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ENTREGA DE GARANTÍAS DEL GOBIERNO FEDERAL PARA LA
CANDIDATURA DE LA COPA DEL MUNDO 2026

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Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026.

Declaración
Gubernamental firmada
por el Secretario de
Gobernación



SECRETARÍA DE GOBERNACIÓN

SCHEDULE 4.c
GOVERNMENT DECLARATION

GOVERNMENT DECLARATION

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

Ciudad de México; January 18, 2018.

Government Declaration relating to 2026 FIFA World Cup™ and FIFA World Cup Tests

Dear Mr President

On behalf of the Government and all local, regional or national governmental authorities in **México**, we very much welcome the possibility that the 2026 FIFA World Cup™ and the FIFA World Cup Tests may be staged in **México** and, in this regard, we hereby declare the following:

(i) **México** will welcome the presence of FIFA, all member associations of FIFA and all visitors from around the world in **México** in connection with the 2026 FIFA World Cup™ and its ancillary events as well as the FIFA World Cup Tests (such as parts of the preliminary competition of the 2026 FIFA World Cup™) (the "Competition"). In particular **México** guarantees that 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 Competition as well as that the national flag of each competing team may be flown and/or displayed inside the stadiums and that there shall be no discrimination of whatever nature.

(ii) **México** will fully support FIFA and its subsidiaries established in **México** as well as the **Federación Mexicana de Fútbol Asociación, A.C.** and the co-hosting **US Soccer Federation and Canadian Soccer Association**, and their dedicated subsidiaries ("Hosting Associations") in connection with the hosting and staging of the Competition.

(iii) The Government will fully support FIFA and the Hosting Associations in their efforts to achieve that the



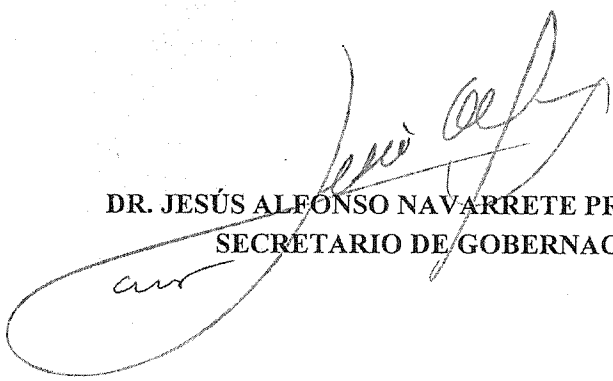
SECRETARÍA DE GOBERNACIÓN

hosting and staging of the Competition and any legacy and post-event related activities do not involve adverse impacts on internationally recognised human rights, including labour rights.

(iv) The Government is committed to respecting, protecting and fulfilling human rights, including labour rights, in connection with the hosting and staging of the Competition and any legacy and post-event related activities, with particular attention to the provision of security, potential resettlement and eviction, labour rights (including those of migrant workers), rights of children, gender and other forms of discrimination and freedom of expression and peaceful assembly, and will ensure that access to effective remedies is available where such adverse impacts do occur, including judicial and non-judicial complaint mechanisms with the power to investigate, punish and redress human rights violations.

MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026.

7 Garantías
Gubernamentales
firmadas por el Secretario
de Gobernación

ENTREGA DE GARANTÍAS DEL GOBIERNO FEDERAL PARA LA
CANDIDATURA DE LA COPA DEL MUNDO 2026

GARANTÍAS GUBERNAMENTALES FIRMADAS POR EL
SECRETARIO DE GOBERNACIÓN

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Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026

Migración, emisión de
visas y procedimientos de
ingreso al país



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SECRETARIO

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

Ciudad de México; January 18, 2018.

Government Guarantee relating to 2026 FIFA World Cup™ and the FIFA World Cup Tests

Visas, Permits, Immigration, Check-in Procedures

Dear Mr. President

In relation to the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in México, Canada and the United States of America, the Government of México, represented by the undersigned who is duly authorized to act and provide this Government Guarantee on behalf of México, hereby ensures and guarantees to FIFA the following:

A. Definitions

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

2026 FWC Entity – the FIFA Subsidiary established by FIFA in México or in the country of a Co-Hosting Association as central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Hosting Association and the Co-Hosting Associations.

“**2026 FWC Subsidiary**” means a subsidiary, branch, office or other representation established by the 2026 FWC Entity in México or in the country of a Co-Hosting Association (where the 2026 FWC Entity itself is not established).

Co-Hosting Associations –**Canada Soccer Association and the US Soccer Federation** being the national football associations officially affiliated to FIFA in **Canada and the United States of America** which are appointed by FIFA for the co-organisation of the Competition in México, Canada and the United States of America, and which, together with the Hosting Association, assume from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by one or more of the Co-Hosting Associations and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain



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responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Hosting Association and the other Co-Hosting Association.

Competition – collectively, the 2026 FIFA World Cup™ and the FIFA World Cup Tests, including any Matches and Competition-related Events.

Competition-related Events – any and all events or activities other than Matches which are directly or indirectly related to the Competition officially organised, supported, sanctioned or endorsed by, or under the auspices of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations, 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) The FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws;
- b) Any media and marketing events, including press conferences and launch activities such as the mascot launch;
- c) Any seminars, meetings, conferences and workshops;
- d) Any official public viewing or other fan-related events, including the FIFA Fan Fests;
- e) Any cultural activities and events, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- f) Any sustainability activities, including events, activities and/or programmes developed by FIFA which promote sustainable event management and/or sustainable development and contribute to FIFA's mission to building a better future as well as the FIFA legacy projects;
- g) Any football matches and training sessions; and
- h) Any other activities that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations consider relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competition.

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

FIFA Commercial Affiliates – any entities which have been or will be granted any media, marketing,



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sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Competition.

FIFA Contractors – any individuals and entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any individual or entities, directly or indirectly authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries, in relation to the Competition and/or any Competition-related Event, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as any sub-contractors of such entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, which are:

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

FIFA Fan Fest - a secured and officially branded fan entertainment area offering visitors, in particular, the possibility to view Matches on one or more giant screens established in the Host Cities or at other locations in México.

FIFA Host Broadcaster – any entity licensed or appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to the Competition and/or any Competition-related Event, (v) any official film or Competition-related documentaries in connection with the teams or individuals being involved in the Competition and/or any Competition-related Event.

FIFA Listed Individuals – any individuals accredited to the Competition and/or any Competition-related Event and/or any individuals listed by, or on behalf of, FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries to attend the Competition and/or any Competition-related Event (including guests of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries, but not including Media Representatives, the general



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public or hospitality customers).

FIFA Member Associations – any national football associations officially affiliated to FIFA, whether or not participating in the Competition, and including the Hosting Association and Co-Hosting Associations.

FIFA Service Providers – the following entities licensed or appointed based on any other contractual relationship, by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's, the 2026 FWC Entity's or the 2026 FWC Subsidiaries' appointees or licensees, in relation to the organisation and staging of the Competition and/or any Competition-related Event:

a) accommodation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-) sell an inventory of guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and other facilities in a hotel or other accommodations;

b) transportation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-) sell an inventory of transportation services or to provide transportation vehicles and/or transportation services;

c) tour operator programme coordinators, which shall be one or more general coordinators with the obligation to manage the tour operator programme designed, managed, licensed or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and/or to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with the right to attend a Competition and/or any Competition-related Event;

d) ticketing inventory coordinators, which shall be one or more general coordinators with the obligation to produce, manage and/or sell any Match tickets or to administer Match ticket allocations as determined or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries or to enforce any Match ticket-related rights by FIFA;

e) hospitality inventory coordinators, which shall be one or more general coordinators with the obligation to design a hospitality programme for the Competition and/or any Competition-related Event and/or to produce, manage and/or sell a package of certain hospitality services or products provided inside or outside of a Competition venue or a venue of any Competition-related Event in combination with the right to attend a Competition and/or any Competition-related Event;

f) IT solution coordinators, which shall be one or more general coordinators with the obligation to design, manage, implement, operate, maintain and/or deliver hardware or software components of the information



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technology for FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries in relation to the Competition and/or any Competition-related Event; or

g) any further coordinators with the obligation to design, manage, implement, operate, purchase, sell, maintain and/or deliver any services or goods that are required for the Competition or a Competition-related Event, whenever the respective agreements provide for a compensation structure under which FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries contractually at least bears the actual or budgeted costs necessary for providing such services or goods.

FIFA Subsidiary – any entity in which FIFA, directly and/or indirectly, owns at least 75.1 % (seventy five point one percent) of its capital or voting interest as well as subsidiaries of such entities in which FIFA and/or such entity owns at least 75.1 % (seventy five point one percent) of the capital or voting interest, regardless of whether such entity are resident inside or outside of **México**, including the 2026 FWC Entity and the 2026 FWC Subsidiaries.

FIFA World Cup Tests - additional FIFA football competitions, such as parts of the preliminary competition of the Competition, used as operational test(s) for the Competition.

Government – the national government of **México**.

Government Guarantee – a guarantee issued and executed by the Government or the competent local, regional or national governmental authority in **México**, which represents a unilateral legal act for the benefit of FIFA.

Hosting Association – Federación Mexicana de Fútbol Asociación, A.C., being the national football association officially affiliated to FIFA in **México** which is appointed by FIFA for the co-organisation of the Competition in **México, Canada and the United States of America**, which, together with the Co-Hosting Associations, assumes from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by the Hosting Association and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Co-Hosting Associations.

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

Media Representatives - means all professional representatives of any media entities to whom FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries grants the right to receive an official media accreditation to access a stadium and or further sites of the Competition and/or any Competition-related Event.



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Volunteers – Individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary the Hosting Association and/or the Co-Associations under a special volunteer program and on a free of charge basis (except for the reimbursement of actual expenditures or in form of a lump sum compensation), for certain supportive functions for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and/or any FIFA Contractor in relation to the Competition and/or any Competition-related Event.

B. Government Guarantee on Entitlement to Visas and Permits

1) **México** guarantees to FIFA that, in principle, no entry visas, residence permits or exit permits shall be required to enter, stay in or exit from, **México** for the entities and individuals for such periods as stated in Section B. 3) below provided that (i) they are entering, or staying in, **México** in connection with the Competition and/or Competition-related Event, and (ii) there are no national security reasons for denying entry, stay or exit in particular cases.

2) This exemption pursuant to Section B. 1) above shall generally apply unless the national immigration and security standards in **México** would be, in a significant manner, adversely affected by such general exemption.

3) This exemption pursuant to Section B. 1) above will have legal effect as follows:

(i) For a period commencing on the date of the appointment of **México** as host for the Competition and ending on 31 December 2026, in relation to:

a) FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary staff and officials as well as members of the FIFA delegation, including Match officials;

b) Staff of the Hosting Association and the Co-Hosting Associations; and

c) FIFA Contractors staff.

México guarantees to FIFA that, in the event that entry visas, residence permits or exit permits are required to enter, stay in or exit from, **México** pursuant to Section B. 2) above, any visas or permits to be issued to individuals listed in this Section B. 3) (i) shall be visas or permits for a term of at least two (2) years permitting unrestricted multiple entries for the period defined in this Section B. 3) (i) and without limitation of stay within such period.

(ii) For a period commencing one (1) year prior to the Competition or one (1) month prior to a Competition-related Event, and ending one (1) month thereafter, in relation to:



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a) FIFA Member Associations staff and officials.

México guarantees to FIFA that, in the event that entry visas, residence permits or exit permits are required to enter, stay in or exit from, **México** pursuant to Section B. 2) above, any visas or permits to be issued to individuals listed in this Section B. 3) (ii) shall be visas or permits permitting unrestricted multiple entries for the period defined in this Section B. 3) (ii) and without limitation of stay within such period.

(iii) For a period commencing one (1) month prior to the Competition or a Competition-related-Event, and ending one (1) month thereafter, in relation to:

a) FIFA Confederations staff and officials;

b) Volunteers;

c) Media Representatives;

d) FIFA Listed Individuals; and

e) Spectators and hospitality customers of the Competition, and all further individuals who can demonstrate attendance or involvement of whatever nature in the Competition or in the Competition-related Events.

México guarantees to FIFA that, in the event that entry visas, residence permits or exit permits are required to enter, stay in or exit from, **México** pursuant to Section B. 2) above, any visas or permits to be issued to individuals listed in this Section B. 3) (iii) shall be visas or permits permitting unrestricted multiple entries for the period defined in this Section B. 3) (iii) and without limitation of stay within such period.

4) **México** guarantees to FIFA that, in the event that entry visas, residence permits or exit permits are required to enter, stay in or exit from, **México** pursuant to Section B. 2) above, for the specific periods defined, and individuals listed, in Section B. 3) above, that such visas or permits will be granted unconditionally and without any restriction, and without discrimination of any kind, such as race, skin colour, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, disability, wealth, birth or any other status, sexual orientation, or on any other grounds, provided that there are no national security reasons for denying entry, stay or exit in particular cases.

5) In the event that entry, stay or exit is refused, or the issuance of a visa or permit is withheld, in a particular case for national security reasons, FIFA shall be informed about such refusal or withholding and be provided with a reasonable explanation on the national security reasons.

C. Government Guarantee on Issuance Procedures for Visas and Permits



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1) In the event that entry visas, residence permits or exit permits are required to enter, stay in or exit from, **México** pursuant to Section B. 2) above, **México** guarantees to FIFA that for the issuance of visas or permits, the following shall apply:

(i) Individuals listed in Section B. 3) (i), (ii) and (iii) lit. e) to h) above shall not be charged any fees or expenses for the issuance of a visa or permit; and

(ii) Individuals listed in Section B. 3) (iii) lit. i) above shall only be charged the standard fees or expenses customarily applicable in **México**, which shall be applied in a non-discriminatory manner.

2) **México** guarantees to FIFA that visas or permits for any individuals listed in Section B. 3) (i) to (iii) above shall be issued without delay in expedited procedures. Such administration procedures shall be simple, allow for issuance at any official representation of **México** (e.g. embassies, consulates) and shall permit visa and permit applications by mail without necessity of personal presence of the applicant.

3) **México** guarantees to FIFA that applications for visas or permits submitted by any individuals listed in Section B. 3) (i) to (iii) above shall be given priority treatment through the provision of fast and accelerated issuance procedures, at no cost.

D. Immigration/Entry, Exit and Check-In Procedures

México guarantees to FIFA that the individuals listed in Section B. 2) lit. a), b), d), e) and h) above, will be provided, at no costs, priority treatment through the provision of special immigration/entry, exit and check-in procedures in **México**.

México guarantees that the provisions contained in this Government Guarantee are legally binding and fully valid as well as directly applicable and fully enforceable in accordance with its terms and shall remain legally binding, fully valid, directly applicable and fully enforceable, irrespective of any change in the Government of **México**, or any change in the laws and regulations.

Without limiting the guarantee regarding its legally binding effect, validity, applicability and enforceability, the Government of **México** undertakes to FIFA to take:

(i) If and to the extent necessary, any steps to initiate legislative proceedings for the enactment of any special laws, regulations and/or ordinances necessary to ensure that the implementation, performance and enforcement of this Government Guarantee is enacted by no later than 31 May 2021; and

(ii) Such alternative measures, within the authority of the Government and compliant with the local laws in **México**, to provide FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary



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with the best possible level of legal certainty for the full implementation, performance and enforcement of the relevant aspects of the issued Government Guarantee and Government Declaration.

México guarantees to FIFA to closely and amicably coordinate its activities in relation to, and its support for, the Competition and Competition-related Events with the governments of the countries of the Co-Hosting Associations as well as with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and the Co-Hosting Associations to ensure a coordinated and consistent implementation of the Government Guarantees and the government guarantees given by the governments of the countries of the Co-Hosting Associations.

