

III. **FIFA Additional Obligations.**

In furtherance, and not in limitation, of the requirement that Service Provider's and each of Service Provider's Representative's performance of their respective obligations under or contemplated by the Agreement comply with, and are subject to, the Host Committee Rights and Obligations, Service Provider expressly acknowledges and agrees that Service Provider:

- (a) has received, reviewed, and understands the FIFA Sustainable Sourcing Code and agrees to be bound by the terms of Exhibit A attached hereto.
- (b) has read and understands and agrees to be bound by the FIFA Third Party Code of Conduct, as it may be amended, modified, restated or supplemented from time to time; which is available at the following: <https://digitalhub.fifa.com/m/6734cf98cbeaa070/original/Code-of-Conduct-for-Third-Parties.pdf>.
- (c) shall ensure that Service Provider's products and services are accessible for disabled people and people with limited mobility and that the design and construction of such products and services allows for such accessibility;
- (d) shall ensure efficient water resource management and energy management in the performance of its obligations under or contemplated by the Agreement and in respect of any of its operational activities related thereto, if applicable;
- (e) shall ensure that all environmental certificates required pursuant to applicable laws and regulations are obtained, while minimizing possible adverse environmental impacts of activities carried out by Service Provider in the performance of its obligations under or contemplated by the Agreement;
- (f) shall ensure, to the extent reasonably possible, the engagement of the local economy to promote sustainable economic development;
- (g) shall manage, maintain and perform its obligations under or contemplated by the Agreement and operate the related facilities required for such performance in good working order and in compliance with all applicable international, supra-national, national, state and municipal laws, regulations and decrees, considering at least: (i) building authorities and certificates concerned, (ii) fire department, (iii) health authority, (iv) health & safety department, (v) food safety authorities, and (vi) emergency evacuation protocol, if and as applicable;
- (h) shall hire the appropriate staff in order to meet all statutory and operational requirements and introduce a technical on-call service, available to FIFA, in particular from the beginning of the set-up works up until the end of the dismantling works, if and as applicable;
- (i) shall make available to FIFA for inspection all facilities managed, maintained and operated by or on behalf of Service Provider in connection with the performance of its obligations under or contemplated by the Agreement;
- (j) shall ensure that the framework is in place so that all personal data collected by or on behalf of Service Provider in connection with the performance of its obligations under or contemplated by the Agreement complies with applicable laws;
- (k) shall ensure that any products (other than the products of a FIFA commercial partner) provided by or on behalf of Service Provider are only used in an unbranded manner (not displaying any logo or other identification of the third party unless and to the extent permitted by law) as determined by FIFA;
- (l) shall not provide (and shall prevent any Representative from providing) any products or services in a manner which, in FIFA's opinion, creates an association between Service Provider (or the applicable Representative) and/or its products or services, and FIFA and/or FIFA World Cup 2026;
- (m) shall not conduct (and shall prevent any Representative from conducting) any ambush marketing activities;

