stadium Agreement.</p>
<p>“Stadium Media Centre (SMC)” means any Stadium media centre set up by FIFA for use by the Media Representatives in the Stadium in connection with the Competition.</p>
<p>“Stadium Overlay Infrastructure” means any equipment, facilities and infrastructure as well as any upgrades and/or changes thereto that are added to, installed at, the Stadium on a temporary basis by FIFA or any other third party determined by FIFA for the sole purpose of being used in connection with the Competition or a Competition-related Event, but not including any spaces required for the Stadium Overlay Infrastructure.</p>
<p>“Stadium Rental Fee” means the rental fee payable to the Stadium Authority for the use of the Stadium for the Competition at such amount, and subject to such conditions, as agreed under this Stadium Agreement.</p>

<p>"Stand" means the seating area for spectators within the Stadium, including the VIP Tribune, Media Tribune and Hospitality Boxes.</p>
<p>"Team" means any team representing a Participating Member Association at the Competition.</p>
<p>"Team Delegation" means the delegation of a Team, consisting of players, coaches, managers, medical staff, officials, media officers, representatives and guests of a Team as well as other individuals appointed by FIFA or the Member Association for the purposes of accompanying and liaising with the Team.</p>
<p>"Ticket" means a ticket granting its holder access to a Match or a specific Competition-related Event in accordance with its applicable general terms and conditions, which are made available as individual tickets or as series of tickets or combined with other offers and/or services.</p>
<p>"Ticketing" shall mean all conceptual, operational and managerial measures to provide Tickets to all spectators of all Matches and Competition-related Events (as applicable), allowing the Ticket holder to enter a stadium, including the Stadium, obtain a seat and watch the Match and/or Competition-related Event as well as other performances related thereto. Ticketing shall include the management and operation necessary for the allocation, production, sale, distribution, delivery and payment of Tickets of the Competition.</p>
<p>"Ticketing Centre" means any location established by FIFA and/or a third party appointed by FIFA in relation to the Competition, at which Ticket holders or other individuals or groups are serviced in relation to any matters relating to Ticketing, which may be located in the direct vicinity of the Stadium or elsewhere in or near the Host City, such as in the centre, at an Airport and/or at other key locations in the Host City.</p>
<p>"Training Site" means a training site located in, or in the vicinity of, the Host City which is selected by FIFA for the Competition to conduct Competition-related training sessions of a Team or the Referees..</p>
<p>"UN Guiding Principles" means the Guiding Principles on Business and Human Rights that were endorsed in June 2011 by the United Nations' Human Rights Council, which constitute the authoritative global framework to address business impact on all human rights, applicable to both states and businesses, and clarify their respective duties and responsibilities for tackling human rights risks related to business activities.</p>
<p>"Venue" means the area comprising all Sites and their connections used for the Competition and/or a Competition-related Event within the Host City and, if determined by FIFA, all Sites connected to, but located, outside of the Host City (such as the Airport, if applicable).</p>
<p>"VIP Hospitality Programme" means the Hospitality Programme operated by FIFA or the Hospitality Rights Holder (as determined by FIFA) for the Competition under which VIP/VVIP guests of FIFA and the Member Association as well as officials are provided certain hospitality services and benefits together with a Ticket for the VIP Tribune on a complimentary basis.</p>

"VIP Tribune" means the "tribune d'honneur", being such location in the Stands identified by FIFA upon proposal by the Member Association to which VIP/VVIP guests of FIFA and the Member Association as well as officials will be invited to watch a Match together with the provision of certain benefits and services under the VIP Hospitality Programmes.

"Volunteer" means an individual performing for and on behalf of FIFA and/or the Member Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or a Competition-related Event, who is primarily (but not exclusively) resident of the Host Country.

"Volunteer Centre" means any location established by FIFA, the Member Association and/or a third party appointed by FIFA and/or the Member Association in relation to the Competition, at which Volunteers are based and serviced and which shall be located in the direct vicinity of the Stadium or elsewhere in the Host City.

