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STADIUM AGREEMENT

between

UNITED STATES SOCCER FEDERATION, INC. (USSF)
1801 South Prairie Avenue
Chicago, Illinois 60616
United States of America

(**"Member Association"**)

on the one side

and

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
4949 Marie P. DeBartolo Way
Santa Clara, California 95054
United States of America

(**"Stadium Authority"**)

on the other side

regarding participation in hosting and staging the

2026 FIFA World Cup

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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.

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(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;

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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.

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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,

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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.

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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;

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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

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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;

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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

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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.

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(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;

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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. SELECTION OF STADIUM

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 stadiums, including the Stadium. The Stadium Authority agrees and acknowledges that FIFA has the authority to determine the total number of 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 stadiums proposed by the Member Association as part of the Bid, FIFA will determine and oversee the selection process for the stadiums. The selection of the stadiums 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 host cities.

(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 stadium. It is envisaged that this stadium selection tour will be conducted together with the host city selection tour.

The Stadium 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 the Stadium, the provision of maps as well as the attendance of inspection tours, further workshops and meetings by key personnel and representatives of the Stadium Authority.

(iv) The Stadium Authority agrees and acknowledges that FIFA, upon consultation of the Member Association, will make the final decision regarding the stadium selection according to the selection process and timelines as defined by FIFA.

(v) By entering into this Stadium Agreement, the Stadium Authority agrees to take part in the selection process as conducted by FIFA for the selection of the stadiums for the Competition by FIFA.

(vi) The Stadium Authority agrees and acknowledges that it will not be selected for the Competition if it has not duly executed and initialled this Stadium Agreement during the Bidding Process without any deviation in any way from the template agreement provided by FIFA.

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4.2 Selection Criteria

The Stadium Authority agrees and acknowledges that the selection of the stadiums by FIFA will, in particular, be based on the following selection criteria:

(i) the characteristics of a proposed stadium, including its capacity, location, transport connection from and to the city centre of a candidate host city, available stadium facilities, such as facilities inside and outside of a stadium building, parking facilities, space for temporary structures and envisaged temporary structures;

(ii) any existing or potential encumbrances, charges, liens, third party rights and any other restrictions which may adversely affect the ownership, control and/or use of a proposed stadium for the Competition, operational and/or financial risks resulting from such restrictions as well as the measures adopted or proposed to be adopted to remedy such restrictions prior to the selection of a stadium;

(iii) the plans for the construction, renovation and preparation of a proposed stadium, including the reflection of (i) how the Member Association and the relevant stadium authorities plan to meet their obligations with regard to sustainability and human rights as described in Clause 12 below in connection with the construction, renovation and preparation of a proposed stadium; (ii) the predicted construction/renovation conclusion date; (iii) how such construction or renovation is envisaged to be financed, describing in particular the level of public funding and any existing third party commitments and financing guarantees for the proposed renovation or construction of a proposed stadium;

(iv) the envisaged long-term/legacy use of a proposed stadium after the conclusion of the Competition, including the plans for the sustainable management of a proposed stadium as well as further sustainability aspects in relation to the use of such stadium;

(v) any expected direct and indirect costs and expenses resulting for FIFA and/or the Member Association from, or in connection with, the use of a candidate stadium for the Competition, including in relation to necessary Stadium Overlay Infrastructure and the Stadium Rental Fee; and

(vi) the selection criteria applying to the appointment of a candidate host city, including the characteristics of the proposed Venue as well as the airports and further transport infrastructure, accommodation infrastructure and proposed training sites available, to be renovated or to be constructed in such candidate host city.

4.3 Selection of Stadiums

(i) At a date to be determined by FIFA, which is expected to be no earlier than 31 December 2020, FIFA will select all stadiums for the Competition in the Host Country.

(ii) In the event that the Stadium will be selected as a stadium for the Competition based on the selection process described in Clause 4.1 above, FIFA will request the

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Member Association to countersign this Stadium Agreement. Such countersignature by the Member Association shall have the legal effect as set out in Clause 2.1 above and constitutes the formal selection of the Stadium as a stadium for the Competition.