México shall bear all costs and expenses in relation to the undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.

México shall not claim any immunity from proceedings brought by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to this Government Guarantee.

México guarantees that all relevant correspondence and discussions in relation to this Government Guarantee shall be conducted in English or to provide certified translations into English of any such correspondence.

The signatory of this Government Guarantee guarantees to have the competence to validly execute this Government Guarantee.

Any disputes arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be in Zurich, Switzerland, and the language of the proceedings shall be English.

MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026

Permisos de trabajo y excepciones en materia laboral



SECRETARIO

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

Ciudad de México; January 18, 2018.

Government Guarantee relating to 2026 FIFA World Cup™ and the FIFA World Cup Tests

Work Permits & Labour Law

Dear Mr. President

In relation to the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in México, Canada and the United States of America, the Government of México, represented by the undersigned who is duly authorized to act and provide this Government Guarantee on behalf of México, hereby ensures and guarantees to FIFA the following:

A. Definitions

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

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including any entity co-owned with the Hosting Association and the other Co-Hosting Association.

Competition – collectively, the 2026 FIFA World Cup™ and the FIFA World Cup Tests, including any Matches and Competition-related Events.

Competition-related Events – any and all events or activities other than Matches which are directly or indirectly related to the Competition officially organised, supported, sanctioned or endorsed by, or under the auspices of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations, 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) The FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws;
- b) Any media and marketing events, including press conferences and launch activities such as the mascot launch;
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- f) Any sustainability activities, including events, activities and/or programmes developed by FIFA which promote sustainable event management and/or sustainable development and contribute to FIFA's mission to building a better future as well as the FIFA legacy projects;
- g) Any football matches and training sessions; and
- h) Any other activities that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations consider relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competition.

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and/or the Competition.

FIFA Contractors – any individuals and entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any individual or entities, directly or indirectly authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries, in relation to the Competition and/or any Competition-related Event, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as any sub-contractors of such entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, which are:

- a) Asian Football Confederation (AFC);
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FIFA Member Associations – any national football associations officially affiliated to FIFA, whether or not participating in the Competition, and including the Hosting Association and Co-Hosting Associations.

FIFA Service Providers – the following entities licensed or appointed based on any other contractual relationship, by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's, the 2026 FWC Entity's or the 2026 FWC Subsidiaries' appointees or licensees, in relation to the organisation and staging of the Competition and/or any Competition-related Event:

- a) Accommodation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-) sell an inventory of guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and other facilities in a hotel or other accommodations;
- b) Transportation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-) sell an inventory of transportation services or to provide transportation vehicles and/or transportation services;
- c) Tour operator programme coordinators, which shall be one or more general coordinators with the obligation to manage the tour operator programme designed, managed, licensed or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and/or to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with the right to attend a Competition and/or any Competition-related Event;
- d) Ticketing inventory coordinators, which shall be one or more general coordinators with the obligation to produce, manage and/or sell any Match tickets or to administer Match ticket allocations as determined or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries or to enforce any Match ticket-related rights by FIFA;
- e) Hospitality inventory coordinators, which shall be one or more general coordinators with the obligation to design a hospitality programme for the Competition and/or any Competition-related Event and/or to produce, manage and/or sell a package of certain hospitality services or products provided inside or outside of a Competition venue or a venue of any Competition-related Event in combination with the right to attend a Competition and/or any Competition-related Event;
- f) IT solution coordinators, which shall be one or more general coordinators with the obligation to design, manage, implement, operate, maintain and/or deliver hardware or software components of the information technology for FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries in relation to the Competition and/or any Competition-related Event; or



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g) Any further coordinators with the obligation to design, manage, implement, operate, purchase, sell, maintain and/or deliver any services or goods that are required for the Competition or a Competition-related Event, whenever the respective agreements provide for a compensation structure under which FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries contractually at least bears the actual or budgeted costs necessary for providing such services or goods.

FIFA Subsidiary – any entity in which FIFA, directly and/or indirectly, owns at least 75.1 % (seventy five point one percent) of its capital or voting interest as well as subsidiaries of such entities in which FIFA and/or such entity owns at least 75.1 % (seventy five point one percent) of the capital or voting interest, regardless of whether such entity are resident inside or outside of **México**, including the 2026 FWC Entity and the 2026 FWC Subsidiaries.

FIFA World Cup Tests - additional FIFA football competitions, such as parts of the preliminary competition of the Competition, used as operational test(s) for the Competition.

Government – The national government of **México**.

Government Guarantee – a guarantee issued and executed by the Government or the competent local, regional or national governmental authority in **México**, which represents a unilateral legal act for the benefit of FIFA.

Hosting Association – Federación Mexicana de Fútbol Asociación, A.C.; being the national football association officially affiliated to FIFA in **México** which is appointed by FIFA for the co-organisation of the Competition in **México**, Canada and the United States of America, which, together with the Co-Hosting Associations, assumes from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by the Hosting Association and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Co- Hosting Associations.

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

Media Representatives - means all professional representatives of any media entities to whom FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries grants the right to receive an official media accreditation to access a stadium and or further sites of the Competition and/or any Competition-related Event.

Volunteers – Individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary the Hosting Association and/or the Co-Associations under a special volunteer program and on a free of charge basis (except for the reimbursement of actual expenditures or in form of a lump sum



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compensation), for certain supportive functions for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and/or any FIFA Contractor in relation to the Competition and/or any Competition-related Event.

B. Government Guarantee on Entitlement to Work Permits

1) **México**, guarantees to FIFA that, if work permits or other permits are required under local laws to enable foreign nationals to work in **México**, **México** will issue valid permits unconditionally and without any restriction, and without discrimination of any kind, such as race, skin colour, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, disability, wealth, birth or any other status, sexual orientation, or on any other grounds (without prejudice to legitimate positive discrimination programmes, in particular for people who live in proximity to the locations where the Competition takes place and for people who face discrimination in employment on the above grounds), in relation to the entities and individuals as stated below provided that they are working in **México** in connection with the Competition and/or a Competition-related Event.

2) This Government Guarantee to issue valid permits pursuant to Section B. 1) above will have legal effect as follows:

(i) For a period commencing on the date of the appointment of **México** as host for the Competition and ending on 31 December 2026, in relation to:

a) Staff and officials of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary as well as members of the FIFA delegation, including Match officials;

b) Staff of the Hosting Association and the Co-Hosting Associations; and

c) FIFA Contractors staff.

(ii) For a period commencing one (1) year prior to the Competition or one (1) month prior to a Competition-related Event, and ending six (6) months thereafter, in relation to:

a) FIFA Member Associations staff and officials, including the Hosting Association.

(iii) For a period commencing one (1) month prior to the Competition or a Competition-related-Event, and ending one (1) month thereafter, in relation to:

a) Volunteers



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- b) Media Representatives; and
- c) FIFA Listed Individuals if accredited.

C. Government Guarantee on Labour Law and other related Legislation

1) **México** guarantees that all workers, including foreign and migrant workers, directly or indirectly employed in connection to the hosting and staging of the Competition and any legacy and post- event related activities be treated equally and in accordance with the existing labour law and collective agreements (if any) related to recruitment, wages, working time, overtime compensation, holidays, health and safety, social security, illness and the other benefits.

2) **México** guarantees to grant exemptions from labour law or other related legislation which would restrict any of the individuals listed in Section C.3) below from performing their duties or activities relating to the Competition and/or certain Competition-related Events, such as limitations on working hours and ancillary obligations, off-days or holidays.

3) These exemptions from labour laws and other related legislation pursuant to Section C. 2) above will have legal effect as follows:

(i) For a period commencing twelve (12) months prior to the Competition or six (6) months prior to a Competition-related Event, and ending one (1) month thereafter, in relation to:

a) Staff and officials of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary as well as members of the FIFA delegation, including Match officials;

b) FIFA Member Associations, including Hosting Association and the Co-Hosting Associations, staff and officials;

c) FIFA Contractors staff;

d) Media Representatives; and

e) FIFA Listed Individuals, if accredited.

4) The exemptions from labour laws and other related legislation pursuant to Section C. 2) above, shall:

(i) Not undermine or compromise the Government's commitment to respecting, protecting and fulfilling human rights, including labour rights, in connection with the hosting and staging of the Competition, with



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particular attention to labour rights (including those of migrant workers), rights of children, gender and other forms of discrimination and freedom of expression and peaceful assembly;

(ii) Only apply to companies and workers directly involved in the preparation, organisation, hosting and staging of the Competition and/or a Competition-related Event during the time described in Section C. 3) (i) above; and

(iii) Not apply to any other companies and personnel, in particular companies or workers involved in connection with the construction and operation of general infrastructure (e.g. airports, train stations etc.), the construction of stadiums and further Competition sites or the construction and operation of hotels.

D. Procedures for issuance of work permits and labour law related issues

1) **México** guarantees to FIFA that for the issuance of work permits, the following shall apply:

(i) Individuals listed in Section B. 2) lit. a) through d) above shall not be charged any fees or expenses for the issuance of a visa or permit; and

(ii) Individuals listed in Section B. 2) lit. e) to g) above shall only be charged the standard fees or expenses customarily applicable in **México**, which shall be applied in a non-discriminatory manner.

2) **México** guarantees to FIFA to provide expeditious and high quality administrative assistance and to nominate a single point of contact to co-ordinate all permit requests or other labour law related issue.

México guarantees that the provisions contained in this Government Guarantee are legally binding and fully valid as well as directly applicable and fully enforceable in accordance with its terms and shall remain legally binding, fully valid, directly applicable and fully enforceable, irrespective of any change in the Government of **México**, or any change in the laws and regulations.

Without limiting the guarantee regarding its legally binding effect, validity, applicability and enforceability, the Government of **México** undertakes to FIFA to take:

(i) If and to the extent necessary, any steps to initiate legislative proceedings for the enactment of any special laws, regulations and/or ordinances necessary to ensure that the implementation, performance and enforcement of this Government Guarantee is enacted by no later than 31 May 2021; and

(ii) Such alternative measures, within the authority of the Government and compliant with the local laws in **México**, to provide FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary with the best possible level of legal certainty for the full implementation, performance and enforcement of the



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relevant aspects of the issued Government Guarantee and Government Declaration.

México guarantees to FIFA to closely and amicably coordinate its activities in relation to, and its support for, the Competition and Competition-related Events with the governments of the countries of the Co-Hosting Associations as well as with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and the Co-Hosting Associations to ensure a coordinated and consistent implementation of the Government Guarantees and the government guarantees given by the governments of the countries of the Co-Hosting Associations.

México shall bear all costs and expenses in relation to the undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.

México shall not claim any immunity from proceedings brought by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to this Government Guarantee.

México guarantees that all relevant correspondence and discussions in relation to this Government Guarantee shall be conducted in English or to provide certified translations into English of any such correspondence.

The signatory of this Government Guarantee guarantees to have the competence to validly execute this Government Guarantee.

Any disputes arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be in Zurich, Switzerland, and the language of the proceedings shall be English.

MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026

Exenciones de Impuestos
y operaciones con
moneda extranjera
(SHCP)



SECRETARIO

SECRETARÍA DE GOBERNACIÓN

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

Ciudad de México; January 18, 2018.

Government Guarantee relating to 2026 FIFA World Cup™ and the FIFA World Cup Tests

Tax Exemptions and Foreign Exchange Undertakings

Dear Mr. President

In relation to the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in México, Canada and the United States of America, the Government of México, represented by the undersigned who is duly authorized to act and provide this Government Guarantee on behalf of México, hereby ensures and guarantees to FIFA the following:

A. Definitions

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

2026 FWC Entity – the FIFA Subsidiary established by FIFA in México or in the country of a Co-Hosting Association as central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Hosting Association and the Co-Hosting Associations.

“**2026 FWC Subsidiary**” means a subsidiary, branch, office or other representation established by the 2026 FWC Entity in México or in the country of a Co-Hosting Association (where the 2026 FWC Entity itself is not established).

Co-Hosting Associations – Canada Soccer Association and the US Soccer Federation being the national football associations officially affiliated to FIFA in Canada and the United States of America, which are appointed by FIFA for the co-organisation of the Competition in México, Canada and the United States of America, which, together with the Hosting Association, assume from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by one or more of the Co-Hosting Associations and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain



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responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Hosting Association and the other Co-Hosting Association.

Competition – collectively, the 2026 FIFA World Cup™ and the FIFA World Cup Tests, including any Matches and Competition-related Events.

Competition-related Events – any and all events or activities other than Matches which are directly or indirectly related to the Competition officially organised, supported, sanctioned or endorsed by, or under the auspices of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations, 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) The FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws;
- b) Any media and marketing events, including press conferences and launch activities such as the mascot launch;
- c) Any seminars, meetings, conferences and workshops;
- d) Any official public viewing or other fan-related events, including the FIFA Fan Fests;
- e) Any cultural activities and events, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- f) Any sustainability activities, including events, activities and/or programmes developed by FIFA which promote sustainable event management and/or sustainable development and contribute to FIFA's mission to building a better future as well as the FIFA legacy projects;
- g) Any football matches and training sessions; and
- h) Any other activities that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations consider relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competition.

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

FIFA Commercial Affiliates – any entities which have been or will be granted any media, marketing,



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sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Competition.

FIFA Contractors – any individuals and entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any individual or entities, directly or indirectly authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries, in relation to the Competition and/or any Competition-related Event, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as any sub-contractors of such entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, which are:

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

FIFA Fan Fest - a secured and officially branded fan entertainment area offering visitors, in particular, the possibility to view Matches on one or more giant screens established in the Host Cities or at other locations in **México**.

FIFA Host Broadcaster – any entity licensed or appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to the Competition and/or any Competition-related Event, (v) any official film or Competition-related documentaries in connection with the teams or individuals being involved in the Competition and/or any Competition-related Event.

FIFA Listed Individuals – any individuals accredited to the Competition and/or any Competition-related Event and/or any individuals listed by, or on behalf of, FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries to attend the Competition and/or any Competition-related Event (including guests of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries, but not including Media Representatives, the general public or hospitality customers).

FIFA Member Associations – any national football associations officially affiliated to FIFA, whether or not participating in the Competition, and including the Hosting Association and Co-Hosting Associations.



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FIFA Service Providers – the following entities licensed or appointed based on any other contractual relationship, by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's, the 2026 FWC Entity's or the 2026 FWC Subsidiaries' appointees or licensees, in relation to the organisation and staging of the Competition and/or any Competition-related Event:

- a) Accommodation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and other facilities in a hotel or other accommodations;
- b) Transportation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of transportation services or to provide transportation vehicles and/or transportation services;
- c) Tour operator programme coordinators, which shall be one or more general coordinators with the obligation to manage the tour operator programme designed, managed, licensed or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and/or to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with the right to attend a Competition and/or any Competition-related Event;
- d) Ticketing inventory coordinators, which shall be one or more general coordinators with the obligation to produce, manage and/or sell any Match tickets or to administer Match ticket allocations as determined or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries or to enforce any Match ticket-related rights by FIFA;
- e) Hospitality inventory coordinators, which shall be one or more general coordinators with the obligation to design a hospitality programme for the Competition and/or any Competition-related Event and/or to produce, manage and/or sell a package of certain hospitality services or products provided inside or outside of a Competition venue or a venue of any Competition-related Event in combination with the right to attend a Competition and/or any Competition-related Event;
- f) IT solution coordinators, which shall be one or more general coordinators with the obligation to design, manage, implement, operate, maintain and/or deliver hardware or software components of the information technology for FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries in relation to the Competition and/or any Competition-related Event; or
- g) Any further coordinators with the obligation to design, manage, implement, operate, purchase, sell, maintain and/or deliver any services or goods that are required for the Competition or a Competition-related Event,



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whenever the respective agreements provide for a compensation structure under which FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries contractually at least bears the actual or budgeted costs necessary for providing such services or goods.

