



# TICKET SALES AGENCY AGREEMENT

For the 20th Asian Games Aichi-Nagoya 2026

between

The 20th Asian Games Aichi-Nagoya 2026  
Organising Committee

and

A National Olympic Committeeand

And

Others as Specified in the Agreement

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This Agreement, dated \_\_\_\_\_ [date], is made and entered into between:

- (1) **[AICHI-NAGOYA ASIAN GAMES ORGANISING COMMITTEE]** (hereinafter, **“AINAGOC”**), a legal entity incorporated under the laws of Japan, having its office at Sannomaru 3-2-1, Naka-ku, Nagoya-shi, Aichi, 460-0001, Japan;
- (2) **THE NATIONAL OLYMPIC COMMITTEE**, being the representative body of the Olympic Movement in the Territory and recognised by the IOC as such, details of which shall be shown on the execution page which had the full name of such NOC (**"NOC"**);
- (3) **ANY SUCH OTHER PARTY** that will sell Tickets on behalf of AINAGOC and the NOC in the Territory, that has signed this Agreement (**"Ticket Distributor"**).

WHEREAS:

- (A) AINAGOC is responsible for promoting, organising and holding the 20th Asian Games Aichi-Nagoya 2026, in Nagoya City, Aichi Prefecture, Japan where sessions will be hosted, in the period from 10 September 2026 to 4 October 2026 (hereinafter, **"Games"**);
- (B) Given the significance of the Games, the parties acknowledge the necessity of ensuring that all people are given fair and equitable opportunities to obtain Tickets and attend the *Games*;
- (C) The sales of Tickets within the Territory (as defined below) may occur through several channels, including through the Authorised Ticket Reseller and AINAGOC.
- (D) In consideration of the mutual promises contained in this Agreement and subject to the following terms and provisions, the parties hereby agree as follows:

## 1. DEFINITIONS

**"Additional Services"** mean the additional services provided by the Authorised Ticket Reseller for Ticket Sales as agreed herein (e.g., air tickets, hotels and other product packages);

**"AINAGOC Authorised Ticket Reseller Designation Usage Rules"** means usage rules set out in Exhibit B;

**"Asian Games Organising Committee"** means any organising committee, including AINAGOC;

**"Authorised Ticket Reseller"** or simply **"ATR"** shall mean each and all of the entities (which can be the NOC, the Ticket Distributor or a Sub-Distributor) designated under Exhibit A to promote and sell Tickets within the Territory or any combination of some or all of those entities;

**"Authorised Ticket Reseller Designation"** means the designation approved for use by the Authorised Ticket Reseller pursuant to Clause 8.1 and as further specified in Exhibit B;

**"Business Day"** means the date other than the legal holidays in Japan;

**"Business Plan"** has the meaning given in Clause 4.4;

**"Client Ticket Portal" ("CTP")** means the secure Web application over which AINAGOC shall provide information, administration of ticketing applications, uploading of payment confirmation documents and other services related to the Ticket sales to the Authorised Ticket Resellers.

**"Confirmed Pre-sale Allocation"** means the number of Tickets to be issued to the Authorised Ticket Reseller as confirmed by AINAGOC pursuant to Clause 6.3;

**"Confidential Information"** means the information, documents, materials and their carriers (paper, disc, CD-ROM, etc.) in connection with the Games' work with confidential nature known and held due to the performance hereof or during the term hereof, that belong to AINAGOC or belong to a third party but AINAGOC undertakes to keep confidential, no matter how they are expressed or obtained, including but not limited to:

(1) all the terms of this Agreement; (2) information related to AINAGOC's affairs, operations, activities, plans, decisions, etc.; and (3) information of a confidential nature in relation to any business partner of the Asian Games;

**"Designated Client Group"** means the client group(s) (being the NOC Family and/or the General Public in the Territory) to which an Authorised Ticket Reseller is authorised to sell Tickets, as indicated in Exhibit A;

**"Dispute"** means any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding their creation, effectiveness or termination, or the legal relationships established by them, or any non-contractual obligations arising out of it;

**"Electronic Tickets"** mean Tickets issued in paperless electronic form, which allow the spectators to watch a Session of the Games without holding Paper Tickets;

**"Final Pre-sale Allocation"** means the number of Tickets to be allocated to the Authorised Ticket Reseller after adjusting the Confirmed Pre-sale Allocation (if any) pursuant to Clause 6.4;

**"Force Majeure"** refers to as the meaning given in Clause 14.1.

**"Games Body"** mean each of the Olympic Council of Asia (OCA), the JOC, AINAGOC and any other organising committee;

**"Games-time"** means the duration of the 20th Asian Games Aichi-Nagoya 2026, which starts from the first Session on the first competition day, even if it is earlier than the opening ceremony of the Games, and ends at the end of the closing ceremony of the Games;

**"General Public"** means private individuals in the Territory designated by NOCs excluding the NOC Family, who acquire Tickets for personal use;

**"General Terms and Conditions"** means the terms and conditions of the contract for the sale of each Ticket to be entered in to between the relevant purchaser and/or holder of the Ticket and AINAGOC and to be printed on each Ticket in relation to the sale of the Ticket;

**"Indemnified Parties"** has the meaning given in clause 13.1;

**"Intellectual Property Rights"** means all rights, present or future, of whatever nature, however formed, in any carrier, whether registered or registrable, anywhere in the world, including trademarks, patents, service marks, trade names, goodwill, copyright and moral rights, registered designs, trade secrets, domain names, rights in databases and other intellectual property rights in each case whether registered or unregistered, the protection of all the foregoing rights or applications for registrations, and the renewal and extension of all such rights;

**"International/Asian Federations"** means the sporting federations responsible for administering the sports of the official Olympic sports programme at world or continental level and recognised as such by the IOC;

**"IOC"** means the International Olympic Committee, being the supreme authority of the Olympic Movement, which is an international, non-governmental, not-for-profit organisation of unlimited duration and which has the status of a legal person and is recognised by the Swiss Federal Council;

**"Japanese Sports Delegation"** means the team organised by the JOC to represent Japan in participating the competitions of the Games;

**"JOC"** means the Japanese Olympic Committee;

**"NOC Family"** means those accredited and non-accredited members of the NOC that includes NOC officials, NOC sponsors, athletes (including their families), affiliated national (regional) federations and such other persons identified by the NOC as included in the family, and excludes the General Public;

**"OCA"** means the Olympic Council of Asia. It is the only organisation that manages the Asian Olympic Movement in an all-round way and the authorised representative representing Asia to contact the IOC and other continental-level sports organisations. The OCA is responsible for coordinating the sports activities among Asian countries and regions, promoting the Olympic ideal in Asia, and ensuring the successful holding of the Asian Games every four years;

