



1. GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES to Union des Associations Européennes de Football (“UEFA”) by the service provider as designated in the attached Specific Conditions for the supply of services (the “Service Provider”).

2. APPLICATION OF TERMS AND CONDITIONS - (2.1) The present General Terms and Conditions (the “Terms and Conditions”) together with the attached Specific Conditions for the supply of services and/or any UEFA’s order (the “Specific Conditions”) shall form the binding Agreement between UEFA and the Service Provider. No terms or conditions endorsed upon, delivered with or contained in the Service Provider’s quotation or similar document will form part of the Agreement and the Service Provider waives any right it might have to rely on such terms and conditions.

(2.2) The Specific Conditions constitute a binding offer by UEFA to appoint the Service Provider for the Services subject to the present Terms and Conditions. No change may be made to the Specific Conditions by the Service Provider without prior written approval of UEFA.

3. DEFINITIONS - (3.1) In the present Terms and Conditions or in the Appendix, the following words shall have the following meanings (all the other capitalised terms not defined in these Terms and Conditions shall have the meaning set forth in the Specific Conditions):

“Agreement” means the agreement formed by the present Terms and Conditions and the Specific Conditions (including the appendices) referring to them;

“Applicable Law” means any applicable legislation, regulation, rule, code of practice, guideline, direction or decree imposed by law or by any competent authority in any relevant jurisdiction in the world;

“Commitment Period” means the calendar period stipulated in the Specific Conditions hereto;

“Confidential Information” means any information disclosed, or made available, by one Party to the other Party, including any designs, specifications, documentation, trade secrets, know-how, plans, graphics or internal documents related to the disclosing party’s business, affiliates, customers, employees and agents, whether or not such information is reduced to a tangible form or marked in writing as “confidential”, and any knowledge which has been or may be derived or obtained from any such information. Notwithstanding the above, the following information shall not be considered as Confidential Information: (i) Information made public without any fault or involvement of the receiving Party, (ii) Information disclosed by one Party with the other Party’s prior consent, or (iii) Information disclosed by a Party that believes, in good faith, that it is bound to make such disclosure pursuant to an injunction by a judicial or administrative authority.

“Day” means a minimum of eight (8) hours’ effective performance of Services (excluding travel time, meals, breaks, etc.) in any 24-hour period;

“Deliverable” means any tangible or intangible object produced and/or developed as a result of Services that is intended to be delivered to UEFA by the Service Provider as described in the Specific Conditions and including without limitation any specific documents prepared pursuant thereto;

“Fees” means the amount(s) as stipulated in the Specific Conditions hereto to be paid by UEFA to the Service Provider subject to and in accordance with Section 7;

“Intellectual Property Rights” means any patents, trademarks, rights in designs, copyrights (including rights in computer software), rights in know-how or Confidential Information or rights in statistics, information or other data (in whatsoever form or format, whether

collated or recorded in a database or otherwise), database rights (including any *sui generis* or other rights), any other legal and beneficial intellectual property rights (whether registered or not, and including any applications for registration) or any rights or forms of protection of a similar nature or having equivalent or similar effect to any others which subsist anywhere in the world;

“Material” means any information, in tangible or intangible form, owned by UEFA and communicated and/or provided to the Service Provider for the purpose of providing the Services, including but not limited to trade secrets, proprietary information or Confidential Information, documents or data (in original or copies), source codes, logos, images, business plans, databases and statistics, software, reports, memorandums, know-how or technology of a confidential or proprietary nature;

“Party” or “Parties” means respectively either the Service Provider or UEFA individually or both of them together;

“Service Provider’s Representative” means a member of the Service Provider’s personnel appointed for the performance of the Services;

“Services” means the professional services to be performed by the Service Provider for UEFA as specifically described in the Specific Conditions hereto and as may be further defined by UEFA from time to time;

“Surreptitious Code” means any virus, Trojan horse, worm, or other routine or component designed to permit unauthorized access to a system, or to disable, erase, or otherwise harm any component of a system or any back door, time bomb, drop dead device, or other routine designed to disable a software automatically with the passage of time or under the control of a party other than UEFA, or to perform any such other malicious, mischievous or disruptive actions;

“UEFA” means Union des Associations Européennes de Football, Route de Genève 46, CH-1260 Nyon 2, and all its subsidiaries, including without limitation UEFA Events SA.

