



UNITAT 01903 - SERVICIO DE DEPORTES		
EXPEDIENT E-01903-2022-000276-00	PROPOSTA NÚM. 2	REQ. FISC. /INF. N
ASSUMPTE Donar compliment a l'acord adoptat per la Junta de Govern Local en sessió de 30 de setembre de 2022, formalitzant la candidatura de la ciutat de València per a la seua designació com a ciutat sede del Campeonato del Món de Futbol FIFA 2030.		
ÒRGAN COMPETENT JUNTA DE GOVERN LOCAL		

Antecedentes

1º Por la Junta de Gobierno Local, en sesión de fecha 29 de septiembre de 2022, se acordó presentar la candidatura de la ciudad de València para su designación como ciudad en la que albergar partidos de la Copa del Mundo de 2030, de fútbol, en el caso en que España y Portugal fueran designadas por la FIFA como la sede del Campeonato del Mundo de Fútbol FIFA 2030, en alguno de los estadios que están ubicados en esta ciudad, mostrando interés en albergar unas semifinales dado el cumplimiento de las condiciones requeridas o, de no ser posible esta opción, albergar al menos unos cuartos de final.

En el mismo acuerdo, se acordó impulsar las actuaciones administrativas necesarias, así como la modificación presupuestaria que correspondiera, para hacer frente a las obligaciones derivadas de la presente candidatura, en caso de ser seleccionada y se facultó, a quien entonces era concejal del Área de Deportes para realizar las actuaciones que resultasen precisas para su ejecución.

2º En el citado acuerdo, el Ayuntamiento de València adquirió, especialmente, una serie de compromisos, a fin de cumplir con todos los requisitos que fijaba la FIFA en cuanto a las condiciones de la Ciudad y la colaboración con el Comité Organizador de la Copa del Mundo para el desarrollo del Campeonato, relativos a uso de suelo público y de infraestructuras de uso público, plazas de aparcamiento, utilización de soportes publicitarios urbanos de titularidad o uso municipal, movilidad, seguridad y salud, protección de propiedad intelectual, etc.

3º El calendario del proceso de licitación publicado en la web de FIFA establecía una fase 2, de preparación de candidaturas, que comenzaría en el cuarto trimestre de 2023 y finalizará en el tercer trimestre de 2024; en la fase 3, se evaluarán las candidaturas, y en la fase 4, se tomarán las decisiones, estando previsto que se adopten en distintos Congresos de la FIFA que tendrán lugar a partir del cuarto trimestre de 2024.

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CAP DE SERVICI - SERV. D'ESPORTS	MARIA CRISTINA MARTINEZ SANCHEZ	23/02/2024	ACCVCA-120	62595916248847917830 319844657689609008
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En estos momentos, y dentro del proceso de licitación de las sedes, se requiere por la FIFA, que se suscriba la adhesión a la declaración y acuerdo de ciudad sede, por las partes que intervienen, la Autoridad anfitriona, el Ayuntamiento, y la Autoridad adicional, la Generalitat, así como de la asociación anfitriona, para poder optar a la candidatura, tal como exigen los requisitos de participación.

4º El Consell ha autorizado a la Vicepresidencia Primera y Conselleria de Cultura y Deporte a suscribir el Acuerdo de adhesión en relación con la acogida, organización y puesta en marcha de la Copa Mundial de la Fédération Internationale de Football Association (FIFA), con objeto de formalizar la candidatura de València como ciudad anfitriona de dicho evento deportivo; dado que el área geográfica de la candidatura excede de la ciudad de València, la Generalitat prestará el apoyo necesario como autoridad adicional para el desarrollo del evento en todo recinto que conforme la sede.

5º Se han aportado al expediente los documentos denominados *Host City Agreement (HCA)*, *Host City Declaration (HCD)*, y *Stadium Agreement*, trasladados desde la Real Federación Española de Fútbol, en inglés. Se aporta una traducción libre al castellano.

A la vista de estos documentos aportados al expediente, y siendo la voluntad y compromiso del Ayuntamiento de València, reflejada en el acuerdo de la Junta de Gobierno Local de 30 de septiembre de 2022, y la moción de la concejala de Deportes de fecha 21 de febrero de 2024, en cumplimiento de aquél mandato, se ha procedido al estudio de estos documentos, si bien con las limitaciones de tiempo para ello, emitiéndose informe, en fecha 21 de febrero de 2024, por parte del Servicio de Deportes y la Secretaría del Área II, con observaciones.

6ª Remitidas las actuaciones a la Asesoría Jurídica Municipal, el Advocat de la ciutat, declina emitir informe al no respetarse los plazos que para ello establecen los arts. 13 y 14 del ROFAJ, y no estar el expediente completo, por requerir informes de otros servicios. No obstante, comparte las observaciones efectuadas en el informe del Servicio de Deportes suscrito con la Secretaría de Área II, añadiendo que se establecen compromisos que exceden de la competencia local (vg: en materia de aeropuertos, cl. 18); que se establecen obligaciones de futuro, pero ya asumidas, con repercusión económica que necesariamente han de ser respetuosas con las normas presupuestarias, de asignación de fondos, y de control del gasto, que exigirán una planificación, una programación temporal y unas previsiones presupuestarias; y, por último, que las obligaciones que asume el Ayuntamiento deben guardar coherencia con las asumidas en el acuerdo de la JGL de 30 de septiembre de 2022.

Concluye indicado que, al tratarse de un Acuerdo de adhesión, con condiciones preestablecidas unilateralmente por la FIFA, que no son el resultado de un acuerdo libre y equilibrado de las partes, sino de la adopción por una de ellas de las cláusulas que ha

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considerado, la autonomía de la voluntad de la Administración, que suscribe el Acuerdo, se halla sujeto a su contenido; aún así, pone de manifiesto que la Administración está impelida siempre a actuar por razones de interés público, no sólo cuando adopta decisiones en el ejercicio de sus relaciones jurídico-públicas, sino también cuando actúa en relaciones jurídico-privadas, despojada de prerrogativas y potestades, como supone, al menos en relación con la FIFA, el contenido del Acuerdo que se impone, porque la vinculación positiva al principio de legalidad es igualmente aplicable.

7º Con el fin de salvaguardar las garantías jurídicas del Ayuntamiento derivadas de la firma del contrato de ciudad sede, a la vista de la complejidad de los documentos que lo componen (host city declaration y host city agreement), el sometimiento al derecho suizo que establece, la prevalencia del inglés, como idioma y la sujeción al derecho privado, por moción de la concejala de deportes se ordenó la contratación de una asistencia jurídica especializada en derecho internacional y deportivo, la mercantil Uno One Legal Partners S.L.P., despacho profesional especializado en derecho deportivo internacional, que ha emitido dictamen del que se extraen los siguientes puntos:

- En cuanto al HCD, constituye una declaración unilateral de naturaleza privada realizada por parte del Ayuntamiento de València a FIFA mediante la cual aquél:

a) Declara su interés y apoyo a que València sea nombrada sede del FIFA World Cup 2030, manifestando su conformidad sobre aspectos generales de la Competición.

b) Acepta sujetar cualquier disputa relacionada con las manifestaciones del HCD al derecho suizo y a la jurisdicción exclusiva del SAC mediante arbitraje internacional suizo, con exclusión de cualquier otro foro. Esta segunda declaración constituye un convenio arbitral.

- El HCA es un contrato sujeto a la legislación suiza. Se trata de un contrato atípico de adhesión donde la FIFA impone las condiciones a la RFEF y al Ayuntamiento de València.

La firma del HCA en su versión original en inglés y sin alteración de sus cláusulas y condiciones, es condición *sine qua non* para el nombramiento como candidata a sede de la Competición.

La entrada en vigor del HCA y el posible nombramiento del estadio “Nou Mestalla” como sede de la competición queda sujeta, en cualquier caso, a la aceptación ulterior y discrecional de la FIFA.

La decisión final sobre la condición de sede corresponde de manera discrecional a FIFA, renunciando el Ayuntamiento de València a impugnar una decisión contraria o a reclamar daños en caso de que finalmente no fuera elegida como sede.

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Las condiciones generales son determinadas por una de las partes, i.e. FIFA, en particular en consideración a sus propios intereses, mientras que el papel de la otra, i.e. el Ayuntamiento de Valencia, se limita a aceptarlas sin posibilidad de negociación. Así, el Artículo 7 HCA atribuye a FIFA la sola y exclusiva autoridad sobre la manera en la que se organice la competición y el poder de supervisar y decisonal en relación con todos los aspectos de la misma.

De la simple lectura del HCA se observa que el mismo plantea un gran número de objetivos diversos y que su redactado tiene un carácter marcadamente abstracto, como si se tratara de una ley o estatuto.

El carácter de adhesión de un contrato implica que cualquier ambigüedad, falta de claridad o consistencia en el redactado de una cláusula deberá interpretarse contra la parte que lo ha redactado en base al principio general de interpretación *in dubio contra proferentem* reconocido por la jurisprudencia del Tribunal Federal suizo:

Por último, es igualmente importante señalar que los contratos de adhesión no quedan exentos de la prohibición de abuso de derecho contenida en el artículo 2 del Código Civil suizo en virtud del cual:

Artículo 2.

- 1. Los derechos se ejercerán y las obligaciones se cumplirán de acuerdo con las reglas de la buena fe.*
- 2. La ley no ampara el abuso manifiesto de derecho.”*

En este sentido, la doctrina legal suiza es consciente de los riesgos asociados con los contratos de adhesión y señala lo siguiente:

“Aunque a menudo responden a una necesidad práctica que justifica su uso, las condiciones generales presentan riesgos considerables, en la medida en que la parte que recurre a ellas puede tener la tentación de fijar condiciones injustas”. (Traducción libre).

Además de la prohibición de abuso de derecho, cabe señalar que la validez de las condiciones generales en un contrato de adhesión puede impugnarse si contravienen determinados principios generales de derecho indicados por la doctrina legal suiza, como son por ejemplo (sin ánimo de exhaustividad y de desarrollo que escapa al objeto del presente Dictamen) las cláusulas ilícitas o inmorales, o las denominadas cláusulas “insólitas” que pudieran por ejemplo, romper el equilibrio contractual inicial.-

Fundamentos de Derecho

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I.- El artículo 25 de la Ley 7/85, de 2 de abril, Reguladora de las Bases del Régimen Local, en cuanto a las competencias municipales en la promoción del deporte y promoción de la actividad turística.

II.- El acuerdo de la Junta de Gobierno Local adoptado en sesión de 30 de septiembre de 2022.

III.- Ley 39/2022, de 30 de diciembre, del Deporte.

IV.- Ley 2/2011, de 22 de marzo, del deporte y la actividad física de la Comunitat Valenciana.

V.- El Real Decreto 1034/2022, de 20 de diciembre, por el que se concede una subvención directa a la RFEF para la preparación de la Candidatura para la Copa Municipal de la FIFA 2030, que implica el interés y la implicación de todas las Administraciones en la celebración del evento.

VI.- A la vista del contenido de los documentos que conforman el acuerdo de ciudad sede (HCD y HCA), resultando ser un contrato atípico, no sometido a la legislación de contratación pública ni de procedimiento administrativo, si bien el Ayuntamiento tiene competencias en materia de promoción de deporte, así como de la promoción de la actividad turística de interés y ámbito local; tratándose el acuerdo de ciudad sede, para la formalización de la candidatura para la organización y celebración de un evento de interés general y relevancia internacional para la ciudad, de lo que existen otros antecedentes en el Ayuntamiento de València (Gay Games, American's Cup) que potenciaría la imagen de la ciudad, el turismo, empleo, etc, y siendo la voluntad municipal la de formalizar la candidatura, a la vista del acuerdo adoptado en 30 de septiembre de 2022, vistos los informes emitidos con observaciones y el dictamen efectuado por la mercantil Uno One Legal Partners S.L.P., despacho profesional especializado en derecho deportivo internacional, que minimiza los riesgos de asumir un contrato abusivo al quedar sometido al arbitraje suizo que, si bien no garantiza las prerrogativas de la Administración, permitiría una defensa en base a que *la ley no ampara el abuso manifiesto de derecho*. Todo ello, siempre y cuando el Ayuntamiento actué en esta relación jurídico-privada, por razones de interés público y vinculado al principio de legalidad.

VII.- Es competente para adoptar este acuerdo la Junta de Gobierno Local, en virtud del art. 127.1.n), de la Ley 7/1985, de 2 de abril, Reguladora de las bases del régimen local.

De conformitat amb els anteriors fets i fonaments de dret, es formula la següent proposta d'acord: /

De conformidad con los anteriores hechos y fundamentos de derecho, se formula la siguiente propuesta de acuerdo:

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1º En cumplimiento del acuerdo de la Junta de Gobierno Local adoptado en sesión de 30 de septiembre de 2022, una vez designada España, Marruecos y Portugal por la FIFA como la sede del Campeonato del Mundo de Fútbol FIFA 2030, procede, ratificar los compromisos contenidos en el mismo y, en consecuencia, presentar la candidatura de la ciudad de València para su designación como ciudad sede del citado campeonato suscribiendo el contrato de ciudad sede propuesto por la FIFA, compuesto por los documentos *host city declaration* (HCD) y *host city agreemen* (HCA).

2º Facultar a la Sra. M^a del Rocío Gil Uncio, como concejala del Área de Deportes, para la firma del contrato de ciudad sede, así como realizar las actuaciones que resulten precisas en ejecución de este acuerdo y en los términos del acuerdo adoptado en 30 de septiembre de 2022.

3º Dar impulso a las actuaciones que sean necesarias para dar cumplimiento a los compromisos asumidos, e iniciar la planificación y programación temporal de las necesidades presupuestarias futuras, con el fin de atender adecuadamente aquellas que tengan repercusión económica, con respeto a las normas presupuestarias, de asignación de fondos, y de control del gasto, así como aquellos otros trámites que sean necesarios, y, para el caso de surgir cuestiones jurídicamente cuestionables, se pondrán inmediatamente en conocimiento de la FIFA, a fin de adoptar las salvaguardas oportunas para ejecutar el acuerdo con todas las garantías legales.

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Fédération Internationale de
Football Association (FIFA)
FIFA President
FIFA-Strasse 20
8044 Zurich
Switzerland

València, 23 febrero 2024

FIFA World Cup 2030™ Host City Declaration – City of VALENCIA

Dear Mr President

1. DECLARATION

On behalf of VALENCIA CITY COUNCIL (the "**Host City**") and all municipal authorities in the Host City, we very much welcome and support the possibility that FIFA World Cup 2030™ may be hosted or co-hosted in SPAIN (the "**Host Country**") and the possible appointment of ROYAL SPANISH FOOTBALL FEDERATION (the "**Host Association**") to host the Competition and to support FIFA with its organisation and staging of the Competition (either on its own or together with one or more other FIFA member associations (each a "**Co-Host Association**").

In the event of any such appointment of the Host Association, we also welcome and support the possible selection and appointment of the Host City to be a host city for the Competition in which certain matches and/or Competition-related events may be staged. In this regard, we hereby declare and guarantee the following:

- 1.1 the Host City welcomes and supports the presence of FIFA, all FIFA member associations (and, if applicable, their teams) and all other visitors from around the world in the Host City in connection with FIFA World Cup 2030™, any other football competition or match which is wholly or partially staged in the Host City and which is used (in whole or in part) as an operational test for FIFA World Cup 2030™ (e.g. any part of the preliminary competition for FIFA World Cup 2030™) and any of their respective ancillary events (together, the "**Competition**") and, in particular, that there shall be no discrimination of whatever nature;
- 1.2 the Host City will fully support FIFA (including any FIFA entity or branch in the Host Country), the Host Association, any Co-Host Association and each of their direct and indirect subsidiaries in connection with the hosting, organisation and staging of the Competition, in full compliance with the host city agreement executed by the executive authority representing the Host City and submitted by the Host Association to FIFA as part of the Host Association's formal bid to host the Competition (the "**Host City Agreement**");
- 1.3 the Host City acknowledges that three "centenary celebration" matches (and associated events) are intended to be hosted in South America by FIFA member associations

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affiliated to the CONMEBOL confederation (as an integral component of the FIFA World Cup 2030™ to mark the 100-year anniversary of the FIFA World Cup™). The Host City will cooperate and coordinate with stakeholders involved in the hosting, organisation and staging of the same, if and to the extent (and in such manner as) FIFA directs and in full compliance with the Host City Agreement;

- 1.4 the Host City will fully support all efforts that envisage that the hosting and staging of the Competition and individual matches thereof contribute to the development of football in the Host City in a sustainable manner;
- 1.5 the Host City will fully support FIFA (including any FIFA entity or branch in the Host Country), the Host Association, any Co-Host Association and each of their direct and indirect subsidiaries in their efforts to ensure that the hosting, organisation and staging of the Competition and any legacy and post-Competition events or related activities do not involve adverse impacts on internationally recognised human rights, including (without limitation) labour rights;
- 1.6 the Host City is committed to respecting, protecting and fulfilling (and will respect, protect and fulfil) internationally recognised human rights in connection with the hosting, organisation and staging of the Competition and any legacy and post-Competition events or related activities, with particular attention to (without limitation):
 - 1.6.1 the provision of safety and security;
 - 1.6.2 potential resettlement and eviction;
 - 1.6.3 labour rights (in particular fundamental labour rights and those of migrant workers);
 - 1.6.4 rights of children;
 - 1.6.5 non-discrimination, including on the basis of race, skin colour, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, disability, wealth, birth or any other status, sexual orientation (without prejudice to legitimate positive discrimination programmes, in particular for people who live in proximity to the locations where the Competition takes place and for people who face discrimination in employment on the above grounds); and
 - 1.6.6 freedom of expression (including press freedom), association and peaceful assembly;

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- 1.7 the Host City will ensure that access to effective remedies is available should the hosting, organisation and/or staging of the Competition or any legacy or post-Competition events or related activities involve any adverse impact on internationally recognised human rights (including, without limitation, those matters referred to in Clauses 1.6.1 to 1.6.6 (inclusive)), which remedies shall include (without limitation) judicial and non-judicial complaint mechanisms with the power to investigate, punish and redress human rights violations; and
- 1.8 the Host City is committed to fully supporting the efforts of FIFA (including any FIFA entity or branch), the Host Association, any Co-Host Association and each of their direct and indirect subsidiaries to minimise any adverse impact on natural resources and the environment as a result of the hosting, organisation and staging of the Competition or any legacy or post-Competition event or related activities. In particular, the Host City shall apply the principle of environmental protection in relation to water usage, energy consumption, transport, procurement, construction and upgrading of infrastructure, waste management, tourism and the protection of environmentally sensitive areas affected by the hosting, organisation and staging of the Competition or any legacy or post-Competition events or related activities.

2. LEGAL PROVISIONS

- 2.1 The Host City's obligations hereunder shall be performed for the benefit of FIFA (including any FIFA entity or branch in the Host Country), the Host Association, any Co-Host Association and each of their direct and indirect subsidiaries, and any such party may enforce this Host City Declaration against the Host City (in whole or in part).
- 2.2 The Host City hereby irrevocably and unconditionally agrees not to:
- 2.2.1 claim any immunity from any jurisdiction or enforcement proceedings in relation to this Host City Declaration or the matters contemplated herein, and the Host City irrevocably and unconditionally waives all rights of immunity from jurisdiction or enforcement in respect of itself and its assets, regardless of their nature or purpose, including in respect of pre-judgement interim relief and post-judgement execution of any judgement or arbitral award;
- 2.2.2 invoke or seek to rely upon any laws of the Host Country to seek relief from, avoid or otherwise circumvent any of its obligations under this Host City Declaration; or
- 2.2.3 contest or challenge, in any manner: (i) the authority or power of representation of any signatory to this Host City Declaration; or (ii) the arbitrability of any dispute arising from, or in connection with, this Host City Declaration pursuant to Clause 2.5 (including the Host City's capacity or standing to be a party to any such arbitration proceedings).

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- 2.3 Any expiry or termination of this Host City Declaration which occurs by operation of law (or for any other reason) shall not affect any provisions of this Host City Declaration which are intended to survive any such expiry or termination, including Clauses 1.4 to 1.8 (inclusive) and this Clause 2, which shall survive with full force and effect notwithstanding any such expiry or termination.
- 2.4 This Host City Declaration and any dispute arising from, or in connection with, this Host City Declaration, its subject matter or formation (including disputes as to its execution, binding effect, validity, direct applicability and enforceability) shall be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law and/or conflict of laws rules and principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) does not apply to this Host City Declaration.
- 2.5 Any dispute arising from, or in connection with, this Host City Declaration, its subject matter or formation (including disputes as to its execution, binding effect, validity, direct applicability, enforceability, amendment and effective termination) shall be promptly settled between the Parties by negotiation. If no amicable solution can be reached, any such dispute shall, to the exclusion of any court or other forum, be submitted exclusively to the Swiss Arbitration Centre and resolved definitively in accordance with the Swiss Rules of International Arbitration. The panel will consist of three (3) arbitrators. The seat of the arbitration shall be Zurich, Switzerland and the language of the arbitration shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the Parties.

VALENCIA CITY COUNCIL

By: Valencia City Council..... By:

Name: M^a del Rocío Gil Uncio Name:

Title: Concejala de Deportes Title:

Date: 23 de febrero de 2024 Date:

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HOST CITY AGREEMENT

regarding the hosting, organisation and staging of the
FIFA World Cup 2030™

between

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION

FIFA-Strasse 20
8044 Zurich
Switzerland

and

ROYAL SPANISH FOOTBALL FEDERATION

**C/ MATEO INURRIA, 26
28036 MADRID
SPAIN**

and

**CITY OF VALENCIA
PLAZA DEL AYUNTAMIENTO, 1
46002 VALENCIA
SPAIN**

relating to the following Stadium(s) located in or in the vicinity of the Host City

NOU MESTALLA STADIUM



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HOST CITY AGREEMENT

RECITALS

- A. FIFA is the world governing body of association football and is the organiser of various international football competitions, including the Competition.
- B. The Host Association is the national governing body for association football in SPAIN and a FIFA member association.
- C. The Host City Authority is the executive authority which is legally competent to represent, and act for and on behalf of, VALENCIA CITY COUNCIL.
- D. The Host Association has participated in the bidding and selection process to appoint the FIFA member association (or FIFA member associations) to host the Competition and to support FIFA with its organisation and staging of the Competition and has submitted the Formal Bid to FIFA.
- E. In addition, it is intended that the 100-year anniversary of the first edition of the FIFA World Cup™ (taking place in 2030) shall be marked by the hosting of the Centenary Celebration in South America (comprising a celebration ceremony, three Centenary Celebration Matches and associated Competition-Related Events). In this regard, each CONMEBOL Host Association has participated in a bidding and selection process to appoint the FIFA member associations to host the Centenary Celebration, which process was separate from the Bidding Process, notwithstanding that the Centenary Celebration will form an integral component of the FIFA World Cup 2030™.
- F. In making its Formal Bid, the Host Association was required to submit: (i) a written proposal in relation to the host cities to be used in connection with the Competition; and (ii) a host city agreement in relation to each such host city, which has been duly executed by the relevant host city authority and the relevant FIFA member association within the same country as the host city.
- G. The Host Association has, in its Formal Bid, specifically proposed the use of the Host City as a host city in connection with the Competition and has submitted this Agreement to FIFA, which has been duly executed by the Host City Authority and the Host Association.
- H. In the event that the Host Association is appointed by FIFA to host (or co-host) the Competition, FIFA will determine and manage the process for selecting the host cities which will be used in connection with the Competition. The Host City Authority wishes that the Host City be considered by FIFA as part of any such selection process.
- I. This Agreement sets out: (i) the responsibilities and obligations of the Host City Authority which apply with immediate effect upon its execution of this Agreement; (ii) the responsibilities and obligations of the Host City Authority which will apply to any host city selection process; and (iii) each of the Parties' rights, responsibilities and obligations if FIFA selects the Host City to be a host city of the Competition (together with, in each case, the terms and conditions applicable thereto).

IT IS HEREBY AGREED:

PART 1 – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

This Agreement shall be interpreted in accordance with the principles set out in Schedule 1 and capitalised terms used, but not otherwise defined, in this Agreement shall have the meanings given to them in Schedule 1.

PART 2 – BACKGROUND AND EXECUTION

2. BACKGROUND

2.1 As described in Recital F, the Host Association has, in its Formal Bid, submitted a written proposal

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identifying the host cities (including the Host City) that it proposes to be used in connection with the Competition.

- 2.2 FIFA will determine the number of host cities (which may be different than the number proposed by the Host Association in its Formal Bid), and will select the specific host cities, which will be used in connection with the Competition, using the selection process determined and managed by FIFA. For the avoidance of doubt, FIFA shall also be entitled to consider and select cities for use in connection with the Competition which have not been proposed by the Host Association.

3. CONSIDERATION FOR SELECTION

- 3.1 The Host City Authority acknowledges and agrees that FIFA shall not consider the Host City as a candidate for selection as a host city for the Competition unless:

3.1.1 the Host City Authority and the Host Association have executed this Agreement and the Host Association has submitted a copy of the duly executed Agreement to FIFA in accordance with the requirements of the Bidding Agreement;

3.1.2 where the Stadium is located in a Geographic Area which is not controlled or administered by the Host City Authority, as further described in Clause 11, the Host Association, the Host City Authority and the relevant Additional Authority have executed a Joinder Agreement and the Host Association has submitted a copy of the duly executed Joinder Agreement to FIFA in accordance with the requirements of the Bidding Agreement;

3.1.3 the duly executed copy of this Agreement (and, if applicable, any Joinder Agreement) which the Host Association submitted to FIFA is in English and without any deviation whatsoever from the template version thereof that was issued by FIFA to the Host Association during the Bidding Process; and

3.1.4 FIFA Congress has selected and appointed the Host Association to host (or co-host) the Competition in the Host Country.

4. EFFECT OF HOST CITY AGREEMENT SUBMISSION

- 4.1 The Host City Authority acknowledges and agrees that its execution of this Agreement and the submission of the duly executed version of this Agreement to FIFA by the Host Association in accordance with the requirements of the Bidding Agreement (the "**Host City Agreement Submission**") constitutes:

4.1.1 confirmation to FIFA that, in the event that FIFA appoints the Host Association to host (or co-host) the Competition, the Host City Authority wishes the Host City to be considered by FIFA as part of the host city selection process for the Competition;

4.1.2 an irrevocable and legally-binding offer by the Host City Authority to FIFA and the Host Association, for the Host City to be appointed as a host city for the Competition on the terms and conditions set out in this Agreement (the "**Host City Offer**"), such offer to be capable of acceptance by FIFA on a continuing basis throughout the period from (and including) the date of the Host City Agreement Submission until the earlier of: (i) the date falling ninety (90) days after the date on which FIFA appoints the final host city or stadium (whichever is later) to be used in connection with the Competition; and (ii) the Host City Authority receiving written notice from FIFA that it has not been selected to be a host city for the Competition (such period, the "**Offer Period**"). For the avoidance of doubt, FIFA shall have no obligation to accept the Host City Offer during the Offer Period or at any other time; and

4.1.3 its acceptance that, as a result of making the Host City Offer, the following Clauses (including any relevant responsibilities and obligations therein) shall apply to, and be binding upon, the Host City Authority immediately upon the Host City Agreement Submission (including throughout the Offer Period):

4.1.3.1 **Part 1:** Clause 1 (Definitions and Interpretation);

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- 4.1.3.2 **Part 2:** Clauses 2 (Background), 3 (Consideration for Selection) and 4 (Effect of Host City Agreement Submission);
- 4.1.3.3 **Part 3:** Clauses 5 (Selection), 6 (Appointment) and 7 (FIFA Authority);
- 4.1.3.4 **Part 4:** Clauses 8 (Relationship Between the Competition and the Centenary Celebration), 9 (Role of the Host Association), 10 (Operational Set-Up), 11 (Additional Authorities) and 12 (Match Schedule and Additional Competitions);
- 4.1.3.5 **Part 5:** Clauses 13.1 (FIFA Sustainable Tournament Requirements) and 14.1 (Anti-Corruption);
- 4.1.3.6 **Part 7:** Clauses 18 (Competition Vision and Host City Declaration), 19 (Legal Opinion), 21.2 (General Compliance Obligations), 21.5 (Conflicts), 22.4 (Communication), 22.5 (Information and Reporting) and 23 (Modifications to Obligations);
- 4.1.3.7 **Part 8:** Clauses 30 (Accommodation), 35.3 (Public Relations) and 37.2 (Further IBC Proposals);
- 4.1.3.8 **Part 9:** Clause 42 (Competition Rights);
- 4.1.3.9 **Part 10:** Clause 45 (Data Protection) and 46 (Cyber Security);
- 4.1.3.10 **Part 11:** Clauses 47 (Costs) and 48 (Taxes); and
- 4.1.3.11 **Part 12:** Clauses 49 (Enforceability), 50 (Representations and Warranties), 51 (Term), 52 (Termination), 54 (Force Majeure), 56 (Indemnification), 57 (Confidentiality), 58 (Limitation of Liability), 59 (No Joint Liability), 61 (Language), 62 (Relationship between the Parties), 63 (Notices), 64 (Transfer and Assignment), 65 (No Waiver), 66 (Counterparts), 67 (Third Party Rights), 68 (Further Assurances), 69 (Severability), 70 (Variation), 71 (Entire Agreement), 72 (FIFA Discretion), 73 (Anti-Corruption), 74 (Equitable Relief), 75 (Governing Law) and 76 (Dispute Resolution).
- 4.2 The Host Association acknowledges and agrees that its execution of this Agreement and its submission of the duly executed version of this Agreement to FIFA in accordance with the requirements of the Bidding Agreement shall constitute its unconditional and irrevocable acceptance that, if FIFA countersigns this Agreement, all remaining terms and conditions of this Agreement which are not Initial Terms shall come into legal effect, and be binding upon, the Host Association immediately upon such countersignature. With the exception of this Clause 4.2 and Clauses 9, 48, 64.2 and 66, the Host Association shall have no obligations or liability under this Agreement unless and until FIFA countersigns this Agreement.
- 4.3 The Host Association and the Host City Authority acknowledge and agree that FIFA shall have no obligations or liability under this Agreement unless and until FIFA countersigns this Agreement pursuant to Clause 6.1.

PART 3 – SELECTION AND APPOINTMENT

5. SELECTION

5.1 Selection Process

FIFA will determine and manage the selection process for the host cities in which the Competition will be staged. The selection of all host cities will take place on the dates selected by FIFA and is expected to take place at the same time as FIFA makes its final decision regarding the selection and appointment of the stadiums for the Competition.

5.2 Acceptance of Selection Process

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The Host City Authority:

- 5.2.1 unconditionally and irrevocably accepts as final and binding any assessment, determination, election or decision by FIFA in relation to the selection and/or appointment of the host cities and stadiums to be used in connection with the Competition (each, a "**Selection Determination**"), including:
- 5.2.1.1 the determination of the selection process for the host cities and stadiums (and any subsequent modification thereto);
- 5.2.1.2 the determination of the number of host cities and stadiums to be used in connection with the Competition, and the split of host cities and stadiums between the Host Country and the Co-Host Country(ies); and
- 5.2.1.3 the final selection by FIFA of the host cities to be used in connection with the Competition and their appointment on such terms and conditions as FIFA may determine (which may be different to those contemplated by this Agreement) and, any decision, for whatever reason, not to select the Host City;
- 5.2.2 unconditionally acknowledges and agrees that neither FIFA nor the Host Association shall be required to give any reasons for any Selection Determination or to enter into any correspondence or other communications in relation thereto; and
- 5.2.3 shall not have (and expressly and irrevocably waives) any right to challenge in any manner any Selection Determination or to claim any compensation, costs, expenses or other damages in relation to any Selection Determination from FIFA, any Delivery Entity (and/or their direct and indirect subsidiaries), the Host Association, any Co-Host Association(s), any other FIFA member association, and/or any third party contracted to FIFA, as well as, in each case, their directors, officers, members, personnel, auxiliary persons, employees, agents and representatives.

5.3 Selection Process Obligations

In the event that FIFA has appointed the Host Association to host (or co-host) the Competition, the Host City Authority shall:

- 5.3.1 fully participate in the process for the selection of the host cities for the Competition (as determined and managed by FIFA); and
- 5.3.2 support FIFA in connection with such selection process in such manner as is requested by FIFA, which support may include the provision of information relating to public transportation, Official Accommodation, sustainability and/or local security in the Venue, the provision of maps relating to the Venue, and/or ensuring that key personnel and representatives of the Host City Authority attend inspection tours, workshops and meetings.

5.4 Host City Visits

- 5.4.1 The Host City Authority acknowledges and agrees that, as part of the selection process for the host cities to be used in connection with the Competition, FIFA may send a delegation to visit the proposed host cities (including the Host City) on one or more occasions for the purposes of assessing their suitability for use in connection with the Competition. It is envisaged that such visit(s) will be conducted together with any candidate stadium selection visit(s).
- 5.4.2 In the event that FIFA elects to send a delegation to visit the Host City, the Host City Authority shall:
- 5.4.2.1 support, and fully cooperate with, FIFA and any of its nominees in relation to the organisation of any such visit(s);

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- 5.4.2.2 ensure that FIFA and any of its nominees are granted access to all relevant areas and facilities in the Venue (including those areas and facilities proposed for use in connection with the Competition which are controlled by third parties) on the occasion of any such visit(s); and
- 5.4.2.3 ensure that suitably senior, knowledgeable and experienced representatives of the Host City Authority (and any other relevant stakeholder) are available to meet with FIFA and any of its nominees during any such visit(s).

5.5 Surviving Effects of Bidding and Selection Process

The Host City Authority acknowledges and agrees that:

- 5.5.1 it has read and understood the Bidding Documents as they relate to the Venue (to the extent that such Bidding Documents have been provided to the Host City Authority);

- 5.5.2 in evaluating the Formal Bid and selecting and appointing the Host Association to host (or co-host) the Competition and in selecting the Host City to be a host city of the Competition, FIFA has relied on various:

- 5.5.2.1 information, proposals, plans, concepts, strategies and statements; and
- 5.5.2.2 commitments, representations, warranties and assurances,

relating to the Host City which, in each case, were provided or made available to FIFA by the Host Association and/or any particular Co-Host Association(s) (on their own behalf and/or on behalf of the Host City Authority) and/or by the Host City Authority itself, in the Bidding Documents and otherwise during the Bidding Process and/or the host city selection process;

- 5.5.3 each of the proposals, plans, concepts, strategies, commitments, representations, warranties, assurances and any statements of intention or expectation referred to in Clause 5.5.2 shall be incorporated in full into this Agreement as representations, warranties, undertakings and/or guarantees (as applicable) of the Host City Authority and shall be unconditionally binding on, and enforceable against, the Host City Authority throughout the Term except where:

- 5.5.3.1 there is any inconsistency between any such proposal, plan, concept, strategy, statement, commitment, representation, warranty or assurance and this Agreement, or any other agreement, document (including the FIFA Sustainable Tournament Requirements or the Hosting Requirements), approval, consent, guideline, direction, request, instruction, assessment, determination, election, decision or recommendation with which it is obliged to comply (or ensure compliance) hereunder, in which case:

- (i) FIFA shall be entitled to decide, and inform the Host City Authority, how the inconsistency shall be reconciled and which of the inconsistent representations, warranties, undertakings, guarantees and/or other terms and conditions shall be binding upon, and enforceable against, the Host City Authority; and
- (ii) until FIFA informs the Host City Authority of its decision pursuant to Clause 5.5.3.1(i), the Host City Authority shall fulfil its responsibilities, perform its obligations and exercise its rights hereunder, and shall conduct all of its other Competition-Related Activities, in accordance with those of the inconsistent representations, warranties, undertakings, guarantees and/or other terms and conditions (as applicable) that provide for, or will result in, higher or stricter standards being implemented; or

- 5.5.3.2 FIFA notifies the Host City Authority otherwise; and

- 5.5.4 it shall promptly notify FIFA in the event that it becomes aware of any inconsistency referred to in Clause 5.5.3.1.

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6. APPOINTMENT

- 6.1 If FIFA selects the Host City to be a host city for the Competition and countersigns this Agreement (so that it is fully executed by all Parties) then all remaining terms and conditions of this Agreement which are not Initial Terms shall come into legal effect and be binding on the Parties immediately upon such countersignature and, in addition, with immediate effect upon such countersignature:
- 6.1.1 FIFA accepts the Host City Offer and appoints the Host City Authority to fulfil its responsibilities and perform its obligations hereunder;
 - 6.1.2 the Host City Authority unconditionally accepts the appointment referred to in Clause 6.1.1 and shall fulfil its responsibilities and perform its obligations hereunder; and
 - 6.1.3 FIFA grants those rights to the Host City Authority which are expressed to be granted to the Host City Authority hereunder,
- in each case subject to, and in accordance with, the terms and conditions of this Agreement.
- 6.2 For the avoidance of doubt, the Initial Terms shall continue to have full legal effect and be binding on the Host City Authority after countersignature by FIFA.

7. FIFA AUTHORITY

Notwithstanding any appointment of the Host City pursuant to Clause 6.1 and without prejudice to the Host City Authority's responsibilities, obligations and rights hereunder, the Host City Authority acknowledges and agrees that FIFA, as the sole and exclusive owner of the Competition and the Centenary Celebration, has and will, as between the Parties, retain the sole and ultimate authority over the manner in which the Competition and the Centenary Celebration are organised and staged and, as a result, FIFA shall, as between the Parties, retain executive oversight and final decision-making authority in relation to all matters relating to the Competition and the Centenary Celebration (including, for the avoidance of doubt, in relation to the Host City Authority's responsibilities, obligations, and rights referred to hereunder).

PART 4 – ORGANISATIONAL STRUCTURE

8. RELATIONSHIP BETWEEN THE COMPETITION AND THE CENTENARY CELEBRATION

- 8.1 As contemplated by the Bidding Regulations, the FIFA Council approved a consolidated proposal in relation to the bidding for, and hosting of, the Competition and the Centenary Celebration, pursuant to which:
- 8.1.1 the Host Association and the Co-Host Associations participated as a joint candidacy in the Bidding Process, and as part thereof, unilaterally executed various hosting documents which, together with the Hosting Requirements, collectively constitute the binding and underlying legal framework between FIFA and the relevant stakeholders in connection with the hosting, organisation and staging of the Competition; and
 - 8.1.2 each of the CONMEBOL Host Associations separately participated in a bidding process to each host a Centenary Celebration Match (and certain Competition-Related Events), and as part thereof, unilaterally executed various hosting documents which, together with the hosting requirements for the Centenary Celebration, collectively constitute the binding and underlying legal framework between FIFA and the relevant stakeholders in connection with the hosting, organisation and staging of the Centenary Celebration.
- 8.2 The Host City Authority acknowledges and agrees that the Centenary Celebration forms an integral component of the FIFA World Cup 2030™ and as a consequence, FIFA may from time to time require the Host City Authority to cooperate and/or coordinate with one or more Centenary Celebration stakeholders in the CONMEBOL Host Countries in connection with the performance of their respective obligations and the exercise of their respective rights in relation to the hosting, organisation and staging of the Competition and the Centenary Celebration. In such circumstances, FIFA will determine:

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- 8.2.1 the stakeholders in the CONMEBOL Host Countries with which the Host City Authority is required to cooperate and/or coordinate;
- 8.2.2 the degree and manner of cooperation and/or coordination between the Host City Authority and such stakeholders; and
- 8.2.3 the matters, roles, responsibilities, obligations and/or rights in respect of which the Host City Authority is required to cooperate and/or coordinate with such stakeholders (which may include, by way of example, the preparation and implementation of any proposal, plan, concept or strategy and/or the preparation of reports and/or participation in meetings, in each case, relating to the Competition and/or the Centenary Celebration),

and FIFA will notify the Host City Authority thereof via such method as FIFA may determine from time to time, which may involve FIFA establishing, and issuing directions through, a formal governance model.

- 8.3 The Host City Authority shall fully comply with any determination made by FIFA pursuant to Clause 8.2 (as may be amended by FIFA from time to time).
- 8.4 For the avoidance of doubt, this Clause 8 shall be without prejudice to the Host City Authority's other obligations to cooperate and coordinate with FIFA, the Host Association, the Co-Host Associations and other third parties under this Agreement, including its obligations under Clause 17 to ensure efficient and effective coordination between all stakeholders in or relevant to the Venue.

9. ROLE OF THE HOST ASSOCIATION

- 9.1 The Host Association is a Party to this Agreement primarily to assist it to comply with its obligations to FIFA under the Hosting Agreement, including its obligation thereunder to ensure that the Host City Authority (and any Additional Authority which has executed a Joinder Agreement) fully complies with all of its responsibilities, obligations, commitments, representations, warranties and indemnities under this Agreement and delivers all of the rights granted to FIFA hereunder. As a result, the Host Association shall, as a Party to this Agreement, have such rights against the Host City Authority (and any Additional Authority which has executed a Joinder Agreement) and such legal standing as, in each case, are or is necessary in order to permit the Host Association to enforce any of FIFA's rights in place, and for the benefit, of FIFA against the Host City Authority (and/or the relevant Additional Authority) under or in connection with this Agreement and to take and pursue any available legal action and/or remedy in connection with such enforcement, provided that the exercise of any such right and the taking and pursuit of any such action or remedy shall be subject to the relevant terms and conditions set out in the Hosting Agreement (including any requirement for FIFA's approval, and the right of FIFA, at any stage, to take and pursue its own actions to enforce some or all of its rights under this Agreement whether in place of, or alongside, the Host Association).
- 9.2 The Host Association acknowledges and agrees that, and shall take all steps necessary to ensure that, if it takes or pursues any action to enforce FIFA's rights (as contemplated by Clause 9.1), any damages and/or other compensation awarded as a result of such action shall be paid directly to FIFA.