**"Paper Tickets"** mean printed paper Tickets, which allow the spectators to watch a Session of the Games;

**"Periodic Reports"** means the documents (including sales reports) to be completed and submitted by the Authorised Ticket Reseller as mentioned in Clause 4.6 and Clause 4.9;

**"Personal Information"** means any information relating to a purchaser and/or holder of the Ticket collected and processed by the ATR as a result of the sale of the Tickets, pursuant to this Agreement;

**"Pre-Games and Games-time Phase"** means the period of Ticket purchase from June 2026 to October 2026 at the CTP, the key client service centres and other offline channels;

**"Pre-sale Allocation"** means the number of Tickets allocated by AINAGOC at the pre-sales phase to the ATR pursuant to clause 6.2;

**"Pre-sale Allocation Confirmation Date"** means the date on which AINAGOC notifies the ATR Allocation;

**"Pre-sale Phase"** means the period of the Games Ticket subscription from January 2026 to February 2026 through the CTP (online);

**"Processing"** means any operation or set of operations which is performed upon Personal Information or Personal Information collection, whether or not by automatic means, such as collection, recording, organisation, storage, formation, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**"Purchaser of the Ticket"** or **"Ticket Buyer"** means an individual, company, association or any other legal entity who has purchased one or more Tickets from AINAGOC or any the ATR in accordance with the General Terms and Conditions;

**"Ticket Sales Guide"** has the meaning set out in Clause 4.15 hereof.

**"Resale/ Redistribution"** means the act of transferring the ownership of a Ticket by the ATR under the policy and within time prescribed by AINAGOC;

**"Sale Deadline"** has the meaning given in Clause 6.10;

**"Scalper and/or Broker"** means an organisation and/or person that buys and sells tickets without the authorisation of AINAGOC;

**"Session"** means the period/time frame for which a Ticket issued by AINAGOC is valid for access to an event or group of events of the Games (including, without limitation, sport events and opening and closing ceremonies);

**"Sub-Distributor"** means any subcontractor (whose name is included in Exhibit D, or as otherwise approved by AINAGOC in writing based on the requirements contained in Exhibit C) appointed by the Ticket Distributor in accordance with Clause 7.9.1 to sell and distribute Tickets and/or provide Additional Services within the Territory;

**"Territory"** means the geographical area for which the NOC is recognised by the IOC as the representative of the Olympic Movement and as indicated in Exhibit A to this Agreement;

**"Ticket"** means evidence of a licence issued by AINAGOC which entitles the holder to be admitted to a Session, which may be in electronic form or may be a conventional, printed ticket of admission;

## **2. SALES SCOPE AND TARGET OF THE AUTHORISED TICKET RESELLER**

### **2.1 Authorisation to sell tickets in the territory and limited exclusivity**

2.1.1 The NOC may appoint the entity (or entities) mentioned under Exhibit A to promote and sell the Tickets in the Territory to the specific Client Groups in accordance with the terms of this Agreement. Such entity (or entities) shall be subject to the AINAGOC examination and approval process, and only if expressly approved by AINAGOC, shall be able to promote and sell the Tickets as established in this Clause 2.1.

2.1.2 Subject to Clause 3.1.1 and 4.1, the Authorised Ticket Reseller is granted the exclusive right to sell Tickets, namely, the Authorised Ticket Reseller shall be the sole authorised reseller of Tickets to its designated Client Group(s) within the Territory during the prescribed sales phase.



By endorsing this Agreement in the space indicated, the Authorised Ticket Reseller acknowledges that it has read this Agreement and the Exhibits attached, and agrees to be bound by and strictly adhere to the terms and conditions of this Agreement and its Exhibits.

2.1.3 Notwithstanding Clause 2.1.2, the Authorised Ticket Reseller may, as determined by AINAGOC, sell Tickets within the Territory in the period immediately prior to the Games.

2.2 The Authorised Ticket Reseller shall be prohibited from responding to any requests for Tickets from the general public outside the Territory, and the Authorised Ticket Reseller shall be obliged to refer the customer to the relevant other NOC (if any) of the Territory of which the customer is a resident.

2.3 Notwithstanding the above, Authorised Ticket Resellers shall refrain from active promotion and/or sales of Tickets, which shall include actively seeking purchasers, establishing any branch or maintaining any distribution facility for the Tickets, outside of the Territory.

### **3. RELATIONSHIP BETWEEN THE PARTIES TO THE AGREEMENT**

3.1 This Agreement sets forth the arrangements and relationship between AINAGOC, the NOC and the Ticket Distributor for the promotion, sale and management of Tickets in the Territory. The Parties acknowledge and agree that:

#### **3.1.1 AINAGOC**

i. is the sole provider of all Tickets for the *Games* and has the right to determine the classification of Tickets for all Sessions; and ii. reserves the right to sell a reasonable number of Tickets on its own behalf to client groups other than the designated Client Group, such as international sporting federations, Asian sporting federations, broadcasters, sponsoring enterprises, etc.

3.1.2 Subject to Clause 4.1 of this Agreement, the Authorised Ticket Reseller agrees that:

- i. it shall not acquire Tickets from any source other than through AINAGOC; ii. it will not sell Tickets in any countries other than the Territory;
- iii. it will sell Tickets only to its designated Client Group;

- iv. it shall not sell Tickets until the date designated by AINAGOC;
- v. it shall not sell Tickets to third parties for the purpose of resale of those Tickets by such third parties without the authorisation of AINAGOC; and
- vi. the promotion of any third party or of any product or service in connection with the sale of Tickets is expressly prohibited. For the avoidance of doubt, the Authorised Ticket Reseller is not allowed to distribute, reallocate, transfer, sell and/or resell Tickets for any other purpose and/or group outside the Territory, different than the purpose and designated Client Group mentioned in the Business Plan submitted by the Authorised Ticket Reseller to AINAGOC without the prior written consent from AINAGOC.

If AINAGOC is aware of any breach of Clause 3.1.2 by the ATR and AINAGOC has evidence to prove such breach, AINAGOC will send an official notice to all parties involved in the breach. The notice will include the description of the breach as obtained by AINAGOC and the next step actions to be taken by AINAGOC. In such cases, AINAGOC shall have the right to demand the ATR in breach of this Agreement to pay [penalties], and the ATR in breach of this Agreement hereby agrees to pay such contractual penalties. In the event AINAGOC decides to exercise the right of termination pursuant to Clause 12.5, AINAGOC shall still have the right to require the ATR to assume the liability for compensation in accordance with Clause 12.9, in addition to the above-mentioned contractual penalties that the ATR has already paid to AINAGOC.