4. APPOINTMENT AND OBLIGATIONS - (4.1) The Service Provider shall make its expertise available to UEFA and perform and provide the Services and Deliverables during the Commitment Period in accordance with (i) the terms of the Agreement; (ii) the highest professional skill and care; (iii) any and all Applicable Laws including, without limitation, those which apply to health and safety and insurance; (iv) best practices; (v) UEFA’s guidelines, directives and/or specific instructions as communicated from time to time, and (vi) the standards laid down by international conventions such as the Universal Declaration of Human Rights, the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development, and the United Nations Convention Against Corruption.

(4.2) This Agreement does not grant to the Service Provider any right to be UEFA’s sole provider of the Services. UEFA is free at any time to use other companies that provide identical or similar services to those of the Service Provider.

(4.3) It is the responsibility of the Service Provider to ensure that it has all the necessary and appropriate equipment, facilities and resources in order to provide the Services and Deliverables in full accordance with this Agreement.

(4.4) The Service Provider shall appoint and make available to UEFA such skilled, well-trained and experienced persons as are reasonably required to perform the Services. The Service Provider warrants that the Service Provider’s Representative(s) is(are) such a person(s). The appointment of a Service Provider’s Representative(s) requires UEFA’s written approval, which may be granted only after UEFA has had the opportunity to interview the individual(s) concerned.



(4.5) The Service Provider shall seek UEFA's written approval before replacing any person appointed to perform the Services.

(4.6) If so requested by UEFA, the Service Provider shall replace or appoint additional Service Provider's Representatives for the performance of the Services at no cost to UEFA and in accordance with Section 4.4.

(4.7) The Service Provider warrants that the Service Provider's Representative(s) shall observe and comply with all reasonable rules, regulations, directions and instructions in force and/or issued by UEFA from time to time as far as the objective and the purpose of the Services are concerned and that they shall faithfully serve UEFA's best interests to the best of their abilities.

(4.8) The Service Provider alone is responsible for (i) ensuring that all persons involved in the performance of any part of the Services are legally authorised to perform such Services in the territories in which the Services are being performed, (ii) all matters relating to visas, work permits, social security payments, insurance (including all travel and personal health and accident insurance) and other employment-related requirements under any Applicable Laws (e.g. hiring permits) in relation to any and all of the Service Provider's Representatives, and (iii) paying all salaries, wages, commissions, bonuses, taxes, social security contributions, pensions, sick pay and all other amounts payable directly or indirectly in respect of all Service Provider's Representative.

5. REPORTING AND APPROVALS - (5.1) UEFA is entitled to review the Service Provider's performance of the Services at any time during the Term and the Service Provider shall provide UEFA with any and all assistance, information and access to facilities as UEFA might reasonably request for the purposes of such review.

(5.2) Where required, the Service Provider shall, on a continuing and timely basis, seek from UEFA any information or directions reasonably required by Service Provider for the proper performance of Service Provider's obligations under this Agreement.

6. STATUS OF THE SERVICE PROVIDER – WORK LOCATION - (6.1) During the Commitment Period, the Service Provider and the Service Provider's Representative(s) are independent. The Service Provider's Representative(s) shall remain under the Service Provider's exclusive supervision.

(6.2) Unless otherwise agreed, the Service Provider's Representative(s) normal place of work will be its own office.

(6.3) If the Service Provider's Representative(s) is required by UEFA or needs to perform its work at UEFA's headquarters, UEFA shall use all reasonable efforts to provide the Service Provider's Representative(s) with the necessary office space and other resources reasonably required to enable the Service Provider's Representative to perform his work.

7. FINANCIAL PROVISIONS - (7.1) In full and final consideration of and subject to the proper performance of the Services in accordance with the terms and conditions of the Agreement, UEFA will pay the Fees to the Service Provider.

(7.2) The Parties agree that the Fees are inclusive of any and all taxes including, but not limited to, any value added tax (VAT), unless otherwise stated in the Specific Conditions.

(7.3) The Fees shall be paid by UEFA within thirty (30) days of receipt of a corresponding detailed invoice issued by the Service Provider on a monthly basis and sent to the relevant invoiced department, unless otherwise stated in the Specific Conditions. Such invoice shall specify in particular the number of Days performed per calendar month, the name of the Service Provider's Representative(s) involved and the tasks undertaken and shall quote VAT Number: CHE-116.317.087 TVA. The Service Provider shall address the invoices to

UEFA, Invoice Processing, Route de Genève 46, CH-1260 Nyon 2. For the avoidance of doubt, only the Days effectively performed may generate Fees.

(7.4) The Service Provider is responsible for all investment and infrastructure costs necessary to ensure that the Services are performed to the highest quality and professionalism standards required by UEFA.

