

Agreement

between

**Fédération Internationale
de Football Association (FIFA)**
FIFA-Strasse 20
P.O. Box
8044 Zurich
Switzerland

(hereinafter the "FIFA")

and

The Football Association of Ireland
National Sports Campus
Abbotstown
Dublin 15
The Republic of Ireland

(hereinafter the "FAI")

Preamble:

- (A) On 18 November 2009 the football match between the representative teams of France and Republic of Ireland was held as Play-Off match for final tournament of the 2010 FIFA World Cup™ (the "Match"). During the Match, the French player Thierry Henry committed a hand play which indirectly led to a goal suffered by the Irish team. The Irish representative team failed subsequently to qualify to the final competition of the 2010 FIFA World Cup South Africa™.
- (B) According to the Laws of the Game, the decision of the referee is final. However, FAI has lodged certain requests to FIFA based on the Match and its subsequent failure to qualify to the final competition of the 2010 FIFA World Cup South Africa™. FAI is now willing to irrevocably and unconditionally accept the decision of the referee as final and to waive any and all claims against FIFA and to release FIFA from any and all claims in connection with or pertaining to the Match and its subsequent failure to qualify to the final competition of the 2010 FIFA World Cup South Africa™.
- (C) On or before 15th day of January 2010, FIFA and FAI have in turn entered into a loan agreement over EUR 5'000'000.00 (the "Loan Agreement") as an inducement for FAI to enter into this agreement. Further, FAI will receive an additional Goal Project in the amount of USD 400,000 than the one executed in 2009.
- (D) It is the mutual understanding of the parties and the parties acknowledge that this agreement as well as all other agreements related to this matter are entered into voluntarily, based on the specific circumstances and on moral grounds, and without recognition by FIFA of any legal right, title and/or claim whatsoever.
- (E) The parties acknowledge that the verbal and written correspondence and communications between each other with regard to the Match, the Loan Agreement, the Goal Project, including such agreement itself, are confidential and shall not be disclosed to any third party, person or entity.

In view of the above, the parties agree as follows:

1. Confidentiality Agreement

- 1.1 The parties hereby agree that all content of any and all verbal and written correspondence and communications between each other with regard to the Match, the Loan Agreement, the Goal Project (including the relevant contracts) and any other agreement between the parties, including the fact of the entering into the Loan Agreement and the Goal Project and their terms and conditions, whether or not designated as confidential (hereinafter collectively referred to as the "Confidential Information" are confidential and shall not be disclosed to any third party, person or entity.
- 1.2 In particular, FAI hereby agrees to the following:
- 1.2.1 FAI agrees to keep in strictest confidence and treat as confidential, and to ensure that its professional advisors, its bodies, employees, agents and other individuals involved with regard to the Match, the Loan Agreement, the Goal Project and any other agreement between the parties on behalf of FAI also keep in strictest confidence and treat as confidential, the Confidential Information and, subject to clause 1.2.2 below, not to disclose it to any third party, or use it for own benefits or the benefit of any third party, without the prior written consent of FIFA.
- 1.2.2 Not to disclose any part of the Confidential Information to any person(s) (including professional advisors, bodies, employees, agents) of FAI other than those to whom disclosure is strictly necessary for purposes of performing the Loan Agreement, the Goal Project and/or other agreement(s) between the parties and who agree in writing to be bound by undertakings of confidentiality equal to those contained in this agreement prior to receiving the Confidential Information.
- 1.2.3 To use the Confidential Information only for purposes of performing the Loan Agreement, the Goal Project and/or other agreement(s) between the parties, and not to use, or permit any third party to use, the Confidential Information or any materials containing Confidential Information for any other purposes, it being understood that FIFA shall, in its sole discretion, be entitled to use for any purpose any materials prepared by FAI relating to or containing any Confidential Information. If, at any time it is deemed necessary by FIFA, FAI will fully comply with any instructions given by FIFA in relation to the timing, form and content of any public announcement by FAI in relation to the content and subject matter of this agreement.
- 1.2.4 Not to make any copies of the Confidential Information, or allow any such copies to be made, whether by way of photocopies, drawings, sketches or otherwise, other than those in advance authorised by FIFA in writing.
- 1.2.5 To keep the Confidential Information confidential in accordance with this agreement without any limits in scope or time, it being understood that each and every obligation as to confidentiality contained in this agreement shall remain in full force and effect notwithstanding any performance and/or termination of the Loan Agreement, the Goal Project and/or other agreement(s) between the parties.
- 1.2.6 Where FAI is obliged to disclose any of the Confidential Information to third parties by the law of any competent jurisdiction or by judgment of any competent court or tribunal, FAI shall inform FIFA immediately upon becoming aware of the requirement and shall cooperate fully with FIFA regarding the timing and content of such disclosure and/or any action which FIFA may elect at its own expense to take to challenge the validity of such requirement.
- 1.2.7 The above restrictions on disclosure and use will not apply to any information which is in the public domain (other than by reason of a breach of the terms of this agreement).
- 1.3 The parties, further, agree that FIFA is entitled to disclose (parts or all of) the Confidential Information to third parties to the extent (i) FIFA is obliged to disclose any of the Confidential Information by the law of any competent jurisdiction or by judgment of any competent court or tribunal or (ii) such dis-

closure is adequate or necessary in order for FIFA to enforce its rights or claims under the Loan Agreement (either against FAI or third parties) and/or any other agreement(s) between the parties.

