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OAA 2010 FIFA World Cup™

ORGANISING ASSOCIATION AGREEMENT

between

Fédération Internationale
de Football Association
Hitzigweg 11
8030 Zürich
Switzerland

(hereinafter "FIFA")

and

South African Football Association
First National Bank Stadium
NASREC / P.O. Box 910
Johannesburg 2000
South Africa

(hereinafter "Organising Association")

regarding

2010 FIFA World Cup™



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25.7 Computerised Ticketing System


- 25.7.1 If selected by FIFA (to be decided at FIFA's sole discretion), the Organising Association shall provide and maintain, at its own cost, a computerised Ticketing system to manage and operate the Ticketing
- 25.7.2 The computerised Ticketing system shall include all software and hardware as well as all telecommunication and other infrastructure necessary for this purpose.
- 25.7.3 The computerised Ticketing system shall have the necessary interfaces with other systems within or besides the IT Solution of the Championship including for Protocol and the official event website as determined in further detail by FIFA.
- 25.7.4 The computerised Ticketing system shall be at all times of highest possible technical standard to meet FIFA's requirements as defined in this Agreement and in the Ticketing Policy and meet the business requirements of the management and operation of Ticketing.


25.8 Ticket Design and Layout

- 25.8.1 FIFA shall set forth rules regarding the Ticket design and layout in the Ticketing Policy.
- 25.8.2 The following basic information shall be clearly displayed on the Tickets:

Front of Tickets:

- a) Match information (e.g. Brazil v. Germany)
- b) Match number, date and kick-off time
- c) Face price
- d) Venue
- e) Category
- f) Entrance, Section, Row, and Seat number
- g) Special designations such as "Not for sale"



 M.A.C.

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- 30.2.1 b Official Mascot
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- 41.17.3 Organising Association Information: Certified extract of the Register of Commerce
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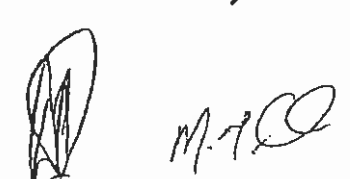


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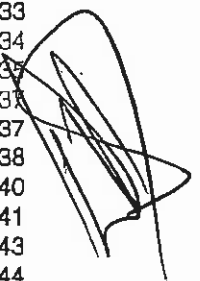
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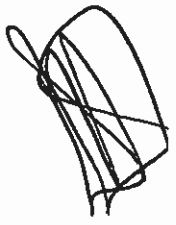
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WHEREAS FIFA is the world governing body for the sport of football and responsible for promoting football around the world through educational and developmental programs and through promoting and supervising international play;

WHEREAS FIFA owns the Championship (as hereinafter defined) and all rights relating thereto on an exclusive worldwide basis, including all organisation, Marketing, Broadcast and other rights to the Matches and Other Events (as hereinafter defined);

WHEREAS FIFA invited the African National Associations affiliated to FIFA (as hereinafter defined) to bid for the right to serve as host for the final competition of the Championship and provided interested National Associations with the List of Requirements (as hereinafter defined) containing certain guidelines regarding the staging and hosting of the Championship;

WHEREAS The Organising Association confirmed its bid for the right to serve as host of the final competition of the Championship by entering the bid documentation including the signed Agreement (as hereinafter defined) as well as the signed Bidding Agreement (as hereinafter defined);

WHEREAS FIFA will appoint a bidding National Association as host of the Championship and entrust such National Association with the organisation, staging and hosting of the Championship in accordance with the Agreement and under the guidance of FIFA.

Now, THEREFORE, the Parties hereby agree as follows:

DEFINITIONS

The capitalized terms used in the Agreement (as hereinafter defined) shall have the following meanings unless the context otherwise requires (any of the following definitions using the singular form shall also apply for the same terms used in the Agreement in the plural form and any of the following definitions using the plural form shall also apply for the same terms used in the Agreement in the singular form, unless the context otherwise requires):

“Accommodation” shall mean all measures to manage and operate the provision of hotel rooms to the designated guests for the Championship.

“Accommodation Policy” shall be FIFA’s Guidelines to set forth the basic rules and parameters for Accommodation.

"Accreditation" shall have the meaning set out in Clause 26.1.1.

"Agreement" shall mean this Organising Association Agreement and its annexes (consisting of the FIFA Requirements, the Bid and the Other Annexes).

"Ambush Marketing" shall mean marketing, promotional, advertising and public relations activities in words, sound or any other form relating to the Championship, which are intended to capitalize on any form of association with the Championship, but which are undertaken by a person or an entity which has not been granted the right to promote an affiliation with the Championship by FIFA.

"Award Ceremony" shall mean the ceremonies during which the Championship Trophy and/or medals or any other awards shall be presented to the Teams or players.

"Bid" shall mean the representations, warranties and other assurances and promises set forth in the documents submitted by the Organising Association to FIFA in connection with the Competition bid, including without limitation all assurances and undertakings submitted by the relevant governmental authorities supporting the bid and confirming support for the staging and hosting of the Competition as attached hereto in Annex 3.5.1.

"Bidding Agreement" shall be the agreement between FIFA and the Official Bidders outlining provision that apply during the Bidding Period.

"Bidding Period" shall mean the official bidding period starting from 1 June 2003 until the appointment of the Host Country by the FIFA Executive Committee to be taken in May 2004.

"Box" shall have the meaning set out in Clause 14.5.7

"Broadcast Rights" shall mean the right to broadcast, transmit, display, film and photograph the Competition, as well as all recordings thereof (or any part thereof) in any form and in all media now known or hereafter devised and the right to exploit the same.

"Broadcast Rights Holders" shall mean any entity, including the FIFA Broadcast Partner and the Host Broadcaster, that has acquired from FIFA, directly or indirectly, any rights with respect to the Broadcast Rights.

"Championship", "Championship (Country) 2010" as well as "Championship (Country)" shall mean the final tournament of the 2010 FIFA

World Cup™ contested in the year 2010 in the Host Country by 32 or 36 Teams depending on the decision taken by the FIFA Executive Committee in Paris on 28 May 2003 teams under the governance of FIFA including the Matches, activities on the Field of Play (other than Matches), in the Pitch Area enclosure and on the Stadium Screen, Official Events, replays and deferred matches connected therewith.

"Championship Marks" shall mean any and all present and future trade marks, copyrights and/or designs as well as any other rights relating to any industrial or intellectual property, whether or not registered or applied for and whether represented in part or in whole, including any and all present and future names, designations, symbols, identifying music or sounds, logos, the FIFA fairplay name and device mark, the Official Emblem, the Official Mascot, the Official Designation and other artistic or orthographic representations in two or three dimensional proportions used by or with the authority of FIFA in connection with The Championship, as well as any and all designations creating an association with The Championship.

"Championship Trophy" shall mean the Trophy to be awarded to the winner of the Championship as set out in Annex 12.12.4.

"Closing Ceremony" shall mean the ceremony following the Award Ceremony after the final Match of the Championship.

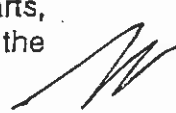
"Commercial Affiliates" shall mean any entity that has acquired from FIFA, directly or indirectly, any rights with respect to the Marketing Rights, including the FIFA Marketing Partner.

"Commercial Hospitality" shall have the meaning set out in Clause 22.1. 4.

"Controlled Access Sites" shall mean (a) the locations of the Matches and Other Events, such as (without limitation) Stadiums and their fences and the aerial space above the Stadiums, the Stadium Perimeters (b) all other locations, such as without limitation Stadium Press Centres, Accreditation Centres, IBC, IMC, Official Training Sites, the designated hotels, Hospitality areas and centres for the FIFA Delegation, and other areas which admission is regulated by the Organising Association's issued accreditation and (c) surrounding and adjacent areas to the locations described hereinabove.

"Corporate Hospitality" shall have the meaning set out in Clause 22.1.3.

"Cultural Events" shall mean any performance, concert, exhibition, show and other form of expression of culture (including but not limited to music, arts, theatre, dance and any other kind of entertainment) organised by the



Organising Association and/or a third party in connection with the Championship.

"FIFA Broadcast Partner" shall mean any entity entrusted by FIFA with the right to exploit certain Broadcast Rights.

"FIFA Congress" shall mean the bi-annual congress of FIFA, FIFA 's supreme body for representatives of all National Associations held in conjunction with (and usually immediately preceding) the Championship.

"FIFA Delegation" shall mean, with respect to the Championship, (a) FIFA and FIFA Marketing Partner officials and guests, (b) the referees and assistant referees, (c) the players, officials and coaches of the competing teams; (d) FIFA, FIFA Marketing Partner and FIFA Broadcast Partner staff (e) FIFA Congress participants, and (f) other persons accredited at the directive of FIFA.

"FIFA Executive Committee" shall mean the executive committee of FIFA, a standing committee of FIFA in accordance with the FIFA Statutes responsible for the executive oversight of all FIFA matters.

"FIFA General Secretariat" shall have the meaning set out in Clause 7.4.

"FIFA/Organising Association Hospitality" shall have the meaning set out in Clause 22.1.2.

"FIFA Marketing Partner" shall mean any entity entrusted by FIFA with the right to exploit certain Marketing Rights.

"FIFA Organising Committee" shall mean the organising committee for the Championship, a standing committee of FIFA in accordance with the FIFA Statutes responsible, by delegation from the FIFA Executive Committee, for the oversight of the Championship.

"FIFA Protocol" shall have the meaning set out in Clause 21.1.1.

"FIFA Requirements" shall mean FIFA's requirements as described in Clause 3.3 and consisting of the List of Requirements, the 2010 Regulations, the 2010 Technical Annex, the Marketing Annex and any Other FIFA Directives in connection with the Championship as now or later attached hereto and amended from time to time by FIFA at its sole discretion.

"FIFA Officials" shall mean the members of the FIFA Delegation carrying out functions and/or duties in connection with the Championship.

"FIFA World Cup" shall mean the quadrennial worldwide football championship contested by National Associations under the governance of FIFA.

"Field of Play" shall have the meaning set out in Clause 14.3.3.

"Final Draw" shall mean the draw ceremony by which the participating National Associations in the final competition of the Championship are drawn into competition groups.

"Force Majeure" shall have the meaning set out in Clause 40.1.

"Hospitality" shall have the meaning set out in Clause 22.1.1.

"Host Broadcaster" shall mean the organisation appointed by FIFA, or FIFA's Broadcast Partner, to ensure and provide the production of the broadcast signals of the matches and other events of the Championship, and the provision of all related services.

"Host City" shall mean the community in which a Stadium is located.

"Host Country" shall mean the Organising Association's country of origin in which the Championship is taking place.

"Host National Association" shall be the National Association entrusted with the staging and hosting of the Championship in accordance with this Agreement.

"Hotel Agreement" shall mean the Championship hotel agreement as described in Clause 5.3 of the List of Requirements and in Clause 19.2.

"IBC" shall mean the international broadcasting centre for use exclusively by accredited broadcasting personnel to be established by the Organising Association for the Championship in accordance with Clause 27.5.

"International Media Centre" or "IMC" shall mean the joint facility incorporating the IBC and the Main Press Centre.

"IT-Solution" shall have the meaning set out in Clause 32.1.1.

"List of Requirements" shall mean FIFA's Championship list of requirements for the Organising Association set out in Annex no 3.3.1.a.



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"Local Organising Committee" or "LOC" shall have the meaning set out in Clause 4.1.

"Main Media Centre" shall mean the facility for use by accredited press and broadcasting personnel to be established by the Organising Association for the Championship in accordance with Clause no 27.4.

"Marketing Requirements" shall mean FIFA's marketing requirements as set out in Annex no 1.3.1.d.

"Marketing Rights" shall mean all rights of exploitation (in whatever form) of all types of advertising (including electronic), promotion, marketing, merchandising, licensing, franchising, sponsorship, hospitality, publications, and any other rights and/or associated commercial opportunities related to or in connection with the Championship.

"Marks" shall mean any and all current and future trademarks, copyrights and/or designs as well as all current and future names, designations, symbols, identifying music or sounds, and logos creating an association with FIFA and/or the 2010 FIFA World Cup™.

"Match(es)" shall mean each and every football match in their entirety (including overtime and penalty kick phases) of the final competition of the Championship, including any delayed or deferred matches and replays.

"Match Countdown" shall have the meaning set out in Clause 10.1.5.

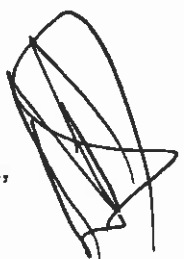
"Match Schedule" shall be the schedule outlining the days, times and venues at which the Matches take place.

"Media" shall mean all members of the written press and photographers entitled to media accreditation as determined by FIFA.

"Media Centres" shall jointly mean the IMC and the Stadium Press Centres.

"National Associations" shall mean national associations affiliated to FIFA, whether or not participating in the Championship.

"Official Bidder" shall mean any National Association that lodges an official bid to host the Championship in accordance with the terms contained in this List of Requirements.



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"Official Designation" shall be "2010 FIFA World Cup (Host Country)™" as well as any translation thereof into the official language(s) of the Host Country as well as into other languages at FIFA's sole discretion.

"Official Emblem" shall mean the official logo of the Championship to be attached in Annex no. 12.2.1.1.

"Official Events" shall mean all the events as detailed in Clause 12 of this Agreement.

"Official Music" shall have the meaning set out in Clause 29.8.

"Official Training Sites" shall mean the training fields within or in reasonable distance of each Venue or each Team Hotel/Headquarters to be made available to the Teams of the participating National Associations including the aerial space above such Official Training Sites and surrounding and adjacent areas, whether under the control of the Organising Association or otherwise used for the trainings, including without limitation parking facilities, Media areas, concourses, fencing and entrance (together the "Official Training Sites").

"Official Mascot" shall mean the official mascot of the Championship to be attached in Annex no. 12.2.1.2

"Opening Ceremony" shall mean the ceremony immediately prior to the opening Match of the Championship.

"Organising Association" shall mean the National Association including the LOC, an internal division of the Organising Association, appointed by FIFA to organise, stage and host the Championship. The Host National Association and the LOC may be collectively referred to as the 'Organising Association'

"Organising Association Agreement" or "OAA" shall mean the agreement to be concluded between FIFA and the Organising Association for the organisation, staging and hosting of the 2010 FIFA World Cup™.

"Other Annexes" shall mean any annex, with the exception of the FIFA Requirements and the Bid to this Agreement (or to an Other Annex) referred to in this Agreement (or in an Other Annex).

"Other FIFA Directives" shall mean the FIFA's directives as set out in Annex 3.3.1 e.

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"Participating National Associations" shall mean any National Association affiliated to FIFA, qualified to participate in the final tournament of the Championship including the Team (23 players) and its respective Participating National Association's Delegation (27 persons).

"Participating National Association's Delegation" shall mean the persons accompanying the Team and representing the respective National Association at the Championship.

"Parties" shall mean FIFA and the Organising Association.

"Pitch Area" shall have the meaning set out in Clause 14.3.4.

"Preliminary Draw" shall mean the draw ceremony by which the National Associations eligible to compete in the qualifying rounds of the Championship are drawn into competition groups.

"Protocol" shall have the meaning set out in Clause 21.1.

"Protocol Guidelines" shall be FIFA's directives regarding Protocol.

"Publications" shall mean any conventional or electronic printed matter produced in relation to, or in connection with the Championship, such as all posters, guides, programs, magazines, maps, booklets, books, electronic publishing, CD-Is, CD-ROMs, bulletins, or all present or future equivalent systems performing or capable of performing a similar function.

"Security Plan" shall have the meaning set out in Clause 23.5.

"Stadiums" shall mean the stadiums, and all areas inside the perimeter of such stadiums under the control of the Organising Association, or its designee, selected to host Matches of the Championship.

"Stadium Agreement Cover" shall mean the Championship Stadium agreement cover in accordance with Clause 14.2.1, which shall be in form and substance as attached in Annex 14.2.1.

"Stadium Agreement" shall have the meaning set out in Clause 14.2.5.

"Stadium Building" shall have the meaning set out in Clause 14.7.

"Stadium Perimeter" shall have the meaning set out in Clause 14.8.

"Stadium Plan" shall have the meaning set out in Clause 14.4.1.

"Stadium Media Centres" shall mean the facilities for use by accredited press and broadcasting personnel to be established by the Organising Association at the Stadiums.

"Stadium Screen" shall be one or several monitor(s) in the Stadium on which moving images are displayed to the persons granted the right to access the Stadium.

"Stands" shall have the meaning set out in Clause 14.3.5.

"Team" shall mean the football players representing a Participating National Association including 23 Players.

"Team Preparation Facilities" shall have the meaning set out in Clause 15.2.1.

"Team Hotels" shall mean the hotels and any other locations providing accommodation within reasonable distance of each Venue for the participating Teams in accordance with Clause 19.3.

"Test Tournament" shall be a football tournament organised by the Organising Association for the purpose to execute a test/rehearsal for the Championship in the Host Country according to a separate Organising Association Agreement.

"Ticket" shall be the evidential item representing that the Ticket holder has the right to enter a Stadium to attend a particular Match and/or Event of the Championship and to obtain a particular seat allocated to the Ticket for that purpose in accordance with the Ticket Terms and Conditions and all applicable laws.

"Ticket Terms and Conditions" shall have the meaning set out in Clause 25.4.2.

"Ticketing" shall mean all conceptual, operational and managerial measures to provide Tickets to all spectators of every Match and/or Event of the Championship allowing them to enter the Stadium or a venue, obtain a seat and watch the match and/or other performances related thereto. Ticketing shall include the management and the operation necessary for the allocation, production, sale, distribution, delivery, and payment of the Tickets of the Championship.

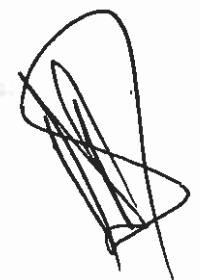
"Ticketing Policy" shall be FIFA's general guidelines setting forth the basic rules for Ticketing.

"Tribune d'Honneur" shall be the area of the stands separated and reserved for Protocol purposes.

"Venue" shall mean the Host City and the surrounding area

"2010 Regulations" shall mean the FIFA regulations for the Championship which are not yet available at the date of execution of this Agreement and which will be developed, approved, attached and communicated by FIFA in Annex no at a later stage.

"2010 Technical Annex" shall mean FIFA's technical requirements consisting of several documents which are not yet available at the date of execution of this Agreement and which will be developed, approved, attached and communicated by FIFA in Annex no at a later stage.