(7.5) The Service Provider is responsible for all additional costs and expenses (including without limitation travel costs such as car, taxi, plane, train accommodation and meals) unless otherwise specified in the Specific Conditions or agreed in advance in writing by UEFA. The Service Provider acknowledges and agrees that the Fees include the work of, without limitation, all its administrative and back-office personnel, secretaries, assistants and trainees and all kind of communication charges such as fax, telephone and e-mail.

(7.6) The Service Provider undertakes to duly pay all tax and national insurance contributions which are due, whether in Switzerland or elsewhere, in relation to the payments to be made to it by UEFA pursuant to this Agreement.

8. TERM AND TERMINATION - (8.1) The Agreement shall become effective at the beginning of the Commitment Period and shall run until the end of the Commitment Period, as specified in the Specific Conditions, unless terminated pursuant to its terms.

(8.2) UEFA is entitled to immediately terminate the Agreement by written notice if (i) in UEFA's reasonable opinion, the Service Provider does not perform the Services in full accordance with the provisions of this Agreement, (ii) the Service Provider breaches all or part of its obligations under this Agreement, (iii) there is a substantial change in the ownership or management of the Service Provider, which, in the opinion of UEFA, is detrimental to the interests of UEFA and/or to the performance of the Services. The Service Provider agrees to give written notice to UEFA within thirty (30) days of the occurrence of any such change in control (iv) there is an opening of bankruptcy or composition proceedings against the Service Provider within the meaning of the Loi fédérale sur la poursuite pour dettes et la faillite (Swiss Federal Debt Enforcement and Bankruptcy Act).

(8.3) Without prejudice to the provisions of the above paragraph, UEFA, at its own discretion, may terminate the Agreement at any time by written notice given one (1) month in advance.

(8.4) The Service Provider may terminate the Agreement at any time by written notice given two (2) months in advance.

(8.5) Termination hereunder shall be without prejudice to any existing rights and/or claims that one Party may have against the other, and shall not relieve any Party from fulfilling the obligations accrued prior to such termination. In the event of early termination, the Service Provider shall have seven (7) days to repay any advance payments made by UEFA, UEFA being responsible and liable in such cases only for the payment of the Fees for the Days effectively performed by the Service Provider prior to the early termination of this Agreement.

(8.6) The Service Provider shall act in good faith and shall use its best efforts to facilitate the smooth transfer of responsibility for the Services to a new contractor or to UEFA and shall take no action at any time during the term of this Agreement or thereafter which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer.

9. INTELLECTUAL PROPERTY RIGHTS - (9.1) Subject to Section 9.3, any and all Intellectual Property Rights created, developed and/or used for the purposes of this Agreement, including, without limitation, any rights to the Material and Deliverables, shall remain vested in UEFA or, as the case may be, become the sole and exclusive property of UEFA.



(9.2) The Service Provider acknowledges that the Services and the Deliverables, as performed and provided by the Service Provider, do not and will not infringe the Intellectual Property Rights of any third party.

(9.3) The Service Provider owns and shall continue to own (i) any pre-existing Intellectual Property Rights; and (ii) any Intellectual Property Rights separately created by the Service Provider other than for the performance of the Services.

(9.4) If such Intellectual Property Rights must be used or accessed by UEFA to use or access any Deliverable in accordance with this Agreement, the Service Provider hereby grants to UEFA a perpetual, worldwide, non-exclusive, sub-licensable, royalty-free license to use such Intellectual Property Rights and such materials for these sole purposes.

(9.5) Any and all rights for all purposes throughout the world in connection with UEFA, its logos, competitions, events and activities belong solely and exclusively to UEFA. The Service Provider shall not, by virtue of this Agreement or otherwise, use, claim any right, title or interest in relation thereto.

(9.6) The Service Provider shall fully indemnify, hold harmless and defend UEFA against any and all claims and/or liabilities, damages, costs or expenses (including but not limited to attorney's fees) arising out of or relating to any claim against UEFA to the extent that it is based on a claim alleging that UEFA infringes any patent, trademark, copyright or other rights of a third party as a result of, or in connection with, the performance of the Services.

10. USE OF MATERIAL AND DELIVERABLE - (10.1) Upon request by UEFA and in any event on the expiry or termination of this Agreement, the Service Provider shall (i) promptly return any Material and Deliverables (original and copies) to UEFA free of charge and certify through a duly authorised representative of the Service Provider that all Material and Deliverables (whether in a provisional or final form) have been destroyed, and (ii) give such other reasonable assistance requested by UEFA in relation to securing UEFA's control over any Material and Deliverables.

