

The FIFA Licensee (Applicant) and its Manufacturer are in accordance with all terms and conditions of this WFSGI Guidance Manual and Agreement by completing and signing the WFSGI Pledge Form; and

- c) The receipt of the payment for the Pledge service fee in the WFSGI's bank account has been confirmed by the WFSGI.
- 5.1.2. The WFSGI will send the Pledge Approval Letter accompanied by the completed WFSGI Pledge Form to FIFA.
- 5.1.3. The Pledge is valid for one year starting from the date stated on the WFSGI Pledge Approval Letter.

5.2. Expiration

- 5.2.1. The FIFA Licensee (Applicant) is solely responsible for renewing the WFSGI Pledge and providing the WFSGI with a duly dated social audit report.
- 5.2.2. The WFSGI will send an alert three (3) months prior to the expiration date to remind the FIFA Licensee (Applicant) to renew the WFSGI Pledge on time.
- 5.2.3. If the WFSGI Pledge is not renewed at the expiration date, the terms and conditions of the FIFA Licensee's (Applicant's) contract with FIFA will apply.

6. Liabilities

- 6.1. The WFSGI is acting as verification, administrating and handling agent for FIFA only and can therefore not be held liable for any of its activities performed or owed hereunder except for any gross-negligent or deliberate unlawful acts or omissions.
- 6.2. It is both the FIFA Licensee (Applicant) and the Manufacturer's duty and liability to ensure that the requirements stipulated in this WFSGI Guidance Manual and Agreement and in the WFSGI Pledge Form are fully met and complied with throughout the whole one-year validity period of the respective Pledge upon signing of the WFSGI Pledge Form.

7. Governing Law, Place of Venue

- 7.1. This WFSGI Guidance Manual and Agreement for the WFSGI Pledge for the FIFA Quality Programme will be exclusively governed by Swiss Laws.
- 7.2. Any dispute between the WFSGI and the FIFA Licensee (Applicant) arising of or pertaining to the WFSGI Pledge for the FIFA Quality Programme, which cannot be settled amicably, will be exclusively dealt with by the civil courts of Berne, Switzerland.
- 8. Changes of the WFSGI Code of Conduct and all other Documents relating thereto, Effective Date



- 8.1. The WFSGI reserves its right to modify the present applicable version of its Code of Conduct and of any other documents and forms pertaining to the Pledge application process whenever deemed required in the WFSGI's view at its discretion with the approval of FIFA. Such modified version will then be valid from the next Pledge renewal onward and will fully replace the respective preceding version.
- 8.2. This version of the WFSGI Guidance Manual and Agreement will become effective as of 16th April, 2018.