FIFA Subsidiary – any entity in which FIFA, directly and/or indirectly, owns at least 75.1 % (seventy five point one percent) of its capital or voting interest as well as subsidiaries of such entities in which FIFA and/or such entity owns at least 75.1 % (seventy five point one percent) of the capital or voting interest, regardless of whether such entity are resident inside or outside of **México**, including the 2026 FWC Entity and the 2026 FWC Subsidiaries.

FIFA World Cup Tests - additional FIFA football competitions, such as parts of the preliminary competition of the Competition, used as operational test(s) for the Competition.

Government – the national government of **México**.

Government Guarantee – a guarantee issued and executed by the Government or the competent local, regional or national governmental authority in **México**, which represents a unilateral legal act for the benefit of FIFA.

Hosting Association – Federación Mexicana de Fútbol Asociación, A.C, being the national football association officially affiliated to FIFA in **México** which is appointed by FIFA for the co-organisation of the Competition in **México**, Canada and the United States of America, which, together with the Co-Hosting Associations, assumes from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by the Hosting Association and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Co- Hosting Associations.

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

Media Representatives - means all professional representatives of any media entities to whom FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries grants the right to receive an official media accreditation to access a stadium and or further sites of the Competition and/or any Competition-related Event.

“**2026 FWC Legacy Fund**” means a Competition-related legacy fund set up by FIFA in connection with hosting and staging the Competition, with the aim to ensure a social benefit along with a football impact across the Host Country and the other co-host countries in the areas of infrastructure development, youth football development, women’s football development, medical prevention/public health and social programmes for



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underprivileged communities.

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

Profit Tax(es) – any Taxes, which are based, measured or calculated on realized or unrealized profits or which are levied on the transfer or repatriation of profits or capital as well as any interest, penalties, costs and expenses reasonably related thereto.

Seconded Individuals – any (i) employees of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, FIFA Confederations, Co-Hosting Associations, FIFA Member Associations (excluding the Hosting Association), the FIFA Host Broadcaster and FIFA Service Providers, provided that the respective entity does not have its registered office in **México** and (ii) other individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary and/or by the Co-Hosting Associations with no registered office in **México** to carry out functions in connection with the Competition and/or the Competition-related Events.

Tax(es) – any forms of current or future taxation and statutory, governmental and state duties, charges, fees, levies or other assessments, imposts and contributions, which are or will be levied in **México** by federal, state, municipal or local authorities or by any other authorities or bodies in **México** on any level including, but not limited to, income taxes (personal or corporate), capital taxes, property taxes, wealth taxes, stamp duties (both on the issuance and on the transfer of securities), gains taxes, withholding taxes, dividend taxes, source taxes, real estate taxes, betterment taxes, value-added taxes, turnover taxes, sales taxes, ad valorem taxes, customs duties, import and export taxes or duties, anti-dumping taxes, import restriction levies, environment taxes, entertainment taxes, advertisement taxes, taxes on financial transactions, social security contributions, pension fund obligations, retirement scheme obligations as well as any interest, penalties, costs and expenses reasonably related thereto.

Volunteers – Individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary the Hosting Association and/or the Co-Associations under a special volunteer program and on a free of charge basis (except for the reimbursement of actual expenditures or in form of a lump sum compensation), for certain supportive functions for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and/or any FIFA Contractor in relation to the Competition and/or any Competition-related Event.

B. Full Tax Exemption of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA



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Subsidiary

México guarantees to FIFA that:

- 1) FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary, irrespective of whether or not having their registered office in **México**, as well as the 2026 FWC Legacy Fund will be fully exempt from any Taxes in **México**. FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary as well as the 2026 FWC Legacy Fund will be treated as fully Tax exempt entities;
- 2) The exemption stated in this Section shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the rendering of services and delivery of goods, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by and/or to FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary or the 2026 FWC Legacy Fund;
- 3) This shall, in particular and without limitation, mean:
 - (i) No Taxes will be levied on any profits made by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or any other FIFA Subsidiary or the 2026 FWC Legacy Fund;
 - (ii) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through a) the rendering of services and delivery of goods, b) accounting credits, c) other deliveries, d) applications or e) remittances, made to and/or made by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary or the 2026 FWC Legacy Fund.
 - (iii) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by and/or to FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary or the 2026 FWC Legacy Fund;
- 4) The exemptions stated in this Section shall apply irrespective of whether the dealing at arm's length principle has been adhered to or whether applicable transfer pricing regulations have been met;
- 5) As a sole exception to the exemptions stated under the Section B. 3) (ii) and (iii) above, VAT, sales tax or the like at a unified rate of a maximum of ten percent (10%) of the net ticket price as determined by FIFA may be levied on ticket sales related to the Competition to third parties whereby no VAT, sales tax or the like may be levied on tickets used by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or any other FIFA Subsidiary for its own purposes as defined by FIFA. Such VAT, sales tax or the like on ticket sales to third parties (if any) shall be levied at a unified rate throughout **México** independent from the venue of the respective



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Match. Such VAT, sales tax or the like (if any) shall be administered by a single governmental body on the basis of a simple administrative procedure. No other Taxes shall be charged on any revenues or profits generated by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or FIFA Subsidiary through the sale of tickets;

6) Where in exceptional cases any Taxes are levied on FIFA, the FIFA Event Company, any other FIFA Subsidiary and/or the 2026 FWC Legacy Fund (e.g. value added taxes, sales taxes or the like), FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary and the 2026 FWC Legacy Fund are entitled to a full refund of such Taxes based on an easy and facilitated refund procedure to be established by the Government; and

7) This Tax exemption will have legal effect from the date of the appointment of **México** as host for the Competition and ending on 31 December 2028. Irrespective thereof, as sole exception to this term, (i) payments made by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in cash, value-in-kind or otherwise to the 2026 FWC Legacy Fund and vice versa in **México** for any sustainability events as well as related activities, projects and/or programmes shall continue to be exempt from Taxes without any time limit and (ii) the Tax exemptions of the 2026 FWC Legacy Fund as stated in this Section shall have no time limit.

C. Full Tax Exemption of Hosting Association, Co-Hosting Associations, FIFA Confederations, FIFA Member Associations relating to the Competition and/or the Competition-related Events

México guarantees to FIFA that:

1) The entities listed below, irrespective of whether or not having their registered office in **México**, will be fully exempt from any Taxes in **México** related to any and all taxable events, carried out in **México** or abroad, provided that such taxable events are directly or indirectly related to any of the Competition and/or the Competition-related Events. In this respect, the following entities will be treated as fully tax exempt entities:

(i) The Hosting Association and the Co-Hosting Associations;

(ii) FIFA Confederations;

(iii) FIFA Member Associations (other than the Hosting Association and the Co-Hosting Associations);

2) This Tax exemption shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through a) the rendering of services and delivery of goods, b) accounting credits, c) other deliveries, d) applications, or e) remittances, made by and/or to the



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entities listed in this Section;

3) This Tax exemption shall, in particular and without limitation, mean:

(i) No Taxes will be levied on any profits made by the entities listed in Section C. 1) above;

(ii) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through a) the rendering of services and delivery of goods, b) accounting credits, c) other deliveries, d) applications or e) remittances, made to and/or made by the entities listed in Section C. 1) above; and

(iii) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by and/or to the entities listed in Section C. 1) above:

4) Where in exceptional cases any Taxes are levied on any entities listed in Section C. 1) above (e.g. value added taxes, sales taxes or the like), **México**, guarantees to FIFA that the entities listed in Section C. 1) above are entitled to a full refund of such Taxes based on an easy and facilitated refund procedure to be established by the Government;

5) This Tax exemption will have legal effect as follows:

(i) For a period commencing from the date of the appointment of **México** as host for the Competition and ending on 31 December 2028, in relation to the Hosting Association and the Co- Hosting Associations,

(ii) For a period commencing on 1 January 2025 and ending on 30 June 2027, in relation to the FIFA Confederations and the FIFA Member Associations (other than the Hosting Association and the Co- Hosting Associations), and

(iii) Irrespective of Sections C. 5) (i) and (ii) above, as sole exceptions to these terms, any payments made by and/or to the Hosting Association and the Co-Hosting Associations in cash or otherwise as a FIFA World Cup legacy in **México** for any sustainability events as well as related activities, projects and/or programmes shall continue to be exempt from Taxes without any time limit.

D. Limited Tax Exemption of FIFA Host Broadcaster and FIFA Service Providers relating to the Competition and/or the Competition-related Events

México guarantees to FIFA that:

1) The entities listed below, irrespective of whether or not having their registered office in **México**, will be fully exempt from any Taxes (with the exception of their own Profit Taxes) in **México** related to any and all



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taxable events, carried out in **México** or abroad, provided that such taxable events are directly or indirectly related to (i) any of the Competition and/or the Competition related Events and (ii) services rendered or goods delivered to FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary, FIFA Confederations, the Hosting Association, the Co-Hosting Associations, FIFA Member Associations, FIFA Commercial Affiliates, FIFA Host Broadcaster or FIFA Service Providers. The following entities will benefit from the limited tax exemptions:

(i) FIFA Host Broadcaster; and

(ii) FIFA Service Providers;

2) The exemption stated in this Section shall encompass all revenues, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the rendering of services or delivery of goods, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by and/or to the entities listed in Section D. 1) above;

3) Subject to the fulfilment of the requirements under Section D. 1) above, this shall, in particular and without limitation, mean that:

(i) No Taxes other than Profit Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through a) the rendering of services and delivery of goods, b) accounting credits, c) other deliveries, d) applications or e) remittances, made to and/or made by the entities listed in Section D. 1) above; and

(ii) No Taxes other than Profit Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by and/or to the entities listed in Section D. 1) above;

4) Where in exceptional cases any Taxes other than Profit Taxes are levied on services rendered or goods delivered as referred to in Section D. 1) above (e.g. value added taxes, sales taxes or the like), **México**, guarantees to FIFA that the entities listed in Section D. 1). above are entitled to full refund of such Taxes based on an easy and facilitated refund procedure to be established by the Government;

5) The Tax exemptions stated in Sections D.1) to 4) above shall not be conditional upon the FIFA Host Broadcaster and/or the FIFA Service Providers establishing a special purpose vehicle for carrying out the Competition-related activities; and

6) This Tax exemption will have legal effect for a period commencing on 1 January 2022 and ending on 31 December 2027.



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E. Limited Tax Exemption of FIFA Contractors

México guarantees to FIFA that:

1) FIFA Contractors others than the FIFA Host Broadcaster and the FIFA Service Providers, irrespective of whether or not having their registered office in **México**, will be fully exempt from any Taxes in **México** related to the

(i) importation, exportation and transportation of goods or services related to the Competition and Competition-related Events, provided that such goods or services are imported for:

a) Consumption in **México** by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary, FIFA Confederations, the Hosting Association, the Co-Hosting Associations, other FIFA Member Associations or the FIFA Contractors themselves;

b) For the use in **México** by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary, FIFA Confederations, the Hosting Association, the Co-Hosting Associations, other FIFA Member Associations or the FIFA Contractors themselves with subsequent re-export; or

c) For the use in **México** by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary, FIFA Confederations, the Hosting Association, the Co-Hosting Associations, other FIFA Member Associations or the FIFA Contractors themselves with subsequent donation to sports entities or other legal entities whose purposes are related to the practice of sports and social development or to charity institutions; and

(ii) Licensing or other form of transfer of rights related to the Competition and Competition-related Events for the use in **México** by the FIFA Contractors; and

2) This Tax exemption will have legal effect for a period commencing on 1 January 2022 and ending on 31 December 2027.

F. Individuals Tax Exemptions

México guarantees to FIFA that:

1) Seconded Individuals (other than players) who enter and leave **México** within the period commencing thirty-five (35) days before the first Match and ending thirty-five (35) days after the final Match will be fully exempt from all Individuals Taxes related to the compensation received by such Seconded Individuals in cash or otherwise, including through the rendering of services and delivery of goods, from entities not having their



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registered office in **México**. This exemption from Individuals Taxes does not apply to Seconded Individuals that have applied to permanently reside in **México**;

2) Any payments, contributions in kind, fringe benefits and or reimbursement of expenses (including allowances and compensations on a lump sum basis) to Volunteers who assist in the preparation, organisation, hosting and staging of the Competition and Competition-related Events shall not be subject to Individuals Taxes in **México**;

3) Taxation of players not resident in **México** shall be limited to taxation of base compensation and prize money paid by FIFA Member Associations to the players in relation their participation in the Competition and Competition-related Events; and

4) For the avoidance of doubt, it is stated that:

(i) Subject to Section F. 2) above, this exemption from Individuals Taxes does not apply to employees that permanently reside in **México**; and

(ii) The full Tax exemption of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary pursuant to Section B. above, the full Tax exemption of the Hosting Association, the Co- Hosting Associations, FIFA Confederations and other FIFA Member Associations for activities relating to the Competition and/or the Competition-related Events pursuant to Section C. above and the limited tax exemption of the FIFA Host Broadcaster and FIFA Service Providers for activities relating to the Competition and/or the Competition related Events pursuant to Section D. above does not encompass their employees.

Subject to Sections F. 1) to 3) above and subject to more beneficial rules according to applicable double taxation treaties, such employees shall be subject to the ordinary Individuals Tax regime in **México**.

G. Foreign Exchange Undertakings

México, guarantees to FIFA:

1) the unrestricted import and export of all foreign currencies to and from **México** by means of bank transfer as well as the unrestricted exchange and conversion of all foreign currencies into local currency, US dollars, Euros or Swiss francs and/or vice versa in relation to financial transactions in connection with the Competition and Competition-related Events for the entities and individuals as stated below;

2) That this Government Guarantee shall apply as follows:

(i) The import and export of all foreign currencies to and from **México** by means of bank transfer shall not be



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subject to any Taxes;

(ii) The exchange and conversion of all foreign currencies into local currency, US dollars, Euros or Swiss francs and/or vice versa in **México** shall not be subject to any Taxes; and

(iii) The exchange of all foreign currencies into local currency, US dollars, Euros or Swiss francs and/or vice versa in **México** shall also be possible within **México** at the conditions prevailing on the international foreign exchange market.

This Government Guarantee shall not apply to the unrestricted import and export of any foreign currencies in cash which is governed by applicable laws and regulations in **México** to prevent money laundering;

3) That this Government Guarantee will have legal effect for a period commencing:

(i) On the date of the appointment of **México** as host for the Competition and ending on 31 December 2027, in relation to:

a) FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary and their staff and officials as well as members of the FIFA delegation, including Match officials;

b) The Hosting Association and the Co-Hosting Associations and their staff and officials; and

c) FIFA Contractors and their staff.

(ii) One (1) year prior to the Competition or one (1) month prior to a Competition-related Event, and ending one (1) month thereafter, in relation to:

a) FIFA Member Associations (other than the Hosting Association) and their staff and officials.

(iii) One (1) month prior to the Competition or Competition-related Event and ending one (1) month thereafter, in relation to:

a) FIFA Confederations and their staff and officials as well as members of their respective delegation; and

b) FIFA Listed Individuals, Media Representatives and Volunteers.

H. Implementation and Performance of this Government Guarantee

1) **México** guarantees to FIFA that, by no later than 1 January 2019, the Tax authorities of **México** will



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establish a joint working group composed of competent representatives of the Government, Tax authorities, the Hosting Association and FIFA to address all the issues arising in connection with the implementation and performance of this Government Guarantee on a practical and working level. This joint working group will be actively involved in the drafting and handling of all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competition, in particular those required for complying with this Government Guarantee.