#### 3.1.3 The NOC shall procure and guarantee:

- (a) compliance by the Ticket Distributor with the terms and conditions of this Agreement and shall be liable to AINAGOC for any breach by the Ticket Distributor of the terms and conditions of this Agreement, General Terms and Conditions, etc.;
- (b) that there shall be no undertaking of confidentiality included in any contract concluded between the NOC and the Ticket Distributor pursuant to this Clause 3.1.3 that would prevent the NOC disclosing that agreement to AINAGOC, and (c) The NOC shall take the initiative to crack down on unauthorised Ticket promotion or sales and shall take measures including but not limited to preventing and stopping such acts with legal means, with relevant costs arising therefrom (including costs for litigation, arbitration, lawyers, notarization, etc.) shall be borne by the NOC. If

the NOC fails to take measures, AINAGOC has the right to investigate its liability for breach of Agreement.

### **3.2 No commission**

AINAGOC is not obliged to pay any commission to the ATR. It is understood and agreed that the value to the Authorised Ticket Reseller of its authorised use of the commercial rights under this Agreement is the consideration for the costs and expenses incurred by the Authorised Ticket Reseller in the performance of its duties hereunder.

### **3.3 Legal Relationship**

The Authorised Ticket Reseller is an independent contractor and shall exercise its rights and perform its obligations hereunder under this Agreement at its own risk for its own in accordance with the Terms and Conditions of this Agreement. Without limiting the foregoing, the Authorised Ticket Reseller has no right to: (a) enter into any agreement on behalf of or for AINAGOC; (b) create any duty, obligation or responsibility, expressed or implied, for or on behalf of AINAGOC; (c) accept others' performance or payment of any obligation due or owed to AINAGOC; (d) accept service of process for AINAGOC; or (e) bind AINAGOC in any manner whatsoever. The Authorised Ticket Reseller shall not indicate or imply that there is an employer-employee or principal-agent relationship between AINAGOC and the Authorised Ticket Reseller when it lists, prints or displays the Authorised Ticket Reseller Emblem & Designation.

## **4. GENERAL RIGHTS AND OBLIGATIONS OF AINAGOC AND THE AUTHORISED TICKET RESELLER**

### **4.1 Compliance with Law**

4.1.1 The Authorised Ticket Reseller shall comply with all laws and regulations, data protection laws and regulations currently in force in the Territory, and all other relevant documents provided by AINAGOC in connection with the Authorised Ticket Reseller's performance of its obligations hereunder, including but not limited to the Ticket Sales Guide.

4.1.2 Without limiting the foregoing generality, the Authorised Ticket Reseller must comply with all applicable laws and regulations related to the Authorised Ticket Reseller's obligations hereunder in all respects when selling Tickets.

## **4.2 Territory**

Subject to Clause 4.1, the Authorised Ticket Reseller shall only promote, sell and manage Tickets within the Territory and to its Client Group. In particular, should an Authorised Ticket Reseller be appointed for other territories, such Authorised Ticket Reseller:

- i. shall not sell in such other territories Tickets allocated by AINAGOC and/or purchased by such Authorised Ticket Reseller for the Territory;
- ii. shall not sell in the Territory Tickets allocated by AINAGOC and/or sold to the Authorised Ticket Reseller for such other territories. For the avoidance of doubt, the Authorised Ticket Reseller shall not sell Tickets with any services that are not Additional Services (e.g., air tickets, hotels and other product packages) unless authorised in writing by AINAGOC; and
- iii. shall promote and sell Tickets, in the fair way, and shall not engage in any behavior that might directly or indirectly cause harm or damage to the NOC, AINAGOC and more generally, the Olympic Movement. Without prior written authorisation from AINAGOC, the Authorised Ticket Resellers that represent multiple entities and/or are present in more than one Territory are not allowed to distribute, reallocate, transfer and/or sell Tickets for any other purpose or to group different than the purpose and Designated Client Group mentioned in the Business Plan, and when such behaviour is authorised, it must be performed via the CTP.

## **4.3 Date of Ticket sales launch**

The exact confirmed on-sale date for the Authorised Ticket Reseller will be subject to the written notice from AINAGOC. Upon written approval from AINAGOC, the on-sale date may be launched as scheduled. The Authorised Ticket Reseller hereby undertakes to refrain from any promotional or other activity in connection with the sale of Tickets prior to the on-sale date unless otherwise expressly prior approved by AINAGOC in writing, including the solicitation of deposits or advance payments prior to the on-sale date.

## **4.4 Business Plan**

Subject to Clause 4.2, the Authorised Ticket Reseller shall use its best efforts to promote the sales of Tickets within the Territory. Without limiting the foregoing, the Authorised Ticket Reseller shall be required to complete a Business Plan. The Business Plan will

require the Authorised Ticket Reseller to provide information to AINAGOC, including but not limited to the following areas:

4.4.1 Actions and measures to be taken by the Authorised Ticket Reseller to prevent Tickets from being used for unauthorised hospitality programs or by any Scalper and/or Broker in the black market;

4.4.2 The ATR's Ticket Sales plan and process, and how it has been designed to ensure fairness and transparency (including Ticket prices and fees) to the general public; and

4.4.3 Details of all Additional Services (if any) provided by the Authorised Ticket Reseller to its Client Group.

4.5 The Business Plan shall be completed and submitted to AINAGOC no later than seven (7) days prior to execution of this Agreement or within such other time limit as may be reasonably instructed by AINAGOC. The Authorised Ticket Reseller warrants the accuracy of the information provided to AINAGOC.

4.6 In addition to completing the Business Plan described in Clauses 4.4 and 4.5 above, AINAGOC shall also require the Authorised Ticket Reseller to complete Periodic Reports once per month. AINAGOC reserves the right to require it to provide information other than Periodic Reports as notified by AINAGOC.

4.7 Failure by the Authorised Ticket Reseller to complete and submit the Periodic Reports referred to in Clause 4.6 above in the manner and within the time stipulated and notified by AINAGOC, AINAGOC has the right to withhold Ticket allocations to the Authorised Ticket Reseller until such time as the Authorised Ticket Reseller's response is deemed by AINAGOC to be compliant.

#### **4.8 Financial assurances**

Upon AINAGOC's reasonable request, the Authorised Ticket Reseller shall promptly provide assurances of its ability to meet its financial commitments pursuant to this Agreement. AINAGOC reserves the right to require guarantees, letters of credit or other assurances of the Authorised Ticket Reseller's ability to perform its obligations under this Agreement.

#### **4.9 Sales information and reports**

4.9.1 The Authorised Ticket Reseller shall make available to AINAGOC from time to time current information on sales and management of Tickets as instructed by AINAGOC. At the request of AINAGOC, The Authorised Ticket Reseller should

further provide complete and detailed sales reports to AINAGOC before the delivery of Tickets. In addition, AINAGOC reserves the right to request additional sales reports if AINAGOC considers as necessary. The Authorised Ticket Reseller agrees to respond to any question that may be raised by AINAGOC regarding ticket sales, market development activities, and any other related matters.

