

Ordinance No. \_\_\_\_\_

An ordinance approving a host city agreement between the Metropolitan Government and the Japan Football Association.

WHEREAS, the FIFA World Cup soccer tournament will be held during the summer of 2026, with matches to be played in the United States, Canada, and Mexico; and,

WHEREAS, Japan's national soccer team (the "Team") will be competing in the tournament, and the Japan Football Association has selected Nashville as the location for the Team to live and train during the tournament; and,

WHEREAS, the agreement (the "Agreement") attached to this ordinance as Exhibit 1 sets forth the rights, duties, and obligations of the Metropolitan Government and the Japan Football Association with respect to hosting the Team during the tournament; and,

WHEREAS, hosting the Team will provide Nashville with new cultural and recreational benefits; and,

WHEREAS, it is in the best interest of the citizens of Nashville and Davidson County to approve the Agreement.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Agreement (Exhibit 1) is hereby approved, and the appropriate Metropolitan Government officials are authorized to execute and deliver it.

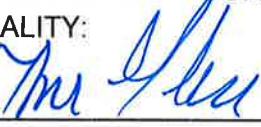
Section 2. Amendments to the Agreement may be authorized by resolution of the Metropolitan Council.

Section 3. This ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO THE AVAILABILITY OF  
FUNDS

  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

  
Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Member(s) of Council

**JAPAN FOOTBALL ASSOCIATION**  
**TEAM BASE CAMP HOST CITY AGREEMENT**

between

**JAPAN FOOTBALL ASSOCIATION (“PMA”)**  
1-4-18 Koraku, Bunkyo-ku, Tokyo 112-0004 Japan

and

**Metropolitan Government of Nashville and Davidson County (“TBC Host City Authority”)**

This **AGREEMENT** (“Agreement”) is made effective as of \_\_\_\_\_ (the “Effective Date”), by and between PMA. and the TBC Host City Authority. PMA and the TBC Host City Authority may be referred to herein individually as “Party” or collectively as “Parties.”

- A. PMA has been established to support their football team in the participation of the FIFA World Cup 2026™ (hereinafter, the “Competition”).
- B. FIFA26 Inc. has been established to undertake activities for the encouragement and promotion of amateur football for the recreation and entertainment of the general public, including coordinating and overseeing the necessary preparations for the FIFA World Cup 2026™.
- C. The Team Base Camp Training Site is selected by the PMA for use in the Competition.
- D. This Team Base Camp Host City Agreement together with its schedules (the “Agreement”) sets out the manner in which the TBC Host City Authority will support FIFA26 Inc. in delivering the Competition and supporting the PMA in the use of the Team Base Camp Training Site.

1. Definitions

**2026 FWC Hosting Requirements** means a document developed and issued by FIFA for the Competition (as updated from time to time by FIFA), which contains certain requirements to be complied with by Competition stakeholders (which may include the TBC Host City Authority) in connection with hosting and staging the Competition, as further described in Clause 4.

**Ambush Marketing** means any attempt by an entity to gain an unauthorized commercial association with FIFA and/or the Competition to the detriment of FIFA or FIFA26 Inc., whether by way of an unauthorized use of the Competition Marks or otherwise.

**Competition** means the 2026 FIFA World Cup, including any matches and Competition-related Events, which is scheduled to be staged in the Host Country in the year 2026.

**Competition Marks** means the official emblem, the official trophy, the official slogan, the official posters, the official mascot, any official titles of the Competition (in any language) and any abbreviations thereof, the official “look and feel” of the Competition, and any other Intellectual Property related to the Competition or a Competition-related Event.

**Competition Period** means the period commencing ten (10) days prior to the Opening Match and concluding five (5) days after the last Match of the Competition.

**Competition-related Events** means any events or activities other than Matches which are directly or indirectly related to the Competition (as applicable) officially organized, supported, sanctioned by, or staged under the auspices of, FIFA, FIFA26 Inc., or, at FIFA's discretion, the Member Association and which are designed to promote, celebrate, enhance or facilitate the hosting and staging of the Competition, including the following events and activities directly or indirectly related to the Competition:

- (a) ceremonies (including the opening ceremony, closing ceremony and award ceremonies);
- (b) other ceremonies, events, activities, workshops and seminars;
- (c) cultural events (such as concerts, exhibitions, displays, shows or other expressions of culture);
- (d) events related to FIFA sustainability activities;
- (e) press conferences and other media events;
- (f) training sessions;
- (g) launch of the official mascot, official emblem, official slogan, official posters and any other launch events; and
- (h) any other activities that FIFA considers relevant for the hosting and staging of the Competition.

**Event Transport** means the transport and general mobility of the constituent groups involved in the preparation, hosting and staging of the Competition or a Competition-related Event, as defined by FIFA. For the avoidance of doubt, Event Transport does not include transport and general mobility of fans and other groups of people not being part of such constituent groups.

**FIFA** means the Federation Internationale de Football Association including any of its direct or indirect subsidiaries (excluding FIFA26 Inc.).

**FIFA Competition(s)** means any competition staged, operated, or organized by FIFA and any events related to such competitions, including but not limited to, the Competition.

**FIFA Marks** means any mark incorporating FIFA26 Inc. or FIFA's corporate emblem and any approved permutations or derivations thereof used to indicate the FIFA brand or any brand associated with FIFA or FIFA26 Inc..

**Government** means the national government of the Host Country.

**Host Country** means the United States of America.

**Human Rights** means, at a minimum, those internationally recognized human rights, including labor rights, expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's (ILO) Declaration on Fundamental Principles and Rights at Work. The latter includes ILO's core labor conventions, C29 on Forced Labour and Protocol to C29, C87 on Freedom of Association and Protection of the Right to organise convention, C98 on the Right to organise and to Collective Bargaining, C100 on Equal Remuneration, C105 on Abolition of Forced Labour, C111 on Discrimination (Employment and Occupation), C138 on Minimum Age, and C182 on the Worst Forms of Child Labour. Depending on the nature of activities and potential impacts, the scope and consideration of internationally recognized human rights shall be enlarged to include, for instance, the United Nations instruments on the rights of indigenous peoples; women; national or ethnic, religious and linguistic minorities; children; persons with disabilities; and migrant workers and their families, as well as the ILO's Convention C135 on Workers' Representatives and C155 and C167 on Occupational Safety and Health.

**Intellectual Property** means all intellectual property now in existence or developed or created in the future of whatever nature, howsoever arising and in whatever media, including copyrights, trade marks, service marks, trade dress, designs, patents, images, performances, concepts, audio or visual recordings, broadcasts, photographs, films, choreography, lyrics, music, compositions, scripts, brand names, business names,

logos, indicia, references, phrases, expressions, trade secrets, business concepts, know-how, domain names, circuit designs, circuit layouts, discoveries, inventions, documents, drawings, specifications, records, manuals, models, memoranda, technical data and social media handles, account names, usernames or web addresses or other literary, musical, artistic or dramatic works, and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.