10. OPERATIONAL SET-UP

10.1 General

The Host City Authority acknowledges and agrees that FIFA will determine the operational set-up and delivery model for the Competition and the Centenary Celebration, which FIFA envisages, as at the Effective Date, will involve the majority of FIFA's roles, responsibilities and obligations being fulfilled and performed by one or more entities or branches, to be established in the Host Country, any Co-Host Country/ies and/or any CONMEBOL Host Country/ies (each a "**Delivery Entity**" and, if more than one Delivery Entity is established, collectively the "**Delivery Entities**"), as further detailed in Clause 10.2.

10.2 Envisaged Operational Set-Up and Delivery Model – Delivery Entities

- 10.2.1 As contemplated by Clause 10.1, FIFA envisages that the operational set-up and delivery

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model for the Competition and the Centenary Celebration will involve the establishment of one or more Delivery Entities to assist with FIFA's operational delivery of the Competition and the Centenary Celebration and the fulfilment and performance of FIFA's roles, responsibilities and obligations in connection therewith. FIFA will notify the Host City Authority following the establishment of any Delivery Entity in the Host Country.

10.2.2 If FIFA decides to establish one or more Delivery Entities:

10.2.2.1 FIFA will, from time to time, determine which roles, responsibilities, obligations and/or rights relating to the organisation and staging of the Competition and the Centenary Celebration will be fulfilled, performed or exercised by any Delivery Entity and which will be fulfilled, performed or exercised by FIFA and/or any third party. FIFA may make and/or modify any such determination at any time prior to and/or after the appointment of the Host City Authority pursuant to Clause 6.1 of this Agreement; and

10.2.2.2 the following key principles and rules of interpretation shall apply to this Agreement and the Hosting Requirements, unless otherwise directed by FIFA or the context otherwise requires:

- (i) any responsibility or obligation of FIFA may be fulfilled or performed (as applicable) and discharged by any Delivery Entity (or any Delivery Entities) on behalf of FIFA, without notice to the Host City Authority or the Host Association;
- (ii) any obligation of the Host City Authority which is expressed to be performed to or for the benefit of FIFA, must be performed to and for the benefit of FIFA and each Delivery Entity on a separate basis (except for any assignment or licence of Intellectual Property Rights to FIFA at Clauses 42.3 and 43.1.2 and the transfer of Competition Data to FIFA pursuant to Clause 42.5);
- (iii) where FIFA has any right, interest, benefit, entitlement, protection or remedy (including any rights granted to or retained by FIFA, any waiver of claims by any Host City Authority, any FIFA rights of approval (or similar) and/or any rights for FIFA to issue guidelines, directions, requests or instructions and/or make any other assessment, determination, election, decision or recommendation), each Delivery Entity may rely upon and benefit from the same and references in this Agreement and the Hosting Requirements to FIFA's use, enjoyment, exercise or exploitation of (or protection under) the same (and any analogous references) shall be interpreted as applying to and for the benefit of each Delivery Entity (as well as FIFA);
- (iv) notwithstanding that no Delivery Entity is party to this Agreement, each Delivery Entity shall have such rights against the Host City Authority and such legal standing as, in each case, are or is necessary in order to permit each Delivery Entity to enforce any of FIFA's rights in place, and for the benefit of, FIFA against the Host City Authority and to take and pursue any available legal action and/or remedy in connection with such enforcement;
- (v) unless FIFA instructs otherwise, the Host City Authority shall be entitled (and shall be obliged) to rely on any approvals, consents, guidelines, directions, requests, instructions, assessments, determinations, elections, decisions or recommendations granted, issued or taken (as applicable), by any Delivery Entity from time to time in relation to any responsibility, obligation or right of the Host City Authority except where they are inconsistent with any approvals, consents, guidelines, directions, requests, instructions, assessments, determinations, elections, decisions or recommendations granted, issued or taken, by FIFA (in which case those of FIFA shall prevail); and
- (vi) to the extent that there is any conflict between any approval, consent, guideline, direction, request, instruction, assessment, determination, election, decision or recommendation granted, issued or taken by two or more Delivery Entities, FIFA

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shall be entitled to decide, and inform the Host City Authority, how the inconsistency shall be reconciled, and the Host City Authority shall thereafter comply with such determination.

10.3 Alternative Delivery Structures

Notwithstanding that FIFA envisages the operational set-up and delivery model for the Competition and the Centenary Celebration will involve the establishment of, and the fulfilment and performance of the majority of FIFA's roles, responsibilities and obligations by, one or more Delivery Entities, the Host City Authority acknowledges and agrees that FIFA may decide to establish and implement alternative delivery structure(s) for the Competition and/or the Centenary Celebration (or part thereof), such as the creation of joint venture vehicle(s) or the establishment of one or more legal entities through which certain of the Host Association's, Co-Host Associations' and/or CONMEBOL Host Associations' roles, responsibilities and/or obligations may be fulfilled or performed, or a hybrid of any of the aforementioned.

11. ADDITIONAL AUTHORITIES

11.1 The Host City Authority acknowledges and agrees that the Venue may include Sites and other areas and connections which are located within cities, municipalities, regions, provinces, states, districts, counties and/or similar administrative areas, divisions or sub-divisions which are not controlled or administered by the Host City Authority (each a "**Geographic Area**"). In the event that any of the Host City Authority's responsibilities or obligations relate or pertain to a Geographic Area, the Host City Authority shall:

11.1.1 ensure that the relevant authority, executive or similar controlling body which controls or administers the relevant Geographic Area (each an "**Additional Authority**") provides such support as is necessary for the Host City Authority to fulfil and perform its responsibilities and obligations under this Agreement in respect of the entire Venue, and the Host City Authority shall coordinate the performance of such support;

11.1.2 cooperate and coordinate with any Additional Authorities (and ensure that each Additional Authority cooperates and coordinates with each other Additional Authority and the Host City Authority) in relation to its and their involvement in the hosting, organisation and staging of the Competition in the Venue, with a view to maximising the efficiency, success and impact of the hosting, organisation and staging of the Competition in the Venue; and

11.1.3 continue to act as the primary contact for FIFA and the Host Association in respect of all matters connected with the hosting, organisation and staging of the Competition in the Venue, notwithstanding the involvement of any Additional Authority (and/or the existence of any Joinder Agreement).

11.2 In the event that the Stadium is located in a Geographic Area, then:

11.2.1 the Host City Authority, the Host Association and the appropriate Additional Authority (i.e. the Additional Authority with the necessary competence and jurisdiction to fulfil and perform the relevant responsibilities and obligations of the Host City Authority under this Agreement which relate to the Stadium and the areas adjacent to and surrounding the Stadium) shall execute a Joinder Agreement in the form set out in the Annex to this Agreement on or before the Host City Agreement Submission, pursuant to which the relevant Additional Authority agrees to become fully bound by certain of the terms and conditions applicable to the Host City Authority under this Agreement ("**Joinder Agreement**");

11.2.2 the Host City Authority acknowledges and agrees that each such Joinder Agreement shall be subject to (and shall comply with) the provisions of Clauses 22.8.2 and 22.8.3;

11.2.3 the Host City Authority shall ensure that each Additional Authority which has executed a Joinder Agreement fully complies, in a timely manner, with all of the Additional Authority's responsibilities, obligations, commitments, representations, warranties and indemnities (including as they relate to responsibility for costs and expenses) and delivers all rights, in each

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case under and in accordance with the terms and conditions of the Joinder Agreement and this Agreement.

11.3 The Host City Authority shall, upon request by FIFA, promptly provide FIFA with such additional information in relation to any Additional Authority as FIFA requires from time to time, including full details of the geographical boundaries for the relevant Geographic Area falling under the competence or jurisdiction of such Additional Authority and full details of any matters where the cooperation, assistance, support and/or approval of the Additional Authority is or may be required for the Host City Authority to fulfil and perform its responsibilities or obligations under this Agreement.

11.4 For the avoidance of doubt, nothing in this Clause 11 shall entitle any Additional Authority to benefit from any rights granted to the Host City Authority under this Agreement.

12. MATCH SCHEDULE AND ADDITIONAL COMPETITIONS

12.1 Match Schedule

The Host City Authority acknowledges and agrees that:

12.1.1 the final dates and format and Match schedule of the Competition and the Centenary Celebration (including the dates, times and Teams for each Match, the number of Matches to be played in the Venue and the relevant stage of the Competition for such Matches (e.g. group stage)) will be determined by FIFA after the Effective Date, and following such determination, FIFA may reschedule the Competition, the Centenary Celebration and/or any Match(es) in accordance with Clause 55.1; and

12.1.2 the Host City Authority's responsibilities and obligations hereunder (as otherwise modified in accordance with this Agreement) shall continue and shall not be affected if the dates, format and Match schedule of the Competition and/or the Centenary Celebration are amended by FIFA at any time prior to their final determination pursuant to Clause 12.1.1.

12.2 Additional FIFA Competitions

12.2.1 The Host City Authority acknowledges that FIFA shall be entitled to organise and stage additional FIFA competition(s) in the Host Country prior to the Competition as operational test competition(s) for the Competition, in whole or part. FIFA will determine the format, dates and locations for any such additional competition(s).

12.2.2 If FIFA elects to organise and stage any such additional FIFA competition(s), and FIFA determines that any match(es) of such additional competition will be staged in the Venue, the Host City Authority acknowledges and agrees that:

12.2.2.1 its responsibilities and obligations hereunder shall apply directly and without any limitation to such match(es), subject to any modifications to relevant terms as reasonably negotiated in good faith between FIFA and the Host City Authority to account for the reduced scope of the hosting, organisation and staging of such additional FIFA competition; and

12.2.2.2 any rights it has under this Agreement in respect of the Competition shall not apply to such additional competitions.

PART 5 – COMPLIANCE

13. SUSTAINABILITY AND HUMAN RIGHTS

13.1 FIFA Sustainable Tournament Requirements

13.1.1 The Host City Authority shall fulfil its responsibilities, perform its obligations and exercise its rights hereunder, and shall conduct all its other Competition-Related Activities, in accordance with the FIFA Sustainable Tournament Requirements.

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13.1.2 To the extent that any Applicable Laws or other requirements relating to sustainability and/or Human Rights which apply or will apply to the Host City Authority provide for any stricter standards that would provide greater protection in respect of sustainability and/or Human Rights than any of the standards set out in the FIFA Sustainable Tournament Requirements, the Host City Authority shall notify FIFA (providing all relevant details) and shall fulfil its responsibilities, perform its obligations and exercise its rights hereunder, and shall conduct all of its other Competition-Related Activities, in accordance with such stricter standards.

13.1.3 The Host City Authority acknowledges and agrees that FIFA may refer to the Host City Authority's commitment to comply with the FIFA Sustainable Tournament Requirements pursuant to Clause 13.1.1 in FIFA's external communication materials, including to the media and the general public.

13.2 SEM System

The Host City Authority shall comply with the SEM System in the fulfilment of its responsibilities, performance of its obligations, the exercise of its rights hereunder and the conduct of its other Competition-Related Activities, in each case, in accordance with the FIFA Sustainable Tournament Requirements.

13.3 Human Rights Strategy and FIFA Human Rights Plan

13.3.1 Subject to Clause 13.3.2, the Host City Authority shall fulfil its responsibilities, perform its obligations and exercise its rights hereunder and conduct all of its other Competition-Related Activities, in a manner that respects all Human Rights and in accordance with the Human Rights Strategy, UN Guiding Principles on Business and Human Rights, and the FIFA Human Rights Plan. In particular, the Host City Authority shall:

13.3.1.1 avoid causing or contributing to adverse Human Rights impacts through its own activities, and address such impacts when they occur; and

13.3.1.2 identify and take adequate measures to prevent or mitigate adverse Human Rights impacts that are directly linked to its operations, products or services delivered through its business relationships, even if the Host City Authority has not caused or contributed to such impacts.

13.3.2 The Host City Authority acknowledges and agrees that FIFA may, having regard to the UN Guiding Principles on Business and Human Rights, develop a corrective action plan to address any gaps identified in the Human Rights Strategy and/or in other documentation submitted as part of the Formal Bid. If FIFA develops any such corrective action plan from time to time, the Host City Authority shall comply with the terms thereof.

14. ANTI-CORRUPTION

14.1 The Host City Authority shall ensure ethical business practices in the fulfilment of its responsibilities, performance of its obligations and exercise of its rights hereunder (and in connection with all of its other Competition-Related Activities), which shall be consistent with the UNODC handbook "A Strategy for Safeguarding against Corruption in Major Public Events" and all other applicable compliance and ethics policies and procedures issued by FIFA from time to time, such as the FIFA Code of Conduct for Third Parties and FIFA's guidelines relating to anti-corruption (in each case, as replaced, supplemented and/or amended from time to time).

14.2 The Host City Authority acknowledges and agrees that FIFA intends to develop an anti-corruption strategy and concept for the Competition (which may include the Centenary Celebration) in accordance with the UNODC handbook "A Strategy for Safeguarding against Corruption in Major Public Events" and taking into account relevant anti-corruption and due diligence processes ("**Anti-Corruption Strategy and Concept**"). The Host City Authority shall fulfil its responsibilities, perform its obligations and exercise its rights hereunder and conduct all of its Competition-Related Activities in accordance with, the Anti-Corruption Strategy and Concept.

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15. PROJECT AND KNOWLEDGE MANAGEMENT

15.1 PKM Strategy and PKM Tools

15.1.1 The Host City Authority acknowledges and agrees that FIFA may determine the policies, processes and standards for project and knowledge management and select and/or provide a related system, tool or platform (any such system, tool or platform, a "**PKM Tool**"), in relation to the projects, activities, tasks, responsibilities and obligations of FIFA, the Host Association, any Co-Host Association, the CONMEBOL Host Association, the Host City Authority and third parties in respect of the hosting, organisation and/or staging of the Competition (and the Centenary Celebration) (any such policies, processes and standards, together, the "**PKM Strategy**").

15.1.2 Unless expressly permitted or required under this Agreement, the Host City Authority shall not exploit or use (or grant the right to any third party to exploit or use) any PKM Tool and/or any content, data, documentation and/or materials hosted within, or generated by, any PKM Tool.

15.2 Compliance with PKM Strategy and Use of PKM Tools

The Host City Authority shall:

15.2.1 at all times, comply with and implement the PKM Strategy (including by ensuring that the Host City Project Plan complies with the PKM Strategy to the extent required by FIFA) and, if requested by FIFA, use the relevant PKM Tool in connection with the fulfilment of its responsibilities, the performance of its obligations and the exercise of its rights hereunder; and

15.2.2 if and to the extent requested by FIFA, ensure that any third party with whom the Host City Authority contracts in connection with the Competition or otherwise in connection with this Agreement (as contemplated by Clause 22.8) shall at all times implement and comply with the PKM Strategy and use the relevant PKM Tool in connection with their Competition-related responsibilities and obligations (as directed by FIFA) and ensure that any project-related details and milestones relating to the relevant third party agreement are promptly and accurately integrated into, and fully reflected in, the relevant PKM Tool.

PART 6 – HOST CITY AUTHORITY RIGHTS

16. HOST CITY AUTHORITY RIGHTS

16.1 Host City Events

16.1.1 The Host City Authority shall be entitled to host, organise and stage Host City Events in the Host City, subject to the terms and conditions of this Agreement and in accordance with any guidelines issued by FIFA in connection with such Host City Events and the following specific requirements:

16.1.1.1 the Host City Authority shall obtain FIFA's approval in relation to the proposed hosting, organisation and staging of each Host City Event and shall host, organise and stage each approved Host City Event strictly in accordance with such approval and any conditions attaching thereto;

16.1.1.2 pursuant to Clause 43.2, the Host City Authority may use the Competition Marks specified in Clause 43.2 in relation to the Host City Events, subject to the prior approval by FIFA and in accordance with the provisions of Clause 43;

16.1.1.3 the Host City Authority shall ensure that Commercial Affiliates are given, free of charge, such branding as is required by FIFA at each Host City Event;

16.1.1.4 the Host City Authority may not grant any commercial or other rights or opportunities at, or in relation to, any Host City Event to any third party unless any such grant of rights is approved by FIFA;

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16.1.1.5 the Host City Authority shall grant any Commercial Affiliates in any food and beverage product category a first and exclusive right of negotiation and a "matching right" to supply their products at each Host City Event, in each case pursuant to, and in accordance with Clause 41.2; and

16.1.1.6 the sale of official licensed products at any Host City Event shall be exclusively conducted by the entity appointed by FIFA as the relevant official retailer for official licensed products in relation to the Competition, to which the Host City Authority shall provide reasonably adequate space and utilities, on an "at cost" basis.

16.1.2 The Host City Authority shall ensure that any location used in connection with any Host City Event is free and clear of any visible, audible or otherwise detectable sponsorship identifications, advertising, branding and other promotional messaging and materials (whether commercial or non-commercial) for such period as FIFA may require in relation to any Host City Event.

16.1.3 The Host City Authority shall prepare a detailed and comprehensive concept and strategy for the hosting, organisation and staging of Host City Events and the fulfilment and performance of its responsibilities and obligations in relation to the Host City Events and shall submit it to FIFA for its approval on or before 30 June 2027. Such concept shall describe in detail all relevant information relating to the hosting, organisation and staging of each of the proposed Host City Events, including a list of planned events and activities as well as the location, main content and objective of the same. The Host City Authority shall fully implement and comply with this concept and strategy (as it is approved by FIFA) in a timely manner, unless otherwise approved or directed by FIFA.

16.2 Host City Poster

16.2.1 In the event that FIFA elects to create a Host City Poster relating to the Host City, the Host City Authority:

16.2.1.1 shall be entitled to support FIFA in connection with the creation and design of the Host City-specific design element contained in such Host City Poster, in such manner as is determined by FIFA;

16.2.1.2 acknowledges and agrees that FIFA shall have approval over the final design of such Host City Poster (including in respect of the Host City-specific element thereof) and FIFA shall determine all aspects relating to the production, use and marketing of such Host City Poster; and

16.2.1.3 shall be entitled to use such Host City Poster: (i) as a Premium in accordance with Clause 43.2.1.2; and (ii) to promote and communicate its status as a host city of the Competition, in each case, in accordance with this Agreement and any guidelines, directions and instructions issued by FIFA from time to time.

16.2.2 In the event that, by virtue of the Host City Authority's support pursuant to Clause 16.2.1.1 or otherwise, any right, title or interest in or to the relevant Host City Poster or the Host-City specific design element or any other element thereof vests in or falls under the control of the Host City Authority (or any third party), the assignment of rights provisions set out in Clause 42.3 shall apply thereto and the Host City Authority shall ensure that any and all such rights are assigned to FIFA, in accordance with Clause 42.3, prior to any production, and the public launch, of the relevant Host City Poster.

16.2.3 The Host City Authority hereby irrevocably waives (and shall ensure that any third party the Host City Authority appoints or engages in connection with the creation and design of any part of the relevant Host City Poster irrevocably waives), in favour of FIFA and to the fullest extent permitted by Applicable Laws, all moral rights and other rights of a similar nature which the Host City Authority (or any such third party) may have at any time in and/or to relevant Host City Poster (or any part thereof).

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16.2.4 The Host City Authority acknowledges and agrees that: (i) FIFA, in accordance with Clause 42.1, is the sole and exclusive owner of all Competition Marks (including all Host City Posters) and retains the sole and exclusive right and authority to determine the manner and extent to which the same are exploited; (ii) FIFA may grant to any third party (including any third party to which it grants any Marketing Rights, Media Rights or other Competition Rights) the right to produce, use and market any Host City Poster for any purpose, on such terms as FIFA determines; and (iii) the production and sale of all Host City Posters and any other products and/or merchandise relating thereto shall be managed exclusively by the Licensee(s) appointed by FIFA for the sale and marketing of the same, and as a result, the Host City Authority is required to source copies of the relevant Host City Poster relating to the Host City from such Licensee(s) for the purpose of exercising the Host City Authority's rights under Clause 16.2.1.3.

16.3 Stadium Recognition

The Host City Authority shall be entitled to have the official name of the Host City (as determined by FIFA) incorporated in certain decoration material displayed in and around the Stadium, in such manner as is determined by FIFA, provided that FIFA decides to produce such decoration material. The Host City Authority acknowledges and agrees that, in order to ensure consistency with the Competition Design, FIFA shall determine the design and content of any such decoration materials. For the avoidance of doubt, FIFA may elect the language used in incorporating the official name of the Host City in any such materials and shall not be obliged to use any language or dialect used in the Host Country or the Host City.

16.4 Official FIFA Competition Website

16.4.1 The Host City Authority shall be entitled to present Host City-related content on a Host City-specific section of the official FIFA competition website in such manner as determined by FIFA. The Host City Authority acknowledges and agrees that:

16.4.1.1 the official FIFA Competition website shall be owned by FIFA and operated by, or on behalf of, FIFA; and

16.4.1.2 FIFA will have the sole editorial and production control over any content hosted on the official FIFA Competition website (including any Host-City specific section thereof) and the final decision on any content appearing thereon, including the right to determine which content is exhibited and which content is withdrawn.

16.4.2 FIFA shall be responsible for the costs and expenses of hosting any Host City-related content on the Host City-specific section of the official FIFA Competition website.

16.4.3 The Host City Authority shall provide all reasonable assistance and support to FIFA in respect of the creation of a Host City-specific section on the official FIFA Competition website, including the provision of imagery and other relevant materials and information, free of charge and free and clear of any copyright (or other rights) of any third party.

16.4.4 FIFA will provide a link to an official Host City website (that has been approved by FIFA) on any relevant Host-City specific section of the official FIFA Competition website (if applicable).

16.5 Host City Website

The Host City Authority shall be entitled to promote and communicate its status as a host city of the Competition on its Host City website, by creating a dedicated section thereon, containing details of its promotional activities and events as well as its support for the Competition, in such manner and for such period as is approved by FIFA. The Host City Authority shall ensure that the Competition-related section of the Host City website is free of any advertising, branding or other promotional content for any third party (commercial or non-commercial) unless approved or directed by FIFA. The Host City website shall be the only Digital Platform through which the Host City Authority shall be entitled to promote and communicate its status as a host city of the Competition and the Host City Authority shall not create or use any other Digital Platform in connection with the Competition.

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16.6 Premiums

The Host City Authority shall be entitled to source Premiums and to distribute them for free in the Host City only, in order to promote its status as a host city of the Competition subject to, and in accordance with, Clause 43.2.1.2.

16.7 Host City Display

The Host City Authority shall be entitled to set up a display to promote and communicate its status as a host city of the Competition, within the area outside of the Stadium and within the area located at or near any Competition-Related Event taking place in the Host City (including the Final Draw, to the extent it takes places in the Host City), subject to FIFA's approval and subject to the availability of space. The Host City Authority acknowledges and agrees that the size of the space made available for the set-up of such display will be determined by FIFA and will depend on the relevant local conditions.

16.8 Host City Printed Materials

The Host City Authority shall be entitled to produce, and distribute free of charge in the Host City (or such other geographic region as FIFA shall approve), flyers and other printed materials to promote and communicate its status as a host city of the Competition, in such manner as determined by FIFA, provided that all such materials (including the layout and content thereof) are approved by FIFA. Further, the Host City Authority acknowledges and agrees that all printed materials produced and distributed by, or on behalf of, the Host City Authority shall:

16.8.1 incorporate such branding as specified by FIFA (including branding for the Competition, the specific Competition-Related Event and/or Commercial Affiliates), in such manner as is required by FIFA; and

16.8.2 be free of any advertising, branding or other promotional content (commercial or non-commercial) for any third party unless approved or directed by FIFA.

16.9 Tickets

Subject to the Ticketing plan to be developed by FIFA, the Host City Authority shall be entitled to purchase a certain number of Tickets and Ticket-related products for the Matches staged in the Venue (in such amounts to be determined by FIFA), prior to such Tickets or Ticket-related products being released for sale to the general public. In such event, the Host City Authority shall not use the relevant Tickets or Ticket-related products for any commercial purposes (whether by way of prize offerings, competitions, sweepstakes or otherwise) and shall fully comply with any standard terms and conditions and other special requirements stipulated by FIFA in relation to the same.

PART 7 – GENERAL PRINCIPLES

17. STAKEHOLDER COORDINATION

17.1 Role of Host City Authority

The Host City Authority acknowledges and agrees that the successful hosting, organisation and staging of the Competition in the Venue is not limited to the organisation of relevant Match(es) but consists of various other organisational and administrative tasks and activities which are to be conducted by the Host City Authority (as set out in this Agreement and the Hosting Requirements) and by various other Venue stakeholders. As part of the Host City Authority's role in connection with the Competition, it shall ensure efficient and effective coordination between all stakeholders in or relevant to the Venue (and across all Sites within the Venue), as further set out in this Clause 17.

17.2 Stakeholder Coordination

In connection with the planning, hosting, organisation and staging of the Competition in the Venue, the Host City Authority shall:

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- 17.2.1 establish and maintain close coordination and communication with all other Governmental Authorities in respect of all organisational, administrative and operational matters, including in order to ensure:
 - 17.2.1.1 the issuance of all applicable and necessary licences, authorisations, permits, grants, orders, decisions and other acts by such Governmental Authorities; and
 - 17.2.1.2 the delivery of all necessary public services, including in respect of Event Transport, public transport, safety and security, medical services, the IT Solution, Volunteers, the Venue Dressing Programme and the protection and enforcement of the Competition Rights;
- 17.2.2 establish and maintain close coordination and communication with all other stakeholders in, or relevant to, the Venue whose participation in the planning, organisation, operation and/or staging of the Competition in the Venue may have a material impact upon the successful hosting, organisation and staging of the Competition in the Venue, in order to support the fulfilment of their responsibilities, performance of their obligations and delivery of their contributions, including the Stadium Authority, Training Site Authority/ies, Airport Authority/ies, Accommodation Authorities and transport authorities and operators;
- 17.2.3 without limitation to its obligations under Clauses 17.2.1 and 17.2.2, establish and maintain close coordination and communication with the Host Association (and any Co-Host Associations), FIFA, the relevant Governmental Authorities (including the Government) and the Stadium Authority to ensure the smooth integration of each Governmental Authority's and Stadium Authority's activities with FIFA and the Delivery Entity's/ies' operational activities relating to the Competition, including in respect of spectator transport, Official Accommodation, Spectator Services and safety and security; and
- 17.2.4 upon request by FIFA (and in such form as is requested by FIFA), provide a written undertaking of support to FIFA from each third party involved in the performance of the Host City Authority's obligations under this Agreement.

17.3 Venue Committee

- 17.3.1 Within three (3) months after the appointment of the Host City Authority pursuant to Clause 6 (or such later date as determined by FIFA), the Host City Authority shall, together with the Stadium Authority, establish a committee to act as the central and primary contact for FIFA, the Delivery Entity/ies, the Host Association, any Co-Host Associations and the CONMEBOL Host Associations in relation to all matters connected with the hosting, organisation and staging of the Competition in the Venue and to facilitate cooperation between such stakeholders and the coordination of their activities in relation to the same ("**Venue Committee**").
- 17.3.2 The Host City Authority shall ensure that:
 - 17.3.2.1 the Venue Committee comprises competent senior representatives of the Host City Authority (including the Host City officer appointed pursuant to Clause 22.3), any Additional Authorities, the Stadium Authority (including any relevant Stadium Manager(s)), Training Site Authority/ies (including the Training Site Manager(s)), the Airport Authority/ies and the operators of any other key Sites within the Venue (as determined by FIFA) and, if requested by FIFA, representatives from FIFA, any Delivery Entity, the Host Association and/or any Co-Host Association;
 - 17.3.2.2 the Venue Committee meets regularly from its establishment until the completion of the Competition, at such locations and frequency as FIFA shall determine; and
 - 17.3.2.3 FIFA and the Host Association (together with such other representatives as directed by FIFA) shall be invited to all meetings of the Venue Committee and the Host City Authority shall provide FIFA and the Host Association with reasonable prior notice of any such meeting together with the agenda thereof. Each of FIFA and the Host Association may decide whether it will attend and/or speak at any such meeting.

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17.3.3 The Host City Authority acknowledges and agrees that any guidelines, directions, requests, instructions, determinations, elections, decisions or recommendations communicated by FIFA and/or any Delivery Entity to the Venue Committee which relate to any responsibility or obligation of the Host City Authority or the matters contemplated by this Agreement shall be binding on the Host City Authority and be deemed to have been received by the Host City Authority.

17.3.4 The Venue Committee shall not take the form of a separate legal entity and the Host City Authority shall not, without FIFA's approval, create or permit the creation of any new legal entity, joint venture, partnership or similar entity or structure with any other participating stakeholder(s) in order to coordinate, cooperate or otherwise work together in relation to their activities, responsibilities, obligations or rights in relation to the Competition.

18. COMPETITION VISION AND HOST CITY DECLARATION

18.1 The Host City Authority acknowledges and agrees that, as part of its Formal Bid, the Host Association was required to submit to FIFA:

18.1.1 a hosting vision and strategy, and FIFA may decide to prepare an overall vision for the Competition (which may include the Centenary Celebration) which may take into account such hosting vision and strategy (or aspects thereof) (the "**Competition Vision**"); and

18.1.2 a Host City Declaration in relation to the Host City, which complies fully with, and does not deviate in any way from, the template Host City Declaration provided by FIFA to the Host Association during the Bidding Process and which has been duly executed by the Host City Authority.

18.2 The Host City Authority shall ensure that all of its activities in connection with the hosting, organisation and staging of the Competition in the Venue, including the fulfilment of its responsibilities, the performance of its obligations, and the exercise of its rights under this Agreement, best-possibly reflect, and are aligned with, and are not inconsistent with, the Competition Vision (if any) and the Host City Declaration.

18.3 For the avoidance of doubt, nothing in the Competition Vision (if any) or the Host City Declaration relating to the Host City shall affect any responsibilities or obligations of the Host City Authority under this Agreement.

19. LEGAL OPINION

Upon FIFA's request, the Host City Authority shall deliver to FIFA one or more legal opinions relating to certain legal aspects of this Agreement and/or the Host City's involvement in the Competition, each of which has been prepared by a suitably qualified and experienced independent lawyer in its Host Country of the highest professional reputation who has been approved by FIFA.

20. HOSTING REQUIREMENTS

20.1 General

This Agreement is supplemented by the Hosting Requirements which form an integral part of this Agreement and, as such, are binding on the Host City Authority.

20.2 Initial FWC2030 Hosting Requirements

The Host City Authority acknowledges and agrees that:

20.2.1 it has received and reviewed the Initial FWC2030 Hosting Requirements prior to executing this Agreement and has taken note of and understood the provisions thereof; and

20.2.2 the Initial FWC2030 Hosting Requirements set out FIFA's expectation as to the minimum

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requirements for the hosting, organisation and staging of the Competition, which are based on the operational set-up and the roles, responsibilities and obligations of FIFA, the Host Association any Co-Host Association, the Host City Authority (and other key Competition stakeholders) which, in each case, are anticipated as at the date of issuing the Initial FWC2030 Hosting Requirements, as well being based on the international technological, commercial and infrastructural standards existing as at such date, each of which are subject to change.

20.3 FWC2030 Hosting Requirements

20.3.1 FIFA will issue an updated version of the Initial FWC2030 Hosting Requirements on or before the date that falls two (2) years before the First Match ("**FWC2030 Hosting Requirements**").

20.3.2 The Host City Authority acknowledges and agrees that:

20.3.2.1 the Initial FWC2030 Hosting Requirements shall not constitute a precedent for the requirements reflected in the FWC2030 Hosting Requirements; and

20.3.2.2 the FWC2030 Hosting Requirements may differ from the Initial FWC2030 Hosting Requirements, including as to their content, form and/or structure and may, in particular, contain different descriptions, specifications and quality standards applicable to the Host City Authority's roles, responsibilities and obligations hereunder and/or modifications to those roles, responsibilities and obligations (including by adding or removing responsibilities or obligations) and/or modifications to the operational set-up.

20.4 Modifications to Hosting Requirements

FIFA may from time to time issue modified versions of the Hosting Requirements (including after the issue of the FWC2030 Hosting Requirements, as contemplated by Clause 20.3) to reflect FIFA's vision, objectives and/or strategy for the Competition and/or the latest international technological, commercial and/or infrastructural standards, which may include additional and/or modified responsibilities or obligations and requirements (including descriptions, specifications and quality standards) and/or which may modify the operational set-up and/or the allocation of roles, responsibilities and obligations contemplated by a preceding version of the Hosting Requirements and/or this Agreement or other key stakeholders' Competition-related agreements. For the avoidance of doubt, any such modified version of the Hosting Requirements shall be an integral part of this Agreement (in place of any preceding version) and, as such, shall be binding on the Host City Authority.

21. GENERAL OBLIGATIONS

21.1 General Responsibilities of Host City Authority

Where the Host City Authority is given a responsibility under this Agreement, the Hosting Requirements or any other document with which it is required to comply pursuant to this Agreement, the Host City Authority shall, except to the extent otherwise provided herein, in the Hosting Requirements or any such other document, be responsible for (and shall undertake) all actions necessary to properly fulfil such responsibility in accordance with all applicable requirements of this Agreement and the Hosting Requirements, which shall include the development of any related concepts, strategies and plans (whether or not required expressly hereunder) and the implementation and conclusion thereof.

21.2 General Compliance Obligations

In fulfilling its responsibilities, performing its obligations and exercising its rights under or in connection with this Agreement and in all of its other Competition-Related Activities, the Host City Authority shall at all times:

21.2.1 fulfil, perform and/or exercise the same to the best of its abilities and in accordance with the highest standard of care;

21.2.2 meet, in all respects, the highest standards of organisation and delivery reasonably to be

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expected of a major international sporting event having the stature of the Competition and prevailing in international association football;

- 21.2.3 comply with the FIFA Statutes and the FIFA Regulations (to the extent applicable), the terms and conditions of this Agreement (and the Hosting Requirements as they are incorporated herein) and all relevant approvals, consents, guidelines, directions, requests, instructions, assessments, determinations, elections, decisions or recommendations granted, issued or taken by FIFA from time to time;
- 21.2.4 comply with all Applicable Laws and all applicable duties of care arising under Applicable Laws;
- 21.2.5 act in an efficient manner and seek to increase and promote the standing and traditions of, and goodwill associated with, the Competition and the Centenary Celebration and, in any event, not to (and ensure that its personnel, employees, officials, representatives, consultants and agents do not), engage in any conduct, behaviour, practice or arrangement which is immoral, deceptive or misleading, which compromises or may reflect unfavourably upon the good name, goodwill, standing, reputation or image of, or which may bring into public disdain or disrepute, FIFA, the Competition, the Centenary Celebration, any Delivery Entity, the Host Association, any Co-Host Association, any CONMEBOL Host Association, any Team, any Commercial Rights Holder, and/or the sport of football itself; and
- 21.2.6 comply with, and ensure that its personnel, employees, officials, representatives, consultants and agents shall comply with, the FIFA Code of Conduct for Third Parties (which is incorporated by reference into this Agreement).

21.3 Support Obligations

- 21.3.1 Without prejudice to the Host City Authority's specific responsibilities and obligations under this Agreement (including in relation to providing any specific support to FIFA or the Host Association which is explicitly required herein), the Host City Authority shall generally support FIFA and the Host Association in connection with the fulfilment of any of their roles and responsibilities, the performance of any of their obligations and/or the exercise of any of their rights under this Agreement, and/or any project, task and/or activity to be undertaken by FIFA and/or the Host Association and/or any Co-Host Association in relation to the organisation or staging of the Competition in the Venue. For the avoidance of doubt, the Host City Authority shall ensure that any support that it is obliged to provide under this Clause 21.3.1 (or any other provision of this Agreement) is:
 - 21.3.1.1 performed only if, and to the extent, requested by FIFA (or the Host Association, to the extent that such request is notified to and approved by FIFA);
 - 21.3.1.2 performed in accordance with FIFA's instructions;
 - 21.3.1.3 provided to the best of its abilities; and
 - 21.3.1.4 performed in compliance with the PKM Strategy, the FIFA Sustainable Tournament Requirements, the Anti-Corruption Strategy and Concept and the FIFA Human Rights Plan.
- 21.3.2 The Parties acknowledge and agree that any support requested by FIFA and performed by the Host City Authority pursuant to Clause 21.3.1 shall not be treated as a modification of the Host City Authority's responsibilities or obligations pursuant to, nor shall it be subject to the provisions of, Clause 23.

21.4 Inconsistent Behaviour

The Host City Authority shall refrain from any action or behaviour which is inconsistent with this Agreement and/or the Host City Declaration relating to the Host City or, in each case, the implementation, performance and enforcement thereof.

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21.5 Conflicts

21.5.1 In the event that:

21.5.1.1 there is any conflict between any of the following with which the Host City Authority is obliged to comply (or ensure compliance) hereunder: this Agreement; any Joinder Agreement; the Host City Declaration relating to the Host City; the FIFA Sustainable Tournament Requirements; the Hosting Requirements; any other agreement or document; any approval; any consent; any guideline; any direction; any request; any instruction; any assessment; any determination; any election; any decision; and any recommendation; and

21.5.1.2 any such conflict is not specifically reconciled in the relevant agreement, document, approval, consent, guideline, direction, request, instruction, assessment, determination, election, decision or recommendation, then:

- (i) FIFA shall be entitled to decide, and inform the Host City Authority, which provision shall govern and/or how the conflicting provisions shall otherwise be reconciled; and
- (ii) until FIFA informs the Host City Authority of its decision pursuant to Clause 21.5.1.2(i), the Host City Authority shall fulfil its responsibilities, perform its obligations and exercise its rights hereunder, and shall conduct all of its other Competition-Related Activities, in accordance with those of the conflicting provisions that provide for, or will result in, higher or stricter standards being implemented.

21.5.2 The Host City Authority shall promptly notify FIFA in the event that it becomes aware of any conflict referred to in Clause 21.5.1.1.

22. PLANNING OBLIGATIONS

22.1 Host City Project Plan

22.1.1 By no later than the date falling six (6) months after the Effective Date (or such later date as determined by FIFA) the Host City Authority shall submit an overall project plan to FIFA for its approval, in such format as FIFA shall determine and otherwise in accordance with FIFA's instructions (the final plan approved by FIFA in accordance with this Clause 22.1.1, as it may be modified in accordance with Clause 22.1.2, the "**Host City Project Plan**"), which shall include:

22.1.1.1 details of the manner in which the Host City Authority intends to fulfil its responsibilities, perform its obligations and exercise its rights under this Agreement, with reference to key milestones, specific deliverables and the Host City Budget; and

22.1.1.2 organisational charts and proposed staffing plans in connection with the fulfilment of its responsibilities, performance of its obligations and exercise of its rights pursuant to this Agreement.

22.1.2 The Host City Authority shall:

22.1.2.1 regularly update the Host City Project Plan as is necessary to demonstrate progress against any defined milestones or deliverables contained therein and to reflect any modifications to the Host City Authority's responsibilities or obligations made pursuant to this Agreement (including pursuant to Clause 23) or at any other time if directed by FIFA, and the Host City Authority shall submit such revised Host City Project Plan to FIFA for its approval; and

22.1.2.2 fully implement and comply with the Host City Project Plan, together with all relevant aspects of any overall Competition project plan (as contemplated by Clause 22.1.3) in

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a timely manner, unless otherwise directed or approved by FIFA.

- 22.1.3 The Host City Authority acknowledges and agrees that FIFA may integrate the Host City Project Plan into any overall Competition project plan, and in such circumstances, FIFA shall, in consultation with the Host City Authority, determine the process for updating the relevant aspects of such overall Competition project plan.

22.2 Host City Budget

- 22.2.1 Upon request by FIFA, the Host City Authority shall, in such format as FIFA shall determine and otherwise in accordance with FIFA's instructions, prepare a proposed budget which shall:

22.2.1.1 include an annual budget for each calendar year during the Term for those costs and expenses that the Host City Authority will incur (or anticipates incurring) in connection with the fulfilment of its responsibilities and performance of its obligations under this Agreement; and

22.2.1.2 provide details of any subsidy, funding, contributions or other revenues which the Host City Authority or any affiliated third party reasonably anticipates receiving in connection with the hosting, organisation or staging of the Competition or its responsibilities, obligations or rights under this Agreement,

and shall submit such proposed budget to FIFA on or before such date as directed by FIFA (the final budget, as it may be modified in accordance with Clause 22.2.4, the "**Host City Budget**").

- 22.2.2 The Host City Authority shall provide FIFA with annual financial reports setting out a detailed variance analysis of:

22.2.2.1 actual costs and expenses incurred as against the Host City Budget; and

22.2.2.2 all subsidies, funding, contributions and other revenues actually received by the Host City Authority (or any affiliated third party) as against the Host City Budget,

in each case to FIFA's satisfaction, in English, and on or before such dates as are directed by FIFA.

- 22.2.3 The Host City Authority shall promptly notify FIFA if:

22.2.3.1 it reasonably anticipates that the amount of any costs or expenses incurred or anticipated in relation to any item in the Host City Budget exceeds (or will exceed), the relevant amount budgeted therefor in the Host City Budget; and/or

22.2.3.2 it or any of its affiliated entities receives any subsidy, funding, contributions or other revenues in connection with the hosting, organisation or staging of the Competition or any of its responsibilities, obligations or rights in relation thereto from any third party (or receives any commitment to receive the same).

- 22.2.4 Following any notification made to FIFA pursuant to Clause 22.2.3 and at any other time upon request by FIFA, the Host City Authority shall promptly submit to FIFA an updated version of the Host City Budget.

22.3 Host City Officer

By no later than the date falling three (3) months after the Effective Date, the Host City Authority shall appoint a suitably qualified and experienced Host City officer to be responsible for the overall coordination of all responsibilities and obligations of the Host City Authority as set out in this Agreement (in particular, in relation to stakeholder coordination pursuant to Clause 17.2). The Host City officer shall act as primary local contact for all coordination and communication matters between the Host City Authority and FIFA, the Delivery Entity/ies, the Host Association, any Co-Host Associations and all other relevant Governmental Authorities and shall be fluent in English and the local language of the

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Host Country (both spoken and written).

