HOST CITY AGREEMENT

between

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

("**FIFA**")

and

CANADIAN SOCCER ASSOCIATION (CSA)
237 Metcalfe Street
Ottawa, ON K2P 1R2

("**Association**")

and

[*Insert Name & Address of City Authority*]

(the "**Host City**")

regarding participation in hosting the
final competition of the

FIFA U-20 Women's World Cup 2014
and
FIFA Women's World Cup 2015

(the "**Competition**")

SECTION 1

INTRODUCTION & DEFINITIONS

A 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;

B FIFA is the creator of the Competition, and has ultimate authority over the manner in which all FIFA competitions are staged and organised;

C FIFA has appointed the Association as the member association with the responsibility to stage and host the Competition in the Host Country;

D The Host City has agreed to be a candidate city for selection by the Association and FIFA as one of the cities in which Matches will be staged; and

E Following the selection of the Host City, the Host City shall assume certain obligations with regard to the Competition on the terms and conditions contained in this Agreement.

Now THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1 In this Host City Agreement (the "**Agreement**"), capitalised terms shall have the following meanings unless the context otherwise specifically indicates:

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

"**Ancillary Event**" means any event which is officially organised, sanctioned and/or supported by FIFA or (at FIFA's discretion) the Association, and which is designed to promote, celebrate, enhance or facilitate the staging of the Competition. Ancillary Events expressly include the opening ceremony, the award ceremony, the closing ceremony, cultural events, and "launch" events (such as the official launch of a Competition Logo).

"**Branded Licensee**" means any entity, not being a FIFA Partner or National Supporter, to which FIFA grants the right to place any of the Competition Marks either (i) on products (and related product packaging and product advertising materials), or (ii) in connection with the provision of services (and related advertising materials), which also prominently bear or feature the corporate identification or trademark of such entity.

"**Commercial Affiliate**" means any FIFA Partner, National Supporter or Branded Licensee.

"**Commercial Display Area**" means an area for the purposes of setting up the Commercial Affiliates' dedicated display area.

"**Competition Logo**" means any logo, emblem or device developed and/or selected by FIFA as the visual design symbol representing the Competition.

"**Competition Mark**" means, individually or collectively as the case may be, (i) any Competition Logo, (ii) any Competition Mascot, (iii) two dimensional representations of the Competition trophy (expressly excluding three dimensional copies thereof), and/or (iv) any official name of the Competition (in any language).

"**Competition Mascot**" means the official mascot (if any) of the Competition.

"**Composite Logo**" means a mark featuring the Competition Logo and a Host City logo conforming with FIFA's requirements and approved by FIFA.

"**Exclusion Zone**" means any area specified by FIFA which surrounds and/or is adjacent to an outer stadium perimeter fence, in which certain commercial activities by entities (other than activities conducted by Commercial Affiliates, Broadcasters, Licensees and other FIFA-approved entities) are prohibited on Match days.

"**FIFA Brand Mark**" means the mark and approved derivations thereof, or any other marks used to indicate the "FIFA Brand" programme, but excluding (i) any FIFA technical quality certification, (ii) FIFA corporate marks, and (iii) medical programme indicators;

"**FIFA Partner**" means any entity to which FIFA grants the most comprehensive package of global sponsorship rights and the highest level of commercial association with FIFA and the Competition.

"**Official Draw**" means the draw ceremony by which the teams participating in the Competition are drawn into competition groups.

"**Host City Events**" means any organisational, cultural and/or social functions organised by (as the case may be) the Association, the Host City or a third party on behalf of the Host City in connection with the Competition.

"**Host Country**" means the territory for which the Association is responsible for the administration of association football.

"**Licensee**" means any entity, not otherwise a Commercial Affiliate, to which FIFA or its nominee grants the right to use any Competition Mark on items of merchandise.

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

"**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.

"**Media Rights**" means the right, throughout the universe, and in all languages, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter invented), any aspect or element of the Competition and Ancillary Events on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. For the avoidance of doubt, the right to broadcast and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of

any Match constitute Media Rights. The Media Rights include the right to record, create and exploit the official films of the Competition and/or similar audiovisual products and programming, and shall include fixed media rights, public exhibition rights and in-flight rights.

"**National Supporter**" means any entity whose principal place of business and principal operations are situated in the Host Country and which is granted a "second tier" package of sponsorship rights in relation to the Competition, such rights to be exercisable only in the Host Country. The packages of rights granted to National Supporters will be less comprehensive than the packages of rights granted to the FIFA Partners.

"**Premium**" means any item of merchandise which (i) bears the Composite Logo; (ii) is given away free of charge in such quantities as may be approved by FIFA, for the direct purposes of advertising or promoting the Host City and its role in relation to the Competition; and (iii) is approved in writing by FIFA prior to its distribution by the Host City;

"**Stadium**" means the Host City stadium(s) which host any Match, including all areas around the Stadium, such areas being delimited by the points of entry beyond which no persons without appropriate accreditation and/or Match tickets are entitled to pass;

"**Term**" means the period commencing upon execution of this Agreement by the Parties and concluding three (3) months after the final Match of the Competition.

1.2 References to Clauses are, unless otherwise stated, references to clauses of this Agreement.

1.3 Words importing the singular include the plural and vice versa. References to entities or "person" or "party" include individuals and incorporated and unincorporated bodies and associations.