PART A: BIDDING AGREEMENT / SCOPE OF THE AGREEMENT / OFFER AND ACCEPTANCE

1. BIDDING AGREEMENT

- 1.1 By entering into the Bidding Agreement as per Annex 1.1, the parties agree upon specific provisions in connection with the bid procedure, which shall be binding on both parties during the Bidding Period and, to the extent set forth in the Bidding Agreement, beyond.
- 1.2 The Bidding Agreement shall be deemed to be incorporated into the Agreement, subject to the exclusion of Clause 2 of the Agreement.

2. OFFER AND ACCEPTANCE

2.1 Organising Association's Offer

- 2.1.1 By duly executing this Organising Association Agreement and returning it to FIFA, the Organising Association makes the unconditional and irrevocable offer to FIFA to organise, stage and host the final competition of the Championship in accordance with the terms of the Agreement.
- 2.1.2 The Organising Association shall be bound to its offer until 31 December 2004 or the date of the appointment of the Organising Association of the Championship, whichever is the later.
- 2.1.3 FIFA will not consider any offer "subject to contract" or similar conditional offers.

2.2 FIFA's Acceptance

- 2.2.1 If FIFA decides to accept the Organising Association's offer it shall duly execute this Organising Association Agreement and return it to the appointed Organising Association by 31 December 2004 following the meeting of the FIFA Executive Committee at which occasion the Host National Association for the Championship is appointed.
- 2.2.2 For the avoidance of doubt, and with the exception of those rights conferred upon the Organising Association in accordance with the Bidding Agreement, no rights are conferred upon the Organising Association in accordance with the Agreement unless and until (a) the Organising Association shall have been appointed by FIFA as host of the Championship, and (b) FIFA shall

have returned the duly executed Organising Association Agreement to the Organising Association.

3. SCOPE OF THE AGREEMENT

3.1 Designation

3.1.1 The FIFA Executive Committee has appointed the National Association of (Country) as the Host National Association of the Championship to be held in the Host Country.

3.1.2 Subject to Clause 2, FIFA entrusts the Organising Association with the organisation, hosting and staging of the Championship to be held in the Host Country in accordance with the terms of this Agreement.

3.1.3 The Host National Association shall appoint a Local Organising Committee in accordance with Clause 4 hereinafter, both of which pledge to assume joint responsibility towards FIFA, regardless of their own organisational structure.

3.1.4 The Organising Association accepts all rights and obligations for the Championship in accordance with the Agreement and undertakes and guarantees that the organisation, hosting and staging of the Championship will at all times comply with the terms of this Agreement.

3.2 The Parties' Rights and Obligations

3.2.1 The Parties' rights and obligations with respect to the bidding, the organisation, staging and hosting of the Championship are set forth in this Agreement which consists of:

- (a) this Organising Association Agreement;
- (b) the Bidding Agreement as per annex 1.1.;
- (c) the FIFA Requirements as specified in 3.3;
- (d) the Other Annexes;
- (e) the Bid.

3.2.1 The Organising Association shall, unless otherwise provided in this Agreement, exercise its rights and fulfil all its obligations in accordance with this Agreement at its own cost and expense.

3.2.2 The parties undertake to observe at all times the Agreement (as set forth in Clause 3.2.1), all applicable FIFA regulations, guidelines and circulars as well as the applicable national and supra-national laws.

3.2.3 Unless otherwise specified in the Agreement, all costs in connection with the organisation, staging and hosting of the Championship shall be borne by the Organising Association.

3.3 **FIFA Requirements**

3.3.1 The FIFA Requirements shall consist of:

- (a) The List of Requirements as set out in Annex 3.3.1.a.
- (b) The 2010 Regulations to be issued by FIFA, which will set forth specific rules pertaining to final competition of the Championship. The 2010 Regulations are not yet available at the date of execution of this Agreement and will be attached upon issuance by FIFA at a later stage as Annex 3.3.1.b.
- (c) The 2010 Technical Annex to be issued by FIFA, which will set forth the technical requirements pertaining to the exploitation of the Broadcast Rights. The 2010 Technical Annex is not yet available at the date of execution of this Agreement and will be attached upon issuance by FIFA at a later stage as Annex 3.3.1.c.
- (d) The Marketing Annex, referred to in Clause 29.2.3, which will set forth provisions with regard to the exploitation of the Marketing Rights. The Marketing Annex is not yet available at the date of execution of this Agreement and will be attached upon issuance by FIFA at a later stage as Annex 3.3.1.d.
- (e) Other FIFA directives, guidelines and circulars, which will possibly be issued by FIFA defining additional requirements and policies of FIFA. Those are not yet available at the date of execution of this Agreement and will be attached upon issuance by FIFA at a later stage as Annex(es) 3.3.1.e.



3.3.2 The FIFA Requirements reflect FIFA's minimum policies and requirements and are incorporated into the Agreement upon receipt by the Organising

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Association. The Organising Association shall comply with all these policies and requirements and recognises that FIFA's policies and requirements, and, as a consequence, the FIFA Requirements may need to be modified by FIFA as a result of technological and other changes. The Organising Association hereby accepts that FIFA is, therefore, entitled to amend, delete or supplement the terms of any FIFA Requirements and to add FIFA Requirements at all times at its sole discretion. The Organising Association shall adapt to any such amendments, deletions, supplementations and additions.

3.3.3 Should, however, any such amendment, deletion, supplementation or addition result in a material adverse effect on the financial situation of the Organising Association, the Organising Association shall within thirty (30) days of receipt of the respective FIFA Requirements notify FIFA in demonstrating such material adverse effect. FIFA and the Organising Association shall then jointly and in good faith address such material adverse effect and discuss potential solutions satisfactory to the Parties.

3.3.4 In case of conflict between the provisions of the FIFA Requirements and/or the provisions of this Agreement FIFA shall have sole authority to decide which provisions will prevail.

3.4 Other Annexes

3.4.1 The Other Annexes shall be incorporated into the Agreement upon having been duly executed by FIFA and the Organising Association.

3.5 Bid

3.5.1 The representations, warranties, assurances and promises set forth in the Bid by the Organising Association to FIFA (as set out in Annex no 3.5.1) shall be binding obligations of the Organising Association, and are incorporated into the Agreement unless and except to the extent inconsistent with the terms of the Agreement (in which case the provisions of the Agreement - with the exception of the inconsistent parts of the Bid - shall prevail).

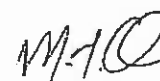
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PART B: ORGANISATION**4. ORGANISING ASSOCIATION AND LOCAL ORGANISING COMMITTEE**

- 4.1 The Organising Association shall establish a Local Organising Committee, which shall be and remain an internal, fully dependent and controlled division of the Host National Association responsible for the entire organisation, staging and hosting of the Championship.
- 4.2 The Host National Association shall retain the legal ability to fully direct and control all decision-makings and activities of the LOC with the respect to the organisation and staging of the Championship. Representatives of the Host National Association shall therefore serve in the LOC so that the Host National Association can fulfil its responsibilities adequately and exercise control over the organisation of the Championship.
- 4.3 The Organising Association shall not be entitled to establish or cause a third party to establish an external local organising committee or similar entity with own legal personality assuming rights and/or obligations of the Organising Association under this Agreement.
- 4.4 The Local Organising Committee shall at all times be only in charge of the organisation, staging and hosting of the Championship.
- 4.5 FIFA does not recognise any third parties or organisations apart from the Organising Association and the Government of the Host Country. Any problems connected with the organisation of the Championship shall therefore be dealt with by the Organising Association.
- 4.6 The Organising Association is subject to the control of FIFA, represented by the Organising Committee for the Championship. FIFA has the last and final decision power on all matters relevant to the hosting of the Championship.

5. PROJECT MANAGEMENT AND ORGANISATION CHART

- 5.1 The Organisation Association shall develop and implement organisational regulations, an organisational chart as well as appropriate project management procedures.
- 5.2 The organisational regulations shall identify and describe the duties, competencies, procedures, and any other relevant items in accordance with the organisation, staging and hosting of the Championship. The



organisational chart shall identify the divisions and persons assuming responsibility for the organisation, staging and hosting of the Championship.

5.3 The Organising Association shall submit to FIFA for FIFA's approval the organisational regulations as well as the organisational chart not later than five years prior to the first Match after the signing of this Agreement. Any amendment thereof must also be approved prior to issuance.

6. INFORMATION/CONTROLLING

6.1 Progress Reports

6.1.1 As of 31 March and of 30 September of every year starting with 30 September 2006 until 30 September 2010 (or more frequently if FIFA requests) the Organising Association shall submit to FIFA written progress reports describing the complete status of its plans for organising and staging the Championship.

6.1.2 FIFA shall be provided at any time upon first request with all documents and other information in a form requested by FIFA and FIFA shall have the right of inspection in accordance with Clause 6.2.

6.1.3 In case of problems in connection with the organisation, staging and hosting of the Championship, FIFA shall be immediately informed by the Organising Association.

6.2 Inspection

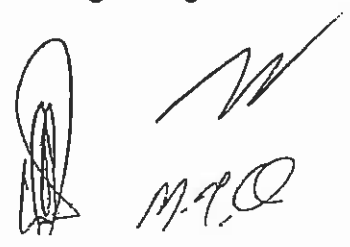
6.2.1 All books, minutes, correspondence and other documents of the Organising Association relating to the Championship shall (at FIFA's request) be open for examination at the sole discretion of FIFA by independent certified accountants or any other persons selected by FIFA, in particular for the purpose of verifying the accuracy of the reporting. FIFA shall give written notice to the Organising Association at least three (3) days before such examination shall take place.



6.2.2 The inspection costs of the accountants or other persons shall be borne by FIFA.

6.3 Independent Controlling

6.3.1 FIFA and/or the Organising Association may appoint a third party of high reputation and expertise that shall control the activities of the Organising

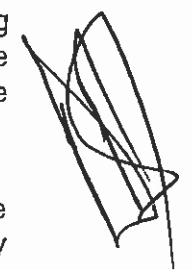


Association, in particular the progress of the preparation of the Championship. This appointment shall be done at least four (4) years prior to the first match of the Championship. The Organising Association shall immediately inform FIFA about such appointment.

- 6.3.2 Such independent controller will regularly inform FIFA on its activities and provide the Organising Association and FIFA with a progress report prepared by the independent controller, on 30 September of each year starting with 30 September 2006 or more frequently if so requested by FIFA.
- 6.3.3 In addition, the Organising Association shall ensure that FIFA will be provided by the independent controller at any time upon first request with all documents and other information in a form requested by FIFA.
- 6.3.4 The Organising Association shall ensure that in case of problems in connection with the preparation of the Championship the independent controller shall immediately inform FIFA.
- 6.3.5 All costs in connection with the independent controlling shall be borne by the Organising Association.

7. FIFA ORGANISATION

- 7.1 FIFA will establish an organisation structure in accordance with it's statutes.
- 7.2 The Executive Committee is FIFA's executive body.
- 7.3 The FIFA Organising Committee shall be responsible for the organisation of the Championship in accordance with all FIFA Regulations.
- 7.4 The FIFA General Secretariat shall, in collaboration with the Organising Association, be responsible for the operational implementation of the organisation of the Championship in accordance with the guidelines of the Organising Committee for the FIFA World Cup™.
- 7.5 The Disciplinary Committee and the Appeal Committee shall have the responsibilities as set forth in the FIFA Disciplinary Code, which shall apply accordingly.
- 7.6 The FIFA Sports Medical Committee shall have the responsibility foreseen therein.
- 7.7 FIFA's may amend its organisation structure at all time at it's own discretion



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in accordance with its statutes.

8. GOVERNMENT GUARANTEES AND COLLABORATION

8.1 The Organising Association shall undertake to obtain the Government Guarantees as set forth in Clause 4 of the List of Requirements from the competent government authorities.

8.2 The Organising Association shall undertake all measures necessary to ensure that the Government Guarantees are valid, operable and enforceable at all times.

8.3 The Organising Association shall undertake all measures necessary to ensure at all times the highest level of infrastructure and administrative support and the collaboration of the local and national government authorities in connection with the Championship.

8.4 The Organising Association shall undertake to obtain in a timely manner all necessary governmental decrees, licenses, permits, grants, orders, decisions and other acts required for the organisation, staging and hosting of the Championship in accordance with this Agreement.

8.5 The Organising Association shall, as necessary, negotiate with, lobby and/or petition the Government on its own behalf, and if directed by FIFA on FIFA's behalf, to ensure the fulfillment of its obligations as set out in this Agreement.

8.6 The Organising Association shall support the FIFA Delegation to the fullest extent in obtaining all necessary governmental decrees, licenses, permits, grants, orders, decisions and other acts.

8.7 The Organising Association shall be reliable for all Government Guarantees and governmental acts, which are not, not in a timely manner or not to the necessary extent obtained. The Organising Association shall indemnify FIFA and defend and hold it harmless against all proceedings, claims and related costs (including professional advisor's fees), which may be incurred or suffered by or threatened by others against FIFA in this relation.



PART C: MATCHES, ACTIVITIES AND OFFICIAL EVENTS

9. GENERAL

9.1 Thirty-two or thirty-six Teams depending on the decision taken by the FIFA Executive Committee in Paris on 28 May 2003 or at a later date, as decided by FIFA, will, in principle, compete in the Championship, which is expected to be staged in the months of June and July 2010. The competition will feature at least 64 matches during a period of 28 to 33 days or more if the FIFA Executive Committee decides to play the Competition with 36 teams.

9.2 The Organising Association shall be responsible for organising, staging and hosting the Matches and the Official Events in the preparatory stage and during the final competition of the Championship in accordance with this Agreement, FIFA's directives and in particular with FIFA's Requirements.

9.2.1 9.3 The Matches and Official Events shall and may only take place on the territory of the Host Country.

9.4 FIFA may at its discretion define other or withdraw existing Official Events.

9.5 All costs related to Matches and Official Events shall be borne by the Organising Association in accordance with the respective Budgets, unless otherwise specified in this Agreement.

9.6 FIFA is the sole owner of any and all rights, including but not limited to Marketing and Broadcast Rights related to Matches, Official Events and any activities connected therewith.

9.7 Third parties other than the Commercial Affiliates and/or the Broadcast Rights Holders may only be involved in the organisation and the staging of the Matches and the Official Events on behalf of the Organising Association. Such third parties must not claim an association with the Championship.

10. MATCHES

10.1 Match Dates, Schedule and Countdown

10.1.1 The Matches are expected to take place during June and July 2010, which dates are subject to the prior approval of the FIFA Organising Committee.

10.1.2 The Organising Association shall propose dates for the opening and final Matches to FIFA for its approval no later than 15 May 2007.

10.1.3 The Organising Association shall propose a complete schedule of matches (including kick-off times) to FIFA no later than 15 May 2007. The Organising Association acknowledge that FIFA will consult the Broadcast Rights Holder in this respect.

10.1.4 The Match Schedule (including kick-off times) will be issued by FIFA after consultation with the Organising Association not later than 31 December 2007.

10.1.5 FIFA will issue the general Match Countdown in accordance with the Match Schedule setting forth the timing of the Match and the activities related thereto by not later than 31 December 2009. The Match Countdown may be adjusted and amended by FIFA in collaboration with the Organisation for each Match if necessary.

10.2 Organisation and Responsibilities

10.2.1 The Organising Association shall be responsible for the staging and the operation of the Matches under the overall management of FIFA, in compliance with the terms of the Agreement, the Laws of the Game, the 2010 Regulations, all applicable FIFA Regulations and FIFA's directives.

10.2.2 FIFA shall issue the organisation structure and the staffing for the Matches defining the official functions and responsibilities not later than 31 March 2010.

11. ACTIVITIES ON THE FIELD OF PLAY, IN THE PITCH AREA AND ON THE STADIUM SCREEN

11.1 FIFA shall decide on all activities on the Field of Play, in the Pitch Area and on the Stadium Screen (other than Matches, the Match and Championship Operation), especially but not limited to the period from the opening to the closing of the Stadium gates.

11.2 Such activities on the Field of Play and in the Pitch Area include but are not limited to Official Events (as regulated under Clause 12 of this Agreement and to the extent such Official Events take part on the Field of Play and/or the Pitch Area), ceremonies, announcements, curtain raiser football matches, parades, commercial activities, highlights of FIFA social humanitarian engagement and entertainment of any kind.




- 11.3 Any such activities on the Field of Play in the Pitch Area and on the Stadium Screen are subject to the prior approval of FIFA. This includes but is not limited to the content and the duration of such activities.
- 11.4 Besides the Matches, the Match and the Championship operation, there shall be a minimum of activities on the Field of Play. Such activities shall be carried out in a way that does not harm the Field of Play. The Organising Association shall take all measures in order to protect the Field of Play and FIFA may issue all relevant directives in this regard.
- 11.5 FIFA shall have the right to cancel all activities, including Official Events and other activities, which have been approved by FIFA, on the Field of Play at its sole discretion and with immediate effect in case the Field of Play may be harmed and/or damaged by its use.
- 11.6 The Organising Association shall be responsible for the organisation and the operation of all such activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen under the overall management of FIFA in accordance with this Agreement and FIFA's directives.
- 11.7 FIFA shall set forth the general rules and detailed timetables of such activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen in collaboration with the Organising Association.
- 11.8 Such activities on the Field of Play, in the Pitch Area and on the Stadium Screen shall at all times be in compliance with the Match Schedule and the Match Countdown and must not harm the operation of the Championship and the Stadium.
- 11.9 The right to carry out such activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen may be granted by FIFA at its discretion as Marketing Rights to Commercial Affiliates.

12. OFFICIAL EVENTS

12.1 General

12.1.1 Official Events are

- organisational and/or social functions in connection and association with the Championship required by FIFA in accordance with this Agreement (as listed up in Clause 12 of this Agreement) or on special request;

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- organisational and/or social functions in connection and association with the Championship the Organising Association stages at its own request with the prior approval of FIFA
 - other occasions of cultural and/or other nature or other Official Events as per Clause 12.11 staged by FIFA and/or the Organising Association (with the prior approval of FIFA) in connection and in association with the Championship;
-
- Ceremonies as set forth in Clause 12.12.

12.1.2 Official Events must support and promote the Championship in the Host Country.

12.1.3 Official Events shall be of the highest level of organisation and entertainment.

12.1.4 Official Events must make reference to the Championship.




12.1.5 Official Events must neither be of political and/or religious nature nor make any active or passive reference to politics and/or religion. The Organising Association shall ensure that no third party abuses an Official Event for commercial, promotional, political and/or religious purpose.

12.1.6 The Organising Association shall be responsible for the organisation and the operation of all Official Events under the overall management or at the directive of FIFA in accordance with this Agreement and FIFA's directives.