2) **México** guarantees to FIFA that, whenever there is a reference in this Government Guarantee to any exemption of Taxes, any corresponding ancillary, declaration or reporting obligation of the Tax exempt party shall also be waived (in particular, but not limited to, the filing of Tax returns, audited accounts, etc.).

3) **México** guarantees to FIFA that:

(i) All exemptions related to Taxes granted in this Government Guarantee will be based on simple administration procedures;

(ii) All applications, filings and other documentation or communications in relation to Taxes will be allowed in the English language without any requirement for translation into the official language of **México**;

(iii) Any refund contemplated in this Government Guarantee in relation to Taxes will be based on a simple request procedure providing one single point of contact at the Tax authorities of **México** and will as a matter of principle be effected within six (6) months after the payment of Taxes; and

(iv) Any Tax audit procedure for the Tax periods 2026 or earlier shall be initiated no later than 31 December 2027 and shall be finalised within one (1) year.

4) FIFA will notify the Tax authorities of **México** about the entities and individuals which shall be entitled to the exemptions under this Government Guarantee.

5) The exemptions from Taxes in **México** pursuant to this Government Guarantee shall apply to all taxable events and activities occurring during such periods as defined for the respective entities and individuals listed in this Government Guarantee, regardless of when any related claim is made or related refund or other administration procedures are taking place.

6) **México** guarantees to FIFA to review and reflect in good faith any request by FIFA in connection with any substantial modification of Tax laws, regulations, ordinances or jurisdiction in **México** or any other country causing any adverse Tax duties for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary and/or any other entities or individuals listed in this Government Guarantee in relation to any Taxes



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from which such entities or individuals are exempted pursuant to this Government Guarantee.

7) **México** guarantees to FIFA that the competent Tax authorities will provide to the entities and individuals listed in this Government Guarantee a prioritized administrative support and nominate a single point of contact to co-ordinate all requests in relation to any subject addressed in this Government Guarantee. In particular, the staging and hosting of the Competition and Competition-related Events will not be hindered or delayed by any handling procedures at any time.

I. Indemnification

Should any of the entities and individuals listed in this Government Guarantee suffer any direct and/or indirect imposition of Taxes from which these entities and individuals are exempted pursuant to this Government Guarantee, **México** guarantees to FIFA to indemnify such entities and individuals from, and hold them harmless against, any direct and/or indirect imposition of Taxes, up to such amount of Taxes paid by the respective entity or individual.

México guarantees that the provisions contained in this Government Guarantee are legally binding and fully valid as well as directly applicable and fully enforceable in accordance with its terms and shall remain legally binding, fully valid, directly applicable and fully enforceable, irrespective of any change in the Government of **México**, or any change in the laws and regulations.

Without limiting the guarantee regarding its legally binding effect, validity, applicability and enforceability, the Government of **México** undertakes to FIFA to take:

(i) If and to the extent necessary, any steps to initiate legislative proceedings for the enactment of any special laws, regulations and/or ordinances necessary to ensure that the implementation, performance and enforcement of this Government Guarantee is enacted by no later than 31 May 2021; and

(ii) Such alternative measures, within the authority of the Government and compliant with the local laws in **México**, to provide FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary with the best possible level of legal certainty for the full implementation, performance and enforcement of the relevant aspects of the issued Government Guarantee and Government Declaration.

México guarantees to FIFA to closely and amicably coordinate its activities in relation to, and its support for, the Competition and Competition-related Events with the governments of the countries of the Co-Hosting Associations as well as with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and the Co-Hosting Associations to ensure a coordinated and consistent implementation of the Government Guarantees and the government guarantees given by the governments of the countries of the Co-Hosting Associations.



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México shall bear all costs and expenses in relation to the undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.

México shall not claim any immunity from proceedings brought by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to this Government Guarantee.

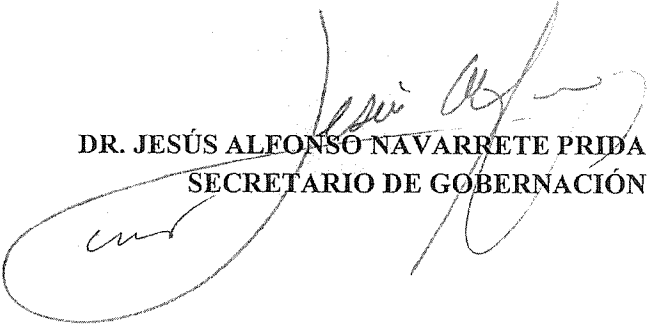
México guarantees that all relevant correspondence and discussions in relation to this Government Guarantee shall be conducted in English or to provide certified translations into English of any such correspondence.

The signatory of this Government Guarantee guarantees to have the competence to validly execute this Government Guarantee.

Any disputes arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be in Zurich, Switzerland, and the language of the proceedings shall be English.

MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026

Seguridad





SECRETARIO

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

Ciudad de México; January 18, 2018.

Government Guarantee relating to 2026 FIFA World Cup™ and the FIFA World Cup Tests

Safety and Security

Dear Mr. President

In relation to the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in México, Canada and the United States of America, the Government of México, represented by the undersigned who is duly authorized to act and provide this Government Guarantee on behalf of México, hereby ensures and guarantees to FIFA the following:

A. Definitions

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

2026 FWC Entity – the FIFA Subsidiary established by FIFA in México or in the country of a Co-Hosting Association as central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Hosting Association and the Co-Hosting Associations.

“**2026 FWC Subsidiary**” means a subsidiary, branch, office or other representation established by the 2026 FWC Entity in México or in the country of a Co-Hosting Association (where the 2026 FWC Entity itself is not established).

Co-Hosting Associations – Canada Soccer Association and the US Soccer Federation being the national football associations officially affiliated to FIFA in Canada and the United States of America which are appointed by FIFA for the co-organisation of the Competition in México, Canada and the United States of America, which, together with the Hosting Association, assume from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by one or more of the Co-Hosting Associations and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain



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responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Hosting Association and the other Co-Hosting Association.

Competition – collectively, the 2026 FIFA World Cup™ and the FIFA World Cup Tests, including any Matches and Competition-related Events.

Competition-related Events – any and all events or activities other than Matches which are directly or indirectly related to the Competition officially organised, supported, sanctioned or endorsed by, or under the auspices of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations, 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) The FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws;
- b) Any media and marketing events, including press conferences and launch activities such as the mascot launch;
- c) Any seminars, meetings, conferences and workshops;
- d) Any official public viewing or other fan-related events, including the FIFA Fan Fests;
- e) Any cultural activities and events, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- f) Any sustainability activities, including events, activities and/or programmes developed by FIFA which promote sustainable event management and/or sustainable development and contribute to FIFA's mission to building a better future as well as the FIFA legacy projects;
- g) Any football matches and training sessions; and
- h) Any other activities that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations consider relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competition.

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

FIFA Commercial Affiliates – any entities which have been or will be granted any media, marketing,



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sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Competition.

FIFA Contractors – any individuals and entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any individual or entities, directly or indirectly authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries, in relation to the Competition and/or any Competition-related Event, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as any sub-contractors of such entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, which are:

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

FIFA Fan Fest - a secured and officially branded fan entertainment area offering visitors, in particular, the possibility to view Matches on one or more giant screens established in the Host Cities or at other locations in México.

FIFA Host Broadcaster – any entity licensed or appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to the Competition and/or any Competition-related Event, (v) any official film or Competition-related documentaries in connection with the teams or individuals being involved in the Competition and/or any Competition-related Event.

FIFA Listed Individuals – any individuals accredited to the Competition and/or any Competition-related Event and/or any individuals listed by, or on behalf of, FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries to attend the Competition and/or any Competition-related Event (including guests of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries, but not including Media Representatives, the general public or hospitality customers).

FIFA Member Associations – any national football associations officially affiliated to FIFA, whether or not participating in the Competition, and including the Hosting Association and Co-Hosting Associations.



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FIFA Service Providers – the following entities licensed or appointed based on any other contractual relationship, by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's, the 2026 FWC Entity's or the 2026 FWC Subsidiaries' appointees or licensees, in relation to the organisation and staging of the Competition and/or any Competition-related Event:

- a) Accommodation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and other facilities in a hotel or other accommodations;
- b) Transportation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of transportation services or to provide transportation vehicles and/or transportation services;
- c) Tour operator programme coordinators, which shall be one or more general coordinators with the obligation to manage the tour operator programme designed, managed, licensed or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and/or to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with the right to attend a Competition and/or any Competition-related Event;
- d) Ticketing inventory coordinators, which shall be one or more general coordinators with the obligation to produce, manage and/or sell any Match tickets or to administer Match ticket allocations as determined or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries or to enforce any Match ticket-related rights by FIFA;
- e) Hospitality inventory coordinators, which shall be one or more general coordinators with the obligation to design a hospitality programme for the Competition and/or any Competition-related Event and/or to produce, manage and/or sell a package of certain hospitality services or products provided inside or outside of a Competition venue or a venue of any Competition-related Event in combination with the right to attend a Competition and/or any Competition-related Event;
- f) IT solution coordinators, which shall be one or more general coordinators with the obligation to design, manage, implement, operate, maintain and/or deliver hardware or software components of the information technology for FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries in relation to the Competition and/or any Competition-related Event; or
- g) Any further coordinators with the obligation to design, manage, implement, operate, purchase, sell, maintain and/or deliver any services or goods that are required for the Competition or a Competition-related Event,



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whenever the respective agreements provide for a compensation structure under which FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries contractually at least bears the actual or budgeted costs necessary for providing such services or goods.

FIFA Subsidiary – any entity in which FIFA, directly and/or indirectly, owns at least 75.1 % (seventy five point one percent) of its capital or voting interest as well as subsidiaries of such entities in which FIFA and/or such entity owns at least 75.1 % (seventy five point one percent) of the capital or voting interest, regardless of whether such entity are resident inside or outside of México, including the 2026 FWC Entity and the 2026 FWC Subsidiaries.

FIFA World Cup Tests - additional FIFA football competitions, such as parts of the preliminary competition of the Competition, used as operational test(s) for the Competition.

Government – the national government of México.

Government Guarantee – a guarantee issued and executed by the Government or the competent local, regional or national governmental authority in México, which represents a unilateral legal act for the benefit of FIFA.

Hosting Association – Federación Mexicana de Fútbol Asociación, A.C, being the national football association officially affiliated to FIFA in México which is appointed by FIFA for the co-organisation of the Competition in México, Canada and the United States of America, which, together with the Co-Hosting Associations, assumes from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by the Hosting Association and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Co- Hosting Associations.

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

Media Representatives - means all professional representatives of any media entities to whom FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries grants the right to receive an official media accreditation to access a stadium and or further sites of the Competition and/or any Competition-related Event.

Volunteers – Individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary the Hosting Association and/or the Co-Associations under a special volunteer program and on a free of charge basis (except for the reimbursement of actual expenditures or in form of a lump sum compensation), for certain supportive functions for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and/or any FIFA Contractor



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in relation to the Competition and/or any Competition-related Event.

B. Scope of Safety and Security Measures

1) **México** guarantees to FIFA that it will procure, at **México** own costs, the implementation of all necessary safety and security measures in relation to hosting and staging the Competition and the Competition-related Events, which are required to ensure the safety and security of such entities and individuals as stated below.

2) This guarantee to procure the implementation of all necessary safety and security measures pursuant to Section B. 1) above will have legal effect as follows:

(i) For a period commencing on the date of the appointment of **México** as host for the Competition and ending on 31 December 2026, in relation to:

- a) FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary and their staff and officials as well as members of the FIFA delegation, incl. Match officials;
- b) The Hosting Association, the Co-Hosting Associations and their staff and officials;
- c) FIFA Contractors and their staff and officials.

(ii) For a period commencing one (1) year prior to the Competition or one (1) month prior to a Competition-related Event, and ending one (1) month thereafter, to:

- a) FIFA Member Associations (other than the Host Association) and the Co-Hosting Associations, staff and officials.

(iii) For a period commencing one (1) month prior to the Competition or Competition-related-Events and ending one (1) month thereafter, in relation to:

- a) FIFA Confederations and their staff and officials;
- b) Volunteers;
- c) Media Representatives;
- d) FIFA Listed Individuals; and
- e) Spectators and hospitality customers of the Competition, and all further individuals and entities who can



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demonstrate attendance or involvement of whatever nature in the Competition or the Competition-related Events

3) This Government Guarantee shall apply in all areas of **México** where the Competition and Competition-related Events take place, particularly, but not limited to:

(i) Inside and outside the stadiums (including the areas surrounding the stadiums such as parking areas), fan areas, FIFA Fan Fests, training sites, team hotels, FIFA headquarters in **México**, referee base camps, official hotels, accreditation centres, ticketing centres, Volunteer centres, media centres, any other sites officially used in relation the Competition and/or any Competition-related Events as well as any access routes to such locations; and

(ii) Airports, train and other public transport stations and further event hubs and transport vehicles, including airplanes, buses, metros, trains and watercrafts used in relation to the Competition and Competition-related Events.

C. Safety and Security Measures and Concept

1) **México** guarantees to FIFA, at **México**'s own costs, the following safety and security measures in connection with the Competition and the Competition-related Events:

(i) all necessary armed forces, police, fire departments, emergency management, medical forces, anti-epidemic forces, anti-terror units, special units and intelligence units at the federal, state and local level of **México**, including all necessary counterterrorism and protective safety and security arrangements will be deployed to protect and defend the Competition and the Competition-related Events and to guarantee the safety and security of the entities and individuals as listed in Sections B. 2) at the locations listed in Section B. 3) above;

(ii) All necessary police escorts will be provided for the teams, Match officials and, based on the risk assessment of the relevant public authorities, the FIFA President and other VVIP/VIP members of the FIFA delegation for all travel in **México**;

(iii) Special protection measures will be provided for the members of the team delegations, Match officials, staff and officials of the Hosting Association, the Co-Hosting Associations, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary as well as the members of the FIFA delegation for all travel in **Mexico**; and

(iv) All security forces, including both law enforcement officials (police and military, and uniformed or not) and private security staff, deployed for the purposes set out in this Government Guarantee will be mandated



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and trained to comply with relevant international standards including, but not limited to, the UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials, the UN Code of Conduct for Law Enforcement Officials and the International Code of Conduct for Private Security Providers, and, in particular, to:

a) Exercise restraint in the use of force where it is necessary, and only in proportion to the seriousness of the offense; and

b) Minimise damage and injury when using force, respect and preserve human life, and ensure that assistance and medical aid are rendered to any injured and affected person(s) at the earliest possible moment.

2) **México** guarantees to FIFA to develop and implement a detailed and comprehensive safety and security concept which contains all necessary safety and security procedures and measures in order to ensure the highest standard of safety and security in relation to the Competition and the Competition-related Events, taking in consideration, in particular, state-of-the-art security concepts and measures for major sporting or cultural events worldwide.

3) **México** guarantees to FIFA to bear all costs and expenses arising in relation to the development and implementation of the detailed and comprehensive safety and security concept as well as the implementation of any safety and security measures in relation to the Competition and the Competition-related Events and not to charge, whether directly or indirectly, by way of recourse or otherwise, any of the entities and individuals listed in Section B. 2) above.