1.4 References to "include" or "in particular" (or similar) are to be construed as being inclusive and without limitation.

1.5 Headings are for convenience only and do not affect the interpretation of this Agreement.

1.6 References to "days" means calendar days unless otherwise specified. References to "business days" means any days on which banks are open for business in both Zurich, Switzerland and the Host Country.

SECTION 2
APPOINTMENT OF THE HOST CITY

2. APPOINTMENT

2.1 Selection Process: By entering into this Agreement, the Host City agrees that it shall take part in the process whereby FIFA and the Association shall select host cities for the Competition, and that should FIFA and the Association appoint the Host City as a host city of the Competition, the Host City shall accept such appointment.

2.2 Opportunities: Upon the Host City's appointment as a host city of the Competition, FIFA shall afford to the Host City, for the Term, in accordance with the terms and conditions herein, the opportunities set out in Section 3 and elsewhere in this Agreement.

2.3 Reservation of Rights: All rights and opportunities not expressly granted to Host City under this Agreement are reserved by FIFA and/or the Association (as applicable).

3. CO-OPERATION AND COMMUNICATION

3.1 Co-operation: The Host City acknowledges that the obligations set out herein are in accordance with the requirements of FIFA imposed on the Association. The Host City undertakes to execute all such obligations and/or otherwise co-operate and co-ordinate its activities with all parties (including but not limited to the Association) who shall assist the Host City in meeting its obligations. To the extent necessary, the Host City shall execute such further agreements as may be necessary to ensure the successful hosting of the Competition with any third parties as aforesaid.

3.2 Communication with FIFA: The Host City shall communicate directly with FIFA in relation to all matters relating to this Agreement, unless directed by FIFA otherwise.

4. EVOLUTION OF THIS AGREEMENT AND GUIDELINES

4.1 The Association and the Host City recognise that while the contents of the guidelines and other directions which are contained in this Agreement represent the current position of FIFA on such matters, FIFA's requirements may evolve or change, whether or not for reasons which may be beyond the control of the Parties. The Association and the Host City hereby accept that FIFA is, therefore, entitled to amend, delete or supplement the terms of any guidelines and other directions contained herein and to add FIFA requirements at any time at its sole discretion. The Association and the Host City shall adapt to, and comply with, any such amendments, deletions, supplementations and additions. Should, however, any such amendment, deletion, supplementation or addition result in a material adverse effect on the financial situation of the Association and the Host City, the Association and the Host City shall within thirty (30) days of receipt of the respective FIFA guidelines and other directions notify FIFA in writing demonstrating such material adverse effect. FIFA and the Association shall then jointly and in good faith address such material adverse effect and discuss potential solutions satisfactory to the Parties.

SECTION 3

HOST CITY OPPORTUNITIES

5. HOST CITY DISPLAY AREA

5.1 Display Areas: Provided sufficient space is available after taking into account space set aside for the Commercial Affiliates, FIFA shall afford to the Host City the opportunity to receive:

(a) one (1) 25 to 50m2 area (the exact size will depend on the space available as defined by FIFA), located within the Stadium (or within the Exclusion Zone, if sufficient space is not found within the Stadium); and

(b) an area (not larger than the space granted to Commercial Affiliates) located at the Official Draw venue (the size of such area to be determined once the venue for the Official Draw has been chosen);

for the purposes of the promotion of the Host City.

5.2 Guidelines: The Host City shall comply with the "Host City Commercial Display Guidelines" to be issued by FIFA.

6. OFFICIAL FIFA WEBSITE

6.1 FIFA.com: The official Competition website operated by FIFA (currently FIFA.com) (the "**Website**") shall be the only official Competition website, shall be owned and operated by FIFA and shall feature a "Destination [Host Country]" section. The Host City shall cooperate with FIFA in the creation of the "Destination [Host Country]" section of the Website, for example, by providing information and copyright free material to promote Host City facilities and attractions free of charge.

6.2 Host City Website: The Host City shall be entitled to promote its association with the Competition on its own Host City website, by creating a section dedicated to the Competition, subject to the conditions set out below:

(a) The Host City shall not be entitled to make any commercial identifications in the Competition section of the Host City website;

(b) The Competition section of the Host City website shall be made available under a URL selected in accordance with the FIFA Website Guidelines, to be issued by FIFA;

(c) All references to the Website in the Competition section of the Host City website shall be in accordance with the FIFA Website Guidelines;

(d) The official logo of the Website shall be featured on each and every page of the Competition section of the Host City website in accordance with the FIFA Website Guidelines;

(e) The Host City shall integrate a link to the Competition section of the Website in the Competition section of the Host City website in accordance with the FIFA Website Guidelines; and

(f) The Host City shall not provide any Competition/football coverage in the Competition section of its website (other than syndicated content from the Website).

6.3 Link: The Website shall, at a time to be decided by FIFA, include the link to the official Host City website on relevant pages of "Destination [Host Country]" in accordance with the FIFA Website Guidelines.

7. PREMIUMS

The Host City shall have the opportunity to distribute Premiums in reasonably small quantities (not exceeding one thousand pieces per item) and on a no charge basis, subject to and in accordance with the "Premium Guidelines" set forth in Schedule 1. For the avoidance of doubt, Premiums shall not be distributed via retail stores, e-commerce, m-commerce, T.V. shopping, mail order, or any other similar or successive retail format or distribution channel without the prior written consent of FIFA, which may be withheld at its sole discretion.