12.1.7 For avoidance of doubt, the Organising Association shall only organise Official Events in connection with the Championship and shall neither organise/promote or participate in an event, which conflicts with the interests of the Championship and/or FIFA or which is not organised and staged in connection with the Championship or for the purposes described in this Clause.

12.1.8 The Official Events shall take place in Controlled Access Sites provided by and under the full access and operative control of the Organising Association in collaboration with the competent government authorities and FIFA.

12.1.9 Any commercialisation (including but not limited to exploitation of Broadcast and Marketing Rights, generating of revenue or having any commercial or promotional association) of the Official Events is part of and must be in compliance with the Marketing Annex and is subject to FIFA's prior approval and FIFA's directives.

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12.1.10 To the extent possible, services required in connection with the Official Events shall be rendered by Commercial Affiliates.

12.1.11 The content and the performers of any kind of entertainment must not conflict with the rights granted to the Commercial Affiliates, the Marketing Annex and the Official Music.

12.1.12 To the extent the Broadcast and/or Marketing Rights in connection with the Official Events are not defined in the Marketing Annex and/or exploited, respectively granted for exploitation, those rights belong to FIFA and the Commercial Affiliates and the Broadcast Rights Holders must be given the first opportunity of exploitation.

12.1.13 The Official Events will be able to claim a legitimate association with the Championship, only if they are supported or sponsored by Commercial Affiliates to the exclusion of any other commercial entity. The details of the commercial support for Official Events will be controlled and coordinated by FIFA to ensure that such events will not conflict with or infringe upon the Marketing and/or Broadcast Rights.

12.1.14 For the avoidance of doubt, no other entity, government authority and/or organisation other than FIFA and/or the Organising Association shall have the right to organise Official Events in connection with the Championship.

12.2 Admittance and Invitations

12.2.1 FIFA shall decide on the admittance to organisational and/or social functions in connection with the Championship and on the allocation of invitations and the admittance policy in accordance with the FIFA Protocol, FIFA's contractual obligations in this regard, Accreditation and FIFA's directives.

12.2.2 Tickets may be sold for other occasions of cultural and/or other nature staged by FIFA and/or the Organising Association only with the prior approval of FIFA and in accordance with the Marketing Annex.

12.2.3 A sufficient number of invitations and Tickets for the Official Events shall be reserved and provided by the Organising Association to FIFA at its directive and as set forth in the FIFA Protocol for every Official Event. Such Tickets shall be used by FIFA at its discretion for the FIFA Delegation, the Broadcast Rights Holders and the Commercial Affiliates in accordance with the FIFA Protocol and FIFA's relevant contractual obligations.

12.2.4 FIFA shall notify the Organising Association about its contractual obligations with regard to Tickets for Official Events in a timely manner.

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12.2.5 The Organising Association shall be responsible for the announcement, promotion, printing and delivery of invitations, Tickets and other printed material for Official Events subject to FIFA's prior approval and FIFA's directives.

12.3 Procedure

12.3.1 FIFA sets forth the overall plan of the Official Events in accordance with the procedure described herein.

12.3.2 Unless otherwise specified in this Agreement, all Official Events require FIFA's prior approval in accordance with Clause 12 of this Agreement and Clause 17 of the List Of Requirements and other directives set forth by FIFA.

12.3.3 By not later than 31 May 2008 (with the exception of the Preliminary Draw) the Organising Association shall submit to FIFA for its approval a comprehensive plan of the Official Events, which the Organising Association is obligated to organise according to this Agreement as well as the Official Events it would like to organise and/or associate with the Championship.

12.3.4 This plan shall contain the date, the location, the time, the title and the summarised content of each Official Event.

12.3.5 FIFA shall review the plan and approve/disapprove it fully, partially or under conditions and/or amend at its sole discretion in a timely manner. Any approval is limited to the content of the plan and not of the concept and the details of the Official Events therein.

12.3.6 Any amendment to the plan by the Organising Association is subject to FIFA's prior approval in accordance with the procedure set forth in this Clause.

12.3.7 After the approval of the plan, the Organising Association shall, not later than one (1) year before the respective Official Event, unless otherwise specified in this Agreement, submit a detailed concept of each Official Event to FIFA for the Official Event approval.

12.3.8 This concept shall contain, but is not limited to, accreditation, admission, accommodation, commercialisation, content, date and time, decoration, entertainment elements, exploitation of Broadcast and Marketing Rights, food and beverage, implementation of Broadcast and Marketing Rights, infrastructure and IT requirements, involved third parties, location, Media and Media services, number of spectators, Official Event budget, Official Event duration, organisation structure, use of Marks, parking, performances,

performers, production and delivery of printed material, promotion and advertising, protocol, revenues, security, speakers, Ticketing, timetable, title and transportation.

12.3.9 For the avoidance of doubt, the provision set forth in this Agreement for Ticketing shall apply for the staging and hosting of Official Events to the extent possible.

12.3.10 FIFA shall review the concept and approve/disapprove it fully, partially or under conditions and/or amend at its sole discretion in a timely manner.

12.3.11 Any amendment to an Official Event concept is subject to FIFA's prior approval.

12.3.12 FIFA reserves the rights to issue specific directives for Official Events at all times.

12.4 Preliminary Draw

12.4.1 The draw for the preliminary competition of the Championship is tentatively scheduled for December 2007.

12.4.2 All seeding and the drawing of groups shall be solely the responsibility of FIFA.

12.4.3 On or before 30 November 2006, the Organising Association shall submit to FIFA proposals (including alternative locations) for the location of the Preliminary Draw. FIFA shall determine especially the location for the Preliminary Draw based on such proposals in a timely manner. By the same deadline, the Organising Association shall present to FIFA the detailed preliminary draw concept along the lines set forth in Clause 12.3.7. The concept shall provide especially highly detailed plans on (a) a conceptive plan for the draw ceremony (including design and decoration of the stage and the location), (b) representation of the Commercial Affiliates on stage and within the location, (d) transport and accommodation (including proposals for the FIFA headquarters, hotels and Media hotels, rights holder hotel), (e) translation services, (f) entertainment (g) media activities, services and infrastructure, (h) meals etc. and (i) a budget to be approved by FIFA.

12.4.4 The Organising Association shall be especially responsible for the following items:

- (a) renting and decorating the facility at which the Preliminary Draw is to be staged,

- (b) hosting at its expense one formal dinner for all participants of the Preliminary Draw (to include entertainment),
- (c) providing domestic (air and ground) transportation between the airport(s), the hotels at which the Preliminary Draw participants are staying, the Preliminary Draw location and all other locations used in connection with the Preliminary Draw,
- (d) staffing the airport(s), the Preliminary Draw location and the hotels with host/hostesses, welcome desks, etc.,
- (e) providing the necessary infrastructure,
- (f) providing simultaneous translation services (through translation companies approved by FIFA),
- (g) providing the necessary space and infrastructure for the Commercial Affiliates, Broadcast Rights Holders and the Media representatives; the services and facilities to be provided by the Organising Association for the Broadcast Rights Holders are set out in the 2010 Technical Annex,
- (h) organising sufficient and appropriate accommodation, function space for the FIFA Delegation, the delegates of the National Associations, Media, the Commercial Affiliates and the Broadcast Rights Holders,
- (i) providing fully equipped and sufficient office spaces for FIFA according to the instructions given by FIFA,
- (j) security and accreditation plan.

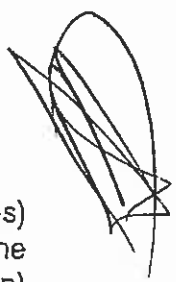



12.4.5 FIFA will issue detailed guidelines and directives regarding the requirements and the programme of the Preliminary Draw by not later than 31 May 2007.

12.4.6 FIFA shall bear the costs for:

- (a) simultaneous translation of its meetings
- (b) international travel of its delegation, Accommodation (excluding offices) and breakfast costs for the FIFA Delegation (except delegations of the National Associations which may attend at their own costs and election) attending the Preliminary Draw.

12.4.7 The Organising Association shall pay all other costs associated with the Preliminary Draw.

12.4.8 The services and facilities to be provided by the Organising Association at the Preliminary Draw for the Broadcast Rights Holders are set out in the 2010 Technical Annex.

12.5 Final Draw

12.5.1 The draw for the final competition of the Championship is tentatively scheduled for December 2009.

12.5.2 The provisions for the Preliminary Draw as set forth in Clause 12.4 shall apply on the Final Draw unless specified otherwise in this Clause.

12.5.3 On or before 30 November 2008, the Organising Association shall submit to FIFA proposals (including alternative locations) for the location and the concept of the Final Draw with the same details as specified in Clause 12.4 (especially Clauses 12.4.3 / 12.4.4).

12.5.4 FIFA will issue detailed guidelines and directives regarding the requirements and the programme of the Final Draw by not later than 31 May 2009.

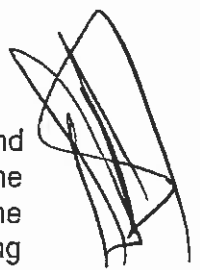
12.5.5 The Organising Association shall establish a "team-travel-coordination-centre" (including meeting space, travel-booking-facilities, transportation services and exhibition space to show/promote the Venues, possible Team headquarters, training sites, and Venue specific Team Hotels) in order to organise any site inspection for the Teams to possible Team headquarters and the training sites to be chosen by the teams as well as the Venues where the Teams are playing. Such a Team-travel-coordination-centre shall be operated by the Organising Association and open two (2) days before the Final Draw till one (1) day after the team seminar. All costs related to the team-travel-coordination-centre shall be borne by the Organising Association. The costs for travel and Accommodation during the Venue tours/inspections done by the Participating National Associations after the Final Draw shall be borne by the respective Participating National Association.

12.5.6 The allocation of costs of the Preliminary Draw is also valid for the Final Draw.

12.6 Seminar for the Finalist Teams

12.6.1 The Organising Association shall organise, stage and host a seminar lasting one or two days in the days immediately following the Final Draw which shall be attended by the Participating National Associations that have qualified for the final competition. This seminar shall give the representatives of the associations taking part in the final competition a comprehensive insight into FIFA's and the Organising Association's arrangements for the Championship, and shall focus on general organisational matters and especially on the period between the Final Draw and workshop.

- 12.6.2 The provision for the Preliminary Draw as set forth in 12.4 shall apply on this seminar unless specified otherwise in this Clause.
- 12.6.3 This seminar shall be held in a congress centre or a hotel with adequate meeting rooms.
- 12.6.4 On or before 30 November 2008, the Organising Association shall submit to FIFA proposals (including alternative locations (same or close to the location used for the Final Draw, e.g. FIFA headquarters hotel or Final Draw location) for the location and the concept of the seminar with the same details as specified in Clause 12.4. FIFA shall determine the location for this seminar based on such proposals in a timely manner.
- 12.6.5 FIFA will provide the Organising Association with detailed guidelines and directives regarding the requirements and the programme by not later than 30 June 2009.
- 12.6.6 FIFA shall bear the costs for:
 - (a) simultaneous translation;
 - (b) international travel, Accommodation and breakfast costs for the FIFA Delegation (except team delegations which may attend at their own costs and election) attending the seminar.
- 12.6.7 The Organising Association shall pay all other costs associated with the organisation of this seminar.
- 12.7 Workshop for the Finalist Teams**
 - 12.7.1 A workshop lasting several days is scheduled for February / March 2010 and will be attended by the delegations of the Teams that have qualified for the final competition. The workshop shall give the representatives of the associations a comprehensive insight into FIFA's and the Organising Association's arrangements for the Championship.
 - 12.7.2 This workshop shall be held in a congress centre or a hotel with adequate meeting rooms.
 - 12.7.3 On or before 15 February 2004, the Organising Association shall submit to FIFA proposals (including alternative locations) for the location of this workshop. FIFA shall determine especially the location for this workshop




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based on such proposals in a timely manner.

- 12.7.4 By the same deadline, the Organising Association shall present to FIFA the detailed workshop concept along the lines set forth in Clauses 12.3.7 and 12.4 (especially Clauses 12.4.3 / 12.4.4).
- 12.7.5 FIFA will provide the Organising Association with detailed guidelines and directives regarding the requirements and the programme of this workshop by not later than 30 September 2009.
- 12.7.6 The Organising Association shall be especially responsible for the following items:
 - (a) renting and decorating the facility at which the workshop is to be staged;
 - (b) hosting at its expense one formal dinner for all participants of the workshop (to include entertainment);
 - (c) organising one formal dinner at the expense of FIFA for all participants of the workshop based on the directives given by FIFA;
 - (d) providing (air and ground) transportation between the airport(s), the hotels at which the FIFA Delegation and the workshop participants are staying, the workshop location and all other locations used in connection with the workshop;
 - (e) staffing the airport(s), the workshop location and the hotels with host/hostesses, welcome desks, etc.;
 - (f) providing the necessary infrastructure;
 - (g) providing simultaneous translation services (through translation companies approved by FIFA);
 - (h) providing the necessary space and infrastructure for the Commercial Affiliates, the Broadcast Rights Holders and the Media representatives; the services and facilities to be provided by the Organising Association for the Broadcast Rights Holders are set out in the 2010 Technical Annex;
 - (i) organising sufficient and appropriate accommodation, function space for the FIFA Delegation, the team delegations, media, the Commercial Affiliates and the participants of the workshop;
 - (j) sufficient office spaces for FIFA according to the instructions given by FIFA;
 - (k) security and accreditation plan.
- 12.7.7 The Organising Association shall establish a "team-travel-coordination-centre" (including meeting space, travel-booking-facilities, transportation



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services and exhibition space to show/promote the Venues, possible team Headquarters, training sites, and Venue specific team hotels) in order to organise any site inspection for the teams to possible Team Headquarters and the training sites to be chosen by the Teams as well as the Venues where the Teams are playing. Such a Team-travel-coordination-centre shall be operated by the Organising Association and open one (1) day before the Workshop till one (1) day after the team seminar. All costs related to the Team-travel-coordination-centre shall be borne by the Organising Association. The costs for travel and Accommodation during the Venue tours/inspections done by the Participating National Associations after the Workshop shall be borne by the respective Participating National Association.

12.7.8 FIFA shall bear the costs for:

- (a) simultaneous translation;
- (b) travel, Accommodation and breakfast costs for the FIFA Delegation attending the workshop;
- (c) Accommodation and breakfast costs for the team delegations (number to be decided by FIFA). Costs for international travel to the airport of the workshop Venues as well as any costs for additional numbers of the Team delegations have to be covered by the respective team.

12.7.9 The Organising Association shall pay all other costs associated with the workshop.

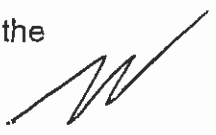
12.8 Referees' Workshop

12.8.1 A preparatory workshop lasting several days is scheduled for March 2010 and will be attended by the referees and assistant referees appointed for the final competition.

12.8.2 This workshop shall be held in a congress centre or a hotel with adequate meeting rooms.

12.8.3 On or before 15 February 2009, the Organising Association shall submit to FIFA proposals (including alternative locations) for the location of this workshop. FIFA shall determine especially the location for this workshop based on such proposals in a timely manner.

12.8.4 By the same deadline, the Organising Association shall present to FIFA the detailed workshop concept along the lines set forth in Clause 12.3.7.



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12.8.5 FIFA will provide the Organising Association with guidelines and directives regarding this workshop by not later than 30 September 2009.

12.8.6 The Organising Association shall be especially responsible for the following items:

- (a) renting and decorating the facility at which the workshop is to be staged;
- (b) ~~hosting at its expense one formal dinner for all participants of the workshop (to include entertainment);~~
- (c) providing domestic air and ground transportation between the airport(s), the hotels at which the FIFA Delegation and the workshop participants are staying, the workshop location and all other locations used in connection with the workshop;
- (d) staffing the workshop location and the hotels with host/hostesses, welcome desks, etc.;
- (e) providing the necessary infrastructure;
- (f) providing simultaneous translation services (through translation companies approved by FIFA),
- (g) providing the necessary space and infrastructure for the Commercial Affiliates, Broadcast Rights Holders and the Media representatives; the services and facilities to be provided by the Organising Association for the Broadcast Rights Holders are set out in the 2010 Technical Annex;
- (h) organising sufficient and appropriate Accommodation, function space and office facilities for the FIFA Delegation and the participants of the workshop;
- (i) Security and Accreditation Plans.

12.8.7 FIFA shall reimburse the Organising Association all costs associated with the staging and organisation of the Referees' Workshop and the costs for the members of the FIFA Delegation attending the Referees' Workshop, except the official dinner to be paid by the Organising Association.

12.9 FIFA Congress

12.9.1 It is customary to hold a FIFA congress in accordance with FIFA's statutes, followed by an official dinner, in the week prior to the opening Match.

12.9.2 Representatives from all of the FIFA member national associations (and Confederations' delegates, FIFA guests, FIFA staff members) shall attend the opening Match. The Organising Association shall reserve and provide





sufficient Tickets for this purpose.

12.9.3 FIFA will provide the Organising Association with guidelines and directives regarding this congress by not later than 31 July 2008.

12.9.4 This congress shall be held in a congress centre or a hotel with adequate meeting rooms.



12.9.5 On or before 31 December 2008, the Organising Association shall submit to FIFA proposals (including alternative locations) for the location of this congress. FIFA shall have the final say on all locations related to the Congress; FIFA shall determine especially the location for this congress based on such proposals in a timely manner.

12.9.6 By the same deadline, the Organising Association shall present to FIFA the detailed congress concept along the lines set forth in Clause 12.3.7.

12.9.7 The Organising Association shall be especially responsible and bear the costs for the following items:

- (a) renting the following facilities:
 - aa. facilities for the Opening Ceremony and the Congress (both can take place at the same location depending on FIFA final decision);
 - ab. all the other Congress related facilities (Congress lobby, meeting rooms, media centre, FIFA Congress offices);
- (b) decorating all the Congress related locations according to the FIFA list of requirements and guidelines;
- (c) setting up the technical infrastructure for all the Congress related events according to the FIFA list of requirements and guidelines;
- (d) organising the entertainment concept for the Opening Ceremony in close co-operation with FIFA;
- (e) hosting at its expense one formal dinner for all participants of the congress (to include entertainment);
- (f) hosting the Congress lunch;
- (g) providing domestic air transportation and ground transportation for all the participants in the Congress between the airport(s), the hotels at which the FIFA Delegation and the congress participants are staying, the congress location and all other locations used in connection with the congress;
- (h) staffing the airport(s), the congress location and the hotels with host/hostesses, welcome desks, etc.:





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- (i) providing simultaneous translation services (technical infrastructure) for all the events related to the Congress through translation companies approved by FIFA;
- (j) providing the necessary space and infrastructure for the Commercial Affiliates, Broadcast Rights Holders and the Media representatives; the services and facilities to be provided by the Organising Association for the Broadcast Rights Holders are set out in the 2010 Technical Annex;
- (k) organising sufficient and appropriate Accommodation, function space and office facilities for the FIFA Delegation and the participants of the congress;
- (l) ensuring security according to the FIFA list of requirements and guidelines ;
- (m) assessing the firms responsible for the organisation of all Congress related events (decoration, technical infrastructure, entertainment, transportation) in close co-operation with FIFA;
- (n) providing FIFA with all the necessary information concerning all the Congress related events (concepts, assessments, budgets, tenders) in due time.