(iii) The Stadium 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 Stadium, such neighbouring city must be made a party to, or otherwise fully bound to all relevant terms and conditions of, the Host City Agreement, in such manner and form as requested by FIFA, to ensure that such neighbouring city fully supports the hosting and staging of the Competition in such neighbouring city, and performs all relevant obligations, in full compliance with the terms and conditions of the Host City Agreement.

4.4 **Acceptance of Selection Process and FIFA Decision**

By unilaterally executing this Stadium Agreement, the Stadium 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 stadiums, including the Stadium, 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 stadiums, including the assessment of, and further conclusions in connection with, such other stadiums 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 stadiums to be used for 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,

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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 Stadium for the use for the Competition;

(iv) agrees and acknowledges that there shall be no liability of whatever nature, whether based upon this Stadium 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 Stadium Agreement; and

(v) agrees and acknowledges that this Clause 4.4 shall have surviving effect as set out in Clause 16.2 (ii) and (iii) below.

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

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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

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(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:

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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 [redacted]

6.2.2 Non-Exclusive Use of Stadium

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(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 [redacted]

(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.

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(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

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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

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(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 and7or 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

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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.

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(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

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(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

7.7.1 Seating Capacity

(i) The Stadium shall be an all-seater Stadium. The Stadium Authority agrees and acknowledges that FIFA, in connection with the Competition, requires the

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following minimum net seating capacities (i.e. the capacities after the deduction of [redacted]:

a) [redacted] seats for group Matches (except the Opening Match), the round-of-32 Matches, the round-of-16 Matches, quarter-final Matches and the third place Match;

b) [redacted] seats for the semi-final Matches; and

c) [redacted] seats for the Opening Match and Final Match.

(ii) In accordance with the 2026 FWC Hosting Requirements, a minimum seating capacity and related facilities must be available for disabled people and people with limited mobility in each area of the Stadium.

7.7.2 Hospitality Seating/Box Capacity

(i) The Stadium Authority agrees and acknowledges that FIFA, unless otherwise agreed by FIFA in writing, in connection with the Competition, requires the following percentages of the total number of Stadium seats (i.e. all seats including [redacted] available for the Hospitality Programme:

a) [redacted]

b)

c)

d)

(ii) [redacted]

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.

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(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;

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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.

7.10 Controlled Area

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(i) The Controlled Area is located directly adjacent to the Outer Stadium Perimeter. To ensure the smooth implementation of the organisation of the Matches, the areas within the Controlled Area (such as temporary parking areas used on Match Days, open outdoor spaces, entertainment areas or arenas) shall be included, as far as possible, into the organisation of the Matches as required by FIFA and in accordance with this Clause 7.10.

(ii) In order to fulfil the requirements set out in Clause 7.10 (iii) below, the Stadium Authority shall:

a) ensure that any regulations, any advertisement and other commercial identification located within the Controlled Area and directly or indirectly owned or controlled by the Stadium Authority will be removed or fully covered;

b) not allow any third party to conduct any events or activities (such as for the use of the spaces or buildings for advertisements or other promotional activities) within the Controlled Area and suspend any existing rights or licenses granted to any third party within the Controlled Area for the duration of the Competition, unless approved by FIFA; and

c) support FIFA, the Member Association and the respective Host City Authority in discussing the requirements of Clause 7.10 (ii) a) and b) above with the owners and operators of any buildings and spaces located within the Controlled Area and, to the extent necessary to ensure compliance with these requirements, entering into the respective arrangements with such owners or operators.

(iii) The Stadium Authority agrees and acknowledges that the Controlled Area must comply with the following requirements on Match Days and the day before Match Days in relation to any Stadium used for any Match:

a) the Controlled Area must be free and clear of any Outdoor Media (in accordance with the instructions by FIFA and the Member Association). The removal and coverage of the Outdoor Media may be done temporarily;

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

c) public sales of food, beverages, fan items, souvenirs or similar products taking place in or from any buildings, or at any spaces, located within the Controlled Area must be in accordance with the restrictions defined, and further instructions provided, by FIFA and the Member Association; and

d) the Controlled Area will be subject to strict traffic restrictions in order to ensure regulated and controlled access and circulation only, including the establishment of access permission systems and its enforcement through access permit controls by the relevant public authorities.