D. Liability and Indemnity

1) **México** guarantees to FIFA:

(i) To accept full and strict liability for any direct or indirect damages (including loss of profits), liabilities, claims, proceedings, costs and/or expenses (including experts' or advisors' fees) resulting from, or arising in connection with, any safety and/or security incidents in relation to the Competition and any Competition-related Events or any violations of this Government Guarantee;

(ii) That FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations as well as their respective representatives, employees and advisors shall not be liable for any direct or indirect damages (including loss of profits), liabilities, claims, proceedings, costs and/or expenses (including experts' or advisors' fees) of any other parties resulting from or arising in connection with any safety and security incidents or any violations of this Government Guarantee; and



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(iii) To fully indemnify, defend and hold harmless entities and individuals listed in Section B. 2) above from and against any direct or indirect damages (including loss of profits), liabilities, claims, proceedings, costs and/or expenses (including experts' or advisors' fees), which such parties may suffer or incur resulting from, or arising in connection with, any safety and security incidents in relation to the Competition and any Competition-related Events or any violations of this Government Guarantee.

2) The liability guaranteed by **México** in Section D. 1) (i) above shall not apply if a safety and security incident is caused by deliberate act of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association or the Co-Hosting Associations, all duly represented by their authorised signatories. The waiver guaranteed by **México** in Section D.1) (ii) above shall not apply if a safety and security incident is caused by deliberate act of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association or the Co-Hosting Associations, all duly represented by their authorised signatories. The indemnity guaranteed by **México** in Section D. 1) (iii) above shall not apply if a safety and security incident is caused by deliberate act of the respectively indemnified individual or entity.

México guarantees that the provisions contained in this Government Guarantee are legally binding and fully valid as well as directly applicable and fully enforceable in accordance with its terms and shall remain legally binding, fully valid, directly applicable and fully enforceable, irrespective of any change in the Government of **México**, or any change in the laws and regulations.

Without limiting the guarantee regarding its legally binding effect, validity, applicability and enforceability, the Government of **México** undertakes to FIFA to take:

(i) If and to the extent necessary, any steps to initiate legislative proceedings for the enactment of any special laws, regulations and/or ordinances necessary to ensure that the implementation, performance and enforcement of this Government Guarantee is enacted by no later than 31 May 2021; and

(ii) Such alternative measures, within the authority of the Government and compliant with the local laws in **México**, to provide FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary with the best possible level of legal certainty for the full implementation, performance and enforcement of the relevant aspects of the issued Government Guarantee and Government Declaration.

México guarantees to FIFA to closely and amicably coordinate its activities in relation to, and its support for, the Competition and Competition-related Events with the governments of the countries of the Co-Hosting Associations as well as with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and the Co-Hosting Associations to ensure a coordinated and consistent implementation of the Government Guarantees and the government guarantees given by the governments of the countries of the Co-Hosting Associations.



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México shall bear all costs and expenses in relation to the undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.

México shall not claim any immunity from proceedings brought by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to this Government Guarantee.

México guarantees that all relevant correspondence and discussions in relation to this Government Guarantee shall be conducted in English or to provide certified translations into English of any such correspondence.

The signatory of this Government Guarantee guarantees to have the competence to validly execute this Government Guarantee.

Any disputes arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be in Zurich, Switzerland, and the language of the proceedings shall be English.

MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026

Protección y explotación
de derechos comerciales





SECRETARIO

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

Ciudad de México; January 18, 2018.

Government Guarantee relating to 2026 FIFA World Cup™ and the FIFA World Cup Tests

Protection and Exploitation of Commercial Rights

Dear Mr. President

In relation to the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in **México**, Canada and the United States of America, the Government of **México**, represented by the undersigned who is duly authorized to act and provide this Government Guarantee on behalf of **México**, hereby ensures and guarantees to FIFA the following:

A. Definitions

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

2026 FWC Entity – the FIFA Subsidiary established by FIFA in **México** or in the country of a Co-Hosting Association as central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Hosting Association and the Co-Hosting Associations.

“**2026 FWC Subsidiary**” means a subsidiary, branch, office or other representation established by the 2026 FWC Entity in **México** or in the country of a Co-Hosting Association (where the 2026 FWC Entity itself is not established).

Co-Hosting Associations – Canada Soccer Association and the US Soccer Federation being the national football associations officially affiliated to FIFA in which are appointed by FIFA for the co-organisation of the Competition in **México**, **Canada** and the United States of America, which, together with the Hosting Association, assume from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by one or more of the Co-Hosting Associations and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the



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Competition and/or certain Competition-related Events, including any entity co-owned with the Hosting Association and the other Co-Hosting Association.

Competition – collectively, the 2026 FIFA World Cup™ and the FIFA World Cup Tests, including any Matches and Competition-related Events.

Competition-related Events – any and all events or activities other than Matches which are directly or indirectly related to the Competition officially organised, supported, sanctioned or endorsed by, or under the auspices of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations, 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) The FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws;
- b) Any media and marketing events, including press conferences and launch activities such as the mascot launch;
- c) Any seminars, meetings, conferences and workshops;
- d) Any official public viewing or other fan-related events, including the FIFA Fan Fests;
- e) Any cultural activities and events, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- f) Any sustainability activities, including events, activities and/or programmes developed by FIFA which promote sustainable event management and/or sustainable development and contribute to FIFA's mission to building a better future as well as the FIFA legacy projects;
- g) Any football matches and training sessions; and
- h) Any other activities that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations consider relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competition.

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

FIFA Commercial Affiliates – any entities which have been or will be granted any media, marketing,



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sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Competition.

FIFA Contractors – any individuals and entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any individual or entities, directly or indirectly authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries, in relation to the Competition and/or any Competition-related Event, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as any sub-contractors of such entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, which are:

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

FIFA Fan Fest - a secured and officially branded fan entertainment area offering visitors, in particular, the possibility to view Matches on one or more giant screens established in the Host Cities or at other locations in México.

FIFA Host Broadcaster – any entity licensed or appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to the Competition and/or any Competition-related Event, (v) any official film or Competition-related documentaries in connection with the teams or individuals being involved in the Competition and/or any Competition-related Event.

FIFA Listed Individuals – any individuals accredited to the Competition and/or any Competition-related Event and/or any individuals listed by, or on behalf of, FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries to attend the Competition and/or any Competition-related Event (including guests of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries, but not including Media Representatives, the general



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public or hospitality customers).

FIFA Member Associations – any national football associations officially affiliated to FIFA, whether or not participating in the Competition, and including the Hosting Association and Co-Hosting Associations.

FIFA Service Providers – the following entities licensed or appointed based on any other contractual relationship, by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's, the 2026 FWC Entity's or the 2026 FWC Subsidiaries' appointees or licensees, in relation to the organisation and staging of the Competition and/or any Competition-related Event:

- a) Accommodation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and other facilities in a hotel or other accommodations;
- b) Transportation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of transportation services or to provide transportation vehicles and/or transportation services;
- c) Tour operator programme coordinators, which shall be one or more general coordinators with the obligation to manage the tour operator programme designed, managed, licensed or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and/or to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with the right to attend a Competition and/or any Competition-related Event;
- d) Ticketing inventory coordinators, which shall be one or more general coordinators with the obligation to produce, manage and/or sell any Match tickets or to administer Match ticket allocations as determined or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries or to enforce any Match ticket-related rights by FIFA;
- e) Hospitality inventory coordinators, which shall be one or more general coordinators with the obligation to design a hospitality programme for the Competition and/or any Competition-related Event and/or to produce, manage and/or sell a package of certain hospitality services or products provided inside or outside of a Competition venue or a venue of any Competition-related Event in combination with the right to attend a Competition and/or any Competition-related Event;
- f) IT solution coordinators, which shall be one or more general coordinators with the obligation to design, manage, implement, operate, maintain and/or deliver hardware or software components of the information



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technology for FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries in relation to the Competition and/or any Competition-related Event; or

g) Any further coordinators with the obligation to design, manage, implement, operate, purchase, sell, maintain and/or deliver any services or goods that are required for the Competition or a Competition-related Event, whenever the respective agreements provide for a compensation structure under which FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries contractually at least bears the actual or budgeted costs necessary for providing such services or goods.

FIFA Subsidiary – any entity in which FIFA, directly and/or indirectly, owns at least 75.1 % (seventy five point one percent) of its capital or voting interest as well as subsidiaries of such entities in which FIFA and/or such entity owns at least 75.1 % (seventy five point one percent) of the capital or voting interest, regardless of whether such entity are resident inside or outside of **México**, including the 2026 FWC Entity and the 2026 FWC Subsidiaries.

FIFA World Cup Tests - additional FIFA football competitions, such as parts of the preliminary competition of the Competition, used as operational test(s) for the Competition.

Government – the national government of **México**.

Government Guarantee – a guarantee issued and executed by the Government or the competent local, regional or national governmental authority in **México**, which represents a unilateral legal act for the benefit of FIFA.

Hosting Association – Federación Mexicana de Fútbol Asociación, A.C, being the national football association officially affiliated to FIFA in **México** which is appointed by FIFA for the co-organisation of the Competition in **México** and Canada and United States and which, together with the Co-Hosting Associations, assumes from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by the Hosting Association and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Co- Hosting Associations.

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

Media Representatives - means all professional representatives of any media entities to whom FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries grants the right to receive an official media accreditation to access a stadium and or further sites of the Competition and/or any Competition-related Event.



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Competition Marks - the official emblem; official mascot; official slogan; official posters; the official trophy (including any two dimensional or three-dimensional representations thereof); any official name for the Competition (in any language or script) and any abbreviations thereof; and any other mark (including any word marks), design, slogan, emblem, title or other identification or symbol developed by FIFA and selected by FIFA for the official use in connection with the Competition.

Intellectual Property Rights - all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trade marks, service marks, trade names, trade dress, registered designs, copyrights, moral rights, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.

Marketing Rights - in any and all media, in all languages or scripts 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, provided that such rights are not Media Rights.

Media Rights - the rights, in any language or scripts 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, and shall include the fixed media rights, public exhibition rights, in-flight rights and in-ship rights.

Ticketing - all conceptual, operational and managerial measures to provide tickets to all spectators of every Match and/or certain Competition-related Events allowing them to enter the stadium or respective other site, obtain a seat and watch the Match and/or Competition-related Event as well as other performances related thereto. Ticketing shall include the management and operation necessary for the allocation, production, sale, re-sale, distribution, delivery and payment of tickets of the Competition.

Volunteers – Individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary the Hosting Association and/or the Co-Associations under a special volunteer program and on a free of charge basis (except for the reimbursement of actual expenditures or in form of a lump sum



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compensation), for certain supportive functions for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and/or any FIFA Contractor in relation to the Competition and/or any Competition-related Event.

B. Ownership of Commercial Rights

México guarantees to FIFA:

- (i) 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 in relation to the Competition and the Competition-related Events as well as of any Competition Marks, and all Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events; and
- (ii) To provide FIFA with the support of officers of relevant authorities, such as police and customs, to assist in the protection of FIFA's legal and beneficial, unrestricted and exclusive ownership of the Media Rights, Marketing Rights, Ticketing rights, all other commercial rights as well as of any Competition Marks and all Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events.

C. Exploitation and Exercise of Commercial Rights

1) **México** guarantees to FIFA that for the period commencing on the date of the appointment of **México** as host for the Competition and ending on 31 December 2026:

- (i) There are and will be no legal restrictions or prohibitions in **México**, in relation to the exploitation of the Media Rights, Marketing Rights, Ticketing rights, all other commercial rights as well as of any Competition Marks and all Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events;
- (ii) Any media, marketing, ticketing or other commercial laws or regulations which interfere with, or impinge upon FIFA's exploitation of the Media Rights, Marketing Rights, Ticketing rights, all other commercial rights as well as of any Competition Marks and any Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events are suspended in respect of the Competition and the Competition-related Events and that FIFA, or third parties having been granted such rights by FIFA, may exploit such rights in an unfettered manner in **México**;
- (iii) FIFA shall have the full and exclusive control over all access and accreditation rights to the stadiums or any other sites used for the Competition or Competition-related Events, including the implementation of any news access or related rights existing in **México** for the purposes of short news reporting;



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(iii) FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and FIFA Contractors shall be permitted unconditionally to conduct business activities in **México** in relation to the Competition or Competition-related Events; and

(v) With regard to their business activities in relation to the Competition and Competition-related Events, the entities listed in Section C. 1 (iv) above shall be entitled, if required, to register and establish themselves as legally-recognized commercial entities in **México** at the standard fees or expenses customarily applicable in **México** for such registrations and establishments and on an expedited basis, in order to be able 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 **México** against third parties.

2) **México** guarantees to FIFA that as of four (4) years prior to the commencement of the Competition until one (1) month thereafter there are and will be no legal restrictions or prohibitions in **México**, in relation to the advertising of products and services of the FIFA Commercial Affiliates and FIFA Service Providers (as listed in lit. a-f of the definition of FIFA Service Providers) in association with the Competition or a Competition-related Event.

3) **México** guarantees to FIFA that as of one (1) month prior to the commencement, and for the entire duration, of the Competition and as of one (1) week prior to the commencement, and for the entire duration, of a Competition-related Events there are and will be no legal restrictions or prohibitions in **México**, in relation to the advertising, signage, sale, consumption or distribution of products and services of the FIFA Commercial Affiliates and FIFA Service Providers (as listed in lit. a-f of the definition of FIFA Service Providers), including food and beverages (alcoholic and non-alcoholic) in the stadiums or other sites used for the Competition or a Competition-related Event.

D. Protection of Commercial Rights

México guarantees to FIFA that the following protection measures will be implemented and operative at the federal, state, municipal, local and other relevant levels in **México** by no later than 01 July 2022:

(i) The establishment of special “protected” status for the Competition and Competition-related Events, in particular for all Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events, such “protected” status to bestow upon these Intellectual Property Rights protection equivalent to the protection arising from trademark registrations;

(ii) The full protection of FIFA's ownership of all Media Rights, Marketing Rights, Ticketing rights, all other commercial rights as well as of any Competition Marks and any Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events;



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- (iii) The use, reproduction, imitation, counterfeiting or modification of any Competition Marks or any other Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events, as well as the import, export, sale, offer, expose for sale or other concealment of products and services resulting from unauthorised use, reproduction, imitation, counterfeiting or modification of such Competition Marks or any other Intellectual Property Rights owned by FIFA in relation to the Competition and Competition-related Events without authorisation by FIFA will be prohibited by law;
- (iv) The registration and use of domain names containing Competition Marks or any further trademarks owned by FIFA without authorisation by FIFA will be prohibited by law in **México**;
- (v) Ambush marketing by association in relation to a Competition, a Competition-related Event and/or FIFA, namely to promote, or otherwise direct public attention to businesses, products, services or trademarks and other intellectual property rights, without authorisation by FIFA in a manner that may induce third parties to believe that those businesses, products, services or trademarks and other intellectual property rights are directly or indirectly associated with a Competition, a Competition-related Event and/or FIFA, either through approval, authorisation or endorsement by FIFA or otherwise will be prohibited by law;
- (vi) Ambush marketing by intrusion in relation to a Competition, a Competition-related Event and/or FIFA, namely to initiate, commission, organise, conduct, support or sponsor any promotional, advertising, communication or marketing activities through which one targets the audience of the Competition, the Competition-related Event and/or FIFA, including ticket holders, in order to gain direct or indirect exposure for a business, product, service or trademark and other intellectual property rights by seeking to obtain physical presence at a Competition and/or a Competition-related Event without authorisation by FIFA will be prohibited by law;
- (vii) Any and all acts of “unfair competition” or “passing off” in relation to a Competition, a Competition-related Event and/or FIFA will be prohibited by law;
- (viii) To initiate, commission, organise, hold or sponsor a commercial public viewing event related to the Competition or a Competition-related Event in order to gain direct or indirect association of a business, product, service or trademark and other intellectual property rights with a Competition, Competition-related Event and/or FIFA without authorisation by FIFA will be prohibited by law;
- (ix) The resale or transfer of Match tickets, in particular for commercial purposes, or any facilitation and support of such resale and transfer of Match tickets, such as on internet-based distribution platform, without authorisation by FIFA will be prohibited by law;
- (x) The use of Match tickets for promotional, advertising or marketing purposes, such as price competitions,



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sweepstakes, the use of Match tickets as give-aways or as part of a hospitality or travel package, without authorisation by FIFA will be prohibited by law; and

(xi) The prohibitions listed above shall be subject to suitably severe civil and criminal sanctions.