22.4 Communication

22.4.1 The Host City Authority acknowledges and agrees that FIFA retains the right to determine the manner in which FIFA, the Delivery Entity/ies, the Host Association and any Co-Host Associations communicate with the Host City Authority and how the Host City relationship is managed (in particular, with respect to the fulfilment of the Host City Authority's responsibilities, the performance of its obligations and the exercise of its rights pursuant to this Agreement).

22.4.2 Notwithstanding the establishment of the Venue Committee pursuant to Clause 17.3.1, the Host City Authority shall act as, and shall remain the primary contact for, FIFA, the Delivery Entity/ies, the Host Association and any Co-Host Association(s) in respect of all communications with other Governmental Authorities in relation to all matters connected with the hosting, organisation and staging of the Competition in the Venue, save to the extent that FIFA requests that direct communication is established between FIFA and the other relevant Governmental Authorities, in which case, the Host City Authority shall facilitate such direct communication.

22.5 Information and Reporting

The Host City Authority shall keep FIFA fully informed in relation to the fulfilment of its responsibilities, the performance of its obligations and the exercise of its rights hereunder and, without limitation to the foregoing, shall:

22.5.1 at any time reasonably requested by FIFA, promptly prepare and provide to FIFA detailed written reports in respect of the aforementioned and its other plans and activities relating to the Competition, in such form as FIFA may reasonably specify;

22.5.2 immediately inform FIFA in writing of any actual or reasonably likely act, event, omission or circumstance of which it becomes aware which could reasonably be expected to have a material effect on the hosting, organisation and/or staging of the Competition in the Venue or the fulfilment of the Host City Authority's responsibilities, the performance of its obligations or the exercise of its rights hereunder; and

22.5.3 at any time reasonably requested by FIFA, promptly provide FIFA with copies of any agreement, written communication or other document (in any medium) relating to the Competition or the Host City Authority's responsibilities, obligations or rights under this Agreement which is in the possession, or under the control, of the Host City Authority, including, prior to any relevant due date, works-in-progress and/or drafts of any strategy, proposal, concept, plan or protocol to be prepared and/or delivered by the Host City Authority hereunder.

22.6 Inspection Visits

The Host City Authority acknowledges and agrees that FIFA shall have the right, at any time, to inspect any areas and/or facilities within the Venue for purposes related to the use of the Venue in connection with the Competition (including any areas and facilities proposed to be used in connection with any FIFA Fan Festival). FIFA will inform the Host City Authority reasonably in advance of any such inspection visits, outlining in detail the programme and content as well as information required to be prepared by the Host City Authority. The Host City Authority shall be responsible for communicating and coordinating with FIFA in relation to any such inspection and shall fully cooperate with FIFA in relation thereto, including by making suitably senior, knowledgeable and experienced representatives of the Host City Authority and other relevant Governmental Authorities (including the Host City officer appointed pursuant to Clause 22.3) available to meet with FIFA.

22.7 No Major Events

The Host City Authority shall (except as required hereunder or otherwise determined by FIFA):

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- 22.7.1 ensure that no major sporting event (other than the Competition), takes place in the Venue in the period from and including the date falling two (2) weeks before the commencement of the First Match until and including the date falling one (1) week after the conclusion of the Final Match;
- 22.7.2 ensure that no other public or private event that could draw together large numbers of people (e.g. music concerts) and/or have a material impact on the successful hosting, organisation or staging of the Competition in the Venue takes place in the Venue in each of the following periods (except, in each case, with FIFA's approval):
 - 22.7.2.1 from and including one (1) day prior to each Match Day until and including one (1) day after each Match Day; and
 - 22.7.2.2 if the opening ceremony for FIFA World Cup 2030™ takes place in the Venue, from and including one (1) day prior to the same, until and including one (1) day after the same; and
- 22.7.3 devote greater resources to the promotion of the Competition during the twelve (12) months prior to the commencement of the Competition Period than it shall in respect of any other major sporting event to be staged in the Venue.

22.8 Agreements with Third Parties

The Host City Authority shall be permitted to enter into agreements with third parties to assist it in the fulfilment of its responsibilities, the performance of its obligations and/or exercise of its rights under this Agreement, provided that each such agreement complies with, and is otherwise consistent with, the terms of this Agreement and the Host City Authority's responsibilities, obligations and rights hereunder (as they may be modified from time to time) and does not directly or indirectly grant (or purport to grant) any of its rights or benefits under this Agreement to any such third party. Subject to Clause 11.2 in relation to any Joinder Agreement(s), the Host City Authority acknowledges and agrees that:

- 22.8.1 no such agreement shall constitute an amendment to this Agreement;
- 22.8.2 all of the Host City Authority's responsibilities and obligations resulting from, or in connection with, this Agreement shall remain completely unaffected, and not be superseded in any manner, by any such agreement (and/or any further agreements entered into between the Host City Authority and the relevant third party);
- 22.8.3 the Host City Authority shall not be released from, and shall remain fully liable for, all of its responsibilities, obligations, commitments, representations, warranties and indemnities under this Agreement notwithstanding the execution of any such agreement (and/or such further agreement);
- 22.8.4 where FIFA is a party to the relevant agreement, it permits FIFA to transfer such agreement (or parts of it) to any Delivery Entity/ies (or any other person nominated by FIFA) and/or permits any Delivery Entity/ies (or any other person nominated by FIFA) to assume the obligations of FIFA or exercise the rights of FIFA thereunder in accordance with the provisions thereof, at any time upon FIFA's prior written request;
- 22.8.5 where FIFA is not party to the relevant agreement:
 - 22.8.5.1 it permits the Host City Authority to transfer such agreement (or parts of it) to FIFA and/or any Delivery Entity/ies (or any other person nominated by FIFA) and/or permits FIFA or any Delivery Entity/ies (or any other person nominated by FIFA) to assume the obligations of the Host City Authority or exercise the rights of the Host City Authority under such agreement in accordance with the provisions thereof, at any time upon FIFA's prior written request; and/or
 - 22.8.5.2 identifies FIFA and/or the Delivery Entity/ies as a third party beneficiary (or third party beneficiaries), where requested by FIFA; and

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22.8.6 it shall comply with, and take any steps necessary to implement, any written request by FIFA:

22.8.6.1 if FIFA is a party to such agreement, to transfer such agreement (or parts of it) to any Delivery Entity/ies (or any other person nominated by FIFA) and/or for any Delivery Entity/ies (or any other person nominated by FIFA) to assume the obligations and/or exercise the rights of FIFA thereunder in accordance with the provisions thereof; or

22.8.6.2 if FIFA is not party to such agreement, to transfer such agreement (or parts of it) to FIFA or any Delivery Entity/ies (or any other person nominated by FIFA) and/or for FIFA or any Delivery Entity/ies (or any other person nominated by FIFA) to assume the obligations and/or exercise the rights of the Host City Authority under such agreement in accordance with the provisions thereof;

22.8.7 it shall ensure that the relevant third party (and their sub-contractors) comply with any approvals, consents, guidelines, directions, requests, instructions, assessments, determinations, elections, decisions or recommendations granted, issued or taken by FIFA that are relevant to such third party agreement; and

22.8.8 any such third party agreement shall include any specific clauses or undertakings which this Agreement obliges the Host City Authority to incorporate into such third party agreement (including those set out in Clauses 42.3.5).

Except as expressly permitted by this Clause 22.8, the Host City Authority shall not enter into any agreement with any third party in relation to the Competition or the Centenary Celebration.

22.9 Duty to Ensure

Wherever, in this Agreement, the Host City Authority is obliged to ensure that any third party complies with any obligation or that any third party takes, or omits to take, any action:

22.9.1 such obligation shall be construed as an obligation to which article 111 of the Swiss Code of Obligations applies; and

22.9.2 any failure by the Host City Authority to ensure that such third party complies with any material obligation of that third party shall constitute a material breach of this Agreement for the purposes of Clause 52.1.2 or 52.1.3 (as applicable).

23. MODIFICATIONS TO OBLIGATIONS

23.1 Modifications by FIFA

Subject to Clause 23.2, and without prejudice to FIFA's rights under Clause 53, FIFA may, at any time during the Term:

23.1.1 reduce, enhance or otherwise modify any responsibility or obligation of the Host City Authority, including by specifying more detailed requirements and specifications in relation thereto;

23.1.2 impose additional responsibilities or obligations on the Host City Authority, including responsibilities or obligations which were previously identified as responsibilities or obligations of FIFA, any Delivery Entity, the Host Association, any Co-Host Association, any CONMEBOL Host Association or any third party under this Agreement, the Hosting Requirements or the hosting requirements for the Centenary Celebration;

23.1.3 modify the operational set-up and/or roles and responsibilities of FIFA, any Delivery Entity, the Host Association, any Co-Host Association, the CONMEBOL Host Association, the Host City Authority (or other key stakeholders involved with the hosting, organisation and/or staging of the Competition and/or the Centenary Celebration), in respect of any operational area or any sub-project, activity or task in each case, as originally contemplated by this Agreement, the Hosting Requirements or the hosting requirements for the Centenary Celebration; and/or

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23.1.4 assume, or otherwise relieve the Host City Authority from, any of its responsibilities or obligations,

in each case, in so far as they relate to the Venue and/or the Host City, to reflect FIFA's vision, objectives and/or strategy for the Competition and/or the Centenary Celebration and/or the latest technological, commercial and/or infrastructural standards for the Competition and/or the Centenary Celebration.

23.2 Manner of Modifications

23.2.1 Any modification referred to in Clause 23.1 may be effected by way of an updated version of the Hosting Requirements issued by FIFA in accordance with Clauses 20.3 or 20.4, by way of any written document or notice (in physical or electronic format, including e-mail) provided by FIFA to the Host City Authority from time to time or via such other method as FIFA may determine from time to time (acting reasonably), including through any electronic event administration platform which exists or is created by or on behalf of FIFA in the future to which the Host City Authority is granted access.

23.2.2 Prior to the Host City Authority performing any modified or additional responsibility or obligation as contemplated by Clause 23.1, FIFA may:

23.2.2.1 provide, by written notice to the Host City Authority, additional details outlining the scope of such modified or additional responsibility or obligation, together with any terms, specifications and/or standards applicable thereto and/or any necessary consequential amendments required to this Agreement to implement such modification; and

23.2.2.2 request that the Host City Authority prepare and provide to FIFA a written proposal on or before any date specified by FIFA describing its proposed manner of satisfying such responsibility or obligation, for FIFA's approval.

23.3 Impact of Modifications

23.3.1 In respect of any modification effected pursuant to Clause 23.2.1:

23.3.1.1 such modification shall be deemed to be incorporated into this Agreement and be binding on the Host City Authority from the date of receipt by the Host City Authority of (as applicable) the updated Hosting Requirements, relevant document, notice or other notification (or from such later date explicitly referred to therein);

23.3.1.2 the binding nature thereof shall not be affected by any agreements (whether entered into before or after the relevant modification becomes binding on the Host City Authority pursuant to Clause 23.3.1.1) between the Host City Authority and any third party(ies);

23.3.1.3 where applicable, the Host City Authority shall ensure that all relevant third parties who are affected by such modification comply therewith and the Host City Authority shall remain fully liable in connection with such third parties' compliance;

23.3.1.4 the Host City Authority shall not be entitled to terminate this Agreement as a result of such modification;

23.3.1.5 the Host City Authority shall not have any right or claim to damages or other compensation against FIFA, any Delivery Entity, FIFA's direct and indirect subsidiaries (and/or any of their directors, officers, members, personnel, auxiliary persons, employees, agents, consultants, contractors or representatives), the Host Association, any Co-Host Association or any CONMEBOL Host Association, and the Host City Authority waives all such rights and claims in relation to such modification;

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23.3.1.6 the Host City Authority shall fully cooperate with, and assist, FIFA in relation to the implementation of such modification; and

23.3.1.7 the Host City Authority shall not make any public statement or announcement in relation to such modification without FIFA's approval.

23.3.2 In the event that FIFA assumes or otherwise relieves the Host City Authority from any responsibility or obligation pursuant to Clause 23.1.4, the Host City Authority shall return any unused/not-consumed goods directly or indirectly received from FIFA or any of FIFA's appointees in relation to any responsibility or obligation of which the Host City Authority has been relieved.

23.3.3 The Parties acknowledge and agree that any approvals, consents, guidelines, directions, requests, instructions, assessments, determinations, elections, decisions or recommendations granted, issued or taken by FIFA from time to time in connection with this Agreement or any of the Host City Authority's Competition-Related Activities, shall not be treated as a modification of the Host City Authority's responsibilities or obligations pursuant to, nor shall it be subject to the provisions of, Clause 23.

23.4 Cost of Modifications

The Host City Authority shall, in accordance with Clause 47, exclusively bear any additional costs and expenses it incurs as a result of any modification effected by FIFA pursuant to Clause 23.2, and the Host City Authority may not seek any compensation or other consideration from FIFA, any Delivery Entity, the Host Association, any Co-Host Association, any CONMEBOL Host Association or any third party relevant to this Agreement.

PART 8 – HOST CITY AUTHORITY OBLIGATIONS

24. GENERAL HOST CITY AUTHORITY SUPPORT

24.1 Matches, Competition-related Events and Identification of Spaces and Facilities

The Host City Authority shall support FIFA and the Host Association in connection with:

24.1.1 the organisation and staging of Matches in the Venue, including in respect of all operational matters on Match Days across the Venue;

24.1.2 the provision of suitable locations for Competition-Related Event(s) taking place in the Venue (and in the vicinity thereof), ensuring the availability and supply of all required utilities (such as water, power, cleaning, waste management, signage and toilets) and sufficient parking spaces and facilities at such location(s);

24.1.3 the organisation and staging of any Competition-Related Event(s) taking place in the Venue, which support shall include:

24.1.3.1 the provision of emergency, safety and security services in relation to such Competition-Related Events, pursuant to Clause 32;

24.1.3.2 support and assistance for FIFA and the Host Association's local promotional activities in relation to such Competition-Related Events; and

24.1.3.3 any other support and assistance as reasonably requested by FIFA, the Host Association and/or any Co-Host Association in relation to such Competition-Related Events; and

24.1.4 the identification and provision of all spaces and facilities in the Venue which are required by FIFA, the Host Association and/or any Co-Host Associations in connection with certain organisational tasks to be performed during the Competition Period and in connection with any Competition-Related Events, in particular spaces and facilities near the Stadium on Match Days

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(including facilities in the Venue to be used as Volunteer Centres, Ticketing Centres (and Ticket service points) and/or Accreditation Centres).

24.2 Municipal Special Laws

24.2.1 The Host City Authority shall ensure that all Municipal Special Laws as are necessary to ensure the implementation, performance and enforcement of:

24.2.1.1 this Agreement;

24.2.1.2 the Host City Declaration relating to the Host City; and

24.2.1.3 any Government Guarantee(s), to the extent that the same relate or pertain to the Venue,

are enacted and/or granted in close consultation with, and in such manner as is determined (as and when required) by FIFA.

24.2.2 Without prejudice to the Host City Authority's obligation under Clause 24.2.1 to ensure that the necessary Municipal Special Laws are enacted and/or granted as and when required by FIFA, the Host City Authority shall, in any case, ensure that the same are enacted and/or granted on or before the relevant date(s) specified in this Agreement, the relevant Government Guarantee(s) or the Government Legal Statement (whichever is the earlier). If no relevant date is specified in this Agreement or in the relevant Government Guarantee, then the earlier of the relevant date specified in the Government Legal Statement (if any) and 30 June 2026 shall apply.

24.3 Municipal Licences and Permits, etc.

The Host City Authority shall grant, issue or obtain, in a timely and accelerated manner and as requested by FIFA, any Delivery Entity and/or any third party appointed by FIFA or any Delivery Entity, any decree, licence, authorisation, permit, order, decision and/or other act as may be required to ensure that:

24.3.1 FIFA, any Delivery Entity and/or any third party appointed by FIFA or any Delivery Entity; and

24.3.2 the Host Association and/or any Co-Host Association(s),

may fulfil their responsibilities, perform their obligations, exercise their rights and carry out their contemplated activities in relation to the Competition in the Venue (including in relation to any Competition-Related Event(s) in the Venue).

24.4 Retail Opening Hours

The Host City Authority shall ensure that all bars, restaurants and shops situated within the Venue are granted all necessary permits, concessions and/or licenses to trade and/or operate on each Match Day with "late night" trading hours and without any trading hour restrictions which would otherwise apply as a result of the Match taking place on a bank holiday, national holiday or any other restricted trading day.

25. STADIUM

25.1 Support re: Stadium

The Host City Authority shall support FIFA, the Host Association, any Co-Host Association(s) and the Stadium Authority, in full compliance with this Agreement and the Hosting Requirements, in relation to the use and operation of the Stadium for the Competition, including through the provision of all spaces, facilities, utilities and infrastructure required.

25.2 Stadium Name

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The Host City Authority acknowledges and agrees that FIFA may select any commercial or non-commercial name that it deems appropriate to be the official name of the Stadium for Competition-related purposes (for example, "[Official Competition Title] Stadium [Host City]") and that such official name may exclude any reference to any naming rights sponsor, owner or user of the Stadium. The Host City Authority shall:

- 25.2.1 exclusively use, and shall use its best endeavours to ensure that other Governmental Authorities in or relevant to the Venue exclusively use, throughout the Term, the official Stadium name (as determined by FIFA) for any Competition-related purposes, including in, at or on any press releases, press conferences, printed materials, any Digital Platform or other marketing or promotional materials, or any other public written or oral statements;
- 25.2.2 not use, and shall use its best endeavours to ensure that no other Governmental Authorities in or relevant to the Venue uses, throughout the Term, any name, logo or other identifying element for the Stadium that includes any reference to any Stadium naming rights sponsor, owner or user (or any other third party brand or reference) in any context that refers, directly or indirectly, to the Competition (and/or the Centenary Celebration) including in, at or on any press releases, press conferences, printed materials, any Digital Platform or other marketing or promotional materials, or any other public written or oral statements; and
- 25.2.3 ensure that, and shall use its best endeavours to ensure other Governmental Authorities in or relevant to the Venue ensure that, any directional signage to the Stadium in the Venue will only display the official Stadium name (as determined by FIFA) as of at least fourteen (14) days prior to the First Match (or the first Competition-related Event taking place at the Stadium, whichever is earliest) and be implemented in accordance with the Competition Design.

25.3 Clean Zone

25.3.1 The Host City Authority shall take all necessary measures in relation to the Clean Zone which are set out in this Agreement, the Hosting Requirements and/or which are otherwise required by FIFA, the Host Association and/or any Co-Host Association. In particular, the Host City Authority shall:

25.3.1.1 ensure that the Clean Zone at the Stadium complies with the following requirements on each Match Day and on the day before each Match Day:

- (i) the Clean Zone shall be free and clear of any Outdoor Media (except Outdoor Media to be used by FIFA or Commercial Affiliates), which may be effected through the temporary removal or covering of the same, in accordance with any instructions given by FIFA;
- (ii) no events or other activities may be held within the Clean Zone (including in any buildings or other facilities) which in the opinion of FIFA may impact on the organisation, staging and/or marketing of the relevant Match;
- (iii) public sales of food, beverages, fan items, souvenirs and/or similar products in the Clean Zone (including in, or from, any buildings or other facilities) shall take place in accordance with any restrictions and instructions to be defined and provided by FIFA; and
- (iv) the Clean Zone shall be subject to strict traffic restrictions to ensure regulated and controlled access and circulation only, including the implementation of an access permission system with access permit controls operated by relevant public authorities;

25.3.1.2 for the duration of the Competition Period:

- (i) ensure, to the extent permitted by Applicable Laws, that the Clean Zone is free and clear of any advertisement and other commercial identification and that any advertisement or other commercial identification located within the Clean Zone

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is removed or fully covered (unless approved by FIFA):

- (ii) not grant, and shall use its best endeavours to ensure that other Governmental Authorities in or relevant to the Venue do not grant, any permits, concessions or licences for any commercial, promotional or other events or activities within the Clean Zone (unless approved by FIFA); and
- (iii) suspend, and shall use its best endeavours to ensure that other Governmental Authorities in or relevant to the Venue suspend, any existing permits, concessions or licences for any commercial, promotional or other events or activities within the Clean Zone (unless approved by FIFA); and

25.3.1.3 use its best endeavours to hold discussions with the owners and operators of any buildings and spaces located within the Clean Zone in relation to the aforementioned requirements set out in Clauses 25.3.1.1 and 25.3.1.2 in advance, and the Host City Authority shall, at its cost and to the extent necessary to ensure compliance with such requirements, enter into separate contractual agreements and/or arrangements with the relevant owners or operators; and

25.3.1.4 ensure that the creation and implementation of the Clean Zone is fully integrated into its planning and organisation activities in relation to Matches to be staged in the Venue.

25.3.2 The Host City Authority acknowledges and agrees that:

25.3.2.1 FIFA will issue additional specific requirements in relation to the definition, set up and implementation of the Clean Zone at the Stadium, taking into account the local specifics of the Stadium; and

25.3.2.2 the Clean Zone may contain Brand Activation Areas and the Host City Authority's obligations under this Clause 25.3 shall therefore be subject to Clause 25.6 below.

25.4 Stadium Security Areas

In the event that FIFA, the Host City Authority and/or any other Governmental Authority requires the procurement, vacation, closure and/or use of any third party-owned or controlled areas, buildings, facilities, land, and/or spaces in the vicinity of the Stadium to establish a security perimeter at the Stadium (or otherwise in connection with the implementation of the FWC2030 Safety and Security Concept and Protocol at the Stadium) (together, the "**Stadium Security Areas**"):

25.4.1 the Host City Authority shall be responsible, together with the Stadium Authority, for securing the relevant Security Areas for use by FIFA and/or the relevant Governmental Authorities (and/or their nominees) and shall enter into any agreements with the owner(s) and/or operator(s) of the relevant Security Areas which are necessary in order to secure the same; and

25.4.2 none of FIFA, any Delivery Entity, the Host Association, any Co-Host Association and/or any CONMEBOL Host Association shall have any obligation to compensate or reimburse, or any other liability to, the Host City Authority (or any other person) in connection therewith.

25.5 Airspace

The Host City Authority shall ensure that the airspace in the area directly above and in the vicinity of the Stadium on Match Days, the day immediately prior to each Match Day and any day where an official Team training session takes place in the Stadium (and above and in the vicinity of any FIFA Fan Festival in the Venue, for any periods during which the FIFA Fan Festival is open to the public) shall in each case (unless otherwise approved by FIFA) be free and clear of all sponsorship identifications, advertising, branding or other promotional messaging and materials (whether commercial or non-commercial). The Host City Authority shall co-operate with the relevant civil aviation authority/ies in or relevant to the Venue to ensure compliance with this obligation and where required, enact (or ensure

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that the relevant Governmental Authority enacts) any regulations, by-laws or ordinances required to prohibit all sponsorship identifications, advertising, branding or other promotional messaging and materials in such airspace during the relevant periods.

25.6 Brand Activation Areas

The Host City Authority acknowledges and agrees that FIFA intends to provide the Commercial Affiliates with the opportunity to set up one or more Brand Activation Areas (ideally, within the Inner Stadium Perimeter or Outer Stadium Perimeter). However, in the event that the Stadium premises do not provide sufficient space for such Brand Activation Area(s), the Host City Authority shall, if and in such manner as required by FIFA (including in respect of the size requirements for such area(s)), make available to FIFA (throughout the Competition Period) one or more areas located immediately adjacent to the Outer Stadium Perimeter for the purposes of setting up such Brand Activation Area(s). Further, the Host City Authority shall, at its cost, ensure the availability of any necessary utilities required to use and operate such area (such as water, power, cleaning, waste management, telephone/internet access). The Host City Authority shall also be responsible for all costs relating to the use and consumption of such utilities in connection with the use and operation of any Brand Activation Area.

25.7 Test Events

25.7.1 The Host City Authority acknowledges and agrees that the Stadium Authority is required to stage a minimum of three (3) football matches (together with such other types of events as directed by FIFA) in the Stadium prior to the Competition as test events for the Competition (each with full capacity) in order to test the Stadium's operational requirements under the Stadium Agreement and the Hosting Requirements to the greatest extent possible.

25.7.2 The Host City Authority:

25.7.2.1 shall coordinate with, and support, FIFA and the Stadium Authority in connection with the organisation and staging of the test events referred to in Clause 25.7.1;

25.7.2.2 shall fully participate in such test events in order to test its own operational requirements under this Agreement and the Hosting Requirements to the greatest extent possible;

25.7.2.3 acknowledges and agrees that, subject to reasonable modifications to be agreed between FIFA and the Host City Authority to account for the reduced scope of the hosting, organisation and staging of such test events, the responsibilities and obligations of the Host City Authority as reflected under this Agreement shall apply, directly and without any limitation, to those test events (including the obligation to indemnify pursuant to Clause 56); and

25.7.2.4 acknowledges and agrees that any rights it has under this Agreement in respect of the Competition shall not apply to such test events.

25.7.3 Further details in relation to such test events and the matters to be tested at such matches/events shall be established and coordinated between the Stadium Authority, the Host City Authority, FIFA and any other relevant stakeholders as determined by FIFA, in such manner as determined by FIFA reasonably in advance of the test matches/events.

25.7.4 The test events referred to at Clause 25.7.1 may (at FIFA's discretion) form part of an additional FIFA competition to be organised and staged by FIFA in the Host Country, as further described in Clause 12.2.

26. TRAINING SITES

26.1 Support re: Training Sites

The Host City Authority shall support (and/or shall ensure that any relevant third parties support):

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- 26.1.1 FIFA and the Host Association in connection with the selection process for any Training Sites which are in or relevant to the Venue, including through the provision of information relating to public transportation, local security and any other matters of interest, the provision of maps, and by procuring that key personnel and representatives of the Host City Authority attend inspection tours, workshops and meetings; and
- 26.1.2 FIFA, the Host Association and the relevant Training Site Authorities in connection with the use and operation of any Training Sites which are in or relevant to the Venue, in compliance with this Agreement and the Hosting Requirements and/or as agreed in good faith between the Parties, including the provision of all spaces, facilities and infrastructure required.

26.2 Training Site Name

The Host City Authority acknowledges and agrees that FIFA may select any commercial or non-commercial name that it deems appropriate to be the official name of any Training Site for Competition-related purposes and that such official name may exclude any reference to any naming rights sponsor, owner or user of the relevant Training Site (for example, "[Official Competition Title] Training Site [Host City]"). The Host City Authority shall:

- 26.2.1 exclusively use, and shall use its best endeavours to ensure that other Governmental Authorities in or relevant to the Venue exclusively use, throughout the Term, the official Training Site names (as determined by FIFA) for any Competition-related purposes, including in, at or on any press releases, press conferences, printed materials, any Digital Platform or other marketing or promotional materials, or any other public written or oral statements;
- 26.2.2 not use, and shall use its best endeavours to ensure that no other Governmental Authorities in or relevant to the Venue uses, throughout the Term, any name, logo or other identifying element for the Training Sites which include any reference to the relevant Training Site naming rights sponsor, owner or user (or any other third party brand or reference) in any context that refers, directly or indirectly, to the Competition (and/or the Centenary Celebration) including in, at or on any press releases, press conferences, printed materials, any Digital Platform or other marketing or promotional materials, or any other public written or oral statements;
- 26.2.3 ensure that, and shall use its best endeavours to ensure that other Governmental Authorities in or relevant to the Venue ensure that, any directional signage in the Venue to each Training Site in or relevant to the Venue will only display the relevant official Training Site name (as determined by FIFA) as of at least fourteen (14) days prior to the first training session taking place in that Training Site, and be implemented in accordance with the Competition Design.

26.3 Training Site Security Areas

In the event that FIFA, the Host City Authority and/or any other Governmental Authority requires the procurement, vacation, closure and/or use of any third party-owned or controlled areas, buildings, facilities, land, and/or spaces in the vicinity of any Training Site to establish a security perimeter at the Training Site (or otherwise in connection with the implementation of the FWC2030 Safety and Security Concept and Protocol at the relevant Training Site) (together, the "Training Site Security Areas"):

- 26.3.1 the Host City Authority shall be responsible, together with the relevant Training Site Authority, for securing the relevant Security Areas for use by FIFA and/or the relevant Governmental Authorities (and/or their nominees) and shall enter into any agreements with the owner(s) and/or operator(s) of the relevant Security Areas which are necessary in order to secure the same; and
- 26.3.2 none of FIFA, any Delivery Entity, the Host Association, any Co-Host Association and/or any CONMEBOL Host Association shall have any obligation to compensate or reimburse, or any other liability to, the Host City Authority (or any other person) in connection therewith.

27. OUTDOOR MEDIA AND VENUE DRESSING

27.1 Outdoor Media Reservation

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27.1.1 The Host City Authority acknowledges and agrees that a major aspect of FIFA's Competition branding, communication and anti-Ambush Marketing strategy involves the procurement of Outdoor Media, which is used by FIFA to install Competition branding to create a festive atmosphere in the host cities of the Competition (as well as other key locations within the Host Country and any Co-Host Country/ies) and/or which is offered to the Commercial Affiliates for purchase from the owners of such Outdoor Media.

27.1.2 The Host City Authority shall secure and provide to FIFA the Outdoor Media set out in Schedule 2, at the locations, during such periods, and on such terms as are set out therein.

27.2 Venue Dressing Programme

The Host City Authority acknowledges that FIFA will develop a Venue Dressing Programme for the host cities of the Competition and the Centenary Celebration (including the Host City and each city in which the Preliminary Draw, the Final Draw and/or a Team Workshop will be staged) and agrees that FIFA will be responsible for:

27.2.1 establishing (and modifying) the overall strategy for the Venue Dressing Programme;

27.2.2 overseeing and monitoring the entire Venue Dressing Programme;

27.2.3 designing and overseeing the design for all materials used for the Venue Dressing Programme (e.g. banners, flags and posters); and

27.2.4 selecting the locations and inventory to be used for the Venue Dressing Programme from the Outdoor Media to be provided by the Host City Authority in accordance with Clause 27.1.2 and any other locations and/or inventory which the Host Association, Host City Authority and/or any other third party has identified and proposed to FIFA.

27.3 Venue Dressing Programme Support

The Host City Authority shall support FIFA in connection with the Venue Dressing Programme (in full compliance with this Agreement and the Hosting Requirements). In particular, the Host City Authority shall:

27.3.1 identify and propose locations and inventory for use in connection with the Venue Dressing Programme, which may, for the avoidance of doubt, include Outdoor Media;

27.3.2 produce (or ensure the production of) all materials which, pursuant to Clause 27.2.3, have been designed by FIFA for use in connection with the Venue Dressing Programme, all such materials to be subject to FIFA's approval;

27.3.3 be solely responsible for installing, maintaining, dismantling and removing (and shall properly install, maintain, dismantle and remove) any materials used for the Venue Dressing Programme, at any and all locations that are selected by FIFA within the Venue;

27.3.4 ensure that all materials used for the Venue Dressing Programme in the Venue may incorporate branding and/or other recognition for the Commercial Affiliates in such manner as FIFA may require;

27.3.5 grant, issue or obtain any necessary decrees, licences, authorisations, permits, grants, orders, decisions and take such other acts at a municipal level as may be required for the implementation of, including the installation of any materials used for, the Venue Dressing Programme; and

27.3.6 upon request by FIFA, undertake a legal assessment, and inform FIFA and the Host Association in respect of, any legal regulations or restrictions that may exist in or apply to the Venue in relation to the implementation of the Venue Dressing Programme.

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27.4 Venue Dressing Programme Insurance

The Host City Authority shall be liable for any and all liability, loss and damage incurred by FIFA, any Delivery Entity, the Host Association (and/or any Co-Host Association) or any third party resulting from the installation, maintenance, dismantling and/or removal of the materials used for the Venue Dressing Programme and for any loss or damage to the materials used for the Venue Dressing Programme. The Host City Authority shall, at its own cost and expense, secure and maintain such insurance coverage to cover the aforementioned risks. Each insurance policy shall be concluded with reputable international insurers, shall be non-cancellable (other than due to non-payment of premiums), shall comply with international standards and fulfil any applicable compliance rules such as non-admitted and, if requested by FIFA, shall include FIFA as an additional insured party (including a cross liability clause on a primary and non-contributory basis and with a waiver of any rights of subrogation). As soon as possible after the appointment of the Host City Authority pursuant to Clause 6.1 and in any event within ninety (90) days of such appointment, the Host City Authority shall provide FIFA with copies of the insurance policies which the Host City Authority proposes to secure in compliance with this Clause 27.4, for FIFA's approval.

27.5 Venue Dressing Plan

The Host City Authority shall prepare a detailed and comprehensive plan detailing the manner in which the Host City Authority intends to fulfil and perform its responsibilities and obligations in relation to the Venue Dressing Programme for the Competition and any Competition-Related Events taking place in the Venue (including details of the Outdoor Media locations and inventory to be secured by the Host City Authority pursuant to Clause 27.1). On or before 31 December 2027 (or such later date as determined by FIFA), the Host City Authority shall submit such plan to FIFA for its approval. The Host City Authority shall fully implement and comply with this plan (as it is approved by FIFA) in a timely manner, unless otherwise approved or directed by FIFA.

27.6 Host City Beautification

The Host City Authority shall use its best endeavours to render the public facilities and public spaces within the Host City (and all Sites within the Venue and access routes between them) as attractive as possible during the Competition Period and shall, in particular, to the fullest extent possible, temporarily cover and decorate construction sites at important locations within the Venue (such as those located in the immediate vicinity of the Stadium, any Training Sites, Airports, Official Accommodation sites, any FIFA Fan Festival, the main train stations (and other public transportation sites) and all other Sites within the Venue).

28. TRANSPORT AND PARKING

28.1 General Support Event Transport

The Host City Authority shall support, and shall use its best endeavours to ensure that other Governmental Authorities, private stakeholders in or relevant to the Venue and the Airport Authority/ies support, the implementation and delivery of the Event Transport concept and strategy in full compliance with this Agreement, the Hosting Requirements and as otherwise directed by FIFA. In particular, the Host City Authority shall:

28.1.1 to the extent applicable to the Venue, support the preferred treatment procedures for the entry to, and exit from, the Host Country, for all Event Transport User Groups which the Airport Authority/ies is/are required to implement under the Airport Agreement(s), including supporting the FIFA Delegation members to access relevant areas at the Airport in connection with the performance of their duties;

28.1.2 ensure the availability of police escorts within the entire Venue for the ground transportation of:

28.1.2.1 Team Delegation members, Referees and the FIFA President, in each case, during the Competition Period (and such other periods as directed by FIFA); and

28.1.2.2 for all VVIP/VIP members of the FIFA Delegation (as determined by FIFA) on Match

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Days (and during such other periods, based on the risk assessment of the relevant public authorities);

28.1.3 ensure the availability of police officers at traffic permit check points and vehicle screening areas established by FIFA within the Venue;

28.1.4 ensure free public transport is available within the Venue in accordance with Clause 28.6;

28.1.5 procure and provide the following secure and fit-for-purpose spaces:

28.1.5.1 spaces at all Sites located within the Venue to support the Event Transport operations (including parking, loading zones, commissioning/decommissioning centres, transport malls, depots, servicing areas and transport operations centres); and

28.1.5.2 spaces at all Sites located within the Venue (and such other locations within the Venue as FIFA determines) for the installation of transport desks, in order to provide ground transport support for the Event Transport User Groups and other individuals nominated by FIFA,

in each case together with all necessary infrastructure and services to support the use of such spaces, including water, power, cleaning, waste management, adequate lighting and staff welfare areas (e.g. break areas and toilets);

28.1.6 propose to FIFA general transportation infrastructure (e.g. bus/car depots) which FIFA may decide to use in connection with the implementation and delivery of the Event Transport concept and strategy;

28.1.7 support the integration of general transportation infrastructure (and other transport solutions for the general mobility of fans which are available in the Venue (e.g. public transport)) into the implementation and delivery of the Event Transport concept and strategy;

28.1.8 in collaboration with FIFA, plan and propose the roads and other areas to be used for all Official Routes within the Venue for FIFA's consideration and determination, including the road network and protocol routes to protect Event Transport User Group traffic, with dedicated lanes as necessary;

28.1.9 in relevant public areas in and around the Venue and relevant Sites, produce and implement appropriate and efficient directional signage to all Sites within the Venue in accordance with FIFA's instructions (including all Official Routes, Airports, train stations and other relevant locations and areas which FIFA proposes to use in connection the Competition), which directional signage shall be consistent with the directional signage programme used by the other host cities of the Competition and the Competition Design; and

28.1.10 without limitation to Clause 17.2, coordinate all other relevant Governmental Authorities and private stakeholders in the Venue to ensure they provide all necessary support, as is required to implement an integrated, coordinated and consistent Event Transport operation across all host cities for the Competition.

28.2 Transport Infrastructure and General Mobility

28.2.1 The Host City Authority shall, together with the other host cities selected for the Competition and in close coordination with FIFA, develop (and shall ensure that other relevant Governmental Authorities, the Airport Authority/ies and relevant private stakeholders in or relevant to the Venue support the development of) a comprehensive and integrated transport strategy and concept for the general mobility of fans and other groups of people not included in the Event Transport User Groups (but which also makes such transport available to Event Transport User Groups) in the Host Country and any Co-Host Country/ies and, on or before 31 May 2026, the Host City Authority shall submit such concept to FIFA for FIFA's approval (the final concept approved by FIFA in accordance with this Clause 28.2.1, as it may be modified in accordance with Clause 28.2.3, the "**General Mobility Concept**"). Such concept will focus, in

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particular, on the following areas:

- 28.2.1.1 entry and exit procedures into and out of the Host Country;
 - 28.2.1.2 the identification of key operational transport stakeholders in each host city selected for the Competition (including the Host City);
 - 28.2.1.3 detailed proposals for the allocation of roles and responsibilities for each Competition stakeholder and operational transport stakeholder in each host city selected for the Competition (including the Host City), provided that such proposals must be consistent with the Hosting Requirements;
 - 28.2.1.4 proposed budgets in relation to the costs and expenses which each operational transport stakeholder will incur in the fulfilment of its allocated roles and responsibilities and the anticipated source of such funds;
 - 28.2.1.5 detailed descriptions of the transport services and operations to be made available in each host city selected for the Competition (including the Host City), including specific proposals for each stadium, airport and the Media Facilities, FIFA Fan Festival site(s) and key transport hubs relevant to that host city, which take into account anticipated attendee profiles (including their original departure locations), attendances, and arrival and departure times relevant to the anticipated Match timings, and the integration of any transport services and operations to be provided by FIFA (to the extent applicable);
 - 28.2.1.6 the use of major transport infrastructure such as airports, railway stations, transport malls and park and ride facilities, and the integration of key transport stakeholders;
 - 28.2.1.7 planned changes and/or upgrades to existing transport infrastructure (and/or the building of new transport infrastructure) to support the Competition, together with a proposed timeline for the completion thereof;
 - 28.2.1.8 transport in and between host cities selected for the Competition (including the Host City);
 - 28.2.1.9 accessible facilities and services for disabled spectators and for spectators with limited mobility;
 - 28.2.1.10 free public transport within the venues for the Competition (including the Venue, as contemplated by Clause 28.6);
 - 28.2.1.11 quality (e.g. fuel-efficient, modern and comfortable) and quantity (e.g. additional bus routes/lines, volume of fleet, capacity enhancement, and extended timings) of each mode of transport (including train travel and rolling stock) in each host city selected for the Competition (including the Host City);
 - 28.2.1.12 traffic management plans and background traffic reduction schemes which consider, as a minimum, the impact of the Competition on background traffic (e.g. non-Competition-related traffic), road closures, parking and land occupation and traffic permit check points;
 - 28.2.1.13 planned measures to reduce environmental impact in line with FIFA's sustainability objectives; and
 - 28.2.1.14 transport security, crowd management and safety.
- 28.2.2 The General Mobility Concept shall be developed in a manner which takes into account and accommodates the Event Transport operation and is consistent with the Hosting Requirements.

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28.2.3 Upon FIFA's request, the Host City Authority shall, in close coordination with FIFA, promptly update the relevant parts of the General Mobility Concept relating to the Venue to include additional information and details relating to the operational implementation of the General Mobility Concept and shall submit such revised General Mobility Concept to FIFA for its approval.

28.2.4 The Host City Authority shall, in close coordination with the other host cities selected for the Competition, other relevant Governmental Authorities, the Airport Authority/ies and relevant private stakeholders, fully implement and comply with the General Mobility Concept as it applies to the Venue in a timely manner, unless otherwise approved or directed by FIFA.

28.3 Access Routes

The Host City Authority shall cooperate with FIFA and other relevant Governmental Authorities to propose, secure and provide appropriate and efficient public, private and other Competition-specific transport access routes to and from the Stadium, which make use of available roads and railways and appropriate traffic control measures (including those access routes referenced in the Hosting Requirements).

28.4 Traffic Management Plan

On the basis of the General Mobility Concept, the Host City Authority shall prepare a detailed and comprehensive traffic management plan for the Venue for the Competition Period, and on or before 31 May 2028 (or such later date as determined by FIFA), the Host City Authority shall submit such plan to FIFA for FIFA's approval. Such plan shall describe in detail the following requirements:

28.4.1 traffic management systems around the Stadium and in the centre of the Host City on Match Days and in the location of any FIFA Fan Festival during the Competition Period, including contingency/emergency plans;

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

28.4.3 the organisation of free public transportation on Match Days (in the manner outlined in Clause 28.6), including timetables, routes and capacities;

28.4.4 background traffic reduction measures;

28.4.5 a concept for temporarily restricting public access, or closing public access completely, to any roads within the Venue and for providing special traffic access lanes for vehicles permitted to access such lanes through FIFA's implemented vehicle access and parking permit scheme;

28.4.6 traffic and transportation information systems (e.g. informational posters, media campaigns, website information and information desks) which the Host City Authority (together with the Airport Authority/ies, train station authorities, police and other public authorities) proposes to implement for use by visitors to the Venue in connection with the Competition (including visitors to any FIFA Fan Festival in the Venue); and

28.4.7 the manner in which the Host City Authority proposes to comply with its specific requirements in this Clause 28, including any infrastructure updates included in the General Mobility Concept, and the proposed timeline for the implementation thereof.