- (n) shall not (and shall cause all Representative not to) publicize, or make any public or other statements, or conduct any activities, in relation to, the nature of their relationship with MHC, or conduct any other activities which may, in FIFA's opinion, create an association between Service Provider and/or its products or services, and FIFA, and/or FIFA World Cup 2026;
- (o) shall not (and shall cause all Representative not to) charge FIFA or any FIFA commercial partner a corkage or other fee for any products or services supplied or performed by FIFA or any FIFA commercial affiliate in connection with Service Provider's performance of its obligations under or contemplated by the Agreement;
- (p) shall perform all of its obligations under or contemplated by the Agreement in accordance with the highest international safety and security standards applicable thereto and in accordance with all requirements of FIFA;
- (q) shall cooperate with MHC and applicable security authorities to ensure appropriate background checks are able to be conducted with respect to Service Provider's and all Representative's performance of Service Provider's obligations under or contemplated by the Agreement;
- (r) shall comply with (and cause all Representative to comply with) all other rules, regulations, requirements or guidelines established by FIFA with respect to Service Provider's performance of its obligations under the Agreement; and
- (s) shall obtain and maintain, at its own expense, insurance policies with the types of coverage, endorsements, and minimum limits as required by MHC and Service Provider shall furnish to MHC no later than ten (10) days after a request from MHC indicating that such insurance coverage has been obtained. All such insurance required to be obtained by Service Provider will be primary and any insurance of MHC or any other MHC Obligee, if any, will be noncontributory and excess. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, Service Provider shall confirm on the Certificate of Insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. All required Service Provider insurance policies shall name "Greater Miami Sports Commission, Inc, d/b/a FIFA World Cup 2026 Miami Host Committee, and its affiliates, subsidiaries, directors, principals, officers, members, partners, shareholders, employees, agents, representatives and licensors" and all other applicable MHC Obligees as required by the Host Committee Rights and Obligations as an additional insured with respect to the performance of Service Provider's obligations under or contemplated by the Agreement. Service Provider shall not act or omit to act or make any changes to any insurance policy required to be maintained by Service Provider pursuant to this Agreement, in each case, in a manner that reduces or vitiates any such insurance policy. Service Provider shall provide MHC seventy-five (75) days' prior written notice of any cancellation or modification of any of the insurance policies required hereunder. In addition to MHC's rights of termination set forth in the Agreement and elsewhere in this Schedule C, if Service Provider fails to comply with its obligations under this Schedule C, then MHC shall have the right to terminate the Agreement with Service Provider for cause, effective immediately upon delivery of notice to Service Provider and MHC shall thereafter have or owe no further obligation or liability to Service Provider. Compliance with the foregoing requirements of this Schedule C shall not relieve Service Provider of its liability and obligations under this Schedule C or under any other Section of this Schedule C or the Agreement.
- (t) Insurance.

During the term of this Agreement, Service Provider shall maintain the insurance coverage set forth below and, as a condition of receiving any MHC funds hereunder, Service Provider shall furnish to MHC, c/o Alina T. Hudak, CEO and President, 220 Alhambra Circle, Suite #600, Coral Gables, FL 33134, Certificate(s) of Insurance indicating that such insurance coverage has been obtained:

- a. comprehensive commercial general liability insurance, on an occurrence form, with a combined single limit for bodily injury and property damage, including products liability (including completed operations coverage), coverage for contractual liability, independent contractors, broad form property damage, personal and advertising injury, in an amount of at least \$10,000,000 in the aggregate, no exclusion for participants, traumatic brain injury, sexual abuse and/or molestation,

and assault & battery, no exclusion for liability arising from food-borne illness, and no exclusion for beverage alcohol liability. If operations include the use of cranes or hoisting operations, policy must contain riggers liability endorsement and contain no work from height limitations. If umbrella/excess limits are utilized, then it should be follow-form or not stricter than that of the underlying policy;

- b. a program of workers' compensation insurance in an amount and form in compliance with all laws, rules and regulations applicable to Service Provider and which specifically covers all employees who provide services by or on behalf of Service Provider, and all risks to such persons;
- c. media liability insurance, on an occurrence form, in an amount of at least \$10 million in the aggregate;
- d. employers' liability insurance in an amount of at least \$1,000,000; and
- e. Automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

A combination of primary and excess policies can be used to satisfy the per occurrence and aggregate limit requirements stated above. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than (i) "B" as to management, (ii) "Class VII" as to Financial Size Category and (iii) "Class V" as to financial strength, by the latest edition of Best's Insurance Guides published by AM Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of MHC, such approval not to be unreasonably withheld, conditioned or delayed.

The coverages, limits, and/or endorsements required herein protect the interests of MHC, and these coverages, limits, and/or endorsements shall in no way be relied upon by Service Provider for assessing the extent or determining appropriate types and limits of coverage to protect Service Provider against any loss exposures, whether as a result of this Agreement or otherwise. Minimum limit requirements do not limit Service Provider's liability. Compliance with the foregoing requirements shall not relieve Service Provider of its liability and obligations under this section or under any other section of this Agreement.

