

Memorandum of Understanding

upon execution of the Event Organisation Agreement

WORLD ATHLETICS, the Japan Association of Athletics Federation (“OM”) and **The Local Organising Committee of World Athletics Championships Tokyo 25** (“LOC”) confirm among the parties in regard to the Event Organisation Agreement entered into among WORLD ATHLETICS, the OM and the LOC on January 16, 2024 (“EOA”), for the purpose of cooperating and successfully organizing the World Athletics Championships Tokyo 25 (“Event”) as follows:

1. Good Faith Discussions, etc.

- 1.1 Matters to be discussed based on Article 4.5 of the EOA include change(s) of the OFFICIAL VENUES or other material elements related to the EVENT, provided always that such changes need to be approved by WORLD ATHLETICS.
- 1.2 The level of service at the EVENT shall be evaluated and consulted on a collaborative basis by the parties from the perspective of optimization and rationalization for the success and sustainability of the EVENT, provided that any material changes need to be approved by WORLD ATHLETICS.

2. Intellectual Property

- 2.1 WORLD ATHELETICS shall grant (i) LOC or a third party designated by LOC the right to use the relevant INTELLECTUAL PROPERTY RIGHTS (as described in Article 15.3 of the EOA. The same shall apply hereinafter in this Article.) for non-commercial and event momentum building purposes during the TERM, and (ii) The OM and LOC , or a third party designated by LOC and/or any other third party approved by WORLD ATHLETICS the right to use the relevant INTELLECTUAL PROPERTY RIGHTS for non-commercial and archival and/or legacy purposes, the scope of which shall be consulted by LOC, WORLD ATHLETICS, and/or the third party approved by WORLD ATHLETICS in good faith, and the terms of which will be contained in a licence agreement.

2.2 In case of the use of the corporate branding and corporate logos, and/or INTELLECTUAL PROPERTY RIGHTS, etc., of the Tokyo Metropolitan Government as stipulated in Articles 15.5 and 15.6 of the EOA, WORLD ATHLETICS and the WA COMMERCIAL PARTNER shall obtain the prior written consent of the OM and the LOC as to the scope and method of such use.

3. Disclosure

3.1 Each of the parties shall have the right to disclose the EOA, after obtaining the consent of the other parties. Such consent, however, shall not unreasonably be withheld.

3.2 Each of the parties shall have the right to disclose the CONFIDENTIAL INFORMATION to the extent such disclosure is necessary for legal or government proceedings, after notifying the other parties in writing, in a timely manner, of such intended disclosure and providing details in relation to the applicable legal or governmental proceedings, and obtaining consent of the other parties. Such consent, however, shall not unreasonably be withheld.

WORLD ATHLETICS

Name:

Sebastian Coe

Title:

President

Signature:

ORGANISING MEMBER

LOC

Name:

Mitsugi Ogata

Title:

President

Signature:

Name:

Mitsugi Ogata

Title:

President

Signature: