

## Government Guarantee No. 1

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

### **Government Guarantee No. 1 ("Guarantee") Visa and Entry Procedures**

Dear Mr President

In relation to **[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]** taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the **[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]**;

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;

- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or or any other competitions organised by, or under the auspices of, FIFA.

**FIFA Contractors** – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

**FIFA Confederations** – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

**FIFA Host Broadcasters** – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

**FIFA Listed Individuals** – any individuals accredited to the Events by FIFA, and/or appointees of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public);

**FIFA Member Associations** – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not

participating in either or both the Competitions, and including the Hosting Association;

**FIFA Service Providers** – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA’s appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA’s accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;
- b) FIFA’s transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c) FIFA’s tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d) FIFA’s ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e) FIFA’s hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f) FIFA’s IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
- g) providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. Issuance of Visas**

The Netherlands, represented by its Government, represents, warrants, ensures and guarantees to FIFA for the purposes of entry into and exit from the Netherlands, and for a period commencing on the date of this Guarantee and ending on **[31 December 2018 /31 December 2022]**, that entry visas and exit permits shall be issued unconditionally and without any restriction and, where issuance of formal visas or permits is not required, the right to entry to and exit from the Netherlands, shall be granted unconditionally and without any restriction, and regardless of nationality, race or creed, to:

- (i) FIFA / FIFA Subsidiaries staff and officials and members of the FIFA delegation, including match officials;
- (ii) FIFA Confederations staff and officials and FIFA Member Associations staff and officials;
- (iii) Hosting Association and LOC staff and officials;
- (iv) FIFA Service Providers staff and officials;
- (v) FIFA Host Broadcasters, FIFA Commercial Affiliates and FIFA Contractors staff and officials;
- (vi) FIFA Listed Individuals;
- (vii) other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Competitions and/or Events; and
- (viii) Hospitality customers and spectators of the Competitions and/or Events, and all individuals who can demonstrate any involvement in the Competitions and/or Events;

provided that they are entering the Netherlands in connection with any Competitions and/or Events related activities.

The Netherlands represents and guarantees to FIFA and ensure that no entry visa and exit permit costs and charges or other related costs or expenses will be charged to any of the persons or entities outlined above and that all entry visa and exit permits are issued without delay. In particular, the Netherlands agrees to provide expeditious and high quality administrative assistance to the persons and entities listed in Sections (i)-(viii) and to nominate a single point of contact to co-ordinate all visa requests.

The Netherlands represents and guarantees to FIFA that persons wishing to attend the Competitions and/or Events will not be denied entry visas or entry without satisfying FIFA that important reasons exist, in any particular case, to withhold the issuance of an entry visa or to not allow entry.

With respect to the individuals listed in Sections (i)-(ii) above, the Netherlands agrees to provide priority treatment through the provision of special immigration, customs and check-in procedures. The Netherlands also agrees to devise a strategy for implementing such objectives of expedited customs and check-in processing. Such strategy shall particularly provide for appropriate hierarchies of treatment for senior members of FIFA, FIFA Subsidiaries, and the FIFA delegation.

### **C. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understands that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

**the Netherlands**

## Government Guarantee No. 2

[The Government Declaration (including letterhead) to be provided in English]

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr. Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

[Place/date]

### **Government Guarantee No. 2 ("Guarantee") Work Permits**

Dear Mr President

In relation to [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™] taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™];

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;

- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or or any other competitions organised by, or under the auspices of, FIFA.

**FIFA Contractors** – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

**FIFA Confederations** – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

**FIFA Host Broadcasters** – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

**FIFA Listed Individuals** – any individuals accredited to the Events by FIFA, and/or appointees of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public).

**FIFA Member Associations** – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

**FIFA Service Providers** – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA's appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory

- of hotel rooms, office space and other facilities offered by several accommodation providers;
- b) FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
  - c) FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
  - d) FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
  - e) FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
  - f) FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
  - g) providers of services or goods that are required for the Events, provided that the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest;

**Work Permits** – any work or employment permits, and/or other permits in connection with staying and working in the Netherlands that may be required under local laws to enable foreign nationals to work in the Netherlands.

## **B. Issuance of Work Permits**

If Work Permits are required under local laws to enable foreign nationals to work in the Netherlands, the Netherlands will ensure that valid Work Permits are issued unconditionally and without delay and regardless of nationality, race or creed, to:

- (i) FIFA / FIFA Subsidiaries staff and officials and members of the FIFA delegation, including match officials;
- (ii) FIFA Confederation and FIFA Member Associations staff and officials;
- (iii) Hosting Association and LOC staff and officials;
- (iv) FIFA Service Providers staff and officials;
- (v) FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors staff and officials;
- (vi) FIFA Listed Individuals;

- (vii) other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Competitions and/or Events; and
- (viii) all individuals who can demonstrate their involvement in the staging and hosting of the Competitions and/or Events;

provided that they are entering the Netherlands in connection with Competitions and/or Events related activities.

### **C. Further Undertakings**

The Netherlands further represents and guarantees to FIFA and ensure that the applicability of any existing labour legislation (such as limitations on working hours or the use of non-trade union labour) which could restrict any of the above persons from performing their Competitions and/or Events related duties or activities in full shall be suspended in relation to the individuals outlined above for a period commencing on the date of this Guarantee and concluding on **[31 December 2018 / 31 December 2022]**.

Furthermore, the Netherlands agrees to provide expeditious and high quality administrative assistance, at no cost to FIFA or the persons listed in Sections (i)-(vii), and to nominate a single point of contact to co-ordinate all Work Permit requests or other labour law related issues.

### **D. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of Netherlands understands that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

**the Netherlands**

## Government Guarantee No. 3

[The Government Declaration (including letterhead) to be provided in English]

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr. Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich,  
Switzerland

[Place/date]

### **Government Guarantee No. 3 ("Guarantee") Tax Exemption**

Dear Mr President

In relation to [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™] taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™];

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;

- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights of whatever nature in connection with FIFA and/or the Events and/or any other FIFA competitions.

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA.

