

## Guarantee 1 – Taxation

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that:

a) Designated persons (other than those who would be resident in the Netherlands regardless of their involvement in the final match of the 2013 UEFA Europa League™) will not be subject to direct taxation in the Netherlands on payments made to them in connection with the work or services they perform in the Netherlands or elsewhere in connection with the final match of the 2013 UEFA Europa League™ (including, without limitation, salaries, reimbursement of expenses and daily allowances), within the existing legal framework.

For example:

Taxation of others than players depends on the tax treaties between the Netherlands and the country of residence. A non resident can be taxable in the duty of an employment for a permanent establishment for the Netherlands tax purposes.

(b) Any company created as the event company for the final match of the 2013 UEFA Europa League™ (“Event Company”) in the Netherlands will be exempt from capital taxes, income taxes, corporate taxes and any similar taxes in the Netherlands and its revenues shall not be liable to any withholding or other deduction in the Netherlands, within the existing legal framework.

For example:

Corporate tax shall not be levied from the company created for the event, unless there will be a permanent establishment for the Netherlands tax purposes.

(c) UEFA will not be subject to direct taxation in the Netherlands on any of its income, revenues, capital or to any corporation or other similar tax as a result of the staging of the final match of the 2013 UEFA Europa League™ and its operations in connection therewith including, in particular, on consideration (whether cash or value-in-kind) to be paid to UEFA in connection with the sale of the marketing rights, media rights, other commercial rights and tickets relating to the final match of the 2013 UEFA Europa League™, within the existing legal framework. For example:

Corporate tax shall not be levied from the UEFA, unless there will be a permanent establishment for the Netherlands tax purposes.

(d) Dividends, service fees, royalties, distributions on winding-up and other distributions made by the Event Company to UEFA will not be subject to any direct tax, withholding or other deductions in the Netherlands, within the existing legal framework, and



(e) It will take steps to facilitate VAT or similar tax refunds for UEFA, the Event Company and other designated persons, of course within the scope of the VAT-directives.

For example:

The credit for the input tax on the catering bought in the Netherlands cannot be deducted.

Capitalised terms used but not defined in this Guarantee shall have the meanings given to them in the Staging Agreement issued by UEFA.

\_\_\_\_\_  
Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

\_\_\_\_\_  
(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)



## Guarantee 2 - Taxation

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

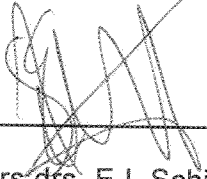
Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that, throughout the preparation phase and during the final match of the 2013 UEFA Europa League™, any person who is participating in final match of the 2013 UEFA Europa League™ or in the organization or staging thereof shall be permitted to import into the Netherlands any goods which they consider necessary or desirable in order to fulfill their function in relation to the final match of the 2013 UEFA Europa League™ including, within the existing legal framework:

- personal effects;
- sporting equipment;
- medical supplies and instruments;
- pharmaceuticals;
- photographic and audio-visual equipment and supplies;
- broadcast equipment and supplies;
- computer and other office equipment (whether electronic or not);
- documents, printed matter, gifts, awards, trophies, medals, flags, signage, decorative materials and promotional materials;
- uniforms, costumes and other clothing;
- products that UEFA's Commercial Partners intend to distribute as promotional items,

and to export such goods from the Netherlands, in each case without restriction and without customs duties or other taxes or liabilities being imposed thereon on the condition that the existing legal framework, including EU legislation, is respected.

Capitalised terms used but not defined in this Guarantee shall have the meanings given to them in the Staging Agreement issued by UEFA.

