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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<sup>octies</sup> and art. 322<sup>novies</sup> 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.