To: Union des associations européennes de football Route de Genève 46 1260 Nyon 2 Switzerland ("UEFA")

Date: 10<sup>th</sup> of October 2019

#### UEFA Super Cup 2022 and 2023

Dear Sirs,

Helsinki

I/We the undersigned, being the person duly authorised to undertake obligations on behalf of the City of Helsinki, City Executive Office (the "Host City Authority") understand that the Football Association of Finland (FAF) (the "Host Association") is applying to be appointed as the entity responsible for staging and organising the UEFA Super Cup 2022 and 2023 at the Helsinki Olympic Stadium in the City of Helsinki (referred to respectively as "UEFA Super Cup Match", the "Stadium" and the "Host City").

If the Host Association is appointed by UEFA and in consideration of the mutual rights and obligations of the parties, this Undertaking constitutes the Host City Authority's acknowledgement and agreement to comply, without any conditions or specific costs, with the organisational and operational requirements of the Host City Authority for the UEFA Super Cup Match and any additional events (if and when applicable), that are attached as Appendix 1 ("Host City Requirements") to this Undertaking and to comply fully with all instructions and guidelines given by the Host Association and/or UEFA in relation thereto.

In addition, the Host City Authority hereby represents and undertakes to UEFA the following:

- 1. It shall create an appropriate structure within its organisation to provide full cooperation and assistance to UEFA and the Host Association to ensure the successful and smooth organisation of the UEFA Super Cup and the Additional Events (if and when applicable) in the Host City.
- 2. It fully and unconditionally supports the offer of the Host Association to host the UEFA Super Cup Match and any additional events (if and when applicable) and it will continue to fully support and cooperate with the Host Association and UEFA in relation to the preparation, organisation and promotion of the UEFA Super Cup Match, and any additional events in the Host City including by making its personnel, ground(s), building(s) and infrastructure(s) available for fulfilling its obligations.
- 3. It acknowledges that the preparation, organisation and staging of the UEFA Super Cup Match and any additional events (if and when applicable) will be classified as a matter of general interest with priority of primary importance within the Host City.
- 4. It shall issue to the Host Association and UEFA, in a quick and efficient manner, any and all approvals and consents as may be required in connection with the UEFA Super Cup Match and any additional events (if and when applicable) in an expedited fashion, provided that all requirements set by any

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applicable laws are met. With respect to consents and approvals which do not fall into the Host City Authority's competencies, it agrees to proactively support the Host Association and UEFA in obtaining any and all such consents and approvals.

- 5. It shall take all necessary steps to secure the full support and cooperation of all other relevant Authorities for the successful staging and organisation of the UEFA Super Cup Match and any additional events (if and when applicable) in the Host City.
- 6. It shall not knowingly by any act or omission breach the Host City Requirements nor place the Host Association in breach of its obligations to UEFA with respect to the staging and organisation of the UEFA Super Cup Match and any additional events (if and when applicable) in the Host City.
- 7. It shall indemnify, hold harmless and defend UEFA from and against all liabilities, claims, damages or costs (including reasonable attorneys' fees and expenses) suffered or incurred as a result of a failure by the Host City Authority to perform any of its obligations in relation to the staging and organisation of the UEFA Super Cup Match and any additional events (if and when applicable) in the Host City.
- 8. It shall, upon UEFA's request, grant to UEFA a licence to use its intellectual property for the purpose of the successful staging and organisation of the UEFA Super Cup Match.
- 9. It shall not use any marks, logos or other intellectual property belonging to UEFA in connection with the UEFA Super Cup 2022 and 2023 and/or the UEFA Super Cup Match and/or any additional events (if and when applicable) at any time without the prior written approval of UEFA.

If deemed necessary, the Host City Authority and the Host Association may execute a long-form agreement between them (which cannot be derogating to this Undertaking) in relation to the staging and the organisation of the UEFA Super Cup Match and any additional events (if and when applicable) in the Host City. UEFA shall (i) be informed of the intention to conclude such agreement, (ii) have the right to receive such agreement and (iii) be entitled to comment such agreement before its execution.

I/We acknowledge and agree that the terms of this Undertaking shall be considered valid and fully enforceable and non-revocable provided that the Host Association is appointed by UEFA to stage and organise the UEFA Super Cup 2022 and 2023 and any additional events in the Host City.

Helsinki



This Undertaking has been signed by a duly authorised signatory:

For Host City Authority:

Signature

Name

Title

Date

Acknowledged by the Host Association:

Signature

Name

Title

Date

#### **Appendix 1: Host City Requirements**

Helsinki

For the purpose of this Undertaking, the Host City Requirements shall comprise the relevant section of the following documents.

Sector 02 of the Bid Requirements: Vision, Concept & Legacy

Sector 03 of the Bid Requirements: Social Responsibility & Sustainability

Sector 04 of the Bid Requirements: Legal Matters

Sector 05 of the Bid Requirements: Event Safety, Security and Medical Matters

Sector 06 of the Bid Requirements: Stadium

Sector 07 of the Bid Requirements: Mobility

Sector 09 of the Bid Requirements: City Activities & Event Promotion

Sector 10 of the Bid Requirements: Commercial Matters