ANNEXE 2

Stadium Information

Name of Stadium: BMO Field

Stadium Owner: *City of Toronto,
100 Queen Street West,
Toronto, Ontario
M5H 2N2*

Stadium Operator: *Maple Leaf Sports & Entertainment
50 Bay Street, Suite 500
Toronto, Ontario
M5J 2L2*

Stadium Seating Capacity: *27,482*

Stadium Hospitality Box Capacity: *1,078*

Name of Municipality in which the Stadium is located: *City of Toronto*

Stadium Naming Sponsor: *Bank of Montreal (BMO)*

Info for
ANNEXE 3

Stadium Rental Fee

Stadium Rental Fee Items	One full Match Day			-	One full Non-Match Day	
	Amount (Please fill in below)	Currency	Details of Item		Amount (Please fill in below)	Currency
1. Basic Stadium rental fee (Subtotal)		USD	Provision of entire facility and attached infrastructure and technical installations, including giant screens, electronic access control system, connected stadium solution, WI-FI, etc.		USD	Provision of entire facility and attached infrastructure and technical installations including giant screens, electronic access control system, connected stadium solution, WI-FI, etc. on demand for tests
2. Basic Services (Subtotal) (2.1 + 2.2 + 2.3)		USD			USD	
2.1. Stadium Management		USD			USD	
Stadium operator core team		USD	Stadium operator staff fully dedicated*		USD	Stadium operator staff dedicated during working hours**

2.2. Facility Management		USD			USD	
Electrical Service		USD	Dedicated* stadium's and/or contracted electrician and team		USD	Stadium's and/or contracted electrician and team available during working hours** in setup or dismantling phase and at least on standby after setup
Mechanical Service		USD	Dedicated* stadium's and/or contracted plumber and team		USD	Stadium's and/or contracted plumber and team available during working hours** in setup or dismantling phase and at least on standby after setup
Audio & Video Service		USD	Dedicated* stadium's and/or contracted A&V engineer and team		USD	Stadium's and/or contracted A&V engineer and team available during working hours** in setup or dismantling phase and at least on standby after setup

IT - Service		USD	Dedicated* stadium's and/or contracted IT-engineer and team		USD	Stadium's and/or contracted IT-engineer and team available during working hours** in setup or dismantling phase and at least on standby after setup
Cleaning & Waste Service		USD	Dedicated* stadium's and/or contracted cleaning & waste contractor		USD	Stadium's and/or contracted cleaning & waste contractor available during working hours** in setup or dismantling phase and at least on standby after setup
Pitch Maintenance Service		USD	Dedicated* stadium's head greenkeeper and team		USD	Dedicated** Stadium's head greenkeeper and team
2.3. Safety and Security Service		USD			USD	
Guarding		USD	guarding of areas, spaces and accreditation zones		USD	guarding of areas, spaces and accreditation zones
Stewarding		USD	only applicable on Match Day	N/A	USD	

Transport Marshalli ng		USD	only applicable on Match Day and Match Day-1 (Official Training session)	N/A	USD	
3. Stadium surroundings rental fee (Subtotal)		USD	Provision of spaces and areas outside of the Stadium (including outer perimeter fence, parking etc.), including power and water supply		USD	Provision of spaces and areas outside of the Stadium (including outer perimeter fence, parking etc.), including power and water supply
Total Stadium Rental Fee (1.Subtotal + 2.Subtotal + 3.Subtotal)		USD			USD	

* "dedicated" means full-day availability on-site, minimum early morning until 4 hours after final whistle.

** "working hours" means 12-16 hours on a Non Match Day.

Exhibit B

Stadium Rental Fees

[See attached.]