12.9.8 FIFA shall bear the costs for:

- (a) simultaneous translation (interpreters);
- (b) travel, accommodation and breakfast costs for the FIFA Delegation (including the official delegates of the National Associations attending the congress) attending the congress.

12.10 FIFA Banquet

12.10.1 It is customary to hold a FIFA banquet in the week prior to opening match at the occasion of the FIFA Congress (Clause 12.9.7 (e)).

12.10.2 FIFA will provide the Organising Association with guidelines and directives regarding this FIFA banquet by not later than 31 December 2008.

12.10.3 This FIFA banquet shall be held in an adequate location.

12.10.4 On or before 31 July 2009, the Organising Association shall submit to FIFA proposals (including alternative locations) for the location of this FIFA banquet. FIFA shall determine especially the location for this FIFA banquet based on such proposals in a timely manner.

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12.10.5 By the same deadline, the Organising Association shall present to FIFA the detailed FIFA Banquet concept along the lines set forth in Clause 12.3.7.

12.10.6 The Organising Association shall be especially responsible for the following items:

- (a) renting and decorating the facility at which the FIFA banquet is to be staged,
- (b) providing ground transportation between the airport(s), the hotels at which the FIFA Delegation and the FIFA banquet participants are staying, the FIFA banquet location and all other locations used in connection with the FIFA banquet,
- (c) provide entertainment,
- (d) staffing the FIFA banquet location with host/hostesses, welcome desks, etc.,
- (e) security and accreditation plan.

12.11 Other Official Events

12.11.1 Other Official Events shall mean all other occasions of cultural and/or other nature staged by FIFA and/or the Organising Association (with the prior approval) in association with the Championship according to Clause 17.11 of the List of Requirements, including, but not limited to Cultural Events.

12.11.2 All official press conferences related to the Championship before, during and after the Championship held by the Organising Association are regarded as Official Events.

12.11.3 All official launch and/or announcement ceremonies held by FIFA and/or the Organising Association such as but not limited to the Mascot launch, the Emblem launch etc. are regarded as Events.

12.11.4 By not later than six (6) months before the Official Event, the Organising Association shall present to FIFA the detailed concept of the other Official Events with the exception of the Cultural Events along the lines set forth in Clause 12.3.7.

12.11.5 FIFA shall provide the Organising Association with guidelines and directives regarding the other Official Events by not later than three (3) months before the Official Event.

12.11.6 At least one (1) year prior to the first Match, the Organising Association shall

submit to FIFA for its approval a plan for cultural and other entertainment events, which the Organising Association would like to organise and/or associate with the Championship.

12.12 Ceremonies

12.12.1 The Organising Association shall organise and stage the Opening Ceremony, the Award Ceremony, and the Closing Ceremony under the overall management of FIFA and in accordance with this agreement and FIFA's directives.

12.12.2 The ceremonies are regarded as Official Events and especially Clauses 11 and 12 shall apply on the organisation and staging.

12.12.3 The Opening Ceremony shall take place immediately prior to the opening match of the Championship.

12.12.4 At the end of the final Match, there shall be the Award Ceremony followed by a short closing ceremony. The principal element of the Award Ceremony will be the presentation of the Championship Trophy (Annex 12.12.4) and medals. It is customary for this to be followed by a short Closing Ceremony as a fitting climax; organised jointly by the Organising Association and the host national association of the subsequent Championship.

12.12.5 At least one (1) year prior to the first Match, the Organising Association shall submit to FIFA for its approval a detailed plan for the Opening Ceremony, Award Ceremony, Closing Ceremony and any other ceremonies to be conducted at the Championship.

12.12.6 Other ceremonies may only be staged with FIFA's prior approval.

12.13 Test Tournament

12.13.1 The Organising Association may organise a Test Tournament before the Championship in order to evaluate the status of the preparations and to test parts of the established organisational structure and planning.

12.13.2 FIFA may require the Organising Association to organise a FIFA event as a Test Tournament.

12.13.3 The Test Tournament shall be organised in accordance with the provisions of this Agreement, which shall apply accordingly.

12.13.4 The Test Tournament shall take place at a time, which is early enough to allow FIFA and the Organising Association to implement the necessary improvements and modifications. It shall preferably be staged at the time of the year in which the Championship is planned to take place and around 1 (one) year before the Championship.

12.13.5 The Parties shall enter into an agreement drafted by FIFA along the lines of this Agreement.



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PART D: CHAMPIONSHIP INFRASTRUCTURE

13. CONTROLLED ACCESS SITES

13.1 Definition

13.1.1 All Matches, activities and Official Events of the Championship shall take place at Controlled Access Sites to which access and/or admission is regulated by FIFA and/or the Organising Association. The Controlled Access Sites shall include the fences and the aerial space above and the perimeter of the respective location.

13.1.2 FIFA shall define in collaboration with the Organising Association and the respective authorities the locations, the respective areas and perimeters that are Controlled Access Sites.

13.1.3 For the avoidance of doubt, Stadiums, Official Training Sites, the Main Media Centre, the International Broadcast Centre, Stadium Press Centres, Official Hotels for the FIFA Delegation and the Teams, the areas and locations of the Official Events and other areas defined by FIFA and/or the Organising Association are Controlled Access Sites.

13.1.4 For the avoidance of doubts, Official Events can only take place at Controlled Access Sites.

13.2 General Rules

13.2.1 Unless otherwise defined in this Agreement or agreed with FIFA, the Organising Association shall ensure that the Controlled Access Sites be available for use free and clear from any and all advertising, brand identification and commercial activity in any form not directed or approved by FIFA no less than ten (10) working days prior to the day of the first use or of the respective Controlled Access Site and until twenty-four (24) hours after the day of the last use.



13.2.2 The requirements set forth in this Agreement, particularly in the Marketing Annex, regarding Controlled Access Sites being free of advertising include, without limitation, that there shall be no advertising, signage or other commercial indicators on any stands, scoreboards, seats, seatbacks, time clocks, staff uniforms, accreditations, fences or elsewhere inside, surrounding, or in the airspace above the Controlled Access Sites other than that installed by or approved in writing by FIFA.



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13.2.3 In the case of Team Hotels only, advertising relating to any commercial relationships between the team of a participating National Association and any official sponsor of the Team and any commercial relationship between the Team and the Team Hotel is allowed.

14. STADIUMS

14.1 Provision of Stadiums

14.1.1 Eight (8) to twelve (12) Stadiums, all complying with FIFA's requirements, will be needed to stage the Championship.

14.1.2 The Organising Association shall contract for and provide FIFA with Stadiums of highest technical, infrastructure and construction level, all complying with FIFA's technical, security and other requirements set forth in the List of Requirements, this Agreement, the respective applicable FIFA Regulations and with FIFA's directives.

14.1.3 The Stadiums must meet the requirements for Stadiums as set forth in this Agreement, the List of Requirements (especially Clauses 10 and 11) and especially in the "Technical Recommendations and Requirements for the Construction or Modernisation of Football Stadiums" to be issued by FIFA as Annex 14.1.3 and in the 2010 Technical Annex. FIFA may at all time issue further directives regarding Stadiums necessary for the successful staging and hosting of the Championship.

14.1.4 The Organising Association shall submit the final selection of Stadiums to be used for Matches of the Championship to FIFA by not later than 15 January 2007. FIFA shall determine the Stadiums by 30 April 2007.

14.1.5 The Organising Association shall complete and provide FIFA the "Technical Description of the Stadium" of all existing Stadiums as per Annex 14.1.5 as part of the bidding documents. Any and all amendments thereto shall immediately be communicated to FIFA in writing.

14.1.6 If there are no or not sufficient Stadiums that conform with FIFA's requirements, or if any existing Stadiums need substantial renovation, any plans for the construction of new Stadiums or the renovation of existing ones shall be submitted to FIFA with the accompanying financial guarantees, detailing the various stages and the final date for completion of the construction together with the bidding documents.

14.1.7 FIFA shall have the right to carry out Stadium inspections at its sole discretion and issue directives based thereon. The Organising Association

shall organise such Stadium inspections at the directive of FIFA and ensure the collaboration of the entities controlling the Stadiums and the involved government authorities.

14.1.8 FIFA reserves at all times the right to reject the selection of a Stadium in case of non-compliance with FIFA's requirements as well as to issue new directives with regard to Stadiums.

~~14.1.9~~ The ~~Organising Association~~ shall ensure with the entities controlling the Stadium and the competent local and national government authorities, by entering in respective agreements and by obtaining the respective rights, that the Stadiums are under the full control of the FIFA and may be operated as set forth in this Agreement and in accordance with this Agreement and the FIFA Regulations and directives.

14.1.10 The Organising Association shall obtain written waivers from existing contracts binding the entities controlling the Stadiums in any way which may conflict with the use of the Stadium for the Championship, including but not limited to sponsoring, food and beverage as well as other concessions, hospitality and long term ticket-holders as outlined in the Stadium Agreement Cover.

14.1.11 All costs for the provision and the use of the Stadium and the Stadium infrastructure shall be borne by the Organising association. The FIFA Delegation, the FIFA Broadcast Partner and the Commercial Affiliates shall have the right to use the Stadium and the Stadium infrastructure as described in Clause 14.1.9 free of charge. Other Broadcast Rights Holders, including the Host Broadcaster may be charged for the use of utilities such as power, gas and water.

14.1.12 Unless specified or directed by FIFA otherwise, the Stadiums shall be made available for use for the Championship as of ten working days before the first use of the Stadium in connection with the Championship until three (3) days after the last use in connection with the Championship. The Organising Association shall submit a respective schedule to FIFA for approval by not later than 31 December 2007.

14.2 Stadium Agreement Cover

14.2.1 The Organising Association and the entities controlling the Stadiums must enter into the Stadium Agreement Cover and the Stadium Agreement in accordance with Annex 14.2.1 with respect to each Stadium until execution of this Agreement.

- 14.2.2 All signed Stadium Agreement Covers shall be provided to FIFA as part of the bidding documents.
- 14.2.3 The Stadium Agreement Cover shall not be terminated or amended by the Organising Association and/or the Stadium authority without the prior written consent of FIFA.
- 14.2.4 Claims for damages against FIFA are expressly to be excluded in the Stadium Agreement Cover.
- 14.2.5 The Stadium Agreement shall ensure the provision and the use of each Stadium as set forth in this Agreement.
- 14.2.6 The Organising Association will enter into a detailed Stadium Agreement with the Stadium authorities at least two (2) years before the first Match of the Championship.
- 14.2.7 The Organising Association shall submit the Stadium Agreement for approval to FIFA by 31 December 2007 at the latest.
- 14.2.8 All signed Stadium Agreements shall be provided to FIFA immediately after execution. The Stadium agreements shall be attached to this Agreement as per Annex 14.2.8.

14.3 Stadium Definition

- 14.3.1 Each Stadium comprises the Stadium Building and the Stadium Perimeter.
- 14.3.2 The Stadium Building comprises the Field of Play, the Pitch Area, the Stands and the physical Stadium buildings.
- 14.3.3 The Field of Play shall be the pitch on which the Match takes place as defined in the FIFA's Laws of the Game.
- 14.3.4 The Pitch Area shall be the Field of Play and the adjacent area up to the demarcation of the Stands.
- 14.3.5 The Stands shall be the seating area for the spectators.
- 14.3.6 The Stadium Perimeter shall be the area directly adjacent to the Stadium Building under the full access and operative control of the Organising Association in collaboration with the competent government authorities and FIFA. The Stadium Perimeter shall contain enough space to allow the

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security requirements to be implemented as well as for the Championship and Stadium operation, the broadcast compound, parking as set forth in Clause 16, access, protocol, storage, entertainment, hospitality, selling of food, beverage and other products and all activities of FIFA, the Organising Association, the Commercial Affiliates and the Broadcast Rights Holders in connection with the Championship.

14.3.7 Parking spaces being used for the Championship, which are not directly adjacent to the Stadium Building shall nevertheless be part of the Stadium Perimeter. The Organising Association shall ensure the respective rights in accordance with this Agreement, especially with Clause 13.

14.3.8 To the extent the Stadium Perimeter is fenced, the inside and the outside of the fences shall be part of the Stadium Perimeter.

14.4 Stadium Plans

14.4.1 The Organising Association shall provide FIFA, with the detailed plans of all Stadiums as part of the bidding documents by 15 January 2007, 15 January 2008, 15 January 2009, 15 January 2010 or by the request of FIFA, including the

- (a) Stadium Building (including the planned use of rooms and hallways)
- (b) Stadium Perimeter
- (c) Stadium Access (from the exit of public transportation and the spectators parking not directly adjacent to the Stadium Building)
- (d) Camera Positions

14.4.2 The seating in the Stands and the Boxes is subject to specific seating maps as set forth in Clause 25.3.1.

14.4.3 The Stadium Plans shall be provided in electronic form and hard copy.

14.4.4 The Stadium Plans are subject to FIFA's approval.

14.4.5 Any modifications to the Stadium Plans must be immediately notified to FIFA.


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14.5 Stadium Capacity/Seating

14.5.1 The Stadiums shall have the following spectator capacity:

- (a) for group matches in the first round (except the opening Match), the round of 16 and quarter-finals (excluding Media and VIPs) min. 40,000;
- (b) for the opening Match, semi-finals and finals (excluding Media and VIPs) min. 60,000.

14.5.2 The Stadium shall provide seats for every spectator implementing the requisite safety standards. Each spectator shall be allotted an individual, numbered seat with a backrest at least 30 cm high. All the seats should preferably be under cover.

14.5.3 The Tribune d'Honneur and the work positions for the Media must be under cover. The first row for spectators shall, in principle, be 2.5 m above pitch level.

14.5.4 The Organising Association shall define each seat in each Stadium and allocate a number to it in accordance with the seating structure in the respective Stadium and the respective FIFA Regulations.

14.5.5 As soon as the data is available or by 15 October 2009 at the latest, the Organising Association shall provide FIFA with the seating plan (in electronic form and hard copy) of each Stadium, indicating

- (a) each seat by position and number
- (b) the Tribune d'Honneur
- (c) the Boxes
- (d) the seat categories
- (e) the blocks within the categories
- (f) the Media tribune
- (g) seats with an obstructed view

14.5.6 Seats with an obstructed view shall also be located, marked and allocated a number.



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14.5.7 Boxes shall be isolated rooms and/or areas containing a defined number of seats and potentially other infrastructure. Seats in Boxes shall be defined and allocated as individual seats, to be allocated and or sold together with all the seats in respective Box.

14.6 Pitch Area

14.6.1 Each Stadium shall have a Field of Play of the highest international standard, measuring at least 105 x 68 m. The Field of Play needs to be cut in all Stadiums of the Championship in the same way, according to FIFA's guidelines and subject to FIFA's approval of the "lay out" of the grass cut by 31 January 2010.

14.6.2 Each Pitch Area shall have space between the field of play and the edge of the Stands measuring at least 7.5 m in width behind each goal and at least 6m in width along the touchlines for the following reasons:

- (a) players' protection;
- (b) Match operation and Activities on the Field of Play;
- (c) benches accommodating the substitutes and officials;
- (d) to allow adequate space for the advertising boards and operation of the Commercial Affiliates and the Commercial Programme;
- (e) to allow enough space for the television cameras and the operation of the Host Broadcaster;
- (f) photographers;
- (g) security.

14.6.3 Covered benches shall be provided above ground level along the touchlines for:

- (a) the substitutes, technicians and officials in each team (to accommodate at least 25 people)
- (b) the officials supervising the match (four people).
- (c) All benches used in the Stadiums of the Championship shall be identical and are to be approved by FIFA.

14.6.4 None of the Stadiums used for the Championship may have fences between the spectators and the field of play (or not higher than 1.50 metres).

14.6.5 In the interest of the players and Match officials, the Organising Association shall ensure that each of the Stadiums has unimpeded access to the pitch.



14.7 Stadium Building

14.7.1 The provision of the Stadium includes the provision of sufficient space and a sufficient number of rooms and facilities of sufficient size within the Stadium Building necessary for the operation of the Championship (including the requirements of Clauses 10 and 11 of the List of Requirements), including but not limited to Matches and the activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen, the operation of the Stadium, the access to the Stadium (as set forth in Part G, Security as set forth in Part F, the operation of the Broadcast Rights Holders, the Commercial Affiliates and the Commercial Programme, Protocol and Hospitality as set forth in the Agreement and at the directives of FIFA for the FIFA Delegation, the Organising Association, the Broadcast Right Holders, the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services.

14.7.2 FIFA shall issue directives regarding the number, size and the location of the rooms required and shall coordinate the room requirements of the FIFA Delegation, the Broadcast Right Holders, the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services in accordance with this Agreement and especially the 2010 Technical Annex. FIFA shall provide the Organising Association with the respective directives in a timely manner before the submission of the allocation according to Clause 14.7.3.

14.7.3 The Organising Association shall submit the allocation of the rooms of each Stadium based on the Stadium Plans and FIFA's directives within the Stadium Building to FIFA for approval by not later than two (2) years prior to the first match.

14.7.4 The Organising Association shall provide sufficient furniture and other infrastructure (including telephones, fax machines, other telecommunication infrastructure, cables and connections), and supplies for the rooms in the Stadium Building as required for the specific function of each room and at the directives of FIFA. This shall be free of charge for the FIFA Delegation, FIFA's Broadcast Partner and FIFA's Marketing Partner while all other parties may be charged at the lowest market rates.