The requirements contained herein, as well as MHC's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Service Provider under this Agreement. Service Provider has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. MHC must be added on all applicable policies as an Additional Insured. All policies must be issued primary & non-contributory with waiver of subrogation, and 30-day notice of cancellation. If any policies are written on a claims-made basis, the policy must remain in force for a period no less than 3 years prior to the commencement of services (or show extended reporting period of equal timeframe). Any costs for including MHC as an Additional Insured shall be at Service Provider's expense.

A certificate of insurance must be provided upon execution of this agreement and at least 5 days before expiration of coverage.

CERTIFICATE HOLDER AND ADDITIONAL INSURED MUST READ:

Greater Miami Sports Commission, Inc., d/b/a FIFA World Cup 2026 Miami Host Committee
c/o Alina T. Hudak, CEO and President
220 Alhambra Circle, Suite #600, Coral Gables, FL 33134

Exhibit A to Schedule C

FIFA- SUSTAINABILITY AND HUMAN RIGHTS

1. Sustainability and Human Rights

- (a) Service Provider will conduct all aspects of its business in a fair and reasonable manner and in keeping with the highest standards of responsible business conduct prevailing in its industry, following guidance from the UNGPs, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, and the OECD sectoral due diligence guidance.
- (b) Service Provider shall comply with and enforce the requirements outlined in the FIFA Sustainable Sourcing Code and enforce them in their business relationships and activities linked to this Exhibit A, including by requiring compliance with these requirements by any person or entity with whom it contracts or otherwise engages to provide goods or services related to the Agreement. Service Provider acknowledges and agrees that these requirements constitute minimum and not maximum standards.
- (c) Without limitation to Clauses 1(a) and (b), Service Provider agrees to meet its responsibility to respect human rights in line with the UNGPs, in all aspects of its activities relating to the Agreement, with the understanding that this requires Service Provider to take adequate measures to:
 - (i) Avoid causing adverse human rights impacts through its own activities, and address such impacts when they occur, including through measures to cease or prevent the adverse impacts;
 - (ii) Avoid contributing to adverse human rights impacts, and address such impacts when they occur, including through measures to cease or prevent the contribution leading to the adverse impacts, or through the use of leverage to mitigate any remaining impacts to the greatest extent possible;
 - (iii) Cooperate with MHC in efforts to adopt measures to prevent, cease, mitigate or remediate adverse human rights impacts if any such activities are identified among entities in its supply chain;
 - (iv) Provide for or cooperate in remediation of adverse human rights impacts where Service Provider may have caused or contributed to such adverse impacts through its own activities;
 - (v) Undertake risk-based human rights due diligence to identify, prevent and account for Service Provider's actual and potential human rights impacts in accordance with Principles 17-21 of the UNGPs. For the purpose of this clause, a risk-based human rights due diligence process is understood to include measures allowing Service Provider to identify and assess actual or potential human rights impacts, giving priority to those impacts that would present the highest level of severity; take preventive or corrective follow-up measures; monitor their implementation and report on the identified impacts and measures taken, while maintaining regular consultation with relevant stakeholders, where appropriate. In the event that Service Provider has caused or contributed to adverse human rights impacts, it has a legal obligation to remedy those impacts or to cooperate in their remediation through legitimate processes; and
 - (vi) In particular, Service Provider shall, in all activities associated with the Agreement, take adequate measures to ensure:
 - (1) the development and operation of adequate systems through which grievances can be raised with Service Provider's management by its employees and other affected stakeholders (e.g. customers, subcontractors, independent contractors, community members); and
 - (2) human rights due diligence assessments of working conditions of its business partners, contractual requirements reflecting the provisions in this clause, and regular monitoring activities, and other adequate measures designed with the purpose of ensuring compliance with this Clause.
- (d) In the event of a conflict between applicable norms, Service Provider shall uphold and apply the most favourable standard under international human rights law or domestic law. In addition to and notwithstanding to the provisions of the FIFA Sustainable Sourcing Code, Service Provider shall pay particular attention to

the following salient human rights risks in all activities directly associated with the staging and delivery of the Tournament in the FWC2026 host cities, including ensuring monitoring and enforcement of the following by any person or entity with whom it contracts or otherwise engages to provide goods or services related to the Agreement:

- (i) Labor rights, as articulated in Annex 1 to this Exhibit A;
 - (ii) Promotion of family-friendly policies in the workplace, with a particular focus on children's rights, including flexible working schemes for caregivers and the availability of adequate lactation facilities for workers;
 - (iii) Human rights-respecting security measures and practices, including gender-, disability- and culturally sensitive policing and security;
 - (iv) Freedom of opinion and expression and the press, including in relation to human rights defenders, journalists and other media workers;
 - (v) Freedom of peaceful assembly and of association;
 - (vi) Accessibility for persons with disability and/or limited mobility, in accordance with the Convention on the Rights of Persons with Disabilities, particularly focusing on the principles of universal design and/or reasonable accommodation; and
 - (vii) Right to privacy, including data privacy, in line with the General Data Protection Regulation where applicable.
- (e) Service Provider shall enter into a written employment contract with each worker (including independent contractors, temporary workers and workers supplied by third parties) it engages for the provision of goods or services to MHC or any of MHC's Suppliers and such contract will provide workers with the rights and protections set forth in this Clause, including any and all rights and protections set forth in Section 3.1 of the FIFA Sustainable Sourcing Code and those specified in Annex 1 to this Exhibit A.
- (f) Service Provider shall mitigate its environmental and climate impacts in all aspects of its activities relating to the Agreement in accordance with the FIFA Sustainable Sourcing Code, any FIFA Competition Sustainability Requirements, international treaties on climate change and national environmental legislation and regulations of any country within which Service Provider operates in relation to the Agreement. Where applicable, Service Provider commits to cooperate with MHC in its efforts to achieve the FWC26 Sustainability & Human Rights Strategy's environmental objectives related to sustainable infrastructure and operations, upstream and downstream waste management, climate, air pollution, water use, protection of biodiversity, amongst others. Whenever requested by MHC, Service Provider shall report to MHC necessary data related to any activities performed under the scope of the Agreement to enable MHC to calculate resulting GHG emissions.
- (g) Intentionally Omitted
- (h) With respect to Service Provider's activities and without limitation to Clauses 1(a) to 1(g), Service Provider shall:
- (i) Upon MHC's reasonable request at any time, report on its efforts to comply with these Clauses;
 - (ii) support, and participate in, any monitoring activity (including inspection of the premises of Service Provider and any of its subcontractors) conducted or requested by MHC to assess compliance with Clauses 1(a) to 1(g) by Service Provider and/or third parties providing services relating to the Agreement and use its leverage and reasonable commercial efforts in addressing any non-compliance and recommendations resulting from such monitoring activity. Service Provider shall grant to MHC and its authorised agents and/or professional advisors the right of access to inspect the premises of Service Provider, its subcontractors or any other location where the Services are being performed, at reasonable times to monitor and verify and/or audit Service Provider's performance;
 - (iii) Have the opportunity to participate in multi-stakeholder forums requested or set up by MHC to facilitate an open and structured dialogue between the relevant stakeholders, including civil society

- groups, in relation to Human Rights and/or any topic covered by the FIFA Sustainable Sourcing Code in connection with Service Provider's activities relating to the Agreement; and
- (iv) Support, and cooperate with, any relevant grievance mechanisms, and remediation processes as determined by MHC (whether established by MHC, the LOC, governmental authorities and/or other relevant entities) where persons whose rights are potentially adversely affected in connection with the relevant MHC and/or Service Provider's activities relating to the Agreement.