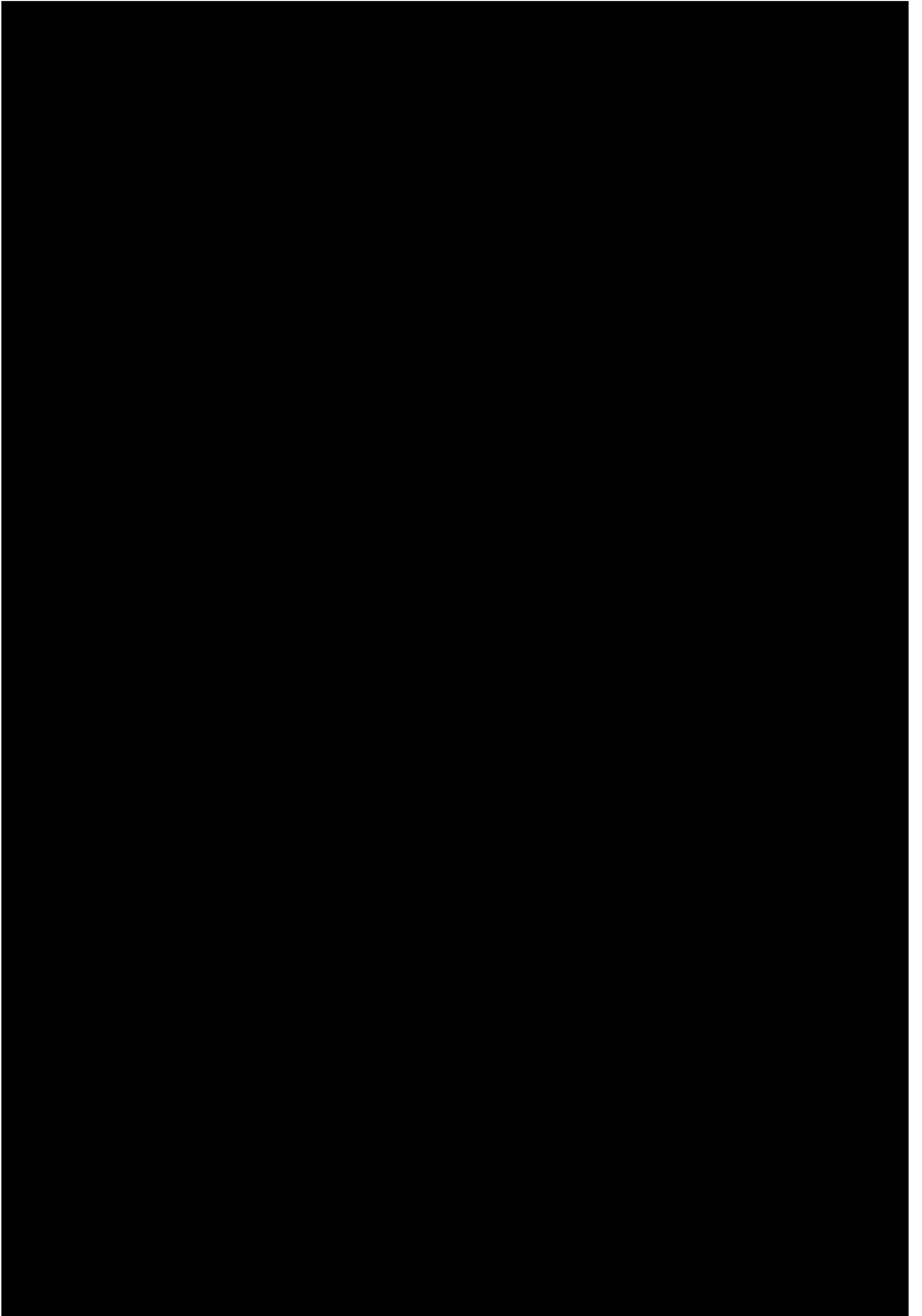


EXHIBIT C

Stadium Footprint Map

[See attached.]

Toronto - BMO Field
Footprint

FIFA World Cup 2026™
Venue Selection Process

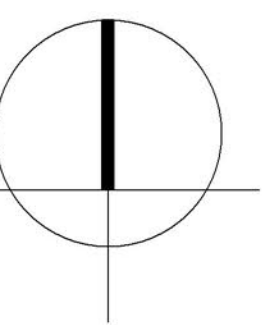


EXHIBIT D

Stadium Renovation Plans

[See attached.]

TORONTO

Renovation category	Current specification	Post renovation specification	FIFA comment	City/stadium authority comment
1. Technical installations /systems				
LED video screens	Proposed 3 – 4 video screens Approx. 90 m2 each Ratio 16:9	Execution Timeline prior to 2025 if the screens are permanent, if not it will be part of the overlay install in 2026 as per BMO Field	TBD	No decision on permanent or temporary video screens for 2026 has been made.
WiFi install (FoH)/ upgrades (BoH)	Does not exist FoH	Execution timeline: 2025	Please also refer to FWC 2026 Hosting Requirements	Part of MLS Guidelines.