2. Acceptance of Non Qualification, Waiver and Release

2.1 FAI and its representatives, on behalf of themselves, FAI's bodies, its members, its employees and its agents hereby irrevocably and unconditionally accept the referee's decision during the Match as being final, the result of the Match being final and thus its subsequent failure to qualify to the final competition of the 2010 FIFA World Cup South Africa™ as being final.

2.2 FAI and its representatives, on behalf of themselves, FAI's bodies, its members, its employees and its agents hereby agree to irrevocably, unconditionally and with immediate legal effect waive any and all claims FAI, its representatives, bodies, members, its employees and agents may have, or may at any time allege to have, against FIFA, FIFA's representatives, its bodies, employees, agents or any third party involved in the Match resulting from and/or in connection with the goal suffered by the Irish representative team in the Match and its subsequent failure to qualify to the final competition of the 2010 FIFA World Cup South Africa™. In particular, FAI hereby irrevocably declares that no appeal or any other legal request will be made or action will be taken at the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland or any other court or tribunal in connection with the Match and its result, as well as with the non qualification for the 2010 FIFA World Cup South Africa™.

2.3 FAI and its representatives, on behalf of themselves, FAI's bodies, its members, its employees and its agents hereby agree to irrevocably, unconditionally and with immediate legal effect (remaining in force after their death) release FIFA, FIFA's representatives, its bodies, employees, agents or any third party involved in the Match from any and all responsibility (if any) in connection with the Match as well as with the non qualification for the 2010 FIFA World Cup South Africa™.

2.4 The parties acknowledge and agree that this agreement and/or any other agreement(s) between the parties shall represent moral compensation of the above waiver and release and of the further undertakings set forth in this agreement. The parties further acknowledge and agree that this agreement as well as all other agreements related to this matter are entered into voluntarily, based on the specific circumstances and on moral grounds, and without recognition by FIFA of any legal right, title and/or claim whatsoever.

3. Indemnification

FAI hereby indemnifies and holds harmless FIFA, its bodies, employees and agents, against any and all damages, losses, costs and expenses (including reasonable legal fees) that FIFA, its bodies, employees and agents may sustain or incur as a result of (i) a failure of FAI, its professional advisors, its bodies, its members, its employees, its agents and any other individuals involved on behalf of FAI ("Other Individuals") to comply with the undertakings and/or obligations contained in this agreement; and/or (ii) any claim, appeal or any other legal request made or action taken by FAI, its professional advisors, its bodies, its members, its employees, its agents, its sponsors and/or players or members of the Irish representative team in connection with, pertaining to or resulting from the Match and/or the non qualification for the 2010 FIFA World Cup South Africa™.

4. Liquidated Damages

4.1 In case of non-performance or improper performance of any undertaking contained in this agreement by FAI, its professional advisors, its bodies, its members, its employees, its agents and/or other individuals involved on behalf of FAI, FIFA is for each case entitled to claim from FAI liquidated damages in the amount of USD 250,000. Such liquidated damages may be set off against any and all claims which FAI may have against FIFA.

4.2 Liquidated damages pursuant to clause 4.1 above may be claimed in addition to the performance of this agreement, as long as FIFA has not made an express waiver or has accepted the non-performance or improper performance or violation of this agreement (as the case may be) without reservation.

4.3 FAI is not entitled to withdraw from this agreement and/or from any undertakings under this agreement against payment of liquidated damages.

4.4 Liquidated damages are due even in the event that FIFA has not suffered any damages.

5- **Miscellaneous**

5.1 Unless otherwise agreed by the parties in writing, each and every undertaking and obligation under this agreement shall survive expiry, performance and/or termination (for any reason whatsoever) of any other agreement between the parties and shall continue to have full legal force and effect without limit in time.

5.2 Should an individual provision of this agreement be void, invalid or unenforceable, the validity of the remainder of this agreement will not be affected and this agreement will remain in full force and effect insofar as the primary purpose of this agreement is not frustrated. The parties shall negotiate in good faith to replace any unenforceable provisions by such enforceable provisions having the nearest effect of that of the provision being replaced.

5.3 Any amendments to this agreement (including amendments to this provision) shall only be valid and binding if made in writing and executed by the parties.

6. **Governing Law / Jurisdiction**

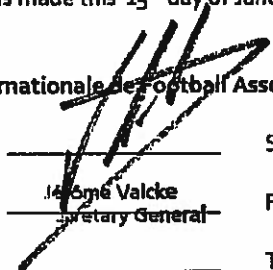
6.1 This agreement shall be governed by, and construed in accordance with, the substantive Swiss law to the exclusion of any conflict of law provisions, the Vienna Convention on the International Sale of Goods being expressly excluded.

6.2 Any dispute, controversy or claim arising out of or in relation to this agreement, including the validity, invalidity, breach or termination thereof, shall, to the exclusion of any court or other forum, be exclusively resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English. For the avoidance of doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

This agreement is made this 15th day of January 2010, and executed in two copies.

Fédération Internationale de Football Association (FIFA)

Signature:



Jerome Valcke
Secretary General

Signature:



Full name:

Jerome Valcke

Full name:

Markus Kattner
Deputy Secretary General

Title:

Title:

The Football Association of Ireland

Signature:



Full name:

JOHN DELANEY

Title:

CHIEF EXECUTIVE OFFICER