If such reports fail to be submitted to AINAGOC, AINAGOC has the right to refuse to issue Tickets to the Authorised Ticket Reseller until it has complied with the relevant requirements of AINAGOC.

4.9.2 The Authorised Ticket Reseller shall:

- (a) take all necessary measures in accordance with data protection laws and regulations at the request of AINAGOC, so that AINAGOC can obtain and use the personal information of purchasers of the Ticket (including but not limited to the names, ID certificate numbers, contact information, address and other personal information of purchasers of the Ticket, as well as Ticket ordering details and other information reasonably required by AINAGOC to complete and provide ticketing sales services), and make other disclosure as required;
- (b) discuss with AINAGOC to effectively and rapidly implement the above measures after receiving the request from AINAGOC in accordance with Clause 4.9.2 (i) above and take all necessary steps (at the expense of the Authorised Ticket Reseller), including but not limited to implementing all user opt in mechanisms and other data collection and sharing mechanisms on the Authorised Ticket Reseller's ticketing platform, incorporating all necessary terms (including but not limited to the privacy policy stipulated by AINAGOC) into any user oriented terms of use, privacy policy or similar text applicable to purchasers of the Tickets. AINAGOC reserves the right to enter into a data sharing agreement or similar necessary agreements with the Authorised Ticket Reseller in accordance with data protection laws and regulations.

4.10 The Authorised Ticket Reseller acknowledges and agrees that, to the maximum extent permitted by national (regional) laws, all information (including but not limited to information provided by or concerning purchasers of Tickets) provided to AINAGOC in pursuance of this Agreement for the purpose hereof and the following purposes of (a) monitoring of compliance with the applicable terms (such as the General Terms and Conditions, etc.), national (regional) laws, (b) liaising with such purchaser regarding seat

re-allocation; and (c) customer service, includes without limitation the full name of purchaser and holder of the Ticket, details of their individual and collective Ticket purchases, contact address, phone contact, email address and other personal information notified by AINAGOC from time to time, is and shall be the property of AINAGOC.

The Authorised Ticket Reseller shall undertake to absolutely and irrevocably assign and transfer to AINAGOC (or, if applicable, to acquire from the relevant right holders to assign and transfer) all intellectual property and other rights relating to such information at no cost to AINAGOC and such information shall not be assigned and transferred to any third-party organisation or institution other than AINAGOC without the permission of AINAGOC. In case that the possession of any such information is not clarified by law, the Authorised Ticket Reseller shall grant (or, if applicable, cause the relevant right holders to grant) AINAGOC a non-exclusive, global, transferable, sublicensable, royalty free right to use the information provided by the Authorised Ticket Reseller hereunder for any purpose and without any restriction to the maximum extent as allowed by the law. The Authorised Ticket Reseller (or, if applicable, the relevant rights holder) grants such rights at no cost to AINAGOC. The Authorised Ticket Reseller each warrants that it (or the relevant third party that makes the assignment or grant, if applicable) owns all rights required to assign or grant (if applicable) the rights described herein to AINAGOC, and guarantee that any use of the information by AINAGOC will not infringe the intellectual property rights or any other rights of any third party.

The Authorised Ticket Reseller agrees that if the OCA requests AINAGOC to provide information related hereto, the Authorised Ticket Reseller shall provide such information. The Authorised Ticket Reseller undertakes that AINAGOC shall not pay any expense or assume any liability to the Authorised Ticket Reseller or any third party. The Authorised Ticket Reseller must provide the information required by AINAGOC in the format required by AINAGOC and in a safe manner within ten (10) days after AINAGOC requests. The parties further agree that in the event the Authorised Ticket Reseller fails to comply with this Clause 4.9 with respect to reporting to AINAGOC, or answering AINAGOC's questions from time to time, or other matters, AINAGOC may refuse to allocate Tickets to the Authorised Ticket Reseller.

Before selling Tickets to purchasers of the Ticket, the Authorised Ticket Reseller should fully inform them of AINAGOC's intention to collect personal information from the spectators, and the consequences that they may not be able to obtain tickets or enter the

venue due to fail to provide information or provide inaccurate or incomplete information or when it does not meet the relevant requirements of AINAGOC and there is a change in information. The Authorised Ticket Reseller understands and confirms that if it fails to provide AINAGOC with relevant information (including the personal information of purchaser and holder of the Ticket) as agreed herein, or provides the inaccurate or incomplete information or when it does not meet the relevant requirements of AINAGOC and there is a change in information, causing the purchaser and holder of the Ticket unable to obtain tickets or/and enter the venue, whether due to the reason of the Authorised Ticket Reseller or purchasers of the Ticket, any and all responsibilities and consequences arising therefrom shall be borne by the Authorised Ticket Reseller, and AINAGOC shall not bear any responsibility therefor.

#### **4.11 Anti-counterfeiting measures**

The Authorised Ticket Reseller shall take all preventive and corrective (as the case may be) measures in the Territory (i) reasonably necessary, and (ii) against any person or entity that counterfeits or attempts to counterfeit Tickets (including taking legal action). The Authorised Ticket Reseller shall notify AINAGOC seven (7) days before taking such preventive and corrective measures and bear the costs of taking such measures.

#### **4.12 Illicit activity**

The Authorised Ticket Reseller shall take all the best action necessary to prevent unauthorised promotion or sale of Tickets, including by rejected and/or non-authorised third parties. All expenses incurred in taking such measures shall be borne by Authorised Ticket Reseller.

#### **4.13 Notice to AINAGOC of illicit activity**

The Authorised Ticket Reseller shall monitor and promptly upon having knowledge thereof whether as a result of such monitoring or otherwise as notified to them, for example by a member of the General Public, shall notify AINAGOC in writing of the occurrence of any of following: (a) any circumstance described in Clause 4.11 relating to counterfeiting of Tickets, (b) any circumstance described in Clause 4.12 relating to unauthorised promotion or sale of Tickets; (c) any breach of this Agreement by another Authorised Ticket Reseller; or (d) the institution or threat of any legal or arbitration proceedings against the Authorised Ticket Reseller relating to this Agreement.



#### **4.14 Fees and Expenses and Control over Performance of Obligations**

Subject to the Authorised Ticket Reseller's compliance with this Agreement and all applicable laws and regulations of the Territory, and any other country or region where the Authorised Ticket Reseller provides and sells Tickets, the Authorised Ticket Reseller shall have full control over the manner and methods of performing its obligations hereunder, and all fees and expenses incurred by the Authorised Ticket Reseller in connection with its performance of its obligations hereunder shall be borne by the Authorised Ticket Reseller, unless otherwise specified herein.