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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,

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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.

7.13.2 Access Routes

(i) The Stadium Authority shall support the Member Association and/or FIFA with respect to the Member Association's cooperation with the relevant governmental authorities in the Venue, in particular the Host City Authority, ensuring that there are appropriate and efficient public, private and further Competition-specific transport access routes to and from the Stadium, including road and rail connections, with appropriate traffic control measures in place.

(ii) The Stadium Authority shall support the Member Association and/or FIFA in ensuring the provision of specific drop-off areas and subsequent secure, separate and exclusive access routes to and from as well as inside the Stadium for the Teams, Referees, VIP/VVIPs, Media Representatives, service providers as determined by FIFA, Media Rights Licensee and Commercial Affiliates. The Stadium Authority shall submit to the Member Association and/or FIFA detailed maps/documentation clearly indicating the exclusive circulation routes (including capacities) to and within the Stadium.

(iii) The Stadium Authority agrees and acknowledges that the choice of specialised parking areas must allow a short and unhindered access of the different groups to the Stadium and their areas of activity. The distances of specific parking zones to the reserved Stadium entrances must be in line with the importance of the group in question as defined by FIFA and as set out in detail in the 2026 FWC Hosting Requirements.

7.13.3 Use and Management of Parking Facilities

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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.

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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

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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;

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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.

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(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

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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.

8.5 Stadium Safety and Security

(i) By no later than 30 September 2025 or, in case the Stadium is completed after such date pursuant to Clause 5.3 (ii) above, by such later date as agreed by the Member Association in writing (Stadium Security Certificate Due Date), the Stadium Authority shall provide to the Member Association and/or FIFA a copy of all safety and security certificates issued by the relevant regulatory or governmental authorities on the local, regional and national level for the Stadium.

(ii) The Government and the competent governmental authorities of the Host Country will be responsible for the overall safety and security of the Competition in the Host Country, including the development and implementation of a detailed and comprehensive overall safety and security concept in relation to hosting and staging the Competition. Based on such overall safety and security strategy and concept for the Competition, the Stadium Authority shall support the Member Association to establish and implement an integrated safety and security strategy and concept for the Stadium, including all appropriate procedures within the Stadium to ensure the safety and security of all persons present in the Stadium during the Exclusive Use Period and reflecting applicable local laws and regulations as well as further relevant local specifics.

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

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(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;

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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.

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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.

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(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 **<u>Stadium Names</u>**

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

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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.

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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:

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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

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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.

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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

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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

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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

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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

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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

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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

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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 detailin 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.

14.4 Use of Products and Services of Commercial Affiliates

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14.4.1 General Principle

(i) To the extent permitted under applicable laws, in particular any laws governing the procurement of any products and services, the Stadium Authority shall either source from the Commercial Affiliates, or grant them a right of first negotiation and last refusal to provide, all products and services, used by the Stadium Authority in relation to its obligations under this Stadium Agreement, including security, logistical, insurance and any other services, facilities, equipment, infrastructure and resources.

(ii) No corkage fee or any other charge must be imposed upon the Member Association, FIFA or the Commercial Affiliates for any products and services supplied for, and used by the Stadium Authority, or any third party appointed by the Stadium Authority, in relation to its obligations under this Stadium Agreement.

14.4.2 FIFA Support

The Member Association will closely coordinate with FIFA to facilitate any discussions and negotiation between the Stadium Authority and the respective Commercial Affiliate in relation to the terms and conditions for the provision to the Stadium Authority of products and/or services by the Commercial Affiliates. FIFA may establish a procedure to support and promote the sourcing by the Stadium Authority of products and/or services from the Commercial Affiliates.