11. DATA PROTECTION - (11.1) The Service Provider shall be aware of and comply with all Applicable Laws regarding data protection, including, without limitation, Article 4 of the *Loi fédérale sur la protection des données (Swiss Federal Data Protection Act)*, according to which personal data may be processed only for the purpose indicated at the time of the collection, as evident under the circumstances or as provided for by law.

(11.2) The Service Provider shall make no use of any data collected (and/or accessed) during the course of the performance of the Services other than in compliance with the Applicable Laws and after having obtained written permission from UEFA. The Service Provider shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by UEFA of the same and will oblige the Service Provider's Representative(s) and any subcontractors to comply with the Applicable Laws and to undertake in writing only to collect, process or use any personal data received from UEFA for the purpose of providing the Services and to not make personal data received from UEFA available to any third parties.

(11.3) The Service Provider warrants and undertakes that, as part of the Services performed, it shall take, implement and maintain all such technical and organisational security measures and procedures necessary or appropriate to preserve the security and confidentiality of personal data processed by it and to protect such personal data against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage, including any technical and organisational security procedures and measures as may be required or directed by UEFA from time to time.

(11.4) The Service Provider understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of personal data, it shall act only on instructions and directions from UEFA. The Service Provider shall comply promptly with all such instructions and directions received from UEFA from time to time. The Service Provider undertakes to not disclose personal data to any third party in any circumstances other than at UEFA's specific written request or in compliance with legal obligations. In particular, the Service Provider shall not transfer any UEFA data across a country border unless UEFA reasonably considers such transfer appropriate or useful for the Service Provider's performance of the Services and has given its prior written consent. UEFA alone is responsible for determining whether any transfer by the Service Provider or UEFA of UEFA data across a country border complies with all Applicable Laws.

(11.5) If the Service Provider cannot comply with Applicable Laws for whatever reason, it agrees to inform UEFA promptly of its inability to guarantee compliance, in which case UEFA is entitled to suspend the transfer of data and/or terminate this Agreement.

(11.6) If UEFA is held liable for the use of personal data, the Service Provider shall indemnify and keep UEFA fully indemnified against any such third party liability.

12. CONFIDENTIALITY - (12.1) The Service Provider expressly agrees that all Material and Deliverables shall be treated as Confidential Information. The Service Provider shall undertake all measures necessary to preserve and ensure the strict confidentiality of such Material and Deliverables. The Service Provider agrees, in particular, that it will not use, exploit, transfer or communicate such Material or Deliverables for its own purposes or for the purposes of any third party. This obligation of confidentiality shall survive, in perpetuity, the expiry or termination of this Agreement and shall be binding upon the Service Provider's Representative as well as upon any other person who had access to such Material or Deliverables, including but not limited to the Service Provider's Representative(s) or other personnel.

(12.2) In the course of the performance of the Agreement, the Service Provider may receive and/or access sensitive business and/or personal data belonging to UEFA and/or a third party. These data shall be treated as Confidential Information. The Service Provider warrants to treat these data with the outmost care. In particular, these data shall not be put on any social, sharing, remote cloud storage and/or similar web services of any kind (e.g. Dropbox).

(12.3) The Parties shall not advertise, publish or in any way publicly indicate the fact that they are collaborating with the other Party nor the existence and content of this Agreement, unless they have received prior written authorization from the other Party.

13. RESTRICTIONS – (13.1) The Service Provider warrants that the execution of the Agreement, the performance and provision of Services and Deliverables do not and will not (i) violate any Applicable Laws, any ruling of a competent authority or any agreement or treaty binding on it, (ii) constitute a termination event (howsoever described) under any of the circumstances listed in Section 8.2, or (iii) result in the creation of security or give rise to an obligation to grant security or transfer assets (by way of collateral or economically similar arrangements) in favour of any other person.

(13.2) The Service Provider warrants that in connection with this Agreement and the Services relating thereto, it, its directors, employees, officers, and anyone acting for it or on its behalf shall not offer, promise or make any payment, either directly or indirectly, of money or other assets where such payment would constitute a violation of any Applicable Laws.



(13.3) The Service Provider acknowledges and warrants that it shall not use, undertake any steps, make any filing or registration as to any Intellectual Property Rights, including but not limited to trade or service marks, logos, or other, belonging to UEFA and shall not make any references, direct and/or indirect, to UEFA or any of UEFA's competitions, events and/or activities.