The Host City Authority shall fully implement and comply with such traffic management plan (as it is approved by FIFA) in a timely manner, including by providing all support requested by FIFA and/or any other Governmental Authority in relation to traffic management (unless otherwise approved or directed by FIFA). Without prejudice to the generality of its obligations under Clause 24.2, the Host City Authority shall ensure that all Municipal Special Laws as are necessary to implement and comply with such traffic management plan are enacted and/or granted.

28.5 Public Transport Extended Operations

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The Host City Authority shall ensure (and shall ensure that other relevant Governmental Authorities and private stakeholders in or relevant to the Venue ensure), that local, regional and national buses, trains and other modes of public transport connecting into the Venue and/or operating within the Venue itself, as well as regional airports, are fully operational and comply with the following Competition requirements:

28.5.1 on Match Days, public transport services shall commence at a suitable and reasonable time prior to the start of the relevant Match and continue at the necessary frequency and capacity after the end of the relevant Match (for such a period of time as directed by FIFA) as is necessary to ensure that Ticket holders and Accreditation Pass holders attending such Match are able to return to their point of origin in a timely manner; and

28.5.2 on all days during the Competition Period, public transport services shall commence and end at such times as is necessary to ensure that Accreditation Pass holders may travel to and from their place of work at relevant Sites within the Venue (including the Stadium, Airports, Official Accommodation sites, Training Sites, and depots) at all times during which such Sites will be operational (and taking into account the extended operational hours of such Sites during the Competition Period).

28.6 Free Public Transport for Ticket and Accreditation Pass Holders

28.6.1 The Host City Authority shall ensure that free public transport is available within the Venue for Accreditation Pass holders and Ticket holders, during the relevant periods set out in Clause 28.6.2, which permits such persons to access relevant Sites and facilities, including the Stadium, Airports, railway stations and other transport hubs, the locations of any FIFA Fan Festival and Official Accommodation sites, as well as touristic areas (in each case, to the extent their relevant Accreditation Pass or Ticket permits such access).

28.6.2 The Host City Authority shall ensure that:

28.6.2.1 each Ticket holder shall be entitled to use public transportation within the Venue, free of charge to such Ticket holder (and to FIFA) on the relevant Match Day(s) corresponding to their Ticket(s); and

28.6.2.2 each Accreditation Pass holder shall be entitled to use public transportation within the Venue free of charge to such Accreditation Pass holder (and to FIFA) for the duration of the Competition Period,

in each case, in accordance with any related transport arrangements entered into, or otherwise approved, by FIFA.

28.6.3 The Host City Authority shall cooperate with FIFA (and any relevant third parties as directed by FIFA), to develop and implement solutions to enable the free public transportation outlined in Clauses 28.6.1 and 28.6.2 to be granted in the manner outlined therein to Ticket holders and Accreditation Pass holders respectively.

28.7 General Traffic Support

The Host City Authority shall, upon FIFA's request, at any time during the Competition Period, temporarily:

28.7.1 restrict public access, or close public access completely, to any roads within the Venue for any Competition-related purposes; and

28.7.2 provide special traffic access lanes within the Venue for vehicles permitted to access such lanes through FIFA's implemented vehicle access and parking permits scheme.

28.8 On-call Road and Traffic Light Maintenance

The Host City Authority shall ensure that, for the period(s) commencing one (1) day before each Match

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Day and ending one (1) day after such Match Day, on-call road and traffic light maintenance services are fully operational throughout the Venue at all times.

28.9 Parking Facilities

The Host City Authority shall support (and shall ensure that other relevant Governmental Authorities, the Airport Authority/ies and relevant private stakeholders in or relevant to the Venue support) FIFA with respect to the provision and availability of such number of parking facilities, including load zones and staging areas, at all Sites within the Venue (except for the Stadium and the Training Sites) for exclusive use for the Competition during the Competition Period, in accordance with such requirements as defined by FIFA and/or as set out in the Hosting Requirements. In particular, the Host City Authority acknowledges and agrees that:

- 28.9.1 it shall provide (and/or ensure that any relevant third party which owns or controls such facilities provides) separate parking facilities for buses and cars and dedicated parking facilities for disabled people, Team Delegation members, FIFA Delegation members, Referees, dedicated representatives of the Commercial Affiliates and Media Rights Licensees, Media Representatives, customers of the Hospitality Programme as well as other individuals nominated by FIFA;
- 28.9.2 it shall ensure that all relevant facilities, amenities, and services, including suitable worker welfare areas and operational facilities, are in place for the safe operation of the parking facilities;
- 28.9.3 it shall provide parking sites that provide easy connectivity to and from the Official Routes and roadways that form the main Competition route network;
- 28.9.4 FIFA will allocate any available parking facilities to the individuals and groups entitled to use the same, taking into account the Site logistics, the access routes as well as the functions of such individuals and groups; and
- 28.9.5 with respect to the parking facilities at the Stadium, the Host City Authority shall, in close cooperation with the Stadium Authority, ensure that access from all parking facilities to the Stadium does not involve crossing the main traffic flow of spectators and that secure, separate and exclusive access routes are provided with specific drop-off areas, to and inside the Stadium for Team Delegation members, key representatives of FIFA, the Host Association, any Co-Host Associations, any CONMEBOL Host Associations, Referees, VIP/VVIPs, medical service personnel, Media Representatives, dedicated representatives of Media Rights Licensees and Commercial Affiliates and such service providers and other user groups as are determined by FIFA.

29. AIRPORTS

- 29.1 The Host City Authority shall ensure, and shall use its best endeavours to ensure that other relevant Governmental Authorities, the Airport Authority/ies and relevant private stakeholders in or relevant to the Venue ensure, that:
 - 29.1.1 on Match Days and other days as required by FIFA, each Airport is open for late night and early morning flight arrivals and departures in order to accommodate Match kick-off and conclusion times in the Venue and further, to enable spectators to fly in and out of the Venue with maximum flexibility; and
 - 29.1.2 airline operators shall not be required to pay any premium airport taxes, charges, or penalties for flying in or out of each Airport before or after customary airport closure times, during the entire Competition Period.

30. ACCOMMODATION

30.1 Accommodation Inventory (General)

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- 30.1.1 In making the Formal Bid, the Host Association was required to submit to FIFA:
- 30.1.1.1 information regarding Official Accommodation inventory in the Host Country; and
 - 30.1.1.2 an Accommodation Agreement in relation to each of the specific Official Accommodation sites which it proposed should be used in connection with the Competition, which has been duly executed by the relevant Accommodation Authority and which complies fully with, and does not deviate in any way from, the template Accommodation Agreement provided by FIFA to the Host Association during the Bidding Process.
- 30.1.2 The Host City Authority shall, if and to the extent requested by FIFA, support:
- 30.1.2.1 FIFA and/or the Host Association in relation to the identification of any additional and/or alternative Official Accommodation in the Venue (and in the vicinity thereof); and/or
 - 30.1.2.2 FIFA to secure Official Accommodation inventory in the Venue (and in the vicinity thereof) on the best possible terms for FIFA, including by facilitating and assisting any discussions and negotiations between FIFA and the relevant owner(s) and/or operator(s) of the relevant Official Accommodation,
- in each case, to satisfy FIFA's Official Accommodation requirements for the Competition.
- 30.1.3 In addition, without prejudice to the generality of its obligations under Clause 22.5, the Host City Authority shall provide regular updates to FIFA on the status of the available Official Accommodation inventory in the Venue (and in the vicinity thereof) in such manner as requested by FIFA from time to time.

30.2 Team Base Camps

Without prejudice to the generality of its obligations under Clause 30.1.2, the Host City Authority shall support and assist FIFA with identifying and selecting hotels in the Venue (and in the vicinity thereof) for use as Team Base Camps and also in connection with the use and operation of the Team Base Camps in the Venue (and in the vicinity thereof) by the relevant Team Delegations. In each case, such support and assistance shall be in the manner requested by FIFA, including through the provision of information relating to public transportation, local security and any other matters of interest, the provision of maps, and by procuring that key personnel and representatives of the Host City Authority attend inspection tours and meetings.

30.3 No Separate Official Accommodation Operation

The Host City Authority shall not itself conduct, or appoint or permit any third party to conduct, a separate Official Accommodation operation, nor shall it secure Official Accommodation inventory in connection with the Competition and/or the Centenary Celebration, unless approved by FIFA.

31. VOLUNTEERS

The Host City Authority shall, and shall use its best endeavours to ensure that other relevant Governmental Authorities, and relevant private stakeholders in or relevant to the Venue, support FIFA within the Venue in respect of the Volunteer programme for the Competition, in accordance with FIFA's requirements, in particular:

- 31.1.1 by granting, issuing or obtaining the necessary permits, licences and/or clearances required in connection with the operation of the Volunteer programme in the Venue;
- 31.1.2 actively promoting the Volunteer programme in and around the Venue, with the purpose of raising the awareness of the Volunteer programme and encouraging members of the public to apply to be a Volunteer (as directed by FIFA);

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31.1.3 notifying FIFA of any specific information or factors relevant to the selection, recruitment and education of Volunteers in and around the Venue and proposing appropriate measures and activities to address any local factors which might adversely impact the Volunteer programme in and around the Venue; and

31.1.4 providing facilities for the Volunteer programme free of charge, to be used for the selection, education and/or invitation of Volunteers as well as for any other events related to the Volunteer programme, such as a joint kick-off event (if any) staged by FIFA and the Host City Authority in accordance with such requirements and objectives as are defined by FIFA and set out in the Hosting Requirements.

32. SAFETY AND SECURITY

32.1 General

32.1.1 The Host City Authority acknowledges and agrees that:

32.1.1.1 safety and security forms an essential part of the operational delivery of the Competition and the Centenary Celebration;

32.1.1.2 a detailed and comprehensive safety and security concept for the Competition (i.e. relating to the Host Country and any Co-Host Countries) will be developed between: (i) the Government and all other relevant Governmental Authorities; (ii) the executive authorities representing the host cities and stadiums for the Competition (including the Host City Authority); and (iii) the Delivery Entity/ies, which shall contain all necessary safety and security procedures and measures in order to ensure the highest standard of safety and security in relation to the Competition (including all Competition-Related Events) and which will be documented in a binding safety and security protocol for the Competition to be agreed between all of the aforementioned parties in this Clause 32.1.1.2 (the final concept and protocol, as modified from time to time with FIFA's approval, the "**FWC2030 Safety and Security Concept and Protocol**"); and

32.1.1.3 the FWC2030 Safety and Security Concept and Protocol shall:

- (i) be developed by no later than the date falling eighteen (18) months prior to the First Match;
- (ii) allocate roles, responsibilities and obligations to each stakeholder involved in the implementation of the FWC2030 Safety and Security Concept and Protocol (including the allocation of costs);
- (iii) take into consideration, in particular, state-of-the-art security concepts and measures for major sporting and/or cultural events worldwide;
- (iv) include and incorporate accreditation and access control procedures, measures and/or requirements at all Sites in relation to the Competition; and
- (v) incorporate any minimum safety and security procedures, measures and/or requirements requested by FIFA.

32.1.2 Given the magnitude and scale of the Competition, the Government and other relevant Governmental Authorities will be expected to lead in the development and implementation of the FWC2030 Safety and Security Concept and Protocol. Notwithstanding this, the Host City Authority shall, together with the Government and other relevant Governmental Authorities, be jointly responsible (on a joint and several basis) for the development of the FWC2030 Safety and Security Concept and Protocol as it relates to the Venue and in particular, the planning, coordination, provision and implementation of all public safety and security procedures, measures, resources, equipment and/or personnel necessary to implement the FWC2030 Safety and Security Concept and Protocol within and as it relates to the Venue.

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32.2 Venue Safety and Security Concept

Without prejudice to the scope of the Host City Authority's responsibilities pursuant to Clause 32.1.2, the Host City Authority acknowledges and agrees that FIFA may require the Host City Authority to:

32.2.1 develop, either on its own or together with the Government and other relevant Governmental Authorities (and/or together with other stakeholders in the Venue if requested by FIFA) and by no later than the date falling eighteen (18) months prior to the First Match, a detailed and comprehensive safety and security concept for the Venue for inclusion in the overall FWC2030 Safety and Security Concept and Protocol, to address, amongst other matters, the implementation of all necessary security measures which are required to ensure the safety and security of:

32.2.1.1 all individuals and entities attending, or being involved in the organisation of, the Competition being present at or around any Sites, any public areas, train and other public transport stations and further event hubs and transport vehicles (including airplanes, buses, metros, trains and watercraft) used in relation to the Competition which, in each case, are located in the Venue; and

32.2.1.2 all infrastructure, facilities, equipment and materials being stored or used, and operations being undertaken, at any Sites used in relation to the Competition which, in each case, are located in the Venue; and

32.2.2 otherwise support the Government and other relevant Governmental Authorities to develop the overall FWC2030 Safety and Security Concept and Protocol.

32.3 Performance of Safety, Security and Protection Obligations

The Host City Authority shall perform all of its obligations with respect to the safety, security and protection of the Competition as specified in, and otherwise in compliance with, this Agreement, the Hosting Requirements and the FWC2030 Safety and Security Concept and Protocol and as otherwise requested by FIFA.

32.4 General Support Safety and Security

Without limitation to Clause 32.3, the Host City Authority shall support, and shall ensure that the Government, other relevant Governmental Authorities, and relevant stakeholders in or relevant to the Venue support, the implementation of the FWC2030 Safety and Security Concept and Protocol as it relates to the Venue.

32.5 Safety and Security Cooperation

The Host City Authority shall closely cooperate and collaborate with the Government and other relevant Governmental Authorities (including relevant police forces and armed forces and other executive authorities representing the host cities for the Competition) and FIFA in relation to any safety and security matters for the Competition in the Venue.

32.6 Private Security

32.6.1 The Host City Authority shall ensure that sufficient private security is available and may be utilised in connection with the hosting, organisation and staging of the Competition in the Venue, as is necessary to ensure the highest standard of safety and security in relation to the part of the Competition taking place in the Venue (and as is required to implement the FWC2030 Safety and Security Concept and Protocol as it relates to the Venue), including sufficient private security resources, equipment and personnel.

32.6.2 If, at any time during the Term, sufficient private security will not be, or is not likely to be, available for use in connection with the hosting, organisation and staging of the Competition in the Venue (as contemplated by Clause 32.6.1) for any reason, the Host City Authority shall take all necessary steps to remedy or prevent such deficiency, including by securing and/or making

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available alternative and/or additional security resources, equipment and personnel from outside of the Venue.

32.6.3 Without limitation to any other rights or remedies available to FIFA, if, at any time during the Term, FIFA determines that sufficient private security will not be, or is not likely to be, available for use in connection with the hosting, organisation and staging of the Competition in the Venue (as contemplated by Clause 32.6.1) for any reason, FIFA may take such measures as it considers appropriate to remedy or prevent such deficiency or to remedy or prevent the impact of any potential deficiency, including by appointing private security contractors located outside of the Venue and/or securing additional resources, equipment and/or personnel from outside of the Venue.

32.6.4 In the event that FIFA takes any measure pursuant to Clause 32.6.3, the Host City Authority shall, at FIFA's election, promptly pay for (or reimburse, on an indemnity basis) all costs and expenditure payable or incurred in connection with the same (or shall ensure that the Government and/or the relevant Governmental Authorities pay for or reimburse the same). The Host City Authority shall not (and shall ensure that the Government and relevant Governmental Authorities shall not) claim (or attempt to claim) whether directly or indirectly, any such amount(s) from, or seek any other recourse against, FIFA, the Host Association, any Co-Host Association, any CONMEBOL Host Association and/or any Delivery Entity in relation to the same.

32.7 Safety and Security Costs

32.7.1 The Host City Authority shall, in accordance with Clause 47, be responsible for the costs and expenses incurred in connection with the fulfilment of its responsibilities and performance of its obligations under this Clause 32 and shall not (and shall ensure that the Government and relevant Governmental Authorities shall not) claim (or attempt to claim) whether directly or indirectly, any amount(s) from, or seek any other recourse against, FIFA, the Host Association, any Co-Host Association, any CONMEBOL Host Association and/or any Delivery Entity in relation to the matters described in this Clause 32.

32.7.2 The Host City Authority acknowledges and agrees that if:

32.7.2.1 any Match or Competition-Related Event scheduled to take place in the Venue is deemed to be, for any reason, subject to any increased threat level and/or security risk(s) (including from terrorism); and/or

32.7.2.2 the Venue (or any part thereof) is deemed to be subject to any increased threat level and/or security risk(s) as a result of the decision to use the Venue in connection with the Competition,

the Host City Authority shall bear and pay for (or shall ensure that the Government and/or the relevant Governmental Authorities shall bear and pay for) all additional costs and expenditure resulting from the implementation of any additional safety and security measures deemed necessary to mitigate and address the increased threat level and/or security risks in the Venue, including any additional public and/or private resources, equipment and/or personnel.

32.7.3 The Host City Authority acknowledges and agrees that where the Government and/or other relevant Governmental Authorities procure or provide any public and/or private resources, equipment and/or personnel (including the provision of any Team Security Liaison Officer) of any kind in connection with the safety, security and protection of the Competition and/or the development and implementation of the FWC2030 Safety and Security Concept and Protocol as they relate to the Venue, the Host City Authority shall bear and pay for (or shall ensure that the Government and/or the relevant Governmental Authorities shall bear and pay for) all costs and expenditure relating thereto.

32.7.4 FIFA shall not bear, and shall have no responsibility or liability for, any costs or expenditure in connection with the safety, security and protection of the Competition and/or the development and implementation of the FWC2030 Safety and Security Concept and Protocol as they relate

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to the Venue (or otherwise), including in relation to any public and/or private resources, equipment and personnel of any kind, whether provided on a federal, regional, state and/or local level.

33. MEDICAL AND FIRE SERVICES

33.1 The Host City Authority shall establish and implement (and shall use its best endeavours to ensure that other relevant Governmental Authorities and relevant private stakeholders in or relevant to the Venue support the establishment and implementation of), a comprehensive and integrated medical service and fire protection operation in the Venue, in full compliance with this Agreement, the Hosting Requirements and FIFA's instructions. In particular, the Host City Authority shall:

33.1.1 provide all medical service and fire protection resources (including all personnel, infrastructure, transport and equipment) on an emergency basis and adopt any necessary health and safety protection measures: (i) at and within the relevant Venue Specific Team Hotels; (ii) at and within the relevant FIFA VIP Hotels; and (iii) at the external perimeter of all Sites located in the Host City and/or comprised in the Venue;

33.1.2 ensure that all persons attending, participating in, or otherwise involved in the preparation, organisation, hosting and/or staging of the Competition have access to primary care and specialist services in case of need;

33.1.3 ensure that the resources and measures provided pursuant to Clause 33.1.1 are of the highest quality and standards, taking into account that the FIFA World Cup 2030™ is one of the most significant sporting events in the world occupying a high level of public interest; and

33.1.4 provide any such support and assistance as may be requested by the Government or other relevant Governmental Authorities, in respect of any medical and/or fire protection related matters.

33.2 The Host City Authority acknowledges and agrees that if requested by FIFA, the Host City Authority shall integrate the medical service operation referred to at Clause 33.1 into the FWC2030 Safety and Security Concept and Protocol referenced at Clause 32.1.

34. FIFA FAN FESTIVAL

34.1 FIFA Fan Festival

The Host City Authority acknowledges and agrees that:

34.1.1 in order to ensure broad access to the Competition and to provide a safe, secure and entertaining environment in which inhabitants of, and visitors to, the Host City may interact with the Competition, FIFA may require the Host City Authority to organise and stage a FIFA Fan Festival in the Host City; and

34.1.2 FIFA shall decide whether or not a FIFA Fan Festival will be organised and staged in the Host City, in any or all of the other host cities of the Competition, and/or in any other cities in or outside the Host Country (including in any Co-Host Country/ies and/or CONMEBOL Host Country/ies) and, as a result, FIFA may decide that a FIFA Fan Festival will not be organised in the Host City.

34.2 Basic Parameters

Without limitation to Clause 34.1, FIFA's intention is that a FIFA Fan Festival will be organised and staged in each host city of the Host Country (including the Host City) and that each FIFA Fan Festival will:

34.2.1 operate and be open to visitors on each day of the Competition Period;

34.2.2 provide and display a live-broadcast of all Matches in full;

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- 34.2.3 offer food, beverages and merchandise to all visitors;
- 34.2.4 be staged within a fenced and secured area; and
- 34.2.5 feature a stage of such dimension which enables the delivery of a suitable entertainment programme by the Host City Authority, the Host Association, any Co-Host Association, FIFA, Commercial Affiliates and/or any other third party identified by FIFA.

34.3 Notification of Host City FIFA Fan Festival

If FIFA decides that a FIFA Fan Festival will be staged in the Host City, it will notify the Host City Authority on or before 31 December 2027.

34.4 Proposals for FIFA Fan Festival Sites

As a part of the Formal Bid, the Host Association, in conjunction with the Host City Authority, was required to propose two (2) potential sites in the Host City for use in connection with a FIFA Fan Festival. The Host City Authority shall, on or before 31 May 2027, formally propose a minimum of two (2) sites in the Host City for use in connection with a FIFA Fan Festival and the Host City Authority shall ensure that:

- 34.4.1 such proposal includes the two (2) sites proposed by the Host Association, in conjunction with the Host City Authority, as part of the Formal Bid and takes into account any feedback provided by FIFA in relation thereto;
- 34.4.2 such proposal includes (or the Host City Authority shall provide, as applicable) any additional information requested by FIFA in respect of each proposed site;
- 34.4.3 it reasonably considers that each proposed site will satisfy all of FIFA's requirements in relation to the FIFA Fan Festival (as set out in this Agreement and the Hosting Requirements, or such other anticipated requirements as have been communicated by FIFA to the Host City Authority); and
- 34.4.4 each proposed site:
 - 34.4.4.1 is located within the centre of the Host City;
 - 34.4.4.2 is a well-known and iconic site which is easily accessible to visitors; and
 - 34.4.4.3 has already been approved by all relevant local security and other relevant Governmental Authorities for use as a FIFA Fan Festival.

34.5 Further Proposals

If, after receipt of the Host City Authority's proposal pursuant to Clause 34.4, FIFA notifies the Host City Authority that it does not believe that it will be able to select the appropriate site(s) for the FIFA Fan Festival from those proposed site(s) or that it otherwise considers the proposal to be deficient, then the Host City Authority shall take all necessary steps to address the deficiency, if requested by FIFA, identifying and proposing (in accordance with the requirements identified in Clause 34.4) one or more additional sites in the Host City for use in connection with the FIFA Fan Festival.

34.6 Selection of FIFA Fan Festival Sites

If FIFA wishes to stage a FIFA Fan Festival in the Host City, FIFA shall have sole and ultimate authority to select the site(s) to be used therefor, and will evaluate proposals provided by the Host City Authority in accordance with Clause 34.4 for selection, based on criteria determined by FIFA.

34.7 Organisation of FIFA Fan Festival

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If FIFA decides that a FIFA Fan Festival will be staged in the Host City, the Host City Authority acknowledges and agrees that it shall organise, or (subject to FIFA's approval) appoint a third party agency to organise, the FIFA Fan Festival in the Host City, in accordance with this Agreement, the Hosting Requirements, the FIFA Sustainable Tournament Requirements and the FIFA Fan Festival Manual.

34.8 FIFA Fan Festival Manual

34.8.1 FIFA will develop the FIFA Fan Festival Manual which will:

- 34.8.1.1 set out the final overall concept for the FIFA Fan Festival;
- 34.8.1.2 define the overall project plan for the FIFA Fan Festival including relevant milestones and budgetary principles;
- 34.8.1.3 include all relevant operational details and requirements in relation to the planning, organisation, staging and operation of the FIFA Fan Festival including requirements in relation to the venue, infrastructure, marketing, media and concessions;
- 34.8.1.4 define the exact roles, responsibilities and obligations of FIFA and the Host City Authority in relation to the planning, organisation, staging and operation of the FIFA Fan Festival (which, for the avoidance of doubt, may include additional roles, responsibilities and/or obligations for the Host City Authority to those specified in this Agreement); and
- 34.8.1.5 set out in greater detail (including certain quality standards, requirements, descriptions and specifications) the requirements to be satisfied by the Host City Authority in relation to the fulfilment of its responsibilities and the performance of its obligations in relation to the planning, organisation, staging and operation of the FIFA Fan Festival.

34.8.2 FIFA will provide the Host City Authority with the FIFA Fan Festival Manual on or before the date falling two (2) years prior to the First Match. The Host City Authority shall fully implement and comply with the FIFA Fan Festival Manual in a timely manner, unless otherwise approved or directed by FIFA.

34.9 Host City Authority Obligations re: FIFA Fan Festival

If FIFA decides that a FIFA Fan Festival will be staged in the Host City, then the Host City Authority shall:

- 34.9.1 be responsible for the overall planning, organisation, staging and operation of the FIFA Fan Festival in the Host City;
- 34.9.2 provide to FIFA the site(s) which have been selected by FIFA pursuant to Clause 34.6, for the planning, organisation, staging and operation of the FIFA Fan Festival in the Host City for such periods as are directed by FIFA;
- 34.9.3 ensure that each site selected by FIFA for use in connection with the FIFA Fan Festival in the Host City is provided in full compliance with the "clean site" requirements set out in the FIFA Fan Festival Manual and, in any event, are free and clear of any visible, audible or otherwise detectable sponsorship identifications, advertising, branding and other promotional messaging and materials (whether commercial or non-commercial), and any naming rights or entitlements (unless otherwise approved by FIFA);
- 34.9.4 be responsible for safety and security at the FIFA Fan Festival and shall ensure that all necessary and appropriate measures are taken to ensure the safety, security and protection of all:
 - 34.9.4.1 persons attending, participating in, involved in the planning, organisation, staging and

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operation of, or otherwise connected to, the FIFA Fan Festival who are present at the FIFA Fan Festival in the Host City; and

34.9.4.2 infrastructure, facilities, equipment and materials being stored or used, and operations being undertaken, at the FIFA Fan Festival;

34.9.5 provide all media and other infrastructure for the FIFA Fan Festival;

34.9.6 ensure the availability of all relevant utilities for the hosting, organisation and staging of the FIFA Fan Festival (such as power and water supply, wi-fi internet connectivity, cleaning, waste management, toilets, lighting, signage, first-aid and emergency services);

34.9.7 ensure that the FIFA Fan Festival is accessible for disabled persons and persons with limited mobility;

34.9.8 obtain and/or grant all necessary permits, licences and/or clearances required for the hosting, organisation and staging of the FIFA Fan Festival at each location; and

34.9.9 secure all relevant event insurances to cover its potential risks and liabilities arising out of or in connection with the hosting, organisation and staging of the FIFA Fan Festival in accordance with FIFA's requirements,

in each case, in such manner as required by FIFA and in accordance this Agreement, the Hosting Requirements, the FIFA Sustainable Tournament Requirements and the FIFA Fan Festival Manual. Such obligations shall apply in all circumstances, regardless of the overall concept selected, and the allocation of roles, responsibilities and obligations amongst FIFA and the Host City Authority in the FIFA Fan Festival Manual.

34.10 FIFA Fan Festival Commercial Rights

Without limitation to Clause 42.1, the Host City Authority acknowledges and agrees that:

34.10.1 FIFA solely and exclusively owns and controls, on a worldwide basis and in perpetuity, all commercial rights and opportunities in and to the FIFA Fan Festival (including any and all Media Rights, Marketing Rights and Intellectual Property Rights in relation thereto); and

34.10.2 FIFA has and retains the sole and exclusive right to exploit, directly or indirectly, any and all such commercial rights and opportunities, on a worldwide basis and in perpetuity, in any manner it sees fit, without any restriction, and to retain all revenues derived from any such exploitation.

34.11 Costs

The Host City Authority shall allocate sufficient funds (as part of the Host City Budget) to the FIFA Fan Festival project to cover any costs in relation to the planning, organisation, staging and operation of the FIFA Fan Festival in the Host City, in accordance with this Agreement. FIFA intends to provide the Host City Authority with a template for the budget allocation as part of the FIFA Fan Festival Manual for these purposes.

34.12 FIFA Rights and Responsibilities

The Host City Authority acknowledges and agrees that (unless otherwise agreed by FIFA):

34.12.1 FIFA may grant Commercial Affiliates standard sets of Marketing Rights in relation to the FIFA Fan Festival as part of their overall sponsorship packages in relation to FIFA World Cup 2030™ (such as, for example, the right to receive branding around screens and at other key locations at the FIFA Fan Festival, space for Brand Activation Areas and/or interactive activities, on-screen advertising slots and other on-site and/or off-site promotional rights in relation to the FIFA Fan Festival) and FIFA may grant, or authorise the Host City Authority to grant,

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Commercial Affiliates further Marketing Rights (and/or other rights) in relation to the FIFA Fan Festival in such manner as may be defined by FIFA;

34.12.2 Commercial Affiliates appointed in relation to the food and beverage product/service categories shall have the exclusive right for the sale of products within their respective categories at the FIFA Fan Festival, in such manner to be determined by FIFA and/or specified in the FIFA Fan Festival Manual;

34.12.3 the entity appointed by FIFA as the official retailer for official licensed products for the Competition shall have the exclusive right to sell official licensed products and other merchandising products at the FIFA Fan Festival, and shall be provided (free of charge) with sufficient space(s) to operate its sales outlets at the FIFA Fan Festival;

34.12.4 FIFA shall be responsible for developing, and shall have full discretion over, the overall branding concept to be used and applied by the Host City Authority and FIFA for the FIFA Fan Festival (which will be based on the Competition Design);

34.12.5 FIFA will determine any conditions relating to: (i) the use of any Competition-related broadcast signal at the FIFA Fan Festival; (ii) the installation, use and removal of any broadcast structures; (iii) the on-screen and on-stage production and running order; (iv) the exploitation of any on-screen promotions or advertisements; and (v) the exploitation of any other screen/stage commercial and other opportunities; and

34.12.6 FIFA shall have the right to select the supplier of the giant screens, stages and sound and light systems for use at the FIFA Fan Festival.

34.13 Sole Public Viewing Event

The Host City Authority acknowledges and agrees that, unless otherwise approved or requested by FIFA, the FIFA Fan Festival shall be the only official public viewing event within the Venue for the Competition and/or the Centenary Celebration, and the Host City Authority shall not grant any permits, concessions or licences for (or otherwise host, organise, promote, permit or support) any other public viewing event in the Venue for the Competition and/or the Centenary Celebration, regardless of whether or not a FIFA Fan Festival will be staged in the Venue. Notwithstanding the foregoing, if the Host City Authority (or any other competent Governmental Authority) determines (in good faith) that another public viewing event for the Competition and/or the Centenary Celebration is required for security and/or other operational reasons, then, subject to FIFA's approval, the Host City Authority may, entirely at its own cost in accordance with Clause 47, be involved in the organisation of another public viewing event in the Venue for the Competition and/or the Centenary Celebration, subject to any terms and conditions which may be specified by FIFA. For the avoidance of doubt, the Host City Authority shall, in particular, be responsible for safety and security at any such other public viewing event and shall adopt all necessary safety and security measures in relation thereto.

35. PROMOTION, PUBLIC RELATIONS AND PUBLICATIONS

35.1 Promotion of the Competition

The Host City Authority shall actively promote the Competition in and around the Host City, with the purpose of raising the awareness of the Competition and FIFA, well in advance of the commencement of the Competition. In particular, the Host City Authority shall:

35.1.1 organise and stage promotional activities in the Host City, each of which shall constitute a Host City Event for the purposes of Clause 16.1; and

35.1.2 ensure that the Host City's tourism promotion entity is properly involved in any of the promotional activities undertaken by the Host City Authority and, further, that such tourism entity fully supports FIFA, the Host Association and any Co-Host Association in their promotion of the Competition.

35.2 Promotional Support

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The Host City Authority shall support, and shall use its best endeavours to ensure that other relevant Governmental Authorities and relevant private stakeholders in or relevant to the Venue support, the Host Association, any Co-Host Association and FIFA with their promotional activities and events related to the Competition (and/or the Centenary Celebration) in accordance with a public relations concept for the Competition (and/or the Centenary Celebration) which FIFA intends to develop and as otherwise required by FIFA. In particular, the Host City Authority shall:

- 35.2.1 support all local promotional activities of FIFA, the Host Association and any Co-Host Association by, for example, ensuring the presence of Host City Authority representatives at events and providing facilities for promotional events and activities prior to, and during, the Competition pursuant to Clause 24.1;
- 35.2.2 support any promotional initiatives undertaken by the Host Association, any Co-Host Association and FIFA in respect of Ticket sales in and around the Host City; and
- 35.2.3 ensure that no commercial or other third parties are involved in any promotional activities of the Host City Authority, unless specifically approved or directed by FIFA.

35.3 Public Relations

The Host City Authority acknowledges and agrees that consistency between the Host City Authority and FIFA is critical in the context of all communication matters relating to the Competition and the Centenary Celebration. In this regard, the Host City Authority shall, at all times:

- 35.3.1 coordinate with FIFA in respect of all public statements, as well as any of its public and private press briefings, in relation to the Competition (and/or the Centenary Celebration);
- 35.3.2 comply with any communication guidelines issued by FIFA;
- 35.3.3 obtain the prior written approval of FIFA in respect of the timing, form and content of any public announcement, statement and/or public or private press briefing in relation to the Competition (and/or the Centenary Celebration), or the status of the Host City as a host city of the Competition;
- 35.3.4 ensure that each of its key personnel and representatives do not make any public announcements and/or press briefings (and/or any private statements to any third party) in relation to the host city selection processes for the Competition and/or the Centenary Celebration and/or the Host City's appointment as a host city for the Competition, which, in each case, may reflect unfavourably upon any other candidate host city, the Host Association, any Co-Host Association, any CONMEBOL Host Association, any Commercial Affiliate and/or FIFA; and
- 35.3.5 refer to the Competition and the Centenary Celebration only by the relevant Official Competition Title(s), or by FIFA-approved official translations of such official titles in the official languages of the Host Country (if any), in such manner as determined by FIFA and in accordance with any communication guidelines which may be established by FIFA from time to time.

35.4 Publication and other Printed Materials

The Host City Authority acknowledges and agrees that FIFA shall have the sole and exclusive right to develop the overall strategy and concept for all publications and other print material (whether print or electronic) issued in relation to the Competition and the Centenary Celebration (such as, for example, guides, media guides, programmes, magazines, maps, booklets, books, electronic publishing, CD-ROMs, and bulletins) and to exploit any commercial or other rights relating thereto. The Host City Authority shall:

- 35.4.1 obtain FIFA's approval for any plans to produce or issue, or in any manner authorise or endorse, any print or electronic publication in relation to the Competition (and/or the Centenary Celebration). FIFA will closely liaise with the Host City Authority in respect of the development of the overall strategy for Competition related publications;

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35.4.2 not use any marks or other identifications of any commercial or non-commercial entities, or include any "sponsored" or "native" content from any such entity, in any publications (whether print or electronic) issued in relation to the Competition (and/or the Centenary Celebration) (unless requested by FIFA) and shall fully comply with any communication guidelines issued by FIFA; and

35.4.3 comply fully with any guidelines, instructions and/or directions issued by FIFA in respect of all publications produced and issued by the Host City Authority in connection with the Competition (and/or the Centenary Celebration), including as to the visibility for Commercial Affiliates.

35.5 Promotion and Communication Plan

The Host City Authority shall prepare a detailed and comprehensive promotion and communication plan to describe in detail the manner in which the Host City Authority intends to comply with its obligations under this Clause 35 and, on or before 31 May 2027, the Host City Authority shall submit such concept to FIFA for its approval. The Host City Authority shall fully implement and comply with this plan (as it is approved by FIFA) in a timely manner, unless otherwise approved or directed by FIFA.

35.6 FIFA/Host Association Promotional Events

FIFA, the Host Association, any Co-Host Association and/or any CONMEBOL Host Association may organise promotional events, activities or tours within the Host City prior to and during the Competition. The Host City Authority acknowledges and agrees that it may be requested to participate in, and/or stage parts of, such promotional events, activities or tours, and in such circumstances, the Host City Authority shall provide such support to FIFA, the Host Association, any Co-Host Association and/or any CONMEBOL Host Association as required by FIFA and in accordance with this Agreement and the Hosting Requirements.

36. SPECTATOR SERVICES

36.1 Spectator Services

The Host City Authority shall, in coordination with other relevant Governmental Authorities, support the implementation and delivery of Spectator Services as it relates to the Venue, in full compliance with this Agreement, the Hosting Requirements and as otherwise requested by FIFA. In particular, the Host City Authority shall:

36.1.1 create a Spectator Services unit to coordinate all aspects and services of a spectator journey in the Venue, from the point spectators arrive in the Venue until their departure, in particular taking into consideration all logistical aspects, such as travel, Official Accommodation, entertainment, safety and security, Ticketing and an integrated communication platform for spectators;

36.1.2 establish and operate sufficient information points in the Venue at strategic spots related to the Competition in the Venue, and implement any other service elements as set out in more detail in the Hosting Requirements;

36.1.3 consult and coordinate with, and support, all other relevant operational stakeholders, before, during and after the Competition, to ensure the integration of the Government, other Governmental Authorities, the Stadium Authority, the Airport Authority/ies and other transport authorities, law enforcement and security authorities, and other relevant third parties to the extent such entities are required to provide:

36.1.3.1 any support or services in relation to any functional areas relevant to Spectator Services in the Venue; and

36.1.3.2 appropriate services to people with physical impairments and people with limited mobility in a manner meeting all related legal requirements in relation to any functional areas relevant to spectators attending the Venue;

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36.1.4 on Match Days, ensure the full support of the Stadium Authority to establish and operate a safe and efficient pedestrian flow system and a spectator information and guidance system (including Stadium approach and egress operations and the planning and provision of Spectator Services points at suitable locations in close proximity to the Stadium), in order to ensure a high quality and positive experience through a seamless, efficient and co-ordinated end-to-end spectator experience in the Venue. In particular, the Host City Authority shall be responsible for all spectator-related operations within any walkway between any Stadium transport hub and any access point to the Stadium; and

36.1.5 in relation to all of its activities related to Spectator Services, aim to create, for all spectators:

36.1.5.1 a high quality and positive experience through a seamless and efficient end-to-end spectator experience;

36.1.5.2 a comfortable, accessible and safe environment; and

36.1.5.3 a feeling of being welcomed, considered, informed and updated before, during and after the Competition.

37. INTERNATIONAL BROADCAST CENTRE (IBC) AND OUTSIDE PRESENTATION STUDIOS

37.1 International Broadcast Centre (IBC) Initial Proposals

As a part of its Formal Bid, the Host Association was required to submit to FIFA:

37.1.1 a written proposal in relation to potential sites to be used as the IBC in connection with the Competition and the Centenary Celebration; and

37.1.2 an IBC Agreement in relation to each site which it proposed to be used as the IBC in connection with the Competition and the Centenary Celebration, which in each case, has been duly executed by the relevant IBC Authority and the Host Association (or relevant Co-Host Association) and which complies fully with, and does not deviate in any way from, any template IBC Agreement provided by FIFA to the Host Association during the Bidding Process.

37.2 Further IBC Proposals

If FIFA notifies the Host City Authority of any site in the Venue (or the vicinity thereof) which was not proposed by the Host Association as part of its Formal Bid and which FIFA believes would be suitable for use in connection with the Competition and the Centenary Celebration, then the Host City Authority shall use its best endeavours to propose such other site for FIFA's consideration for use in connection with the Competition and the Centenary Celebration and to satisfy the informational and other requirements in relation thereto as if the Host City Authority was proposing such site in its Formal Bid, all in accordance with any timelines and other requirements that FIFA may specify.

37.3 IBC Support

In the event that FIFA decides to locate the IBC in the Venue (or in the vicinity thereof), the Host City Authority shall support FIFA and the IBC Authority to establish the IBC in full compliance with this Agreement, the Hosting Requirements and as agreed in good faith between FIFA and the Host City Authority, in particular with respect to the selection of the location of the IBC.

37.4 Outside Presentation Studios

Upon FIFA's request, the Host City Authority shall propose iconic public locations in the Venue (and in the vicinity thereof) for FIFA's consideration for use by FIFA and Media Rights Licensees to install and operate outside presentation studios and announcer platforms with an elevated view of the relevant location(s). If FIFA selects any such location, the Host City Authority shall:

37.4.1 ensure that FIFA and the relevant Media Rights Licensees are provided, free of charge, with unrestricted access to the relevant location(s), to install and operate the outside presentation

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studios and announcer platforms during the entire Competition Period; and

37.4.2 grant, issue or obtain all applicable and relevant decrees, licences, permits, grants, orders, decisions and take such other acts on a municipal level in the Venue as may be required to ensure that FIFA and the relevant Media Rights Licensees may install and operate the outside presentation TV studios and announcer platforms at the relevant location(s).

38. INFRASTRUCTURE, POWER AND CLEANING

38.1 General Infrastructure Support

The Host City Authority shall provide reasonable support and assistance to the Government and other relevant Governmental Authorities in relation to the construction, renovation and/or provision of any infrastructure, equipment, utilities and services required in connection with the hosting, organisation and staging of the Competition in the Venue, including, in particular, any such infrastructure, equipment, utilities and services to be provided by the Government and other relevant Governmental Authorities as part of the implementation of the Government Guarantees provided to FIFA.