14.4.3 Third Party Products and Services

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

(i) any such products and/or services shall not display any branding of such other third party and shall be free and clear from any and all brand identification and advertising. If requested by FIFA, any such products and/or services shall include such branding as determined by FIFA, including Competition-related branding and/or branding of the Commercial Affiliates;

(ii) any such third party shall be prohibited to publicly communicate or promote its supply of any products and/or to provide any services;

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

(iv) it submits to the Member Association and/or FIFA at least ten (10) days prior to entering into an agreement with such party the final draft of the proposed agreement for the purpose of FIFA's prior written approval.

14.4.4 Further Integration of Commercial Affiliates

(i) The Stadium Authority shall to the extent permitted under the applicable laws, in particular any laws and regulation governing the procurement of any products and services, support and assist FIFA with the integration of the Commercial Affiliates

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in relation to the provision of any products and services to third parties in connection with the hosting and staging of the Competition, including the construction, renovation and preparation of the Stadium.

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

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

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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

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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.

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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

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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 [redacted] 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 [redacted] 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 loses 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

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of terrorism.

(ii) In the event that the Stadium Authority elects to secure an insurance policy:

a) [redacted]

b) [redacted]

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 [redacted] 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 [redacted] 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.

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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 [redacted] 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.

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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.

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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.

16.3 Termination

16.3.1 Termination by Member Association

(i) General Principle

With respect to the termination of this Stadium Agreement by the Member Association, the following applies:

a) The Member Association shall not have the right for ordinary termination of this Stadium Agreement.

b) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Stadium Agreement, completely or in part, for important grounds as a result of which the continuation of this Stadium 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) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Stadium Agreement, if the Host City Agreement with the relevant Host City Authority or the Hosting Agreement is terminated for whatever reason.

d) The Stadium Authority agrees and acknowledges that, irrespective of the Member Association's rights under Clause 16.3.1 (i) above, the Member Association shall have the right to terminate this Stadium Agreement on such grounds as set out in, and pursuant to, Clause 16.3.1 (ii) and (iii) below.

e) The Member Association shall not be entitled to terminate this Stadium Agreement without the prior written consent of FIFA to be explicitly notified in writing by FIFA directly to the Stadium Authority. The Stadium Authority

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agrees and acknowledges that a written notice from FIFA only shall be sufficient and shall be considered a written a notice from FIFA and the Member Association.

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

The Member Association shall have the right to terminate this Stadium Agreement, completely or in part, with immediate effect by written notice:

a) if the Stadium Authority declares insolvency or insolvency proceeding are filed at the competent authority in the Host Country;

b) if the Stadium Authority enters into a composition proceeding or ceases to carry out its business operations;

c) if the Stadium 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 Stadium Authority;

d) if the selection of the Stadium is revoked pursuant to Clause 4.5 (ii) above; and/or

e) subject to Clause 16.3.1 (iv) below, if the Stadium Authority materially violates any terms of this Stadium Agreement.

(iii) Termination Right in case of Force Majeure

In case of a force majeure event as described in Clause 16.4 below, the Member Association shall have the right to terminate this Stadium Agreement with immediate effect by written notice, as follows:

a) If such *force majeure* event prevents, or is likely to prevent, the Member Association from complying with any obligation under this Stadium Agreement, the Member Association shall be entitled to partially terminate this Stadium Agreement in connection with such obligation.

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

(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

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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.

16.3.2 Termination by Stadium Authority

(i) General Principle

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

a) The Stadium Authority shall not have the right for ordinary termination of this Stadium Agreement; and

b) the Stadium Authority shall, with written notice, have the right for an extraordinary termination of this Stadium Agreement, completely or on part, with immediate effect for important grounds as a result of which the continuation of this Stadium Agreement can no longer be reasonably expected from the Stadium Authority.

(ii) Consequences of Termination

In case of termination of this Stadium Agreement by the Stadium Authority, irrespective of the termination the Stadium 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.

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

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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 [redacted] of the initially scheduled commencement date for the Competition as determined by FIFA;

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(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) [redacted] 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 [redacted] 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.