  
\_\_\_\_\_  
Mrs dfs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

\_\_\_\_\_  
(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)



### **Guarantee 3 - Immigration and Permits**

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that:

- (a) Foreign nationals fulfilling all the entry conditions as set out in the EC regulation No 562/2006 (Schengen Borders Code) will be granted permission to enter the Netherlands to attend the final match of the 2013 UEFA Europa League™ as spectators. Insofar as those spectators are subject to entry visa the diplomatic missions shall grant visas in an expeditious and service-oriented manner in conformity with EC regulation No 810/2009 and visa facilitation agreements if applicable.
- (b) any application for permission to enter into or exit from the Netherlands made by or on behalf of any person entering the Netherlands in relation to the final match of the 2013 UEFA Europa League™ will be considered without regard to their national or ethnic origin, colour, religion, sex, age or mental or physical disability;
- (c) Accredited members/ officials of UEFA fulfilling all the entry conditions as set out in the above mentioned EC regulations will be permitted to enter the Netherlands during the period from two (2) weeks prior to the final match of the 2013 UEFA Europa League™ until one (1) week after its conclusion in order to fulfill their function in relation thereto and any required visas, work permits or other permissions will be granted at no cost and in accordance with an expedited and service-oriented manner when the required criteria to obtain them are met ; and
- (d) if UEFA considers it necessary or desirable for certain accredited UEFA employees and other accredited persons to enter into and/or become domiciled in the Netherlands for up to two (2) months prior to the final match of the 2013 UEFA Europa League™ until one (1) month after its conclusion to work on the organisation of the final match of the 2013 UEFA Europa League™, such accredited employees and other persons will be granted permission to work in the Netherlands and such permission will be granted at no cost and in accordance with an expedited and simplified procedure when the required criteria to obtain them are met.

Capitalised terms used but not defined in this Guarantee shall have the meanings given to them in the Staging Agreement issued by UEFA.



Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)



#### Guarantee 4 - Intellectual Property Rights

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

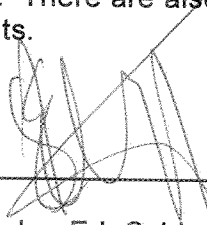
Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that each of the designations listed below can be protected under the existing trademark, intellectual property or other laws of the Netherlands and that such designations will be entitled to the full protection of such laws, respectively the violation of such protection may be subject to criminal or administrative sanctions:

- UEFA;
- UEFA Europa League™;
- UEFA Women's Europa League™
- the final match of the 2013 UEFA Europa League™;
- any designation or abbreviation used in the Netherlands to refer to the final match of the 2013 UEFA Europa League™;
- right to make the public viewing, outside of the private circle of family and guests (public viewing), of live and delayed television broadcast of the final match of the 2013 UEFA Europa League™, subject to authorisation (public viewing license contract).

With regard to patent, trademark rights and design rights, UEFA recognizes its responsibility to take care of the formalities (timely registering those rights with the responsible authorities using the appropriate and applicable measures of national law to acquire the protection) and to make sure that the material and legal requirements for obtaining the protection are fulfilled.

There is no specific "ambush marketing law" in Dutch legislation. We consider "ambush marketing" to be covered by a) intellectual property laws, more specifically the copyright and trademark law, b) unfair competition law, more specifically misleading and comparative advertising law and the unfair commercial practices law, and c) general tort law.' There are also (civil) opportunities to impose further conditions through access rights.

  
\_\_\_\_\_  
Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

\_\_\_\_\_  
(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)



## Guarantee 5 - Night Flights

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

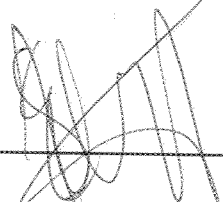
Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that:

If additional departures and arrivals related to the final match of the 2013 UEFA Europa League™ are required between 18.00 hours on the day prior to the final and 18:00 hours on the day after and need to be operated at Schiphol Amsterdam Airport, or any other Dutch airport in the vicinity of the UEFA final location, they can be executed if they fit within the existing legislation and frameworks applicable to Dutch aviation and airports.

It is the responsibility of the organizing committee of the UEFA Europa League™ final, in close cooperation with the supporters club of the two finalist teams, to agree on the conditions and organization of transportation modes to and from the location of the final match of the UEFA Europa League™. If that would require additional flights to and from a Dutch airport and the situation would occur that these flights could not be accommodated within the existing legislation and regulations (slot allocation and opening times), any possibilities and adequate solutions that lie within the responsibility of the Dutch government will be explored.

Capitalised terms used but not defined in this Guarantee shall have the meanings given to them in the Staging Agreement issued by UEFA.