38.2 IT Infrastructure

Without prejudice to the generality of its obligations pursuant to Clause 38.1, the Host City Authority shall ensure that:

38.2.1 all necessary telecommunication and information technology infrastructure and all related products and services ("**Telecoms and IT Infrastructure**") shall be made available and provided for use in the Venue in connection with the Competition (including at all Sites within the Venue), including the provision of all necessary networks (wireless and fixed line), all associated network cabling and hardware (including termination equipment and access points), all necessary codices and all active and passive components, in each case as are required to enable all required formats and volumes of telecommunication and information technology at state-of-the-art speed and with the necessary degree of reliance, including wired and wireless national and international telephone, data, audio and video communications for the Competition. For the avoidance of doubt, the Telecoms and IT Infrastructure provided under this Clause 38.2 also includes the use and transmission of data when using such infrastructure;

38.2.2 all users of the Telecoms and IT Infrastructure within the Venue will have at their disposal state-of-the-art voice and data communications technology at the Competition within and between each Site within the Venue in accordance with bandwidth and redundancy requirements to be determined by FIFA, and that this infrastructure will be made available and provided in accordance with any timelines determined by FIFA; and

38.2.3 a high standard of mobile cellular voice and data services as well as private mobile radio networks (e.g. Tetra) and Wi-Fi coverage will be available in the Venue to the general public in accordance with such standards and requirements as determined by FIFA, which shall include the provision of any related operational support required by FIFA at each Site within the Venue.

38.3 Power

The Host City Authority shall ensure that it has sufficient redundant back-up power grids to deal with any power failure at the Stadium(s) and elsewhere in the Venue on a Match Day, as well as ensuring that appropriate power management systems are effected and maintained during the Competition Period in such manner as is directed by FIFA.

38.4 Cleaning

The Host City Authority shall ensure that, during the Competition Period, all public areas surrounding the Sites and all other public areas within the Venue where any activities relating to the Competition take place are kept clean and presentable, in such manner as is directed by FIFA.

39. TICKET SALES

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39.1 Ticket Rooms and Facilities

39.1.1 The Host City Authority shall support FIFA in connection with the sale and promotion of Tickets (including Tickets used in connection with the Hospitality Programme) in and around the Venue, in particular by: (i) proposing rooms and facilities in the Venue (and in the vicinity thereof) to establish the Ticketing Centre and any other Ticketing facilities required for the sale and/or distribution of Tickets (including for customer service purposes) for FIFA's approval; and (ii) providing any such approved rooms and facilities to FIFA for such periods as reasonably required by FIFA.

39.1.2 The Host City Authority shall ensure that such rooms and facilities comply with the Hosting Requirements, including, in particular, ensuring that such facilities are equipped with sufficient numbers of state-of-the-art technical devices and supporting infrastructure and facilities (including telephone lines, internet connectivity and communications equipment) as well as all necessary utilities (including cleaning, water, electricity, waste management and security). Upon request by FIFA and notwithstanding Clause 41.2, the Host City Authority shall source any such devices, facilities, infrastructure, equipment, services and/or food and beverage products from the relevant Commercial Affiliate(s).

39.1.3 If the Host City Authority procures any of the rooms and/or facilities referred to at Clause 39.1.1 from a third party, the Host City Authority shall enter into rental and/or service agreements with such third party/ies which require the relevant rooms or facilities to be prepared and provided in full compliance with this Clause 39.1.

39.2 Ticket Rooms and Facilities Costs

Without prejudice to the generality of Clause 47, any costs and expenditure relating to the provision and preparation of the rooms and facilities (including third party rental costs) referred to in Clause 39.1 shall be borne by the Host City Authority, and any costs and expenditure relating to the operational costs connected therewith (including in respect of the use and consumption of any devices, facilities, infrastructure, equipment, services and utilities) shall be borne by FIFA and/or the Host Association (as applicable).

40. FIFA HEADQUARTERS, DELIVERY ENTITY OFFICES AND OTHER OFFICE FACILITIES

40.1 Delivery Entity Offices and FIFA Headquarters

The Host City Authority shall, if and to the extent requested by FIFA:

40.1.1 identify and propose one or more locations and facilities in the Host City for use by:

40.1.1.1 the Delivery Entity/ies as offices in connection with the planning and organisation of, and preparation in respect of, the Competition (and/or the Centenary Celebration) during the Term; and

40.1.1.2 FIFA as the FIFA Headquarters during the Competition Period (and such other periods as directed by FIFA); and

40.1.2 support FIFA in securing one or more sites in the Host City for use as the Delivery Entity offices and/or one or more sites in the Host City for use as the FIFA Headquarters, in each case on the best possible terms for FIFA (including that such site is made available at no cost to FIFA) and use its best endeavours to facilitate and assist with any discussions and negotiations between FIFA and the relevant owner(s) or operator(s) of the relevant site(s).

40.2 Other Office Facilities

40.2.1 The Host City acknowledges and agrees that FIFA may, reasonably in advance of the Competition Period, establish offices in the Venue. If requested by FIFA, the Host City Authority shall support FIFA in connection with the establishment and operation of any such office in the

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Venue, and in particular shall, upon request of FIFA:

40.2.1.1 by no later than the date falling six (6) months after the appointment of the Host City Authority pursuant to Clause 6, provide to FIFA (or ensure the provision of) sufficient office space and/or office facilities equipped with a sufficient number of state-of-the-art technical devices, infrastructure and facilities (including telephone lines, internet connectivity and communications equipment), any required utilities (including cleaning, water, electricity, waste management, security) and/or food and beverage storage, dispensers and other products, as more particularly set out in the Hosting Requirements or as directed by FIFA; and

40.2.1.2 notwithstanding Clause 41.2, source any devices, facilities, infrastructure, equipment, services and/or food and beverage products from the relevant Commercial Affiliate.

40.2.2 Without prejudice to the generality of Clause 47, any costs and expenditure relating to the provision or sourcing of the facilities, infrastructure, technical devices, equipment, services and/or food and beverage products referred to in Clause 40.2 shall be borne by the Host City Authority and any costs and expenditure relating to the use and consumption of the same shall be borne by FIFA and/or the Host Association (as applicable).

41. PRODUCTS AND SERVICES OF COMMERCIAL AFFILIATES AND LICENSEES

41.1 Host City Events and Publications

The Host City Authority shall, to the extent and in the manner requested by FIFA, integrate the Commercial Affiliates:

41.1.1 at all Host City Events in accordance with the guidelines, instructions and/or directions applicable to the Host City Events (and otherwise, in compliance with Clause 16.1.1); and

41.1.2 in the Host City Authority's Competition-related communications, publications and printed materials (electronic, digital and print) including, in particular, by using the Commercial Affiliates' logo strip, in accordance with guidelines, instructions and/or directions issued by FIFA in connection therewith.

41.2 Commercial Affiliate Category Products/Services

41.2.1 If any products or services that fall within the product or service category in relation to which any Commercial Affiliate or Licensee has been appointed ("**Commercial Affiliate Category Products/Services**") are to be used in connection with the fulfilment of the Host City Authority's responsibilities, the performance of its obligations or the exercise of its rights under this Agreement or any of its other Competition-Related Activities, then, unless otherwise approved by FIFA and to the extent permitted by Applicable Laws (in particular, those relating to the procurement of any products or services by the Host City Authority), the Host City Authority shall (and shall ensure that any third party with whom the Host City Authority contracts in connection with the Competition (or otherwise in connection with this Agreement) shall):

41.2.1.1 use products and/or services that have been sourced from the relevant Commercial Affiliate (or Licensee); or

41.2.1.2 grant the relevant Commercial Affiliate (but not any Licensee):

- (i) a first and exclusive right of negotiation in relation to the supply of the relevant products and/or services; and
- (ii) a "matching right" pursuant to which the Commercial Affiliate shall be given the opportunity to review and match the material terms of any third party offer to supply the relevant products and/or services;

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in each case, on terms which are subject to FIFA's approval.

41.2.2 For the avoidance of doubt, the Host City Authority shall not (and shall ensure that any relevant third party does not) impose any charge (e.g. corkage fees) upon FIFA, any Delivery Entity, the Host Association, any Co-Host Association, any CONMEBOL Host Association, any Commercial Affiliate and/or any Licensee in connection with the use of any Commercial Affiliate Category Products/Services.

41.3 Sourcing of Commercial Affiliate Category Products/Services

If the Host City Authority (or any third party with whom the Host City Authority has contracted in connection with the Competition (or otherwise in connection with this Agreement) uses products and/or services that have been sourced from the relevant Commercial Affiliate (or Licensee) pursuant to Clause 41.2.1.1 or 41.2.1.2, FIFA may elect to supply the relevant products and/or services to the Host City Authority (or the relevant third party). In the absence of such supply, the terms and conditions relating to the supply of such Commercial Affiliate Category Products/Services to be used by the Host City Authority (or the relevant third party) will, unless otherwise determined by FIFA, be agreed directly between the Host City Authority (or the relevant third party) and the relevant Commercial Affiliate (or Licensee), provided that FIFA will use reasonable efforts to facilitate any related discussions and negotiations between the Host City Authority and the relevant Commercial Affiliate (or Licensee).

41.4 Use of Other Products

In circumstances where the Host City Authority fails to agree commercial terms with the relevant Commercial Affiliate (or Licensee) to supply the relevant Commercial Affiliate Category Products/Services (or otherwise does not use products and/or services that have been sourced from the relevant Commercial Affiliate or Licensee), the Host City Authority shall:

41.4.1 ensure that the relevant products and/or services used by the Host City Authority are free of any branding and/or advertising and, if requested by FIFA, include and/or display such branding as is specified by FIFA (which may include branding for the Competition and/or Commercial Affiliates/Licensees);

41.4.2 ensure that the relevant third party does not promote or otherwise publicly communicate its appointment to supply the relevant products and/or services;

41.4.3 ensure that the relevant third party does not supply the relevant products and/or services in any way, or do anything or omit to do anything which, in FIFA's opinion, creates an association between such third party and/or its products and/or services and FIFA, the Competition and/or the Centenary Celebration;

41.4.4 ensure that the relevant products and/or services are procured in accordance with applicable sourcing requirements in the FIFA Sustainable Tournament Requirements and any additional specific sourcing requirements that may be developed by FIFA from time to time to manage the sustainability impact of any products or services procured in connection with the Competition; and

41.4.5 submit to FIFA, at least ten (10) days before entering into any agreement with such third party, the final draft of the proposed agreement for FIFA's approval.

41.5 Support for Commercial Affiliates and Licensees

To the extent permitted by Applicable Laws (in particular, those relating to the procurement of any products or services by the Host City Authority), the Host City Authority shall support the Commercial Affiliates and Licensees in such manner as reasonably requested by FIFA in relation to the provision of any Commercial Affiliate Category Products/Services to third parties involved in the hosting, organisation and/or staging of the Competition (including in the construction, renovation and/or preparation of the Stadium and/or other Sites and/or facilities in the Venue to be used for the Competition). Such support shall include:

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- 41.5.1 providing relevant information and correspondence in order to allow the Commercial Affiliates (or Licensees, as applicable) to make offers to, or participate in any tenders conducted by, such third parties; and
- 41.5.2 facilitating any discussions and negotiations between any Commercial Affiliate (or Licensee, as applicable) and any such third party in relation to the provision of Commercial Affiliate Category Products/Services.

PART 9 – COMPETITION AND INTELLECTUAL PROPERTY RIGHTS

42. COMPETITION RIGHTS

42.1 Ownership of Rights

The Host City Authority acknowledges and agrees that:

- 42.1.1 as the founder of the Competition and the Centenary Celebration and the world governing body for association football and based on its organisational and financial contributions to, and responsibilities in relation to, the Competition and the Centenary Celebration, FIFA solely and exclusively owns all rights, title and interest in and to the Competition and the Centenary Celebration and owns and controls, on a worldwide basis, all Media Rights, Marketing Rights and other Competition Rights;
- 42.1.2 FIFA has and retains the sole and exclusive right to: (i) exploit, directly or indirectly, any and all Competition Rights on a worldwide basis in perpetuity, in any manner it sees fit and without any restriction; and (ii) retain all revenues derived from any such exploitation;
- 42.1.3 to the extent any goodwill arises from the use or exploitation of any Competition Rights by the Host City Authority (or any third party), such goodwill shall inure to the benefit of FIFA; and
- 42.1.4 except to the extent expressly granted in this Agreement, it does not obtain, or become entitled to claim, any right, title or interest in or to, or any right to use or exploit any Competition Right by virtue of this Agreement and all rights and opportunities not expressly granted to the Host City Authority in this Agreement are exclusively reserved to FIFA.

42.2 Host City Authority Restrictions and Obligations re: Competition Rights

The Host City Authority shall:

- 42.2.1 not use or exploit, or directly or indirectly grant (or purport to grant) to any third party the right to use or exploit, any Competition Right, unless expressly permitted under this Agreement or where such use or exploitation is approved by FIFA, and, to the extent such use or exploitation is permitted or approved, only use or exploit (and ensure that any relevant third party only uses or exploits) the relevant Competition Rights in accordance with this Agreement and any specific instructions of FIFA;
- 42.2.2 not challenge, or interfere in any manner with, or otherwise jeopardise or adversely impact FIFA's ownership or exploitation of any of the Competition Rights;
- 42.2.3 support FIFA prior, during and after the Competition Period in relation to the exploitation, protection and enforcement of any and all Competition Rights in the Venue as required herein or as otherwise requested by FIFA;
- 42.2.4 comply with any and all guidelines issued by FIFA from time to time in respect of the exercise and protection of the Competition Rights; and
- 42.2.5 not conduct, authorise or permit any direct or indirect activity, which may result in the infringement of, or unfair competition with, any Competition Rights (including those granted to any third party, including any Commercial Rights Holder) or any commercial rights or other rights and opportunities in relation to FIFA or any activity which would otherwise constitute

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42.3 Assignment of Competition Rights

42.3.1 To the extent that, at any time during the Term or thereafter, any Competition Right (by operation of Applicable Laws or otherwise) vests in or falls under the control of:

42.3.1.1 the Host City Authority, then the Host City Authority hereby unconditionally and irrevocably, free of charge and its own cost:

- (i) assigns and transfers to FIFA, with full title guarantee, throughout the world, such Competition Right (including, where applicable, by way of present assignment of future copyright to the fullest extent possible) for the full term thereof (including any renewals, reversions, revivals or extensions) and, thereafter, in perpetuity, together with all related rights of action; and
- (ii) irrevocably waives any and all claims to, directly or indirectly, exercise and/or exploit and/or assert any rights in relation to such Competition Right (including, to the extent permitted by law, any moral or personality rights and any other rights to be identified as the inventor, author or creator) and to grant to any third party the right to directly or indirectly exercise any such Competition Right; or

42.3.1.2 any other third party with whom the Host City Authority has contracted in relation to the Competition (or in relation to the Centenary Celebration), then the Host City Authority shall ensure that any such third party unconditionally and irrevocably, free of charge and its own cost:

- (i) assigns and transfers to FIFA, with full title guarantee, throughout the world, such Competition Right (including, where applicable, by way of present assignment of future copyright to the fullest extent possible) for the full term thereof (including any renewals, reversions, revivals or extensions) and, thereafter, in perpetuity, together with all related rights of action; and
- (ii) irrevocably waives all claims to, directly or indirectly, exercise and/or exploit and/or assert any rights in relation to such Competition Right (including, to the extent permitted by law, any moral or personality rights and any other rights to be identified as the inventor, author or creator) and to grant to any third party the right to directly or indirectly exercise any such Competition Right.

42.3.2 The Host City Authority shall promptly inform FIFA in writing if any right, title or interest in any Competition Right vests in or falls under the control of (or may be potentially deemed to vest in or fall under the control of) the Host City Authority or any third party(ies) (or the Host City Authority and any third party(ies) on a joint basis) for any reason including as a result of the application of Applicable Laws or any proposed or potential change to Applicable Laws.

42.3.3 The assignment, transfer and waiver in Clause 42.3.1.1 and the Host City Authority's obligation under Clause 42.3.1.2 shall apply notwithstanding (and the Host City Authority and relevant third parties shall not be permitted to withhold, refuse or restrict any assignment, transfer or waiver referred to in Clause 42.3.1 on the basis of) any news access laws or any other Applicable Laws. If the Host City Authority or any relevant third party is prevented from complying with Clause 42.3 on the basis of any news access laws or any other Applicable Laws, FIFA shall have the right to determine the manner in which the Host City Authority and FIFA shall (and the manner in which the Host City Authority shall ensure that any relevant third party shall) comply with such news access laws or Applicable Laws, including any policies, rules and requirements for accessing the relevant Sites.

42.3.4 Subject to Clause 42.3.3, to the extent that Clauses 42.3.1.1 and 42.3.1.2 are not effective to fully vest all Competition Rights in FIFA, then the Host City Authority shall (and shall ensure that the relevant third parties shall) hold all relevant Competition Rights on trust for FIFA and FIFA shall have an exclusive, worldwide, transferable, sub-licensable, royalty-free, perpetual

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licence to use, exercise and exploit such rights on an unfettered basis, for any purpose.

42.3.5 The Host City Authority shall ensure that each agreement entered into by the Host City Authority with a third party in relation to the Competition or the Centenary Celebration (as contemplated by Clause 22.8), incorporates provisions equivalent to those set out in Clauses 42.1 and 42.3.1.2 whereby the relevant third party:

42.3.5.1 irrevocably acknowledges FIFA's exclusive ownership, control and/or unfettered rights of exploitation of any and all Competition Rights;

42.3.5.2 irrevocably waives all claims to, directly or indirectly, exercise and/or exploit any Competition Right or to grant to any third party the right to directly or indirectly exercise any such Competition Right; and

42.3.5.3 effects and/or agrees to effect the assignment and transfer referred to in Clause 42.3.1.2.

42.3.6 Upon request by FIFA, the Host City Authority shall (and shall ensure that each relevant third party shall) sign, execute and affirm all instruments, applications and other documents and perform such other acts, free of charge, at its own cost, in a timely manner and in compliance with Applicable Laws and any instructions given by FIFA, as may be required to give full effect to, or evidence, any assignment, transfer or waiver effected in accordance with Clause 42.3.1 and otherwise to give full effect to the intention of this Clause 42.3.

42.4 No Association

The Host City Authority shall ensure that its service providers and other contractual partners, including sub-contractors and other third parties forming part of the Host City Authority's supply chain in connection with the Competition, are expressly prohibited from:

42.4.1 publicising, or making any statements in relation to, the nature of their relationship with the Host City Authority or their involvement with the Competition (including the fact that they supply services or products for the Competition); and

42.4.2 conducting any other activities which may, in FIFA's opinion, create an association between such entities and/or their products or services and FIFA, any Delivery Entity, the Host Association, any Co-Host Association and/or the Competition and/or any CONMEBOL Host Association and/or the Centenary Celebration. In this regard, the Host City Authority shall incorporate into its relevant contractual arrangements such wording as is provided by FIFA.

42.5 Competition Data

The Host City Authority shall transfer any and all Competition Data to FIFA at such frequencies, and in such format, as requested by FIFA and at all times in compliance with Clause 45.3.

42.6 Host City Authority Obligations in relation to Competition IP Rights/FIFA IP Rights

The Host City Authority shall not (and shall use its best endeavours to ensure that no other Governmental Authority in or relevant to the Venue shall):

42.6.1 oppose, or in any other way challenge, any Competition Mark or other Competition IP Right or FIFA Brand Mark or other FIFA IP Right or any application submitted or registration obtained by, or on behalf of, FIFA (or any of its affiliates, nominees or licensees) in relation to the same;

42.6.2 apply for any Intellectual Property Right protection of any kind whatsoever in respect of any Competition IP Right or FIFA IP Right;

42.6.3 develop, adopt, create, register and/or, unless expressly permitted by this Agreement, use:

42.6.3.1 any Competition IP Right or FIFA IP Right; or

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42.6.3.2 any trade mark, service mark, other mark, design, brand, name, indicia, designation, symbol, identifying music or sound, logo, mascot, emblem, trophy, domain name, or other artistic or orthographic representations (in any language) which:

- (i) includes or is confusingly similar to, is a simulation or colourable imitation of, or unfairly competes with, any Competition IP Right or any FIFA IP Right;
- (ii) includes the words "FIFA", "World Cup", "Mundial", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "Weltmeisterschaft", "Centenary Celebration Matches", "Partidos de Celebración del Centenario", "100-Year Anniversary", "Centenary Celebration", "Celebración del Centenario" or any element of the Official Competition Title(s) or any dates, in each case together with the name of the Host Country (or any Co-Host Country or CONMEBOL Host Country), the Host City, the Venue, the Stadium or any other host city, venue or stadium to be used in connection with the Competition or the Centenary Celebration (or, in each case, any similar indicia or derivation of such terms or dates in any language) (e.g. "WM" or "CC"); or
- (iii) otherwise refers to, or is associated with, or may be inferred by the public as referring to, or being associated with, the Competition (or any element thereof), the Centenary Celebration (or any element thereof), FIFA or any other FIFA competition, programme or event, the Host Association, any Co-Host Association and/or any CONMEBOL Host Association; or

42.6.4 take any other steps that could be reasonably expected to jeopardise or otherwise adversely impact FIFA's right, title or interest in any Competition IP Right or FIFA IP Right.

42.7 Restrictions on Third Parties

The Host City Authority shall not authorise or assist any third party to do anything prohibited by Clauses 42.2, 42.4 or 42.6 and shall ensure that each third party with whom the Host City Authority contracts in relation to the Competition (or the Centenary Celebration) (including, for the avoidance of doubt, any sub-licensee of the Host City Authority who is expressly permitted to use a Competition Mark pursuant to Clause 43.8), together with its own sponsors and commercial partners, each complies with the obligations and restrictions set out in Clause 42.2, 42.4 and 42.6. In this respect, the Host City Authority shall ensure that equivalent undertakings to those included in Clause 42.2, 42.4 and 42.6 are included in each of its contractual arrangements with, or in separate legally enforceable undertakings from, such third parties.

42.8 Host City Marks

The Host City Authority grants to FIFA a non-exclusive, royalty-free, sub-licensable and transferable licence to use the Host City Marks on a worldwide basis, during the Term and thereafter, for the sole purpose of FIFA fulfilling its responsibilities, performing its obligations, and exercising its rights, under this Agreement.

43. COMPETITION MARKS

43.1 Host City Composite Logo

43.1.1 Creation of Host City Composite Logo

Upon FIFA's request and in such manner as is determined by FIFA, the Host City Authority shall support FIFA in connection with the creation and design of the Host City-specific element of the Host City Composite Logo. The Host City Authority acknowledges and agrees that FIFA shall have approval over and be entitled to impose conditions in respect of the creation, design and use of the Host City Composite Logo, including the Host City-specific element thereof.

43.1.2 Assignment of rights in Host City Composite Logo

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In the event that by virtue of the Host City Authority's support pursuant to Clause 43.1.1 or otherwise, any right, title or interest in or to the Host City Composite Logo (or any element thereof) vests in or falls under the control of the Host City Authority (or any third party), the assignment of rights provisions set out in Clause 42.3 shall apply thereto and the Host City Authority shall ensure that any and all such rights, title or interests are assigned to FIFA, in accordance with Clause 42.3, prior to the public launch of the Host City Composite Logo.

43.1.3 FIFA use of Host City Composite Logo

The Host City Authority acknowledges and agrees that FIFA, in accordance with Clause 42.1, is the sole and exclusive owner of all Competition Marks (including the Host City Composite Logo) and retains the sole and exclusive right and authority to determine the manner and extent to which the same are exploited. The Host City Authority acknowledges and agrees that FIFA may grant to any third party the right to use the Host City Composite Logo for any purpose, on such terms as FIFA determines.

43.2 Licence of Certain Competition Marks

FIFA grants to the Host City Authority a non-assignable, non-sub-licensable, non-exclusive, non-transferable, royalty-free licence to use the following Competition Marks during the Term, for the limited purposes set out below, in each case in accordance with the terms of this Agreement:

43.2.1 the Host City Composite Logo for the purpose of:

43.2.1.1 promoting and communicating its status as a host city of the Competition; and

43.2.1.2 sourcing Premiums and distributing them for free in or within the vicinity of the Host City only, in order to promote its status as a host city of the Competition, provided that such Premiums:

- (i) are not sourced or used in numbers greater than any maximum specified by FIFA on a case-by-case basis;
- (ii) comply in all respects with any guidelines, instructions and/or directions issued by FIFA in connection with the Premiums;
- (iii) are sourced from Licensees, any preferred supplier of Premiums appointed by FIFA, Commercial Affiliates or other third parties, in each case as set out in any guidelines, instructions and/or directions issued by FIFA in connection with the Premiums;
- (iv) are not used to promote any third party or their brands, products or services; and
- (v) comply with Clause 43.4 and are approved by FIFA in accordance with Clause 43.5; and

43.2.2 the Competition Design, the Host City Designation and the Official Slogan, in each case as they relate to the Competition and solely for the purpose of promoting and communicating its status as a host city of the Competition.

43.3 No Right to Use Prior to Appointment

The Host City Authority acknowledges and agrees that it shall not be entitled to, nor shall it, use any Competition Marks prior to its selection and appointment as a host city of the Competition pursuant to Clause 6.1.

43.4 Use of Competition Marks

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43.4.1 The Host City Authority acknowledges and agrees that it shall not be entitled to use any Competition Mark other than those Competition Marks set out in Clause 43.2 (or any use resulting from the performance of its obligations in connection with the Venue Dressing Programme pursuant to Clause 27.3) unless otherwise expressly agreed by FIFA.

43.4.2 Each use of a Competition Mark by the Host City Authority shall:

43.4.2.1 be subject to FIFA's approval, in accordance with the approval process set out in Clause 43.5 and if approved, comply fully with FIFA's approval, together with any specific accompanying instructions or conditions given by FIFA; and

43.4.2.2 comply fully with any brand guidelines issued by FIFA from time to time (e.g. guidelines relating to the Competition Marks, Host City publications and/or Premiums), including by incorporating appropriate copyright notices and/or trade mark legends in accordance with such brand guidelines.

43.5 Approval Process

The Host City Authority shall submit each proposed use of a Competition Mark which is permitted pursuant to Clause 43.4 (including full and accurate representations of all related materials and, if requested by FIFA, pre-production samples) to FIFA for its approval in such form and in such manner as FIFA may direct on or before the date falling forty (40) days prior to their intended production or use (whichever is earlier).

43.6 Cessation of Use

In the event that the Host City Authority uses any Competition Mark without having received FIFA's approval in accordance with Clause 43.5 or in a manner which is not otherwise compliant with this Agreement, then, without prejudice to any other right or remedy of FIFA, the Host City Authority shall, upon receipt of written notice from FIFA and without unreasonable delay, cease such use of the relevant Competition Mark and withdraw all relevant materials from circulation.

43.7 No Third Party Association

The Host City Authority acknowledges and agrees that on each occasion that it uses any Competition Mark (and/or any other FIFA IP Right), including any use on any Premium or other materials, it shall not include any name, symbol, branding, logo, design, trade mark or other identification denoting or identifying any third party or any third party's products or services or portray or refer to any third party's products or services themselves (other than those of the Commercial Affiliates or any other third party if and to the extent required by, and otherwise strictly in compliance with, any brand guidelines or other instructions issued by FIFA from time to time and/or FIFA's instructions).

43.8 Third Party Use of Competition Marks

The Host City Authority shall not be entitled to sub-license the right to use any Competition Mark to any third party without FIFA's approval. To the extent that FIFA approves any such sub-licence, the Host City Authority shall ensure that each such third party complies with the obligations and restrictions set out in Clauses 43.3 to 43.7 (inclusive). The Host City Authority shall ensure that equivalent undertakings to those included in Clauses 43.3 to 43.7 (inclusive) are included in each of its contractual arrangements with, or in separate legally enforceable undertakings from, such third parties. The terms and conditions applicable to such sub-licence shall be subject to FIFA's approval.

44. PROTECTION AND ENFORCEMENT OF RIGHTS

44.1 Brand Protection Programme

The Host City Authority acknowledges and agrees that FIFA is solely and exclusively entitled to register any Competition Mark or other Competition IP Right in any territory, including the Host Country. Further, the Host City Authority acknowledges and agrees that FIFA intends to develop and manage a global Brand Protection Programme for the protection and enforcement of the Competition Rights which will

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include the:

- 44.1.1 protection of all registered and unregistered Competition Marks and other Competition IP Rights;
- 44.1.2 prevention, surveillance and enforcement against infringements of, or unfair competition with, the Competition Rights;
- 44.1.3 prevention of the unauthorised transfer, resale or use of Tickets by third parties;
- 44.1.4 creation and development of an on-Site strategy to protect the Competition (and, if applicable, the Centenary Celebration) and Competition-Related Events in the Host Country and each host city, including the Host City, in coordination with the Host Association, any Co-Host Association(s) and with other relevant Governmental Authorities; and
- 44.1.5 establishment of a national rights protection committee in the Host Country, and/or an umbrella rights protection committee to cover the Host Country and all Co-Host Countries, which shall consist of senior representatives of the relevant national authorities in the Host Country (or in the case of an umbrella committee, senior representatives of the relevant national authorities in the Host Country and all Co-Host Countries) (as well as a FIFA representative (or representatives)), including relevant Government ministries, intellectual property authorities, customs service authorities, law enforcement agencies and further authorities competent in the enforcement and protection of Competition Rights.

44.2 Host City Authority Brand Protection Programme Obligations

The Host City Authority shall:

- 44.2.1 actively cooperate with FIFA in relation to the implementation of the Brand Protection Programme (and in particular, the protection and enforcement against Ambush Marketing) to ensure, to the fullest extent possible, the effectiveness of the Brand Protection Programme in the Brand Protection Area and the adequate protection of the Competition IP Rights including, in particular, in relation to Ticketing enforcement activities;
- 44.2.2 provide FIFA with all assistance and support set out in this Clause 44.2 or which is specifically requested by FIFA, in respect of the proactive protection and enforcement of the Competition IP Rights in the Brand Protection Area, prior to and during the Competition Period;
- 44.2.3 notify FIFA with full particulars, without unreasonable delay, by way of the standard infringement notification form to be provided by FIFA (together with any other information specifically requested by FIFA), in the event it becomes aware of any infringement or unauthorised use (or suspected infringement or unauthorised use) of any of the Competition Marks or other Competition IP Rights or of any Ambush Marketing activities;
- 44.2.4 by no later than 30 June 2027, propose to FIFA for approval (and, following approval from FIFA, thereafter forthwith appoint) one or more suitably qualified and experienced individual(s) (preferably, in each case, who is a member of the Host City Authority's legal, advertising or licensing department) to assist FIFA with the implementation of the Brand Protection Programme in the Brand Protection Area and to act as the primary contact for all communications between the Host City Authority and FIFA in respect thereto. Such appointed individual shall, without limitation, regularly inspect existing signage, branding and advertising in the Brand Protection Area, in particular alongside the Official Routes and shall report their findings to FIFA on a quarterly basis and at any other time requested by FIFA. Such reporting shall be increased to a monthly basis (or at any time upon request by FIFA) during the period commencing on the date falling six (6) months prior to the First Match until and including the day of the Final Match; and
- 44.2.5 organise and conduct, in conjunction with FIFA, public information initiatives (such as workshops, seminars and public information sessions) regarding compliance with the restrictions and special rules connected to the Brand Protection Programme, which initiatives

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shall in particular be aimed at local entities and businesses affected by any restrictions and special rules in the Clean Zones and at industry bodies and associations in relevant industry sectors (e.g. advertising and marketing associations). The Host City Authority shall also cooperate with FIFA in the dissemination of public guidelines and any other information which can help inform the public on any restrictions and special rules related to the Competition and the Centenary Celebration.

44.3 Enforcement Action

The individual(s) appointed pursuant to Clause 44.2.4 shall on behalf of FIFA prepare and carry out enforcement actions against unlawful third party activities in compliance with Applicable Laws and in a reasonable and appropriate manner, provided always that the Host City Authority shall:

- 44.3.1 consult with FIFA prior to taking any enforcement action and shall not initiate any enforcement action without FIFA's approval; and
- 44.3.2 act in full compliance with FIFA's instructions in relation to such enforcement (and FIFA shall have the right, at any stage, to make any decision in relation to any enforcement action).

44.4 Municipal Special Laws relating to Competition Rights

Without prejudice to the generality of its obligations under Clause 24.2, the Host City Authority shall:

- 44.4.1 by no later than 31 December 2027, provide FIFA with a written report, prepared by a suitably qualified and experienced independent lawyer in the Host City of the highest professional reputation and who has been approved by FIFA, which sets out:
 - 44.4.1.1 a high-level summary of the legal framework applicable in the Venue for the protection and enforcement of the Competition Rights (including as described in Clause 44.1); and
 - 44.4.1.2 a list of all Municipal Special Laws which are to be enacted or granted to ensure the protection and enforcement of all Competition Rights in the Venue (including as described in Clause 44.1); and
- 44.4.2 ensure that all Municipal Special Laws as are necessary to ensure the protection and enforcement of all Competition Rights in the Venue are, in close consultation with FIFA, enacted or otherwise granted on or before the date falling eighteen (18) months prior to the First Match, including any Municipal Laws: (i) relating to the enforcement of the Clean Zone and the Host City Authority's obligations under Clause 25.3; and (ii) which permit FIFA's authorised representatives or any representatives or officials of the Host City Authority (acting in close coordination with FIFA), to immediately confiscate any materials and/or halt any activities which constitute Ambush Marketing.

PART 10 – DATA PROTECTION AND CYBER SECURITY

45. DATA PROTECTION

45.1 General Compliance

Each Party shall comply with the Data Protection Laws (including any applicable laws/standards relating to cyber-security) in connection with their Processing of any Personal Data in relation to the fulfilment of their responsibilities, the performance of their obligations and the exercise of their rights hereunder.

45.2 Data Processing

- 45.2.1 The Parties envisage that in connection with this Agreement and/or the Competition and/or the Centenary Celebration, it may be necessary for the Host City Authority (in its capacity as a Processor), to Process certain Personal Data on behalf of FIFA, in respect of which FIFA

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determines the purposes and means of Processing such data (in its capacity as a Controller), or vice versa. However, as at the date of the Host City Agreement Submission, it is not possible to specify the details and scope of such Personal Data and Processing activities. On such basis, prior to the Host City Authority Processing any Personal Data on behalf of FIFA (or vice versa), the relevant Parties shall enter into FIFA's then current standard form data processing agreement.

45.2.2 The Host City Authority acknowledges and agrees that the data processing agreement referred to in Clause 43.2.1 shall include:

45.2.2.1 requirements relating to the geographical location of data storage;

45.2.2.2 a procedure for responding to Data Subject requests, including obligations on the Host City Authority to respond promptly and appropriately to any such requests and to provide FIFA with its full assistance in relation to FIFA's obligations to respond to such requests; and

45.2.2.3 a suitably qualified and experienced point of contact at the Host City Authority to act as the primary point of contact for all data protection matters.

45.2.3 For the avoidance of doubt, FIFA shall be entitled to issue additional requirements (or to vary the terms of the data processing agreement) pertaining to the Processing of Personal Data at any time and the Host City Authority shall be required to comply with any such requirements. The Host City Authority acknowledges and agrees that FIFA may issue additional requirements (or vary the terms of the data processing agreement) as a result of, without limitation: (i) changes in Data Protection Laws; (ii) updates in relevant case law and/or regulatory guidance; and/or (iii) decisions by the European Commission in relation to the "Standard Contractual Clauses" applicable to the transfer of Personal Data to "third countries".

45.2.4 The Parties acknowledge that the GDPR restricts transfers of Personal Data from the European Economic Area ("EEA") or Switzerland to "third countries", except where the European Commission and the Swiss Federal Data Protection and Information Commissioner have decided that the relevant third country, a territory or one or more specified sectors within that third country ensure an adequate level of protection, and that the effect of such an adequacy decision is that Personal Data can flow from the EEA or Switzerland to that third country without any further safeguards being necessary. In the event that a Party is established outside of the EEA or Switzerland, the Parties agree that the "Standard Contractual Clauses" (as approved by the European Commission) shall apply to any transfer of Personal Data from FIFA to such Party.

45.3 Competition Data

45.3.1 Further to Clause 42.5, the Host City Authority acknowledges and agrees that FIFA shall exclusively own and control the Competition Data and shall be permitted to use such data for any purposes whatsoever (subject to its compliance with Data Protection Laws, this Agreement and the provisions of any data sharing agreement and/or data processing agreement entered into between FIFA and the Host City Authority). To the extent that the Host City Authority is collecting or otherwise Processing any Personal Data comprised in the Competition Data in connection with the fulfilment of its responsibilities, the performance of its obligations, or the exercise of its rights hereunder, it shall comply with all applicable obligations under the Data Protection Laws and the terms of FIFA's then current standard form data sharing agreement (to be entered into between FIFA and the Host City Authority prior to such Processing commencing), to the extent such Processing is not covered by a data processing agreement pursuant to Clause 45.2. For the avoidance of doubt, FIFA shall be entitled to issue additional requirements (or to vary the terms of the data sharing agreement) pertaining to the collection or other Processing of Personal Data comprised in Competition Data at any time, and the Host City Authority shall be required to comply with any such requirements.

45.3.2 The Host City Authority acknowledges and agrees that the data sharing agreement referred to in Clause 45.3.1 shall include:

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- 45.3.2.1 requirements relating to the geographical location of data storage;
- 45.3.2.2 a procedure for responding to Data Subject requests, including obligations on the Host City Authority to respond promptly and appropriately to any such requests and to provide FIFA with its full assistance in relation to FIFA's obligations to respond to such requests;
- 45.3.2.3 obligations on the Host City Authority to provide transparent information to Data Subjects relating to the collection, use and disclosure of their Personal Data by the Host City Authority; and
- 45.3.2.4 a suitably qualified and experienced point of contact at the Host City Authority to act as the primary point of contact for all data protection matters.

45.4 Competition Data Licence

FIFA hereby grants the Host City Authority:

- 45.4.1 a non-assignable, non-sub-licensable, non-exclusive, non-transferable licence for the duration of the Term, to use the Competition Data which the Host City Authority collects during the Term (or otherwise obtains pursuant to the terms of any data sharing agreement entered into between FIFA and the Host City Authority), solely for the purposes of enabling the Host City Authority to fulfil its responsibilities, perform its obligations and to exercise its rights hereunder; and
- 45.4.2 in respect of the period after the end of the Term, a non-assignable, non-sub-licensable, non-exclusive, non-transferable licence to use Competition Data which the Host City Authority collected during the Term, for such periods and purposes as FIFA shall approve.

To the extent that any Competition Data comprises Personal Data, the Host City Authority shall use such data strictly in accordance with the terms of FIFA's standard form data processing agreement and/or data sharing agreement (as applicable), as referred to in Clauses 45.2 and 45.3 respectively.

46. CYBER SECURITY

- 46.1 Without limitation to the Host City Authority's obligations at Clause 45.1 and under any data processing agreement or data sharing agreement entered into with FIFA, the Host City Authority shall establish, implement, manage and maintain (and ensure its personnel implement, manage and maintain) data safeguards that are no less rigorous than practices consistent with generally recognised industry standard best practices ("**Data Security Best Practices**"). Notwithstanding the foregoing, the Host City Authority acknowledges that such reasonable Data Security Best Practices may include, as appropriate, the requirements set forth in Article 32(1) of the GDPR or in other applicable Data Protection Laws. The Host City Authority shall implement and maintain its security procedures and practices for the purpose of protecting all Data it Processes in connection with the Competition (and/or the Centenary Celebration) from unauthorised access, destruction, use, modification, or disclosure, having regard to the state of technological development and the expense of implementing any such procedures and practices.
- 46.2 The Host City Authority shall give reasonable consideration to FIFA's recommendations for changes to the Data Security Best Practices. In the event that the Host City Authority intends to implement a material change to the Data Security Best Practices (including pursuant to FIFA's request), the Host City Authority shall notify FIFA in advance.
- 46.3 Without prejudice to FIFA's other rights and remedies under this Agreement, and in addition to the Host City Authority's obligations under applicable Data Protection Laws, in the event that the Host City Authority discovers or is notified of a breach or potential breach of the Data Security Best Practices or breach of any applicable Data Protection Laws, or any other unauthorised access, use or disclosure of Competition Data or any other data security incident in connection with its obligations under this Agreement ("**Data Security Incident**"), then the Host City Authority shall promptly (and in any case no later than twenty-four (24) hours after such discovery or notification) notify FIFA of such Data Security

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Incident including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Competition Data records concerned, the impact and likely consequences on FIFA and the affected Data Subjects of the Data Security Incident, and the corrective action taken or to be taken by the Host City Authority.

- 46.4 Following any Data Security Incident, the Host City Authority shall consult and cooperate in good faith with FIFA regarding Remediation Efforts. If directed by FIFA (acting reasonably), the Host City Authority shall undertake Remediation Efforts and shall ensure that such Remediation Efforts provide for, at a minimum, reasonable efforts to seek to prevent the recurrence of the same type of Data Security Incident, and reasonably cooperate with any Remediation Efforts undertaken by FIFA.

PART 11 – COSTS AND TAXES

47. COSTS

Except as otherwise expressly provided herein, the Host City Authority shall be solely responsible for (and neither FIFA, the Host Association, any Co-Host Association, any CONMEBOL Host Association nor any Delivery Entity shall have any responsibility or liability to the Host City Authority or any other person for) the costs and expenses to be incurred in connection with: (i) the proposal of the Host City as a candidate for selection as a host city for the Competition; (ii) the negotiation, execution or completion of this Agreement; (iii) the fulfilment and performance of the Host City Authority's responsibilities and obligations under this Agreement and the Hosting Requirements (including during the Offer Period), as such responsibilities and obligations may be modified in accordance with Clause 23 or any other provision hereof; or (iv) any exercise of the Host City Authority's rights and opportunities hereunder.

48. TAXES

48.1 The Host City Authority:

48.1.1 shall not impose any taxes, duties or levies on FIFA, any Delivery Entity (and/or any direct and/or indirect subsidiaries of FIFA), the Host Association, any Co-Host Association and/or any CONMEBOL Host Association as a direct or indirect consequence of the hosting, organisation and staging of the Competition and/or the execution, implementation and/or termination of this Agreement; and

48.1.2 acknowledges and agrees that if any taxes, duties or levies are imposed directly or indirectly by any person or entity under municipal laws and/or regulations in the Venue, on FIFA, any Delivery Entity (and/or any direct and/or indirect subsidiaries of FIFA), the Host Association, any Co-Host Association and/or any CONMEBOL Host Association, they shall be borne by the Host City Authority. If and to the extent FIFA, any Delivery Entity (and/or any direct and/or indirect subsidiaries of FIFA), the Host Association, any Co-Host Association and/or any CONMEBOL Host Association incur any liability in relation to such taxes, duties and levies (or any related costs), then the Host City Authority shall indemnify and hold free and harmless such person from and against any such liability or cost.