8. USE OF THE COMPETITION MARKS

8.1 Creation of Composite Logo: The Host City shall have the opportunity to create its own Composite Logo, the form of such Composite Logo to be subject to specific graphic guidelines to be provided by FIFA at a later date, and to FIFA's approval. The Host City shall be entitled to use the Composite Logo to promote its role in hosting the Competition.

8.2 Use of Composite Logo: The Host City shall be entitled to use the Composite Logo on Premiums and on Advertising Material (as defined in below). The Host City acknowledges that each and every use of the Composite Logo requires FIFA's prior written approval.

8.3 Use of Competition Marks: The Host City shall be entitled to use the Competition Marks in the Host City Decoration Programme (as defined in below). The Host City acknowledges that each and every use of the Competition Marks in requires FIFA's prior written approval. For the avoidance of doubt, the Host City shall not be entitled to use the Competition Marks for any other purpose.

8.4 Approvals: The Host City agrees to submit to FIFA for such approval representative samples of each proposed use of the Composite Logo, whether on Premiums or in Advertising Material, or of the Competition Marks in connection with the Host City Decoration Programme (as defined below), at least forty (40) days prior to production. FIFA agrees that it shall not unreasonably withhold or delay its approval and, in the absence of disapproval thereof within ten (10) days of receipt of such samples, the Host City may issue a written reminder to FIFA of its request. In the absence of approval of the request by FIFA following a further five (5) days from receipt by FIFA of such written reminder, such proposed use of the Competition Marks or Composite Logo will be deemed disapproved by FIFA.

8.5 Advertising Material: The Host City agrees to submit to FIFA for its prior written approval representative samples of the advertising, promotional or other display material to be used by the Host City in connection with the Composite Logo to promote its role in relation to the Competition, (the "**Advertising Material**") at least forty (40) days prior to their release. FIFA will not unreasonably withhold or delay its approval and in the absence of disapproval thereof within ten (10) days of receipt of such samples, the Host City may issue a written reminder to FIFA of its request. In the absence of disapproval of the request by FIFA following a further five (5) days from receipt by FIFA of such written reminder, such Advertising Material will be deemed approved by FIFA.

8.6 Ownership of Marks: The Host City acknowledges that FIFA is the owner of the Competition Marks and that all rights and goodwill in and in relation to the Competition Marks will remain vested in FIFA both during and after the Term of this Agreement. The Host City agrees not to challenge FIFA's ownership of the Competition Marks. Any and all goodwill arising from the use by the Host City of the Competition Marks will inure to the benefit of FIFA.

8.7 No Claim: The Host City acknowledges that it does not, by virtue of this Agreement, obtain, or become entitled to claim, any right, title or interest in or to the Competition Marks except the rights of use

specifically granted under this Agreement. The Host City will not grant, or purport to grant, any right or licence to use the Competition Marks or the Composite Logo to any third party.

8.8 Notices: Any use of the Competition Marks or of the Composite Logo by the Host City shall include the appropriate copyright notices and/or trade mark legend(s), as instructed by FIFA in writing.

8.9 No Competing Marks: Except as expressly outlined in this Agreement, the Host City shall not adopt, create, or begin to use:

(a) any registered or unregistered trademarks owned or used by FIFA, (in any language); or

(b) any term which is confusingly similar to, is an imitation of, or is a derivation of, or which unfairly competes with, such trademarks. In particular, the Host City undertakes to refrain from the development, use or registration of, any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, any FIFA competition, or the Association, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" (or any other term used in any language to identify the FIFA World Cup or any other FIFA competition), or the development, use or registration of any dates in connection with the name of the host country, venue or host city of any FIFA competition, terms such as "Host City [year]", or any similar indicia or derivation of such terms or dates in any language.

8.10 No Opposition: The Host City hereby undertakes not to oppose any of the trade mark or copyright applications filed by FIFA or its affiliates, nominees or licensees in respect of the Competition Marks or FIFA Brand Marks. The Host City will not in any way challenge, or apply for any copyright, trade mark, or patent protection, or domain name registration (whether in respect of, or in relation to, the Competition Marks or FIFA Brand Marks or otherwise) which would adversely affect, the relevant owner's proprietary interests in the Competition Marks or FIFA Brand Marks, or assist any other person to do so.

8.11 No Third Party Association: The Host City shall not have any trade name, logo or any other mark denoting or identifying any third party or any third party's product or service affixed to any Advertising Material or Premiums (except as may be required by applicable regulations, in which case the size of such identification shall not exceed what is strictly necessary to comply with such applicable regulations).

8.12 Education: The Host City undertakes and agrees to ensure that any and all members of its staff who are involved in the use or proposed use of any Composite Logo on Advertising Material and/or Premiums or of Competition Marks in relation to the Host City Decoration Programme (as defined below) are made aware of the fact that it is imperative that Host City obtains FIFA's prior written approval of the use of any Composite Logo on Advertising Material and/or Premiums or of Competition Marks in relation to the Host City Decoration Programme.