Renovation category	Current specification	Post renovation specification	FIFA comment	City/stadium authority comment
2. Structural upgrades of areas and spaces in the stadium				
Additional temporary seating	Current Capacity- 27, 980	Current capacity 27,980 Proposed temp seating:17,160 Proposed temp Skybox seats: 678 East Field level seats: 232 Gross Capacity - 46,050 SEE SHEET A8 - STADIUM BLOCK PLANS Execution timeline: prior to event in 2026	TBD	Temp seating required to get to seating capacity. This scenario contemplates leaving the South Canopy in place.
Accessibility upgrades - adult change tables	N/A	Added to meet FIFA requirements Execution timeline: 2026		Required to meet accessibility requirement
Press conference room expansion	Not large enough to accommodate 200 media	New temporary Press Conference Room is proposed at QE Building - rental will start in April / May 2026. SEE SHEET A2 - STADIUM BLOCK PLANS (attached)	TBD	MOVED – new proposed location is Queen Elizabeth building

Area	Description	Deliverable	Due date
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Seating bowl	Installation of extended (to north) natural pitch and pitch stitching	Stadium authority confirms to achieve installation and schedule for work in accordance with attached "Pitch Layout" pitch map.	June 2025
Temporary stands	Installation of temporary seating stands to north and south required to achieve minimum seating capacity for FWC 2026 tournament	Stadium authority confirms to achieve installation and schedule for work in accordance with attached "Pitch Layout" pitch map.	Prior to event in 2026
VVIP area	Proposed VVIP lounge area will be in the existing hospitality space called the "Tunnel Club", on the ground floor of the Stadium. There will be an overlay pathway created to provide dedicated access to VVIP seating. SEE SHEETS A2 and A3 - STADIUM BLOCK PLANS	Temporary Path of travel created as overlay for dedicated access to seating	Prior to event in 2026
VIP area	VIP seats and lounge area will utilize level 2 blind lounge in Main stand.	Stadium authority confirms modification works of the lounge and seating tier and confirm access routes conform to applicable building code requirements	No later than Spring 2026
Media area	Media currently contained within press box in south-west corner, likelihood of media tribune extension to external areas being required.	Stadium authority confirms extension of media to minimise cable runs from OB location (incl. level of rain cover in proposed location) and its final installation	No later than Spring 2026
Outside broadcast compound	Located in the south parking lot immediately adjacent to the stadium (5200m ²). SEE SHEET A1 - STADIUM BLOCK PLANS (reference image included below)	Stadium authority confirms to accommodate full FWC OB space in secure location immediately adjacent to the stadium	