(13.4) The Service Provider acknowledges and warrants that it shall not introduce in UEFA's system, via any means (including, without limitation, computer networks, CD-ROM or USB key), any third-party software or proprietary material without UEFA's prior written approval and without obtaining such third-party clearance or a licence to use such software or proprietary material for the Services. The Service Provider acknowledges and agrees that UEFA's express written authorisation is required for the Material to be transferred via any means (including but not limited to electronic means) from UEFA headquarters and/or UEFA's systems to any other place, computer and/or system. Furthermore, the Service Provider warrants that it shall not introduce any Surreptitious Code into UEFA systems.

(13.5) The Service Provider shall not do anything during the Term of this Agreement or at any time thereafter which could damage the reputation or rights of UEFA.

(13.6) The Service Provider agrees to not provide, during the Commitment Period and for a duration of one (1) year after the expiry or termination of this Agreement, a similar kind of Service to any other entity or potential competitor of UEFA anywhere in the world that would be prejudicial to the interests of UEFA without the prior written approval of UEFA.

14. LIABILITY - (14.1) The Service Provider shall obtain and maintain insurance coverage with a reputable insurer against any and all of its potential liabilities in connection with this Agreement (including but not limited to general and professional third-party liability insurance, insurance for its own and any subcontracted personnel and full and comprehensive insurance relating to the rendering of the Services). The Service Provider shall, if requested, supply UEFA with a copy of the relevant policies. For the avoidance of doubt, UEFA shall bear no responsibility whatsoever in this respect. The Service Provider shall ensure that its subcontractors (if any) also obtain and maintain such insurance coverage.

(14.2) The Service Provider shall provide all Services at its own risk and insure, maintain and replace all elements of the Services as necessary.

(14.3) The Service Provider shall defend, hold harmless and indemnify UEFA at all times from and against any and all claims, costs, proceedings, demands, damages, losses, expenses and liabilities (including legal expenses) suffered or incurred by UEFA resulting from a breach by the Service Provider of any of the terms of this Agreement and/or from its non-performance or improper performance of the Services, including but not limited to any failure by the Service Provider to provide the Services in the agreed and timely manner or perform the Services for any reason whatsoever.

(14.4) UEFA is entitled to compensation for damages resulting from the Service Provider's breach of any of its obligations under this Agreement, unless the Service Provider proves that the breach was due to an impediment beyond its control.

15. FINAL PROVISIONS - (15.1) The Service Provider is not authorised to subcontract any of its obligations under the Agreement, in part or full. The Service Provider is not entitled to assign or transfer to any third party any or all of its rights hereunder.

(15.2) In the event that any of the terms, conditions and/or provisions of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall to that extent be severed from the

remaining terms, conditions and provisions, which shall continue to be valid to the fullest extent permitted by law. The invalid term(s), condition(s) and/or provision(s) may be replaced by any other provisions(s) negotiated by the Parties to best reflect the business purpose of this Agreement.

(15.3) The present Terms and Conditions together with the Specific Conditions represent the entire agreement between the Parties related to the subject matter described in the Specific Conditions and supersede all prior and contemporaneous oral and written agreements and understandings of the Parties in connection herewith.

(15.4) This Agreement may be amended or supplemented only in writing, with the signatures of both Parties.

(15.5) Failure by either Party to partially or fully exercise any right, or either Party's waiver of any breach, shall not prevent subsequent exercising of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

(15.6) Notices hereunder shall be valid if made in writing (by any means except e-mails) and notified to the other Party at the address set out in the Specific Conditions.

(15.7) UEFA may determine, and shall communicate to the Service Provider in such circumstances, that certain rights and obligations in relation to this Agreement are granted, assigned or transferred to one or more of its subsidiaries, including the right to be a direct recipient of the Services and the obligation to make payments upon receipt of valid invoices addressed to the relevant organisation.

(15.8) No joint venture, partnership, agency or fiduciary relationship exists between the Parties and the Parties do not intend to create any such relationship by executing this Agreement.

16. APPLICABLE LAW AND JURISDICTION PLACE - (16.1) This Agreement is subject to and shall be construed in accordance with the laws of Switzerland. The exclusive place of jurisdiction is Nyon, Switzerland. Nevertheless, UEFA reserves the right to pursue legal proceedings in the competent courts of the Service Provider's domicile.

(16.2) In the event of any dispute or legal proceedings between the Parties, the Service Provider shall (if required to do so by UEFA) nevertheless continue to provide the Services and shall continue to comply in full with its obligations hereunder.