8.13 Further Assistance: The Host City will provide FIFA, at FIFA's cost, with any assistance FIFA may reasonably request (including executing documents) for the purpose of protecting the Competition Marks and any Composite Logo.

8.14 Guidelines: The Host City agrees to comply with the relevant FIFA guidelines concerning the use by the Host City of the Competition Marks and the Composite Logo on and in relation to any internet website or mobile information service.

8.15 No Use of Bid Marks: The Host City agrees not to use any marks or logos used by the Association in its bid campaign.

9. PUBLIC VIEWING EVENTS

In the event that FIFA wishes public viewing events (being events authorised by FIFA at which moving image coverage of Matches may be viewed by the public on giant screens) to be conducted in the Host City in relation to the Competition, the Host City may organise such public viewing events subject to the Host City Event Guidelines described below. The costs relating to the infrastructure, management and operation of the public viewing events shall be borne by the Host City. The Host City shall further ensure that it has adopted the necessary security measures for any public viewing event.

10. HOST CITY DECORATION PROGRAMME

10.1 Development of Programme: FIFA and/or the Association may develop a comprehensive programme whereby key locations throughout the Host City (including the official protocol routes from and to the stadium, the airport, the main train station and the official FIFA hotels) shall feature decorations incorporating, without limitation, the Competition Marks, the Composite Logo and/or identification of Commercial Affiliates (the "**Host City Decoration Programme**") celebrating the Host City's association with the Competition.

The Host City shall assist FIFA and/or the LOC in developing the Host City Decoration Programme.

10.2 Schedule and Implementation: The Host City Decoration Programme shall be implemented by the Host City in concert with the LOC pursuant to a schedule to be determined by FIFA.

The Host City shall make available (or ensure the availability of), free of charge, the necessary spaces within the Host City (such as lampposts, banners, billboards, building facades, bridges and public transportation means) for the implementation of the Host City Decoration Programme.

10.3 Space Plan: The Host City will submit a formal plan outlining the spaces to be made available for the Host City Decoration Programme for FIFA's review and approval at a time to be determined by FIFA.

10.4 Design: FIFA and the Association shall be solely responsible for the design of the material implementing the Host City Decoration Programme, which may feature the Competition Marks, the Composite Logo and/or identification of Commercial Affiliates.

10.5 Installation, Maintenance and Removal: The Host City shall be solely responsible for the installation, maintenance and removal of the material implementing the Host City Decoration Programme as well as all permits, taxes and costs relating to such implementation.

11. HOST CITY EVENTS

11.1 Programme: The Host City is encouraged to develop a programme of Host City Events for the period leading up to and during the Competition. At the Association's request, the Host City shall provide assistance to the Association in the organisation and execution of any Association events to be staged by the Association in the city. Where the Host City provides such assistance or organises a programme of events, the Host City shall ensure that no commercial rights are granted to third parties other than to the FIFA Commercial Affiliates.

11.2 Host City Event Guidelines: FIFA may provide the Association and the Host City with the "FIFA Host City Event Guidelines", and which will contain relevant sponsorship, catering, marketing, merchandising and organisational rules for the staging of the Host City Events.

11.3 Prior Approval: Unless otherwise specified in this Agreement, all Host City Events require FIFA's prior approval.

12. PUBLIC RELATIONS

12.1 Promotion of the Competition: The Host City has the opportunity and the obligation to promote the Competition in accordance with FIFA's public relations strategy and plan for the Competition.

12.2 PR Plan: By no later than one (1) year prior to the opening Match, the Host City shall submit to the Association and FIFA for their approval a public relations plan for the Competition.

12.3 No Third Party Involvement: Third parties other than the Commercial Affiliates may not be involved in such promotional activities.

12.4 Prior Approval: The Host City shall ensure that it obtains FIFA's prior written approval before making any public announcement regarding FIFA and/or the Competition. The Host City will consult FIFA and the Association before issuing any press releases or making any public announcements with respect to the execution and fulfilment of the Agreement and shall not issue any such press releases or make any such public announcements without FIFA's and the Association's prior written approval.

12.5 Commercial Affiliate Recognition: The Host City shall ensure that the Commercial Affiliates are given appropriate recognition at Competition-related events, and in all Competition-related documentation produced by the Host City, including the use of the FIFA-approved Commercial Affiliate logo strip in its communications.

SECTION 4

HOST CITY OBLIGATIONS

13. ASSOCIATION OFFICE FACILITIES

13.1 Association Facilities: The Host City shall provide the Association, free of charge, with reasonable office space together with, upon request, office equipment (including, without limitation, telephone lines, internet connectivity and communications equipment) as may be necessary for the performance and exercise of its rights and duties in relation to the Competition within the Host City. The Association shall notify the Host City of its space and location and timing requirements prior to the selection of the relevant office space.

13.2 Use of Commercial Affiliates Products: To the extent that office equipment (including food and beverage dispensing equipment) to be supplied by the Host City to the Association, upon FIFA's request, falls within the product category of any of the Commercial Affiliates, the Host City shall use reasonable efforts to procure all such products from the relevant Commercial Affiliates.

13.3 Utilities: The Association will be responsible for the costs relating to the consumption of electricity and telephone/communications connections.