**FIFA Contractors** – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

**FIFA Confederations** – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

**FIFA Host Broadcasters** – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

**FIFA Listed Individuals** – any individuals accredited to the Events by FIFA, and/or appointees of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (no including the general public);

**FIFA Member Associations** – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

**FIFA Service Providers** – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA’s appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA’s accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;
- b) FIFA’s transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c) FIFA’s tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d) FIFA’s ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e) FIFA’s hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f) FIFA’s IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
- g) providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the actual or budgeted costs necessary for providing such services or goods;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**Individuals Tax(es)** – any Taxes which are directly or indirectly levied from or fully or partially borne by individuals in the Netherlands by federal, state, municipal or local authorities or by any other authorities or bodies in the Netherlands on any level including, but not limited to Taxes in relation to income, wealth, capital, property, social security, gainful activity, dividends, capital gains, pension funds, retirement schemes, import and export, value-added taxes, sales taxes, turnover taxes, ad valorem taxes as well as any interest, penalties, costs and expenses reasonably related thereto.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest;

**Tax(es)** – any forms of current or future direct and indirect taxation and statutory, governmental and state duties, charges, fees, levies or other assessments, imposts and contributions, which are or will be levied in the Netherlands by federal, state, municipal or local authorities or by any other authorities or bodies in the Netherlands on any level including, but not limited to, income taxes (personal or corporate), capital taxes, property taxes, wealth taxes, stamp duties (both on the issuance

and on the transfer of securities), gains taxes, withholding taxes, dividend taxes, source taxes, real estate taxes, betterment taxes, value-added taxes, turnover taxes, sales taxes, ad valorem taxes, customs duties, import and export taxes or duties, environment taxes, taxes on financial transactions, social security contributions, pension fund obligations, retirement scheme obligations as well as any interest, penalties, costs and expenses reasonably related thereto.

## **B. Full Tax Exemption of FIFA and FIFA Subsidiaries**

1. FIFA and/or FIFA Subsidiaries, irrespective of whether resident in the Netherlands or not, will be fully exempt from any Taxes in the Netherlands. FIFA and/or FIFA Subsidiaries will be treated as fully Tax exempt entities. The full Tax exemption is not limited to the Events and is not limited time-wise.
2. The exemption stated in this section shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by or to FIFA and/or FIFA Subsidiaries.
3. This shall, in particular and without limitation, mean:
  - a) No Taxes will be levied on any profits made by FIFA and/or FIFA Subsidiaries;
  - b) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made to FIFA and/or FIFA Subsidiaries;
  - c) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by FIFA and/or FIFA Subsidiaries;
  - d) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by FIFA and/or FIFA Subsidiaries;
  - e) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported to FIFA and/or FIFA Subsidiaries;
  - f) Where in exceptional cases for practical reasons in a first phase Taxes are levied on services rendered or goods delivered to FIFA and/or FIFA Subsidiaries (value added taxes, sales taxes or the like), FIFA and/or FIFA Subsidiaries are entitled to full refund of such Taxes based on an easy refund procedure.
4. The exemption stated in this article includes any Taxes, presently existing or to be created in the future.

## **C. Events Related Full Tax Exemption of LOC, FIFA Confederations, FIFA Member Associations, FIFA Host Broadcaster, FIFA Service Providers**

1. The entities listed below, irrespective of whether resident in the Netherlands or not, will be fully exempt from any Taxes in the Netherlands related to any and all taxable events, carried out in the Netherlands or abroad, to the extent that they are directly or indirectly related to any of the Events. Related to the Events, the entities listed below will be treated as fully tax exempt entities. The Events related full Tax exemption is not limited time-wise. The entities are the following:
  - a) LOC;

- b) FIFA Confederations;
  - c) FIFA Member Associations, including Hosting Association;
  - d) FIFA Host Broadcaster; and
  - e) FIFA Service Providers.
2. The exemption stated in this section shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by or to the entities listed in this section.
3. This shall, in particular and without limitation, mean:
- a) No Taxes will be levied on any profits made by the entities listed in this section;
  - b) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made to the entities listed in this section;
  - c) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by the entities listed in this section;
  - d) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by the entities listed in this section;
  - e) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported to the entities listed in this section;
  - f) Where in exceptional cases for practical reasons in a first phase Taxes are levied on services rendered or goods delivered to the entities listed in this section (value added taxes, sales taxes or the like), the entities listed in this section are entitled to full refund of such Taxes based on an easy refund procedure.
4. The exemption stated in this section includes any Taxes, presently existing or to be created in the future.

#### **D. Limited Tax Exemption of FIFA Contractors**

1. Any FIFA Contractors established, incorporated or organized in a foreign country which carries out activities or operations in the Netherlands related to the Events or which has an Event related presence in the Netherlands before and/or during the Events, in accordance with an agreement with FIFA, a FIFA Subsidiary or any entity appointed by FIFA, will neither be deemed as having set up a permanent establishment in the Netherlands nor as qualifying for any other sort of Tax residency in the Netherlands.
2. Without any precondition, an exemption is granted to the FIFA Contractors from any and all Taxes levied on importation or exportation or transportation of goods, services or rights related to the Events, to the extent such goods, services or rights are imported for (i) consumption or use in the Netherlands by the FIFA Contractors themselves, or (ii) for use in the Netherlands by the FIFA Contractors with subsequent re-export, or (iii) for use in the Netherlands by the FIFA Contractors with subsequent donation to sports entities or other legal entities whose purposes are related to the practice of sports and social development or to charity institutions.
3. The exemption stated in this section includes any Taxes, presently existing or to be created in the future. The Tax exemption is not limited time-wise.

## **E. Individuals Tax Exemptions**

1. Individuals employed or otherwise hired by FIFA, a FIFA Subsidiary, the LOC, FIFA Confederations, FIFA Member Associations, FIFA Host Broadcasters, FIFA Service Providers, regardless whether these individuals are deemed as Tax residents in the Netherlands or not, shall not be subject to payment of Individuals Taxes on payments, fringe benefits, reimbursements and any other sort of compensation received from one of the entities above which is not resident in the Netherlands, but only as regards to payments, fringe benefits, reimbursements and any other sort of compensation received until December 31 of the second year following the year of the Competitions.
2. A full Individuals Tax exemption is granted to the FIFA Listed Individuals, contemplated or not in paragraph 1 of this section, who enter and leave the Netherlands within the period commencing 60 (sixty) days before the first match of, and ending 60 (sixty) days after the final match of any Competition, for Individuals Taxes levied on the compensation received by them, in cash or otherwise, including through the delivery of services or goods, from entities which are not residents of the Netherlands, provided that such individuals have not expressed the intention to permanently reside in the Netherlands.
3. Any contribution in kind, fringe benefits or reimbursement of expenses (including allowances) to volunteers who assist in the organization or realisation of any of the Events shall not be deemed as taxable income for any purpose in the Netherlands.
4. The exemption included in this section includes any Individuals Taxes, presently existing or to be created in the future.

