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- b) exploit the VNR (in whole or in part) by means of any pay-per-view service; and
- c) permit any commercial association with the VNR.

For the avoidance of doubt, Licensee shall be permitted to produce edited highlight clips from the VNR.

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- a) provide a credit to FIFA in respect of the VNR on the opening or end credits as follows: "*Courtesy of FIFA 2019*";
- b) be responsible for clearing all rights and obtaining all necessary authorisations, consents and releases in relation to the use of any individual's name or image to the extent required and, if any music is included in the transmission, it will obtain all necessary synchronisation and performing rights from the copyright proprietors of such music and such other entities as may own or control the performing rights thereof; and
- c) ensure in its exploitation of the rights granted hereunder that no third party shall be associated in any form whatsoever with FIFA or any FIFA event.

5. INTELLECTUAL PROPERTY

Licensee acknowledges and agrees that:

- a) these Terms do not grant any rights relating to the FIFA's trademarks and/or logos; and
- b) all right, title and interest whatsoever, including copyright, throughout the world, in the VNR, shall vest in FIFA for the full term of copyright including all renewals and extensions thereof but reserving to Licensee the licence to deal with said copyright material to the extent required by the exercise of its rights hereunder.

6. FIFA MARKETING PROGRAMME

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7. APPLICABLE LAWS

The licence granted hereunder and the extent to which all rights may be exploited shall at all times be subject to applicable laws, broadcasting regulations and codes of conduct. Any breach of this clause shall be considered material and shall entitle FIFA to terminate this licence with immediate effect.

8. ANTI-CORRUPTION, GOVERNING LAW AND JURISDICTION

The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition and 322^{octies} and art. 322^{novies} of the Swiss Criminal Code.

These Terms shall be governed by and interpreted in accordance with the laws of Switzerland, the Vienna Convention on the International Sale of Goods being excluded.

All disputes in connection with these Terms, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of one (1) arbitrator 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 Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

9. PREVAILING LANGUAGE

These Terms have been drafted in English and subsequently translated into other languages. In the event of any discrepancies between the translated versions and the original English text, then the English language version shall always prevail and will be used to solve doubts of interpretation and application.