

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) is responsible for the registration of trademarks and designs. The Agentschap NL Octrooicentrum (www.octrooicentrum.nl) and the Belgian Office of Intellectual Property (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 law¹ and the unfair commercial practices Law², 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'

¹ 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

² 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