48.2 Subject to 48.1, each Party shall bear its own Swiss and non-Swiss taxes, duties and levies (if any) which directly or indirectly result from the execution, implementation and/or termination of this Agreement and the grant or exercise of its rights, the fulfilment of its responsibilities and the performance of its obligations hereunder, and shall be responsible for all tax-related compliance obligations and requirements in connection therewith (including registration and declaration requirements, adherence to deadlines and timely payment of any taxes due).

48.3 The Parties shall cooperate in good faith to seek to minimise any non-refundable taxes, duties and levies in line with Applicable Laws and practice. If Applicable Laws and practice provide for any refund, reduction or credit of taxes, duties and/or levies, the Parties shall use their best endeavours to obtain such refund, reduction or credit and shall duly and in a timely manner issue all forms and/or other documentation necessary under Applicable Laws and practice in order to obtain such refund, reduction or credit.

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- 48.4 Any tax declaration or tax ruling request to be submitted to tax authorities in connection with this Agreement and/or the Competition and/or the Centenary Celebration, or which deals with the relationship between the Parties (or between FIFA and either the Host Association or the Host City Authority) shall be submitted to FIFA in advance for its approval.
- 48.5 Nothing in this Clause 48 shall affect the obligations or liability of the Government or any other Governmental Authority under or in connection with any Government Guarantee or any other contract between FIFA and any Governmental Authority, including any exemption from taxes, duties and levies payable under municipal laws and regulations in the Host City.

PART 12 – LEGAL PROVISIONS

49. ENFORCEABILITY

- 49.1 The Host City Authority represents and warrants that this Agreement and the Host City Declaration relating to the Host City is and shall remain from (and including) the date of the Host City Agreement Submission, irrevocable, valid, legally binding, directly applicable, and fully enforceable by FIFA against the Host City Authority in accordance with its terms. The Host City Authority acknowledges and agrees that the term "fully enforceable" in this Clause 49.1 shall, in particular, entitle FIFA to request specific performance by the Host City Authority in relation to the Host City Authority's responsibilities and obligations under this Agreement and the relevant Host City Declaration (and to seek interim reliefs to protect such right).
- 49.2 Without limitation to Clause 49.1 and without prejudice to the rights and remedies otherwise available to FIFA, if this Agreement or the Host City Declaration relating to the Host City is not, will not be or ceases to be at any time, in whole or in part, irrevocable, valid, legally binding, directly applicable and/or fully enforceable by FIFA against the Host City Authority in accordance with its terms without the enactment and/or grant of any Municipal Special Laws, then:
- 49.2.1 the Host City Authority shall enact and/or grant such Municipal Special Laws as are necessary to ensure that this Agreement and the relevant Host City Declaration is, and will be, irrevocable, valid, legally binding, directly applicable and fully enforceable by FIFA in accordance with its terms and to ensure the implementation, performance and enforcement of this Agreement and the relevant Host City Declaration; or
- 49.2.2 if the Host City Authority is not authorised to enact or grant, or to undertake to enact or grant, such Municipal Special Laws, then the Host City Authority shall take: (i) such steps as are necessary to initiate and pursue legislative proceedings for the enactment and/or grant of such Municipal Special Laws; and (ii) such alternative measures, within its authority and in compliance with the laws of the Host Country, as are necessary to provide the best possible legal certainty in relation to the irrevocability, validity, legally-binding nature, direct applicability and full enforceability of this Agreement and the relevant Host City Declaration and to ensure the implementation, performance and enforcement of this Agreement and the relevant Host City Declaration,
- in each case on or before the earlier of: (i) the relevant date(s) specified in the Government Legal Statement; and (ii) 30 June 2026. In the event that this Agreement or the relevant Host City Declaration ceases to be, in whole or in part, irrevocable, valid, legally binding, directly applicable and/or fully enforceable at any time after 30 June 2026, then the Host City Authority shall comply with Clauses 49.2.1 and 49.2.2 as soon as possible after the Host City Authority becomes aware of the same.

50. REPRESENTATIONS AND WARRANTIES

50.1 Initial Representations and Warranties

The Host City Authority represents and warrants (as at the date of the Host City Agreement Submission and throughout the Term) that:

- 50.1.1 it is duly organised and in good standing under the laws of the Host Country;
- 50.1.2 it is the executive authority which is legally competent to represent, and which ordinarily enters

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SECRETARIA D'AREA II - SECRETARIA D'AREA II	JOSE VICENTE RUANO VILA	23/02/2024	ACCVCA-120	48801306209778079349 062252786540672854



into legally binding relations for and on behalf of, the Host City;

- 50.1.3 it has the full right, capacity, power and authority to enter into this Agreement;
- 50.1.4 subject to Clause 11.1, it has the full right, capacity, power and authority to fulfil its responsibilities, perform its obligations, exercise its rights and grant all relevant rights hereunder, in each case, in accordance with the terms hereof;
- 50.1.5 this Agreement has been duly authorised, executed and delivered by, and on behalf of, the Host City Authority;
- 50.1.6 this Agreement constitutes legal, valid and binding obligations of the Host City Authority, enforceable against the Host City Authority in accordance with its terms;
- 50.1.7 it is not aware of any actual or potential facts or circumstances which impair or restrict (or may impair or restrict) its ability to, fulfil its responsibilities, perform its obligations, exercise its rights or grant any relevant rights, under this Agreement;
- 50.1.8 the execution of this Agreement by the Host City Authority, the fulfilment of its responsibilities, the performance of its obligations, the exercise of its rights and the grant by it of all relevant rights hereunder does not conflict with, or constitute a breach or violation of any:
 - 50.1.8.1 Applicable Laws;
 - 50.1.8.2 of its contractual obligations; or
 - 50.1.8.3 of its articles of association, by-laws or any of its other constituting documents;
- 50.1.9 it has not concluded any agreement or arrangement with any third party which would prohibit or restrict FIFA, any Delivery Entity, the Host Association, any Co-Host Association, any CONMEBOL Host Association, any Commercial Rights Holder or any of FIFA's service providers from fulfilling or performing their responsibilities or obligations, or exercising their rights, in relation to the Competition and/or the Centenary Celebration;
- 50.1.10 FIFA's use of any Host City Marks in accordance with Clause 41.8 will not infringe any rights of any third party;
- 50.1.11 there are no actions, suits, investigations, enquiries or proceedings pending or, to the best knowledge of the Host City Authority, threatened against the Host City Authority or any of its officials or other personnel before any court, tribunal, other Governmental Authority, regulatory body, dispute resolution body, agency or other authority which might:
 - 50.1.11.1 materially compromise, or reflect unfavourably upon, the good name, goodwill, standing, reputation or image of, or which may bring into public disdain or disrepute, FIFA, the Host Association, any Co-Host Association, any CONMEBOL Host Association, the Competition, the Centenary Celebration or the sport of football; and/or
 - 50.1.11.2 materially adversely affect the Host City Authority's ability to fulfil its responsibilities or perform its obligations under this Agreement;
- 50.1.12 it will not claim any immunity from any jurisdiction or enforcement proceedings in relation to this Agreement or the matters contemplated herein, and the Host City Authority irrevocably and unconditionally waives all rights of immunity from jurisdiction or enforcement in respect of itself and its assets, regardless of their nature or purpose, including in respect of pre-judgement interim relief and post-judgement execution of any judgement or arbitral award;
- 50.1.13 it will not, and the Host City Authority irrevocably and unconditionally agrees not to:
 - 50.1.13.1 invoke or seek to rely upon any laws of the Host Country to seek relief from, avoid

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or otherwise circumvent any of its responsibilities or obligations under this Agreement; or

50.1.13.2 contest or challenge, in any manner: (i) the authority or power of representation of any signatory to this Agreement; or (ii) the arbitrability of any dispute arising from, or in connection with, this Agreement pursuant to Clause 76 (including the Host City Authority's capacity or standing to be a party to any such arbitration proceedings);

50.1.14 all information and statements relating to the Host City and/or the Venue (including any proposals, plans, concepts, strategies, commitments, representations, warranties, assurances and any statements of intention or expectation) which have been provided or made to FIFA by the Host Association and/or any Co-Host Association (on its or their own behalf and/or on behalf of the Host City Authority) and by the Host City Authority itself in the Bidding Documents and otherwise during the Bidding Process and/or the host city selection process is or are true, accurate and not misleading (including by omission of any material or information); and

50.1.15 each PDF copy of this Agreement which is submitted to FIFA pursuant to Clause 66 is a true and complete copy of the original version of this Agreement, as signed by the Host Association and the Host City Authority.

50.2 Future Representations and Warranties

The Host City Authority represents and warrants (as at the date the relevant item listed in this Clause 50.2 is provided and thereafter for the remainder of the Term) that all information and statements included in:

50.2.1 any report, statement, plan, concept or strategy provided by the Host City Authority pursuant to this Agreement is true, accurate and not misleading (including as a result of the omission of any material or information); and

50.2.2 each proposal given by the Host City Authority pursuant to this Agreement in relation to the Host City and/or any Site or other Official Accommodation, facility or location within the Venue is, to the best of its knowledge, true, accurate and not misleading (including by omission of any material or information).

50.3 Requirement to Notify of Inaccuracy

The Host City Authority shall promptly notify FIFA if, at any point during the Term, it is aware, or becomes aware, that any representation or warranty referred to in Clause 50.2.1 or Clause 50.2.2 is untrue, inaccurate or is otherwise misleading (including as a result of the omission of any material or information) and shall provide FIFA with all relevant details.

51. TERM

Subject to Clause 4, this Agreement shall commence upon execution by the Host City Authority and will expire immediately upon the earlier of:

51.1.1 the conclusion of the Offer Period (where the Host City has not been selected as a host city for the Competition and FIFA has not countersigned this Agreement pursuant to Clause 6.1); and

51.1.2 six (6) months after the conclusion of the Final Match;

in each case, unless terminated earlier in accordance with Clause 52 (the "Term").

52. TERMINATION

52.1 FIFA shall be entitled to terminate this Agreement with immediate effect, by written notice to the Host City Authority if:

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- 52.1.1 an Insolvency Event occurs in relation to the Host City Authority;
- 52.1.2 the Host City Authority commits an irremediable material breach of this Agreement;
- 52.1.3 the Host City Authority commits a remediable material breach of this Agreement and fails to remedy such material breach (to FIFA's reasonable satisfaction) within the applicable Cure Period following receipt of written notice from FIFA requiring remedy of the relevant breach;
- 52.1.4 FIFA has reasonable grounds to believe that the Host City Authority will not be able to comply (for any reason whatsoever, including as a result of any Force Majeure Event) with any of its material responsibilities or obligations under this Agreement and the failure to meet such responsibility(ies) or obligation(s) is likely to materially and adversely affect the hosting, organisation and/or staging of the Competition and/or any Match or Competition-Related Event in the Host City or the Venue;
- 52.1.5 the Hosting Agreement is wholly or partially terminated or repudiated or FIFA has grounds to terminate or repudiate the Hosting Agreement (in whole or in part) or the Hosting Agreement is otherwise not, or ceases to be, valid, binding and enforceable (in whole or in part) or the Host Association or any Co-Host Association announces its intention to terminate or repudiate the Hosting Agreement (in whole or in part) for any reason;
- 52.1.6 in relation to any Stadium Agreement, Airport Agreement or Joinder Agreement:
 - 52.1.6.1 any such agreement is terminated or repudiated (or FIFA has grounds to terminate or repudiate any such agreement) or otherwise is not, or ceases to be, valid, binding and enforceable (in whole or in part); or
 - 52.1.6.2 the relevant Stadium Authority, Airport Authority or Additional Authority (as applicable) announces its intention to terminate or repudiate the relevant Stadium Agreement, Airport Agreement or Joinder Agreement (in whole or in part) for any reason;
- 52.1.7 any Force Majeure Event or any decision or action reasonably taken by FIFA in anticipation of, or in order to address, any Force Majeure Event:
 - 52.1.7.1 adversely affects, or is likely to adversely affect, the ability of FIFA, the Host Association, any Co-Host Association and/or the Host City Authority to perform any of their material responsibilities or obligations (including under this Agreement) in relation to the hosting, organisation and/or staging of the Competition and/or any Match or Competition-Related Event in the Host City or the Venue;
 - 52.1.7.2 materially and adversely affects, or is likely to materially and adversely affect, the hosting, organisation and/or staging of the Competition and/or any Match or any Competition-Related Event in the Host City or the Venue; and/or
 - 52.1.7.3 threatens or jeopardises, or is likely to threaten or jeopardise, the health, safety and/or security of persons involved in the hosting, organisation and/or staging of the Competition and/or any Match or any Competition-Related Event in the Host City or the Venue (including members of any FIFA Delegation and/or Team Delegation attending the Venue and/or any other participants in, or attendees at, the Competition, any Match or any Competition-Related Event in the Host City or the Venue);
- 52.1.8 FIFA has reasonable grounds to believe that the hosting, organisation and/or staging of the Competition and/or any Match or any Competition-Related Event in the Host City or the Venue will, or is likely to, increase, the risk or impact of any pandemic or epidemic or the spread of any illness or disease;
- 52.1.9 the Host City, the Venue or any wider region in which the Host City and/or the Venue is located is, at any time (whether before or during the Competition) in a state of, engaged in, or subject to declared or undeclared war, belligerence, invasion, armed conflict, revolution, civil war, insurrection, military coup, military operation or emergency (including any health or medical

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emergency), or is subject to a boycott, sanction or embargo decreed by the international community including in connection with Human Rights, or if there is a reasonable threat of any of the foregoing;

52.1.10 the Host City Authority and/or any other Governmental Authority has enacted, passed or implemented (or FIFA has reasonable grounds to believe that any of the aforementioned will, or is likely to, enact, pass or implement) any law, regulation, ordinance or similar legislative or administrative action which is effective in and/or applicable to the Host City and/or the Venue and which:

52.1.10.1 FIFA has reasonable grounds to believe will severely undermine the Host City Authority's ability to comply with its commitment in the Host City Declaration relating to the Host City to respect and protect Human Rights in relation to its activities connected to the Competition; and/or

52.1.10.2 will severely undermine FIFA's ability (or the ability of any person acting on FIFA's behalf) to carry out its or their activities in relation to the Competition in accordance with FIFA's Statutes and/or the FIFA Human Rights Plan;

52.1.11 the Host City Authority or any of its personnel, employees, officials, agents, representatives or consultants breach the FIFA Code of Conduct for Third Parties or otherwise engages in any conduct, behaviour, practice or arrangement which is/are immoral, deceptive or misleading, compromise or may reflect unfavourably upon the good name, goodwill, standing, reputation or image of or which may bring into public disdain or disrepute, FIFA, the Competition, the Centenary Celebration, any Delivery Entity, the Host Association, any Co-Host Association, any CONMEBOL Host Association or any Team, or Commercial Rights Holder, and/or the sport of football itself;

52.1.12 as a result of FIFA cancelling, abandoning, postponing, rescheduling and/or relocating one or more Matches or Competition-Related Events as described in Clause 55.1, no Matches or Competition-Related Events are scheduled to take place in the Host City or Venue or FIFA otherwise determines that the Host City or Venue is not suitable for hosting Matches or Competition-Related Events or that the part of the Competition which was initially scheduled to take place in the Host City or Venue has been substantially reduced;

52.1.13 any information and/or any of the proposals, plans, concepts, strategies, commitments, representations, warranties, assurances or any statement of intention or expectation referred to in Clause 5.5.2 is or are untrue, inaccurate or misleading (including by omission of any material or information); or

52.1.14 FIFA notifies the Host City Authority that the Official Accommodation in the Venue will not comply (or is not likely to comply) with FIFA's Official Accommodation requirements for the Competition and the Host City Authority fails to remedy the relevant deficiency to FIFA's satisfaction within the applicable Cure Period.

52.2 Where FIFA has committed a material breach of this Agreement and fails to remedy such material breach within thirty (30) days after receipt of written notice from the Host City Authority requiring remedy of the relevant breach, the Host City Authority shall be entitled to terminate this Agreement by written notice to FIFA.

52.3 Notice of Termination

FIFA shall be entitled to terminate this Agreement pursuant to Clause 52.1 by written notice to the Host City Authority. For the avoidance of doubt, such written notice shall be sufficient to terminate the entirety of this Agreement and FIFA shall have no obligation to notify the Host Association or take any other steps in order to terminate this Agreement.

52.4 Consequences of Expiry or Termination

In the event of expiry or earlier termination of this Agreement:

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- 52.4.1 the appointment of the Host City Authority under this Agreement shall immediately terminate, and all rights granted to the Host City Authority hereunder shall immediately and automatically cease and, where applicable, fully revert to FIFA, at no cost to FIFA;
- 52.4.2 such expiry or earlier termination shall be without prejudice to any responsibilities or obligations due to be fulfilled or performed by the Host City Authority, or rights, remedies, liabilities or claims accrued against the Host City Authority existing at, or prior to, such expiry or earlier termination and shall not be construed as a waiver of any of the same;
- 52.4.3 in respect of the subject matter of this Agreement, the Host City Authority shall not have any right or claim to damages or other compensation against FIFA, any Delivery Entity, the Host Association, any Co-Host Association, any CONMEBOL Host Association, FIFA's subsidiaries and/or any of their directors, officers, members, personnel, employees, auxiliary persons, agents and representatives, and expressly waives all such rights and claims, save to the extent permitted by Clause 58;
- 52.4.4 the Host City Authority shall promptly deliver up and/or destroy (at FIFA's election) all materials (together with all copies thereof) containing, reflecting, incorporating or based on Confidential Information of FIFA, the Host Association, any Co-Host Association and/or any CONMEBOL Host Association which are in the possession or control of the Host City Authority (including those contained on its electronic systems and devices) and upon FIFA's request, all other documents and materials created by or on behalf of the Host City Authority in connection with this Agreement or the Competition;
- 52.4.5 the Host City Authority shall promptly return any unused/not-consumed goods directly or indirectly received from FIFA or any of FIFA's appointees;
- 52.4.6 all terms and conditions of this Agreement which are intended to survive expiry or earlier termination of this Agreement, including Clauses 1, 27.4, 32.6.4, 32.7, 42.3, 42.5, 42.8, 45.1, 45.2, 45.2.4, 46, 47, 48, 49.1, 52.4, 56, 57, 58, 59, 63, 65, 68, 69, 71, 72.2, 74, 75, 76 shall survive and continue to bind the Parties, notwithstanding any such expiry or earlier termination of this Agreement; and
- 52.4.7 in respect of early termination only:
- 52.4.7.1 the Host City Authority shall ensure the smooth transition of all preparation work to FIFA and/or any entity designated by FIFA;
- 52.4.7.2 FIFA shall be entitled to make such arrangements in relation to the hosting, organisation and staging of the Competition as it sees fit (including, if applicable, appointing another host city authority in place of the Host City Authority) and relocating any Matches or Competition-Related Events, that were scheduled to take place in the Host City and/or Venue;
- 52.4.7.3 the Host City Authority shall, upon request by FIFA, fully cooperate with and support FIFA (and any relevant third parties, as directed by FIFA), in relation to any cancellation, abandonment, postponement, rescheduling and/or relocation of any Matches and/or Competition Related Events that were scheduled to take place in the Host City and/or Venue and any related decisions or actions taken by FIFA, including (if applicable) by supporting any other host city authority appointed by FIFA in connection with the staging of such Match(es) and/or Competition-Related Event(s); and
- 52.4.7.4 the Host City Authority shall not make any public statement or announcement in relation to such termination without FIFA's approval.

53. ADDITIONAL REMEDIES FOR FIFA

- 53.1 Without limitation to any other rights or remedies available to FIFA, if, at any time during the Term, FIFA determines that the Host City Authority, for whatever reason (including as a result of any Force Majeure

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Event), is not complying (or is not likely to comply) with any of its responsibilities or obligations hereunder then FIFA may take such measures as it considers appropriate to remedy or prevent such non-compliance or to remedy or prevent the impact of any such potential non-compliance (including assuming, and/or appointing any third party to assume, full or partial control and/or responsibility for the relevant responsibility or obligation and/or withholding, completely or in part, the fulfilment and/or performance of FIFA's own responsibilities or obligations hereunder and/or unilaterally reducing, withholding and/or revoking any of the rights granted to the Host City Authority under this Agreement) provided that, prior to taking any such measures, FIFA will give the Host City Authority notice of its determination and give the Host City Authority the opportunity to remedy the non-compliance (if remediable) or demonstrate to FIFA's satisfaction that that the potential non-compliance will not occur (as applicable), in each case, within the relevant Cure Period.

53.2 In the event that FIFA takes any measure pursuant to Clause 53.1, the Host City Authority shall take all steps necessary or requested by FIFA to assist FIFA or any relevant third party in connection with the fulfilment or performance of the relevant responsibility or obligation and/or implementation of any other such measures. Further, the Host City Authority acknowledges and agrees that:

53.2.1 it shall not make any public statement in relation to its non-compliance with this Agreement or the measures taken by FIFA pursuant to Clause 53.1, unless otherwise expressly approved by FIFA; and

53.2.2 any measures taken by FIFA pursuant to this Clause 53 shall not relieve the Host City Authority from any of its responsibilities or obligations hereunder.

54. FORCE MAJEURE

54.1 A Party (for the purposes of this Clause 54, the "**Affected Party**") shall not be deemed to be in breach of this Agreement, or otherwise be liable to any other Party, if it is prevented or delayed in fulfilling any of its responsibilities or performing any of its obligations hereunder as a consequence of a Force Majeure Event, and the Affected Party shall be excused from its fulfilment or performance of the relevant responsibility(ies) or obligation(s) for as long as such performance is prevented or delayed as a result of such Force Majeure Event, provided that:

54.1.1 the Affected Party shall notify the other Parties as soon as reasonably practicable in writing of the relevant Force Majeure Event, specifying: (i) its effect (or anticipated effect) on the fulfilment of the relevant responsibility(ies) or performance of the relevant obligation(s) and, if applicable, its likely duration; (ii) the nature and cause thereof; (iii) the consequences (or likely consequences) thereof; and (iv) the period for which it estimates the Force Majeure Event and consequences will continue;

54.1.2 the Affected Party shall take all reasonable steps to fulfil its responsibilities and perform its obligations in a timely manner notwithstanding such Force Majeure Event and shall take all reasonable steps to minimise any damage, delay or other consequences that arise (or may arise) in connection with such Force Majeure Event (including taking alternative measures to achieve a result which corresponds to the fullest possible extent to the fulfilment or performance of the affected responsibility or obligation in accordance with this Agreement);

54.1.3 where FIFA and/or the Host Association is the Affected Party, the Host City Authority shall at the request of FIFA, use its best endeavours to assist FIFA and/or the Host Association (as applicable) with complying with Clause 54.1.2;

54.1.4 the fulfilment or performance of, and liability in respect of, the Affected Party's other responsibilities and obligations shall be unaffected, save to the extent such responsibilities or obligations have been modified in accordance with this Agreement; and

54.1.5 this Clause shall not be construed in any circumstance as extending the Term.

54.2 Where a Party is prevented or delayed in fulfilling or performing any of its responsibilities or obligations hereunder as a consequence of a Force Majeure Event (as contemplated by Clause 54.1), FIFA shall have the right to (without prejudice to any other rights and remedies available to FIFA):

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- 54.2.1 terminate this Agreement pursuant to Clauses 52.1.4, 52.1.7, 52.1.8 and/or 52.1.9 or otherwise under Clause 52 to the extent applicable;
- 54.2.2 cancel, postpone, abandon, reschedule and/or relocate any Match(es) and/or Competition-Related Event(s) pursuant to Clause 55.1 scheduled to take place in the Host City and/or the Venue;
- 54.2.3 take any action or decision as it sees fit to ensure that the Competition takes place with minimum disruption notwithstanding the Force Majeure Event (or any anticipated Force Majeure Event); and/or
- 54.2.4 in circumstances where the Host City Authority or the Host Association is the Affected Party, withhold the fulfilment of any of FIFA's responsibilities and/or the performance of any of FIFA's obligations hereunder, provided that FIFA will, in exercising such right, act in a reasonable and proportionate manner and with due regard to the impact that the prevention or delay of the relevant responsibilities and/or obligations of the Affected Party has had on FIFA.

54.3 Neither the Host City Authority nor the Host Association shall have any right to (and shall not purport to) terminate this Agreement as a result of, or to claim, or receive, any compensation from FIFA or any Delivery Entity for any damages, loss or other consequences arising in connection with, a Force Majeure Event or any action or decision taken by FIFA and/or any Delivery Entity in order to address a Force Majeure Event.

55. CANCELLATION, ABANDONMENT, POSTPONEMENT, RESCHEDULING, RELOCATION

55.1 Cancellation, Abandonment, Postponement, Rescheduling and/or Relocation

FIFA may elect to cancel, abandon, postpone, reschedule and/or relocate, on any number of occasions, any Match(es) or Competition-Related Event(s) scheduled to take place in the Venue:

- 55.1.1 to align with or assist in the implementation of FIFA's vision, objectives and/or strategy for the Competition and/or to preserve the nature or characteristics and/or the social, cultural and/or football impact of the Competition and/or to further the success of the Competition, in each case as determined by FIFA;
- 55.1.2 if the health, safety and/or security of persons involved in the hosting, organisation and/or staging of, or otherwise participating in or attending, the Competition, any Match, or any Competition-Related Event(s) in the Venue, is (or is likely to be) threatened or jeopardised for any reason, as determined by FIFA; and/or
- 55.1.3 in circumstances which give rise to a right of termination for FIFA pursuant to Clause 52.1 and/or to address the impact of any Force Majeure Event.

55.2 Consequences of Cancellation, Abandonment, Postponement, Rescheduling and/or Relocation of one or more Match(es) or Competition-Related Event(s)

If, pursuant to Clause 55.1, FIFA elects to cancel, abandon, postpone, reschedule and/or relocate one or more Match(es) or Competition-Related Event(s) scheduled to take place in the Venue, then, without limitation to any other rights or remedies available to FIFA:

- 55.2.1 FIFA may seek to agree any necessary amendments to this Agreement with the Host City Authority. The Host Association shall be entitled to approve any amendments which would impose on it additional material obligations under this Agreement (such approval not to be unreasonably withheld or delayed);
- 55.2.2 FIFA will consult with the Host City Authority and use all reasonable endeavours to follow the principle of proportionality with a view to reasonably reducing any expected adverse impacts on the Host City Authority, the Host Association and FIFA (except in circumstances where FIFA elects to cancel, abandon, postpone, reschedule or relocate the Competition as a whole, pursuant to the Hosting Agreement);

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55.2.3 FIFA shall be entitled to make such arrangements in relation to the hosting, organisation and staging of the relevant Match(es) and/or Competition-Related Event(s) as it sees fit (including appointing another host city authority to stage such Match(es) and/or Competition-Related Event(s)) and the Host City Authority shall fully cooperate with, and support, FIFA (and any relevant third parties, as directed by FIFA), in relation to such arrangements and any related decisions or actions taken by FIFA, including (if applicable) by supporting any other host city authority appointed by FIFA to stage such Match(es) and/or Competition-Related Event(s);

55.2.4 in respect of the postponement or rescheduling of any Match(es) or Competition-Related Event(s), the Host City Authority's responsibilities and obligations hereunder in relation to the same shall continue and shall not be affected by such postponement or rescheduling; and

55.2.5 where the effect of FIFA's exercise of its rights at Clause 55.1 is that no Matches or Competition-Related Events are scheduled to take place in the Venue or the Host City or FIFA otherwise determines that the Venue or the Host City is not suitable for hosting Matches or Competition-Related Events or that the part of the Competition which was initially scheduled to take place in the Host City or the Venue has been substantially reduced, FIFA may terminate this Agreement pursuant to Clause 52.1.12.

55.3 No right for Host City Authority to Cancel, Abandon etc.

55.3.1 The Host City Authority shall have no right (and shall not purport) to cancel, abandon, postpone, reschedule and/or relocate any Match(es) or Competition-Related Event(s) at any time during the Term.

55.3.2 The Host City Authority shall not have, and waives any right to (and shall not purport to) terminate this Agreement as a result of, or claim, or receive, any compensation from FIFA, any Delivery Entity, the Host Association, any Co-Host Association and/or any CONMEBOL Host Association for any damages, losses or other consequences arising in connection with, any cancellation, abandonment, postponement, rescheduling or relocation of the Competition, any Match and/or any Competition-Related Event (and/or any decisions or actions taken by FIFA in respect thereof).

56. INDEMNIFICATION

56.1 Indemnification

The Host City Authority shall indemnify and hold harmless FIFA, each Delivery Entity, the Host Association, each Co-Host Association (and any of the aforementioned parties' direct and indirect subsidiaries), the Commercial Rights Holders, the Teams, the CONMEBOL Host Associations and each other FIFA member association as well as, in each case, their directors, officers, members, personnel, auxiliary persons, employees, agents, guests and representatives (together, the "**Indemnified Parties**") from and against any and all liabilities, penalties and fines (excluding penalties and fines of a criminal nature imposed on any Indemnified Party), obligations, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses (including all internal and external costs, expenses, and other amounts evidenced to have been paid or incurred by the Indemnified Parties) which such Indemnified Parties may suffer or incur in connection with, resulting from, or arising out of, any:

56.1.1 breach or alleged breach of this Agreement by the Host City Authority (including by its officers, directors, members, auxiliary persons, employees, agents or representatives);

56.1.2 misrepresentation or alleged misrepresentation by the Host City Authority under or in connection with this Agreement;

56.1.3 measures taken by FIFA pursuant to Clause 32.6.4 and/or 53;

56.1.4 act or omission of the Host City Authority (including of its officers, directors, members, auxiliary persons, personnel, employees, agents or representatives) in connection with the fulfilment of its responsibilities, the performance of its obligations, or exercise of its rights under this Agreement;

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- 56.1.5 termination of this Agreement by FIFA pursuant to Clauses 52.1.1, 52.1.2, 52.1.3, 52.1.4, 52.1.10, 52.1.11, 52.1.13 or 52.1.14;
- 56.1.6 breach by the Host City Authority of any data processing agreement entered into pursuant to Clause 45.2 or any data sharing agreement entered into pursuant to Clause 45.3; and/or
- 56.1.7 action or claim brought against FIFA by any Data Subject or a data protection authority, in connection with the Processing of any Personal Data by the Host City Authority as contemplated by this Agreement.

56.2 Conduct of Claims

If any third party makes a claim, or notifies of an intention to make a claim which may reasonably be considered likely to give rise to a liability under any indemnity in Clause 56.1 (a "**Claim**"):

56.2.1 If FIFA becomes aware of the Claim, FIFA will, as soon as reasonably practicable, give written notice to the Host City Authority of the relevant Claim and provide relevant details pertaining to such Claim (if and to the extent FIFA has access to and is authorised to provide such details to the Host City Authority).

56.2.2 Subject to Clause 56.2.3:

56.2.2.1 FIFA shall have sole conduct of any litigation which may ensue from the Claim and all negotiations for a settlement of the Claim, at the Host City Authority's sole cost and expense (including in respect of all legal fees and expenses properly incurred);

56.2.2.2 FIFA will consult in good faith with the Host City Authority prior to making any compromise or settlement of the Claim (it being acknowledged that FIFA retains sole discretion whether or not to compromise or settle the Claim); and

56.2.2.3 if requested by FIFA, the Host City Authority shall, at its own cost and expense:

- (i) diligently and promptly provide FIFA and its professional advisors with such assistance and access (at reasonable times and on reasonable prior notice) to the Host City Authority's directors, officers, personnel, employees, premises, accounts, documents and other records as FIFA may reasonably require from time to time in respect of the Claim; and/or
- (ii) join in any litigation or proceedings in connection with the Claim, in such manner as directed by FIFA.

56.2.3 If requested by FIFA at any time, the Host City Authority shall, at its own sole cost and expense, have conduct of any litigation which may ensue from the Claim and all negotiations for a settlement of the Claim (or such parts of any such litigation and/or such negotiations as FIFA may direct, in which case Clause 56.2.2 shall apply in respect of those parts of the Claim over which FIFA has conduct), provided always that:

56.2.3.1 the Host City Authority shall consider and defend the Claim (and shall conduct any such litigation and/or negotiations) diligently, using competent counsel and in such a way as not to bring the reputation of FIFA into disrepute and in no circumstance shall the Host City Authority make any admission of liability or otherwise compromise or settle the Claim without the FIFA's approval;

56.2.3.2 the Host City Authority shall consult in good faith with FIFA on an ongoing basis in respect of the Claim;

56.2.3.3 FIFA may continue to participate in the conduct of any such litigation and/or negotiations at the Host City Authority's cost and expense; and

56.2.3.4 FIFA will not make any admission of liability or otherwise compromise or settle the

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Claim (or the relevant part thereof for which the Host City Authority has conduct) without the Host City Authority's approval, not to be unreasonably withheld, conditioned or delayed.

57. CONFIDENTIALITY

57.1 Duty of Confidentiality

Each Party shall keep confidential and shall not, without the relevant Party's approval, disclose to any third party any Confidential Information of any other Party or use any Confidential Information of any other Party for any purpose other than the implementation of this Agreement and fulfilling its responsibilities, performing its obligations, and/or exercising its rights, hereunder.

57.2 Exceptions

The duties of confidentiality and non-disclosure set out in Clause 57.1 shall not apply:

57.2.1 if, and to the extent that, disclosure by a Party of any Confidential Information of another Party is: (i) required in order to comply with Applicable Laws (subject to Clause 57.3); or (ii) expressly permitted or required in this Agreement;

57.2.2 to the disclosure by a Party of any Confidential Information of another Party to its own officers, directors, employees, other governance body members, auditors and/or other professional advisors who, in each case, have a need to know the relevant Confidential Information in connection with the implementation of this Agreement and who have been advised of the terms and conditions of this Clause 57 and have agreed, or are under an obligation, to keep confidential and not disclose such relevant Confidential Information;

57.2.3 to the disclosure by FIFA of any Confidential Information of another Party: (i) to any Delivery Entity, the Host Association, any Co-Host Association or any CONMEBOL Host Association; (ii) to any third party which is required pursuant to the FIFA Regulations or FIFA Statutes; (iii) to any of FIFA's direct or indirect subsidiaries; or (iv) to any FIFA contractor who has a need to know the relevant Confidential Information in connection with the Competition and/or the Centenary Celebration; or

57.2.4 to the disclosure by any Party (the "**Receiving Party**") of any Confidential Information of another Party (the "**Disclosing Party**") which the Receiving Party can demonstrate: (i) was in, or comes into, the Receiving Party's possession or knowledge, without an obligation of confidentiality, independently of its disclosure by the Disclosing Party under or in connection with this Agreement; (ii) was or becomes generally available to the public other than as a result of a breach of this Agreement; or (iii) was or is independently developed by the Receiving Party without access to, or reliance on, the Disclosing Party's Confidential Information.

57.3 Mandatory Disclosures by the Host City Authority

57.3.1 In the event that, pursuant to Clause 57.2.1, the Host City Authority is required to disclose any Confidential Information of FIFA in order to comply with Applicable Laws relating to freedom of information and/or the transparency of public and governmental authorities ("**Mandatory Disclosure**"), the Host City Authority shall, prior to disclosing such Confidential Information, and to the extent permitted by Applicable Laws:

57.3.1.1 give FIFA as much notice of the Mandatory Disclosure as possible, including details of the full circumstances of the Mandatory Disclosure and the Confidential Information that must be disclosed;

57.3.1.2 consult and cooperate with FIFA as to any steps and action required to avoid or limit the Mandatory Disclosure (including via any redaction process);

57.3.1.3 disclose the minimum amount of Confidential Information required in order to comply with the relevant Applicable Laws and use its best endeavours to agree the contents

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of the Mandatory Disclosure with FIFA before it is made;

57.3.1.4 obtain the best possible assurances as to confidentiality from the person, body or authority requiring the Mandatory Disclosure (where applicable); and

57.3.1.5 where the Mandatory Disclosure is by way of public announcement, use its best endeavours to agree the wording of such announcement with FIFA before it is made.

57.3.2 If the Host City Authority is unable to notify FIFA of the Mandatory Disclosure before Confidential Information is disclosed pursuant to Clause 57.3.1, on the basis that such notification would result in the Host City Authority breaching the relevant Applicable Laws, the Host City Authority shall (to the extent permitted by Applicable Laws) inform FIFA of the full circumstances of the Mandatory Disclosure and the information that has been disclosed immediately after such disclosure has been made.

57.3.3 Neither FIFA nor any Delivery Entity shall have any obligations or liability to the Host City Authority or to any other third party in connection with any Mandatory Disclosure.

57.4 Public Announcements

The Host City Authority shall not make any public announcement (or otherwise communicate with the media and/or the public) in relation to this Agreement and/or the Competition and/or the Centenary Celebration without FIFA's approval (including as to timing, form and content).

58. LIMITATION OF LIABILITY

58.1 Subject to Clause 58.3:

58.1.1 the total aggregate liability of FIFA and the Delivery Entity/ies (together with any of their directors, officers, members, personnel, employees, auxiliary persons, agents, contractors or representatives) for any and all loss and damage howsoever caused, arising out of or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise), shall not under any circumstance exceed ten million United States Dollars (US\$ 10,000,000); and

58.1.2 the total aggregate liability of the Host Association (together with any of its directors, officers, members, personnel, employees, auxiliary persons, agents, contractors or representatives) to the Host City Authority for any and all loss and damage howsoever caused, arising out of or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise), shall not under any circumstance exceed ten million United States Dollars (US\$ 10,000,000).

58.2 Subject to Clause 58.3, neither FIFA, nor any Delivery Entity nor the Host Association (nor any of their directors, officers, members, personnel, employees, auxiliary persons, agents, contractors or representatives) shall be liable to the Host City Authority for any of the following types of loss or damage howsoever caused, arising out of or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise): (i) loss of business, loss of contracts, loss of actual or anticipated income, profits or savings, or loss of or damage to goodwill or reputation (in each case, whether direct or indirect); (ii) any other indirect or consequential loss or damage of any kind, in each case, whether or not such loss or damage is foreseeable, foreseen or known; (iii) any loss or damage howsoever caused, arising out of or in connection with any safety and/or security incident or accident in the Host City or Venue; or (iv) any other loss or damage to the Host City or the Venue, or any other personal losses, including loss or damage to personal property and/or death and personal injury.

58.3 Nothing in this Agreement shall exclude or limit FIFA's, any Delivery Entity's or the Host Association's liability for death or personal injury caused by the relevant party's negligence or for fraud or any other liability which cannot be excluded by law.

59. NO JOINT LIABILITY

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The Host City Authority acknowledges and agrees that FIFA and the Host Association are not jointly and severally liable to the Host City Authority for their respective responsibilities and obligations under, or in relation to, this Agreement. For the avoidance of doubt, FIFA and the Host Association are not considered to be partners in relation to the Competition or otherwise, and the Host City Authority acknowledges and agrees that it shall have no claims or rights against FIFA in case of a violation of any responsibilities or obligations of the Host Association, and that it shall have no claims or rights against the Host Association in case of a violation of any responsibilities or obligations of FIFA.

60. TIME OF ESSENCE

The Host City Authority acknowledges and agrees that time is of the essence in relation to the fulfilment and performance of its responsibilities and obligations under this Agreement. The Host City Authority shall fulfil and perform each of its responsibilities and obligations under this Agreement in accordance with any deadline expressly set out in this Agreement (or in any document referred to in this Agreement), or where no deadline is specified, in a timely manner. The Host City Authority acknowledges and agrees that if it fails to fulfil or perform any such responsibilities and obligations in accordance with any such express deadlines or in a timely manner (as applicable), this may result in FIFA, the Delivery Entity/ies, Commercial Rights Holders and/or other third parties suffering and/or incurring substantial and irreparable losses and damages in relation to the Competition and/or the Centenary Celebration. Without limitation to the foregoing, the Host City Authority acknowledges and agrees that, given the size and complexity of the hosting, organisation and staging of the Competition and/or the Centenary Celebration, timelines are critical and that any delay, however brief, in the fulfilment or performance of the Host City Authority's responsibilities or obligations may materially and adversely affect the hosting, organisation and/or staging of the Competition (or part thereof) and/or the Centenary Celebration (or part thereof) and, as a result, shall entitle FIFA to exercise the rights and remedies available to FIFA under or in connection with this Agreement (including under Clause 53).

61. LANGUAGE

61.1 This Agreement is drawn up and executed in English. In the event that, under the laws of the Host Country, the Host City Authority is legally required to execute this Agreement (or the Host City Authority or any third party appointed by the Host City Authority is legally required to execute any other agreement or other legally binding document which it is required to submit to FIFA in connection with this Agreement) in a language other than English, the Host City Authority shall submit to FIFA:

61.1.1 an executed non-English original version of the relevant agreement or document;

61.1.2 an English translation of the same (which translation shall be produced by a sworn and certified translator who specialises in translations of legal documents), or if the relevant agreement or document is provided by FIFA to the Host City Authority in an English language template format, an executed version of that template; and

61.1.3 a legal statement prepared and signed by a suitably qualified and experienced independent lawyer in the Host Country of the highest professional reputation (and who has been approved by FIFA), which sets out:

61.1.3.1 a comprehensive, true and accurate summary of the particular legal requirement which necessitates the execution of the relevant agreement or document in a language other than English; and

61.1.3.2 an English translation of the relevant legal requirement or local law.

If there are any discrepancies between the original non-English version of the relevant agreement or document and the English version, the English version shall always prevail.