14.7.5 Within the room allocation, the following technical and administrative rooms shall especially made available to FIFA in each Stadium, for the entire duration of the final competition:

- (a) 2 to 4 dressing rooms with toilets, showers and modern infrastructure for the teams and direct, covered access to the pitch
- (b) 1 room for the team technicians

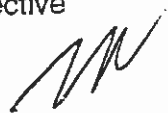
- (c) 1 room for kit managers
- (d) 2 dressing rooms with toilets, showers and modern infrastructure for the match officials and direct, covered access to the pitch
- (e) 6 offices near the team dressing rooms reserved exclusively for FIFA, with unimpeded and direct access to the pitch and equipped with telephones, telefax machines (with direct external lines) communication lines and a photocopying machine, and situated close to the teams' and match officials' dressing rooms and the pitch
- (f) a meeting room for 30 people
- (g) a storage room in the immediate vicinity of the pitch
- (h) 1 office near the FIFA offices for the FIFA Marketing Partner
- (i) 1 office on ground level for the FIFA Marketing Partner
- (j) 1 Office near the FIFA offices for the FIFA Broadcast Partner
- (k) 4 large rooms near the technical and administrative rooms
- (l) sufficient storage and other office space to enable the Commercial Affiliates to carry out their on-site operations and activities
- (m) 3 rooms located near the team's dressing rooms to serve as post-match interview room as stipulated in Clause 11.1.6 of the List of Requirements.

14.7.6 The following facilities shall be provided close to the players' dressing rooms in each Stadium:

- (a) a working room for the doping test officials (with refrigerator, table and chairs and adjacent toilets and showers)
- (b) a waiting room adjacent to the above room for at least 8 people (with television set).

14.8 Stadium Perimeter

14.8.1 The provision of the Stadium includes the provision of a sufficient Stadium Perimeter of sufficient size and free of charge necessary for the operation of the Championship, including but not limited to Matches and the activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen, the operation of the Stadium, the access to the Stadium (as set forth in Part G, Security as set forth in Part F, the operation of the Broadcast Rights Holders, the Commercial Affiliates Protocol, Parking and Hospitality as set forth in the Agreement and at the directives of FIFA for the FIFA Delegation, the Organising Association, the Broadcast Right Holders, the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services.



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14.8.2 FIFA shall issue directives regarding the size and the location of the space requirements required and shall coordinate the space requirements of the FIFA Delegation, the Broadcast Right Holders, the Commercial Affiliates, the Media and other third parties holding respective rights or rendering respective services in accordance with this Agreement and especially the 2010 Technical Annex. FIFA shall provide the Organising Association with the respective information in a timely manner before the submission of the allocation according to Clause 14.8.3.

14.8.3 The Organising Association shall submit the space allocation within the Stadium Perimeter of each Stadium based on the Stadium Plans and FIFA's directives within the Stadium Perimeter to FIFA for approval by not later than 31 December 2007.

14.8.4 For the avoidance of doubt, official parking spaces shall be part of the Stadium Perimeter.

14.9 Stadium Infrastructure

14.9.1 The provision of the Stadiums shall at any time include the provision of the complete infrastructure, such as but not limited to utilities (power, light electrical lines, hot and cold water, gas, heating, cooling, air condition etc.), cables, communication infrastructure (including but not limited to telecommunication infrastructure) and all hardware, equipment, supplies, facilities and constructions necessary for the operation of the Championship at the location where they are needed within the Stadium Building and the Stadium Perimeter as described in this Agreement or at the directive of FIFA.

14.9.2 For the avoidance of doubt, the complete infrastructure, necessary for the operation of the event shall be made available by the Organising Association at the locations where they are needed by all involved parties (including but not limited to the FIFA Delegation, the Organising Committee, the Media, the Broadcast Rights Holders, the Commercial Affiliates, other rights holders or service providers).

14.9.3 The Stadium infrastructure shall at all times meet with all requirements for the staging and hosting of the Championship as well as with all requirements for the implementation of the respective Marketing (including Hospitality) and Broadcast Rights by the Broadcast Rights Holders and Commercial Affiliates.

14.9.4 Each Stadium shall have one main set of floodlights ensuring adequate lighting for television purposes (min. 1500 lux), a loudspeaker system (inside and outside the Stadium), as well as an emergency power supply, electronic scoreboards and equipment for sound transmission of the highest level.

14.9.5 The power level for the power supply, as well as the emergency power supply as set out in the List of Requirements shall be sufficient to provide lighting and power for the live worldwide broadcast of the Matches and all Official Events as set out in the 2010 Technical Annex.

14.10 Operation of Stadiums

14.10.1 The Organising Association shall be responsible for the operation of all Stadiums for the Championship in cooperation with the entities controlling the Stadiums and the competent local and national government authorities in accordance with this Agreement and all FIFA Regulations and directives.

14.10.2 The operation of the Stadiums shall include but is not limited to:

- (a) traffic regulation inside and in the vicinity of the Stadium Perimeter
- (b) spectator guidance to the Stadium
- (c) information services
- (d) parking regulation and order
- (e) access and Accreditation organisation and control
- (f) fencing and other similar measures
- (g) security and emergency organisation
- (h) provision and maintenance of all necessary Stadium infrastructure, utilities and facilities as set forth in Clause 14.9, including equipment (including material, gear, constructions)
- (i) selling of food, beverage and other products in accordance with the exploitation if the Marketing Rights and the Marketing Annex
- (j) operation of activities on the Field of Play (other than Matches), in the Pitch Area and on the Stadium Screen
- (k) operation of the Stadium Screen
- (l) operation of Stadium announcements and music
- (m) provision and management of facilities
- (n) medical services
- (o) appropriate support and guidance of all persons present in the Stadium
- (p) overall management of all activities in the Stadiums
- (q) provision of all necessary infrastructure and support to Commercial Affiliates and Broadcast Rights Holders including the Host Broadcaster as well as to the Media for the execution of their rights and activities
- (r) removal of any and all commercial recognition other than the one



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granted to Commercial Affiliates in accordance with the Exploitation of Marketing Rights and Broadcast Rights

- (s) Stadium Decoration
- (t) technical support, housekeeping and cleaning
- (u) maintenance of the technical and other infrastructure of the Stadium

14.10.3 The operation of the Stadiums must at all times comply with FIFA's instructions and must not conflict with the rights granted by FIFA to Commercial Affiliates, Broadcast Rights Holders and other third parties.

14.11 Stadium Name

14.11.1 The Stadium name and/or logo must not include the name, the official designation and/or the logo of any commercial entity. The Organising Association shall (i) obtain written waivers from existing contracts to permit the name and/or logo of the Stadium to be temporarily changed; (ii) temporarily change the Stadium name and/or logo: (a) for all purposes relating to or arising as a result of the Championship, including but not limited to, all press conferences, press releases, advertising maps, etc. during the term of this Agreement; and (b) for all purposes during the period commencing three (3) months prior to the opening Match of the Championship, and concluding one week after the last Match and/or Official Event of the Championship to be held at the Stadium concerned.

14.11.2 The name and/or logo of the host city in which the Stadium is located shall replace the name and/or logo of the commercial entity if required.

14.11.3 The Organising Association shall provide FIFA the proposed Stadium names for approval by no later than 30 September 2007.



14.12 Clean Stadiums

14.12.1 All Stadiums (including the Stadium Perimeters and the equipment used) shall be made available to FIFA during the period set forth in Clause 14.1.12 free of any and all advertising, branding, commercial identification and without any contracts regarding concessions and/or other commercial activities and representations of other parties than FIFA, the Organising Association, the Broadcast Rights Holders and the Commercial Affiliates according to the Exploitation of Marketing Rights and Broadcast Rights. FIFA may issue respective guidelines and directives.

14.12.2 The Organising Association shall remove or cover the existing representations of commercial and/or other entities in the Stadiums in



accordance with the Stadium decoration before the Stadium is made available in accordance with Clause 14.1.12.

14.12.3 The Organising Association must ensure that written waivers from existing contracts are obtained from any relevant contractual party for the necessary period of the use of the Stadiums as set forth in Clause 14.1.12.

14.13 Stadium Decoration

14.13.1 The Organising Association shall, in cooperation with FIFA, design, create, produce and apply a Stadium decoration in accordance with FIFA's branding policy and guidelines as well as with its graphic standards and directives and the requirements of the Host Broadcaster.

14.13.2 The Stadium decoration shall create a uniform/standardized look of all Stadiums supporting the atmosphere in the Stadiums and the production of the broadcast signal and photographs by ways of colours and graphics.

14.13.3 The Stadium decoration shall include adhesive posters, stickers and tarpaulins of various sizes suitable for covering and/or decorating surfaces as well as any other items deemed suitable for the foreseen purpose.

14.13.4 The Organising Association shall submit the concept and the design of the Stadium decoration to FIFA for approval not later than one (1) year prior to the first match of the Championship.

14.13.5 The Stadium decoration and its application shall meet with all applicable security requirements and regulations. The security of all persons present in the Stadium and the prevention of fires must at all times be ensured.

14.14 Stadium Security

14.14.1 The Stadiums and the Stadium Infrastructure shall be constructed and operated on the highest international standard of security and safety.

14.14.2 The Organising Association shall provide FIFA with a copy of a safety and security certificate issued by a competent government authority for each Stadium, according to Clause 10.1.2 of the List of Requirements, two (2) years prior to the first match of the Championship or immediately after the completion of a new Stadium.

14.14.3 The Stadium security shall be an integral part of the Security.

14.14.4 The Organising Association shall, in cooperation with the competent government authorities, take all measures in order to ensure at all times the safety and security of all persons present in the Stadiums.

14.15 Stadium Access

14.15.1 FIFA shall have the exclusive right to grant access to the Stadium.

14.15.2 The Organising Association shall ensure in the Stadium Agreement that this exclusive right is validly granted to FIFA.

14.15.3 The Organising Association shall ensure, in collaboration with the competent government authorities, sufficient and efficient public and private transportation to the Stadiums. This shall include a sufficient traffic system (road and rail network), transportation means, information and signposting, traffic guidance and control as well as all other means necessary for this purpose.

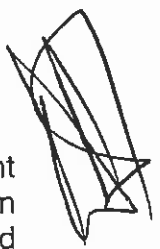
14.15.4 The Organising Association shall ensure, in collaboration with the competent government authorities, sufficient and efficient access to the Stadium from

- (a) the parking facilities outside the Stadium Perimeter directly adjacent to the Stadium Building (which, for the avoidance of doubt, form a part of the Stadium Perimeter)
- (b) the stations, stops and drop-off points of the public transportation servicing the Stadiums
- (c) any and all other locations deemed necessary

14.15.5 The Organising Association shall ensure, in collaboration with the competent government authorities, sufficient and efficient access to the Stadium Perimeter and the Stadium Building in accordance with the Security and Accreditation Plan and Part G of this Agreement (access) for all people having the right to enter the Stadium. This shall include the access ways, entrance control, security control and access to the Stadium Building in a timely manner in accordance with their rights, functions and needs.

14.15.6 FIFA shall determine in compliance with the Security Plan, the access rights to the Stadiums for all persons, especially but not limited to

- (a) Players and Match officials;



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- (b) the FIFA Delegation and the Organising Associations' representatives;
- (c) Broadcast Rights Holders and Commercial Affiliates;
- (d) Media;
- (e) persons accredited for the operation of the Matches and Official Events;

- (f) persons accredited for the Stadium and concessions operation;
- (g) persons accredited for the implementation and operation of the Broadcast and Marketing Rights;
- (h) spectators holding tickets.

14.15.7 For the avoidance of doubt, FIFA shall determine at its sole discretion to grant exclusive access to Broadcast Rights Holders and Commercial Affiliates.

14.15.8 The Organising Association shall ensure that players, Match officials and all other persons executing a function in the Pitch Area have unimpeded access thereto.

14.15.9 The Organising Association shall draft, in collaboration with the competent government authorities and in accordance with the Security Plan for the Championship and this Agreement, a transportation and Stadium access concept and plan and submit a to FIFA for approval by 31 December 2008.

14.16 Responsibility

14.16.1 The Organising Association shall bear all responsibility in connection with the provision, the use and the operation of the Stadiums.

14.16.2 The Organising Association shall defend and hold FIFA harmless against all proceedings, claims and related costs (including professional advisor's fees), which may be incurred or suffered by or threatened by others against FIFA in relation to the provision, the use and the operation of the Stadiums.

15. OFFICIAL TRAINING SITES / TEAM PREPARATION FACILITIES

15.1 Official Training Sites

15.1.1 The Organising Association shall secure and prepare a list of recommended Official Training Sites in excellent condition, of sufficient number and in reasonable distance of each Venue and Team Hotel (including Team headquarters) for training purposes and/or for playing Matches in that Venue (including the descriptions of the Official Training Sites). The number of Official Training Sites shall in particular provide at each Venue a sufficient number of training fields to permit each Participating National Association the use of a dedicated (i.e., one not shared that day with another National Association) training field each day and time it wishes to train. The Organising Association shall have the responsibility to provide security and other facility services (exclusive of lodging and meals) to the Official Training Sites.

15.1.2 The list of recommended Official Training Sites shall be delivered to FIFA for approval by 31 May 2009 at the latest. The Organising Association shall produce at its own expense a brochure (including the number of copies to be decided by FIFA and the Organising Association) describing and presenting the Official Training Sites by 30 September 2009 which shall be sent to the participating National Associations and other entities at the sole directive of FIFA but before the Final Draw. The list of recommended Official Training Sites may be amended by the Organising Association with the approval of FIFA and shall be amended at the directive of FIFA; any amendment of the list of recommended Official Training Sites shall be sent to the Participating National Associations and other entities at the sole directive of FIFA.

15.1.3 The Official Training Sites shall be made available to the Participating National Associations no later than ten (10) days before the Match for which the Team uses the respective Official Training Site until one day after the last use of the Site, in accordance with the schedule set forth in Clause 15.1.7.

15.1.4 In accordance with the 2010 Regulations, the Teams will be obliged to use only Official Training Sites as of the fifth calendar day before the Teams first Match until the end of the Championship or the teams' elimination.

15.1.5 The Official Training Sites shall include excellent pitches of no less than national competition standard and the necessary infrastructure for the foreseen purpose. The dimensions of the pitches shall preferably be 105 x 68 m, but at least 100 x 65 m.

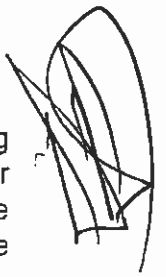
15.1.6 The Official Training Sites shall be made available to the Teams close to their living quarters and in reasonable distance of the respective Stadiums.

- 15.1.7 The Organising Association shall, based on the Team's reservations, draft a schedule for the use of the Official Training Sites by the Teams in collaboration with FIFA and the Teams. This schedule shall be submitted to FIFA for approval by 15 April 2010.
- 15.1.8 FIFA shall be entitled to determine any and all disputes arising from or in connection with the draft of the schedule and/or the allocation of Official Training Sites.
- 15.1.9 The conditions stipulated for Stadiums in Clause 14 of this Agreement shall apply to the Official Training Sites accordingly unless FIFA determines otherwise.
- 15.1.10 According to the 2010 Regulations, each Team will have the right to carry out one training session in the Stadium in which the respective Match is played, on the day before the Match. Those training sessions shall be foreseen in the schedule set forth in Clause 15.1.7.
- 15.1.11 FIFA reserves the right to issue further Regulations and directives regarding Official Training Sites.
- 15.1.12 All Official Training Sites shall be free of commercial identification in accordance with Clause 14.12 of this Agreement. Neither the Organising Association nor the Participating National Associations shall have any rights to commercially exploit the Official Training Sites unless otherwise agreed by FIFA. The Official Training Sites must be especially surrounded by perimeters which meet with FIFA's and the Organising Association's organisational, security and commercial requirements for the Championship.

15.2 Team Preparation Facilities

- 15.2.1 The Organising Association shall provide assistance, if a Participating National Association requires, preparation facilities (training fields and/or additional facilities for training and recreation purposes) to be used by the Teams for training and Match preparation prior to ten (10) days prior to the first Match of its Team.
- 15.2.2 For avoidance of doubt, the Team Preparation Facilities are not Controlled Access Sites.
- 15.2.3 FIFA reserves the right to issue further regulations and directives regarding Team Preparation Facilities.
- 15.2.4 Should a Team preparation facility be used as Official Training Site, the



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provisions of Clause 15.1 shall apply accordingly. Such use shall be foreseen in the schedules set forth in Clause 15.

- 15.2.5 All costs related to the Team Preparation Facilities shall be borne by the respective Participating National Association.

16. PARKING


16.1 Provision and Operation of Parking

- 16.1.1 The Organising Association shall provide sufficient parking for the purposes of the Championship at all Controlled Access Sites and operate them accordingly.
- 16.1.2 The location and the operation of the parking spaces and the respective allocation shall at all times meet with the requirements of the respective parking right holder as outlined by FIFA.
- 16.1.3 The Organising Association shall arrange public transportation from parking spaces, which are too far outside the Stadium Building free of charge.
- 16.1.4 All costs in connection with the provision and the operation of the parking spaces shall be borne by the Organising Association.

16.2 Allocation of Parking

- 16.2.1 The right to use parking spaces shall be allocated to the following groups and the respective parking rights and requests for each Match and Official Event:

- (a) Teams and Match Officials, including the referees
- (b) VIPs
- (c) FIFA Delegation
- (d) Organising Association Delegation
- (e) The FIFA Marketing Partner and the FIFA Broadcast Partner



- (f) Broadcast Rights Holders and Commercial Affiliates
- (g) Hospitality Guests
- (h) Service providers
- (i) Media
- (j) Spectators

16.2.2 Parking spaces for the categories (a) and (b) shall be located inside the Stadium Building or immediately outside the respective entrance.

16.2.3 Parking spaces for the categories (c), (d), (e), (f), (g) and (h) shall be located inside the Stadium Perimeter as close as possible to the Stadium Building or where required for category (h).

16.2.4 Each Stadium shall have a parking area reserved for representatives of the Media as well as a Media shuttle service.

16.2.5 The right to use parking spaces for the categories (a), (b), (c), (d), (e), (f), (g) and (h) shall be free of charge.

16.2.6 FIFA shall provide the Organising Association by 31 December 2007 with the parking requests of the categories (a), (b), (c), (e), (f) and (g) and to the extent applicable (i).

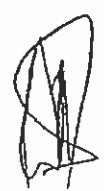
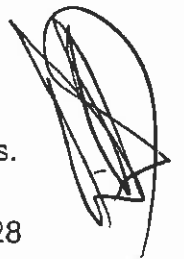
16.2.7 Official parking spaces for the spectators shall belong to the Stadium Perimeter.

16.3 Parking Plans / Admittance

16.3.1 The parking spaces of each Stadium shall be specified in the Stadium Plans.

16.3.2 For the Matches, the Organising Association shall submit to FIFA by 28 February 2010 a detailed plan of the location and the allocations of the parking spaces of each Stadium and for each Match in accordance with the Stadium Plans for approval.