2. **Enforcement**

- (a) In the event that MHC has reason to believe that Service Provider is failing to fulfil its obligations under the Sustainability & Human Rights Clause or becomes aware of an adverse human rights impact caused or contributed to by Service Provider, MHC shall request Service Provider to adopt corrective measures in order to comply with its obligations. Such corrective measures may include, without limitation, developing an action plan to address the situation leading to actual or potential human rights impacts, with the participation of affected stakeholders and their representatives; implementing capacity building measures; or collaborating with external stakeholders in assessing the effectiveness of the measures taken. Those measures may extend to suppliers or contractors as applicable.
- (b) In the event that MHC becomes aware of an adverse human rights or environmental impact directly linked to Service Provider's activities, products or services by its business relationships, MHC will assist Service Provider in mitigating the adverse impact through collaboration with the relevant entities, including through capacity-building, providing advice on measures to verify compliance, strengthening management systems, or other incentives.
- (c) MHC may request Service Provider to report on the corrective measures adopted and may monitor the continuity of their implementation.
- (d) In the event that an adverse human rights or environmental impact has occurred, Service Provider shall take immediate measures to ensure the availability of an operational-level grievance mechanism and to provide reparation to the affected stakeholders, with the purpose of restoring the affected rights, to the extent possible, to the situation they had been in had the adverse human right impact not occurred, and report to MHC on the remediation measures adopted. For that purpose, reparation is understood to include measures of restitution, financial and non-financial compensation, rehabilitation, satisfaction and guarantees of non-repetition, in line with international human rights standards. Such measures shall be defined with the participation of affected stakeholders and/or their representatives.
- (e) If the adverse human rights or environmental impacts are not remediated, or if MHC considers that the situation leading to actual or potential adverse human rights or environmental impacts persists or is recurrent and within Service Provider's capacity to address but has failed to do so, MHC may immediately terminate the Agreement. Should MHC decide to terminate the Agreement, due regard shall be had to the rights of affected stakeholders and the actual or potential adverse human rights or environmental impacts caused to them as a result of the termination of the Agreement and take reasonable measures to avoid or mitigate them.
- (f) Should Service Provider have reason to believe that the execution of the Agreement may cause or contribute to an actual or potential adverse human rights or environmental impact, Service Provider shall immediately notify MHC and provide details supporting its claim. In such case, MHC shall analyze Service Provider's notice and provide a written explanation on its position regarding its responsibility over the actual or potential adverse human rights impact.
- (g) In the event that the adverse human rights or environmental impact caused by or contributed to by MHC as a result of the execution of the Agreement has occurred, MHC shall participate with Service Provider and affected stakeholders and/or their representatives in the preparation and implementation of corrective or remediation measures, including by providing in-kind contributions, capacity-building and technical or financial assistance in a scale proportionate to its contribution to the adverse human rights or environmental impact.

ANNEX 1. LABOR RIGHTS

For the purpose of Clause 1(d) above, the provisions in this Annex 1 to this Exhibit A shall be understood as complementing and be read jointly with those stipulated in the FIFA Sustainable Sourcing Code. Suppliers directly associated with the staging and delivery of the Tournament in the FWC2026 Host Cities shall pay particular attention to the following salient labor rights risks, in addition to the minimum international labour rights as laid out in the FIFA Sustainable Sourcing Code:

1.1 Prohibiting Non-discrimination in the workplace, including, but not limited to, discrimination on account of race, skin color, ethnic, national or social origin, sexual orientation, gender identity and expression, sex characteristics, disability, language, religion, human rights compatible political or other opinion, wealth, birth or any other protected status (including but not limited to employment status, union activity, criminal record, housing status, citizenship, profession, legal status, socioeconomic status).

1.2 Gender equality, that ensures equal remuneration for work of equal value without distinction of any kind, in particular guaranteeing women conditions of work not inferior to those enjoyed by men, with equal pay for equal work, and that ensures that work environments meet specific needs (e.g. gender-neutral toilets, hygiene facilities, and breastfeeding facilities).