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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

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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: United States Soccer Federation, Inc.
1801 South Prairie Avenue
Chicago, Illinois 60616
United States of America

[redacted]

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

[redacted]

Stadium Authority: Forty Niners Stadium Management Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, California 95054
United States of America

[redacted]

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

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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.

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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.

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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.

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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

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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.

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

UNITED STATES SOCCER FEDERATION, INC.

By: ..... By: .....

Name: ..... Name: .....

Title: ..... Title: .....

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: [redacted]

Name: Al Guido

Title: President

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ANNEXE 1

Glossary of Terms
"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.
"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.
"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.
"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.
"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.
"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.
"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.

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"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.
"Airport Agreement" means the agreement to be entered into between the Member Association and the Airport Authority.
"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.
"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.
"Bid" means the formal bid to co-organise the Competition together with FIFA, as submitted to FIFA by the Member Association.
"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.
"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.
"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.
"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.
"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.

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"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.
"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.
"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.
"Competition Design" means the official look and feel as developed by FIFA for the Competition.
"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.
"Competition Period" means the period commencing ten (10) days prior to the Opening Match and concluding five (5) days after the last Match.
"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.
"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: (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);

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(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.

"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.

"Draw" means the Final Draw and the Preliminary Draw.

"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.

"Exclusive Use Period" means the period commencing at least [redacted]

"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.

"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).

"FIFA Congress" means the congress of FIFA in accordance with the FIFA Statutes.

"FIFA Council" means the council of FIFA, which is the highest internal executive body within FIFA.

"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.

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"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.
"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.
"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.
"FIFA Statutes" means FIFA's governing statutes as adopted by the FIFA Congress and amended from time to time.
"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.
"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.
"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.
"Final Match" means the final match of the Competition.
"Government" means the national government of the Host Country.
"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.
"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.
"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.

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"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.
"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: (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 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.
"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.
"Host City Agreement" means the agreement to be entered into between FIFA, the Member Association and the Host City Authority.
"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.
"Host Country" means the country of the Member Association.
"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.

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"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.
"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.
"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.
"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.
"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.
"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.
"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.

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"Match" means any football match in its entirety (including replays, extra-time and penalty shoot-out phases), which takes place as part of the Competition.
"Match Day" means the day on which a Match is scheduled to take place in the Stadium.
"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.
"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.
"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.
"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.
"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.
"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.
"Official Emblem" means the logo or device selected by FIFA for the Competition.
"Official Mascot" means the mascot selected by FIFA for the Competition.
"Official Poster" means any poster selected by FIFA for the Competition, including the Host City Posters.
"Official Slogan" means any slogan selected by FIFA for the Competition, symbolising the overall message and theme in relation to the Competition.

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"Official Trophy" means the FIFA World Cup trophy as selected by FIFA, which is awarded to the winner of the Competition.
"Opening Match" means the opening match of the Competition.
"Outdoor Media" means any kind of outdoor advertising billboards, posters, posts and other media which can be used for promotional purposes.
"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.
"Participating Member Association" means any member association whose Team has qualified to participate in the Competition.
"Pitch Area" means the area which comprises the Field of Play and the adjacent area up to the demarcation of the Stands.
"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.
"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.
"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.
"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.
"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.

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"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.
"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.
"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.
"Stand" means the seating area for spectators within the Stadium, including the VIP Tribune, Media Tribune and Hospitality Boxes.
"Team" means any team representing a Participating Member Association at the Competition.
"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.
"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.
"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.
"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.
"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..

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"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.
"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).
"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.
"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.

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ANNEXE 2

Stadium Information

Name of Stadium:	Levi's Stadium
Stadium Owner:	Santa Clara Stadium Authority 1500 Warburton Ave. Santa Clara, California 95050 United States of America
Stadium Operator:	Forty Niner Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, California 95054 United States of America
Stadium Seating Capacity:	70,939 (includes 3,808 hospitality box capacity)
Stadium Hospitality Box Capacity:	3,808
Name of Municipality in which the Stadium is located:	City of Santa Clara
Stadium Naming Sponsor:	Levi Strauss & Co (Levi's)

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ANNEXE 3

Stadium Rental Fee

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