16.3.3 For the Official Events, the Organising Association shall submit to FIFA, together with the Official Event concept, a detailed plan of the location and the allocations of the parking spaces for each Official Event for approval.



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- 16.3.4 The Organising Association shall ensure the efficient access to the parking spaces in a timely manner and in accordance with the requirements of the respective rights holder.
- 16.3.5 The Organising Association shall ensure the provision of parking admittances and access control in a timely manner. The parking admittances shall be communicated and/or provided physically to the respective rights holders not later than ten (10) days before the respective Match or five (5) days before the respective Official Event.
- 16.3.6 FIFA reserves the right to request additional necessary parking spaces and issue directives for the allocation at all times.

16.4 Responsibility

- 16.4.1 The Organising Association shall bear all responsibility in connection with the provision, the use and the operation of parking spaces.
- 16.4.2 The Organising Association shall defend and hold FIFA harmless against all proceedings, claims and related costs (including professional advisor's fees), which may be incurred or suffered by or threatened by others against FIFA in relation to the provision, the use and the operation of parking spaces.

17. FIFA GENERAL SECRETARIAT

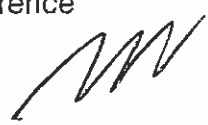
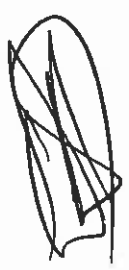
17.1 Provision of Office Space and Conference Rooms

17.1.1 The Organising Association shall provide FIFA with fully equipped and functional office space and conference rooms for the FIFA competition headquarters of the FIFA General Secretariat as well as for FIFA Host City Offices for the use by the FIFA Delegation, FIFA's Marketing Partner and FIFA's Broadcast Partner and other parties as directed by FIFA. Unless decided otherwise by FIFA, this shall be in the hotel of the FIFA Delegation.

17.1.2 FIFA shall provide the Organising Association by 28 February 2010 with a document setting forth the detailed requirements for office space, conference rooms and infrastructure including the timelines and purpose of use.

17.2 Office Numbers and Infrastructure

17.2.1 The Organising Association shall at its cost provide FIFA with at least one



hundred (100) offices including at least the infrastructure set forth hereinafter in the FIFA competition headquarters.

The minimum infrastructure shall be the following:

- (a) 3 high-speed photocopying machines (one for colour photocopies; all with automatic document feeding, sorting & stapling functions)
- (b) 8 medium-sized photocopying machines (with automatic document feeding, sorting & stapling functions)
- (c) 6 small photocopying machines (with automatic document feeding, sorting & stapling functions)
- (d) 17 modern telefax machines
- (e) 1 central telephone operating unit with internal and external international lines
- (f) 250 mobile telephones
- (g) 15 televisions & video recorders
- (h) 2 overhead projectors
- (i) 2 colour slide projectors
- (j) 2 electric typewriters
- (k) 2 digital projectors for computer and video signals

17.2.2 The Organising Association shall at it's cost provide FIFA at least with six (6) offices including at least the infrastructure set forth hereinafter in the referee's headquarters.

The minimum infrastructure shall be the following:

- (a) 1 medium-sized photocopying machine (with automatic document feeding, sorting & stapling functions)
- (b) 1 small photocopying machine (with automatic document feeding, sorting & stapling functions)
- (c) 2 modern telefax machines
- (d) 20 mobile telephones
- (e) 3 televisions & video recorders
- (f) 1 overhead projector
- (g) 1 colour slide projector
- (h) 1 electric typewriter
- (i) 2 digital projectors for computer and video signals.



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17.2.3 The Organising Association shall at it's cost provide FIFA at least with nine (9) Host City offices including at least the infrastructure set forth hereinafter in each Host City.

The minimum infrastructure shall be the following:

- (a) 2 medium-sized photocopying machines (with automatic document feeding, sorting & stapling functions)
- (b) 1 small photocopying machine (with automatic document feeding, sorting & stapling functions)
- (c) 3 modern telefax machines
- (d) 1 central telephone operating unit with internal and external international lines
- (e) 10 mobile telephones
- (f) 3 televisions / video recorders
- (g) 1 electric typewriter
- (h) 2 digital projectors for computer and video signals

17.2.4 A permanent storage room in the FIFA competition headquarters (approx 100m²) and a further storage room in each of the FIFA venue hotels (approx 50m²) shall be reserved exclusively for FIFA for the duration of the competition.

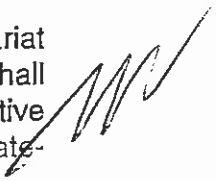
17.2.5 An office measuring approximately 150 m² and equipped with desks shall be reserved for the representatives of FIFA's equipment supplier in the FIFA headquarters. This office shall be available to such supplier prior to the start of the competition and will remain at their disposal until after the opening match, in accordance with the instructions given by FIFA prior to the tournament. The costs for this room shall be borne by FIFA.



17.2.6 Another room measuring at least 150 m² shall be reserved in the FIFA headquarters for storing, fitting and distributing the official FIFA uniform. This room is to be reserved for the same period of time as the room reserved for the supplier. The costs for this room shall be borne by FIFA.

17.2.7 FIFA may require further office and storage space.

17.2.8 The FIFA competition headquarters offices of the FIFA General Secretariat as well as the FIFA Host City offices and referees' headquarters offices shall be interconnected and linked to the Organising Association administrative headquarters, the IBC, the various media centres and Stadiums via a state-of-the-art IT network.



17.2.9 There shall be state-of-the-art Internet access in all offices.

17.2.10 Details of the information technology requirements will be specified in a separate document to be issued at a later date. This document will contain information regarding, the requisite hardware (computer workstations, printers, scanners etc.), software and services (with back-up service and system integration).

17.2.11 If and to the extent information technology is provided by one of the Commercial Affiliates at (favourable/competitive) rates or free of charge the Organising Association is obliged to use those items.

17.3 Conference / Meeting Rooms

17.3.1 The Organising Association shall provide the following conference and meeting rooms including the necessary infrastructure and furniture:

- (a) 1 conference room for 100 people in the FIFA competition headquarters (with at least four booths for interpreters)
- (b) 1 meeting room for 50 people in the FIFA competition headquarters
- (c) 1 meeting room for 25 people in the FIFA competition headquarters
- (d) 1 meeting room for 20 people in the FIFA Host City office
- (e) 1 conference room for 100 people in the referees' headquarters (with at least four booths for interpreters)
- (f) 1 meeting room for 25 people in the referees' headquarters

17.3.2 The conference rooms under points a) and e) shall be reserved for FIFA in accordance with a schedule to be published in advance. Those under b), c), d) and f) shall be reserved exclusively for FIFA throughout the entire competition.



17.3.3 FIFA shall provide the Organising Association with the infrastructure and furniture requirements for each use by not later than three (3) month before the respective use.

17.3.4 FIFA will send a separate document at a later date to inform the Organising Association of the number of furniture, communication and other infrastructure to be installed in each office, conference, meeting and function room and of any other specific needs.



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17.4 Offices of the Organising Association in the FIFA Competition Headquarters and FIFA Host City offices

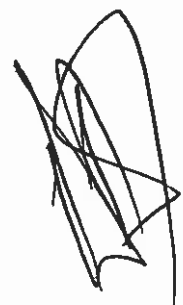
17.4.1 To ensure optimum collaboration between FIFA and the Organising Association, it is imperative that the offices of the Organising Association are in the same building as the FIFA competition headquarters and the FIFA Host City offices and installed, staffed and run by people with the authority to take decisions starting with the arrival of the first group of the FIFA Delegation. These offices of the Organising Association shall be able to support operations for all requirements of the Championship.

17.5 Office Installation

17.5.1 If and to the extent office equipment is provided by one of the Commercial Affiliates at (favourable/competitive) rates or free of charge the Organising Association is obliged to use this office equipment.

17.5.2 FIFA shall set forth the date by which the offices must be ready to be used.

17.5.3 The Organising Association shall be responsible for technical, infrastructural and material support of the offices.



PART E: HOSTING

18. OFFICES OF THE ORGANISING ASSOCIATION

18.1 Office Organisation

18.1.1 The Organising Association shall establish its headquarters (preferably close to the headquarters of the Host National Association) and offices in the Host Cities. It shall establish special headquarters for the period during the Championship as outlined in Clause 17.4. The organisational structure in the Host Cities shall be similar to the one in the city of the headquarters.

18.1.2 The building chosen for the headquarters of the Organising Association and the offices in the Host Cities shall be easily accessible from the airport, Stadiums, and other Controlled Access Sites and locations relevant for the Championship.

18.1.3 The Organising Association shall install offices in the FIFA Championship headquarters and FIFA host city offices for the period during the Championship which must be run by people with authority to take all necessary decisions and it shall be able to operate all requirements of the Championship as outlined in Clause 17.4.

18.1.4 During the Championship, the Organising Association shall establish an operational office in the Stadium next to the FIFA Offices.

18.2 Office Installation

18.2.1 If and to the extent office equipment is provided by one of the Commercial Affiliates at (favourable/competitive) rates or free of charge the Organising Association is obliged to use this office equipment.

18.2.2 FIFA shall set forth the date by which the offices must be ready to be used.

18.2.3 The Organising Association shall be responsible for technical, infrastructural and material support of the offices.

19. ACCOMMODATION

19.1 General Guidelines

19.1.1 The Organising Association shall ensure that suitable and sufficient

Accommodation will be available on time and in an appropriate manner. Accommodation shall include hotel rooms and facilities of all standards, including rooms to be used for overnight Accommodation, offices, functions and other purposes as needed by the following constituent groups listed in the order of their priority:

- (a) The FIFA Delegation
- (b) The Organising Association's officials and guests
- (c) The Commercial Affiliates and Broadcast Rights Holders, including the Host Broadcaster
- (d) The Media

19.1.2 FIFA reserves the right to define other groups to which Accommodation shall be provided under Clause 19.1.1.

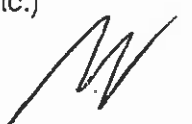
19.1.3 FIFA may decide that Accommodation can be provided to the general public and to tour operators selected by FIFA as a part of the Accommodation under the condition that the groups mentioned in Clause 19.1.1 are treated with priority, and to the extent the room inventory is not used for the purposes of these groups.

19.1.4 By 30 June 2008, FIFA shall issue the Accommodation Policy for the Championship as per Annex 19.1.4 further specifying the provisions of this Clause 19. The Organising Association is obliged to implement the Accommodation Policy.

19.1.5 As part of the Bid, the Organising Association shall contract with Hotels for sufficient hotel room nights to meet the accommodation requirements of the parties mentioned in both Clause 19.1.1 and in the Accommodation Policy in the numbers and standards specified by FIFA.

19.1.6 The following information on each contracted hotel is of essence for the selection process and must be included in the overview as mentioned in Clause 19.1.7:

- (a) location (distance to city centre, airport, railway station, motorway, etc.)
- (b) category
- (c) distance to the Stadiums / Official Training Sites / Team Preparation



Facilities

- (d) type and number of rooms, categories
 - (e) type and number of conference rooms / function rooms
 - (f) Accommodation infrastructure (including technical and computerised Accommodation management system and interfaces to the IT Solution)
 - (g) sports and leisure facilities
 - (h) rates for the various categories of rooms (standard rooms, executive rooms, junior suites, suites and presidential suites)
 - (i) contact persons at the hotel (phone/fax numbers and e-mail addresses)
 - (j) technical installations, equipment and services
 - (k) available parking spaces
- 19.1.7 As part of the Bid, the Organising Association shall provide FIFA in writing with an overview of all Hotels available for the respective groups mentioned in Clause 19.1.1 including a description of all specifications and infrastructure as required in Clause 19. This overview shall be updated every half year, starting on 31 December 2006.
- 19.1.8 FIFA has the first opportunity to determine which hotels and how many rooms should be reserved for the exclusive benefit of the groups mentioned in Clause 19.1.1 ("First Call Rights").
- 19.1.9 The Organising Association shall have the second opportunity to allocate rooms to its officials and guests subject to FIFA's First Call Rights as per Clause 19.1.8 ("Second Call Rights").
- 19.1.10 FIFA shall ultimately be able to accept or reject any offers of Accommodation presented by the Organising Association.
- 19.1.11 The Organising Association shall ensure that no minimum stay requirements shall be imposed on the FIFA Delegation, or on the Commercial Affiliates, Broadcast Rights Holders, including the Host Broadcaster, and Media, with the exception of the Final (when a minimum stay of three nights may be required).

- 19.1.12 The FIFA Delegation, the Organising Association, Commercial Affiliates and the Broadcast Rights Holders, including the Host Broadcaster shall only be charged for the actual number of hotel room nights used and not hotel room nights booked based on the standard terms and conditions with respect to cancellations as defined in the Hotel Agreements as well as in the individual sales agreements.
- 19.1.13 The Organising Association shall ensure the provision of Accommodation to the groups mentioned in Clauses 19.1.1 and 19.1.3 at the prices set forth by FIFA in FIFA's Accommodation Policy and based on calculations provided in the Hotel Agreements.
- 19.1.14 The Hotel Agreements shall particularly provide that the number of rooms to be held for actual use during the Championship may be reduced by FIFA without penalty by various deadlines and that no guarantees or deposits must be made prior to one year in advance of the first match.
- 19.1.15 FIFA shall provide, or request the respective parties to provide, the Organising Association in a timely manner with the Accommodation requirements of the FIFA Delegation, the representatives of FIFA's Commercial Affiliates and Broadcast Rights Holders, including the Host Broadcaster.

19.2 Hotel Agreements

- 19.2.1 FIFA shall provide the Organising Association with a standard sample Hotel Agreement (Annex 19.2.1). The Organising Association shall enter into Hotel Agreements with each Hotel along the lines of the standard sample Hotel Agreement and in accordance with Annex 19.2.1. Any changes and/or amendments are subject to FIFA's prior written approval.
- 19.2.2 The Hotel Agreements shall implement and be in accordance with the provisions set forth in Clause 19 of this Agreement. These shall particularly provide that the number of rooms to be held for actual use during the Championship may be reduced/released/cancelled by the FIFA Delegation by specific deadlines, without penalty, and that no guarantees or deposits must be made more than one year in advance of the opening match.

The Hotel Agreements shall provide that the FIFA Delegation shall have priority over all tourist organisations and that the FIFA Delegation shall only be charged for the actual number of hotel room nights used. In addition, the Hotel Agreements shall also provide that rates for other hotel services (food, beverages, telephone, fax and other hotel services), except for public utility charges and similar service charges established by the authorities beyond the control of the Organising Association, shall be no higher than the





standard rates in January 2010.

19.2.3 The Hotel Agreements shall foresee the transfer of the Organising Associations rights and obligations, especially the Hotel room inventory, to FIFA and/or a third party at FIFA's directive in the event that FIFA exercises the option to assume operational and managerial responsibility of the Accommodation in connection with the Championship in accordance with Clause 19.9.

19.2.4 The Hotel Agreements shall also provide for the use of a computerised voucher system, which shall be made available, to ensure (a) the free transferability of hotel room nights among customers, (b) that the rooms contracted will be available or that a stipulated amount in damages will be paid by the hotel and (c) easier accounting for the hotel room nights purchased.

19.3 Team Hotels

19.3.1 The Organising Association shall secure and prepare a list of recommended Team Hotels in excellent condition, of sufficient number, of different price levels and in reasonable distance from each Venue (venue-specific) as well as within the country (team-specific), which may be contracted for and used by Participating National Associations.

19.3.2 The list of recommended Team Hotels shall be delivered to FIFA for approval by 31 May 2009 at the latest. The Organising Association shall produce at its own expense a brochure (including the number of copies to be decided by FIFA and the Organising Association) describing and presenting the recommended Team Hotels (venue-specific and team-specific) by 30 September 2009 which shall be sent to the Participating National Associations and other entities at the sole directive of FIFA, but before the Final Draw. The list of recommended Team Hotels may be amended by the Organising Association with the approval of FIFA and shall be amended at the directive of FIFA; any amendment of the list of recommended Team Hotels shall be sent to the Participating National Associations and other entities at the sole directive of FIFA. The Participating National Associations shall have the option to select and request various Team Hotels in accordance with their accommodation needs.

19.3.3 The Team Hotels shall be available to the Participating National Associations ten (10) days prior to the first Match until one day after the last Match of their teams. The Organising Association shall set up and maintain a reservation and accommodation scheme in accordance with the Participating National Associations' requests. If no mutual solution in good faith can be achieved within reasonable time the Organising Association shall pass on the issue to

FIFA for its decision.

- 19.3.4 The Organising Association shall manage the selection, allocation and use of the Team Hotels subject to FIFA's supervision and approval in a timely manner.
- 19.3.5 The Teams shall be offered Team specific Team Hotels as well as Venue specific Team Hotels.
- 19.3.6 The Team Hotels shall be located close to the Stadium and Official Training Site in question.
- 19.3.7 The Participating National Associations may choose in which hotel(s) they wish to stay for which duration before and during the Championship. These hotels shall be chosen immediately after the group draw for the final competition from among the selection of hotels offered by the Organising Association. The Participating National Associations shall be treated equally and their wishes shall be respected to the extent possible, as described in Clause 19.3.3.
- 19.3.8 Team Hotels may not be used as Accommodation for certain other groups mentioned in Clause 19.1.1 during the period in which a participating Team stays in the respective hotel. The official FIFA hotel in the venue shall, if possible, not become a Venue specific Team Hotel.
- 19.3.9 Any disputes arising out of the selection and allocation of Team Hotels shall be settled in good faith between the involved parties. In case no agreement can be found, FIFA shall take the final decision.
- 19.3.10 The Organising Association shall provide assistance if a participating National Association requires accommodation prior to ten (10) days of the first Match of its Team.
- 19.3.11 All costs associated with the use of and stay at the Team Hotels shall be borne by the respective Participating National Associations.
- 19.3.12 The Participating National Associations shall (as an exception to the general rule regarding the Marketing Rights in connection with the Controlled Access Sites) have the right to commercially exploit an association with the Team Hotels and other facilities attached thereto; provided such commercial exploitation does not create the impression that the Team Hotels and/or the sponsors of the National Associations are having any relation to the Championship or to FIFA.

19.4 FIFA Delegation Hotels

19.4.1 A first-class hotel shall, in principle, be reserved exclusively for the FIFA Delegation. (delegation of approximately 300 people) for the entire duration of the Championship as set forth by FIFA to serve as its competition headquarters. In case the headquarters of the Organising Association and the FIFA General Secretariat during the Championship is not inside the hotel of the FIFA Delegation, the latter shall be located near the Organising Association headquarters and the official FIFA hotel.