#### **4.15 Ticket Sales Guide of the Authorised Ticket Reseller**

AINAGOC shall provide the Authorised Ticket Reseller with the "Ticket Sales Guide" (the specific time provided is subject to the relevant ticketing policies of AINAGOC, and it may be updated by AINAGOC from time to time) which will specify rules, procedures and protocols in relation to the sale of Tickets at the time specified in the ticketing policy issued by AINAGOC. The Authorised Ticket Reseller agrees and undertakes to comply with the Ticket Sales Guide when selling Tickets, and any such breach will be deemed to be a material breach of this Agreement. In the event of any inconsistency or conflict between the Ticket Sales Guide and this Agreement, this Agreement shall prevail.

### **5. SPECIFIC RIGHTS AND DUTIES OF AINAGOC AND THE AUTHORISED TICKET RESELLER**

In addition to all terms and obligations applicable to the Authorised Ticket Reseller, the Authorised Ticket Reseller shall comply with the following specific terms:

#### **5.1 No Outstanding Issues in relation to Previous Asian Games**

The Authorised Ticket Reseller warrants that all obligations owed and payments due from the Authorised Ticket Reseller to the previous Asian Games Organising Committees and third parties relating to the purchase and sale of tickets for prior Asian Games have been paid or otherwise satisfied by the Authorised Ticket Reseller. Without prejudice to any other rights of AINAGOC, where the Authorised Ticket Reseller is found to be in breach of this warranty, AINAGOC shall be entitled, at its option, to withhold the Ticket allocation service to be made to the Authorised Ticket Reseller, and limit access to the Client Ticket Portal.

## **5.2 Notice of Change of Ownership**

The Authorised Ticket Reseller shall, promptly upon having knowledge thereof, notify AINAGOC in writing of the occurrence of any event described in Clause 12.5(b) relating to changes in ownership of the Authorised Ticket Reseller. To clarify, if (a) a third party acquires fifty percent (50%) or more of the equity interests in the Authorised Ticket Reseller or (b) if the voting rights of a third party in proportion to its capital contribution or equity interests are sufficient to have a significant influence on the resolution of the Authorised Ticket Reseller despite that it acquires less than fifty percent (50%) of the equity interests, it shall be deemed to be a substantial change in shareholder control of the Authorised Ticket Reseller, and AINAGOC has the right to choose to refuse to allocate Tickets to the Authorised Ticket Reseller and/or restrict the Authorised Ticket Reseller from accessing the Client Ticket Portal or other services as the case may be.

## **6. PROVISIONS ON SALES OF TICKETS BY AINAGOC TO THE AUTHORISED TICKET RESELLER**

### **6.1 Client Ticket Portal**

AINAGOC will provide the Authorised Ticket Reseller with the Client Ticket Portal. The Authorised Ticket Reseller can log into the Client Ticket Portal to obtain relevant information about *Games* Ticket Sales, and use the functions of account management and allocation, ticket allocation application and management, payment confirmation documents uploading, etc.

### **6.2 Order Booking in Pre-Sale Phase**

The Authorised Ticket Reseller shall submit Ticket application form to AINAGOC according to the following requirements:

AINAGOC shall provide the Authorised Ticket Reseller with access to a password protected client account system to collect, submit and manage their request for Tickets for each CTP account managed by the Authorised Ticket Reseller. The Authorised Ticket Reseller shall complete the Ticket application for each Pre-sale Phase online before the deadline of Pre-sale Phase Ticket application. The tickets to be applied include tickets for the opening and closing ceremonies of the *Games* and sports competitions. AINAGOC does not accept any forms of application (e.g. e-mail, fax, telephone, etc.) other than through the Client Ticket Portal, and AINAGOC only retains the last

application form submitted by each the Authorised Ticket Reseller and each ticketing account in each Territory at Pre-sale Phase, which shall prevail.

### **6.3 Pre-sale Allocation of Tickets**

The allocation of Tickets to the Authorised Ticket Reseller shall be at the sole discretion of AINAGOC. AINAGOC reserves the right to reasonably change, in its sole discretion, the maximum number of Tickets that may be allocated to Authorised Ticket Reseller for each Session.

AINAGOC shall notify the Authorised Ticket Reseller (after such negotiation and discussions between the parties) of the final allocation, including its confirmed number of allocated Tickets (the "**Confirmed Pre-sale Allocation**"), on the completion date of the Pre-sale Allocation (the "**Pre-sale Allocation Confirmation Date**") via Client Ticket Portal or email, and related documentation in relation to the Confirmed Pre-sale Allocation can be viewed on the Client Ticket Portal. The Authorised Ticket Reseller acknowledges that its Confirmed Allocation of Tickets may not meet the request at the Pre-sale Phase and is dependent on the overall availability of Tickets, the likely demand for Tickets in the Territory, and the Ticket orders of other territories.

### **6.4 Final Pre-Sale Allocation Confirmation**

AINAGOC shall notify the Authorised Ticket Reseller at the given time, confirming all authorised changes to the Authorised Ticket Reseller's Confirmed Pre-Sale Allocation ("**Final Pre-Sale Allocation**").

### **6.5 Ticket Purchase in the Pre-Games and Games-time Phase**

From the sales start day until the end of the *Games*, the Authorised Ticket Reseller shall be entitled to request Tickets from AINAGOC through the Client Ticket Service Centre or other sites designated by AINAGOC in compliance with the manner prescribed by Ticket Sales Guide issued by AINAGOC. The allocation of any such Tickets to the Authorised Ticket Reseller shall be subject to availability of Tickets and AINAGOC's sole discretion.

Any such Tickets purchased by the Authorised Ticket Reseller must be paid in full by the Authorised Ticket Reseller upon purchase according to AINAGOC payment policies that will be published prior to the *Games*. The specific policy shall be subject to the final announcement of AINAGOC.

## **6.6 Payment from the Authorised Ticket Reseller to AINAGOC**

AINAGOC will send a payment notice to the Authorised Ticket Reseller within the specified time for the Authorised Ticket Reseller to pay the total amount of tickets payable for its Confirmed Final Pre-sale Allocation. The Authorised Ticket Reseller shall pay the corresponding amount of tickets at the time specified in the payment notice.

## **6.7 Payment Requirements to the Authorised Ticket Reseller**

6.7.1 All prices in this Agreement are stated in Japanese yen (JPY). The amount charged to the Authorised Ticket Reseller for Tickets shall be stated in Japanese yen (JPY), and shall be the face price of the Tickets, unless otherwise stated in this Agreement.

6.7.2 The payment shall be completed in Japanese yen (JPY) as the settlement currency on the payment deadline or earlier, and the payment voucher and other documents of relevant information shall be submitted in the Client Ticket Portal as required.

6.7.3 All above payments shall be made into the AINAGOC bank account identified for that purpose in the Invoice.

6.7.4 The Authorised Ticket Reseller shall pay the full amount payable in one lump sum prior to the stipulated deadline of payment. In case of any failure to make payment in one lump sum or make partial payment prior to such deadline, the Authorised Ticket Reseller must make up for the difference in the payable amount within the time specified by AINAGOC. If the amount is not made up as required, AINAGOC reserves the right to cancel the Tickets allocation quota granted to the Authorised Ticket Reseller, terminate this Agreement, and seek such other available remedies as the case may be. AINAGOC will refund the monies received from the Authorised Ticket Reseller after the end of the *Games*, but provided that all the handling fee and service charges incurred therefrom shall be borne by the Authorised Ticket Reseller.

6.7.5 All applicable taxes, duties or withholdings (if any) in respect of Tickets purchased by the Authorised Ticket Reseller from AINAGOC, and all other applicable charges related to electronic transfer of funds must be paid by the Authorised Ticket Reseller within the time stipulated by AINAGOC. The Authorised Ticket Reseller agrees to pay and to exempt AINAGOC from and against, (i) any taxes, withholdings, duties or other costs imposed upon or applicable to any sale to the Authorised Ticket Reseller under this Agreement by any local governmental authority; and (ii) any costs or charges, including but not limited to costs for transportation, handling and insurance

of Tickets collection from the offices of AINAGOC or such other location as AINAGOC may reasonably direct.

6.7.6 If the Authorised Ticket Reseller needs to make ticket payment through a third-party agency, it is necessary to provide the payment agency information and a document explaining the relationship between the payment agency and the Authorised Ticket Reseller. AINAGOC issues invoices/receipts to the Authorised Ticket Reseller.

Name of payment agency:

Bank account name of payment agency:

Bank account number of payment agency:

Name of payment agency's bank of deposit:

Address of payment agency (only provided by overseas institutions):

Address of payment agency's bank of deposit (only provided by overseas institutions):

SWIFT CODE (only provided by overseas institutions):

## **6.8 Withholding and Taxes**

6.8.1 All amounts payable by the Authorised Ticket Reseller to AINAGOC hereunder, any taxes levied on such amounts in accordance with the relevant tax regulations in force shall be borne by the Authorised Ticket Reseller.

6.8.2 All amounts payable hereunder shall be paid without any deduction or withholding, unless otherwise stipulated herein or as required by law.

6.8.3 If the Authorised Ticket Reseller is required by law to make any deduction or withholding from any amount paid to AINAGOC hereunder, the Authorised Ticket Reseller shall pay an additional amount to AINAGOC so that AINAGOC will receive the same amount that it would have been entitled to after such deduction or withholding.

## **6.9 Collection of Tickets from AINAGOC**

AINAGOC will timely inform the Authorised Ticket Reseller to collect Electronic Tickets and distribute them as required. However, the Authorised Ticket Reseller will have the opportunity to request Paper Tickets for partial or all allocation from AINAGOC. The collection of Paper Tickets will follow the provisions of Clauses 6.9.1 to 6.9.4.

6.9.1 The Authorised Ticket Reseller shall collect the Tickets at the Client Ticketing Service Centre of the 20th Asian Games Aichi-Nagoya 2026 or from other locations indicated by AINAGOC at the appointed date or such other date as, for operational reasons, AINAGOC may specify. If the Authorised Ticket Reseller has not collected or

made arrangements or applications to collect all the Tickets within the time specified by AINAGOC, AINAGOC will notify the NOC, who shall thereupon become responsible for collecting the Tickets within ten (10) days after receipt of such notice from AINAGOC, in which event the NOC will also be responsible for ensuring that the Tickets are provided to the Ticket purchasers who had originally purchased the Ticket from the Authorised Ticket Reseller.

6.9.2 If the Tickets are not collected by the Authorised Ticket Reseller, AINAGOC will not refund any amounts paid by the Authorised Ticket Reseller, and AINAGOC reserves the rights set forth in Clause 12. If the Authorised Ticket Reseller arranges with a third party (which must be approved by AINAGOC) to collect the Tickets on Authorised Ticket Reseller's behalf, the Authorised Ticket Reseller shall pay all expenses of such delivery and agrees to exempt AINAGOC from any responsibility or liability for delivery of the Tickets.

6.9.3 The Authorised Ticket Reseller acknowledges that AINAGOC shall not be responsible for Tickets that are lost or destroyed after collection of Tickets. Tickets that are not picked up or Tickets that are lost by the Authorised Ticket Reseller will not be re-issued to the Authorised Ticket Reseller by AINAGOC.

6.9.4 The Authorised Ticket Reseller acknowledges and agrees to assume full responsibility for the management of Tickets on its own after receiving Tickets from AINAGOC in accordance with the provisions of Clause 6.9.

#### **6.10 Failure of the Authorised Ticket Reseller to Sell Tickets by the Sale Deadline**

In the event that Authorised Ticket Reseller has sold less than seventy five percent (75%) of the aggregate amount of the Tickets allocated to it by the Sale Deadline date separately prescribed by AINAGOC according to the reports requested in Clause 4.9 (the "**Sale Deadline**"), AINAGOC shall have the option to request (in writing) when it does have relevant ticketing needs that any unsold Tickets are returned to AINAGOC (the Sale Deadline Option) on the Sale Deadline.

6.10.1 The parties acknowledge that it is vital to the overall reputation of AINAGOC and the Asian Games to minimize the number of unsold the *Games* Tickets and the vacancy rate.

6.10.2 In the event that the Authorised Ticket Reseller has sold more than seventy five percent (75%) of the aggregate amount of the Tickets by the Sale Deadline, AINAGOC will only be permitted to exercise the Sale Deadline Option within the stipulated time

if the Authorised Ticket Reseller is unable to demonstrate to AINAGOC's reasonable satisfaction that it will be reasonably able to sell the unsold Tickets.

6.10.3 If the Sale Deadline Option is exercised, AINAGOC will:

- (a) prohibit the Authorised Ticket Reseller from selling some or all of those Tickets that have not been sold at the time of such notice without AINAGOC's consent (the Unsold Tickets);
- (b) procure or offer for sale the Unsold Tickets (either in the Territory or elsewhere); and
- (c) pay to the Authorised Ticket Reseller any monies received from the sale of the Unsold Tickets in the face price of the Tickets, to the extent the Authorised Ticket Reseller has already paid for such Tickets.

6.10.4 The parties acknowledge the importance of ensuring full stadium at the *Games*. Every effort should be made by the parties to ensure the highest rate of ticket utilization. The parties will discuss mechanisms of achieving this including informing the purchasers of Tickets of the importance of using such Tickets.