## **F. Miscellaneous**

1. Whenever there is a reference in this Guarantee to any exemption of Taxes, any corresponding ancillary, declaration or reporting obligation of the Tax exempt party shall also be waived (in particular, but not limited to the filing of Tax returns, audited accounts, etc.).
2. FIFA will notify on an ongoing basis the Tax authorities of the Netherlands about the individuals and legal entities which shall be entitled to the exemptions under this Guarantee.
3. The provisions containing specific exemptions in this Guarantee shall in no way be interpreted as to limit the other exemptions set forth in other provisions of this Guarantee.
4. Any refund contemplated in this Guarantee in relation to Taxes shall be based on a simple request procedure to be presented at one single point of contact to the Tax authorities of the Netherlands.
5. The exemptions contemplated in this Guarantee shall apply to taxable events and activities occurring as of the signing of this Guarantee.

## **G. Indemnification**

Should any of the parties listed in this Guarantee suffer any direct and/or indirect imposition of Taxes as envisaged herein pursuant to the non-compliance with this Guarantee, the Netherlands shall indemnify and hold them harmless up to the amount of such Tax.

## **H. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understand that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

**the Netherlands**

## Government Guarantee No. 4

[The Government Declaration (including letterhead) to be provided in English]

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

[Place/date]

### **Government Guarantee No. 4 ("Guarantee") Safety & Security**

Dear Mr President

In relation to [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™] taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represent, warrant, ensure and guarantee to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™];

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;

- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA;

**FIFA Contractors** – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

**FIFA Confederations** – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

**FIFA Host Broadcasters** – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

**FIFA Listed Individuals** – any individuals accredited to the Events by FIFA, and/or an appointees of FIFA, and/or any individuals listed by FIFA, and/or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public).

**FIFA Member Associations** – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

**FIFA Service Providers** – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA's appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;
- b) FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c) FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d) FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e) FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f) FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
- g) providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbal Bond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. Safety and Security Measures**

The Government of the Netherlands and all governmental authorities of the local level will procure, at their own costs, the implementation of all necessary safety and security measures required to ensure the safety and security of:

- (i) FIFA / FIFA Subsidiaries and their staff, officials, guests, representatives and agents and members of the FIFA delegation;
- (ii) FIFA Confederations and FIFA Member Associations and their staff, officials, team members, guests, representatives and agents;
- (iii) Hosting Association and LOC and their staff, officials, team members, guests, representatives and agents, including volunteers, stewards and other stadium officials;
- (iv) FIFA Contractors and their staff, officials, guests, representatives and agents;
- (v) FIFA Listed Individuals;
- (vi) Spectators, fans, guests and hospitality customers of the Events; and

- (vii) all further individuals or entities who can demonstrate any involvement of whatever nature in the Events;

at all times, particularly, but not limited to, inside and outside the stadium, other Event locations, training sites, hotels, airports, bus stations, metro stations, train stations, other public transportation stations, media centres, accreditation centres, transportation vehicles or planes, parking areas, routes to the Event locations, training sites, fan areas, public viewing areas, all other sites, whether or not located in the cities that will host or be relevant for the Events, before, during and after the Events.

The Netherlands undertake, represent and guarantee to FIFA that all necessary armed forces of the Netherlands, as well as all necessary police, fire departments, emergency management, medical forces, anti-epidemic forces, anti-terror units, special units and intelligence units of the national and local level of the Netherlands will be available, at Dutch costs, in order to protect and secure the Events, and in order to guarantee the safety, the security and the physical health of the persons and entities mentioned in Sections (i)-(vii) above. Such armed forces as well as police, fire departments, emergency management, medical forces, anti-epidemic forces, anti-terror units, special units and intelligence units will particularly be used in order to protect, defend and safeguard the persons and entities mentioned in Sections (i)-(vii) against any violent acts, particularly hooliganism and terrorist attacks.

The Netherlands undertakes, represents and guarantees to FIFA that it shall provide all necessary police or armed forces escorts and other special protection measures at Dutch costs for the use of teams, match officials and senior members of the FIFA delegation and of FIFA, and other persons designated by FIFA for all travel in the Netherlands.

### **C. Security Concept**

The Government of the Netherlands will, at its own costs, develop and implement a detailed and comprehensive security concept which contains all necessary security and safety measures, taking into consideration, in particular but not limited to, the experiences gained at previous major sporting or cultural events worldwide, as well as local circumstances and general security considerations, in order to ensure the highest possible standard of security and safety at all times in relation to the Events. The security concept shall take into special account the fact that the FIFA World Cup is one of the most significant sporting events in the world, and draws a high level of public interest worldwide.

### **D. Costs**

The Netherlands shall be responsible to bear all costs, expenses and liabilities in relation to all security and safety measures related to the Events.

### **E. No Liability of FIFA**

The Netherlands guarantees that FIFA and its representatives, employees, agents, servicers and advisors shall not be liable for any damages, losses (including lost profits), claims, proceedings, costs or expenses (including experts' or advisors' fees) of any other parties resulting from or arising out of any security and/or safety incidents, and/or accidents in relation to the Events.

## **F. Indemnity**

The Netherlands accept full and strict liability for any and all damages of whatever nature resulting from, or arising in connection with any safety and/or security incidents, or accidents in connection with the Events.

The Netherlands shall fully indemnify, defend and hold harmless FIFA, the FIFA Subsidiaries, and all other entities or individuals mentioned in Sections B.(i)-(vii) above from and against all direct or indirect damages, liabilities, losses (including lost profits), costs and/or expenses (including experts' or advisors' 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 related to the Events, and/or any violations of the undertakings and guarantees contained in this Guarantee.

## **G. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands..

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represent and guarantee to FIFA and ensure that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understand that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirm that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

The Netherlands,

## Government Guarantee No. 5

*[The Government Declaration (including letterhead) to be provided in English]*

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

*[Place/date]*

### **Government Guarantee No. 5 ("Guarantee") Bank & Foreign Exchange Operations**

Dear Mr President

In relation to *[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™]* *[FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]* taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the *[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™]* *[FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]*;

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;

- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or or any other competitions organised by, or under the auspices of, FIFA.