Seating area to be removed

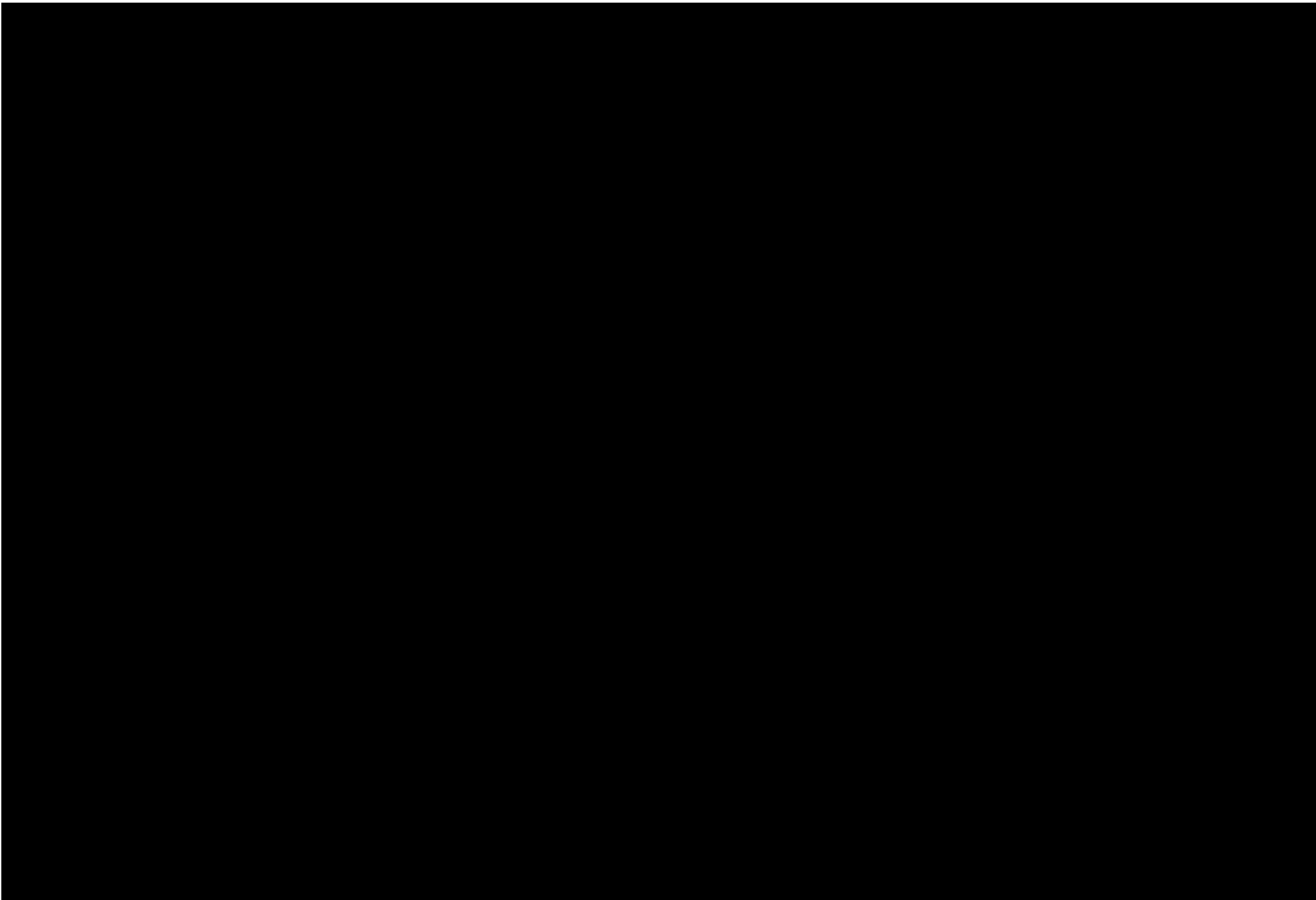
Pitch size = 105 X 68

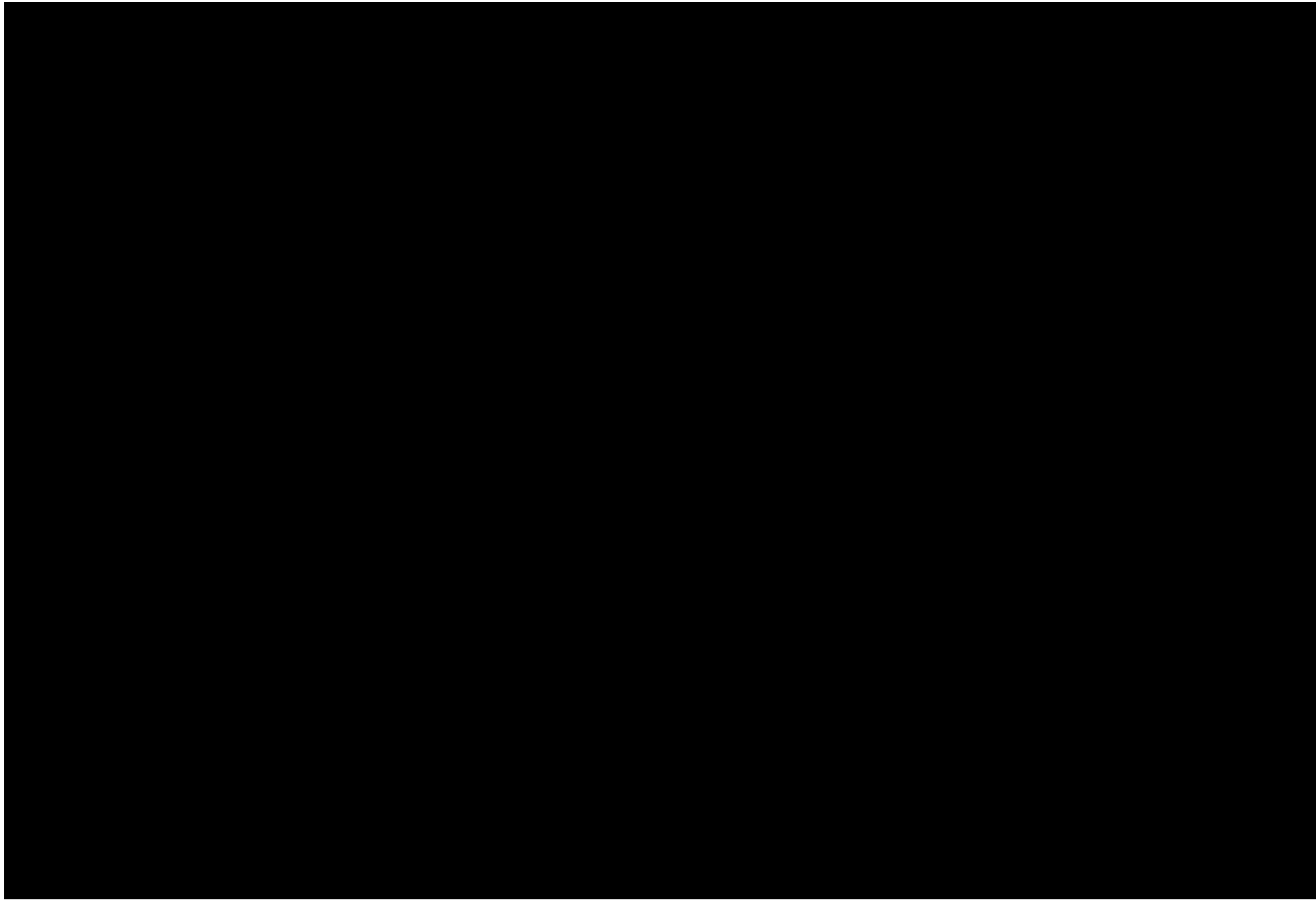