1.3 Fair wages, which shall provide for a decent living for workers and their families, covering the cost of basic needs such as food, housing, health care, childcare, and transportation.

1.4 Safe and healthy workplaces, that provide adequate and effective training and personal protective equipment at no cost to workers, regardless of employment status.

1.5 Regardless of their employment status, rest and reasonable limitation of hours, with daily and weekly rest periods, including the right to rest between shifts, proper working pay for overtime hours, and paid time off in accordance with relevant law and international labor standards, including use of, where appropriate, flexible working schemes.

1.6 Freedom of association and collective bargaining, and the right of workers to establish and join organizations of their own choosing and to engage in collective bargaining through representatives of their own choosing, without experiencing opposition, intimidation, coercion, interference, retaliation, or the threat of retaliation, or similar conduct.

1.7 Prohibition of harassment and abuse at work, to ensure that workers are protected from physical, emotional and psychological violence, exploitation, discrimination, harassment, and abuse in the workplace, including gender and sexual orientation-based violence and harassment.

1.8 Prohibition of forced labor and labor trafficking in relation to goods, services or procurement connected to the hosting and staging of FIFA World Cup 26™ 2026.

1.9 Prohibition of child labor, including the worst forms of child labor, in relation to the goods, services or procurement related to the tournament, including in supply chains.

1.10 Protection of whistle-blowers and strict prohibitions of retaliation against any individual seeking to enforce workplace rights or protections.

1.11 Migrant workers' rights, where migrant workers and their families, regardless of employment or immigration status, have human rights protections throughout the entire employment relationship, including when employers initiate recruitment.

1.12 Inclusive hiring protocols that ensure equal opportunity of employment for underserved communities and individuals who face barriers to employment without discrimination of any kind.

Glossary

Unless otherwise stated, capitalized terms used but not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Agreement and if such capitalized terms are not defined in the Agreement or this Exhibit A, then such terms shall have the meaning ascribed to them in the FIFA Sustainable Sourcing Code. For purposes of this Annex 1 to this Exhibit A, the following terms shall have the following meanings:

“FIFA Competition Sustainability Requirements” means, in respect of each FIFA Competition, any relevant guidelines and/or regulations issued by FIFA relating and/or applying to such FIFA Competition (and which are notified to Service Provider in writing) regarding: (i) responsible business conduct, human rights, the treatment of workers, the sustainability impacts of Service Provider’s operations and products/services and/or the environment, diversity and inclusivity; and/or (ii) matters similar to the foregoing;

“Human Rights” means, at a minimum, those internationally recognised human rights, including workers’ rights, expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation’s Declaration on Fundamental Principles and Rights at Work.

“OECD Guidelines for Multinational Enterprises on Responsible Business Conduct” means the recommendations issued by governments to multinational enterprises comprising principles and standards for responsible business conduct consistent with applicable laws and internationally recognised standards, which can be found at the following URL: <https://www.oecd-ilibrary.org/docserver/81f92357-en.pdf?expires=1710532388&id=id&accname=guest&checksum=D161262743B91FD854FD76FE5DB762B8>.

“FIFA Sustainable Sourcing Code” means any code and/or guidelines issued by FIFA from time to time establishing minimum standards or requirements for business partners of FIFA (including suppliers, Licensees and Commercial Affiliates and their subcontractors) relating to the management of the sustainability impacts of their activities in the context of any products or services supplied to FIFA, a copy of which may be found at the following URL: https://digitalhub.fifa.com/m/79017a0bef51a587/original/FIFASustainable-Sourcing-Code-EN_Sept-2021.pdf.

“UN Guiding Principles (UNGPs)” means the Guiding Principles on Business and Human Rights that were endorsed in June 2011 by the United Nations’ Human Rights Council, which entail a normative value and constitute an authoritative global framework to address business impacts on all human rights, applicable to both states and businesses, and which clarifies their respective duties and responsibilities for tackling human rights risks related to business activities.