**FIFA Contractors** – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

**FIFA Confederations** – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

**FIFA Host Broadcasters** – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

**FIFA Listed Individuals** – any individuals accredited to the Events by FIFA, and/or appointees of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (no including the general public);

**FIFA Member Associations** – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

**FIFA Service Providers** – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA's appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory

of hotel rooms, office space and other facilities offered by several accommodation providers;

- b) FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c) FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d) FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e) FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f) FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
- g) providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. Foreign Exchange Undertakings**

The unrestricted import and export of all foreign currencies to and from the Netherlands, as well as the unrestricted exchange and conversion of these currencies into US dollars, Euros or Swiss francs for the following entities and individuals in relation to Competitions and/or Events related financial transactions and activities:

- (i) FIFA / FIFA Subsidiaries staff and officials and members of the FIFA delegation, including match officials;
- (ii) FIFA Confederations staff and officials and FIFA Member Associations staff and officials;
- (iii) Hosting Association and LOC staff and officials;
- (iv) FIFA Service Providers staff and officials, including staff and officials;
- (v) FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors staff and officials;
- (vi) FIFA Listed Individuals;
- (vii) other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Competitions and/or Events; and

- (viii) Hospitality customers and spectators of the Competitions and/or Events, and all individuals who can demonstrate any involvement in the Competitions and/or Events.

The Netherlands represents and guarantees to FIFA that exchange of different currencies shall also be possible within the Netherlands at the conditions prevailing on the international foreign exchange market.

### **C. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensure that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understands that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government.

**The Netherlands**

## Government Guarantee No. 6

[The Government Declaration (including letterhead) to be provided in English]

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr. Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

[Place/date]

### Government Guarantee No. 6 ("Guarantee") Protection and Exploitation of Commercial Rights

Dear Mr President

In relation to [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™] taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### A. Definitions

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the [FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™];

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;

- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Commercial Affiliates** – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or or any other competitions organised by, or under the auspices of, FIFA.

**FIFA Contractors** – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

**FIFA Confederations** – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

**FIFA Host Broadcasters** – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

**FIFA Listed Individuals** – any individuals accredited to the Events by FIFA, and/or appointees of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (no including the general public);

**FIFA Member Associations** – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

**FIFA Service Providers** – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA's appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory

- of hotel rooms, office space and other facilities offered by several accommodation providers;
- b) FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
  - c) FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
  - d) FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
  - e) FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
  - f) FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
  - g) providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the actual or budgeted costs necessary for providing such services or goods;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. General Measures and Protections**

The Netherlands represents and guarantees to FIFA and ensures to FIFA that the following measures and protections will be implemented and operative on the federal, state, municipal, local and other relevant levels by no later than 1 June 2013, if necessary by the issuance of special legislation:

- (i) the establishment of special “protected” status for the Competitions and in particular for FIFA's intellectual property rights relating to the Events, such “protected” status to bestow upon the intellectual property rights to protected the equivalent rights as trademark registrations;
- (ii) the unauthorised use, reproduction, imitation, counterfeiting, or modification of any official symbols of FIFA or the Events, or any other FIFA intellectual property in relation to the Events, as well as to import, export, sell, offer, expose for sale, or conceal official symbols or products resulting from unauthorized reproduction, counterfeiting, or modification of official symbols, will be prohibited by law;

- (iii) the registration and use of domain names containing FIFA's trademarks will be prohibited by law;
- (iv) ambush marketing by association in relation to the Events and/or FIFA, namely to promote, or otherwise direct public attention to businesses, products or services in a manner that may induce third parties into erroneously believing that those products or services are approved, authorised or endorsed by FIFA, or are connected to the Events, will be prohibited by law;
- (v) ambush marketing by intrusion in relation to the Events and/or FIFA, namely to practice, organise, approve, or sponsor any promotional, advertising, or marketing activities through which one targets the audience of the Events, including ticket holders, in order to gain exposure for its businesses, products or services without authorization from FIFA, will be prohibited by law;
- (vi) any and all acts of "unfair competition" or "passing off" in relation to the Events and/or FIFA, will be prohibited by law;
- (vii) to hold, organise, approve or sponsor a commercial public viewing event related to the Events, unless expressly authorised in writing by FIFA, will be prohibited by law;
- (viii) the resale or redistribution of match tickets or Event tickets, unless expressly authorised in writing by FIFA, will be prohibited by law;
- (ix) the use of match tickets or Event tickets in advertising, sales, competitions, sweepstakes, give away, or other promotional activities, or as part of a hospitality or travel package, or the making available or advertising of match tickets or Event tickets for any such purposes, unless expressly authorised in writing by FIFA, will be prohibited by law; and
- (x) the prohibitions listed above shall be sanctioned by a suitably severe penalty to deter any deliberate breach, subject to a written demand for penalty by FIFA.

### **C. Procedural Measures and Protections**

The Netherlands represents and guarantees to FIFA and ensures to FIFA that the following procedural measures and protections will be implemented and operative on the federal, state, municipal, local and other relevant levels by no later than 1 June 2013, if necessary by the issuance of special legislation:

- (i) the implementation of expedited examination and registration procedures for all FIFA's trademark, design and (if relevant) copyright applications related to the Events;
- (ii) the implementation of expedited examination and opposition procedures for all third party trademarks, designs and (if relevant) copyright applications related to FIFA and/or the Events, filed without FIFA's written authorisation;
- (iii) the grant of special powers to local law enforcement officers to enforce the prohibitions and restrictions outlined in this Guarantee, to seize or confiscate any materials that they reasonably suspect are being used in connection with the breach, and to dispose of/destroy goods used or created in connection with the breach (upon conviction for the breach);

- (iv) the creation and enforcement of a restricted advertising and street trading zone within, and in the airspace above, a two kilometre (2 km) zone around each stadium and other official sites used for the Events, in which the right to conduct commercial activities is subject to approval by FIFA or its appointees;
- (v) the implementation of expedited enforcement procedures, including judicial procedures, in relation to the enforcement by FIFA of its legal rights in connection with the Events;
- (vi) the allocation of a suitable number of law enforcement officers to work with FIFA and physically participate in FIFA's rights protection programme, including the participation in patrol teams during the Events;
- (vii) the allocation of sufficient numbers of customs officers to properly control the importation of counterfeit and pirate goods;
- (viii) the establishment of a national rights protection programme committee to consist of members of the relevant national government departments and agencies (such as the department of trade & industry, the intellectual property office, customs service, public prosecutors office, law enforcement agencies, etc.); and
- (ix) the establishment of regional rights protection programme committees for each host city, which are to consist of regional members of the relevant bodies as above.

#### **D. Further Confirmations regarding Commercial Rights**

The Netherlands also represents and guarantees to FIFA that it unconditionally and irrevocably acknowledges FIFA's legal and beneficial, unrestricted and exclusive ownership of all media rights, marketing rights, ticketing rights, and all other commercial rights related the Events, as well as of any marks and other intellectual property rights of FIFA related to the Events.

The Netherlands further represents and guarantees to FIFA, and will ensure, that the Netherlands will pass, to the extent necessary, special laws designed to ensure full protection of FIFA's ownership of all media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property and shall provide FIFA with the support of officers of relevant authorities, such as police and customs, to assist in the protection of the media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property of FIFA.

The Netherlands also represents and guarantees to FIFA, and will ensure, that there are and will be no legal restrictions or prohibitions on the sale, advertising or distribution of FIFA Commercial Affiliates' or FIFA Contractors' products, including food and beverages, in the stadiums or other sites for the duration of the Competitions and Events and that there are and will be no legal restrictions or prohibitions on the exploitation of the media rights, marketing rights, ticketing rights, other commercial rights, marks or other intellectual property of FIFA. The Netherlands agrees that any media, marketing, ticketing or other commercial laws or regulations which interfere with, or impinge upon FIFA's exploitation of the media rights, marketing rights, ticketing rights, and other commercial rights are suspended in respect of the Competition and that FIFA may exploit such rights unfettered in the Netherlands in a manner of its own choosing. FIFA shall, in particular without limitation, have the full and exclusive control over any news access or related rights, and fully control all access and accreditation rights to any official sites.

The Netherlands also represents and guarantees to FIFA that FIFA and each of the entities outlined below shall be permitted unconditionally to conduct business activities in relation to the Events in the Netherlands:

- (i) FIFA / FIFA Subsidiaries;
- (ii) FIFA Confederations and FIFA Member Associations;
- (iii) Hosting Association and LOC;
- (iv) FIFA Service Providers;
- (v) FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors; and
- (vi) other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Events.

The entities outlined above shall be entitled, if required, free of charge and on an expedited basis, to register and establish themselves and legally-recognised commercial entities in the Netherlands, to conduct trade and other commercial activities, to lease business premises, to own property (of all kinds), to employ staff, to enter into contracts of any nature and to conduct legal action in the Netherlands against third parties.

## **E. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understands that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirm that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

**the Netherlands**

## Government Guarantee No. 7

*[The Government Declaration (including letterhead) to be provided in English]*

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr. Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

*[Place/date]*

### **Government Guarantee No. 7 ("Guarantee") Telecommunication, Information Technology**

Dear Mr President

In relation to *[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™]* *[FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]* taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the *[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™]* *[FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]*;

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;

- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. Telecommunication and Information Technology Undertakings**

The Netherlands guarantees to FIFA the availability throughout the Netherlands of a telecommunication infrastructure and all relevant services, including, but not limited to, all necessary networks (wireless and fixed line), all associated network cabling and hardware (including termination equipment), all necessary codes and all active and passive components, that will enable all required forms and volumes of telecommunication at state-of-the-art speed and degree of reliance, including wired and wireless national and international telephone, data, audio and video communications for the Competitions and/or the Events.

This telecommunication infrastructure shall conform with (i) the highest international standards and requirements applicable at the time of the Competitions and/or the Events and (ii) the specific requirements that FIFA may define from time to time.

The Netherlands guarantees that the telecommunications infrastructure shall in particular provide at least fully redundant secured high-speed, high-availability link circuits between each of the stadiums or other Event venues, the international broadcast centres, the international media centres and international gateways at bandwidth and redundancy requirements to be defined by FIFA. The infrastructure includes diverse pathways from the TV-compounds, two (2) independent primary technical areas (PTAs) at every venue and connectivity to two (2) independent telecom exchanges.

The bandwidth and redundancy set up requirements shall be, at a minimum, based at least on the same telecommunication infrastructure and international connectivity and redundant fibre and back up via satellite with several teleports that existed in any country of any previous FIFA World Cup™, in particular but not limited to Germany for the 2006 FIFA World Cup™, at minimum 60 Gbps, provided that they shall take into consideration any relevant technological developments and upgrades available until the year [2018 / 2022]. For the avoidance of any doubt, the telecommunication infrastructure includes adaptation technologies (such as end to end broadcast transmissions solutions), and as minimum include uplink for one HD channel from each venue for full duration of each match coverage, with the ability to encode the signal in accordance with the technical standards in use at

the time of the event, a downlink at the IBC with ability to receive the above signal from all matches being played at a given time, and guaranteed availability of 36 MHz-minimum satellite transponders, for duration adequate to perform the above backup transmissions.

The Netherlands also guarantees that the international audio and video connections shall provide fully reliable backup connections from the IBC to international cable networks and to the main satellites, including dual up linking facilities (at the IBC and at fixed earth stations).

The Netherlands also represents and guarantees to FIFA, and will ensure, that the users of the communications infrastructure will have at their disposal, within and between each relevant location, state-of-the-art voice and data communications technology at all Competitions and/or Events venues and offices, including, but not limited to the FIFA headquarters, referee headquarters, the FIFA venue hotels, team base camps, the international broadcast centres, and the international media centres at bandwidth and redundancy requirements defined by FIFA, and that this infrastructure will be available well in advance of the Competitions and/or the Events, in accordance with the timeline as defined by FIFA.

### **C. Costs**

All undertakings and guarantees of the Netherlands in this Guarantee, including the undertaking to provide and support the guaranteed infrastructure, shall be given to FIFA at no specific costs and expenses for FIFA, the LOC, the HCNFA, and/or the users, except that the users (other than FIFA or any of its nominees) of such telecommunication and/or information technology infrastructure may be charged user rates that are customary in the international market and internationally competitive. In addition, such used rates shall not be more expensive than at previous FIFA World Cups and at other major international sporting events. It is acknowledged that in this context, it is the comparison with similar rates which is of importance, and consequently not the cost of putting such infrastructure and services in place in the Netherlands. The telecommunication services should be marketed and packaged in a specific and relevant manner for the Events. For the avoidance of doubt, FIFA has approval right over any telecommunication rate cards. For FIFA or any of its nominees, no user rates shall be charged.

### **D. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understands that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

the Netherlands

## Government Guarantee No. 8

[The Government Declaration (including letterhead) to be provided in English]

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr. Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

[Place/date]

### **Government Guarantee No. 8 ("Guarantee") Legal Issues and Indemnification**

Dear Mr President,

In relation to *FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™ or the FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™* taking place in the Netherlands on a joint basis with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Government Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, except for Chapter F of this Guarantee under which the definitions applicable to the respective Government Guarantees shall apply, the following definitions shall apply:

**Competitions** – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™ or the FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™;

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;

- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Government Declaration** – the government “declaration” issued by the government of the Netherlands in relation to the Events, including all amendments and additions;

**Government Guarantees** – Government Guarantees numbered 1 until 8 as referred to in annex I to the Government Declaration, issued by the government of the Netherlands, in relation to the Events, including all amendments and additions.

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands;

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. National Anthems & Flags**

The national anthem of each competing team may be played before kick-off at every match and before and during any other event or ceremony in relation with the Events as well as that the national flag of each competing team may be flown and/or displayed inside the stadiums. There shall be no discrimination of whatever nature.

## **C. Indemnification**

Subject to Dutch common liability law or a more beneficial provision for the Netherlands included in any other Government Guarantee, the government of the Netherlands shall indemnify and hold harmless FIFA and the FIFA Subsidiaries for and against all justified liabilities, obligations, direct or indirect damages, which such parties may suffer or incur resulting from or arising out of any violation or breach of the Government Declaration and/or any Government Guarantee by the government of the Netherlands. The government of the Netherlands ensures that their legal framework, including the provisions regarding the cost of legal action, does not stand in the way of a due and accessible defence by any damaged party.

## **D. Costs**

The government of the Netherlands shall only bear specific costs and expenses if and to the extent as set out in explicit provisions regarding costs of the Government Declaration and the Government Guarantees.

#### **E. Specific Legal Undertakings**

The government of the Netherlands undertakes, represents and guarantees to FIFA, and will continue to ensure that:

- a) The obligations arising out of or in connection with the Government Declaration and the Government Guarantees shall be governed by, and interpreted in accordance with, the laws of the Netherlands, it however being understood that the Dutch private international law rules are excluded. The courts of the Netherlands shall have exclusive jurisdiction to settle any dispute relating to the obligations arising out of or in connection with the Government Declaration and the Government Guarantees.
- b) The provisions of the Government Declaration and all Government Guarantees are or will be, in necessary and in due time, legally binding and fully valid and rendered in proper form for their enforcement in the Netherlands. ;
- c) The Government of the Netherlands assures that no immunity of any government or any other authority shall stand in the way of a due enforcement of any proceeding by FIFA against them in relation to the Government Declaration or the Government Guarantees;
- d) The legal and judicial framework of the Netherlands shall not stand in the way of a proper execution and due performance of the obligations, undertakings, guarantees and assurances under the Government Declaration and the Government Guarantees;
- e) All necessary authorisations, consents, licences, exemptions, filings, notarisations and other requirements in connection with the execution, performance and validity of the Government Declaration and the Government Guarantees by the Government of the Netherlands has been obtained or will be obtained in due time;
- f) With respect to the provisions of other Government Guarantees, especially but not limited to Government Guarantees No. 1,2, 3 and 6, FIFA, the FIFA Subsidiaries, and all their representatives, employees, advisors, agents, licensees, appointees and service providers will not be deemed to be resident, domiciled or carrying on any commercial activity in the Netherlands and Belgium, as a result only of their activities, agreements, or exercise of any rights or obligations related to the Events.

#### **F. Interpretation, implementation and scope of Government Guarantees 1 to 7**

This Chapter F further specifies the meaning, interpretation and scope of specific provisions in Government Guarantees 1 to 7.

For the purposes of this Chapter F, the following definitions shall apply, in addition to the definitions applicable to the respective Government Guarantees:

**Government Declaration** – the government “declaration” issued by the government or heads of government of the Netherlands in relation to the Events, including all amendments and additions;

**Government Guarantees** – Government Guarantees numbered 1 until 8 as referred to in annex I to the Government Declaration, issued by the government or heads of government of the Netherlands, in relation to the Events, including all amendments and additions.

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in any Government Guarantee (including Guarantee No. 8, apart from Chapter F), Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

### **1) Government Guarantee No. 1. - Visa and Entry Procedures**

This Guarantee may never lead to any form of illegal immigration.

Chapter B (Issuance of visas) of Government Guarantee No. 1 is replaced as follows:

1. Insofar as the participants and visitors are subject to an entry visa, the diplomatic missions of the Netherlands shall grant visas in an expeditious and service-oriented manner in conformity with EU/Schengen regulations. Visas shall be granted free of charge to the accredited members of official delegations (e.g. the FIFA delegation, the delegations from the participating national associations, the Official FIFA partners, the Official LOC Suppliers) and media representatives, as mentioned in sections (i)-(vii) of Guarantee No.1 sub B.
2. With respect to the individuals listed in Sections (i)-(ii) of Guarantee No.1 the government of the Netherlands agrees to provide the highest level of facilitation at the border in conformity with EU/Schengen regulations.
3. FIFA shall be informed – in conformity with Dutch law - in case a visa of an accredited member listed in Sections (i)-(vii) will be refused or has been refused. However, a written consent of the involved visa applicant will be needed before personal information about the refusal can be passed on to FIFA.

### **2) Government Guarantee No. 2. – Work Permits**

This Guarantee may never lead to any form of illegal immigration.

#### **1) Government Guarantee No. 2. - Work Permits**

Government Guarantee No. 2 solely encompasses any temporary work or employment permits, and/or other permits in connection with working in the Netherlands that may be required under local laws to enable foreign nationals to work in the Netherlands.

#### **B. Issuance of Work Permits**

As far as the delivery of work or employment permits is concerned under Chapter B of Government Guarantee No. 2; in case such a permit is mandatory according to applicable legislation these permits shall be delivered regardless of nationality, race or creed without labour market inquiry and within a period of 15 working days.

#### **C. Further Undertakings**

1. As far as the application of labour law is concerned under Chapter C of Government Guarantee No. 2; the government of the Netherlands guarantees to FIFA that the existing regulations based on labour law do not stand in the way of the work performed by the individuals outlined in Chapter B of Government Guarantee No. 2. The government of the Netherlands will provide FIFA with an overview of the existing rules concerning working time arrangements.

2. In respect of the competences of all relevant authorities, a single point of contact will coordinate all Work Permits requests or other labour law related issues under Government Guarantee No. 2.

### **3) Government Guarantee No. 3.- Tax Exemption**

This Guarantee may never lead to any form of tax evasion or tax fraud.

Government Guarantee No. 3 will be carried out in conformity with and within the existing legal framework of the relevant and applicable international law, as stated in tax conventions, legislation and regulations, including those implementing European directives. Taxes due to the international law, will be refunded by the Netherlands.

### **4) Government Guarantee No. 4. – Safety and Security**

#### **B. Safety and Security Measures**

Chapter B of Government Guarantee No. 4 is replaced as follows:

The Government of the Netherlands, together with Belgium, and all governmental authorities of the federal, state and local level will procure, in close cooperation with the LOC, the coordination and implementation of all necessary safety and security measures required to ensure the safety and security of:

- (i) FIFA / FIFA Subsidiaries and their staff, officials, guests, representatives and agents and members of the FIFA delegation;
- (ii) FIFA Confederations and FIFA Member Associations and their staff, officials, team members, guests, representatives and agents;
- (iii) Hosting Association and LOC and their staff, officials, team members, guests, representatives and agents, including volunteers, stewards and other stadium officials;
- (iv) FIFA Contractors and their staff, officials, guests, representatives and agents;
- (v) FIFA Listed Individuals;
- (vi) Spectators, fans, guests and hospitality customers of the Events; and
- (vii) all further individuals or entities who can demonstrate any involvement of whatever nature in the Events;

at all times, particularly, but not limited to, inside and outside the stadium, other Event locations, training sites, hotels, airports, bus stations, metro stations, train stations, other public transportation stations, media centres, accreditation centres, transportation vehicles or planes, parking areas, routes to the Event locations, training sites, fan areas, public viewing areas, all other sites, whether or not located in the cities that will host or be relevant for the Events, before, during and after the Events.

The Government of the Netherlands, together with Belgium, undertakes, represents and guarantees to FIFA that all necessary armed forces, as well as all necessary police, fire departments, emergency management, medical forces, anti-epidemic forces, anti-terror units, special units and intelligence

units of the federal, state and local level will be available, in order to protect and secure the Events, and in order to guarantee the safety, the security and the physical health of the persons and entities mentioned in Sections (i)-(vii) above. Such armed forces as well as police, fire departments, emergency management, medical forces, anti-epidemic forces, anti-terror units, special units and intelligence units will particularly be used in order to protect, defend and safeguard the persons and entities mentioned in Sections (i)-(vii) against any violent acts, particularly hooliganism and terrorist attacks.

The Government of the Netherlands, together with Belgium, undertakes, represents and guarantees to FIFA that they will provide all necessary police or armed forces escorts and other special protection measures for the use of teams, match officials and senior members of the FIFA delegation for all travel in the Netherlands and Belgium if this is necessary as a result of a dynamic risk assessment by the competent authorities.'

#### C. Security Concept

Chapter C of Government Guarantee No. 4 is replaced as follows:

'The Minister of the Interior of the Netherlands, together with the Minister of the Interior of Belgium, will develop and implement a detailed and comprehensive concept which contains all necessary safety and security measures, taking into consideration, in particular but not limited to, the experiences gained at previous major sporting or cultural events worldwide, as well as local circumstances and general security considerations, in order to ensure the highest possible standard of security and safety at all times in relation to the events. The safety and security concept shall take into special account the fact that the FIFA World Cup is one of the most significant sporting events in the world, and draws a high level of public interest worldwide.

In relation to the Dutch and Belgian candidature for the FIFA Confederations Cup 2017/2021 and 2018/2022 FIFA World Cup™, an integrated multi-agency safety and security concept is a cornerstone for a successful tournament. The Minister of the Interior of the Netherlands, together with the Minister of the Interior of Belgium, can guarantee that safety, security and welfare of all those involved in the tournament is an absolute priority.

The Minister of the Interior of the Netherlands, together with the Minister of the Interior of Belgium, can therefore ensure and guarantee that they will, in close cooperation with the LOC and FIFA, elaborate an integrated safety and security concept, and that they will coordinate the implementation of this concept at bi-national, national and local level. The multi-agency safety and security concept will contain all necessary measures to ensure the safety and security of all of those involved in the FIFA Confederations Cup 2017/2021 and 2018/2022 FIFA World Cup™, with special attention to those (groups of) persons and places which require so on the basis of a dynamic risk analysis.'

#### D. Costs

Chapter D of Government Guarantee No. 4 is replaced as follows:

'The competent authorities of the Netherlands will make the necessary arrangements with the LOC concerning all justified costs, expenses and liabilities in relation to the security and safety measures in relation to the events.'

#### E. Liability of FIFA

Chapter E of Government Guarantee No. 4 is replaced as follows:

'In accordance with Dutch law, the LOC and the competent authorities of the Netherlands will make the necessary arrangements concerning justified liability for any damages, losses (including lost profits), claims, proceedings, costs or expenses (including experts' or advisors' fees) of any other parties resulting from or arising out of any security and/or safety incidents, and/or accidents in relation to the Events.'

#### F. Indemnity

Chapter F of Government Guarantee No. 4 is replaced as follows:

'In accordance with Dutch law, the LOC and the competent authorities of the Netherlands will make the necessary arrangements concerning justified liability for any and all damages of whatever nature resulting from, or arising in connection with any safety and/or security incidents, or accidents in connection with the Events.

In accordance with Dutch law, the LOC and the competent authorities of the Netherlands shall indemnify and hold harmless FIFA, the FIFA Subsidiaries, and all other entities or individuals mentioned in Sections B.(i)-(vii) above from and against all justified direct or indirect damages, liabilities, losses (including lost profits), costs and/or expenses (including experts' or advisors' 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 related to the Events and caused by any violations of the undertakings and guarantees contained in this Government Guarantee by the government of the Netherlands.'

#### **5) Government Guarantee No. 5. – Bank and Foreign Exchange Operations**

Government Guarantee N° 5 will be carried out without prejudice to the relevant international laws and regulations and national laws transposing European directives.