E. Administrative Procedural Measures

México guarantees to FIFA that the following administrative procedural measures will be implemented and operative at the federal, state, municipal, local and other relevant levels in **México** by no later than 01 January 2020:

(i) Expedited examination and registration procedures for all trademark, design and (if relevant) copyright applications by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to the Competition, Competition-related Events and FIFA;

(ii) Expedited examination and opposition procedures for all trademark, design and (if relevant) copyright applications by third parties in relation to the Competition, Competition-related Events and FIFA, filed without authorisation by FIFA;

(iii) The grant of special powers to local law enforcement officers to enforce the rights and prohibitions outlined in this Government Guarantee, including to seize or confiscate products, materials or Match tickets, or to issue orders to cease conducting activities, that they reasonably suspect are being used in violation of such rights or prohibitions and to dispose of/destroy such products or material (upon conviction of the violation);

(iv) The creation and enforcement of a restricted zone within, and in the airspace above, a one kilometre (1 km) radius around each stadium used for the Competition, in which on Match days and the day prior to the Match individuals or entities are prohibited to a) conduct advertising, street trading or other commercial activities specifically at the occasion of a Match, or b) conduct other activities adversely affecting the security of, or the transport and/or logistics in relation to, a Match; or c) display or use outdoor media advertising, without authorisation by FIFA;

(v) The creation and enforcement of a restricted zone within, and in the airspace above, a five hundred meters (500 meters) radius around each FIFA Fan Fest site, in which during the Competition individuals or entities not being a FIFA Commercial Affiliate are prohibited to conduct a) advertising, street trading or other commercial activities specifically at the occasion of the staging of a FIFA Fan Fest; or b) conduct other activities adversely affecting the security of, or the transport and/or logistics in relation to, a FIFA Fan Fest site;



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- (vi) Expedited enforcement procedures, including judicial procedures, in relation to the enforcement of the rights and prohibitions outlined in this Government Guarantee;
- (vii) The allocation of a suitable number of law enforcement officers to work with, and render the necessary support to, FIFA in relation to its brand protection and ticketing enforcement programmes, including the personal participation in dedicated surveillance activities on Match days around the stadiums;
- (viii) The allocation of sufficient numbers of customs officers to properly control the importation of counterfeit and pirate goods;
- (ix) The establishment of a **México** rights protection committee consisting of members of the relevant national government departments and agencies (such as the department of trade & industry, the intellectual property office, customs service, public prosecutors' office, law enforcement agencies, etc.) to coordinate activities and measures for the enforcement of the rights and prohibitions outlined in this Government Guarantee; and
- (x) The establishment of local rights protection committees in host city of the Competition consisting of local or regional members of the relevant bodies as listed in Section (ix) above.

México guarantees that the provisions contained in this Government Guarantee are legally binding and fully valid as well as directly applicable and fully enforceable in accordance with its terms and shall remain legally binding, fully valid, directly applicable and fully enforceable, irrespective of any change in the Government of México, or any change in the laws and regulations.

Without limiting the guarantee regarding its legally binding effect, validity, applicability and enforceability, the Government of México undertakes to FIFA to take:

- (i) If and to the extent necessary, any steps to initiate legislative proceedings for the enactment of any special laws, regulations and/or ordinances necessary to ensure that the implementation, performance and enforcement of this Government Guarantee is enacted by no later than 31 May 2021; and
- (ii) Such alternative measures, within the authority of the Government and compliant with the local laws in México, to provide FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary with the best possible level of legal certainty for the full implementation, performance and enforcement of the relevant aspects of the issued Government Guarantee and Government Declaration.

México guarantees to FIFA to closely and amicably coordinate its activities in relation to, and its support for, the Competition and Competition-related Events with the governments of the countries of the Co-Hosting Associations as well as with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and the Co-Hosting Associations to ensure a coordinated and consistent



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implementation of the Government Guarantees and the government guarantees given by the governments of the countries of the Co-Hosting Associations.

México shall bear all costs and expenses in relation to the undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.

México shall not claim any immunity from proceedings brought by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to this Government Guarantee.

México guarantees that all relevant correspondence and discussions in relation to this Government Guarantee shall be conducted in English or to provide certified translations into English of any such correspondence.

The signatory of this Government Guarantee guarantees to have the competence to validly execute this Government Guarantee.

Any disputes arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be in Zurich, Switzerland, and the language of the proceedings shall be English.

MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026

Telecomunicaciones y Tecnologías de la Información





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SECRETARIO

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

Ciudad de México; January 18, 2018.

Government Guarantee relating to 2026 FIFA World Cup™ and the FIFA World Cup Tests

Information Technology

Dear Mr. President

In relation to the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in México, Canada and the United States of America, the Government of México, represented by the undersigned who is duly authorized to act and provide this Government Guarantee on behalf of México, hereby ensures and guarantees to FIFA the following:

A. Definitions

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

2026 FWC Entity – the FIFA Subsidiary established by FIFA in México or in the country of a Co-Hosting Association as central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Hosting Association and the Co-Hosting Associations.

“**2026 FWC Subsidiary**” means a subsidiary, branch, office or other representation established by the 2026 FWC Entity in *México* or in the country of a Co-Hosting Association (where the 2026 FWC Entity itself is not established).

Co-Hosting Associations – **Canada Soccer Association** and the **US Soccer Federation** being the national football associations officially affiliated to FIFA in Canada and the United States of America which are appointed by FIFA for the co-organisation of the Competition in **México, Canada** and the United States of America, which, together with the Hosting Association, assume from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by one or more of the Co-Hosting Associations and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain



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responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Hosting Association and the other Co-Hosting Association.

Competition – collectively, the 2026 FIFA World Cup™ and the FIFA World Cup Tests, including any Matches and Competition-related Events.

Competition-related Events – any and all events or activities other than Matches which are directly or indirectly related to the Competition officially organised, supported, sanctioned or endorsed by, or under the auspices of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations, 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) The FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws;
- b) Any media and marketing events, including press conferences and launch activities such as the mascot launch;
- c) Any seminars, meetings, conferences and workshops;
- d) Any official public viewing or other fan-related events, including the FIFA Fan Fests;
- e) Any cultural activities and events, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- of) Any sustainability activities, including events, activities and/or programmes developed by FIFA which promote sustainable event management and/or sustainable development and contribute to FIFA's mission to building a better future as well as the FIFA legacy projects;
- g) Any football matches and training sessions; and
- h) Any other activities that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations consider relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competition.

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

FIFA Commercial Affiliates – any entities which have been or will be granted any media, marketing,



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sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Competition.

FIFA Contractors – any individuals and entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any individual or entities, directly or indirectly authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries, in relation to the Competition and/or any Competition-related Event, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as any sub-contractors of such entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, which are:

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

FIFA Fan Fest - a secured and officially branded fan entertainment area offering visitors, in particular, the possibility to view Matches on one or more giant screens established in the Host Cities or at other locations in México.

FIFA Host Broadcaster – any entity licensed or appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to the Competition and/or any Competition-related Event, (v) any official film or Competition-related documentaries in connection with the teams or individuals being involved in the Competition and/or any Competition-related Event.

FIFA Listed Individuals – any individuals accredited to the Competition and/or any Competition-related Event and/or any individuals listed by, or on behalf of, FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries to attend the Competition and/or any Competition-related Event (including guests of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries, but not including Media Representatives, the general



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public or hospitality customers).

FIFA Member Associations – any national football associations officially affiliated to FIFA, whether or not participating in the Competition, and including the Hosting Association and Co-Hosting Associations.

FIFA Service Providers – the following entities licensed or appointed based on any other contractual relationship, by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's, the 2026 FWC Entity's or the 2026 FWC Subsidiaries' appointees or licensees, in relation to the organisation and staging of the Competition and/or any Competition-related Event:

- a) Accommodation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and other facilities in a hotel or other accommodations;
- b) Transportation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of transportation services or to provide transportation vehicles and/or transportation services;
- c) Tour operator programme coordinators, which shall be one or more general coordinators with the obligation to manage the tour operator programme designed, managed, licensed or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and/or to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with the right to attend a Competition and/or any Competition-related Event;
- d) Ticketing inventory coordinators, which shall be one or more general coordinators with the obligation to produce, manage and/or sell any Match tickets or to administer Match ticket allocations as determined or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries or to enforce any Match ticket-related rights by FIFA;
- e) Hospitality inventory coordinators, which shall be one or more general coordinators with the obligation to design a hospitality programme for the Competition and/or any Competition-related Event and/or to produce, manage and/or sell a package of certain hospitality services or products provided inside or outside of a Competition venue or a venue of any Competition-related Event in combination with the right to attend a Competition and/or any Competition-related Event;
- f) IT solution coordinators, which shall be one or more general coordinators with the obligation to design, manage, implement, operate, maintain and/or deliver hardware or software components of the information



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technology for FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries in relation to the Competition and/or any Competition-related Event; or

g) Any further coordinators with the obligation to design, manage, implement, operate, purchase, sell, maintain and/or deliver any services or goods that are required for the Competition or a Competition-related Event, whenever the respective agreements provide for a compensation structure under which FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries contractually at least bears the actual or budgeted costs necessary for providing such services or goods.

FIFA Subsidiary – any entity in which FIFA, directly and/or indirectly, owns at least 75.1 % (seventy five point one percent) of its capital or voting interest as well as subsidiaries of such entities in which FIFA and/or such entity owns at least 75.1 % (seventy five point one percent) of the capital or voting interest, regardless of whether such entity are resident inside or outside of **México**, including the 2026 FWC Entity and the 2026 FWC Subsidiaries.

FIFA World Cup Tests - additional FIFA football competitions, such as parts of the preliminary competition of the Competition, used as operational test(s) for the Competition.

Government – the national government of **México**.

Government Guarantee – a guarantee issued and executed by the Government or the competent local, regional or national governmental authority in **México**, which represents a unilateral legal act for the benefit of FIFA.

Hosting Association – Federación Mexicana de Fútbol Asociación, A.C, being the national football association officially affiliated to FIFA in **México** which is appointed by FIFA for the co-organisation of the Competition in **México** and Canada and United States and which, together with the Co-Hosting Associations, assumes from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by the Hosting Association and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Co-Hosting Associations.

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

Media Representatives - means all professional representatives of any media entities to whom FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries grants the right to receive an official media accreditation to access a stadium and or further sites of the Competition and/or any Competition-related Event.



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Volunteers – Individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary the Hosting Association and/or the Co-Associations under a special volunteer program and on a free of charge basis (except for the reimbursement of actual expenditures or in form of a lump sum compensation), for certain supportive functions for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and/or any FIFA Contractor in relation to the Competition and/or any Competition-related Event.

B. Telecommunication and Information Technology Infrastructure, Products and Services

1) **México** guarantees to FIFA the availability throughout **México** of a telecommunication and information technology infrastructure and all relevant products and services, including all necessary networks (wireless and fixed line), all associated network cabling and hardware (including termination equipment and access points), all necessary codices and all active and passive components, that will enable all required formats and volumes of telecommunication and information technology at state-of-the art speed, required degree of reliance and meeting the stated service level. This should include wired and wireless national and international telephone, data, audio and video communications for the Competition and/or certain Competition-related Events, including all sites and other locations used in connection with the preparation, organisation, hosting and staging of the Competition and certain Competition-related Events.

This telecommunication and information technology infrastructure, products and services shall conform with (i) the highest international standards and requirements applicable at the time of the Competition and/or the certain Competition-related Events, taking into consideration any relevant technological developments and upgrades between the date of issuance of this Government Guarantee and the year 2026 and (ii) the specific requirements that FIFA may define from time to time.

2) **México** guarantees to FIFA that the telecommunication and information technology infrastructure shall in particular provide at least secure, certified, fully redundant high-speed, high-availability circuits between each of the stadiums and the International Broadcasting Centre set up and operated for the 2026 FIFA World Cup™, such as the international media centres, agency work areas and international gateways at bandwidth and redundancy requirements to be defined by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries. The telecommunication and information technology infrastructure includes diverse pathways from the TV-compounds, through two (2) independent primary technical areas (PTAs) and two (2) Telecom Control Rooms (TCR) at every venue and connectivity to two (2) independent telecom exchanges which travel over diversely routed physical paths.

The bandwidth and redundancy set up requirements shall be, at a minimum, based at least on the same telecommunication and information technology infrastructure and international connectivity and redundant fibre and back up via satellite with several teleports that existed in any country of any previous FIFA World



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Cup™, in particular but not limited to the 2022 FIFA World Cup™. The minimum bandwidth requirement will be one hundred (100) Gbps, provided that they shall take into consideration any relevant technological developments and upgrades available until the year 2026. For the avoidance of any doubt, the telecommunication and information technology infrastructure includes adaptation technologies (such as end to end broadcast transmissions solutions), and as a minimum include uplink for one UHD channel from each venue for the full duration of each Match coverage, with the ability to encode the signal in accordance with the technical standards in use at the time of the Competition, a downlink at the international broadcasting centre with ability to receive the above signal from all Matches being played at a given time, and guaranteed availability of thirty six (36) MHz-minimum satellite transponders, for duration adequate to perform the above backup transmissions.

3) **México** guarantees to FIFA that the international audio and video connections shall provide fully reliable backup connections from the International Broadcasting Centre to international cable networks and to the main satellites, including dual up linking facilities (at the International Broadcasting Centre and at fixed earth stations) and to certain sites and other locations used in connection with the preparation, organisation, hosting and staging of the Competition and certain Competition-related Events by means of fully redundant international leased circuits.

4) **México** guarantees to FIFA that the users of the telecommunication and information technology infrastructure will have at their disposal, within and between each relevant location, state-of-the-art voice and data communications technology at the Competition and/or certain Competition-related Events venues and offices, including to the FIFA headquarters, referee headquarters, the FIFA venue hotels, team base camps, the International Broadcast Centre, FIFA Fan Fest locations and the international media centres at bandwidth and redundancy requirements defined by FIFA, and that this infrastructure will be available well in advance of the Competition and/or certain Competition-related Events, in accordance with the timeline as defined by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries.

5) **México** guarantees to FIFA, on behalf of itself and any relevant public authorities and publicly licensed private utility providers, that a level of power quality and resilience will be implemented and ensured at, and operational support will be granted to, all sites and other locations used in connection with the preparation, organisation, hosting and staging of the Competition and certain Competition-related Events in line with the needs of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries.

6) This Government Guarantee will have legal effect for a period commencing on the date of the appointment of **México** as host for the Competition and ending on 31 December 2026. The telecommunication and information technology infrastructure, products and services pursuant to this Government Guarantee will be provided, supported and made available throughout the preparations and the operational period of the



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Competition and certain Competition-related Events, taking into account the operational needs of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other users in connection with each site and other locations.

7) **México** guarantees to FIFA, on behalf of itself and any relevant public authorities and publicly licensed private utility providers that a high standard of mobile cellular voice and data as well as Wi-Fi coverage will be available for the general public at a level as defined and approved by FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries. This will include the operational support to all sites and other locations used in connection with the preparation, organisation, hosting and staging of the Competition and certain Competition-related Events in line with the needs of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries.