FWC 2026 Required area = 120 X 80

Toronto - BMO Field Stadium

Pitch Layout

FIFA WORLD CUP
UNITED ~~2024~~ 2026





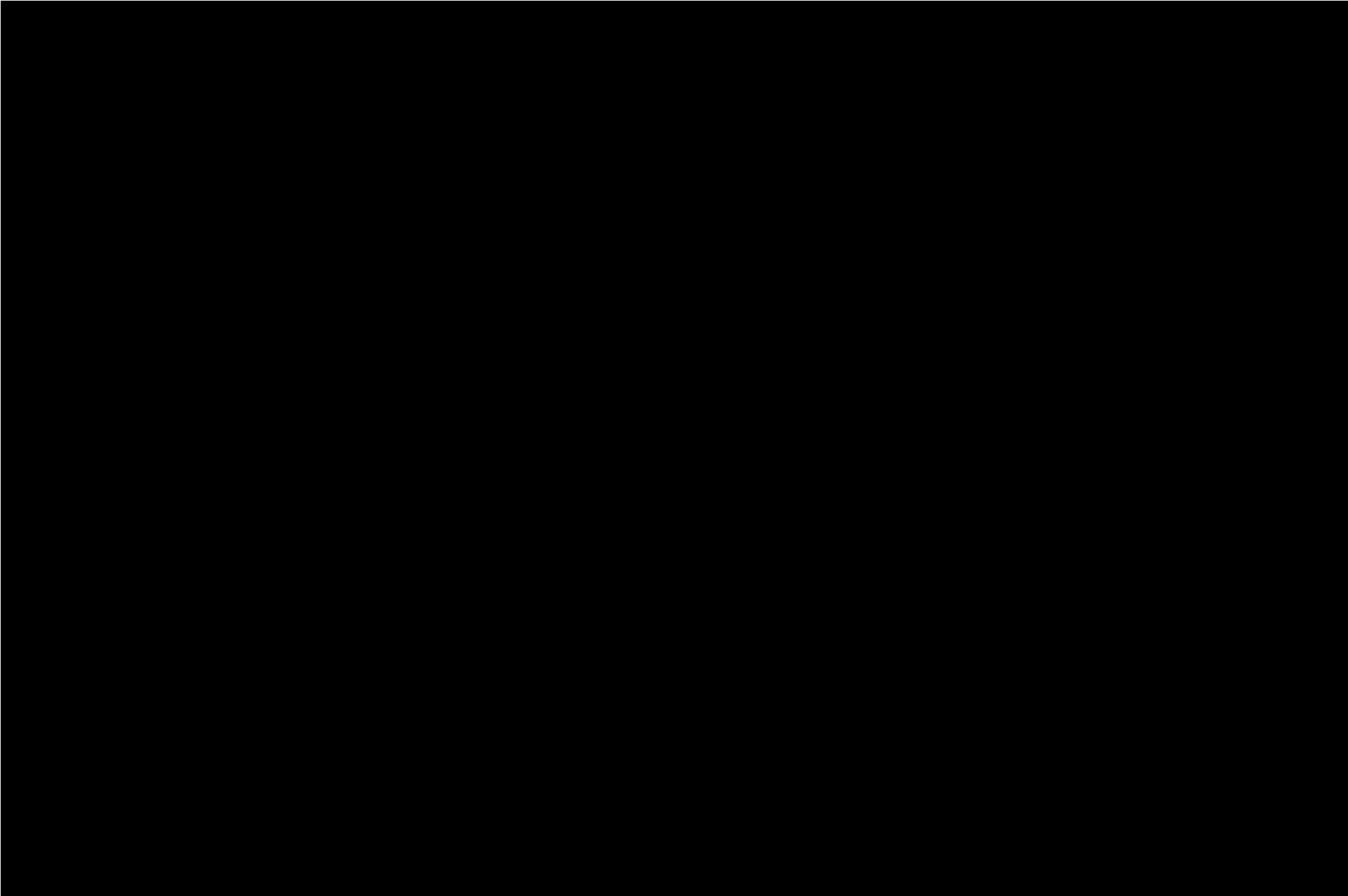
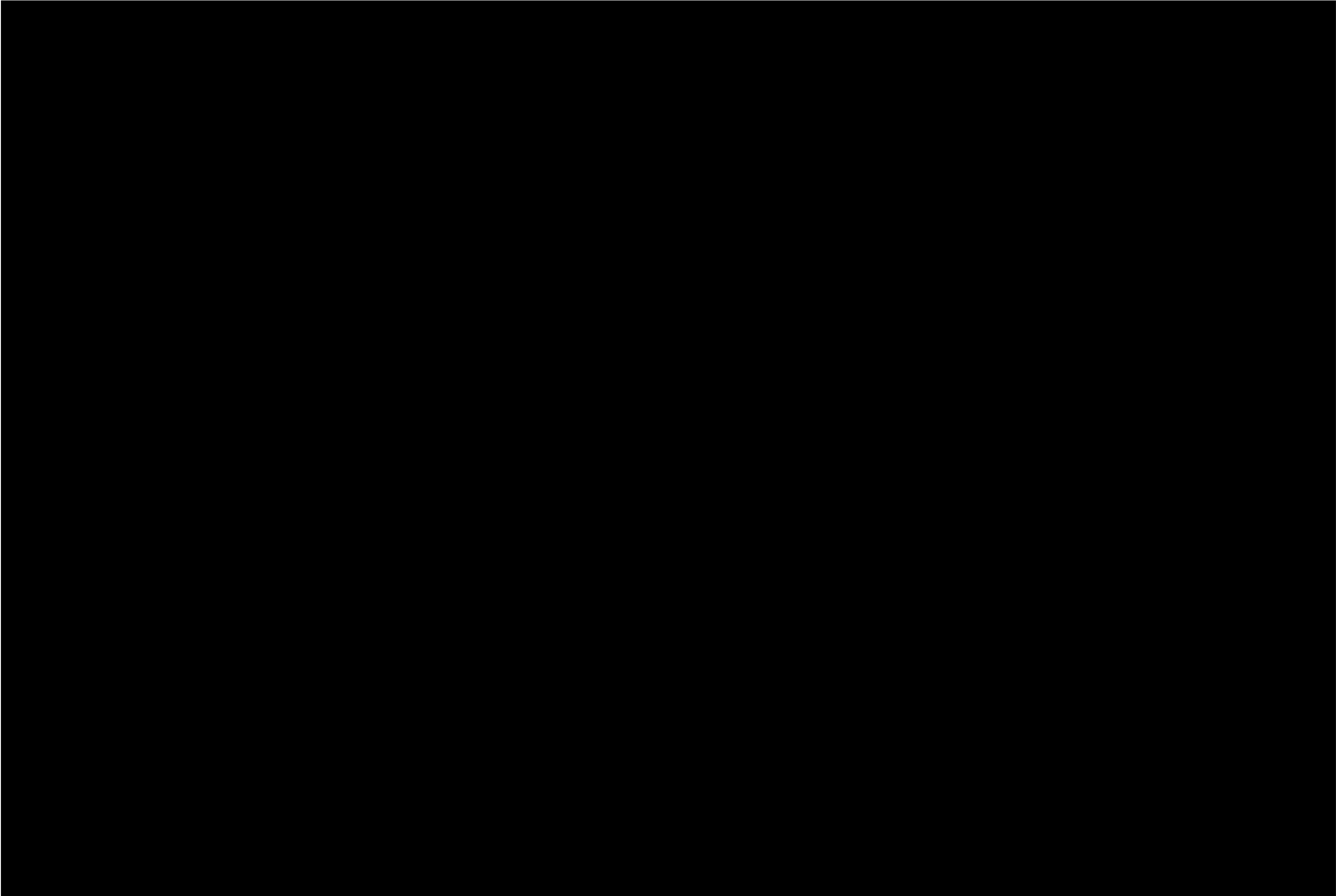


EXHIBIT E

Transport Obligations Summary Matrix

[See attached.]