6.11 The Authorised Ticket Reseller acknowledges and agrees that it shall actively respond to and support the demand for pre-Games and Games-time seat adjustment as proposed by AINAGOC according to the actual demand of AINAGOC ticketing operation.

6.12 The Authorised Ticket Reseller acknowledges and agrees that, unless otherwise specified by AINAGOC or the cancellation of the competition, the Authorised Ticket Reseller shall not apply to AINAGOC for ticket refund or exchange, including but not limited to the inability of the ticket buyer to obtain a visa.

6.13 Notwithstanding the aforesaid provisions in Clause 6, the parties agree that AINAGOC has the right to adjust the number of Tickets allocated or to be allocated to the Authorised Ticket Reseller during the validity hereof due to the occurrence of any other pandemics, actions taken by Japanese government for the pandemics, including but limited to border control and quarantine measures. Where Tickets purchased by the Authorised Ticket Reseller are subject to refund, AINAGOC will implement such refund in accordance with the latest policy announced. The handling fees (initiated by domestic banks) incurred for refunds shall be borne by AINAGOC, and the refund differences caused by exchange rate differences and others shall be borne by the Authorised Ticket Reseller. Accordingly, the Authorised Ticket Reseller shall inform purchasers of the

Tickets of such possibilities before the sale, and refund the paid Ticket amount to purchasers of the Tickets when it happens. The refund shall follow the Terms and Conditions agreed between the Authorised Ticket Reseller and purchasers of the Tickets, as well as the applicable laws and regulations in the Territory. The Authorised Ticket Reseller agrees that it will not make any claim or take any action against AINAGOC to request for compensation due to any adjustment of Ticket allocation or refund.

## **7. PROVISIONS ON SALES OF TICKETS BY THE AUTHORISED TICKET RESELLER TO THE CLIENT GROUPS**

### **7.1 Ticket Prices**

The sale by the Authorised Ticket Reseller of the Tickets must comply with the following requirements:

7.1.1 The Authorised Ticket Reseller shall charge no more than the face price of the Tickets, plus the charge listed in Clause 7.1.2 for the Tickets (the "Total Price") and shall conduct all sales of Tickets in a non-discriminatory manner and in compliance with the applicable laws within the Territory. The Authorised Ticket Reseller agrees to publish the face price of the Ticket (both in local currency and as originally stated in Japanese yen (JPY)), the handling charge referred to in Clause 7.1.2 and the exchange rate specified in Clause 7.1.3 separately, specify the same in purchase receipts and provide AINAGOC and the NOC with this information at any time it is requested. The Authorised Ticket Reseller shall not sell Tickets in excess of its published Total Price.

7.1.2 The Authorised Ticket Reseller may charge a reasonable handling charge per Ticket from the Ticket Buyer, and such charge shall be no more than twenty percent (20%) of the face price of the Ticket. The Authorised Ticket Reseller must provide all potential purchasers with details of its handling charges prior to the actual sale of Tickets, and shall provide purchasers with a URL to the Games Official Ticketing Website (details of such website to be provided in the Ticket Sales Guide). AINAGOC reserves the right to investigate all claims of excessive pricing by an Authorised Ticket Reseller and to require amounts found to be excessive to be refunded to the purchaser of the Ticket. In addition, the Authorised Ticket Reseller shall be entitled to charge a reasonable shipping and delivery charge for the delivery of Tickets, but shall only be entitled to charge one such charge per order or for multiple orders shipped together.



7.1.3 In establishing the Total Price that the Authorised Ticket Reseller shall charge for Tickets, the Authorised Ticket Reseller shall convert the face price of Tickets to the currency of the Territory, such exchange rate shall not exceed the maximum exchange rate applying between the Pre-Sale Allocation Confirmation Date and the Payment Date, with extreme exchange rate fluctuations arising during this period being subject to AINAGOC's prior written approval.

7.1.4 The Authorised Ticket Reseller acknowledges that this Clause 7.1 is a material term of this Agreement and that upon any breach of this provision by the Authorised Ticket Reseller, AINAGOC shall have the right to terminate cooperation set forth in Clause 12.5.

## **7.2 NOC Family Ticket Requirements.**

The Authorised Ticket Reseller appointed to sell tickets to the NOC Family as per Exhibit A shall include the NOC Family's Ticket requirements in its application order for Tickets as described in Clause 6.2 and shall identify and delineate such requirements in accordance with the requirements set out in the Business Plan. For Authorised Ticket Resellers appointed to sell Tickets to both the General Public within the Territory and the NOC Family, AINAGOC reserves the right to require the Authorised Ticket Reseller to commit to specific allocations of Tickets to the NOC Family as a precondition to allocating Tickets to the Authorised Ticket Reseller pursuant to this Agreement, and prioritise ensuring that the ticket needs of the NOC family are met.

## **7.3 Ticket Sales to the General Public within the Territory**

Provided it has been appointed accordingly as per Exhibit A hereof, the Authorised Ticket Reseller may sell Tickets to the General Public, whether groups or individuals, according to demand and subject to availability having regard to the Confirmed Pre-sale Allocation and fulfillment of NOC Family Ticket requirements, if applicable. Without limiting the generality of its obligations under Clause 4.1 above, in the context of the sales of Tickets to the General Public within the Territory in particular, the Authorised Ticket Reseller shall strictly comply with all applicable consumer protection laws and regulations.

## **7.4 Additional Services**

By meeting the relevant minimum requirements in relation to those Additional Services (e.g., plane tickets, hotels and other product packages), the Authorised Ticket Reseller may provide Additional Services (e.g., plane tickets, hotels and other product packages).

The Authorised Ticket Reseller shall avoid competition with the needs of AINAGOC in the hosting city of the *Games* and the Territory of the JOC. If the Authorised Ticket Reseller includes, within Additional Services (e.g., plane tickets, hotels and other product packages), assets obtained from authorised sources, and which are subject to certain conditions or restrictions (e.g., capped price), the sale of such Additional Services (e.g., plane tickets, hotels and other product packages) shall comply with such conditions and restrictions.

7.5 In the spirit of transparency and protection of the consumer, it is expected that invoices issued to clients by the Authorised Ticket Reseller feature a breakdown of all services sold to the client, their face price and the charges collected by the Authorised Ticket Reseller, where the price of each item is clearly detailed, be the Tickets or Additional Services.

#### **7.6 Notice of Re-Sale and Promotion Prohibitions**

7.6.1 The Authorised Ticket Reseller shall notify (i) each Ticket purchaser and (ii) all visitors to the Authorised Ticket Reseller's Internet website and other sales channels that Ticket Buyer are expressly prohibited from reselling Tickets privately or using Tickets to promote any third party or any product or service (except as expressly permitted by Clause 7.6.3). The Authorised Ticket Reseller shall ensure that the statement, **"TICKET BUYER AGREES THAT THIS TICKET MAY NOT BE RE-SOLD PRIVATELY OR USED TO PROMOTE ANY PERSON, ENTITY, PRODUCT OR SERVICE,"** or words to a similar effect, are provided in writing to each Ticket Buyer at the time of purchase and that a similar message is included on the home page of the Authorised Ticket Reseller's Internet website and other sales channels.