14. STADIUMS AND TRAINING GROUNDS

14.1 Assistance: The Host City shall co-operate fully with, and assist, FIFA and the Association in their selection of (i) the Stadiums to be used in the Host City for the Competition, and (ii) the official training grounds to be located in the Host City, to be used for participating teams' training for the duration of the Competition. The Host City shall respect the selection of, and contracts relating to, the appointment of Stadium and training grounds in the Host City. The Host City further undertakes to co-operate fully with, and assist, the Association in the provision of all infrastructure requirements to the Stadia and within the Host City in order to facilitate the use and operation of the Stadia and any training grounds for the Competition. The Host City shall co-operate with the Association and/or the relevant Stadium authorities to ensure that (i) Stadiums and official training grounds (in particular, the Stadium bowl or pitch area which can be seen by Commercial Affiliates, media and delegation members) are free and clear of any and all advertising, marketing, promotion, merchandising, brand identification and commercial identification that is not authorised by FIFA, and free and clear of any third party right to conduct any commercial activity in the Stadiums and/or official training grounds (such as concessionaire operations, hospitality operations or other service operations) that is not granted by FIFA, no less than ten (10) days prior to the day of the first Match or Ancillary Event taking place in the Stadium and/or the official training grounds and that (ii) the Stadiums and the official training grounds shall remain in this state until twenty four (24) hours after the day it is last required by FIFA or the Association in connection with the Competition.

14.2 Stadium Names: The Host City agrees not to refer, during the Term of this Agreement, to any Stadium selected to host any Match, or to any selected training grounds, by any name which includes the name and/or logo of any third party, unless otherwise approved by FIFA. All Competition related communications issued by the Host City shall refer to the Stadium or to the training ground by its official Competition-specific designation, as notified to it by FIFA.

15. REPORTING

On 1 March and on 1 September in each calendar year during the Term (or more frequently if requested), the Host City shall submit to the Association written progress reports describing the complete status of its plans and activities relating to this Agreement. In addition, the Host City shall

immediately inform the Association of any difficulties in connection with complying with its obligations under this Agreement.

16. SAFETY AND SECURITY

The Host City undertakes to adopt all measures, including passing the necessary municipal ordinances and by-laws, to fully implement the safety and security arrangements relating to the Competition, and to provide any assistance requested of it by the relevant authorities.

17. TRANSPORTATION

17.1 Transportation Management: The Host City shall cooperate fully with the relevant authorities to develop and implement a transportation management plan during the Competition. The Host City undertakes to adopt all measures, including passing the necessary municipal ordinances and by-laws, to fully implement any such transportation and management plan, and to provide any assistance requested of it by FIFA, the Association and/or the relevant authorities. This may include the provision of special traffic access lanes for key Association and FIFA representatives and for the participating teams and officials.

17.2 Road Closure: The Host City shall, upon FIFA and/or the Association's reasonable request, at any time during the period of the Competition, shut down public access to any roads within the Host City.

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

(a) are fully operational on each and every Match day in the Host City; and

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

18. ENVIRONMENTAL PROTECTION

The Host City undertakes to carry out its obligations and activities under this Agreement in a manner which embraces the concept of sustainable development, that complies with applicable environmental legislation and serves to promote the protection of the environment. In particular, the concept of sustainable development shall include concerns for post-Competition use of Stadia and other facilities and infrastructure.

19. COMMERCIAL DISPLAY

Where insufficient space is found inside the Stadium for the Commercial Display Area, the Host City shall provide free of charge an area of at least two thousand five hundred (2500) square meters within the Exclusion Zone as near to the outer perimeter of the Stadium as possible for the purposes of setting up a Commercial Display Area.

20. EXCLUSION ZONE

20.1 No Activities on Match Days: The Host City shall ensure that any entity which usually operates commercial or non-commercial activities within the Exclusion Zone refrains from the operation of the relevant facilities on Match days, unless agreed in advance by FIFA in writing, and that no permits or licences for commercial or non-commercial activities of any kind will be granted by the Host City for use within the Exclusion Zone on Match days, unless approved in advance by FIFA in writing.

20.2 Covering of Advertising: FIFA and the Association shall be authorised, to the extent permitted by applicable laws and regulations, by the Host City to cover any and all commercial signage and advertising in the Exclusion Zone.

21. SUPPORT OF RIGHTS PROTECTION PROGRAMME

21.1 Purpose of Programme: FIFA intends to develop, in collaboration with the Association and the competent national and regional governmental authorities, a strategic rights protection plan for combating Ambush Marketing and other event piracy activities (the "**Rights Protection Programme**").

21.2 Assistance: The Host City shall:

(a) provide FIFA and the Association with all assistance requested to protect the Marketing Rights, Media Rights and all other intellectual property rights relating to the Competition including, without limitation, providing appropriate contacts within the competent authorities needed for the implementation of the Rights Protection Programme's policies and action plans (including in respect of counterfeit merchandise);

(b) regularly inspect the Exclusion Zones, key routes to the Stadiums and major signage in the Host City for the period commencing six (6) months prior to the Competition until the final Match, and report their findings on any identified potential Ambush Marketing activities or detected counterfeit merchandise to FIFA and the Association on a monthly basis;

(c) provide FIFA and the Association with a detailed written summary of local Host City laws, ordinances and any other applicable regulations relating to advertising/promotion activities and street vending no later than six (6) months after the appointment of the Host City;

(d) ensure that an appropriate number of officers from the Host City's police, customs, trading standards and advertising standards departments are made available to FIFA and/or the Association for the benefit of the Rights Protection Programme during the period commencing one (1) week prior to the Competition until the final Match;

(e) assist or promote the assistance to FIFA and the Association in stopping and preventing any unauthorized trading in Match tickets.