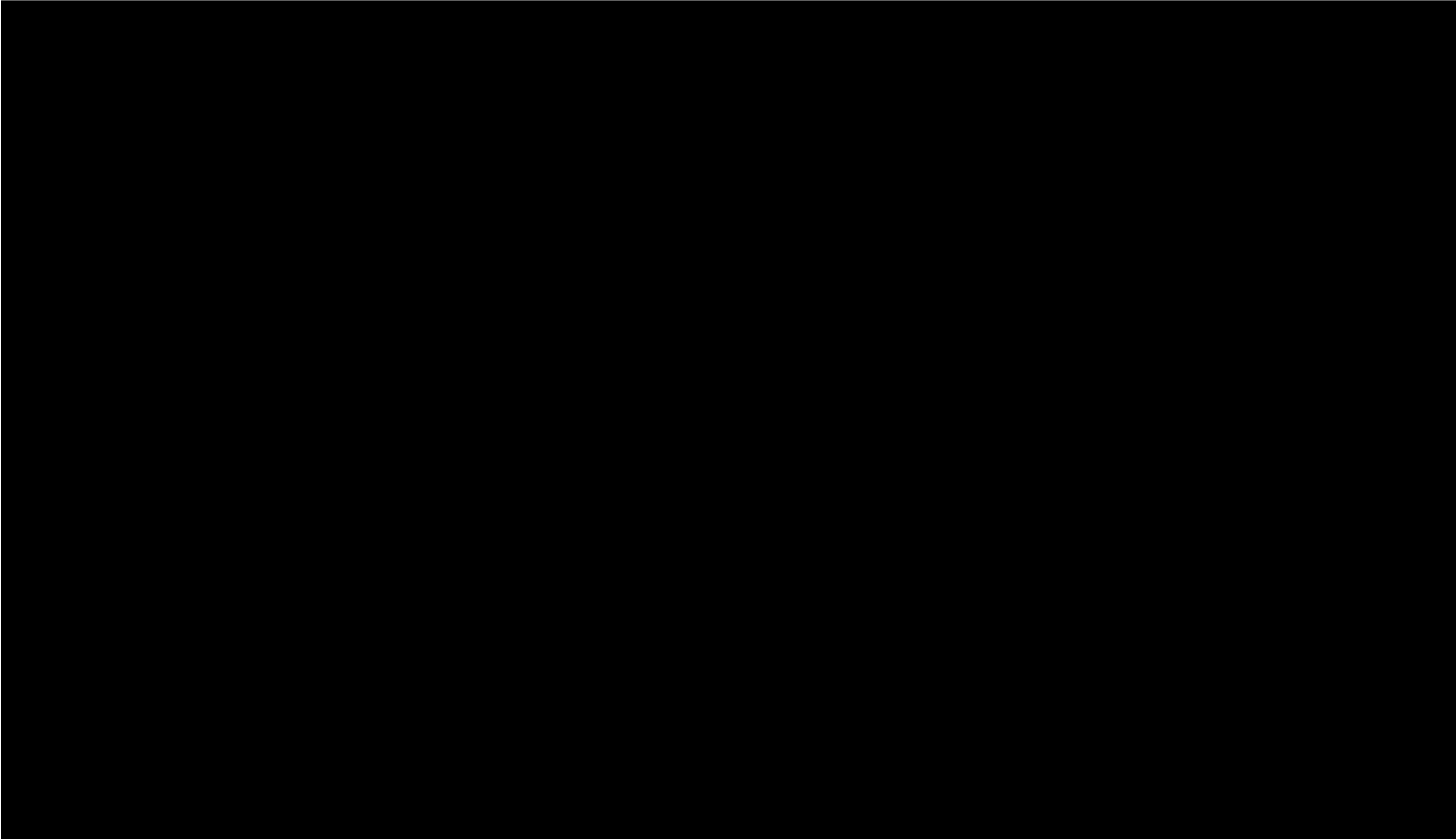


EXHIBIT F

Rights Package

[See attached.]