61.2 All communications between the Parties, and any plan, strategy, report, concept or any other document or material which the Host City Authority is required to prepare and submit (or ensure that any third party prepares and submits) pursuant to this Agreement, shall be in English (provided that if the original version of the relevant documentation or materials is to be provided in a language other than English

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(e.g. promotional materials submitted to FIFA for approval), the Host City Authority shall also provide an English translation of the same).

62. RELATIONSHIP BETWEEN THE PARTIES

Neither this Agreement nor the course of the dealing between the Parties shall create a joint venture, partnership, agency, fiduciary or similar relationship between any of the Parties. Save in respect of the limited circumstances set out in, and subject to the terms of, Clause 9 insofar as it concerns the Host Association, neither the Host City Authority nor the Host Association shall act, or purport to act, as a partner or agent of FIFA. This Agreement shall not be deemed to give the Host City Authority or the Host Association general authority or power to act on behalf of FIFA or authorise the Host City Authority or the Host Association to enter into any commitments for, or on behalf of, FIFA. The Parties are in all respects independent contractors and have separate financial interests under this Agreement.

63. NOTICES

63.1 All notices to be given pursuant to Clauses 52.1, 52.2 or 52.3 and any notice of purported breach of this Agreement shall be given in writing, in English, by any one of the following delivery methods (save in respect of any notice of termination or purported breach, which must be given by recorded post or courier):

63.1.1 hand delivery;

63.1.2 recorded post;

63.1.3 courier; or

63.1.4 email (only in respect of any notice given by FIFA to the Host City Authority and/or the Host Association),

to the following addresses (or such other address as may be notified in writing from time to time by the relevant Party):

In the case of FIFA:	In the case of the Host Association:	In the case of the Host City Authority:
<p>FIFA-Strasse 20 8044 Zurich Switzerland</p> <p>Attention: Secretary General Copy: (i) Director of Corporate & Commercial Legal; (ii) COO World Cup; and (iii) Director of Business Affairs & Strategy.</p>	<p>ROYAL SPANISH FOOTBALL FEDERATION C/ MATEO INURRIA, 26 28036 MADRID SPAIN</p> <p>Email: 2030@rfe.es</p> <p>Attention: Executive Committee Members</p>	<p>CITY OF VALENCIA PLAZA DEL AYUNTAMIENTO, 1 46002 VALENCIA SPAIN</p> <p>Email: delegacion_deportes@valencia.es</p> <p>Attention: Concejala de Deportes Copy:</p>

63.2 A notice is deemed to be received by the relevant Party:

63.2.1 if delivered by hand, recorded post or courier, on signature of delivery receipt; or

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63.2.2 in the case of an email, simultaneously with the delivery or transmission (provided that evidence of successful transmission can be produced).

63.3 This Clause does not apply to the service of any proceedings or any documents in any legal action.

64. TRANSFER AND ASSIGNMENT

64.1 The Host City Authority shall not transfer, assign, sub-license, sub-contract, delegate, charge, encumber or otherwise deal in any other manner with this Agreement or any of its rights, interests, responsibilities or obligations hereunder without FIFA's approval or unless expressly permitted under this Agreement (including pursuant to Clause 22.8).

64.2 The Host Association shall not transfer, assign, sub-license, sub-contract, delegate, charge, encumber or otherwise deal in any other manner with this Agreement or any of its rights, interests, responsibilities or obligations hereunder without FIFA's approval or unless expressly permitted under this Agreement.

64.3 FIFA may at any time, transfer, assign, sub-license, sub-contract, delegate, charge, encumber or otherwise deal with this Agreement and any of its rights, interests, responsibilities or obligations hereunder, to any third party, including, for the avoidance of doubt, to any Delivery Entity, the Host Association and/or any Co-Host Association (or an affiliate of the same), without the approval of the Host City Authority or the Host Association.

65. NO WAIVER

65.1 Any waiver by a Party of any right or remedy provided under, or breach of, this Agreement shall only be effective if given in writing and shall not be deemed to be a waiver of any subsequent right or remedy or of a breach of any other provision of this Agreement.

65.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it prevent or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that right or remedy (or any other right or remedy).

65.3 Failure or delay by a Party to insist upon strict adherence to any provision of this Agreement on one or more occasions will not be considered to be a waiver of, or deprive such Party of the right to subsequently insist upon strict adherence to, that provision or any other provision of this Agreement.

66. COUNTERPARTS

66.1 This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one Party, but such counterparts, when taken together, shall constitute one agreement.

66.2 This Agreement shall be executed by each of the Host Association and the Host City Authority by means of manual "wet ink" signatures and submitted to FIFA as a PDF scanned copy (such PDF scanned copy to comprise the whole Agreement).

66.3 If requested by FIFA, each of the Host Association and the Host City Authority shall promptly deliver the original version(s) of the PDF scanned copy of this Agreement to the following address:

*For the attention of Nicholas Rozenberg (Director of Business Affairs & Strategy)
Fédération Internationale de Football Association
FIFA-Strasse 20
Zurich 8044
Switzerland*

66.4 Without prejudice to the specific execution and submission formalities and requirements set out in Clause 66.2, and only if and to the extent expressly required by FIFA:

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66.4.1 this Agreement may be executed by any Party by means of electronic signatures (including by means of an industry standard electronic signature software or platform such as DocuSign or by affixing digital images of manual "wet ink" signatures); and

66.4.2 this Agreement may be: (i) executed by all Parties by means of electronic signatures; or (ii) executed by the Parties by means of a combination of manual "wet ink" and electronic signatures, and, in each case, this Agreement shall be of the same legal effect, validity and enforceability as if all Parties had executed this Agreement by means of manual "wet ink" signatures.

66.5 The electronic signature of this Agreement by any Party and/or the transmission of any counterpart of this Agreement (or any scan or other digital copy thereof) which has been executed by manual or electronic signature by any Party through the use of facsimile machines, electronic mail or other electronic or digital means shall have the same legal effect (and be as conclusive of such Party's intention to be bound hereby) as an original manual signature and/or the physical delivery of an original manually signed counterpart hereof, and shall be deemed to be an original signature of such Party for the purposes of this Agreement and all matters related thereto.

66.6 Neither the Host Association nor the Host City Authority shall use any electronic signature or any such transmission of any counterpart hereof as a defence to the formation of a contract or to challenge the admissibility or authenticity of this Agreement in any arbitration, court of law or other legal proceeding and each of the Host Association and the Host City Authority irrevocably waives any such defence and right to challenge.

67. THIRD PARTY RIGHTS

Unless expressly stated in this Agreement (including with respect to any third party rights under Clause 10.2.2.2 and 56), this Agreement does not give rise to any rights for any third party to enforce any term of this Agreement.

68. FURTHER ASSURANCES

The Host City Authority shall (and shall ensure that each relevant third party shall) sign, execute and affirm all instruments, applications and other documents and perform such other acts as may be required to give full effect to this Agreement, in each case, free of any charge, in a timely manner, and in compliance with Applicable Laws and any instructions given by FIFA.

69. SEVERABILITY

If any provision contained in this Agreement is finally determined to be illegal, invalid or unenforceable, then the legality, validity or enforceability of the remaining provisions hereof or portions of such provisions shall not be affected and shall remain in full force and effect in so far as the primary purpose of this Agreement is not frustrated. In such circumstances, this Agreement shall be construed as if the relevant provision had not been included herein and the Parties shall use their best endeavours to agree in good faith within a reasonable time such variations to the Agreement as may be reasonably necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the inclusion of the relevant provision (or portion thereof).

70. VARIATION

Unless expressly stated otherwise herein (including in Clause 23.1), any amendments to this Agreement shall only be valid if made in writing and signed by each Party.

71. ENTIRE AGREEMENT

This Agreement, together with those documents and/or agreements (or any provisions of any documents and/or agreements) which are incorporated herein by reference, constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede and extinguish all previous agreements or arrangements between the Parties, whether oral or written, relating to the subject matter hereof. The Host City Authority acknowledges and agrees that it has not

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relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (including any third party) that is not incorporated herein. All conditions, representations, warranties, terms and undertakings given by FIFA that are not expressly included herein (including those implied under Applicable Laws) are excluded. Nothing in this Clause shall limit or exclude any liability for fraud.

72. FIFA DISCRETION

72.1 Unless expressed to the contrary elsewhere in this Agreement, any reference in this Agreement to a right or requirement for FIFA to grant its approval or consent, or to make any other assessment, determination, election, decision or recommendation, entitles FIFA to give or to reject or to condition such approval or consent, or make such assessment, determination, election, decision or recommendation, in its sole discretion, and any such approval, consent, assessment, determination, election, decision or recommendation shall be final and binding upon the Host City Authority. Any approval or consent given by FIFA will only be valid if given in writing, in advance and in no circumstance will FIFA be deemed to have given its approval or consent. FIFA shall be under no obligation to give any reasons for granting or withholding any approval or consent or for any other assessment, determination, election, decision or recommendation that it may make under or in connection with this Agreement.

72.2 The Host City Authority shall not, and expressly and irrevocably waives any right to, challenge in any manner any approval, consent, assessment, determination, election, decision or recommendation made by FIFA, any Delivery Entity and/or the Host Association under or in connection with this Agreement and shall not claim any compensation, costs, expenses or other damages from FIFA, any Delivery Entity, the Host Association, any Co-Host Association or any CONMEBOL Host Association in relation thereto.

73. ANTI-CORRUPTION

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

74. EQUITABLE RELIEF

Without prejudice to the rights and remedies otherwise available to FIFA, FIFA shall be entitled to seek any provisional or equitable remedy or other relief (including a temporary restraining order or injunction) as may be necessary to protect its proprietary interests and enforce its rights hereunder.

75. GOVERNING LAW

This Agreement and any dispute arising from, or in connection with this Agreement, its subject matter or formation (including disputes as to its execution, conclusion, binding effect, validity, direct applicability enforceability, amendment and effective termination), shall be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law and/or conflict of laws rules and principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) does not apply to this Agreement.

76. DISPUTE RESOLUTION

Any dispute arising from, or in connection with, this Agreement (including disputes as to its execution, conclusion, binding effect, validity, direct applicability, enforceability, amendment and effective termination) shall be promptly settled between the Parties by negotiation. If no amicable solution can be reached, any such dispute shall, to the exclusion of any court or other forum, be submitted exclusively to the Swiss Arbitration Centre and resolved definitively in accordance with the Swiss Rules of International Arbitration. The panel will consist of three (3) arbitrators. The seat of the arbitration shall be in Zurich, Switzerland and the language of the arbitration shall be English. For the avoidance of doubt, any determination made by the arbitral tribunal shall be final and binding on the Parties.

Signat electrònicament per:

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SECRETARIA D'AREA II - SECRETARIA D'AREA II	JOSE VICENTE RUANO VILA	23/02/2024	ACCVCA-120	48801306209778079349 062252786540672854



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IN WITNESS WHEREOF, we hereby execute this Agreement in two (2) originals by our duly authorised representatives.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION

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

ROYAL SPANISH FOOTBALL FEDERATION

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

VALENCIA CITY COUNCIL

By:Valencia City Council..... By:
Name:M^a del Rocío Gil Uncio Name:
Title:Concejala de Deportes Title:
Date: 23 de febrero de 2024 Date:

Signat electrònicament per:

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SCHEDULE 1

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement (including the Recitals hereto), the following capitalised terms shall have the following meanings for all purposes:

"Accommodation Agreement"	means, in relation to any candidate or selected Official Accommodation (as the context requires), the agreement between: (i) FIFA; and (ii) the Accommodation Authority relating to such Official Accommodation, pursuant to which such Accommodation Authority provides (amongst other things) a binding commitment to make a minimum room inventory available to FIFA for use in connection with the Competition.
"Accommodation Authority"	means, in relation to any candidate or selected Official Accommodation (as the context requires), the executive authority which: (i) is legally competent to represent, and act for and on behalf of, such Official Accommodation; and (ii) has signed the relevant Accommodation Agreement.
"Accreditation Centre"	means any location established by FIFA 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 any card, bib-card, wristband or other item (including any supplementary access devices) which: (i) is issued by, or at the instruction of, FIFA to persons conducting an official function in connection with the Competition and/or a Competition-Related Event at a Site (including Volunteers); and (ii) permits its holder to access such Site as well as any areas and zones at such Site which the holder needs to access to perform the relevant function.
"Additional Authority"	has the meaning given to it in Clause 11.1.1.
"Affected Party"	has the meaning given to it in Clause 54.1.
"Agreement"	means this Host City Agreement, including all Schedules and the Annex hereto and all documents and terms incorporated by reference herein, as it or they may hereafter be amended, modified or supplemented from time to time in accordance with its or their terms (including by any Joinder Agreement).
"Airport"	means any airport which is selected by FIFA to be an airport for use in connection with the Competition and which is located within the Venue, including the entire premises and the adjacent areas of such airport.
"Airport Agreement"	means, in relation to any Airport (or candidate Airport), the agreement between: (i) FIFA; (ii) the Airport Authority in relation to such Airport; and (iii) the Host Association, containing all rights, responsibilities and obligations of such Airport Authority in relation to the Competition.
"Airport Authority"	means, in relation to any Airport (or candidate Airport), the executive authority which: (i) is legally competent to represent, and act for and on behalf of, such Airport; and (ii) has signed the relevant Airport Agreement.
"Ambush Marketing"	means any attempt by a person to gain an unauthorised association with FIFA, the Competition and/or the Centenary Celebration, whether by way

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	of an unauthorised use of the Competition Marks or otherwise.
"Anti-Corruption Strategy and Concept"	has the meaning given to it in Clause 14.2.
"Applicable Laws"	means all local, national and international laws, regulations, directives, decisions and decrees passed, or any binding guidelines or codes of conduct or practice implemented, by any competent government, quasi-governmental entity or other entity which has the same authority as the government and all binding final court orders and decrees in any jurisdiction which, in each case, are applicable to this Agreement.
"Bid Book"	means the core Bidding Document for the Competition submitted to FIFA by the Host Association (and any Co-Host Association(s)) as part of the Formal Bid, which comprises a comprehensive and conclusive presentation of the proposed bid to FIFA.
"Bid Questionnaires"	means the bid questionnaires pursuant to which FIFA requested certain operational, technical and other detailed information from the Host Association (and any Co-Host Association(s)) in relation to their bid, and which were populated and submitted to FIFA by the Host Association (and any Co-Host Association(s)) as part of the Formal Bid.
"Bidding Agreement"	means any bidding agreement between (i) FIFA; and (ii) one or more FIFA member associations, which governs the terms and conditions of their participation in the Bidding Process.
"Bidding Document"	means any document, content, agreement and/or other materials which FIFA required the Host Association (and/or any Co-Host Association) to submit or which the Host Association (and/or any Co-Host Association) otherwise submitted to FIFA in connection with the Bidding Process, including, for the avoidance of doubt, the Bid Book and the Bid Questionnaires.
"Bidding Process"	means the bidding and selection process operated by FIFA pursuant to which the Host Association (together with any Co-Host Association(s)) bid, in accordance with the terms and conditions of the Bidding Agreement, to host the Competition (and to support FIFA with its organisation and staging of the Competition).
"Bidding Regulations"	means the regulations adopted by FIFA in accordance with the FIFA Statutes which relate and apply to the Bidding Process and the separate bidding process to appoint the FIFA member associations to host the Centenary Celebration.
"Brand Activation Area"	means, in relation to any Site, any area at such Site that is made available by FIFA to Commercial Affiliates and/or other persons, to enable such persons to promote themselves and/or to demonstrate and display their products and/or services, which may also contain food and beverage concessions.
"Brand Protection Area"	means: <ul style="list-style-type: none"> (a) all areas in the Host City; and (b) in respect of any Stadium or FIFA Fan Festival that is located outside the Host City but within the Venue, all areas within the vicinity of any such Stadium and FIFA Fan Festival site(s).

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"Brand Protection Programme"	means the worldwide programme developed and implemented by FIFA for the protection and enforcement of any Media Rights, Marketing Rights, Competition IP Rights and/or other Competition Rights.
"Branded Licensee"	means any entity to which FIFA (or any FIFA nominee) grants: <ul style="list-style-type: none"> (a) the right to create, promote, sell and/or distribute Co-Branded Items (and related product packaging and/or promotional materials) featuring the corporate brands, identifications or trade marks of such entity; and (b) the right to promote such Co-Branded Items as being an official FIFA licensed product and/or an official licensed product of the Competition and/or the Centenary Celebration, <p>excluding those entities which are entitled to use FIFA technical quality certification indicators (which indicators may incorporate elements of the FIFA Brand Marks).</p>
"Broadcast Compound"	means, in relation to the Stadium, the restricted-access area located within the Inner Stadium Perimeter or Outer Stadium Perimeter at such Stadium (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.
"Centenary Celebration"	means, in relation to the FIFA World Cup 2030™, the celebration to be hosted in the CONMEBOL Host Countries marking the 100-year anniversary of the first edition of the FIFA World Cup™, which is anticipated to comprise: <ul style="list-style-type: none"> (a) three (3) Centenary Celebration Matches, with the first anticipated to be played in Uruguay and the other Centenary Celebration Matches anticipated to be played in Argentina and Paraguay respectively, and taking place prior to the first Matches of the Competition in the Host Country and the Co-Host Country/ies; and (b) certain Competition-Related Events to be hosted in the CONMEBOL Host Countries, as determined by FIFA (including, in relation to the Centenary Celebration Match anticipated to be played in Uruguay, a "celebration ceremony").
"Centenary Celebration Matches"	means the Centenary Celebration Matches which the CONMEBOL Host Association(s) has/have been appointed to host in the CONMEBOL Host Country/ies (and to support FIFA with its organisation and staging of the same), and references in this Agreement to "Centenary Celebration Match" shall mean any of them.
"Claim"	has the meaning given to it in Clause 56.2.
"Clean Zone"	means an area as determined by FIFA for the Stadium, which is located directly adjacent to the Outer Stadium Perimeter and in which certain commercial and other activities are prohibited on Match Days and the day prior to Match Days to ensure the smooth implementation of the organisation of the Matches and to protect the rights of the Commercial Affiliates and other Commercial Rights Holders.
"Co-Branded Item"	means any product, good and/or service which bears and/or incorporates both: (i) any Competition Mark; and (ii) the corporate brand(s),

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	identification(s) or trade mark(s) of any third party manufacturer/licensee (on its exterior surface, in the case of physical products and/or goods).
"Co-Host Association"	means any FIFA member association which, together with the Host Association, submitted the Formal Bid to host the Competition in the Host Country and the Co-Host Country/ies.
"Co-Host Country"	means the country of any Co-Host Association.
"Commercial Affiliate"	means any entity to which FIFA (or any FIFA nominee) grants any sponsorship, advertising, promotional and/or marketing rights in relation to, or any other right to associate with, the Competition and/or the Centenary Celebration which, as at the Effective Date, includes Branded Licensees but excludes Licensees.
"Commercial Affiliate Category Products/Services"	has the meaning given to it in Clause 41.2.1.
"Commercial Rights Holder"	means any Commercial Affiliate, any Media Rights Licensee, the Host Broadcaster, any Licensee, any Hospitality Rights Holder and any other third party to whom FIFA grants any Competition Rights.
"Competition"	means the part of the final competition of the FIFA World Cup 2030™ taking place in the Host Country (and any Co-Host Country/ies) and, for the avoidance of doubt, excludes the Centenary Celebration and all Centenary Celebration Matches.
"Competition Boycott"	means: <ul style="list-style-type: none"> (a) the decision by any Team not to participate in the Competition and/or the Centenary Celebration, any Competition-Related Event or any Match for any reason (whether such decision is made alone or in conjunction with any other Team(s)); or (b) any prohibition or other action on or affecting, or withholding of permission from, any Team to participate in the Competition and/or the Centenary Celebration, any Competition-Related Event or any Match by any football governing body, league or other body with authority over the relevant Team (whether such prohibition, action or withholding of permission affects only such Team or a set of such Teams).
"Competition Data"	means any and all Data Processed in connection with, or in relation to, the hosting, organisation and/or staging of the Competition and/or the Centenary Celebration including Match results and performance tables, Team and player statistics, Personal Data relating to Competition and Centenary Celebration participants, Accreditation Pass holders and Ticket holders and Data hosted on and collected through any Competition Digital Platforms.
"Competition Design"	means any official "look and feel" for the Competition and/or the Centenary Celebration, as developed by or on behalf of, and selected by, FIFA.
"Competition Digital Platform"	means any Digital Platform related to the Competition and/or the Centenary Celebration.

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"Competition IP Rights"

means any and all Intellectual Property Rights arising in connection with the Competition and the Centenary Celebration, including those arising in or to:

- (a) the Competition Marks;
- (b) the Competition Data;
- (c) any PKM Tool;
- (d) the Competition Digital Platforms;
- (e) the IT Solution;
- (f) the content, materials and documents produced by or on behalf of the Host City Authority, Host Association and/or any Co-Host Association and/or any other Competition or Centenary Celebration stakeholder in connection with the Competition and/or the Centenary Celebration;
- (g) any output from the distribution or other exploitation of the Media Rights or Marketing Rights; and
- (h) any other marks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, slogans, trophies and other artistic or orthographic representations which refer to, or associate with, the Competition and/or the Centenary Celebration.

"Competition Marks"

means:

- (a) any Official Emblem(s);
- (b) any Official Mascot(s);
- (c) any Official Slogan(s);
- (d) any Official Posters;
- (e) representations of the Official Trophy;
- (f) the Official Competition Title(s);
- (g) the Host City Composite Logo;
- (h) the Host City Designation;
- (i) the Competition Design; and
- (a) any other marks (including any word marks), names, titles, slogans, designs, symbols, logos, emblems or other identification or symbol developed by or on behalf of, and selected by, FIFA for official use in connection with the Competition and/or the Centenary Celebration and/or a Competition-Related Event.

"Competition Period"

means the period from (and including) the day that is fourteen (14) days prior to the First Match to (and including) the day that is five (5) days after the Final Match.

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"Competition Regulations" means the regulations that are adopted by FIFA (in accordance with the FIFA Statutes) from time to time for, or otherwise applicable to, the Competition and Centenary Celebration Matches or the hosting, organisation and staging thereof, including the general rules for, and the format of, the Competition and Centenary Celebration Matches (as they may be replaced, supplemented and/or amended by FIFA from time to time).

"Competition-Related Activities" means the activities of the Host City Authority which relate to the Competition and/or the Centenary Celebration and/or this Agreement.

"Competition-Related Events" means any events or activities other than Matches which are directly or indirectly related to the Competition and/or the Centenary Celebration and are (as applicable) officially organised, supported, sanctioned by, or staged under the auspices of, FIFA (or, at FIFA's discretion, the Host Association, any Co-Host Association or any CONMEBOL Host Association) and which are designed to promote, celebrate, enhance or facilitate the hosting, organisation and staging of the Competition and/or the Centenary Celebration, including any of the following events and activities directly or indirectly related to the Competition and/or the Centenary Celebration:

- (a) any FIFA Congress;
- (b) FIFA celebration events;
- (c) the Preliminary Draw;
- (d) the Final Draw;
- (e) Team Workshops;
- (f) FIFA Fan Festivals;
- (g) Referee Seminars;
- (h) any ceremony connected with the Competition and/or the Centenary Celebration, including any opening ceremony, closing ceremony, award ceremonies and the "celebration ceremony" anticipated to be hosted in Uruguay in connection with the Centenary Celebration;
- (i) any events, activities, workshops and seminars connected to the Competition and/or the Centenary Celebration;
- (j) cultural events (such as concerts, exhibitions, displays, shows or other expressions of culture);
- (k) events related to FIFA Sustainability Activities;
- (l) press conferences and other media events;
- (m) training sessions;
- (n) any launch event for any Official Mascot(s), Official Emblem(s), Official Slogan(s), Official Posters and any other launch events; and
- (o) any other activities that FIFA considers relevant for the hosting, organisation and staging of the Competition and/or the Centenary

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Celebration.

"Competition Rights"	means any and all rights and opportunities relating to the Competition and the Centenary Celebration of any nature, whether existing as at the date of Host City Agreement Submission or whether thereafter arising, created and/or developed (as applicable), including the Marketing Rights, Media Rights, Competition IP Rights, rights relating to the Competition Digital Platforms, any PKM Tool and Competition Data.
"Complimentary Ticket"	means a Ticket: (i) made available to a third party by FIFA without any consideration being paid to FIFA specifically for the Ticket; or (ii) used by FIFA itself on a complimentary basis.
"Confidential Information"	means any and all information (including the terms and conditions of this Agreement) which is reasonably regarded by a Party as being of a confidential, sensitive or proprietary nature (including any sensitive details relating to the Competition, the Centenary Celebration or any Competition-Related Event prior to such details being publicly launched or announced, such as the Competition Marks, the identity of any host city, stadium or training site selected for the Competition), and any financial information such as budgets and projections, business plans, forecasts and strategies, marketing or sales information, customer or supplier lists, new business opportunities development projects or any other know-how or information that is supplied by or on behalf of one Party to another that is marked as "confidential" or can reasonably be expected to be confidential regardless of the format in which such information is disclosed and of whether or not such information relates specifically to the Competition or Centenary Celebration, or is otherwise made available to any other Party (whether directly or indirectly) whether before, on or after the Effective Date and in whatever form.
"CONMEBOL Host Associations"	means the FIFA member association(s) affiliated to CONMEBOL which has/have been appointed by FIFA to host part of the Centenary Celebration in its/their country/ies.
"CONMEBOL Host Countries"	means the countries of the CONMEBOL Host Associations.
"Controller"	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
"Cure Period"	means: <ul style="list-style-type: none"> (a) thirty (30) days if the breach or other relevant event occurs: (i) more than six (6) months prior to the scheduled date of the First Match; or (ii) after the Competition Period; (b) ten (10) days if the breach or other relevant event occurs in the period from (and including) the date that is six (6) months prior to the scheduled date of the First Match to the beginning of the Competition Period; (c) two (2) days if the breach or other relevant event occurs during the Competition Period; or (d) in any case (regardless of when the breach or other relevant event occurs), such shorter period as FIFA may reasonably specify based on the nature and timing of the breach or other relevant event and

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	its actual or anticipated impact on the hosting, organisation and/or staging of the Competition, the Centenary Celebration or any Competition-Related Event.
"Data"	means any data or information, in any form or format (now known or hereafter devised, developed or invented), including interim, Processed, compiled, summarised, or copied or derivative versions of such data or information, that may exist in any system, database, or record, including Personal Data.
"Data Protection Laws"	means all applicable data protection laws and regulations, including Swiss data protection laws (including the Federal Act on Data Protection and the Ordinance to the Federal Act on Data Protection) and the GDPR, in each case, as amended or superseded from time to time.
"Data Security Best Practices"	has the meaning given to it in Clause 46.1.
"Data Security Incident"	has the meaning given to it in Clause 46.3.
"Data Subject"	means any identifiable natural person, being a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, mailing address, identification number, phone number, fax number, email address, frequent flier number, social security number, payment data, date of birth, driver's licence number, account number or user ID, PIN, or password, location data, or online identifier, IP addresses, cookies, beacons and other similar device identifiers such as a mobile phone universal device ID, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
"Delivery Entity" and "Delivery Entities"	have the meanings given to them in Clause 10.1.
"Digital Platform"	means any media or communication platform that uses or enables digital content delivery or interactivity in any respect (whether now known or hereafter devised, developed or invented), accessible by the general public or closed circuit, for personal or commercial purposes, including any media or platform that uses the internet, computer, mobile, and/or other digital technology, platforms or networks for distribution, display, communication or other functionality, such as social media platforms like Facebook, X (formerly Twitter), Instagram, YouTube, Flickr, TikTok etc. or blogs, websites, apps or similar media tools.
"Disclosing Party"	has the meaning given to it in Clause 57.2.4.
"EEA"	has the meaning given to it in Clause 45.2.4.
"Effective Date"	means the date of countersignature of this Agreement by FIFA.
"Event Transport"	means the ground and air transport and general mobility of the Event Transport User Groups. For the avoidance of doubt, Event Transport does not include transport and general mobility of fans and other groups of people not falling within the Event Transport User Groups.
"Event Transport User Group"	means all constituent groups and individuals involved in the hosting, organisation and/or staging of the Competition, the Centenary Celebration or a Competition-Related Event, as defined by FIFA, including members of

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	the Team Delegations, the FIFA Delegation, VIP/VVIPs, Referees, dedicated representatives of the Commercial Affiliates, the Media Rights Licensees, the Host Broadcaster and any Hospitality Rights Holder as identified by FIFA, Media Representatives, participants of FIFA Sustainability Activities and other individuals nominated by FIFA.
"Field of Play"	means the playing surface upon which Matches are played within the Stadium and upon which training sessions are held at a Training Site, including the field-turf areas immediately beyond the goal lines and touchlines.
"FIFA"	means the Fédération Internationale de Football Association, including any of its direct and indirect subsidiaries (excluding the Delivery Entity/ies) and any of its governance bodies and organs such as the FIFA Council, the FIFA Congress and the Organising Committee for FIFA Competitions.
"FIFA Brand"	means the good name, goodwill, reputation, image and appeal of FIFA and its direct and indirect subsidiaries and in the charitable, independent foundation known as the 'FIFA Foundation'.
"FIFA Brand Marks"	means the mark(s) determined by FIFA to indicate: <ul style="list-style-type: none"> (a) the FIFA corporate brand, including the FIFA corporate mark (or any replacement of or equivalent to from time to time); and (b) FIFA's other programmes (such as FIFA's technical, development, medical or sustainability programmes), including any FIFA technical quality certification and FIFA medical programme indicators.
"FIFA Code of Conduct for Third Parties"	means the FIFA Code of Conduct for Third Parties issued and approved by the General Secretary of FIFA on 9 October 2020 in accordance with Article 15 (Paragraph 6) of the FIFA Governance Regulations, as it may be replaced, supplemented and/or amended from time to time.
"FIFA Congress"	means the congress of FIFA which is the supreme and legislative body of FIFA.
"FIFA Congress Hotel"	means any hotel which FIFA uses to accommodate the delegates, guests and other attendees of any FIFA Congress to be staged in the Host Country (if applicable) or otherwise in connection with the Competition, as determined by FIFA.
"FIFA Council"	means the council of FIFA, which is the highest internal executive body within FIFA.
"FIFA Delegation"	means any delegation appointed by FIFA for the Competition, the Centenary Celebration and/or any Competition-Related Event, comprising: (i) members of FIFA committees, (ii) staff, consultants and temporary support personnel of FIFA, any Delivery 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.
"FIFA Fan Festival"	means any secured and officially branded fan entertainment area established in any host city selected for the Competition or the Centenary Celebration or at any other location as determined by FIFA, which offers visitors, in particular, the possibility to view Matches on one or more giant screens.

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CAP DE SERVICI - SERV. D'ESPORTS	MARIA CRISTINA MARTINEZ SANCHEZ	23/02/2024	ACCVCA-120	62595916248847917830 319844657689609008
SECRETARIA D'AREA II - SECRETARIA D'AREA II	JOSE VICENTE RUANO VILA	23/02/2024	ACCVCA-120	48801306209778079349 062252786540672854



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"FIFA Fan Festival Manual"	means an operational manual to be developed and issued by FIFA, containing operational requirements for the planning, management and operation of the relevant FIFA Fan Festival by the Host City Authority, including Venue requirements, infrastructure requirements, the overall project plan, budget principles, milestones, roles and responsibilities as well as any marketing, media, concession and other requirements, as such operational manual is modified by FIFA from time to time.
"FIFA Headquarters"	means FIFA's operational headquarters for the Competition and the Centenary Celebration, for use by the members of the FIFA Delegation, FIFA member associations' personnel and other entities and representatives as determined by FIFA (such as its service providers), including guest rooms, office spaces, function rooms, conference and meeting rooms as well as other rooms, spaces and facilities.
"FIFA Human Rights Plan"	means the human rights plan developed by FIFA in respect of the Competition (which may include the Centenary Celebration), as updated by FIFA from time to time.
"FIFA IP Rights"	means any and all Intellectual Property Rights (together with any goodwill arising in the same) which are not connected with the subject matter of this Agreement and which are: <ul style="list-style-type: none"> (a) owned by, or licensed to, FIFA prior to the date of the Host City Agreement Submission; or (b) independently developed by, or licensed to, FIFA on or after the date of the Host City Agreement Submission, including those arising in or to the FIFA Brand and the FIFA Brand Marks.
"FIFA Regulations"	means the Competition Regulations and any other regulations that are in force or may be adopted by FIFA in accordance with the FIFA Statutes from time to time (as they may be replaced, supplemented and/or amended by FIFA from time to time).
"FIFA Staff Hotel"	means any hotel which FIFA operates as a local operational headquarters during the Competition Period in each of the host cities for the Competition, in each case for use by the members of the FIFA Delegation and the Referees, the Host Association's and any Co-Host Association's personnel, and other entities and representatives as determined by FIFA (such as FIFA's service providers) which are residing in the relevant host city for the Competition.
"FIFA Statutes"	means FIFA's governing statutes adopted by the FIFA Congress (as they may be replaced, supplemented and/or amended from time to time).
"FIFA Sustainability Activities"	means events, activities and/or programmes developed by FIFA which promote Sustainable Development and contribute to Sustainable Event Management and football's role in contributing to positive social change.
"FIFA Sustainable Tournament Requirements"	means any document(s) entitled "FIFA Sustainable Tournament Requirements", which set out the minimum environmental, social and economic requirements that must be complied with in connection with the Competition and/or the Centenary Celebration, as issued by FIFA from time to time and as can be found in the Hosting Requirements.
"FIFA VIP Hotel"	means any hotel which FIFA uses to accommodate FIFA VVIPs and VIPs (including the FIFA Council members) and FIFA VVIPs and VIPs guests in

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	connection with the Competition.
"Final Draw"	means the draw by which Teams participating in the final competition of the FIFA World Cup 2030™ are drawn into competition groups and positions that will be featured in the Match schedule.
"Final Match"	means the final Match of the Competition.
"First Match"	means the first Centenary Celebration Match or the first Match of the Competition (whichever is earlier).
"Force Majeure Event"	means any act, event, omission or circumstance, including any existing or having occurred as at the Effective Date or coming into existence or occurring thereafter, that is beyond the actual or reasonable control of any Party, including any labour dispute, strike, lock-out, storm, tempest or other abnormally inclement climate or weather conditions, lightning, act of god, earthquake, volcanic activity, landslide, flood, tsunami, natural disaster, illness, disease, epidemic, pandemic, failure of public utility, declared or undeclared war, civil war or commotion, state of belligerence, invasion, armed conflict, revolution, insurrection, military coup, military operation, terrorist activity, riot, crowd disorder, boycott (including a Competition Boycott), embargo, any government action (including the enactment of any Applicable Laws), any royal bereavement or other official period of national mourning, any action by the United Nations or any other supra-national authority, and any binding court order or the threat of any of the foregoing. For the purposes of this definition: (i) the acts or omissions of any contractor, consultant, agent or other person appointed or engaged by the Host City Authority in connection with its rights and/or responsibilities and/or obligations under this Agreement shall be deemed to be within the Host City Authority's actual or reasonable control; and (ii) where the Host City Authority has agreed to ensure that any third party complies with any contractual obligation (or takes or omits to take any action), any failure by such third party to comply with the same shall not be a Force Majeure Event.
"Formal Bid"	means the Host Association's formal bid to host the Competition and to support FIFA with its organisation and staging of the Competition (together with any Co-Host Associations) which takes effect upon their submission to FIFA of various bidding and hosting documentation in accordance with the terms of the Bidding Agreement.
"FWC2030 Hosting Requirements"	has the meaning given to it in Clause 20.3.
"FWC2030 Safety and Security Concept and Protocol"	has the meaning given to it in Clause 32.1.1.2.
"GDPR"	means the General Data Protection Regulation (EU) 2016/679.
"Geographic Area"	has the meaning given to it in Clause 11.1.
"Government"	means the national government of the Host Country.
"Government Guarantee"	means any guarantee provided to FIFA by the Government on behalf of the Host Country or by any other Governmental Authority in the Host Country, including guarantees covering the following subject areas:

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- (a) Visas, Permits, Immigration, Check-in Procedures;
- (b) Work Permits and Labour Law;
- (c) Tax Exemptions and Foreign Exchange Undertakings;
- (d) Safety and Security;
- (e) Protection and Exploitation of Competition Rights;
- (f) Telecommunication and Information Technology; and
- (g) Waiver, Indemnification and Legal Issues,

in each case as amended or supplemented from time to time.

"Government Legal Statement"

means a legal statement prepared by the Government's Minister of Justice of the Host Country (and which was to be submitted to FIFA as part of the Formal Bid), which addresses each of the questions and/or issues relating to the Competition that are identified by FIFA in such form including:

- (a) a high-level summary of the legal framework in the Host Country;
- (b) a confirmation on how certain governmental support documents provided to FIFA as part of the Formal Bid (including this Agreement) are, and will remain, subsequent to their issuance, valid, fully legally binding and enforceable against the Government and other relevant Governmental Authorities (including the Host City Authority); and
- (c) a list of all Special Laws which are to be enacted by the Government and/or other Governmental Authorities (including the Host City Authority) and the proposed procedures (including timing) for ensuring their enactment within the deadlines set out in the relevant government support documents,

as amended or supplemented from time to time.

"Governmental Authority"

means the Government, the Host City Authority, any Additional Authorities (and any executive authority representing any other host city for the Competition) and any other national, regional or local government or governmental authority in the Host Country and/or any Co-Host Country, which is, in any manner, involved in the hosting, organisation and/or staging of the Competition.

"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 hospitality programme in relation to the Competition and the Centenary Celebration to be conducted by FIFA, which programme shall be the only hospitality programme conducted in relation to the Competition and the Centenary Celebration (with no other on-site or off-site hospitality benefits or services in relation to the Competition or Centenary Celebration being permitted) and which will include the "VIP Hospitality Programme" and the "Commercial Hospitality Programme".

"Hospitality Rights"

means any entity or entities to which FIFA grants certain rights in relation

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"Holder"	to the exploitation and operation of the Hospitality Programme, or which are 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.
"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 Association"	means the national FIFA member association which is Party to, and listed on the front page of, this Agreement.
"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, in relation to all Matches, certain Competition-Related Events and any other aspects of the Competition and/or the Centenary Celebration which FIFA deems relevant, which may include an official film, magazines and other documentaries of the Competition as well as documentaries in connection with the Teams or individuals being involved in the Competition and/or the Centenary Celebration.
"Host City"	means the city represented by the Host City Authority, which may be selected by FIFA to be a host city of the Competition pursuant to this Agreement.
"Host City Authority"	means the executive authority which represents the Host City and which is Party to, and listed on the front page of, this Agreement.
"Host City Budget"	has the meaning given to it in Clause 22.2.1.
"Host City Composite Logo"	means a composite logo developed by FIFA, the Host Association and/or any Co-Host Association in cooperation with the Host City Authority, which may comprise the Official Emblem, the Host City Designation and a Host City-specific design element.
"Host City Declaration"	means each of the declarations submitted to FIFA as part of the Formal Bid by the head of each host city authority (including the Host City Authority), demonstrating such host city authority's support for the Formal Bid and its support for the staging of Matches in the relevant host city (including the Host City).
"Host City Designation"	means the official designation to be used by the Host City Authority in connection with its Competition-Related Activities and events, such designation to be determined by FIFA.
"Host City Event"	means any cultural or social event or activity organised by the Host City Authority, (or by a third party acting on behalf or under the authority of the Host City Authority) in connection with the Competition (excluding any FIFA Fan Festival), irrespective of whether such event or activity involves the use of any Competition Marks.
"Host City Marks"	means the Host City's name, logo and approved derivations thereof used to indicate and identify the Host City as well as any additional or successor marks and devices adopted as its brand identification by the Host City Authority.

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"Host City Offer"	has the meaning given to it in Clause 4.1.2.
"Host City Poster"	means any official Competition-related poster created by FIFA in accordance with the process set out in this Agreement, which may incorporate, by way of example, the Official Emblem, the Competition Design and a Host City-specific design element.
"Host City Project Plan"	has the meaning given to it in Clause 22.1.1.
"Host Country"	means the country of the Host Association.
"Hosting Agreement"	means the agreement between FIFA, the Host Association (and any Co-Host Association(s)) which contains the key rights and obligations of the Host Association (and any such Co-Host Association(s)) in the context of their hosting of the Competition and their support of FIFA to organise and stage the Competition, and which agreement was submitted to FIFA as part of the Formal Bid.
"Hosting Requirements"	means the document (or multiple documents) in electronic, physical and/or such other format as FIFA may select, which is/are developed and issued by FIFA for the Competition, setting out in greater detail the requirements with which the Host City Authority (and other key Competition stakeholders) are required to comply in relation to the hosting, organisation and staging of the Competition, including by setting out descriptions, specifications and quality standards applicable to the roles and responsibilities and obligations of the Host City Authority under this Agreement, and which may also modify such roles, responsibilities and obligations (including by adding or removing obligations) and/or the operational set-up of the Competition, as such document(s) may be modified in accordance with the terms of this Agreement from time to time and which, for the avoidance of doubt, includes the Initial FWC2030 Hosting Requirements and the FWC2030 Hosting Requirements.
"Human Rights"	means, at a minimum, those 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 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.
"Human Rights Strategy"	means the human rights strategy submitted by the Host Association as part of its Formal Bid.
"IBC"	means the official international broadcast centre to be used by the Host Broadcaster, Media Rights Licensees, Media Representatives and other third parties in connection with the Competition and the Centenary Celebration.