  
\_\_\_\_\_  
Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

\_\_\_\_\_  
(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)



## Guarantee 6 - Rights Protection Enforcement

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

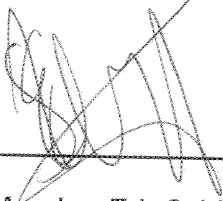
Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that:

- (a) adequate measures will be taken to enforce customs and intellectual property laws, to prohibit illicit ticket activities, street vending in proximity to official sites and unauthorised public viewing in connection with UEFA and/or the final match of the 2013 UEFA Europa League™; [and]
- (b) an senior representative shall be appointed to co-ordinate with UEFA in respect of all intellectual property matters relating to the final match of the 2013 UEFA Europa League™, in the event that KNVB is appointed by UEFA to host the final match of the 2013 UEFA Europa League™, throughout the preparation for the final match of the 2013 UEFA Europa League™, during the final match of the 2013 UEFA Europa League™ itself and immediately following its conclusion.

There is no specific "ambush marketing law" in Dutch legislation. We consider "ambush marketing" to be covered by a) intellectual property laws, more specifically the copyright and trademark law, b) unfair competition law, more specifically misleading and comparative advertising law and the unfair commercial practices law, and c) general tort law.' There are also (civil) opportunities to impose further conditions through access rights

Capitalised terms used but not defined in this Guarantee shall have the meanings given to them in the Staging Agreement issued by UEFA.

  
\_\_\_\_\_  
Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

\_\_\_\_\_  
(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)





## Guarantee 7 - Support and Public Interest

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands hereby confirm that the government of the Netherlands hereby fully and without restrictions supports the bid by KNVB to host the final match of the 2013 UEFA Europa League™ and all official related events, will fully support the organisation and staging of the final match of the 2013 UEFA Europa League™ and all official related events in the Netherlands and hereby classify the final match of the 2013 UEFA Europa League™ and all official related events as a matter of general interest with priority of national importance if UEFA appoints KNVB as the host association of the final match of the 2013 UEFA Europa League™.

Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)



## Guarantee 8 - Ticketing

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that tickets and other passes to the final match of the 2013 UEFA Europa League™ and official related events are expressed to be subject to terms and conditions set by UEFA, provided that these terms and conditions are in conformity with the law of the Netherlands.

Capitalised terms used but not defined in this Guarantee shall have the meanings given to them in the Staging Agreement issued by UEFA.

\_\_\_\_\_  
Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

\_\_\_\_\_  
(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)



## Guarantee 9 - Trade Marks Registration and Monitoring

Union des Associations Européennes de Football  
Route de Genève 46  
CH-1260 Nyon 2  
Switzerland

Attention: Mr. Gianni Infantino

I, Mrs Edith Schippers, Minister of Health, Welfare and Sport of the Netherlands, hereby confirm and undertake that:

- a) a dedicated set of examiners shall be appointed to administer all registrations related to the final match of the 2013 UEFA Europa League™ and all related events and to consider any opposition by UEFA to a registration which it alleges conflicts with any of its registrations or other rights protected under the law;
- b) all applications for registrations by UEFA related to the final match of the 2013 UEFA Europa League™ shall be expedited, any such application shall be completed within six (6) months of receipt of the relevant application, as far as possible within the limits set by the applicable legislation
- c) any opposition or invalidation action initiated by UEFA against an application or registration which it alleges conflicts with any of its applications, registrations or other rights protected by law shall be expedited;

With regard to patent, trademark rights and design rights, UEFA recognizes its responsibility to take care of the formalities (timely registering those rights with the responsible authorities using the appropriate and applicable measures of national law to acquire the protection) and to make sure that the material and legal requirements for obtaining the protection are fulfilled.

Capitalised terms used but not defined in this Guarantee shall have the meanings given to them in the Staging Agreement issued by UEFA.

Mrs drs. E.I. Schippers, Minister of Health,  
Welfare and Sport  
(Signature)

(Official stamp)

Baarn 19<sup>th</sup> December 2011  
(Place and Date)