21.3 No Association: The Host City shall not grant or purport to grant any right which would imply, directly or indirectly, an association with FIFA and/or the Competition or conflict or infringe upon any of the Marketing Rights or the Media Rights or the rights of the teams participating in the Competition. In particular, the Host City agrees that it shall contractually require each provider of services to the Host City to refrain from making public statements, whether factual or otherwise, and whether or not intended to create an association with the Competition, in relation to the provision of such services. All parties contracting with or providing services to the Host City in connection with the Competition must agree to the following contractual provisions:

"The contracting party agrees that neither it nor its affiliates, agents, representatives, employees, external advisors, suppliers or subcontractors shall publicly disclose or publicise in any manner the nature of its transaction with or services provided to the Host City, including, without limitation:

(i) by referring to the transaction or the services, the Host City, the Association, Fédération Internationale de Football Association ("FIFA") or the Competition, in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials or websites;

(ii) by using or allowing the use of any service mark, trademark, copyright or trade name now or which may hereafter be associated with or owned or licensed by the Host City, the Association, the Competition, or FIFA in connection with any service or product; or

(iii) by otherwise disclosing their affiliation with the Host City or the Competition,

unless an officer of the Host City after having obtained the prior written approval of FIFA and the Association specifically agrees in writing to such disclosure or publication prior to the disclosure or publication".

In the event that any Host City service provider makes any such unauthorised public statements, the Host City shall immediately adopt all measures required of it by FIFA to ensure that such statements are withdrawn and no longer disseminated.

21.4 No Competition-related Commercial Activity: The Host City shall refrain from engaging, directly or indirectly, in any marketing, promotional or other commercial activity (other than expressly permitted under this Agreement), and shall ensure that none of its commercial partners engage, directly or indirectly, in any unauthorised marketing, promotional or other commercial activity in relation to the Competition (or which could be seen as being associated with the Competition).

21.5 Airspace: The Host City shall ensure that the airspace over the Host City during the Competition shall be free and clear of all commercial signage and/or advertising. In particular, the Host City shall co-operate with the Civil Aviation Authority to ensure the implementation of the appropriate regulations and/or ordinances prohibiting any and all airborne forms of advertising or signage

21.6 No Ambush: The Host City shall ensure that it does not grant any permissions or licences to any entity or person wishing to undertake any advertising or promotional campaigns which would constitute Ambush Marketing activities.

21.7 Guidance: The Host City shall appoint and make available to FIFA the full time support of a licensing officer for a period commencing one month prior to the Competition until the conclusion of the Competition. Such licensing officer shall provide FIFA with all relevant advice and guidance with regard to the issuance of licences for commercial, promotional or advertising activities in the Host City.

22. REGULATION OF ENTERTAINMENT

The Host City shall ensure that:

(a) no other substantial sporting event, other than the Competition, is staged in the city for a period starting seven (7) days prior to the commencement of the Competition and ending seven (7) days after the end of the Competition;

(b) it shall devote no greater resources to the promotion of another substantial sporting event staged in the city around the period of the Competition than it does to the promotion of the Competition; and

(c) no other substantial cultural events (such as music concerts) which draw together large numbers of people, other than concerts or FIFA-approved cultural events organised in connection with the Competition shall be organised or staged within a period commencing one (1) day prior to a Match day in the city and ending one (1) day after a Match day in the city.

23. CITY SERVICES

The Host City shall ensure that 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 during a Match, and that appropriate power management systems are in place; and that (i) on-call road and traffic light maintenance, and (ii) Host City cleaning services and staff are operational at all times during a period starting one (1) day before each Match in the Host City, and ending one (1) day after such Match. The Host City shall provide such services, as requested by FIFA, free of charge.

24. CITY BEAUTIFICATION

The Host City shall ensure that it makes best efforts to render the Host City as attractive as possible to the members of the public and visiting football fans, by, for example, and without limitation, obstructing the view to major construction sites which are visible to the public and are close to the Host City's major transport hubs, entertainment areas and the Stadium(s) in the Host City.

25. INSURANCE

The Host City shall secure and maintain all necessary appropriate insurance coverage and shall in this respect especially enter into an appropriate and comprehensive general public liability insurance for personal injuries, as well as property and financial loss damages (with minimum insuring limits for each occurrence of bodily injury, property damage and/or financial losses subject to FIFA's prior written approval). The Host City shall ensure that FIFA, the Association and the persons and entities acting on their behalf are included as an additional insured. Upon request, the Host City shall provide the relevant documentation of this coverage to FIFA.

SECTION 5

GENERAL MATTERS

26 REPRESENTATIONS & WARRANTIES

26.1 Host City Agreements: The Host City represents and warrants that it has not concluded, and will not conclude, any agreement with any entity which would restrict or prohibit the 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.

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

26.3 No Conflict: The Host City hereby represents and warrants that the execution, delivery and performance of this Agreement shall not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Host City is a party or by which it is bound.