19.4.2 In addition, first-class hotels shall be made available in the other venues for the FIFA Delegation (requirements will be specified by FIFA after the Venues have been decided). These hotels will be used as organisational centres for the respective Venues. These hotels must offer the required number of working and meeting rooms as well as corresponding equipment for the FIFA Host City offices as set forth in Clause 17.

19.5 Referees and Assistant Referees Hotels

19.5.1 The referees' accommodation, which will need to accommodate approximately 100 people, should not be located in the town centre, in order that leisure and fitness activities may be available. The referees shall be allocated single rooms.

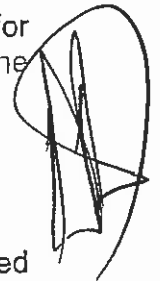
19.5.2 The referees shall be based, if possible, close to the town in which FIFA's competition headquarters are located. The referees will stay in the FIFA Venue hotels when travelling to the Matches.

19.5.3 The referee's headquarters shall be located at the referee's and assistant referees headquarters hotel.

19.5.4 The referees headquarters hotel may not be used as Accommodation for certain groups mentioned in Clause 19.1.1 during the period in which the referees stay in the hotel.

19.6 Media Representatives

19.6.1 A sufficient number of hotel rooms must be available for the accredited Media. A selection of suitable hotels, in different price categories, must be available in all Host Cities and relevant venues at preferential rates.



19.7 Management

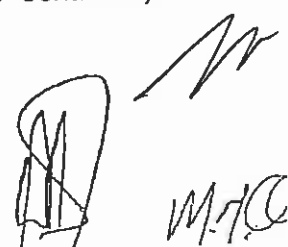
- 19.7.1 The Organising Association shall manage and operate the hotel room nights inventory for the Championship, including booking, reservation, confirmation, operation, control, invoicing, payments, releases, cancellations, welcome desks, support etc. in accordance with the Accommodation Policy.
- 19.7.2 The Organising Association may contract an accommodation agent to handle accommodation matters. The selection of such an agency shall be subject to FIFA's prior approval.

19.8 Computerised Accommodation Management System

- 19.8.1 A computerised Accommodation management system shall be provided and maintained by the Organising Association to manage and operate Accommodation.
- 19.8.2 The computerised Accommodation management system shall include all software and hardware as well as all telecommunication and other infrastructure necessary for this purpose.
- 19.8.3 The computerised Accommodation management system shall have the necessary interfaces with other systems within or besides the IT Solution including systems used for Protocol, travel and transportation purposes.
- 19.8.4 The computerised Accommodation management system shall be at all times of sufficient technical standard to meet FIFA's requirements as defined in this Agreement and in the Accommodation Policy and meet the business requirements of the management and operation of Accommodation.

19.9 Accommodation Plan and FIFA's Option

- 19.9.1 By 28 February 2007, the Organising Association shall submit to FIFA a detailed plan of the hotel room night inventory and the management and operation of the Accommodation for approval.
- 19.9.2 FIFA shall have the option, exercisable prior to 31 July 2007, to assume operational and managerial responsibility for Accommodation of the Championship.
- 19.9.3 The Organising Association shall ensure that, in the case of FIFA exercising the option set forth in Clause 19.9.2, the Organising Association's rights and obligations under the Hotel Agreements (and other respective contracts)

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already entered into by the Organising Association will be validly transferred to and assumed by FIFA and/or a third party as directed by FIFA. All respective agreements shall contain a respective clause.

19.10 Income and Costs

19.10.1 The Organising Association shall bear all costs for the management and operation of the Accommodation.

19.10.2 FIFA shall decide on the parties who shall bear the costs for hotel room nights used by the groups outlined in Clauses 19.1.1 – 19.1.3 and/or defined in the Accommodation Policy.

19.10.3 In the event FIFA exercises the option under Clause 19.9.2, FIFA shall bear all respective costs and receive all respective revenues.

20. TRANSPORTATION

20.1 General Guidelines

20.1.1 FIFA is responsible for organising and bearing the costs for the international travel of the FIFA Delegation (with the exception of the finalist teams, according to the 2010 Regulations).

20.1.2 The Organising Association is responsible for all aspects of travel inside the Host Country (domestic travel/transport).

20.1.3 The Organising Association is responsible for bearing the costs for travel inside the Host Country for members of the FIFA Delegation and the Participating National Associations, carrying out official duties.

20.1.4 The Organising Association shall ensure sufficient and appropriate ground and air transport during the Championship for all persons attending the Championship. It shall ensure the appropriate transport to the place of destination and the arrival in a timely manner.

20.1.5 The Organising Association shall provide the services of qualified travel agents (national and international) and on-line airline and other reservation as well as ticket printing capabilities at the FIFA General Secretariat from the arrival until the departure of the FIFA Delegation. The Organising Association shall provide transportation desks at FIFA hotels in all Venues, and other

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forms of transportation logistics assistance, to enable FIFA Delegation members to arrange air and other transportation.

20.1.6 By 30 June 2008, the Organising shall submit FIFA a transport plan for the Championship which shall include but is not limited to the following elements:

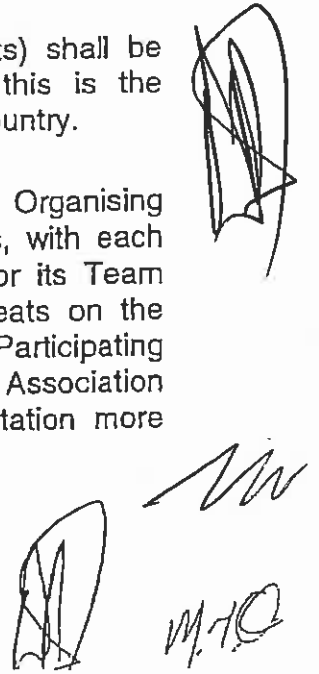
- (a) Organisation of transportation for all different groups of persons (including but not limited to Participating National Associations, FIFA Delegation, Referees, Spectators, Media to and from Venues, transport to the Stadiums on match days etc.)
- (b) Infrastructure and transport means
- (c) Locations/routes
- (d) Timetables
- (e) Processing of relevant data for transportation
- (f) Transport prices
- (g) Staffing and procedures of and at the welcome desks

20.1.7 A computerised transportation management system, which is included in the scope of the IT Solution as defined in Clause 32, shall be used to organise transportation for the Championship. The system must provide appropriate interfaces with other systems within or outside the IT Solution for the Championship.

20.1.8 Teams, referees and FIFA officials shall be transported punctually to every match in official vehicles, accompanied by a police escort.

20.1.9 Air transport (scheduled flights, charter flights and private jets) shall be arranged for teams, referees, and FIFA officials provided this is the customary and appropriate means of transportation in the host country.

20.1.10 Where air travel is the most appropriate form of travel, the Organising Association shall use its best efforts to arrange charter flights, with each participating National Association being given free passage for its Team delegation and the opportunity to purchase the remaining seats on the charter for Media covering the Team and other guests of the Participating National Association; provided, however, that the Organising Association may arrange ground transportation if it deems such transportation more

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convenient than air travel.

20.2 Airport Dispatch

20.2.1 The Organising Association shall ensure, in collaboration with the competent authorities, that the FIFA Delegation, especially the Participating National Associations as well as all persons accredited by FIFA are dispatched with top priority and preference when they arrive at or leave an airport by elaborating special immigration, customs and check-in procedures.

20.2.2 The Organising Association is responsible for guiding and supporting the FIFA Delegation and especially the Teams at their place of arrival and departure including the transport to and from the hotel. For this purpose, special welcome desks shall be established at the airports and train stations.

20.3 Official Vehicles

20.3.1 Official vehicles shall be those used for the transportation of the FIFA Delegation and other persons as directed by FIFA.

20.3.2 Only chauffeurs who speak fluent English and are thoroughly familiar with the area shall drive the official vehicles.

20.3.3 If and to the extent vehicles are provided by one of the Commercial Affiliates at (favourable/competitive) rates or free of charge, the Organising Association is obliged to use those vehicles.

20.3.4 The Organising Association shall provide at it's cost the minimum number of modern vehicles:

(a) . Per team

- 1 luxury bus (with at least 50 seats)
- 2 cars
- 1 minibus
- 1 luggage van.

The above transport shall be at the permanent disposal of each Team from the moment they arrive in the host country until, and including, the day of their departure. If the Teams play their Matches in different Venues,



transport shall be provided for them at their point of departure as well as at their point of arrival.

20.3.5 Teams are entitled to the most appropriate form of transport to and from any Venue and shall be given top priority whenever they arrive, depart or stopover.

(b) FIFA Delegation

- 2 private jets
- 2 limousines
- 300 cars
- 5-6 buses (for transport on match days and any other possible needs)

20.3.6 An adequate number of buses shall be provided for special occasions and Official Events involving large numbers of people (such as the Congress and banquets).

20.3.7 Distribution of these vehicles to the main and subsidiary Venues will be specified at a later date.

20.3.8 FIFA will also provide a list of transportation requirements and a list of all the officials who will need a personal car and chauffeur for the entire duration of the Championship.

(c) Referees and assistant referees

In the main Venue:

- 1 bus (at least 50 seats)
- 2 minibuses
- 2 cars
- 1 luggage van.

20.3.9 The transport needs for referees and assistant referees in the subsidiary Venues and on Match days will be specified separately.

20.4 Media

20.4.1 An efficient, free shuttle system shall be devised to transport Media representatives in a timely manner to and from each Stadium, the Main Media Centre and the city centre (or other specially designated destinations) within each Venue on match days and non-match days.

20.4.2 Limited transport shall also be provided for the Media, free of charge, to and from Teams' training grounds on non-match days.

20.4.3 Preferential terms shall be negotiated with public transport authorities to enable accredited Media representatives to travel between the various Venue cities.

21. PROTOCOL

21.1 Definition /Competence

21.1.1 Protocol shall be the rules and policies relating to the treatment of guests and members of the FIFA Delegation visiting and/or attending the Championship. It shall include but is not limited to policy of invitation, allocation of Tickets, seating order, Hospitality, transportation, security measures, access control, etc.

21.1.2 FIFA and the Organising Association shall each define and implement its own Protocol in its relevant area and for its respective guests subject to FIFA's Protocol Guidelines.

21.1.3 FIFA and the Organising Association shall harmonize its Protocols for each Match and Official Event as necessary in mutual collaboration.

21.2 Protocol Guidelines

21.2.1 By 30 June 2009 FIFA will issue Protocol Guidelines as per Annex 21.2.1.

21.2.2 The Organising Association shall implement FIFA's Protocol Guidelines to its proper Protocol.

21.3 Tribune d'Honneur (VIP Box)

- 21.3.1 The Tribune d'Honneur (with a minimum capacity of at least 500 in each Stadium) shall have its own individual entrance and shall be separated from the tribunes intended for the general public.
- 21.3.2 Half of the seats in the Tribune d'Honneur, as well as in the VVIP box (if such facilities exist), shall be reserved for FIFA, and the other half for the Organising Association. FIFA is responsible for Protocol in its own half of the Tribune d'Honneur. Each seat shall be numbered and admission shall only be granted upon production of the corresponding Ticket.
- 21.3.3 The right-hand side of the Tribune d'Honneur shall be reserved for FIFA (when looking at the pitch from the Tribune d'Honneur).
- 21.3.4 The Organising Association shall bear the costs of all other expenses related to the Tribune d'Honneur.

22. HOSPITALITY

22.1 Definitions

- 22.1.1 Hospitality shall be the provision of services and/or products to Ticket holders at any location in connection with the Ticket and the visit of a Match and/or an Official Event of the Championship, including but not limited to transportation, parking, food and beverage, particular preferred access to the Stadium, souvenir gifts etc.
- 22.1.2 FIFA Hospitality / Organising Association Hospitality shall be Hospitality provided free of charge to Ticket holding guests of FIFA and the Organising Association.
- 22.1.3 Corporate Hospitality shall be the Hospitality provided free of charge to the Ticket holding guests of the Commercial Affiliates and/or the Broadcast Rights Holders.
- 22.1.4 Commercial Hospitality shall be the commercial right to sell and provide particular Hospitality to holders of Tickets specially allocated for this purpose.

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22.2 FIFA / Organising Association Hospitality

- 22.2.1 FIFA and the Organising Association may determine on their Hospitality.
- 22.2.2 The Organising Association may execute its Hospitality with the prior approval of FIFA, in accordance with the Ticketing Policy and the applicable agreements, FIFA Regulations and Protocol.
- 22.2.3 FIFA and the Organising Association shall harmonize their Hospitality for each Match and Official Event in mutual collaboration.
- 22.2.4 At each Stadium the Organising Association shall establish a private hospitality area for the exclusive use of FIFA and its guests before, during and after the Matches with (a) appropriate food and beverage services, (b) secure access to the Tribune d'Honneur and the Boxes, and (c) private restroom facilities.

22.3 Corporate Hospitality

- 22.3.1 In the respective agreements with FIFA, the Commercial Affiliates and the Broadcast Rights Holders may be granted the right to provide Hospitality to their guests.
- 22.3.2 The Commercial Affiliates and the Broadcast Rights Holders shall have the right to establish and implement their Corporate Hospitality in accordance with the respective agreements.
- 22.3.3 The Organising Association shall support the Commercial Affiliates and the Broadcast Rights Holders in any way in establishing and implementing Corporate Hospitality as directed by FIFA in accordance with the respective agreements and provide sufficient space and infrastructure within the Stadium Building or in the Stadium Perimeter directly adjacent to the Stadium Building for the Hospitality.

22.4 Commercial Hospitality

- 22.4.1 As a part of the Marketing Rights of the Championship, FIFA is the lawful owner of the Commercial Hospitality rights on a worldwide basis and those rights shall be fully vested in FIFA.
- 22.4.2 FIFA may determine on the exploitation of the Commercial Hospitality rights. Such rights may be executed by FIFA and/or a granted to a third party for exploitation in accordance with the Ticketing of the Championship (Clause



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25) and especially the Ticketing Policy.

22.4.3 The holder of the Commercial Hospitality rights shall have the right to establish and implement the Commercial Hospitality in accordance with the respective agreements.

22.4.4 The Organising Association shall support the holder of the Commercial Hospitality rights in any way in establishing and implementing Corporate Hospitality as directed by FIFA in accordance with the respective agreements and provide sufficient space and infrastructure within the Stadium Building or in the Stadium Perimeter directly adjacent to the Stadium Building for the Hospitality.

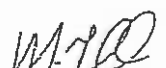
22.4.5 For avoidance of doubt, all revenues derived from the sales of Commercial Hospitality shall be received by FIFA and/or the holder of the Commercial Hospitality Rights.

22.5 Hospitality Operation and Cost

22.5.1 FIFA shall request the Commercial Affiliates, the Broadcast Rights Holders and the holder of the Commercial Hospitality Rights to each submit FIFA and the Organising Association a plan of their Hospitality.

22.5.2 The provision of services and products for Hospitality shall at all times be in accordance with the exploitation of the Marketing and Broadcast Rights. To the extent available, products shall be sourced from Commercial Affiliates.

22.5.3 Each party providing Hospitality shall bear the respective costs to the exclusion of the provision of space and infrastructure by the Organising Association as set forth in Clause 14.9.



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PART F: SECURITY**23. SAFETY AND SECURITY****23.1 Responsibility**

- 23.1.1 The Organising Association, in accordance with the respective governmental guarantees, shall at all times be fully responsible and guarantee for the general security, safety and personal protection, especially of the FIFA Delegation, Media and spectators, as well as all people involved in, participating in and/or attending the Championship throughout their entire stay in the Host Country.
- 23.1.2 This shall at all times include the security of those people at airports, inside and outside Controlled Access Sites, hotels, Stadiums, Official Training Sites, the International Broadcast Centre, Media Centres, any official areas and other areas where they are present in the Host Country before, during and after the Championship.
- 23.1.3 The Organising Association shall ensure the provision of the guarantee(s) of the competent government authorities as required in the List of Requirements and Clause 8.
- 23.1.4 The Organising Association shall ensure and guarantee that, on all travel from and to a Venue, all necessary security measures shall be taken by appropriate governmental authorities or private security companies.
- 23.1.5 The Organising Association shall be held liable for any safety and/or security incidents and/or related accidents and shall guarantee that no responsibility in this respect can be apportioned to FIFA. The Organising Association shall cause the relevant governmental authorities to provide FIFA with identical consummations and guarantees. Consequently, the Organising Association and the relevant government (national, state and local) authorities shall guarantee in a binding form to indemnify, hold harmless and defend FIFA, the FIFA Marketing Partner, the FIFA Broadcast Partner, the Commercial Affiliates and Broadcast Right Holders (including the Host Broadcaster) from and against all liabilities, obligations, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses (including attorney's fees), which such parties may suffer or incur in connection with, resulting from or arising out of any security and/or safety incidents and/or accidents in connection with the Championship.

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23.2 Costs

- 23.2.1 All costs associated with the Championship security shall be borne by the Organising Association and/or governmental authorities in the Host Country.

23.3 Security and Safety Measures

- 23.3.1 The Organising Association (in collaboration with the government (national, state and local) authorities) shall at all times be fully responsible for the planning and implementation of any and all security and safety measures for the Championship in order to achieve the highest possible level of security at all times.

- 23.3.2 The Organising Association shall ensure the collaboration and support of the competent government authorities (national, state and local) and the implementation of the respective government guarantees as set forth in Clause 8 and the List of Requirements.

23.4 Security Concept

- 23.4.1 By 30 June 2008, the Organising Association shall provide FIFA with a general security concept for the Championship issued by the Organising Association and the competent government authorities.

- 23.4.2 The security concept shall be patterned after security traditions and practices of prior FIFA tournaments and other major international sports events. The particular risks of specific Participating National Associations shall be considered.

- 23.4.3 The security concept shall be based on the guidelines specified by FIFA, as well as on the security and safety practices of prior FIFA World Cups™ and other major international sporting events. The Security Plan shall consider the security and safety guidelines and requirements of the host country, in particular. FIFA will assist and advise the Organising Association and the relevant government authorities accordingly.

- 23.4.4 The FIFA Delegation and representatives of the Commercial Affiliates and Broadcast Right Holders or the Media shall not be subject to background security checks, unless required by higher security interests.

23.5 Security Plan

- 23.5.1 By 30 June 2009, the Organising Association and appropriate governmental

agencies, with FIFA's advice and assistance, shall jointly develop a detailed written Security Plan for all relevant locations and incorporate the plan into a binding written declaration between the Organising Association and the relevant governmental authorities.