**Intellectual Property Rights** means all rights existing in the Host Country or elsewhere, whether created before, on or after the commencement of this Agreement, whether registered or not and whether protected by legislation or not, which attach to or subsist in any Intellectual Property, including all rights to register such rights, but excluding moral rights.

**Marketing Rights** means, in any and all media, in all languages and throughout the universe, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights any other rights and/or associated commercial opportunities relating to the Competition and the Competition-related Events, to the extent that such rights are not Media Rights.

**Match** means any football match in its entirety (including replays, extra-time and penalty shoot-out phases), which takes place as part of the Competition.

**Member Association** means the national football association in the Host Country which is officially affiliated to FIFA which has been (together with other FIFA member associations) appointed by FIFA for the co-organization together with FIFA of the Competition in the Host Country.

**Media Rights** means the rights, in any language and throughout the universe, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter devised, developed or invented), any aspect or element of the Competition and Competition-related Events on a live, as-live and/or delayed basis, in full length or in part, in any media and by any means of transmission or delivery, whether now known (including successor technologies) or hereafter invented, including any news access rights. For the avoidance of doubt, the right to broadcast, stream and/or transmit the basic audio-visual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. Media Rights include the right to record, create and exploit any official films or any official concerts of the Competition and/or similar audio-visual products and programming, including public exhibition rights.

**Opening Match** means the opening Match of the Competition.

**Participating Member Association** means any member association whose Team has qualified to participate in the Competition.

**Site** means

- (a) any Team Base Camp;
- (b) any official parking area;
- (c) any other locations, areas and/or facilities designated by FIFA as an official site in relation to the Competition, including media facilities, the locations for the Competition-related Events and to which access is permitted only to accreditation pass holders.

**Team** means any team representing a Participating Member Association at the Competition.

**Team Delegation** means the delegation of a Team, consisting of players, coaches, managers, medical staff, officials, media officers, representatives and guests of a Team as well as other individuals

appointed by FIFA or the Member Association for the purposes of accompanying and liaising with the Team.

**Team Hotel** means any hotel at which a Team Delegation is accommodated during the Competition Period.

**Team Base Camp** means the headquarters of a Team during the Competition Period of the Competition, consisting of a Team Hotel and a Training Site.

**Team Base Camp Host City** means the city in which, or in the vicinity of which, the Team Base Camp Training Site is located, and which is therefore selected by FIFA as a team base camp host city of the Competition.

**Team Base Camp Training Site** means Vanderbilt Health Training Center, 4251 Century Farms Terrace, Antioch, TN 37013.

**Training Site** means any training site located in, or in the vicinity of, the Team Base Camp Host City which is selected by FIFA26 Inc. for the Competition to conduct Competition-related training sessions of a Team.

**Training Site Agreement** means the agreement entered into between FIFA and the Training Site in relation to use of the venue by FIFA for the Competition.

**Venue** means the area comprising all Sites and their connections used for the Competition and/or a Competition-related Event within the Team Base Camp Host City and, if determined by FIFA26 Inc., all sites connected to, but located outside, of the Team Base Camp Host City (such as the Airport(s), if applicable).

## 2. Selection And Fulfilment of Agreement

2.1 The TBC Host City Authority agrees and acknowledges that FIFA26 Inc. has the authority to select and determine the number of Team Base Camp Host Cities proposed for the Competition in its sole discretion. The PMA has selected their preferred Team Base Camp, based on their individual needs, from a variety of sites offered to them by FIFA26 Inc.

2.2 This Agreement shall be concluded and come into full legal effect for the Parties as and when the PMA accepts the offer by the TBC Host City Authority by providing the TBC Host City Authority with a countersigned version of this Agreement.

## 3. Term

3.1 The term of this Agreement commences on the date of countersignature of this Agreement by PMA pursuant to Clause 2.2 and will expire on 31 December 2026, unless previously terminated in accordance with the provisions this Agreement.

3.2 For the avoidance of doubt, the provisions of Clauses 1, 2.1, 3, 9.3, 10, 11, 12, 14, 15, 19.1(e) and 21 to 25 (inclusive) shall survive expiry or early termination of this Agreement.

3.3 Notwithstanding Clauses 2.2 and 3.1, the TBC Host City Authority acknowledges and agrees that: (a) the provisions of Clauses 1, 2.1, 3.3, 9.3, 11, 12, 15, 19.1(e), 21, 22, 24, 25.1, 25.4 and 25.5 of this Agreement shall apply to and be binding upon the TBC Host City Authority with immediate effect upon unilateral execution of this Agreement by the TBC Host City Authority; and (b) in the event that the Team Base Camp Training Site is not selected by PMA (or FIFA26 Inc. otherwise does not choose to keep the Team Base Camp Training Site), the relevant provisions set out in 3.3 shall remain binding on the TBC Host City Authority and PMA.

#### 4. 2026 FWC Hosting Requirements

The TBC Host City Authority acknowledges and agrees that the 2026 FWC Hosting Requirements may contain specific requirements to be complied with by the TBC Host City Authority in connection with hosting and staging the Competition, including descriptions, quality standards, specifications and modifications of the obligations under this Agreement and further obligations and requirements of the TBC Host City Authority. The 2026 FWC Hosting Requirements shall form an integral part of this Host City Agreement.

#### 5. Transport and Parking

5.1 Transport in connection with the Competition is comprised of Event Transport, transport infrastructure and general mobility. The TBC Host City Authority shall support, and shall seek to ensure that the Government, any further competent local, regional and/or national governmental authorities, and further private stakeholders in the Venue (as applicable) support, Event Transport as contained in this Agreement.

5.2 To the extent consistent with applicable laws, rules, and regulations, the TBC Host City Authority shall implement appropriate directional signage to the Sites at any relevant public areas, to be determined by the TBC Host City Authority in consultation with FIFA26 Inc.

5.3 The TBC Host City Authority shall endeavor in good faith to coordinate all competent local, regional or national governmental authorities and relevant private stakeholders in the relevant Venue with respect to the provision of their support for Event Transport.

5.4 The TBC Host City Authority shall support, and shall seek to ensure that any further competent local, regional and/or national governmental authorities, and further private stakeholders in a Venue (as applicable) support, FIFA26 Inc. with respect to its responsibility to elaborate and implement a transport strategy and concept in connection with the Competition for the general mobility of Team Base Camp Host City Teams, and any other relevant parties. In particular, the TBC Host City Authority shall support and assist FIFA26 Inc. with:

- (a) parking limitations to ensure that buses have efficient movement between Team Hotels and Training Sites;
- (b) obtaining any required permits for Event Transport around official Sites (including the Airport, Training Site and Team Hotel); and
- (c) the entry and exits of transport into Sites.

5.5 The TBC Host City Authority agrees work in good faith to establish parking limitations to enable FIFA26 Inc. buses that are a minimum of 13.5 - 15m long x 2.5 – 2.8m wide each, (44 -49ft x 8- 9ft), with a turning circle of 24-26 meters (79-85 ft) to gain access to roads into the relevant Sites.

5.6 Where requested, the TBC Host City Authority will provide FIFA26 Inc. with a traffic management plan covering such topics as agreed with FIFA26 Inc..

5.7 The TBC Host City Authority shall support, and shall seek to ensure that the Government, any further competent local, regional and/or national governmental authorities, and further private stakeholders in a Venue (as applicable) support, FIFA26 Inc. with respect to ensuring the availability of such number of parking facilities, including load zones and staging areas, at all Sites for the exclusive use for the Competition, to enable Teams to enter and exit vehicles within close proximity to the entrance and exit for such Site, including the following parking spaces at both the Airport(s) and Team Base Camp:

- (a) 2 x Buses (13.5 - 15m / 44 -49ft per bus);
- (b) 1 x kit van (8m/27ft per van);
- (c) 1 luggage truck (10m/33ft - 46ft including tail lift)
- (d) 2 x passenger vans (6m/20ft per vehicle) (d) 2 x car (5m/16.5ft per vehicle).

5.8 In this regard, the TBC Host City Authority agrees and acknowledges that it will provide:

- (a) separate dedicated parking facilities for buses and cars as detailed above, including dedicated parking facilities for disabled people; and
- (b) dedicated parking facilities for FIFA client groups (including without limitation media, broadcast, workforce, teams, and guests) outside the perimeter of the Team Base Camp Training Site as per the operational plan agreed between the Parties.

## 6. Team Base Camp Host City Promotion

6.1 FIFA26 Inc. has developed a dressing program and designed materials to use for the Competition. The TBC Host City Authority may provide Team Base Camp Host City dressing and signage using Competition design adjacent to the Training Sites, in key agreed locations, and/or in the immediate vicinity of the Airport(s), subject to obtaining all and any approvals required from FIFA and/or FIFA26 Inc. in relation to such dressing and signage. If the TBC Host City Authority wishes to provide such host city dressing, it shall do so at its own cost, including production, installation and dismantling of such dressing and signage.

6.2 If the TBC Host City Authority owns any outdoor media that is available, and not previously contracted for use by others, during the Competition located near the Training Sites, the Airport(s) or other key locations, it shall at FIFA26 Inc.'s request make it available to FIFA26 Inc. to install Competition branding to promote the Competition.

6.3 The TBC Host City Authority shall collaborate with FIFA26 Inc. in respect of the development of any marketing promotion related to the Competition and the provision of tourism activities to Teams for use in media and PR opportunities, including but not limited to, facilitating any permits required by FIFA and/or FIFA26 Inc..

6.4 If FIFA26 Inc. decides that there will be an open training session at the Training Site located in the Team Base Camp Host City, FIFA26 Inc. will provide the TBC Host City Authority with the opportunity to coordinate with FIFA26 Inc. in organizing a community engagement. This may include, but is not limited to, inviting attendees, organizing transport to the Training Site for attendees and arranging media opportunities. Any additional costs associated with organizing the open-to-public training session will be the responsibility of the TBC Host City Authority. Where the TBC Host City Authority decides to offer any additional community activities to Participating Member Associations, it will notify FIFA26 Inc. in writing of such opportunities, and where appropriate, FIFA26 Inc. will facilitate discussions with the relevant Participating Member Association in relation to such activities.

## 7. Safety and Security

7.1 The TBC Host City Authority shall support, and shall seek to ensure that any further competent local, regional and/or national governmental authorities (including local police and/or local public safety agencies) and further private stakeholders in the Venue (as applicable) support, the safety, security and protection in the Team Base Camp Host City for all individuals present in connection with the Competition at Training Sites, Team Hotels, and any other Sites located in the Team Base Camp Host City.

7.2 A Safety and Security Plan shall be prepared in collaboration with the TBC Host City Authority and FIFA26 Inc., and implemented by the TBC Host City Authority in conjunction with the relevant competent local, regional and/or national governmental authorities (including local public safety agencies) at Team Hotels, Training Sites and Airports at no cost to FIFA or FIFA26 Inc.

7.3 The TBC Host City Authority, with the support of any further competent local, regional and/or national governmental authorities (including local police and public safety agencies), shall assist in the provision of police escorts of all Team Delegation movements within the Team Base Camp Host City, and where lawfully within the TBC Host City's capability and jurisdiction, reasonably outside of the Team Base Camp Host City to the extent requested by FIFA, as well as provide traffic control whenever reasonably necessary and in the manner directed by FIFA26 Inc.

7.4 The TBC Host City Authority shall make available, at no cost, all relevant areas/instruments owned and controlled by the TBC Host City Authority at the Team Hotels and Training Sites in the Venue for implementation of a secure buffer around those Sites.

#### 8. Medical

8.1 The TBC Host City Authority shall support, and shall seek to ensure that any competent local, regional and/or national governmental authorities and further private stakeholders in the Venue (as applicable) support, emergency medicine operations for all individuals present at Training Sites, Team Hotels, and any other Sites located in the Team Base Camp Host City, including without limitation ensuring a response time for emergency medical services of less than ten minutes in the event of a life-threatening incident.

8.2 With respect to the hosting and staging of the Competition also in the Team Base Camp Host City, the TBC Host City Authority shall:

- (a) adopt reasonable fire protection and medical service measures as well as other reasonable protection measures;
- (b) provide any such support and assistance as may be reasonably requested by the Government or any further competent local, regional and/or national governmental authorities.

Any such general fire protection and medical service measures shall be of the highest quality and standard with a high degree of priority, taking into account that the Competition is one of the most significant sporting events in the world occupying a high level of public interest. Further details of the support to be provided by the TBC Host City Authority in this respect shall be provided by FIFA 26 Inc. at a later stage.

#### 9. General Legal and Administrative Support

9.1 The TBC Host City Authority shall provide reasonable support and assistance to the Government and further competent local, regional or national governmental authorities in relation to the construction, renovation and/or provision of any infrastructure, equipment, utilities and services required in connection with the hosting and staging of the Competition in the Team Base Camp Host City.

9.2 The TBC Host City Authority shall, to the extent consistent with applicable laws and regulations, issue to PMA, FIFA26 Inc., FIFA, and any third party appointed by FIFA or FIFA26 Inc., in relation to their activities within the Team Base Camp Host City in connection with the Competition, all applicable and relevant decrees, licenses, permits, grants, orders, decisions and other acts on a municipal level in the Team Base Camp Host City as may be reasonably required to ensure that PMA, FIFA26 Inc., FIFA or any third party appointed by PMA, FIFA26 Inc. or FIFA, may comply with their obligations, and exercise their rights, in connection with the hosting and staging of the Competition in the Team Base Camp Host

City, including by handling the processes for issuance of permits, concessions and licenses for the erection of temporary facilities in a timely, appropriate and accelerated manner.

9.3 Unless otherwise explicitly stated in this Agreement, the TBC Host City Authority shall be responsible to bear all costs and expenses incurred by the TBC Host City Authority for the fulfilment of its obligations, and the exercise of the rights granted to the TBC Host City Authority, as set out in this Agreement.

**10. No Association**

10.1 The TBC Host City Authority acknowledges and agrees that the appointment made hereunder does not confer on the TBC Host City Authority any right of association (whether direct or indirect) with FIFA26 Inc., FIFA and/or its events/FIFA Competitions nor (unless agreed in writing by FIFA26 Inc. or FIFA) any right to use the Competition Marks, the FIFA Marks and/or any other mark, logo, designation or name relating to FIFA26 Inc., FIFA and/or the Competition or any other FIFA event/FIFA Competition. The TBC Host City Authority shall not associate itself and/or any third party or its products and services, with FIFA, FIFA26 Inc. and/or any of its events/the FIFA Competitions (including the Competition). The TBC Host City Authority shall not (without limitation) seek or purport to have any form of association (nor associate any third party) with FIFA, FIFA26 Inc., the Event, any other FIFA event/FIFA Competition whatsoever and shall not engage in any activity that in FIFA26 Inc.'s opinion creates any such association, unless FIFA26 Inc. has provided prior written consent.

10.2 [PMA Optional No Association language]

**11. Commercial Rights**

11.1 The TBC Host City Authority acknowledges and agrees that:

- (a) FIFA26 Inc. and/or FIFA owns and controls, on a worldwide basis, all commercial rights in or attaching to the Competition, including (without limitation) any and all Media Rights, Marketing Rights, Intellectual Property Rights, and any other rights in relation to sponsorship, merchandising, ticketing and broadcasting, and that FIFA26 Inc. and/or FIFA may exploit such rights directly or indirectly in their absolute discretion (without consultation with the TBC Host City Authority) and retain all revenues derived from the same;
- (b) it shall not by itself exploit, or grant or purport to grant to any third party the right to exploit, directly or indirectly, any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities in relation to the Competition (which includes any Competition-related Events);
- (c) it shall refrain from any, direct or indirect, activity which may result in the infringement of, or unfair competition with, any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities in relation to the Competition (which includes any Competition-related Events); and
- (d) no third party which has not been authorized by FIFA may conduct any activity which may give rise to any association between such party and the Competition (which includes any Competition-related Events) or FIFA or which, directly or indirectly, exploits in any manner the goodwill or image of the Competition.

**11.2 Transfer and Proof of Rights.**

- (a) To the extent that any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof) may result in any of the Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition falling under the ownership and/or control of the TBC Host City Authority, the TBC Host City Authority hereby unconditionally waives, pledges and assigns and/or transfers to FIFA with immediate effect with full title guarantee in perpetuity and without any restriction any Media Rights, Marketing Rights, Intellectual Property Rights or any other present or future commercial or other rights and opportunities, including any title and interest in, and to, the Competition) for FIFA's unfettered exploitation, and waives any and all claims to, directly or indirectly, exercise and/or exploit any of such rights and opportunities itself, or to grant to any third party the right to directly or indirectly exercise any of such rights or opportunities. For the avoidance of doubt, the TBC Host City Authority shall not be entitled to withhold, refuse or restrict any waiver, assignment and/or transfer of such rights on the basis of any news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof).
- (b) Any assignment and/or transfer of any Intellectual Property Rights under this Clause 11.2 shall be by way of present assignment of future copyright, to the fullest extent possible and for the full term of copyright, including any renewals, reversions or extensions thereof and thereafter in perpetuity.
- (c) The TBC Host City Authority shall inform FIFA in writing and without unreasonable delay if any of the Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities may be deemed to fall under the ownership and/or control of the TBC Host City Authority under any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof).

11.3 Upon request by FIFA, the TBC Host City Authority agrees to execute, free of charge and at its own costs, in a timely manner and in compliance with any instructions given by FIFA any and all clearances or other documents (including without limitation patent applications, invention assignments and copyright assignments), as may be required by any local, regional, national or other laws, regulations, directives or judicial acts applicable in the Host Country (or parts thereof) to effect such assignment, transfer and waiver of such rights to FIFA and to enable the free and unfettered, direct or indirect, exploitation of any and all Media Rights, Marketing Rights, Intellectual Property Rights and other present or future commercial and other rights and opportunities by FIFA, or to otherwise perfect in FIFA or FIFA26 Inc. the right, title and other interest in any FIFA or FIFA26 Inc. Intellectual Property Rights. If FIFA26 Inc. is unable for any reason, after reasonable effort, to secure TBC Host City Authority's signature (or the signature of TBC Host City Authority's authorized representative(s), if applicable) on any document needed in connection with the actions specified above, TBC Host City Authority hereby irrevocably designates and appoints FIFA26 Inc. as TBC Host City Authority's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and, on TBC Host City Authority's behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by TBC Host City Authority.

11.4 In case that the TBC Host City Authority is prevented from fully and unrestrictedly waiving, pledging, assigning and/or transferring any Media Rights, Marketing Rights, Intellectual Property Rights or any other commercial or other rights and opportunities, including any title and interest in relation to the Competition as described in Clause 11.2 above on the basis of any news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country, FIFA, at its sole discretion, shall be entitled to decide on the manner in which the TBC Host City Authority and FIFA shall comply with any such news access laws or any other local, regional or national laws, regulations, directives or judicial acts applicable in the Host Country, including any policies, rules and

requirements for accessing the relevant Sites.

12. Ownership of Competition Marks.

12.1 The TBC Host City Authority agrees and acknowledges that FIFA is the sole owner of all Competition Marks as well as FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, the Competition or Competition-related Events, and that all rights and goodwill in, and in relation to, the Competition Marks, FIFA Marks and such other marks shall remain vested in FIFA both during and after the term of this Agreement.

12.2 Any and all goodwill arising from the use of the Competition Marks by the TBC Host City Authority will inure to the benefit of FIFA.

12.3 The TBC Host City Authority agrees and acknowledges that it does not, by virtue of this Agreement, obtain, or become entitled to claim, any right, title or interest in or to the Competition Marks. The TBC Host City Authority will not grant, or purport to grant, any right or license to use the Competition Marks to any third party, unless expressly authorized by FIFA in writing or unless otherwise permitted under this Agreement.

12.4 The TBC Host City Authority agrees and acknowledges not to oppose or in any other way challenge by any means, and shall seek to ensure that any competent local, regional or national governmental authorities do not oppose or in any other way challenge any of the trademark, design copyright, or any other intellectual property right applications filed by FIFA or its affiliates, nominees or licensees in respect of the Competition Marks and the FIFA Marks, or FIFA's ownership of the Competition Marks and FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA26 Inc., FIFA, or the Competition, including the Competition-related Events.

12.5 The TBC Host City Authority shall refrain, at any time, from applying for any copyright, trademark, design, patent, or any other intellectual property protection or domain name registration in relation to the Competition Marks and FIFA Marks as well as any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA26 Inc., FIFA, or the Competition, including the Competition-related Events, or assist any third party to do so.

12.6 The TBC Host City Authority shall not adopt, create and/or use:

- (a) any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA26 Inc., FIFA, or the Competition, including any Competition-related Events throughout the term of this Agreement;
- (b) any registered or unregistered trademarks owned by FIFA, including any Competition Marks or FIFA Marks; or
- (c) any term or symbol which is confusingly similar to, is a colorable imitation of, or is a derivation of, stylisation, which unfairly competes with, such trademarks.

In particular, the TBC Host City Authority undertakes to refrain from the development, use or registration of, any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, FIFA26 Inc., or the Competition, including the words "FIFA", "World Cup", "Coupe du Monde", "Mundial", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft", (or any other term

used in any language to identify the Competition), or the development, use or registration of any such marks using dates in connection with the name of the Host Country, or the Team Base Camp Host City or any similar indicia or derivation of such terms or dates in any language.

12.7 In the event that the TBC Host City Authority uses any of the Competition Marks without FIFA's prior written approval or receive a notification from FIFA that such use is not in line with the approval given by FIFA, the TBC Host City Authority shall, upon receipt of written notice from FIFA and without any unreasonable delay, cease to use the concerned Competition Marks.

12.8 The TBC Host City Authority shall not conduct any Ambush Marketing activities itself, and shall refrain from authorizing, or in any other manner permitting, or enabling any unauthorized third party to create, in FIFA26 Inc.'s opinion, any association with FIFA26 Inc., FIFA, and/or the Competition.

12.9 In the event the TBC Host City Authority becomes aware of any infringement, such as an unauthorized use of the Competition Marks, FIFA Marks or any Ambush Marketing activities, the TBC Host City Authority shall notify FIFA26 Inc., without unreasonable delay and in the manner determined by FIFA26 Inc., of such infringement, in particular of the following details:

- (a) the identity of the infringing party;
- (b) the nature of the activities;
- (c) where the activities have taken place;
- (d) the date on which the activities were discovered; and
- (e) any other information requested by FIFA.

### 13. Sustainability Requirements and Human Rights

13.1 The hosting and staging of the Competition creates a significant social, economic and environmental impact in the Host Country, including the Team Base Camp Host City. Carefully balancing social, environmental and economic considerations are key to a sustainable event.

13.2 The TBC Host City Authority shall manage any of its activities in connection with hosting and staging of the Competition in the Team Base Camp Host City in a sustainable manner.

13.3 The TBC Host City Authority shall fully support any efforts of PMA, FIFA, and FIFA26 Inc. to ensure that any adverse impact on the natural environment and resources as a result of the preparation and organization of the Competition in the Team Base Camp Host City is minimized and that, in particular, the principles of environmental protection are applied in relation to water usage, energy consumption, transport, procurement, construction and upgrading of infrastructure, waste management, tourism and the protection of environmentally sensitive areas affected by the Competition.

13.4 PMA, FIFA and FIFA26 Inc. are committed, and expect all involved stakeholders (including the TBC Host City Authority) to be fully committed, to respecting all Human Rights in every aspect of the organization of the Competition, including legacy and post-event related activities.

13.5 The TBC Host City Authority shall:

- (a) support, and participate in, any multi-stakeholder forum requested or set up by FIFA and/or FIFA26 Inc. to facilitate an open and structured dialog between the relevant stakeholders, including civil society experts, in relation to Human Rights in connection with hosting and staging the Competition in the Team Base Camp Host City and/or the TBC Host City Authority's activities relating to this Agreement;

- (b) at all times observe all national laws and international conventions concerning women workers' rights, elimination of all forms of discrimination, the banning of child labor and anti-corruption and money laundering; and
- (c) support, and cooperate with, any grievance mechanisms, monitoring activities or such other remediation processes as determined by FIFA (whether established by FIFA, FIFA26 Inc., governmental authorities and/or other relevant entities) for individuals and communities who may be adversely impacted in connection with hosting and staging the Competition in the TBC Host City and/or the TBC Host City Authority's activities relating to this Agreement.

#### 14. Taxes, Duties and Levies

14.1 Subject to Clause 14.2 below, each party shall bear its own taxes, duties and levies which result from entering and/or implementation and/or cancellation of this Agreement. The Parties agree that they shall cooperate in good faith to minimize non-refundable taxes, duties and levies in line with applicable legislation and practice.

14.2 The TBC Host City Authority agrees and acknowledges that the terms and conditions of this Clause 14.2 shall not affect any exemption from any taxes, duties and levies granted to FIFA in the Host Country on any level, including any exemption from taxes, duties and levies payable under municipal laws and regulations in the Team Base Camp Host City.

#### 15. Confidential Information

15.1 During the term of this Agreement and in the course of TBC Host City Authority's performance hereunder, TBC Host City Authority may receive and otherwise be exposed directly or indirectly, to technical and non-technical confidential information of FIFA26 Inc., including without limitation, information relating to FIFA26 Inc.'s business, strategies, designs, products, services and technologies and any derivatives, improvements and enhancements related to any of the foregoing, or to FIFA26 Inc.'s suppliers, customers or business partners (collectively "Confidential Information"), whether in graphic, written, electronic or oral form. Confidential Information may be labeled or identified at the time of disclosure as confidential or proprietary, or equivalent, but Confidential Information also includes information which by its context would reasonably be deemed to be confidential and proprietary. "Confidential Information" may also include, without limitation, unpublished patent applications and other intellectual property filings, ideas, techniques, works of authorship, models, inventions, compounds, compositions, know-how, processes, algorithms, software programs, software source documents, formulae, information and trade secrets as well as financial information (including sales costs, profits, pricing methods), research data, clinical data, bills of material, customer, prospect and supplier lists, investors, employees, business and contractual relationships (including with third parties), business forecasts, sales and merchandising data, and business and marketing plans and any derivatives, improvements and enhancements related to any of the above, as well as the existence and terms of any negotiations, discussions or agreements between the Parties including this Agreement and all other information of a confidential or proprietary nature directly or indirectly disclosed by or on behalf of FIFA26 Inc. to the TBC Host City Authority or its personnel. Information FIFA26 Inc. provides regarding third parties as to which FIFA26 Inc. has an obligation of confidentiality also constitutes "Confidential Information."

15.2 TBC Host City Authority acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and extremely valuable property of FIFA26 Inc.. Accordingly, TBC Host City Authority agrees not to use or reproduce the Confidential Information except as reasonably necessary in the performance of this Agreement or otherwise required by applicable law, and not to disclose, lecture upon or publish all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement,

without the prior written consent of FIFA26 Inc. or otherwise as required by applicable law. Without limiting the foregoing, TBC Host City Authority shall permit access to the Confidential Information only to those third parties having a need to know such information and who have signed, prior to the disclosure of Confidential Information, confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein or otherwise as required by applicable law. TBC Host City Authority shall take, at its own expense, all reasonable steps to keep the Confidential Information strictly confidential and to prevent all third parties from prohibited or unauthorized disclosure or use of the Confidential Information. TBC Host City Authority agrees to institute measures to protect the Confidential Information in a manner consistent with the measures it uses to protect its own most sensitive proprietary and confidential information, which shall not be less than a reasonable standard of care. TBC Host City Authority shall immediately notify FIFA26 Inc. upon discovery of any actual or suspected loss or unauthorized disclosure of the Confidential Information and shall take all reasonable steps requested by FIFA26 Inc. to prevent, control or remedy any such loss or disclosure. Upon expiration or any termination of this Agreement, TBC Host City Authority agrees to cease using and to return to FIFA26 Inc., or at FIFA26 Inc.'s sole option, destroy, all whole and partial copies and derivatives of the Confidential Information, whether in TBC Host City Authority's possession or under TBC Host City Authority's direct or indirect control.

15.3 TBC Host City Authority will not disclose or otherwise make available to FIFA26 Inc. in any manner any Confidential Information received by TBC Host City Authority under obligations of confidentiality from a third party.

15.4 The obligations of confidentiality set forth in Clause 15.2 will not apply to information TBC Host City Authority can establish by competent proof: (i) was generally available to the public or otherwise part of the public domain at the time of disclosure; (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of TBC Host City Authority; (iii) was already known to TBC Host City Authority, without confidentiality restrictions, at the time of disclosure, as shown by TBC Host City Authority's files and records immediately prior to the time of disclosure; (iv) was disclosed to TBC Host City Authority, without confidentiality restrictions, by a third party who had no obligation not to disclose such information to others; or (v) was developed independently by TBC Host City Authority without any use of or reference to the Confidential Information, as shown by TBC Host City Authority's files and records immediately prior to the time of disclosure. In the event a court or governmental agency legally compels TBC Host City Authority to disclose Confidential Information, TBC Host City Authority will provide reasonable prior written notice of such required disclosure to FIFA26 Inc. and take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

15.5 TBC Host City Authority acknowledges that FIFA26 Inc. has provided TBC Host City Authority notice of TBC Host City Authority's immunity rights under the Defend Trade Secrets Act, which states: "(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal, and (B) does not disclose a trade secret, except pursuant to court order."

## 16. Substitute Performance

16.1 In relation to any obligations of the TBC Host City Authority, the PMA reserves the right to itself

assume, and/or to appoint, at its discretion, FIFA 26 Inc., or any third party (hereinafter, "Substitute Party") to assume, at any time, full or partial control and responsibility for any of such obligations of the TBC Host City Authority in the event that FIFA26 Inc., at its sole discretion, considers the TBC Host City Authority to be not fully or partially complying with such obligations, including the development and operation of alternative solutions as well as the implementation of alternative procedures and processes.

16.2 In the event that PMA or FIFA26 Inc. considers the TBC Host City Authority to not be fully or partially complying with any of its obligations, PMA shall notify the TBC Host City Authority and give the TBC Host City Authority the opportunity to remedy the non-compliance with such obligation within:

- (a) one (1) month within receipt of such notification if the non-compliance occurs more than six (6) months prior to the Opening Match;
- (b) principally ten (10) days within receipt of such notification if the non-compliance occurs in the period between six (6) months and ten (10) days prior to the Opening Match or such ten (10) days period is necessary earlier due to the delivery of the Competition; or
- (c) principally two (2) days within receipt of such notification if the non-compliance occurs less than ten (10) days prior to or during the Competition or such two (2) days period is necessary earlier due to the delivery of the Competition.

16.3 In case any such non-compliance by the TBC Host City Authority is not remedied pursuant to Clause 16.2 above, the TBC Host City Authority agrees and undertakes to:

- (a) accept PMA's decision to assume, and/or to appoint any third party to assume, full or partial control and responsibility; and
- (b) take all steps reasonably necessary or requested by PMA, FIFA26 Inc. and/or FIFA to assist PMA or Substitute Party, in the performance of the assumed obligation, for example by providing all relevant information or material.

## 17. Training Site Names

17.1 In respect of the names of the Training Sites to be used in relation to the Competition in the Team Base Camp Host City, the TBC Host City Authority:

- (a) agrees and acknowledges that FIFA 26 Inc. will determine the official names of the Training Sites for the Competition and change the name of the Training Sites for any purposes in relation to the Competition to any non-commercial name that it deems appropriate, without any reference to the naming rights sponsor, owner or user of the Training Sites (e.g. "2026 FIFA World Cup Stadium/Training Site [Host City]") for the entire term of this Agreement;
- (b) shall exclusively use itself, and shall seek to ensure that any competent local, regional or national governmental authorities in the Training Site use, for any purposes in relation to the Competition the official names of the Training Site for the Competition as determined by FIFA 26 Inc., in particular in any press releases, brochures and any other public written or oral statements for the entire term of this Agreement;
- (c) shall not use, and shall seek to ensure that any competent local, regional or national governmental authorities in the Training Site do not use, in any press conference, press release, printed materials or any other marketing or promotional materials or otherwise the customary name of the Training Sites with reference to the naming rights sponsor in any context with the Competition for the entire term of this Agreement; and
- (d) shall ensure that any directional signage of any Training Site will only display the official name of the Training Site for the Competition as determined by FIFA 26 Inc. as of at least fourteen (14)

days prior to the Opening Match, the first training session or any other official event of the Competition taking place in such Training Site and be implemented in accordance with the directions of FIFA and/or FIFA26 Inc..

18. Compliance with Laws

In exercising its rights and performing its obligations under this Agreement, the TBC Host City Authority shall at all times comply with all applicable international, supra-national, national, state and municipal laws, regulations and decrees and shall bear all costs that might occur resulting from non-complying with such laws, regulations or decrees.

19. Representations, Warranties and Covenants

19.1 TBC Host City Authority represents, warrants, agrees and covenants that:

- (a) The TBC Host City Authority is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, with requisite power and authority to enter into this Agreement and undertake all legal obligations relating to this Agreement.
- (b) The TBC Host City Authority has, and at all times during the term of this Agreement will maintain, all professional and/or business licenses required of TBC Host City Authority and all professional and/or business tax registrations associated with TBC Host City Authority's profession and/or business.
- (c) The TBC Host City Authority will ensure that all activities undertaken in connection with this Agreement comply and at all times will comply with all applicable United States and foreign laws and regulations.
- (d) The TBC Host City Authority shall not do, nor authorize to be done, anything which, in FIFA26 Inc.'s reasonable opinion, undermines or prejudices the integrity of, or brings into disrepute, FIFA26 Inc. and/or FIFA, their respective affiliates, any FIFA competitions (including any of the participants therein), or which may detract from the good image of the sport of association football, its management, administration, organization or play. This includes, but is not limited to, placing bets, or otherwise being involved in betting, on any competitions or matches organized by FIFA and posting on social media any photos, comments or information related to this Agreement or the Competition.
- (e) The TBC Host City Authority will not claim any immunity from proceedings brought by FIFA and/or FIFA26 Inc. against the TBC Host City Authority in relation to this Agreement.
- (f) Neither the TBC Host City Authority nor the TBC Host City Authority's legal representatives, officers, directors, employees and shareholders (i) appear in the sanctions list of the American Office of Foreign Assets Control (OFAC) or in the sanctions list of the United Nations Organization (UNO), (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any Patriot Act Offense, or (iv) to TBC Host City Authority's knowledge, is currently under investigation by any governmental authority for any alleged Patriot Act Offense. For purposes of this Agreement, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (1) the criminal laws against terrorism, (2) the criminal laws against money laundering, (3) the Bank Secrecy Act, as amended, (4) the Money Laundering

Control Act of 1986, as amended, or (5) the USA PATRIOT Act, as restored and amended. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense.

(g) The TBC Host City Authority will immediately notify PMA in writing of any change to its corporate form, signatory powers or ownership. In the event of any such change, PMA shall be entitled to terminate this Agreement with immediate effect.

20. Termination. PMA may, without prejudice to any right or remedy it may have due to any failure of the TBC Host City Authority to perform its obligations under this Agreement, terminate this Agreement at any time effective immediately upon written notice to the TBC Host City Authority. In the event of such termination by PMA, the TBC Host City Authority: (i) will cease to perform its obligations under this Agreement immediately after receiving notice of such termination and all permissions, licenses, rights, authorizations and consents granted to it hereunder shall be deemed immediately revoked (in each case unless otherwise advised by FIFA or FIFA26 Inc.); (ii) will immediately deliver all materials and documents received from FIFA or FIFA26 Inc. in relation to this Agreement and all materials created or produced (or in the process of being created or produced) in connection therewith; (iii) shall not have any claims or rights to damages or further compensation against PMA, FIFA, FIFA26 Inc., and/or any of their directors, officers, members, agents, auxiliary persons, representatives and/or employees, and expressly waives all such rights; and (iv) refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by PMA in writing prior to such statement.

21. Independent Contractor. The TBC Host City Authority's relationship with PMA will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. This Agreement does not form the basis for an on-going or regularly recurring agency relationship. The TBC Host City Authority is not the agent of PMA or FIFA26 Inc. and is not authorized to make any representation, warranty, contract, or commitment on behalf of PMA or FIFA26 Inc.. Any such representation, warranty, contract, or commitment on behalf of PMA or FIFA26 Inc. shall require the express written authorization of PMA or FIFA26 Inc. and the issuance of a special proxy by PMA or FIFA26 Inc. as applicable. Neither the TBC Host City Authority nor any of its subcontractors, if applicable, will be entitled to any of the benefits which PMA may make available to its employees, such as group insurance, profit-sharing or retirement benefits, unemployment or disability insurance, workers' compensation, health and welfare benefits, medical insurance, profit sharing, 401K or any employee stock purchase plans or any similar benefit. Further, the TBC Host City Authority waives any claim against the PMA for benefits provided to their subcontractors or employees during any period in which the TBC Host City Authority is determined to be a common law employee or some other designation and not an independent consultant. The TBC Host City Authority acknowledges that it makes this waiver knowingly and voluntarily. The TBC Host City Authority will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the TBC Host City Authority's performance of its obligations under this Agreement (and those of its subcontractors, if applicable). Because the TBC Host City Authority is an independent contractor, outside of the organizational structure of PMA will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on the TBC Host City Authority's behalf (or for any individual performing any obligations under this Agreement on behalf of the TBC Host City Authority if applicable). The TBC Host City Authority agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes (including state, federal or foreign income or other occupational tax) from payments to subcontractors, social security, disability and other contributions.

22. Anti-Corruption. The Parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the

Swiss Criminal Code) and art. 322octies and art. 322novies of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation. TBC Host City Authority will at all times observe and comply with, and will cause its affiliates, representatives, agents and employees to observe and comply with the regulations, laws and legislation to combat kickbacks and corruption, including, but not restricted to, the Foreign Corrupt Practices Act (“FCPA”) (15 U.S.C. § 78-dd-1 and ff., in the amended version), the UK Bribery Act of 2010, art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code), art. 322octies and art. 322novies of the Swiss Criminal Code, and any other act designed to fight bribery and corruption and about conflicts of interests which applies to TBC Host City Authority and/or FIFA26 Inc.. The TBC Host City Authority undertakes to not, and will cause its affiliates, representatives, agents and employees to not, make or offer, directly or indirectly, payments, gifts, favors, entertainments, trips and/or donations to any employee, service provider, members of the board or the various committees of FIFA and/or its affiliates (including FIFA26 Inc.) or any of their respective agents, employees and/or representatives, in relation to any aspect of this Agreement, to any public authority, political party and/or to any candidate for political office (in any country, state and/or municipality) or any other person (each of the foregoing, a “Relevant Person”) under circumstances where that payment, gift, favor, entertainment, trip and/or donation amounts to an unlawful payment and/or was given to derive an unfair advantage or any benefit from any such Relevant Person.

### 23. Data Protection.

23.1 The TBC Host City Authority is obligated to adhere to and implement all applicable data protection laws in performing its obligations under this Agreement.

23.2 The TBC Host City Authority shall:

- (a) notify FIFA26 Inc. immediately if, in TBC Host City Authority’s determination, any FIFA26 Inc. instructions infringe any applicable laws;
- (b) process personal data only in accordance with this Agreement unless the TBC Host City Authority is required to do otherwise by law. If it is so required, the TBC Host City Authority shall promptly notify FIFA26 Inc. before processing the personal data, unless doing so is prohibited by law.
- (c) ensure that it has put in place protective measures that have been approved by FIFA26 Inc. as appropriate to protect against data incidents, having taken into account the nature of the data to be protected, the harm that might result from a data incident, the state of technological development, and the cost of implementing any measures;
- (d) at the direction of FIFA26 Inc., delete or return personal data (and any copies thereof) to FIFA26 Inc. upon termination of this Agreement, unless the TBC Host City Authority is required by law to retain it; and
- (e) notify FIFA26 Inc. immediately if it (i) receives a data subject access request, (ii) receives a request to rectify, block or erase any personal data, (iii) receives any other request, complaint or communication relating to either Party’s obligations under applicable laws, (iv) receives any communication from any regulatory authority in connection with personal data processed in relation to this Agreement, (v) receives a request from any third party for disclosure of personal data where compliance with the request is required or purported to be required by law, or (vi) becomes aware of a data incident.

23.3 The TBC Host City Authority shall provide PMA and FIFA26 Inc. with full assistance in relation to either Party’s obligations under any applicable laws and any complaint, communication or request described in Clause 23.2 above.

23.4 When handling PMA and FIFA26 Inc. data (whether or not personal data), the TBC Host City Authority shall ensure that the security of the data is maintained in line with the security requirements of

FIFA26 Inc., as notified to the TBC Host City Authority from time to time.

**24. Indemnification / Limitation of Liability**

24.1 To the extent permitted by applicable laws, the TBC Host City Authority hereby waives any and all claims of liability against PMA, FIFA, FIFA26 Inc., and their officers, directors, members, agents, representatives or employees, for any loss or damage to the Team Base Camp Host City or any other personal or property losses or damages (including injuries and death), whether or not such loss or damage may have been caused by or resulted from the negligence of the FIFA, FIFA26 Inc., the Member Association their officers, directors, members, agents, representatives or employees.

24.2 Any such claims of liability caused by, or resulted from, intentional behavior by PMA, FIFA, FIFA26 Inc., their officers, directors, members, agents, representatives or employees remain unaffected from the waiver pursuant to Clause 24.1.

24.3 In addition, and without limiting the above, the TBC Host City Authority also agrees and acknowledges that PMA, FIFA, FIFA26 Inc., and their officers, agents, employees, licensees, representatives, or subcontractors shall not be liable for any damages, losses, costs and expenses resulting from or arising out of any safety and/or security incidents or accidents in the Team Base Camp Host City in connection with the Competition.

24.4 PMA, FIFA, FIFA26 Inc., and their officers, directors, members, agents, representatives or employees as well as licensees or sub-contractors shall not be liable to the TBC Host City Authority for any direct or indirect damages in connection with, or resulting from the cancellation, abandonment, postponement or relocation of the Competition.

**25. General**

25.1 The TBC Host City Authority may not transfer and/or assign any of its rights or obligations under this Agreement without the prior written consent of PMA, FIFA and FIFA26 Inc. PMA, FIFA and FIFA26 Inc. shall be entitled to transfer and/or assign any of their rights or obligations under this Agreement, and to delegate the performance of their obligations hereunder, to any third party. Any such purported assignment not in accordance with this Clause 25.1 will be null and void and a material breach of this Agreement.

25.2 Because the TBC Host City Authority's obligations under this Agreement are personal and unique and because the TBC Host City Authority may have access to and become acquainted with the Confidential Information of FIFA26 Inc., FIFA26 Inc. will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that FIFA26 Inc. may have for a breach of this Agreement.

25.3 All Confidential Information is provided "AS IS," without any warranty of any kind.

25.4 The rights and obligations of the Parties under this Agreement will be governed in all respects by the laws of Florida without regard to conflict of law principles. Any controversy, claim, or dispute ("Dispute") that may arise between two or more Parties with respect to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, that cannot be settled by negotiation between the Parties within a period of thirty (30) days shall be submitted for arbitration conducted in accordance with the JAMS Comprehensive Arbitration Rules with Expedited Procedures ("JAMS") in Florida, and judgment on the award rendered by the Arbitrator (as defined below) may be enforced in any court of competent jurisdiction. The Dispute shall be heard by three arbitrators (the "Arbitrators"), and the decision of the Arbitrators shall be final and binding on the disputing Parties. PMA

or FIFA26 Inc., on the one hand, and the TBC Host City Authority, on the other hand, shall each appoint one Arbitrator, and such two Arbitrators shall jointly appoint a third Arbitrator. If the two Arbitrators cannot agree on the appointment of the third Arbitrator, the third Arbitrator shall be appointed as promptly as possible by JAMS. The Parties shall request and use all reasonable efforts to assist the Arbitrators to reach a decision as soon as possible. The arbitration shall be scheduled no later than thirty (30) days after appointment of the Arbitrators, and the Arbitrators shall issue their decision within thirty (30) days of the submission of the matter to the Arbitrators for decision, and in no event more than sixty (60) days after appointment of the Arbitrators. Consistent with the expedited nature of arbitration, each Party will, upon the written request of the other Parties involved in the arbitration, promptly provide the others with copies of documents on which the producing Party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitrators, which determination shall be conclusive. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or Confidential Information. All hearings conducted by the Arbitrators shall be conducted in English and recorded by a court reporter for purposes of preparing a transcript. Upon the request of either Party, the Arbitrators' award shall include findings of fact and conclusions of law, provided that such findings and conclusions may be in summary form. In any arbitration arising out of or related to this Agreement, the Arbitrators shall award to the prevailing Party the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration or any action to enforce this arbitration clause. The Parties agree that the arbitration procedure shall be confidential and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the arbitration by any Party or a Party's agent, employee, or attorney shall remain confidential to the maximum extent permitted under Florida law. Any claim for relief, including all claims for preliminary, provisional, or injunctive relief, and all questions regarding the arbitrability of a claim or scope thereof, shall be submitted exclusively to the Arbitrators for determination, and in selecting arbitration the Parties agree and acknowledge that they are waiving the right to trial by jury.

**25.5 Notices.** Any notices required or permitted hereunder will be given to the appropriate Party in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, three days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses, electronic mail or facsimile information set forth in the description of the Parties or such other address, electronic mail or facsimile information as either Party may specify in writing, and, in the case of PMA, for the attention of the PMA Legal Department.

**25.6 Entire Agreement.** This Agreement constitutes the Parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. For the avoidance of doubt, no general terms and conditions of the TBC Host City Authority shall apply to this Agreement, even if any such general terms and conditions are sent to PMA by the TBC Host City Authority and PMA does not explicitly refute them.

**25.7 Waiver and Modification.** This Agreement may not be waived, modified or amended unless mutually agreed upon in writing by both Parties (except as expressly referenced in this Agreement, including in respect of modifications resulting from FIFA's issue of the 2026 FWC Hosting Requirements). In addition, any failure by PMA to exercise individual rights under this Agreement may not be interpreted as a waiver on the part of PMA with respect to these or other rights.

**25.8 Severability.** In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability will not prevent enforcement of any other provision of this Agreement.

**25.9 Counterparts.** This Agreement may be executed in two or more counterparts by facsimile or other

reliable electronic reproduction (including, without limitation, transmission by pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)), each of which will be considered an original, but all of which together will constitute one and the same instrument.

**TBC HOST CITY AUTHORITY ACKNOWLEDGES THAT TBC HOST CITY AUTHORITY HAS THE RIGHT TO CONSULT WITH INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT AND HAVE HAD A REASONABLE OPPORTUNITY TO DO SO, AND THAT TBC HOST CITY AUTHORITY EITHER HAS CONSULTED, OR ON TBC HOST CITY AUTHORITY'S OWN VOLITION CHOSEN NOT TO CONSULT, WITH SUCH COUNSEL. TBC HOST CITY AUTHORITY FURTHER ACKNOWLEDGES THAT TBC HOST CITY AUTHORITY HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH IT IMPOSES UPON TBC HOST CITY AUTHORITY WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO TBC HOST CITY AUTHORITY TO INDUCE TBC HOST CITY AUTHORITY TO SIGN THIS AGREEMENT. TBC HOST CITY AUTHORITY SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT FIFA26 Inc. WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY TBC HOST CITY AUTHORITY.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

**PARTICIPATING MEMBER  
ASSOCIATION**

By:



Name: Kazuyuki YUKAWA

Title: General Secretary

Date: 07, January, 2026

Fax: +81 3 3830 2005

Email: [yukawa@jfa.or.jp](mailto:yukawa@jfa.or.jp)

Address: 1-4-18 Koraku, Bunkyo-ku, Tokyo

112-0004, Japan

**PARTICIPATING MEMBER  
ASSOCIATION**

By:



Name: Naoki TSUMURA

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**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO THE AVAILABILITY OF FUNDS:

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Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

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Metropolitan Attorney