#### **6) Government Guarantee No. 6. – Protection and Exploitation of Commercial Rights**

#### B. General measures and Protections

Chapter B of Government Guarantee No. 6 is replaced as follows:

1. 'We confirm that all FIFA's intellectual property rights are protected according to the Host Country's intellectual property laws. For acquiring copyright protection no formalities need to be fulfilled. With regard to patent, trademark rights and design rights, it is up to FIFA to take care of the formalities (timely registering those rights with the responsible authorities to acquire the protection) and to make sure that the material requirements for obtaining the protection are fulfilled.
2. Since all FIFA's Intellectual Property rights are or can be protected according to Dutch law, there is no need for any "special protection". The Benelux Office for Intellectual Property law ([www.boip.int](http://www.boip.int)) is responsible for the registration of trademarks and designs. The Agentschap NL Octrooicentrum ([www.octrooicentrum.nl](http://www.octrooicentrum.nl)) and the Belgian Office of Intellectual Property ([http://economie.fgov.be/nl/ondernemingen/Intellectuele\\_Eigendom/index.jsp](http://economie.fgov.be/nl/ondernemingen/Intellectuele_Eigendom/index.jsp)) are responsible for patents.
3. There is no specific "ambush marketing law" in Dutch and Belgian legislation. We consider "ambush marketing" to be covered by a) intellectual property laws, more specifically the

copyright and trademark law, b) unfair competition law, more specifically misleading and comparative advertising law<sup>1</sup> and the unfair commercial practices Law<sup>2</sup>, and c) general tort law.'

### C. Procedural Measures and Protections

Chapter C of Government Guarantee No. 6 is replaced as follows:

1. 'For acquiring copyright there are no formalities (Berne Convention).
2. The Benelux Convention on Intellectual Property does establish a speedy procedure for trademarks. There is no such procedure for designs. Designs might be protected however by the non-registered design right (Council regulation EC No 6/2002 of 12 December 2001 on Community designs).
3. The Stadium maps in the Bidbook lay-out the perimeter around each stadium and other official sites used for the Events, in which the right to conduct commercial activities is subject to approval by FIFA or its appointees.
4. An adequate number of law enforcement officers will work with FIFA and physically participate in FIFA's rights protection programme, including the participation in patrol teams during the Events.
5. The control of the importation of counterfeit and pirate goods is part of the normal functioning of the Host Country's customs officers.'

### D. Further Confirmations regarding Commercial Rights

Chapter D of Government Guarantee No. 6 is replaced as follows:

'The government of the Netherlands also represents and guarantees to FIFA that it acknowledges FIFA's legal and beneficial, unrestricted and exclusive ownership of all media rights, marketing rights, ticketing rights, and all other commercial rights related to the Events, as well as of any marks and other intellectual property rights of FIFA related to the Events, under the condition that FIFA will have acquired these rights from third parties, where applicable.

1. The government of the Netherlands further represents and guarantees to FIFA that legal measures are foreseen to protect effectively FIFA's ownership of all media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property and shall provide FIFA with the support of officers of relevant authorities, such as police and customs, to assist in the protection of the media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property of FIFA.
2. The government of the Netherlands also represents and guarantees to FIFA, and will ensure, that the sale, advertising or distribution of FIFA Commercial Affiliates' or FIFA Contractors'

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<sup>1</sup> Directive 2006/114/EC of the European Parliament and of the Council of 12 December 2006 concerning misleading and comparative advertising, OJ L 376, 27.12.2006, p. 21

<sup>2</sup> Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council

products, including food and beverages, in the stadiums or other sites for the duration of the Competitions and Events and that the exploitation of the media rights, marketing rights, ticketing rights, other commercial rights, marks or other intellectual property of FIFA will not be restricted or prohibited provided that these activities do not infringe Dutch applicable law.

3. The government of the Netherlands also represents and guarantees to FIFA that FIFA and each of the entities outlined below shall be permitted to conduct business activities in relation to the Events in the Netherlands:
  - (i) FIFA / FIFA Subsidiaries;
  - (ii) FIFA Confederations and FIFA Member Associations;
  - (iii) Hosting Association and LOC;
  - (iv) FIFA Service Providers;
  - (v) FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors; and
  - (vi) other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Events.

The entities outlined above shall be entitled, if required and on an expedited basis, to register and establish themselves and legally-recognised commercial entities in the Netherlands, to conduct trade and other commercial activities, to lease business premises, to own property (of all kinds), to employ staff, to enter into contracts of any nature and to conduct legal action in the Netherlands against third parties.'

#### **7) Government Guarantee No. 7. – Telecommunication, Information Technology**

Chapter B and C of Government Guarantee nr. 7 are replaced as follows:

The telecommunications market in the Netherlands is a free market. This means that the market parties are responsible for making the infrastructure and services available. This also means that the Government of the Netherlands does not provide communication networks or communication services. Therefore, the Government of the Netherlands explicitly refers to the letters issued by telecommunication operators and addressed to FIFA.

The LOC and the operators must consult with each other about the requirements made by FIFA. The LOC must start a tendering procedure in which the specific requirements of FIFA are converted into a specific case. Costs related to this tendering procedure, will be carried by the LOC.

The Government of the Netherlands must comply with the frameworks of the European legislation (e.g. Access Directive, Authorisation Directive, Universal Services Directive, electronic communications Directive and Competition Directive).

The allocation of frequencies (for mobile services and broadcasting (radio and television)) and numbers, market regulation, consumer protection, safety and supervision are set out in the legislation. The legislation also guarantees the availability and affordability of a number of essential telecommunication services (universal service) and provides the regulator with instruments to stimulate competition by regulating access to networks and preventing the misuse of a position of power.

The Netherlands has a very high-quality and dense telecom infrastructure that enables very fast connections from almost every location and certainly from the sporting venues. Use can also be

made of very fast connections for international and transcontinental reporting. Additionally, satellite communications are also available.

The Government of the Netherlands supervises compliance by the operators with the legal or license obligations.

Making the necessary radio spectrum available and coordinating this (e.g. for satellite connections, connections for reporting, wireless microphone use) is a specific situation. This is a responsibility of the government, namely the Dutch Radiocommunications Agency of the ministry of Economic Affairs and the Belgian Institute for Postal Services and telecommunications (BIPT). The Radiocommunications Agency and the BIPT will coordinate the use of radio spectrum to avoid interferences.

The Radiocommunications Agency and the BIPT have had a very successful experience with a similar case (as far as the radio spectrum is concerned), namely UEFA Euro2000: eight stadiums (four in each country), coordination and cooperation between both countries etc.

## **G. General Undertakings and provisions**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in any Government Guarantee (including Guarantee No. 8, apart from Chapter F), Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in the Government Declaration, the Government Guarantees or any other guarantees or undertakings by the Government of the Netherlands may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensure that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understands that all obligations under this Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following

the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

## **The Netherlands**