C. Implementation and Performance of this Government Guarantee

1) **México** guarantees to FIFA that, by no later than 01 January 2020, the relevant governmental authorities of **México** will establish a working group composed of competent representatives of such authorities, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations to address all the issues arising in connection with the implementation and performance of this Government Guarantee on a practical and working level. This working group will be actively involved in the drafting and handling of all special regulations, ordinances as well as contractual arrangements between **México**, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations as may be necessary for the provision, support and availability of the telecommunication and information technology infrastructure, products and services pursuant to this Government Guarantee. Any activities of, or any decisions taken by, the working group will not affect in any manner the guarantees given by **México** to FIFA in this Government Guarantee or any rights and claims FIFA may have to enforce this Government Guarantee in accordance with its terms.

2) This Government Guarantee, including the undertaking to provide, support and make available the telecommunication and information technology infrastructure, products and services, shall be given to FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries at no specific costs and expenses for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association, the Co-Hosting Associations and/or the users, except that the users (other than FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or any of their nominees) of such telecommunication and information technology infrastructure, products and services may be charged user rates uniform for all users that are agreed with FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and be customary in the international market and internationally competitive. In addition, such user rates shall not be more expensive than at previous FIFA World Cups and at other major international sporting events. In this context, the comparison shall be done with similar user rates, but not the costs or investments incurred to provide, support and make available the necessary telecommunication and information



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technology infrastructure, products and services in **México** or at any specific location in **México**. The telecommunication and information technology infrastructure, products and services should be marketed and packaged specific and relevant to the Competition.

3) **México** guarantees to FIFA that, with respect to the use of telecommunication and information technology infrastructure, products and services and the hosting, processing and storage of personal data in connection with the Competition and Competition-related Events, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association, the Co-Hosting Associations and other users shall not be restricted to (i) use the telecommunication and information technology infrastructure, products and services according to their operational needs; and (ii) host, process and store any such personal data outside of **México**.

México guarantees that the provisions contained in this Government Guarantee are legally binding and fully valid as well as directly applicable and fully enforceable in accordance with its terms and shall remain legally binding, fully valid, directly applicable and fully enforceable, irrespective of any change in the Government of **México**, or any change in the laws and regulations.

Without limiting the guarantee regarding its legally binding effect, validity, applicability and enforceability, the Government of **México** undertakes to FIFA to take:

(i) If and to the extent necessary, any steps to initiate legislative proceedings for the enactment of any special laws, regulations and/or ordinances necessary to ensure that the implementation, performance and enforcement of this Government Guarantee is enacted by no later than 31 May 2021; and

(ii) Such alternative measures, within the authority of the Government and compliant with the local laws in **México**, to provide FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary with the best possible level of legal certainty for the full implementation, performance and enforcement of the relevant aspects of the issued Government Guarantee and Government Declaration.

México guarantees to FIFA to closely and amicably coordinate its activities in relation to, and its support for, the Competition and Competition-related Events with the governments of the countries of the Co-Hosting Associations as well as with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and the Co-Hosting Associations to ensure a coordinated and consistent implementation of the Government Guarantees and the government guarantees given by the governments of the countries of the Co-Hosting Associations.

México shall bear all costs and expenses in relation to the undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.

México shall not claim any immunity from proceedings brought by FIFA, the 2026 FWC Entity, the 2026



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FWC Subsidiaries and/or any other FIFA Subsidiary in relation to this Government Guarantee.

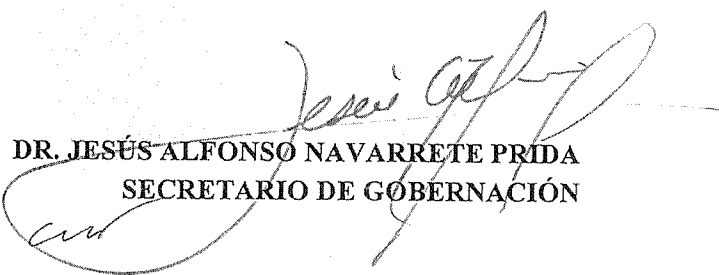
México guarantees that all relevant correspondence and discussions in relation to this Government Guarantee shall be conducted in English or to provide certified translations into English of any such correspondence.

The signatory of this Government Guarantee guarantees to have the competence to validly execute this Government Guarantee.

Any disputes arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be in Zurich, Switzerland, and the language of the proceedings shall be English.

MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026

No Reserva de Derecho o
Acción Legal



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

Ciudad de México; January 18, 2018.

Government Guarantee relating to 2026 FIFA World Cup™ and the FIFA World Cup Tests

Waiver, Indemnification and other Legal Issues

Dear Mr. President

In relation to the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in **México**, Canada and the United States of America, the Government of **México**, represented by the undersigned who is duly authorized to act and provide this Government Guarantee on behalf of **México**, hereby ensures and guarantees to FIFA the following:

A. Definitions

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

2026 FWC Entity – the FIFA Subsidiary established by FIFA in **México** or in the country of a Co-Hosting Association as central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Hosting Association and the Co-Hosting Associations.

“**2026 FWC Subsidiary**” means a subsidiary, branch, office or other representation established by the 2026 FWC Entity in **México** or in the country of a Co-Hosting Association (where the 2026 FWC Entity itself is not established).

Co-Hosting Associations—Canada Soccer Association and the US Soccer Federation being the national football associations officially affiliated to FIFA in which are appointed by FIFA for the co-organisation of the Competition in **México**, Canada and the United States of America, which, together with the Hosting Association, assume from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by one or more of the Co-Hosting Associations and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the



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Competition and/or certain Competition-related Events, including any entity co-owned with the Hosting Association and the other Co-Hosting Association.

Competition – collectively, the 2026 FIFA World Cup™ and the FIFA World Cup Tests, including any Matches and Competition-related Events.

Competition-related Events – any and all events or activities other than Matches which are directly or indirectly related to the Competition officially organised, supported, sanctioned or endorsed by, or under the auspices of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations, 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) The FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws;
- b) Any media and marketing events, including press conferences and launch activities such as the mascot launch;
- c) Any seminars, meetings, conferences and workshops;
- d) Any official public viewing or other fan-related events, including the FIFA Fan Fests;
- e) Any cultural activities and events, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- f) Any sustainability activities, including events, activities and/or programmes developed by FIFA which promote sustainable event management and/or sustainable development and contribute to FIFA's mission to building a better future as well as the FIFA legacy projects;
- g) Any football matches and training sessions; and
- h) Any other activities that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations consider relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competition.

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

FIFA Commercial Affiliates – any entities which have been or will be granted any media, marketing,



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sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Competition.

FIFA Contractors – any individuals and entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any individual or entities, directly or indirectly authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries, in relation to the Competition and/or any Competition-related Event, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as any sub-contractors of such entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, which are:

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

FIFA Fan Fest - a secured and officially branded fan entertainment area offering visitors, in particular, the possibility to view Matches on one or more giant screens established in the Host Cities or at other locations in **México**.

FIFA Host Broadcaster – any entity licensed or appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to the Competition and/or any Competition-related Event, (v) any official film or Competition-related documentaries in connection with the teams or individuals being involved in the Competition and/or any Competition-related Event.

FIFA Listed Individuals – any individuals accredited to the Competition and/or any Competition-related Event and/or any individuals listed by, or on behalf of, FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries to attend the Competition and/or any Competition-related Event (including guests of FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries, but not including Media Representatives, the general



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public or hospitality customers).

FIFA Member Associations – any national football associations officially affiliated to FIFA, whether or not participating in the Competition, and including the Hosting Association and Co-Hosting Associations.

FIFA Service Providers – the following entities licensed or appointed based on any other contractual relationship, by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or by FIFA's, the 2026 FWC Entity's or the 2026 FWC Subsidiaries' appointees or licensees, in relation to the organisation and staging of the Competition and/or any Competition-related Event:

a) Accommodation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and other facilities in a hotel or other accommodations;

b) Transportation inventory coordinators, which shall be one or more general coordinators with the obligation to purchase, create, extend, manage, intermediate and/or (re-)sell an inventory of transportation services or to provide transportation vehicles and/or transportation services;

c) Tour operator programme coordinators, which shall be one or more general coordinators with the obligation to manage the tour operator programme designed, managed, licensed or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries and/or to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with the right to attend a Competition and/or any Competition-related Event;

d) Ticketing inventory coordinators, which shall be one or more general coordinators with the obligation to produce, manage and/or sell any Match tickets or to administer Match ticket allocations as determined or authorised by FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries or to enforce any Match ticket-related rights by FIFA;

e) Hospitality inventory coordinators, which shall be one or more general coordinators with the obligation to design a hospitality programme for the Competition and/or any Competition-related Event and/or to produce, manage and/or sell a package of certain hospitality services or products provided inside or outside of a Competition venue or a venue of any Competition-related Event in combination with the right to attend a Competition and/or any Competition-related Event;

f) IT solution coordinators, which shall be one or more general coordinators with the obligation to design, manage, implement, operate, maintain and/or deliver hardware or software components of the information



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technology for FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries in relation to the Competition and/or any Competition-related Event; or

g) Any further coordinators with the obligation to design, manage, implement, operate, purchase, sell, maintain and/or deliver any services or goods that are required for the Competition or a Competition-related Event, whenever the respective agreements provide for a compensation structure under which FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries contractually at least bears the actual or budgeted costs necessary for providing such services or goods.

FIFA Subsidiary – any entity in which FIFA, directly and/or indirectly, owns at least 75.1 % (seventy five point one percent) of its capital or voting interest as well as subsidiaries of such entities in which FIFA and/or such entity owns at least 75.1 % (seventy five point one percent) of the capital or voting interest, regardless of whether such entity are resident inside or outside of **México**, including the 2026 FWC Entity and the 2026 FWC Subsidiaries.

FIFA World Cup Tests - additional FIFA football competitions, such as parts of the preliminary competition of the Competition, used as operational test(s) for the Competition.

Government – the national government of **México**.

Government Guarantee – a guarantee issued and executed by the Government or the competent local, regional or national governmental authority in **México**, which represents a unilateral legal act for the benefit of FIFA.

Hosting Association – Federación Mexicana de Fútbol Asociación, A.C, being the national football association officially affiliated to FIFA in **México** which is appointed by FIFA for the co-organisation of the Competition in **México**, Canada and the United States, which, together with the Co-Hosting Associations, assumes from FIFA certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events. This includes any entity owned and controlled by the Hosting Association and exclusively dedicated to assume, directly or indirectly, from FIFA, the 2026 FWC Entity and/or the 2026 FWC Subsidiaries certain responsibilities in relation to hosting and staging the Competition and/or certain Competition-related Events, including any entity co-owned with the Co-Hosting Associations.

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

Media Representatives - means all professional representatives of any media entities to whom FIFA, the 2026 FWC Entity or the 2026 FWC Subsidiaries grants the right to receive an official media accreditation to access a stadium and or further sites of the Competition and/or any Competition-related Event.



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Volunteers – Individuals appointed by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary the Hosting Association and/or the Co-Associations under a special volunteer program and on a free of charge basis (except for the reimbursement of actual expenditures or in form of a lump sum compensation), for certain supportive functions for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association, the Co-Hosting Associations and/or any FIFA Contractor in relation to the Competition and/or any Competition-related Event.

México guarantees to FIFA:

(i) That the issuance of the Government Guarantees and the Government Declaration represents a unilateral legal act by which the Government and the respective competent local, regional or national governmental authority in **México** assume binding obligations and gives guarantees and further undertakings towards, and for the benefit of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiary and any other FIFA Subsidiary;

(ii) that the issuance of the Government Guarantees and the Government Declaration does not create any contractual or related, obligations for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and/or the Co-Hosting Associations towards, and for the benefit of, the Government and/or the respective competent local, regional or national governmental authority in **México**. The foregoing is without prejudice to any duty of cooperation or participation of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations if expressly mentioned in the respective Government Guarantees should they wish to benefit from any guarantees and undertakings given by the Government or the respective competent local, regional or national governmental authority in **México** under any of the Government Guarantees and the Government Declaration;

(iii) that the Government and/or the respective competent local, regional or national governmental authority in **México** have no, and waive any, whatsoever rights, claims or remedies against FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations and their respective officers, directors, employees, representatives or auxiliary persons in relation to the issuance, contents and/or enforcement by FIFA of the Government Guarantees and the Government Declaration. The foregoing is without prejudice to any duty of cooperation or participation of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations if expressly mentioned in the respective Government Guarantees should they wish to benefit from any guarantees and undertakings given by the Government or the respective competent local, regional or national governmental authority in **México** under any of the Government Guarantees and the Government Declaration;

(iv) that FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary shall be entitled to exercise, at any time, its contractual rights under its contracts relating to the Competition and the Competition-related Events with the Hosting Association, the Co-Hosting Associations, the host cities,



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stadium authorities or any other third party involved in the preparation, organisation, hosting and staging of the Competition or a Competition-related Event, in particular its right to cancel, abandon, postpone or relocate the Competition, individual Matches or a Competition-related Event pursuant to the terms and conditions of the underlying contracts. In the event of such cancellation, abandonment, postponement or relocation of the Competition, individual Matches or a Competition-related Event, **México** and/or the public entity represented by the respective competent local, regional or national governmental authority in **México** shall not have, and waive, any whatsoever rights, claims or remedies against FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and/or the Co-Hosting Associations as well as their respective officers, directors, employees, representatives or auxiliary persons; and

(iv) to indemnify, defend and hold harmless FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, the Hosting Association and the Co-Hosting Associations as well as their respective officers, directors, employees, representatives or auxiliary persons for and against any direct or indirect damages (including loss of profits), liabilities, claims, proceedings, costs and/or expenses (including experts' or advisors' fees) resulting from any intentional or non-intentional violation or breach of any Government Guarantee or the Government Declaration. This indemnification shall not limit any specific indemnification given in this Government Guarantee or any other Government Guarantee.

México guarantees that the provisions contained in this Government Guarantee are legally binding and fully valid as well as directly applicable and fully enforceable in accordance with its terms and shall remain legally binding, fully valid, directly applicable and fully enforceable, irrespective of any change in the Government of **México**, or any change in the laws and regulations.

Without limiting the guarantee regarding its legally binding effect, validity, applicability and enforceability, the Government of **México** undertakes to FIFA to take:

(i) If and to the extent necessary, any steps to initiate legislative proceedings for the enactment of any special laws, regulations and/or ordinances necessary to ensure that the implementation, performance and enforcement of this Government Guarantee is enacted by no later than 31 May 2021; and

(ii) Such alternative measures, within the authority of the Government and compliant with the local laws in **México**, to provide FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary with the best possible level of legal certainty for the full implementation, performance and enforcement of the relevant aspects of the issued Government Guarantee and Government Declaration.

México guarantees to FIFA to closely and amicably coordinate its activities in relation to, and its support for, the Competition and Competition-related Events with the governments of the countries of the Co-Hosting Associations as well as with FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA



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Subsidiary, the Hosting Association and the Co-Hosting Associations to ensure a coordinated and consistent implementation of the Government Guarantees and the government guarantees given by the governments of the countries of the Co-Hosting Associations.

México shall bear all costs and expenses in relation to the undertakings and guarantees contained in this Government Guarantee, including its implementation, performance and enforcement.

México shall not claim any immunity from proceedings brought by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to this Government Guarantee.