26.4 General Representations & Warranties: The Host City represents, warrants and undertakes as follows:

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

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

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

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

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

26.5 Term: This Agreement commences on the date of its execution by the Association and FIFA and will expire on 31 December of the year in which the Competition is held, unless previously terminated in accordance with the provisions of this Agreement.

26.6 Termination: This Agreement shall be automatically terminated with immediate effect if (i) the Host City is not selected as a host city for the Competition, or (ii) the Host City becomes bankrupt or (iii) 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 any party to this Agreement.

FIFA shall have the right to immediately terminate this Agreement and withdraw the Matches from the Stadium:

(i) if the Host City violates any material term of this Agreement;

(ii) in the event of an incident of force majeure, cancellation, postponement, advancing or boycott;

(iii) if the Host City declares insolvency, enters into a composition agreement or ceases to carry out its business operations.

With respect to paragraph (i) above, FIFA shall provide the Host City with thirty (30) days' written notice and the opportunity to cure the violation if the violation occurs more than three (3) months prior to the first Match, or within ten (10) days notice and the opportunity to cure the situation if the violation occurs closer to the first Match. If the situation is not cured to FIFA's reasonable satisfaction within such cure period, FIFA shall have right to immediately terminate this Agreement.

In the event that (a) the Host City does not fully perform certain obligations under this Agreement which are considered by FIFA as not material and (b) the Host City has not remedied the situation within a reasonable cure period, FIFA and the Association can decide, at their discretion, without prejudice to their rights and claims against the Host City under this Agreement, and without relieving the Host City from fulfilling such obligations, to perform or have performed certain obligations of the Host City under this Agreement at the expense of the Host City.

In the case of an early termination (for whatever reason) of this Agreement by FIFA or an automatic early termination (for whatever reason), the Host City shall:

(i) not have any claims or rights to damages against FIFA or the Association, and the Host City expressly waives all such rights;

(ii) indemnify FIFA, the Association and other concerned parties as outlined below;

(iii) compensate FIFA for any further damage it may incur as a result of an early termination of this Agreement.

In the case of termination (for whatever reason) or expiration of this Agreement all rights granted to the Host City shall immediately cease and, where applicable, fully revert to FIFA at no cost to FIFA.

26.7 Force Majeure / Cancellation / Postponement: In case of force majeure, cancellation, postponement or boycott the following shall apply:

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

In the event of a cancellation of the Competition by FIFA (the Competition thus being annulled without any replacement), FIFA has the right to terminate this Agreement.

In the event of a postponement or advancing of the Competition or any Ancillary Event, the obligations of the parties shall not terminate, provided that FIFA does not exercise its termination right outlined above. The Host City shall not receive any compensation and shall not assert any other claims or rights to damages against FIFA or the Association.

26.8 No Partnership: Neither this Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between FIFA, the Association and the Host City. The Host City shall not act or purport to act as a partner or agency of FIFA or the Association. This

Agreement shall not be deemed to give the Host City general authority or power to act on behalf of FIFA or the Association except to the extent expressly provided in this Agreement. The parties are in all respects independent contractors, and have separate financial interests under this Agreement.

26.9 Notices: All notices to be given under this Agreement shall be given in writing at the addresses set out on the cover of this Agreement, unless notification of a change of address is given in writing. Any notice will be sent by registered or certified mail and will be effective upon receipt.

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

26.11 No Waiver: Any waiver by either party of a right arising out of this Agreement or any breach of this Agreement will not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this 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 Agreement.

26.12 Confidentiality: The parties acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this 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);

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

(iv) disclosure is made to the Host City's, the 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.

The parties shall further agree upon the timing, form and content of any public announcement in relation to this Agreement.

26.13 Entire Agreement: This Agreement is intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties.

26.14 Governing Law: This 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.

26.15 Arbitration: All disputes in connection with this 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.

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

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

26.18 Indemnification: The Host City hereby waives any and all claims of liability against the Association, FIFA and their officers, directors, members, agents or employees, for any loss or damage to the city whether or not such loss or damage may have been caused by or resulted from the negligence of the Association, FIFA, their officers, directors, members, agents or employees to the extent such loss or damage is within the classification of perils covered by the type of property insurance the Host City is required to maintain pursuant to this Agreement. The Host City further indemnifies and holds harmless FIFA, the Association and the Commercial Affiliates, the Broadcasters, the Host Broadcaster and their respective officers, directors, members, employees, external advisors and agents from any and all obligations or liabilities, including, without limitation, any and all claims, losses, damage, injuries, liabilities, objections, demands, recoveries, deficiencies, costs and expenses which they may suffer or incur arising out of or in any way connected with this Agreement, or any acts or omissions of the Host City hereunder. The obligations of the Host City set forth in this Clause survive the termination of this Agreement.

26.19 Limitation of Liability: The Association and FIFA, their officers, agents, employees, licensees or sub-contractors shall not be liable to the Host City for the death, personal injury or damages related to the Competition save in the event that such death, personal injury or damages is caused by a grossly negligent or wilful act or omission on the part of the Association or FIFA (as applicable). Neither the Association, nor FIFA, nor any of their officers, agents, employees, licences or contractual partner shall be liable to the Host City for any damages should a Match scheduled to take place at the Stadium not take place at the Stadium or otherwise not take place as scheduled.