- 23.5.2 The Security Plan shall be patterned after security traditions and practices of prior FIFA tournaments and other major international sports events. The particular risks of specific participating Teams shall be considered. The Security Plan shall generally not require background checks on members of the FIFA Delegation, the Commercial Affiliates, the Broadcast Rights Holders or the Media, unless required by higher security risks.
- 23.5.3 The Security Plan shall be based on the guidelines specified by FIFA, as well as on the security and safety practices of prior FIFA World Cups™ and other major international sporting events. The Security Plan shall consider the security and safety guidelines and requirements of the Host Country, in particular. FIFA will assist and advise the Organising Association and the relevant government authorities accordingly.

PART G: ACCESS**24. GENERAL RULES****24.1 Access Rights and Restrictions**

- 24.1.1 FIFA shall be the sole holder of the domiciliary and access rights to the Controlled Access Sites and the Organising Association hereby irrevocably transfers all its rights it may have in this respect to FIFA.
- 24.1.2 The Organising Association shall ensure the grant of all respective rights to FIFA for all Matches, Official Events and other activities in connection with the Championship for the duration and the locations deemed necessary.
- 24.1.3 Persons involved in the Championship or otherwise seeking access to a Controlled Access Site for any reason may only access the Controlled Access Sites after having granted the respective right by means of Ticketing and/or Accreditation.
- 24.1.4 No religious or political items may be brought into the Stadium.
- 24.1.5 No dangerous items may be brought into the Stadium.
- 24.1.6 No commercial items (to be defined at the sole discretion of FIFA) may be brought into the Stadium other than those of the Commercial Affiliates.
- 24.1.7 No picture and sound recording device and equipment of any and all technology may be brought to the Stadiums and other Controlled Access Sites other than those of the Broadcast Right Holders and the accredited Media representatives and those approved by FIFA in accordance with particular specifications set forth by FIFA in collaboration with the Broadcast Right Holders.

24.2 Access Control

- 24.2.1 The Organising Association shall at all times be fully responsible for the planning, management and operation of access control to the Controlled Access Sites in collaboration with the competent government authorities.
- 24.2.2 Access control shall allow and control all people having the respective right to access a specific area during a specific period of time.



- 24.2.3 Access control shall avoid that the forbidden items defined in the security plan are brought to the Stadiums and Controlled Access Sites.
- 24.2.4 Access control, including the selected technology, must at all times comply with the Security Plan, the Ticketing and the Accreditation of the Championship, FIFA's directives and FIFA's guidelines.
- 24.2.5 FIFA may at any and all times issue further directives and guidelines in connection with access control to the Controlled Access Sites.

25. TICKETING

25.1 Ticketing Rights

- 25.1.1 FIFA shall at all times be the sole owner of all Ticketing rights to the Championship, including all Matches and Official Events.
- 25.1.2 FIFA, at its sole and absolute discretion, shall determine how such rights are exploited. Consequently, FIFA may decide to execute the Ticketing management and operation itself or appoint another party to partially or fully do so on its behalf.
- 25.1.3 Ticketing must at all times comply with the Security Concept of the Championship as well as with the rules set forth for access control as per Clauses 23 and 24 of this Agreement.
- 25.1.4 The Organising Association shall be responsible for obtaining at its cost all necessary permissions for the execution of all rights and duties in connection with Ticketing in the host country.
- 25.1.5 Commercial Affiliates are the only entities allowed to use and distribute Tickets for promotions as a premium, give away or prize in a competition or sweepstakes. Participating National Associations must not provide Tickets to their commercial affiliates for commercial and/or promotional purposes.
- 25.1.6 FIFA and the Organising Association shall take every necessary measure in order to prevent abuse of Tickets in any way, such as scalping, unauthorised Ticket sale, distribution, resale, sweepstakes and commercial promotions of third parties not having been granted the respective rights.
- 25.1.7 If the Organising Association becomes aware of abuse, unauthorised advertisement, or unauthorised commercial use of Tickets, they shall bring this information immediately to the attention of FIFA.

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25.1.8 FIFA will set forth and implement a rights protection programme for the Championship including the rights protection in connection with Ticketing. The Organising Association shall at all times fully support and implement such steps as are directed by FIFA and as set forth in the respective agreements; including the distribution of cease and desist letters, in respect of all infringement of rights in connection with Ticketing, including the Ticketing Policy and the Ticket Terms and Conditions.

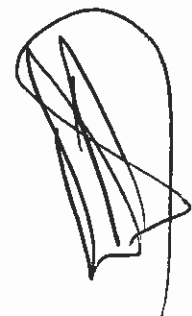
25.1.9 All provisions of this Clause and of other Clauses to which reference is made herein shall apply for Official Events to the extent possible as determined by FIFA at its sole discretion.

25.2 Ticketing Policy

25.2.1 By 31 December 2007 FIFA shall issue the Ticketing Policy (Annex 25.2.1).

25.2.2 In the Ticketing Policy, FIFA shall set forth the fundamental rules related to Ticketing of the Championship, including:

- (a) Seat, block and seat category allocation
- (b) Allocation of Tickets to groups
- (c) Seat inventory management
- (d) Ticket design, layout and technology
- (e) Ticket production, distribution and sales
- (f) Ticket prices, sales and payment conditions
- (g) Technical and other infrastructure
- (h) Sales restrictions
- (i) Compliance with FIFA's graphic standards and rights granted to Commercial affiliates
- (j) Ticketing rights protection and enforcement
- (k) Costs and revenues



25.2.3 The Organising Association is obliged to fully comply with and implement the Ticketing Policy, FIFA's ticketing concept and any other FIFA Regulations and directives, as issued by FIFA at its sole discretion.

25.2.4 FIFA and the Organising Association shall take all necessary measures to ensure that the Ticketing Policy is enforceable and will be enforced on all entities involved in the Ticketing of the Championship to the extent applicable. For this purpose and to the extent possible, the Ticketing Policy shall be made an integral part of any and all contracts entered into for the Ticketing of the Championship.

25.2.5 The content of this Agreement may be amended by the Ticketing Policy, FIFA's Ticketing concept, or any FIFA Regulations and directives regarding Ticketing or by amendments to this Agreement. In case of conflicts and/or contradictions, the content of the Ticketing Policy, FIFA's Ticketing concept, or any FIFA Regulations and directives regarding Ticketing or an amendment to this Agreement shall prevail, whichever has been issued and/or agreed upon later.

25.3 Seat and Ticket Allocation

25.3.1 The seating plans of the Stadiums (in accordance with Clause 14.5.5) shall be provided by the Organising Association as soon as the data is available or by 15 October 2009 at the latest based on the Stadium Plans

25.3.2 Each seat of each Stadium shall be allocated a Ticket.

25.3.3 As a part of the Ticketing, FIFA shall define the seat and Ticket categories and allocate the seats in each Stadium to the respective category.

25.3.4 A certain quota of Tickets for each Match and Official Event (as stipulated in the Ticketing Policy) shall be allocated to the following groups to be acquired at face price or free of charge:

- (a) FIFA
- (b) Organising Association
- (c) Participating National Associations
- (d) National Associations affiliated to FIFA
- (e) Commercial Affiliates and Broadcast Rights Holders


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(f) Holder of the Commercial Hospitality Rights

25.3.5 FIFA reserves the right to define other groups in the Ticketing Policy.

25.3.6 FIFA shall determine on the number of Tickets, location of the seats and the conditions under which the Tickets are allocated to these groups in the Ticketing Policy in accordance with FIFA's Protocol and contracts with the Commercial Affiliates and Broadcast Right Holders to be communicated in the Marketing Annex.

25.3.7 FIFA shall especially determine in the Ticketing Policy the allocation of complimentary Tickets and Tickets at face price to the respective groups and in the respective quantities. In addition, FIFA shall decide which group shall have the right to re-sell Tickets. FIFA may, in the Ticketing Policy, at its sole discretion allocate Tickets to further parties if required for the staging and hosting of the Championship.

25.4 Ticket Terms and Conditions

25.4.1 By 31 July 2008 FIFA shall, in collaboration with the Organising Association, issue the Ticket Terms and Conditions (Annex 25.4.1).

25.4.2 The Ticket Terms and Conditions shall set forth the rules applicable to any and all holders of Tickets for Matches and Official Events in connection with the acquisition and use of the Ticket as well as with the access to the Stadiums and other Controlled Access Sites. The Organising Association shall provide to FIFA any specific Stadium provisions that must be considered for inclusion in the tickets terms at least 30 days prior to final approval of the Ticket Terms and Conditions.

25.4.3 The Ticket Terms and Conditions shall, at a minimum, contain statements that reflect the following:

- (a) Tickets cannot be used for promotional and/or commercial purposes
- (b) The holder of the Ticket may not take any dangerous, commercial, political or religious item into the Stadium
- (c) The Organising Association reserves the right to refuse entry to the Stadium or to eject from the Stadium anyone attempting to breach or breaching any and all Ticket Terms and Conditions
- (d) The sales restrictions of the Ticketing Policy



25.4.4 FIFA and the Organising Association shall take all measures and ensure that the Ticket Terms and Conditions are brought to the attention of every holder of a Ticket prior to acquiring a Ticket or a derivate thereof.

25.4.5 FIFA and the Organising Association shall collaborate to enforce the Ticket Terms and Conditions on any Ticket holder. For avoidance of doubt, any measures with regard to Stadium access, especially refusal and access control, shall be the responsibility of the Organising Association in accordance with Clause 24.

25.5 Ticket Revenues

25.5.1 The Organising Association shall receive the net ticket revenues actually received by FIFA from all Tickets that have been sold, i.e. the base price, meaning the face price of the Ticket less: (i) any applicable taxes (e.g. turnover tax, VAT, consumption tax, sales tax or other levies; (ii) any Ticketing agency/management fee and/or other fees (e.g. all kind of handling fees), (iii) charge backs by consumers, or refunds provided, excluding any charges for complimentary Tickets provided to Broadcast Rights Holders, Commercial Affiliates, the FIFA Delegation and guests of FIFA.

25.5.2 For avoidance of doubt, the revenues form the sale of Commercial Hospitality shall not form a part of the Ticketing revenues but the revenues from the sale of Tickets to the purchasers of Commercial Hospitality in accordance with 25.5.1.

25.6 Option of FIFA to transfer to Ticketing responsibility to the Organising Association

25.6.1 At FIFA's option and sole decision, to be taken at its sole discretion, the Organising Association shall assume the full or partial operational and managerial responsibility for the Ticketing of the Championship in accordance with this Agreement, the Ticketing Policy, FIFA's Ticketing concept, as well as all other respective FIFA Regulations and directives.

25.6.2 By 31 March 2007, the Organising Association shall provide FIFA with a detailed Ticketing concept if it wishes itself to submit a proposal regarding assuming the responsibility for Ticketing. The parties, however, acknowledge that FIFA is also entitled to transfer the full or partial operational and managerial responsibility for Ticketing to the Organising Association if the Organising Association does not submit a proposal.

25.6.3 The Ticketing concept of the Organising Association shall consider, and where appropriate address, the points detailed in Clause 25 of this




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Agreement as well as FIFA's Ticketing Policy, including but not limited to:

- (a) Seat allocation in the Stadiums (categories, blocks, seats)
- (b) Proposed price categories for each Stadium and for the different stages of the Championship. The prices proposed should be based on corresponding market research.
- (c) An organisational structure and timetable for the management and organisation of Ticketing including production, sales, distribution, delivery and general management and operations.
- (d) Security aspects regarding ticket sales
- (e) Business plan, terms and conditions for Ticketing
- (f) Ticketing infrastructure (including technical and computerised Ticketing management system and interfaces to the IT Solution) and human resources
- (g) Timetable and specifications of ticket printing, distribution and delivery
- (h) Costs for Ticketing management and operation and revenues
- (i) Design and layout of Tickets
- (j) Compliance with the applicable national and supra-national law and Ticketing rights protection.

25.6.4 As stated above, FIFA may determine, at its sole discretion whether or not, and respectively to what extent, to entrust the Organising Association with the Ticketing management and operation. In the affirmative, FIFA and the Organising Association shall enter into a specific Ticketing agreement. For the avoidance of doubt, the Organising Association shall not receive any specific compensation from FIFA for the Ticketing management and operation if FIFA exercises its option.

25.6.5 FIFA shall have no obligation at all to accept the proposal, whether or not it represents the conditions set forth in Clause 25 of this Agreement. FIFA shall not compensate the Organising Association for any costs and expenses in connection with the preparation of the Ticketing concept. FIFA may at all times require further documents and guarantees as well as execute any and all inspections and audits and other measures deemed necessary for the

decision regarding the Organising Association's option. The Organising Association shall fully cooperate and provide all necessary information and documents requested by FIFA and or a third party entrusted by FIFA with the respective inspections and audits.

25.6.6 The Ticketing concept of the Organising Association is subject to approval by FIFA.

25.6.7 FIFA may direct the Organising Association to amend the Ticketing concept at all times, prior and after the approval.

25.6.8 If selected and required by FIFA, the Organising Association shall, in conjunction with FIFA, prepare guidelines and a schedule regulating domestic and international sales and the distribution of Tickets. No Ticket reservations may be made or confirmed by the Organising Association without the approval of FIFA. In such case, the Organising Association and FIFA shall devise a joint concept for selling the Tickets using computer technology that is sufficient to meet FIFA's requirements.

25.6.9 If the Organising Association is entrusted by FIFA with Ticketing management and operation, FIFA retains the option to fully or partly take over competence and responsibility for the Ticketing management and operations, at any point, if FIFA considers the success of the Ticketing activities as being questioned.

25.6.10 If FIFA does not entrust the Organising Association with Ticketing management and operation, then the Organising Association shall fully cooperate in all aspects of Ticketing by FIFA. Without limiting the generality of the foregoing statement, the Organising Association will, at no cost for FIFA: (a) assist in the promotion of Ticket sales pursuant to a Ticketing concept developed by FIFA; (b) refer all inquiries that it receives for Tickets to FIFA; (c) participate, to the extent desired by FIFA and as required for the success of the Championship, in all phases of Ticketing including the implementation and execution of the Ticketing operations; (d) include approved contact information and sales related data for Ticketing in all informational and other appropriate official publications prepared by the Organising Association; (e) notify FIFA regarding all proposed security measures which could impact Ticketing operations as far in advance as possible, at least prior to the commencement of operations of a particular area; (f) provide, on a timely basis and in a format to be mutually approved by FIFA and the Organising Association, all materials to accompany Tickets that are sent to Ticket purchasers, including without limitation, Stadium information and directives, gate opening and closing times, prohibited items terms required by the owners of the Stadiums, etc.



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- h) FIFA Marks and Championship Marks as directed by FIFA
- i) The name (URL) of the official FIFA event website (or a respective sub-site or another official FIFA new media event channel where Tickets are sold)

Reverse of Tickets:

- a) Stadium diagram showing the different sections (FIFA may decide to have the Stadium diagram printed in a separate attachment/booklet to be delivered together with the Ticket)
- b) Security provisions
- c) Logos of the Commercial Affiliates, if agreed so by FIFA
- d) The Ticket Terms and Conditions. In the event the size of the Ticket does not permit the Ticket Terms and Conditions to be fully included, the Organising Association may request FIFA to implement other means of presenting of such information on the Ticket.

25.8.3 For the avoidance of doubt, the design and layout of the Tickets is subject to FIFA's respective requirements, guidelines, policies, graphic standard, directives and prior approval. The production of the Tickets is subject to FIFA's specific prior written approval of the layout and design.

25.9 Data Protection

25.9.1 All data in connection with the Ticket management, sales and/or distribution shall be collected, stored by and provided to FIFA by the Organising Association and involved parties in accordance with the applicable law and the Ticket Terms and Conditions.

25.9.2 Insofar as it is legally possible, all collected data remains the sole property of FIFA. The commercial exploitation of customer data is subject to applicable laws and FIFA's explicit written approval. The Organising Association shall co-operate with FIFA to enable the commercial exploitation in accordance with applicable laws in accordance with applicable laws and it shall execute, in particular, all necessary documents.

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26. ACCREDITATION

26.1 Definition

26.1.1 Accreditation shall set forth the system and the procedure according to which access to the Stands as well as appropriate areas other than the Stands may be granted to persons officially connected with the Championship in accordance with the function of these persons.

26.1.2 Accreditation shall at all times comply with Ticketing, Security and Protocol of the Championship.

26.2 Responsibilities

26.2.1 The Organising Association shall, at it's own cost, be fully responsible for the planning, management, implementation and operation of the Accreditation under the overall control and at the directives of FIFA.

26.2.2 The Organising Association shall ensure that an efficient Accreditation service of highest professional standard is provided in accordance with this Agreement and in particular with Clause 14 of the List of Requirements and the terms set out below.

26.2.3 The Organising Association shall ensure the collaboration of the relevant government authorities, if necessary.

26.2.4 The relevant security services shall be consulted when devising the accreditation process to ensure that the system conforms to security and legal requirements and practices and that it fulfils the highest professional standard.

26.2.5 The Organising Association shall ensure that any accredited entity or person is obliged to respect FIFA's, the Commercial Affiliates' and the Broadcast Rights Holders' rights and the rights of any other entity which has been granted respective rights by FIFA.

26.3 Accreditation Categories, Areas and Times

26.3.1 The definition of the various Accreditation categories and areas shall be largely based upon experiences gathered at previous events and may be divided into sub-categories. Details of the persons belonging to the FIFA

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Delegation will be provided in due course by FIFA.

26.3.2 The Organising Association shall provide the necessary number of accreditations for all necessary persons and categories as determined by FIFA.

26.3.3 Accreditation shall be provided for the following categories of persons:

- (a) FIFA Delegation members
- (b) Match officials (referees, assistant referees)
- (c) Team delegations (players, officials)
- (d) FIFA guests of honour and other invited persons
- (e) members of the Local Organising Committee
- (f) representatives of the Commercial Affiliates and the Broadcast Rights Holders (including the Host Broadcaster, the FIFA Broadcast Partner and the FIFA Marketing Partner)
- (g) Media (to be distinctly divided into: press, photographers, radio and television)
- (h) Host Broadcaster
- (i) Stadium employees and officials
- (j) security personnel
- (k) medical personnel
- (l) service providers (office, transport, hostesses, catering, etc.)
- (m) other persons permitted by FIFA
- (n) volunteers

26.3.4 The Organising Association shall not accredit any individual to access any Controlled Access Sites except in conformity with the Accreditation system.


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