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"IBC Agreement"	means in relation to each proposed IBC site, an agreement between: (i) FIFA; (ii) the relevant IBC Authority relating to the proposed IBC site; and (iii) the Host Association (or Co-Host Association) in the Host Country (or Co-Host Country) where the proposed IBC site is located, pursuant to which such IBC Authority provides (amongst other things) certain commitments relating to the use of such proposed IBC site in relation to the Competition and the Centenary Celebration.
"IBC Authority"	means the executive authority which: (i) is legally competent to represent, and act for and on behalf of, the relevant proposed IBC site; and (ii) has signed the relevant IBC Agreement.
"Indemnified Parties"	has the meaning given to it in Clause 56.1.
"Initial FWC2030 Hosting Requirements"	means the first version of the Hosting Requirements made available to the Host Association (and the Co-Host Association(s)) by FIFA during the Bidding Process.
"Initial Terms"	means the terms of this Agreement which are listed in Clause 4.1.3.
"Inner Stadium Perimeter"	means, in relation to the Stadium, the perimeter around the main stadium building which is within the barrier/fence at which the final formal Ticket check is conducted for spectators attending a Match at the Stadium.
"Insolvency Event"	occurs in relation to a person if: <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; (b) that person commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up, dissolution or liquidation of that person; (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over that person; (e) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; (f) another person becomes entitled to appoint a receiver over all or any of the assets of that person or a receiver is appointed over all or any of the assets of that person; (g) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days; (h) any circumstance arises or event occurs in relation to that person or

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"Intellectual Property Rights"

any of its assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds with or has an effect equivalent or similar to any of those stated in the aforementioned provisions; or

- (i) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media or format, including patents, utility models, trade marks, service marks, trade dress, registered designs and domain names, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in data and databases, moral rights, performance rights, know-how, rights to sue for passing off or unfair competition, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), any other intellectual property rights which subsist in logos, badges, symbols, signs, names, images, footage, mascots, identifying music or sounds, websites (including the "look and feel" of any websites), locators/addresses identifying and/or providing access to any digital media, documents, guidelines and/or manuals and all other intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of 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.

"IT Solution"

means the information technology and communication network solution, consisting of IT and telecommunications infrastructure (such as voice and data network infrastructure, whether based on wireless technologies or structured cabling) and related services, supplies and facilities, hardware, software, applications, ICT equipment, power, support staff as well as environmental and security control required to host, organise and stage the Competition and the Centenary Celebration and used at any technical and non-technical areas at any Sites or other locations or areas indicated by FIFA.

"Joinder Agreement"

has the meaning given to it in Clause 11.2.1.

"Licensee"

means any entity to which FIFA (or any FIFA nominee) grants the right to use any Competition Mark on items of merchandise, excluding any Branded Licensee or other Commercial Affiliate.

"Mandatory Disclosure"

has the meaning given to it in Clause 57.3.1.

"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, e-sports rights, digital rights, retail rights, music rights, website and internet rights, any other rights and/or associated commercial opportunities relating to the Competition, the Centenary Celebration and the Competition-

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	Related Events, to the extent that such rights are not Media Rights.
"Match"	means any football match in its entirety (including, if applicable, replays, extra-time and penalty shoot-out phases), which takes place as part of the final competition of the FIFA World Cup 2030™, including each Centenary Celebration Match.
"Match Day"	means each day on which a Match is scheduled to take place in the Venue.
"Media Facilities"	means the IBC, the Stadium Media Centres and any other media facilities established by FIFA for use by Media Representatives in connection with the Competition and/or the Centenary Celebration, such as outside presentation studios.
"Media Representatives"	means all professional representatives of the Host Broadcaster, the Media Rights Licensees and other media entities to whom FIFA grants the right to receive an official media Accreditation Pass to access any stadium and/or other Site (or part thereof) for any Match and/or Competition-Related Event.
"Media Rights"	means the rights, in all languages and throughout the universe, to report upon, record, transmit or otherwise exploit any still or moving visual-only images of, any audio-only material of, any audio-visual material of, and any text and any data of, in each case in full length or in part, in any media and by any means of transmission or delivery by any means whatsoever (whether now known (including emerging and successor technologies such as virtual reality, augmented reality, mixed reality, blockchain, voice assistants and other technology) or hereafter devised, developed or invented), any aspect or element of the Competition, the Centenary Celebration and/or any Competition-Related Event on a live, as-live and/or delayed basis, 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 the Centenary Celebration and/or similar audio-visual products and programming, and shall include fixed media rights, public exhibition rights, in-flight rights and in-ship rights.
"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 a Stadium which is designated by FIFA for the exclusive use by Media Representatives to report on a Match.
"Municipal Special Laws"	means any Special Laws which are enacted or granted on a municipal level.
"Offer Period"	has the meaning given to it in Clause 4.1.2.
"Official Accommodation"	means the guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and facilities in a hotel or other accommodation which will or may potentially be used in connection with the Competition and/or a Competition-Related Event by the FIFA Delegation, the Host Association, any Co-Host Association, any CONMEBOL Host Association, the Team Delegations, Host Broadcaster, Commercial Affiliates, Media Rights Licensees, Media Representatives, any Hospitality Rights Holder (and its clients), participants in FIFA

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	Sustainability Activities and other guests or service providers (as determined by FIFA), as well as by the members of the general public attending the Competition or a Competition-Related Event in a personal, non-commercial capacity, including the FIFA Staff Hotels, FIFA VIP Hotels, FIFA Congress Hotels, Referee Base Camps and Team Hotels.
"Official Competition Title"	means the official title(s) of the Competition and/or the Centenary Celebration as determined by FIFA and communicated by FIFA to the Host City Authority from time to time (including, if applicable, any reference to a Commercial Affiliate that may be included therein) and any equivalent of such official title(s) approved by FIFA in any language and any FIFA-approved abbreviations thereof.
"Official Emblem"	means any official emblem/logo selected by FIFA for the Competition and/or the Centenary Celebration.
"Official Mascot"	means any official mascot selected by FIFA for the Competition and/or the Centenary Celebration.
"Official Poster"	means any poster selected by FIFA for the Competition and/or the Centenary Celebration.
"Official Routes"	means the official FIFA protocol routes in and around the Venue which will be used for the main, official traffic in connection with the Competition for the duration of the Competition Period (and relevant periods applicable to any Competition-Related Event), such as the roads between the Airport(s), main train stations, the Stadium, the FIFA Staff Hotels and/or other relevant Sites.
"Official Slogan"	means any slogan selected by FIFA for the Competition and/or the Centenary Celebration, symbolizing the overall message and theme in relation to the Competition and/or the Centenary Celebration.
"Official Trophy"	means the official trophy, as selected by FIFA, to be awarded to the winner of the Competition.
"Organising Committee for FIFA Competitions"	means the internal organising committee appointed by the FIFA Council according to the FIFA Statutes which is organised as a standing committee by FIFA and oversees the organisation of FIFA competitions, besides advising and assisting the FIFA Council in this regard.
"Outdoor Media"	means any kind of outdoor advertising billboards, posters, posts and other media which may be used for promotional purposes, some of which shall be reserved for use by FIFA at key locations within the Venue (including at the Airports) in accordance with this Agreement.
"Outdoor Media Period"	means the period commencing fourteen (14) days prior to the First Match and concluding forty-eight (48) hours after the final Match staged in the Host City.
"Outer Stadium Perimeter"	means, in relation to the Stadium, the perimeter directly adjacent to, and further removed from the main stadium building than, the Inner Stadium Perimeter (including the barrier/fence), beyond which only Accreditation Pass holders and Ticket holders are entitled to access on Match Days.
"Participating Member Association"	means any FIFA member which has qualified in accordance with the Competition Regulations to participate in the final competition of the FIFA World Cup 2030™ or which has otherwise been selected by FIFA to

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	participate in the same and/or any Competition-Related Event.
"Personal Data"	means any Data relating to a Data Subject. For the avoidance of doubt, Data will be deemed Personal Data if the unauthorised access, use, disclosure, modification, storage, destruction, or loss of that Data would trigger the application of any applicable Data Protection Law or any security breach notification under applicable Data Protection Law.
"Pitch Area"	means the area which comprises the Field of Play and the adjacent area up to the demarcation of the Stands.
"PKM Strategy"	has the meaning given to it in Clause 15.1.1.
"PKM Tool"	has the meaning given to it in Clause 15.1.1.
"Preliminary Draw"	means the draw by which Teams of all FIFA member associations participating in the qualification for the final competition of the FIFA World Cup 2030™ are drawn into competition groups for each of the FIFA confederations.
"Premium"	means any promotional item of merchandise which bears any Competition Mark (to the exclusion of any other name, symbol, branding, logo, trade mark, emblem or other identification denoting or identifying any person or brand) and is given away free of charge.
"Process"	means any operation or set of operations that is performed upon Data, whether or not by automatic means, including obtaining, developing, producing, collecting, recording, organising, structuring, accessing, using, adapting, altering, modifying, retrieving, consulting, copying, reproducing, analysing, disclosing, disseminating, making available, aligning, combining, blocking, restricting, transmitting, transferring, selling, renting, storing, retaining, destroying, deleting, or erasing such data, and "Processed" shall be construed accordingly. For the avoidance of doubt, "Process" includes the compilation or correlation of Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from such Data.
"Processor"	means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
"Purchasable Ticket"	means a Ticket: (i) made available to the Host City Authority or a third party by FIFA in consideration for the payment of the Ticket price to FIFA; or (ii) used by FIFA itself on a purchasable basis.
"Receiving Party"	has the meaning given to it in Clause 57.2.4.
"Referee"	means any Match referee, assistant referee, fourth official, video assistant referee (or assistant thereto) and/or any further appointed match official which, if applicable, includes the fifth official as well as the additional assistant referee.
"Referee Base Camp"	means any base camp for the use of the Referees, certain other members of the FIFA Delegation and certain Host Association (and Co-Host Association) personnel during the Competition Period, comprising a Referee Training Site and an accompanying hotel.
"Referee Seminar"	means a seminar conducted by FIFA for the Referees in connection with

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	the Competition.
"Referee Training Site"	means any Training Site used as part of a Referee Base Camp, at which the Referees may perform training sessions in relation to the Competition, comprising a minimum of four (4) full-sized fields of play of natural grass.
"Remediation Efforts"	means, with respect to any Data Security Incident, activities required to remedy a Data Security Incident to ensure compliance with applicable Data Protection Laws or with FIFA's or the Host City Authority's policies and procedures, which may include: (i) development and delivery of legal notices to affected individuals or other third parties; (ii) establishment and operation of toll-free telephone numbers (or, where toll-free telephone numbers are not available, dedicated telephone numbers) for affected individuals to receive specific information and assistance; (iii) procurement of credit monitoring, credit or identity repair services and identity theft insurance from third parties that provide such services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory, government or law enforcement inquiries and other similar actions; (vi) undertaking of investigations (internal or in cooperation with a governmental body) of such Data Security Incident, including forensics; (vii) public relations and other crisis management services; and (viii) cooperation in relation to and response to litigation with respect to such Data Security Incident (including class action suits or similar proceedings).
"Selection Determination"	has the meaning given to it in Clause 5.2.1.
"SEM System"	means a Sustainable Event Management system developed by FIFA and used to ensure that sustainability principles are embedded in the management and operational activities in relation to the Competition and/or the Centenary Celebration, which includes, for example, policies, procedures, principles and guidelines.
"Site"	means, in relation to the Competition: <ul style="list-style-type: none"> (a) any stadium, including the Stadium; (b) any training site, including any Training Site; (c) any airport; (d) any official parking area, Accreditation Centre, Ticketing Centre, Volunteer Centre, the IBC, Stadium Media Centres and/or any hospitality areas used in relation to the Competition or any Competition-Related Event; (e) the location of the Preliminary Draw; (f) the location of the Final Draw; (g) the location of any FIFA Fan Festival; and (h) any other locations, areas and/or facilities (e.g. any other Media Facilities or locations for any Competition-Related Events) designated by FIFA as an official site in relation to the Competition.
"Spectator Services"	means the optimal co-ordination of various operational aspects to ensure for any individual interested in attending Matches or otherwise forming part of the Competition, with a particular focus on Ticket holders generally (but

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	excluding the provision of any services specifically for special Ticket Customer Groups): (i) a high quality and positive experience through a seamless and efficient end-to-end spectator experience; (ii) the creation of a comfortable, accessible and safe environment; and (iii) a feeling of being welcomed, considered, informed and updated before, during and after the Competition.
"Special Laws"	means any laws, regulations, directives, ordinances or similar legislative action in any Host Country (including any exemptions and/or waivers from any applicable laws, regulations, directives, decisions and decrees passed, or any binding guidelines or codes of conduct or practice implemented, in any Host Country), whether on a federal, national, state, regional, provincial or municipal level.
"Stadium"	means any stadium listed on the front page of this Agreement, including: <ul style="list-style-type: none"> (a) the entire premises of such stadium facility up to and including the Outer Stadium Perimeter fence; (b) on Match Days, the day immediately prior to each Match Day and on any day on which any official Team training session takes place within the stadium, the airspace above the entire premises of such stadium facility, up to and including the Outer Stadium Perimeter fence; (c) any permanent and temporary parking facilities, the Pitch Area, the Stands and the areas beneath Stands; (d) the Broadcast Compound, Media Tribunes, Stadium Media Centre(s) and other permanent and temporary media areas and zones; (e) the VIP/VVIP Tribune, Brand Activation Areas (within the Outer Stadium Perimeter), concessions areas and areas used for the Hospitality Programme (including the Hospitality Boxes and Hospitality Villages); and (f) the areas used for any Ticketing Centre, Accreditation Centre and Volunteer Centre (to the extent that the same are located within the Outer Stadium Perimeter).
"Stadium Agreement"	means, in relation to the Stadium, the agreement between: (i) FIFA; (ii) the Stadium Authority in relation to such Stadium; and (iii) the Host Association, containing all rights, obligations and responsibilities of such Stadium in relation to the Competition.
"Stadium Authority"	means, in relation to the Stadium, the executive authority which: (i) is legally competent to represent, and to act for and on behalf of, such Stadium; and (ii) has signed the relevant Stadium Agreement.
"Stadium Media Centre"	means any media centre set up by FIFA for use by the Media Representatives in a stadium in connection with the Competition.
"Stadium Security Areas"	has the meaning given to it in Clause 25.4.
"Stand"	means the seating area for spectators within the Stadium, including the VIP Tribune, Media Tribunes and Hospitality Boxes.
"Sustainable"	means development that meets the needs of the present without

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Development"	compromising the ability of future generations to meet their own needs.
"Sustainable Event Management"	means a careful balancing of social, environmental and economic considerations in order to limit the adverse impacts as well as maximise the positive impact of the Competition and the Centenary Celebration, based on ISO 20121.
"Team"	means the national men's team representing a Participating Member Association in the Competition and the Centenary Celebration.
"Team Base Camp"	means any headquarters of a Team during the Competition Period, comprising a Team Base Camp Training Site and an accompanying Team Hotel.
"Team Base Camp Training Site"	means any Training Site used as part of a Team Base Camp, at which a Team may perform training sessions in relation to the Competition.
"Team Delegation"	means the delegation of any Team, consisting of players, coaches, managers, medical staff, officials, media officers, representatives and guests of such Team as well as other individuals appointed by FIFA or such Team for the purposes of accompanying and liaising with such Team.
"Team Hotel"	means any hotel at which a Team Delegation is accommodated during the Competition Period, which may either form part of a Team Base Camp or be a Venue-Specific Team Hotel.
"Team Workshop"	means a workshop or seminar conducted by FIFA for the representatives of the Teams.
"Telecoms and IT Infrastructure"	has the meaning given to it in Clause 38.2.1.
"Term"	has the meaning given to it in Clause 51.
"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 a series of tickets or combined with other offers and/or services. Tickets comprise Purchasable Tickets and Complimentary Tickets.
"Ticket Customer Groups"	means the groups to which Tickets are allocated by FIFA, either as Purchasable Ticket or as Complimentary Ticket.
"Ticketing"	means 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 or other Site, obtain a seat and watch the relevant Match and/or Competition-Related Event as well as other performances related thereto. Ticketing shall include the management and operations necessary for the allocation, production, sale, distribution, delivery and payment of Tickets for the Competition and/or the Centenary Celebration.
"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 a stadium or elsewhere in or near a host city being used for the Competition, such as in the centre of such host city, at an airport and/or at other key locations in

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	such host city.
"Training Site"	means any training site affiliated with, connected to, or located in (or within the vicinity of) the Host City (as determined by FIFA) which is selected by FIFA to host Competition-related training sessions and which may be used as either: (i) a Venue-Specific Training Site; (ii) a Team Base Camp Training Site; or (iii) a Referee Training Site.
"Training Site Agreement"	means any agreement between: (i) FIFA; (ii) any Training Site Authority; and (iii) the Host Association in connection with the Competition.
"Training Site Authority"	means any executive authority which is: (i) legally competent to represent, and to act for and on behalf of, any Training Site; and (ii) has signed a Training Site Agreement.
"Training Site Security Areas"	has the meaning given in Clause 26.3.
"UN Guiding Principles on Business and Human Rights"	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.
"UNODC"	means the United Nations Office on Drugs and Crime.
"Venue"	means the Host City and: (i) the area comprising all Sites within the Host City; (ii) any Sites connected to, but located outside of, the Host City, as determined by FIFA (which may include, by way of example, the Stadium, an Airport, Team Base Camp and/or Referee Base Camp); (iii) the connections between all such Sites that are used for the Competition and/or Competition-Related Event(s); and (iv) the areas adjacent to and surrounding each such Site (as determined by FIFA).
"Venue Committee"	has the meaning given to it in Clause 17.3.1.
"Venue Dressing Programme"	means the official Competition-related decoration programme to create a festive and welcoming atmosphere in the host cities being used for the Competition and other areas comprising the venues (but excluding at the stadia, the training sites and, unless otherwise determined by FIFA, other Sites which are located in any venue) as developed and established by FIFA with the support of the Host Association (and the Co-Host Association(s)) and the host city authorities, which is based on the Competition Design to be developed by FIFA.
"Venue-Specific Team Hotel"	means any hotel located within, or in the vicinity of, a host city being used for the Competition (and which is part of the relevant venue), at which a Team Delegation is accommodated during the period immediately prior to and after any Match taking place in such host city (or the related venue), and which is connected to an accompanying Venue-Specific Training Site.
"Venue-Specific Training Site"	means any Training Site located within, or in the vicinity of, a host city being used for the Competition (and which is part of the relevant venue), at which a Team may perform training sessions in connection with the Competition, and which is connected to an accompanying Venue-Specific Team Hotel.

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"VIP/VVIP Tribune"	means the "tribune d'honneur", being such location in the Stands identified by FIFA to which VIP/VVIP guests of FIFA and the Host Association (and the Co-Host Association(s)) as well as officials will be invited to watch a Match together with the provision of certain benefits and services under the "VIP Hospitality Programme".
"Volunteer"	means an individual performing for and on behalf of FIFA and/or the Host Association (and the Co-Host Association(s)), on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or a Competition-Related Event, who are primarily (but not exclusively) residents of the Host Country.
"Volunteer Centre"	means any location established by FIFA and/or a third party appointed by FIFA in relation to the Competition, at which Volunteers are based and serviced and which shall be located in the direct vicinity of a stadium or elsewhere in a host city being used for the Competition.

Interpretation

Unless the context otherwise requires, in this Agreement:

- (a) words importing the singular include the plural and vice versa;
- (b) references to "**persons**" or "**entities**" include natural persons, firms, corporations, partnerships, governments, agencies of a state, joint ventures, associations and any other incorporated and unincorporated entities;
- (c) references to "**include**", "**includes**", "**including**", "**for example**" (and variations thereof) are to be construed without limitation;
- (d) references to "**Clauses**" are, unless otherwise stated, references to clauses of the main body of this Agreement;
- (e) references to "**Schedules**" are, unless otherwise stated, references to schedules to this Agreement;
- (f) references to "**Annex**" are, unless otherwise stated, references to the annex to this Agreement;
- (g) references to a "**Party**" mean FIFA, the Host Association or the Host City Authority (and in each case, their permitted assignees) and "**Parties**" shall mean FIFA, the Host Association and the Host City Authority (together, in each case, with their permitted assignees), save that references to a "**third party**" is a reference to a person who is not a Party to this Agreement;
- (h) references to "**Stadium**" in the singular shall include and apply to any and all Stadiums listed on the front page of this Agreement, unless otherwise stated;
- (i) references to "**Stadium Authority**" in the singular shall include and apply to any and all Stadium Authorities of those Stadiums listed on the front page of this Agreement, unless otherwise stated;
- (j) headings are for convenience only and shall not affect the interpretation of this Agreement;
- (k) references to any document preceded by "FIFA" that is not otherwise defined herein means the relevant FIFA document published or made available by FIFA under that name (as it may, from time to time, be amended, supplemented and/or replaced);
- (l) a reference to any statute, regulation, directive, decision, guideline or code of conduct is a reference to it as amended, extended, replaced, superseded or re-enacted from time to time;
- (m) any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and

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- (n) a reference to "best endeavours" shall require the obligor to take all steps within their power to achieve the desired result, being steps which a prudent, determined and reasonable obligee, acting in their own interests and desiring the result, would take, even if that means subordinating the obligor's own interests and/or incurring significant expenditure.

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SCHEDULE 2

OUTDOOR MEDIA

Part 1: Standard Outdoor Media

Outdoor Media Locations	Period	Terms of Delivery
<p>All Outdoor Media located within:</p> <p>(i) two kilometre (2km) radius of the Stadium; and</p> <p>(ii) one hundred metre (100m) radius of the location of any FIFA Fan Festival in the Venue</p>	Outdoor Media Period	<p><u>Outdoor Media owned or controlled by the Host City Authority:</u></p> <p>To be provided to FIFA free of charge.</p> <p><u>Outdoor Media owned or controlled by any third party:</u></p> <p>The Host City Authority grants to FIFA, on a free of charge basis, a first right of refusal (on terms to be determined by FIFA) to acquire the relevant Outdoor Media at the average market rate for such inventory, such right to be exercised at any time during the period from two (2) years prior to the First Match until and including 31 October in the year prior to the Competition.</p>
<p>All Outdoor Media located on or adjacent to Official Routes (including Outdoor Media located on or adjacent to all transport routes from each Airport and the main train stations to the Stadium)</p>	Outdoor Media Period	<p><u>Outdoor Media owned or controlled by the Host City Authority:</u></p> <p>To be provided to FIFA free of charge.</p> <p><u>Outdoor Media owned or controlled by any third party:</u></p> <p>The Host City Authority grants to FIFA, on a free of charge basis, a first right of refusal (on terms to be determined by FIFA) to acquire the relevant Outdoor Media at the average market rate for such inventory, such right to be exercised at any time during the period from two (2) years prior to the First Match until and including 31 October in the year prior to the Competition.</p>
<p>All new Outdoor Media created for use in connection with the Competition</p>	Outdoor Media Period	<p><u>Outdoor Media owned or controlled by the Host City Authority:</u></p> <p>May be freely exploited by the Host City Authority provided that the Host City Authority shall not permit any third party to acquire or otherwise exploit such inventory other than FIFA, a Commercial Affiliate or a Media Rights Licensee without FIFA's approval.</p>

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<p>All Outdoor Media at key locations at and in the vicinity of each Airport (as determined by FIFA)</p>	<p>Outdoor Media Period</p>	<p><u>Outdoor Media owned or controlled by any third party:</u></p> <p>The Host City Authority grants to FIFA (or shall ensure that FIFA is granted), on a free of charge basis, a first right of refusal (on terms to be determined by FIFA) to acquire the relevant Outdoor Media at the average market rate for such inventory, such right to be exercised at any time during the period from two (2) years prior to the First Match until and including 31 October in the year prior to the Competition.</p>
<p>Vehicle exteriors on mass transit routes to the Stadium</p>	<p>Outdoor Media Period</p>	<p><u>Outdoor Media owned or controlled by the Host City Authority:</u></p> <p>May be freely exploited by the Host City Authority provided that:</p> <p>(i) the Host City Authority shall not permit any third party to acquire or otherwise exploit such inventory other than FIFA, a Commercial Affiliate or a Media Rights Licensee without FIFA's approval; and</p> <p>(ii) the Host City Authority shall provide FIFA with five per cent (5%) of such inventory free of charge.</p> <p><u>Outdoor Media owned or controlled by any third party:</u></p> <p>The Host City Authority grants to FIFA (or shall ensure that FIFA is granted), on a free of charge basis, a first right of refusal (on terms to be determined by FIFA) to acquire the relevant Outdoor Media at the average market rate for such inventory, such right to be exercised at any time during the period from two (2) years prior to the First Match until and including 31 October in the year prior to the Competition.</p>

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Part 2: Competition-Related Event Outdoor Media

Outdoor Media Locations	Period	Terms of Delivery
<p>All Outdoor Media:</p> <p>(i) located within a five hundred metre (500m) radius of the site hosting the Preliminary Draw and the Final Draw and at key locations at and in the vicinity of the primary Airport servicing the same (in each case to the extent that the Preliminary Draw and/or the Final Draw takes place in the Venue);</p> <p>(ii) located in or adjacent to the site hosting any Team Workshop taking place in the Venue, together with all Outdoor Media at key locations at and in the vicinity of the primary Airport servicing the Team Workshop; and</p> <p>(iii) located in or adjacent to the site hosting any FIFA Congress taking place in the Venue and at key locations at and in the vicinity of the primary Airport servicing FIFA Congress.</p>	<p>The period commencing seven (7) days prior to the date of the relevant Competition-Related Event and concluding forty-eight (48) hours after the end of the relevant Competition-Related Event.</p>	<p><u>Outdoor Media owned or controlled by the Host City Authority:</u></p> <p>To be provided to FIFA free of charge.</p> <p><u>Outdoor Media owned or controlled by any third party:</u></p> <p>The Host City Authority grants to FIFA, on a free of charge basis, a first right of refusal (on terms to be determined by FIFA) to acquire the relevant Outdoor Media at the average market rate for such inventory, such right to be exercised at any time during the period from two (2) years prior to the First Match until and including 31 October in the year prior to the Competition.</p>

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ANNEX

JOINDER AGREEMENT

This Joinder Agreement is between: (1) Fédération Internationale de Football Association ("**FIFA**"); (2) **[INSERT HOST ASSOCIATION RELEVANT TO THE HOST CITY]** (the "**Host Association**"); (3) **VALENCIA CITY COUNCIL** (the "**Host City Authority**"); and (4) **GENERALITAT** (the "**Additional Authority**").

RECITALS

- A.** The Host Association has participated in the bidding and selection process to appoint FIFA member associations) to host the Competition and to support FIFA with its organisation and staging of the Competition and has, together with any Co-Host Association(s), submitted its Formal Bid to FIFA.
- B.** In making its Formal Bid, the Host Association proposed the use of **VALENCIA** (the "**Host City**") to be used in connection with the Competition and has submitted to FIFA a host city agreement between (i) FIFA; (ii) the Host Association; and (iii) the Host City Authority, which has been duly executed by the Host Association and the Host City Authority (the "**Host City Agreement**").
- C.** The Host City Agreement lists **NOU MESTALLA STADIUM** (the "**Stadium**") on the front page of the Host City Agreement as a stadium which is connected to the Host City. The Stadium is located in a city, municipality, region, province, state, district, county and/or similar administrative area, division or sub-division which is controlled and administered by the Additional Authority ("**Geographic Area**").
- D.** Pursuant to Clause 11.2 of the Host City Agreement: (i) the Host Association and the Host City Authority are required to enter into this agreement with the Additional Authority ("**Joinder Agreement**"), pursuant to which the Additional Authority agrees (in consideration for the opportunity to host certain Matches in the Geographic Area) to become fully bound by certain terms and conditions of the Host City Agreement; and (ii) the Host Association is required to submit the duly executed Joinder Agreement to FIFA as part of its Formal Bid.
- E.** In this Joinder Agreement (including these Recitals), capitalised terms not defined herein shall have the meanings given to them in the Host City Agreement, unless otherwise expressly stated herein.

IT IS HEREBY AGREED:

1. BACKGROUND

- 1.1 Each of FIFA, the Host Association and the Host City Authority accept the Additional Authority's accession to the Host City Agreement on the terms of this Joinder Agreement.
- 1.2 This Joinder Agreement constitutes a variation of the Host City Agreement pursuant to Clause 70 thereto. Save to the extent expressly varied by this Joinder Agreement, the Host City Agreement will continue in full force and effect.
- 1.3 The Additional Authority acknowledges that it has received a copy of the Host City Agreement and has read and understood the same.

2. EFFECT AND SCOPE OF JOINDER AGREEMENT

- 2.1 Subject to the remaining terms herein, with immediate effect from the submission of this Joinder Agreement to FIFA by the Host Association as part of its Formal Bid (the "**Joinder Agreement Submission**"), the terms and conditions of the Host City Agreement shall apply to, and be binding upon, the Additional Authority, and the Additional Authority shall fulfil all of the responsibilities, perform all of the obligations and provide all of the undertakings, covenants, acknowledgements, confirmations, warranties, representations, indemnities, guarantees and waivers of the Host City Authority under and in accordance with the Host City Agreement, save that, where any of the aforementioned relate to the Venue (or any part thereof) (including the Stadium), the Additional Authority shall only be required to fulfil, perform and/or provide the same to the extent necessary to ensure that the Host City Authority complies in full with the Host City Agreement in relation to the part(s) of the Venue which are within the

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Geographic Area (including the Stadium).

- 2.2 For the purposes of this Joinder Agreement and the implementation of the same:
- 2.2.1 the following terms in the Host City Agreement shall be read and understood as follows (unless the context otherwise requires):
- 2.2.1.1 references to the "Host City Authority" shall be read and understood as references to the Additional Authority; and
- 2.2.1.2 references to a "Party" or "Parties" shall include the Additional Authority;
- 2.2.2 the following Clauses of the Host City Agreement shall not apply to the Additional Authority (and the Additional Authority shall not be required to perform or be entitled to benefit from the same): Clauses 3 (Consideration for Selection), 4 (Effect of Host City Agreement Submission), 6 (Appointment), 11 (Additional Authorities), 16 (Host City Authority Rights), 17.3.1 and 17.3.2 (Venue Committee), 18.1 (Competition Vision and Host City Declaration), 22.4.2 (Communication), 31.1.2 (General Volunteer Programme), 35.1.1 (Promotion of the Competition), 41.1.1 (Host City Events and Publications), 42.8 (Host City Marks), 43 (Competition Marks), 50.1.2, 50.1.4, 50.1.10 and 50.1.15 (Representations and Warranties), 52.2 (Termination) and 56 (Indemnification); and
- 2.2.3 if FIFA notifies the Additional Authority in writing that it should not fulfil any responsibility or perform any obligation which it is required to fulfil or perform as a result of this Joinder Agreement, the Additional Authority shall not fulfil or perform the same.

3. NO RIGHTS

This Joinder Agreement shall not entitle the Additional Authority to benefit from any rights granted to the Host City Authority under the Host City Agreement (including (without limitation) the Host City Authority's rights set out in Part 6 of the Host City Agreement) with the sole exception of the rights granted to the Host City Authority pursuant to Clause 45.4 (Competition Data Licence) of the Host City Agreement.

4. STAKEHOLDER COORDINATION

In addition to complying with Clauses 8 and 17 of the Host City Agreement, the Host City Authority and the Additional Authority shall establish and maintain close coordination and communication with each other in respect of all organisational and administrative matters relating to the planning, organisation, operation and/or staging of the Competition in the Venue.

5. COMMUNICATION

- 5.1 The Host City Authority and the Additional Authority each acknowledge and agree that:
- 5.1.1 notwithstanding this Joinder Agreement, the Host City Authority shall act as, and shall remain the primary contact for, FIFA, the Delivery Entity/ies and the Host Association (and any Co-Host Association(s)) in respect of all matters connected with the hosting, organisation and staging of the Competition in the Venue;
- 5.1.2 any guidelines, directions, requests, instructions, determinations, elections, decisions and/or recommendations communicated by FIFA and/or any Delivery Entity to the Host City Authority which relate to any responsibility or obligation of the Additional Authority or any matters contemplated by the Host City Agreement shall be binding on the Additional Authority and deemed to have been received by the Additional Authority; and
- 5.1.3 FIFA shall be entitled to rely on any notices and/or communications given by either the Host City Authority or the Additional Authority from time to time in relation to the Host City Agreement and such notices and/or communications shall be deemed to have been given by both such parties.

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- 5.2 Any requirement in the Host City Agreement to give notice to, consult with and/or obtain the consent or approval of the Host City Authority (including (without limitation) under Clause 55.2.2 of the Host City Agreement) shall not be construed as meaning that notice must be given to, consultation must take place with, or consent or approval must be obtained from, the Additional Authority, and neither FIFA nor the Host Association shall have any such obligation by virtue of this Joinder Agreement.
- 5.3 Without prejudice to Paragraph 5.2, for the purposes of this Joinder Agreement, the Additional Authority's address and addressee information is as follows:

Address:	Email:	Attention:
Plaza de Manises n.º 1, (46001) Valencia	vicepresidencia@gva.es	VICEPRESIDENTE PRIMERO Y CONSELLER DE CULTURA Y DEPORTE

6. CONFLICTS

If there is any conflict between the terms and conditions of this Joinder Agreement and the Host City Agreement and/or any dispute as to the application of this Joinder Agreement to the Host City Agreement, and such conflict is not specifically reconciled herein, then FIFA shall be entitled to decide, and inform the Host City Authority and the Additional Authority, which provision shall govern and/or how the conflicting provisions shall otherwise be reconciled.

7. MODIFICATIONS TO OBLIGATIONS

The Additional Authority acknowledges and agrees that FIFA may modify the Additional Authority's obligations under the Host City Agreement pursuant to Clause 23 of the Host City Agreement, in each case as they relate to the Geographic Area, to reflect FIFA's vision, objectives and/or strategy for the Competition and/or the latest technological, commercial and/or infrastructural standards. The provisions of Clause 23 of the Host City Agreement shall apply, *mutatis mutandis*, to the Additional Authority.

8. COSTS

Except as otherwise expressly provided in the Host City Agreement, the Additional Authority shall be solely responsible for (and neither FIFA, any Delivery Entity, the Host Association, any Co-Host Association nor any CONMEBOL Host Association shall have any responsibility or liability to the Additional Authority or any other person for) the costs and expenses to be incurred in connection with: (i) the negotiation, execution or completion of this Joinder Agreement; or (ii) the fulfilment and performance of the Additional Authority's responsibilities and obligations under this Joinder Agreement, the Host City Agreement and the Hosting Requirements (including during the Offer Period), as such responsibilities and obligations may be modified in accordance with Paragraph 7 or otherwise under the terms of the Host City Agreement.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 Clauses 50.1.2, 50.1.4, 50.1.10 and 50.1.15 of the Host City Agreement shall not apply to the Additional Authority. For the avoidance of doubt, the remaining representations and warranties in Clause 50 of the Host City Agreement shall apply to and be binding upon the Additional Authority.
- 9.2 The Additional Authority represents and warrants (as at the date of the Joinder Agreement Submission and throughout the Term) that:
- 9.2.1 it is the executive authority which is legally competent to represent, and which ordinarily enters into legally binding relations, for and on behalf of the Geographic Area;

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- 9.2.2 it has the full right, capacity, power and authority to fulfil its responsibilities, perform its obligations and grant all relevant rights under this Joinder Agreement, in each case in accordance with the terms hereof and those of the Host City Agreement; and
- 9.2.3 each PDF copy of this Joinder Agreement which is submitted to FIFA by the Host Association is a true and complete copy of the original version of this Joinder Agreement, as signed by the Host City Authority, the Additional Authority and the Host Association.

10. TERMINATION

- 10.1 FIFA shall be entitled to terminate the Host City Agreement in its entirety (including this Joinder Agreement) or this Joinder Agreement on its own, with immediate effect by written notice to the Host City Authority if:
- 10.1.1 any of the circumstances and/or events set out in Clause 52.1 of the Host City Agreement occurs in relation to the Host City Authority or the Additional Authority; or
- 10.1.2 the Host City Authority or the Additional Authority commits a material breach of this Joinder Agreement.
- 10.2 For the avoidance of doubt, if this Joinder Agreement terminates for any reason, FIFA shall be entitled to terminate the Host City Agreement with immediate effect by written notice to the Host City Authority.
- 10.3 The Additional Authority shall have no right to terminate the Host City Agreement (in whole or in part).

11. INDEMNIFICATION

11.1 Indemnification

- 11.1.1 Clause 56 of the Host City Agreement shall not apply to the Additional Authority.
- 11.1.2 The Additional Authority shall indemnify and hold harmless FIFA, each Delivery Entity, the Host Association, each Co-Host Association (and any of the aforementioned parties' direct and indirect subsidiaries), the Commercial Rights Holders, the Teams, each CONMEBOL Host Association and the other FIFA member associations as well as, in each case, their directors, officers, members, personnel, auxiliary persons, employees, agents, guests and representatives (together, the "**Indemnified Parties**") from and against any and all liabilities, penalties and fines (excluding penalties and fines of a criminal nature imposed on any Indemnified Party), obligations, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses (including all internal and external costs, expenses, and other amounts evidenced to have been paid or incurred by the Indemnified Parties) which such Indemnified Parties may suffer or incur in connection with, resulting from, or arising out of, any:
- 11.1.2.1 breach or alleged breach of this Joinder Agreement by the Additional Authority (including by its officers, directors, members, auxiliary persons, employees, agents or representatives);
- 11.1.2.2 misrepresentation or alleged misrepresentation by the Additional Authority under or in connection with this Joinder Agreement;
- 11.1.2.3 measures taken by FIFA pursuant to Clause 32.6.4 and/or 53 of the Host City Agreement in relation to any responsibilities or obligations of the Additional Authority;
- 11.1.2.4 act or omission of the Additional Authority (including of its officers, directors, members, auxiliary persons, employees, agents or representatives) in connection with the fulfilment of its responsibilities, the performance of its obligations, or exercise of its rights under this Joinder Agreement;
- 11.1.2.5 termination of the Host City Agreement by FIFA pursuant to Clauses 52.1.1, 52.1.2, 52.1.3, 52.1.4, 52.1.10, 52.1.11, 52.1.13 or 52.1.14 of the Host City Agreement which

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results from any act or omission of the Additional Authority;

11.1.2.6 breach by the Additional Authority of any data processing agreement entered into pursuant to Clause 45.2 of the Host City Agreement or any data sharing agreement entered into pursuant to Clause 45.3 of the Host City Agreement; and/or

11.1.2.7 action or claim brought against FIFA by any data subject or a data protection authority, in connection with the Processing of any personal data by the Additional Authority as contemplated by the Host City Agreement.

11.2 Conduct of Claims

If any third party makes a claim, or notifies of an intention to make a claim which may reasonably be considered likely to give rise to a liability under any indemnity in Paragraph 11.1 (a "Claim"), the provisions of Clause 56.2 of the Host City Agreement shall apply *mutatis mutandis* to the Additional Authority and to any such Claim.

12. LIABILITY

12.1 Each of the Host Association, the Host City Authority and the Additional Authority acknowledge and agree that:

12.1.1 the limitations applying to FIFA's liability under the Host City Agreement shall apply in aggregate to FIFA's liability under this Joinder Agreement, so that FIFA's total liability under both such agreements (and FIFA's total aggregate liability to the Host Association, the Host City Authority and the Additional Authority) shall not be increased;

12.1.2 as a result of Paragraph 12.1.1 above, the total aggregate liability of FIFA and the Delivery Entity/ies (together with any of their directors, officers, members, personnel, employees, auxiliary persons, agents, contractors or representatives) for any and all loss and damage howsoever caused, arising out of or in connection with the Host City Agreement and the Joinder Agreement collectively (whether in contract, tort (including negligence), breach of statutory duty or otherwise), shall not under any circumstance exceed ten million United States Dollars (US\$ 10,000,000);

12.1.3 the provisions of Clauses 58.2 and 58.3 of the Host City Agreement shall apply *mutatis mutandis* to this Joinder Agreement and in relation to FIFA, the Delivery Entity/ies and the Host Association's liability to the Additional Authority;

12.1.4 nothing in this Joinder Agreement shall release the Host City Authority from, and the Host City Authority shall remain fully liable for, all of its responsibilities, obligations, commitments, representations, warranties and indemnities under the Host City Agreement; and

12.1.5 FIFA shall have no obligations or liability to the Additional Authority under this Joinder Agreement (and/or the Host City Agreement) unless and until FIFA has countersigned both the Host City Agreement and this Joinder Agreement.

12.2 The Host City Authority and the Additional Authority acknowledge and agree that the binding nature of this Joinder Agreement and the Host City Agreement shall remain completely unaffected and shall not be superseded in any manner by, any agreements that may be entered into by or between them (whether entered into before, on or after the date of execution of this Joinder Agreement) and no such agreements will in any way modify this Joinder Agreement or the Host City Agreement or impose any obligations on FIFA or otherwise affect the liability of the Host City Authority and the Additional Authority towards FIFA and the Delivery Entity/ies under the Host City Agreement and/or this Joinder Agreement.

13. GENERAL

13.1 Each of the Host Association, the Host City Authority and the Additional Authority shall (and each of them shall ensure that each relevant third party shall) sign, execute and affirm all instruments, applications and other documents and perform such other acts as may be required to give full effect to

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- this Joinder Agreement, in each case, free of any charge, in a timely manner, and in compliance with Applicable Laws and any instructions given by FIFA.
- 13.2 The parties acknowledge and agree that the provisions of Clauses 61 (Language), 64 (Transfer and Assignment), 66 (Counterparts), 69 (Severability), 70 (Variation), 74 (Equitable Relief), 75 (Governing Law) and 76 (Dispute Resolution) of the Host City Agreement shall apply *mutatis mutandis* in relation to this Joinder Agreement.

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IN WITNESS WHEREOF, we hereby execute this Joinder Agreement in two (2) originals by our duly authorised representatives.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

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

ROYAL SPANISH FOOTBALL FEDERATION

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

VALENCIA CITY COUNCIL

By: Valencia City Council..... By:
Name: M^a del Rocío Gil Uncio Name:
Title:Concejala de Deportes Title:
Date 23 de febrero de 2024 Date:

GENERALITAT

By:Generalitat Valenciana..... By:
Name: Vicente José Barrera Simó Name:
Title: VICEPRESIDENTE PRIMERO Y CONSELLER DE CULTURA Y DEPORTE Title:
Date 23 de febrero de 2024 Date:

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