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

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

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

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

ASSOCIATION

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

HOST CITY

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

SCHEDULE 1

PREMIUMS GUIDELINES

1 Request Form

Before any Premium is manufactured or distributed by or on behalf of the Host City, the Host City shall submit to FIFA (or FIFA's nominee) for FIFA's prior written approval, a Premium "Request Form" in a form to be provided to the Host City by FIFA. Such Premium Request Form shall be accompanied by the Host City's preliminary artwork for the proposed Premium and one pre-production sample of such Premium (or a photographic representation adequately depicting such proposed Premium). FIFA reserves the right to disapprove the use by the Host City of any item as a Premium.

2 Sourcing Rules

2.1 Subject to the provisions of these Guidelines, the Host City may source Premiums from:

(i) any entity designated by FIFA as a "Preferred Premium Supplier";
(ii) any Commercial Affiliate;
(iii) any Licensee; and/or
(iv) any third party.

2.2 In order to provide the Host City with an integrated service in relation to the sourcing, approval and use of Premiums, FIFA may appoint a "Preferred Premium Supplier".

2.3 If the Host City wishes to use an item as a Premium in respect of the Competition and such item falls within the product category of a Commercial Affiliate which has been granted rights in relation to such Competition, then such Premium must be sourced from such Commercial Affiliate to the exclusion of any other supplier and must, if requested by the relevant Commercial Affiliate, bear incidental manufacturer's identification. Notwithstanding the above, in the event that the Host City wishes to use an item of sports apparel or football equipment as a Premium, such item may be sourced from an entity other than a Commercial Affiliate, but must otherwise be sourced in accordance with the provisions of these Guidelines.

2.4 If the Host City wishes to use an item as a Premium in respect of the Competition and such item is also an item in respect of which a Licensee has been granted the right to use any Competition Mark in relation to the Competition, then such Premium may be sourced from such Licensee.

2.5 If the Host City prefers to use another Premium supplier other than a Commercial Affiliate, a Licensee or the Preferred Premium Supplier, then the Host City may, subject to FIFA's prior written approval, not to be unreasonably withheld, source such Premium from a supplier of the Host City's choice (hereafter "**Approved Supplier**"), subject to the provisions of these Guidelines.

2.6 In the event that the Host City orders a Premium from an Approved Supplier, the Host City may, at FIFA's discretion, be required to pay FIFA a royalty of 17% on the price paid by the Host City to the Approved Supplier on every unit ordered.

2.7 Notwithstanding anything contained herein and with a view to discouraging and ultimately eradicating the use of child and prison labour, any Premium in the form of a soccer ball (irrespective of size or quality) may only be sourced from the Preferred Premium Supplier, a Commercial Affiliate, a Licensee or a FIFA technical specifications programme Licensee, the reason being that such entities will, as a condition of their appointment, have been contractually required to adhere to the Model Code of Conduct adopted by the World Federation of the Sporting Goods Industry and the projects to eliminate child labour from the soccer ball industry known as the Sialkot Project and the Jalandhar Project.

3 Premium Manufacturing Agreement

The Host City acknowledges and agrees that prior to the manufacture of a Premium by an Approved Supplier, the Approved Supplier must sign FIFA's standard Premium Manufacturing Agreement (in the form to be provided by FIFA to the Host City).

4 Royalties Payable

Any royalties required to be paid by the Host City to FIFA pursuant to Paragraph 2.6 above shall be paid by the Host City within thirty (30) days of the end of each quarter during which the Host City has purchased Premiums from an Approved Supplier to the bank account as notified to the Host City. Together with the payment, the Host City shall submit to FIFA or its nominee a statement indicating, inter alia, the nature, quantities and the purchase price of the Premiums concerned.

5 General Conditions

5.1 Any Premiums distributed by the Host City shall be of a quality approved by FIFA in its sole discretion and must be of a quality commensurate with the reputation and standing of FIFA. Three samples of each Premium shall be submitted to FIFA.

5.2 Approved Suppliers shall not be entitled to any visible brand or corporate identification on any Premium, save as required by applicable laws.

5.3 Notwithstanding any other provision of these Guidelines, the Host City is entitled to sell (at subsidised prices) or give away Premiums to its employees irrespective of whether such activity is connected with the advertising or promoting the Host City and its role in relation to the Competition.

5.4 The Host City shall use its best efforts not to sell or otherwise distribute Premiums to any third party which the Host City knows, or ought reasonably to know, intends to use such Premiums in connection with the promotion or distribution of any products or services other than the advertising or promoting the Host City and its role in relation to the Competition.

5.5 The Host City shall not be entitled to use Competition-related publications as a Premium. FIFA shall notify the Host City in the event that there are other items which may not be used by Host City as a Premium.

5.6 The Host City acknowledges and agrees that no Premiums or any other items of merchandise may be sampled or distributed at, or at strategic points of access to, the Stadiums, unless otherwise expressly agreed by FIFA.

5.7 The Host City acknowledges and agrees to comply with any further FIFA's guidelines for the Competition relating to the use or distribution of Premiums at or near any Stadium.

5.8 If the Host City wishes to sell any Premiums at subsidised prices, the Host City shall seek FIFA's prior written consent before the sale of such Premiums, and shall provide FIFA with all relevant details concerning the proposed prices, products, distribution channels and territories of distribution.