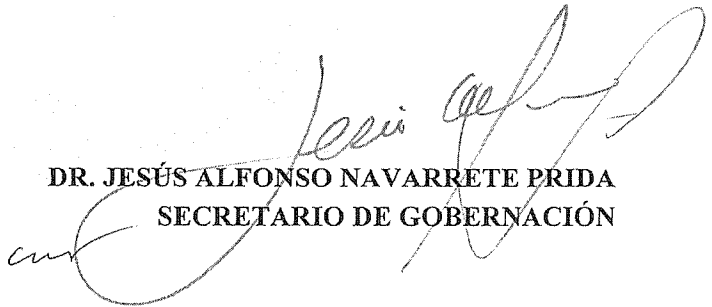
México guarantees that all relevant correspondence and discussions in relation to this Government Guarantee shall be conducted in English or to provide certified translations into English of any such correspondence.

The signatory of this Government Guarantee guarantees to have the competence to validly execute this Government Guarantee.

Any disputes arising out of or in connection with this Government Guarantee, and/or any subject matters covered therein, shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration shall be in Zurich, Switzerland, and the language of the proceedings shall be English.


MÉXICO

Ciudad de México; January 18, 2018.


DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026.

Declaración sobre el
Marco Jurídico Mexicano
firmada por el Secretario
de Gobernación





SECRETARÍA DE GOBERNACIÓN

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

Ciudad de México; January 18th, 2018.

Document relating to the 2026 FIFA World Cup™ and the FIFA World Cup Tests

México's Government Legal Statements

Dear Mr. President

In relation to the joint bid for the 2026 FIFA World Cup™ and the FIFA World Cup Tests taking place in México, Canada and the United States of America, and pursuing to demonstrate the capability of the Government of México to fully take the necessary steps to comply with the requirements contained in the Government Declaration and the Government Guarantees, the undersigned, in my capacity of Minister of the Interior, states:

A. Structure of the Government in México

- 1) México is a free-market, democratic and representative republic organised as a federation of thirty-two (32) autonomous federal entities, sovereign in all matters concerning their internal affairs but united according to the principles of the Federal Constitution.
- 2) The Supreme Power of the Mexican Federation is divided for its exercise into three branches: Legislative, Executive and Judiciary. The renewal of the first two is made through direct, free, genuine and periodic elections.
- 3) Each of the thirty two (32) federal entities has its own constitution, congress, judiciary and executive power, exercised by a governor or head of the government, in the case of Mexico City. The federal entities are organised into municipalities (or territorial demarcations in the case of Mexico City), which are administrative political entities governed by a municipal president (and a Mayor, in the case of Mexico City).
- 4) There are certain subjects whose law-making or surveillance is exclusive of the Mexican Federation, all the others subjects that are not stated to the Federation in the Constitution are understood as competence of the



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federal entities. Municipal level of competence is limited, mainly, to the maintenance of utilities and to minor subjects regarding their administrative territory, such as markets regulations (including street vending), illumination, potable water, sewers, waste disposal, streets, parks, gardens and their equipment.

5) The Federal Legislative branch is vested in a General Congress, which is divided into two houses (deputies and senators). Their main purpose is to initiate, analyse, discuss, approve and issue laws. There are certain subjects whose right of initiation or approval is exclusive to one of the houses.

6) The Federal Judiciary is vested on the Nation's Supreme Court of Justice, in an Electoral Tribunal, in Collegiate and Unitary Circuit Courts, and District Courts. There is a Federal Judicial Council that manages, supervises and disciplines the judicial branch. The Supreme Court of Justice of the Nation has final appellate jurisdiction over all federal entities and federal courts, below it, there are circuit courts.

7) Apart from the three branches, the Constitution establishes Autonomous Constitutional Bodies, which are bodies with legal, organic and functional autonomy. They have authority to issue their own regulation (regulatory autonomy), as well as financial, budgetary and administrative independence. The National Human Rights Commission, the Central Bank, the Federal Telecommunications Institute, the National Electoral Institute, the Federal Competence Commission and the National Institute of Transparency and Open Government are examples of autonomous bodies.

B. Legal framework

1) México follows the civil law system tradition, and is based on Roman and French legal systems.

2) The main sources of law in Mexico are: (i) The Federal Constitution (ii) International Treaties (iii) primary laws and (iv) secondary regulation.

3) The Federal Constitution, the laws of the General Congress and all the treaties that are celebrated by México (especially human rights treaties) are the Supreme Law of the Federation.

4) The provisions of the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and the American Convention on Human Rights are fully binding in the Mexican courts.

5) The Federal Executive is entitled to promulgate and implement the laws enacted by the General Congress, ensuring its accurate enforcement in the administrative area. The Federal Executive relies on the Federal Public Administration for the enforcement of legislation issued by the General Congress, as well as to issue different types of regulation.



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6) The Federal Administrative Proceedings legislation defines regulation as a general administrative act, which encompasses a broad range of legal documents: laws, presidential rulings, decrees, agreements, technical standards circulars and formats, guidelines, criteria, methodologies, instructions, directions, rules or whatever instrument that establishes specific obligations to citizens and businesses by ministries or decentralized bodies. In addition, any general administrative act must be issued by a competent authority in written, indicated the legal basis of the act as well as the circumstances that lead to its emission, and should be published in the Official Journal of the Federation to come into force and have legal effects.

C. Governmental Support Documents enforceability

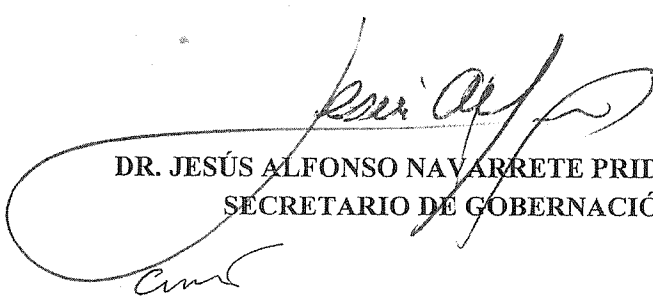
The issuance of the Government Guarantees and the Government Declaration represents a unilateral legal act by which the Government assumes binding obligations and guarantees to the FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiary and any other FIFA Subsidiary it's enforceability.

The issuance of the Government Guarantees and the Government Declaration has, and will continue to have, for all purposes, the same enforceability from the date of the signing of this document until the date stated on each Governmental Support Document.

D. Laws and regulation to be enacted

On the grounds that to the actual Mexican legal framework meets FIFA's requirements regarding the enactment of laws, regulation or ordinances, the Mexican government, so far, has not identified any laws, regulations or ordinances which need to be enacted by the Government and/or another competent local, regional or national governmental authority, in order to host the 2026 FIFA World Cup™ and the FIFA World Cup Tests.


MÉXICO

Ciudad de México; January 18th, 2018.

DR. JESÚS ALFONSO NAVARRETE PRIDA
SECRETARIO DE GOBERNACIÓN

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026.

Opinión Legal de
Consultor Externo
(CHEVEZ, RUIZ,
ZAMARRIPA)



CHEVEZ
RUIZ
ZAMARRIPA

January 19, 2018

CIUDAD DE MÉXICO
Corporativo Pirámide
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4° Piso, Peña Blanca Santa Fe
C.P. 01210

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450 Park Avenue
Suite 1402
New York, NY
10022

QUERÉTARO
Av. Antea 1088 Piso 1 B
Col. Jurica C.P. 76100
Querétaro, Qro.

Fédération Internationale
de Football Association
FIFA-Strasse 20
8044 Zürich
Switzerland

Dear Sirs:

We act as legal advisers of the Federación Mexicana de Fútbol Asociación, A.C. ("**Member Association**") in the preparation of the joint bid submitted by Federación Mexicana de Fútbol Asociación, A.C., Canadian Soccer Association and United States Soccer Federation to co-organise together with FIFA the 2026 FIFA World Cup (the "**Competition**") in México (the "**Host Country**"), United States of America and Canada, and have reviewed the following documents.

1. The Bidding Registration ("**Bidding Registration**") between Fédération Internationale de Football Association (FIFA), Zürich, Switzerland ("FIFA") and the Federación Mexicana de Fútbol Asociación, A.C., United States Soccer Federation and Canadian Soccer Association;
2. The Bidding Agreement between FIFA and the Federación Mexicana de Fútbol Asociación, A.C., United States Soccer Federation and Canadian Soccer Association (the "**Bidding Agreement**");

3. The Hosting Agreement with FIFA and the Federación Mexicana de Fútbol Asociación, A.C., United States Soccer Federation and Canadian Soccer Association as contractual parties which, at the date of the signatories' assessment, was executed by the **Federación Mexicana de Fútbol Asociación, A.C., United States Soccer Federation and Canadian Soccer Association** only (the "**Hosting Agreement**");

4. The governmental declaration from the government of the Host Country (the "**Government Declaration**");

5. The governmental guarantees given by ministers and/or heads of the governmental authorities of the Host Country ("**Government Guarantees**");

6. The agreements with FIFA, the Member Association and executive authority of a proposed host city in the Host Country as contractual parties, which, at the date of the signatories assessment were executed by the respective host city authority only and contain all rights and obligations of the parties in relation to the Competition ("**Host City Agreements**");

7. The declaration from the authorities of the proposed host cities in the Host Country ("**Host City Declaration**");

8. The agreements with the Member Association and the owner/operator of a proposed stadium in the Host Country as contractual parties and FIFA as third party beneficiary, which, at the date of the signatories' assessment, were executed by the respective owner/operator of a proposed stadium only and contain all rights and obligations of the parties in relation to the Competition (the "**Stadium Agreements**");

9. The agreements with the Member Association and the owner/operator of a proposed training site in the Host Country as contractual parties and FIFA as third party beneficiary, which, at the date of the signatories' assessment, were executed by the respective owner/operator of a proposed training site only and contain all rights and obligations of the parties in relation to the Competition ("**Training Site Agreements**"); and

10. The agreements with the Member Association and the owner/operator of a proposed airport in the Host Country as contractual parties and FIFA as third party beneficiary, which, at the date of the

signatories' assessment, were executed by the respective owner/operator of a proposed airport only and contain all rights and obligations of the parties in relation to the Competition (the "**Airport Agreements**").

Items 1 through 10 are referred to herein as the "**Documents**".

We have not investigated the laws of any country other than the Host Country and this opinion is given only with respect to the laws of the Host Country in effect as at the date of this opinion.

Based upon the foregoing, we are of the following opinion.

1. Legal Validity

a) The provisions of each Document as stated above in items 1 and 2 are legally binding, fully valid and directly enforceable for the contracting parties and would be so treated in the courts or by other competent bodies or authorities of the Host Country and is in valid form for their enforcement in the Host Country. The provisions of each Document are, in particular, but not limited to, legally binding, fully valid and directly enforceable in respect of any representation, guarantee, confirmation or other undertaking which is given as of the date of issuance and/or up to and/or per the end date of the respective contractual terms of each Document.

b) ~~The provisions of each Document unilaterally executed by one of the contractual parties as stated above in items 3, 6 and 8 to 10 are legally~~ binding, fully valid and directly enforceable offers by the executing contractual party to the respective contractual counterparty of such Document in accordance with its terms and would be so treated in the courts or by other competent bodies or authorities of the Host Country and is in valid form for its enforcement in the Host Country.

Once executed also by the respective contractual counterparty pursuant to its applicable terms, each Document is legally binding, fully valid and directly enforceable for the contracting parties. Each Document would be so treated in the courts or by other competent bodies or authorities of the Host Country and is in valid form for their enforcement in the Host Country.

The provisions of each Document are, in particular, but not limited to, legally binding, fully valid and fully enforceable in respect of any representation, guarantee, confirmation or other undertaking which is

given as of the date of issuance and/or up to and/or per the end date of the respective contractual terms of each Document.

c) The provisions of each Document unilaterally executed by the issuing party as stated above in items 4, 5 and 7, are legally binding, fully valid and directly enforceable for the issuing parties and would be so treated in the courts or by other competent bodies or authorities of the Host Country and is in valid form for their enforcement in the Host Country. The provisions of each Document are, in particular, but not limited to, legally binding, fully valid and directly enforceable in respect of any representation, guarantee, confirmation or other undertaking which is given as of the date of issuance and/or up to and/or per the end date of the respective contractual terms of each Document.

2. Third Party Beneficiary

The provisions of each Document providing FIFA rights as a third party beneficiary under such Document are legally binding, fully valid and directly enforceable by FIFA and would be so treated in the courts or by other competent bodies or authorities of the Host Country and are in valid form for their enforcement in the Host Country.

3. Rights and Obligations of Member Association

The provisions of each Document providing FIFA the right to (i) fulfill and perform obligations of the Member Association, (ii) to request fulfillment and performance of obligations of the respective contractual counterparty directly to FIFA, (iii) exercise rights of the Member Association, and (iv) oblige the respective contractual counterparty to accept the assignment to, and assumption by FIFA of all rights and obligations of the Member Association are legally binding, fully valid and directly enforceable by FIFA and would be so treated in the courts or by other competent bodies or authorities of the Host Country and are in valid form for their enforcement in the Host Country.

4. Non-conflict

The execution and performance of the obligations under each Document do not violate, in any respect, any laws or regulations of, or in the Host Country or any decision of any judicial or other competent body or authority of or in the Host Country.

5. Consents

All authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of judicial and other competent bodies or authorities of, or in, the Host Country required or advisable in connection with the execution, performance, validity and enforceability of all provisions under each Document have been obtained or effected and are in full force and effect.

6. No Immunity

The parties to the Documents enjoy no right of immunity in respect of themselves or their assets from suit or execution or other legal process in respect of their obligations under the Documents.

7. Choice of Law

The choice of Swiss law with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods as the governing law of the Documents stated above in items 1, 2, 3, 4, 7, 9, 10 and 11 will be recognised and applied as a valid choice of law by the courts or other competent bodies or authorities of, or in, the Host Country and applied by such courts or other competent bodies or authorities in proceedings in relation thereto.

8. Jurisdiction

The submission of each Document to the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution or the Court of Arbitration for Sport (CAS) (if applicable) and the jurisdiction contained in each Document are valid and binding on these agreements and not subject to revocation.

9. Enforcement of Foreign Judgments

Any judgment obtained in the courts of Switzerland or by the arbitration panel will be enforceable by the courts or other competent bodies or authorities of the Host Countries without re-examination of the merits of the case.

10. Enforcement

A judgment obtained in the competent courts or other competent bodies or authorities in relation to the Documents would be fully enforceable in the Host Country.

11. No Adverse Consequences

Under the laws of the Host Country, FIFA or FIFA's subsidiaries will not be deemed to be resident, domiciled or carrying on any commercial activity in the Host Country as a result only of organising and staging the Competition in the Host Countries or of the entry into and performance of the rights and obligations under the Documents.

12. Qualification to do Business

It is not necessary under the laws of the Host Country (i) in order to enable FIFA to enforce its rights under the Documents, or (ii) by reason of the Competition in the Host Countries or the execution and performance of the rights and obligations under the Documents by FIFA or FIFA's subsidiaries, that FIFA or FIFA's subsidiaries should be licensed, require a permit, or are otherwise qualified or in any form admitted to organise and stage the Competition in the Host Countries.

13. Powers and Authority

The Host Country and the executing host cities, acting through its governmental bodies and authorities, have the power and authority to enter into and perform the Documents stated above in items 4, 5 and 7 to which they are a party.

The Member Association has the corporate power and authority to enter into and perform the rights and obligations under Documents stated above in items 1, 2, 3, 4, 7, 9, 10 and 11 and have taken all necessary corporate action to authorise the execution of these Documents.

14. Signatories

All signatures with regard to each of the Documents are genuine. The persons named as authorised persons therein have the right, power and authority to execute the respective Document on behalf of the respective contracting party and to give and receive any notices or certificates under these Documents on behalf of the respective contracting party.

This opinion is solely for your benefit and is not to be made publicly available without our prior written consent.

Entrega de Garantías del Gobierno Federal para
la Candidatura de la Copa del Mundo 2026.

NOTAS



MÉXICO

GOBIERNO DE LA REPUBLICA