7.6.2 The Authorised Ticket Reseller shall not:

(i) sell Tickets to any person or entity that the Authorised Ticket Reseller has reason to believe will re-sell Tickets privately or use Tickets for promotional or other commercial purposes, (ii) utilise Tickets in any way in connection with the solicitation of contributions or donations without prior written approval of AINAGOC, or (iii) purchase or in any way attempt to acquire Tickets from any person or entity other than from AINAGOC pursuant to this Agreement. The Authorised Ticket Reseller's failure to comply with the rules in this Clause 7.6.2 shall be a material breach of this Agreement. AINAGOC shall notify the NOC of any breach of this provision by the Authorised Ticket Reseller and reserves the right to take further legal measures.

7.6.3 Where the Authorised Ticket Reseller sells Tickets to local corporate sponsors of the NOC, the Authorised Ticket Reseller shall notify the NOC local corporate sponsor that the NOC local sponsor may only use the Tickets for promotional purposes (and only within the Territory) if the NOC corporate sponsor (i) first obtains the prior written approval of the NOC in respect of the specific promotion, and (ii) agrees in writing with the NOC and the Ticket Distributor that the promotion will be limited to making the representation that the NOC local corporate sponsor is a corporate sponsor of the NOC and the Asian Games team of the Territory that will be competing in the Games.

7.6.4 The Authorised Ticket Reseller shall notify Ticket Buyers that the prominent display of trademarks, trade names, logos, emblems or other distinctive signs (other than the *Games*-related marks displayed by authorised persons) within the venues of the *Games* is prohibited. The Authorised Ticket Reseller shall further take any other reasonable steps requested by AINAGOC to prevent such displays.

## **7.7 Sales via Internet**

The Authorised Ticket Reseller can set up an internet website to promote its identity as the Authorised Ticket Reseller. The Authorised Ticket Reseller can also sell Tickets via internet, but it is prohibited to add any banner ads or other website links on its website that are primarily intended to attract residents outside the Territory to buy Tickets or to conduct any other promotional or marketing activities aimed at attracting potential Ticket Buyers outside the Territory; the Authorised Ticket Reseller is also prohibited from selling Tickets to buyers outside the Territory. All pages in the Authorised Ticket Reseller website must comply with AINAGOC's rules for the use of the Authorised Ticket Reseller Designation listed in Exhibit B, and *the 20th Asian Games Aichi-Nagoya 2026 Authorised Ticket Reseller Designation Usage Rules*. If the Authorised Ticket Reseller fails to comply with the provisions of Clause 7.7, it shall be deemed as a material breach of this Agreement. AINAGOC shall inform the NOC of any breach of Clause 7.7 of the Authorised Ticket Reseller, and reserves the right to take further legal measures.

## **7.8 General Terms and Conditions**

7.8.1 Compliance with General Terms and Conditions. The Authorised Ticket Reseller shall ensure that purchasers and/or holders of the Ticket have acknowledged and agreed to the General Terms and Conditions, and the Authorised Ticket Reseller shall be responsible for ensuring that purchasers and/or holders of the Ticket are bound (under

the laws of the Territory) by, and comply with, the General Terms and Conditions. AINAGOC shall provide (at its reasonable discretion) reasonable assistance to the Authorised Ticket Reseller in preventing breaches of the General Terms and Conditions. The Authorised Ticket Reseller may also translate the General Terms and Conditions into the official language of the Territory and display the translated General Terms and Conditions on internet websites and other sales channels, clarify that the governing language of the General Terms and Conditions is English.

7.8.2 Terms and Conditions of the Authorised Ticket Reseller. The Authorised Ticket Reseller may apply its Terms and Conditions to purchases of the Tickets. In accordance with laws of the Territory, if the General Terms and Conditions of AINAGOC are inconsistent with those of the Authorised Ticket Reseller, the General Terms and Conditions of AINAGOC shall prevail.

## **7.9 Sub-Distributor**

7.9.1 Appointment of Sub-Distributors. The Ticket Distributor may, with prior written consent of AINAGOC, appoint Sub-Distributors to assist it, within the NOC's Territory, in promoting, selling and distributing Tickets and Tickets with Additional Services. Sales of Tickets in conformity with the provisions of this Agreement by any Sub-Distributor that has been approved by AINAGOC in writing shall not be considered to be re-sales of Tickets in violation of this Agreement.

7.9.2 Effect of Appointment. All provisions of this Agreement shall remain in full force and effect irrespective of any appointment by the Ticket Distributor of Sub-Distributors pursuant to Clause 7.9.1. The appointment of Sub-Distributors shall not reduce, amend or modify in any respect the Ticket Distributor's obligations to AINAGOC under this Agreement. In particular, the Ticket Distributor's obligations to AINGAOC with regard to Ticket orders, mark-ups, handling and other fees, payment and collection pursuant to Clauses 7.1 to 7.8 shall apply in full with respect to any Tickets which the Ticket Distributor sells or otherwise makes available to Sub-Distributors.

7.9.3 Ticket Distributor responsibility and indemnity. The Ticket Distributor is responsible for the action and omissions of Sub-Distributors. AINAGOC shall have no responsibility for communication with or supervision of any Sub-Distributor, and the Ticket Distributor shall indemnify, defend and hold harmless the Indemnified Parties from any and all damage and loss resulting from any Sub-Distributor's failure to comply with the terms and conditions of this Agreement or of agreements entered into

with the Ticket Distributor, and from all claims, demands, suits, obligations, liabilities, damages, losses, judgements, costs and expenses (including, without limitation, lawyer fees, court costs and amounts paid in settlement) arising in connection with or related to the performance of duties under this Agreement or such agreements by Sub-Distributors. In addition, if any Sub-Distributor fails to comply with the terms and conditions of this Agreement, AINAGOC reserves the right to require the Ticket Distributor to terminate the relevant Sub-Distributor's right to sell Tickets as an Authorised Ticket Reseller.

## **8. AUTHORISED TICKET RESELLER DESIGNATION**

### **8.1 Use of Authorised Ticket Reseller Designation**

Subject to compliance with the terms of the AINAGOC Authorised Ticket Reseller Designation Usage Rules (which shall be subject to *the 20th Asian Games Aichi-Nagoya 2026 Authorised Ticket Reseller Designation Usage Rules*, as may be amended from time to time by AINAGOC and communicated to the Authorised Ticket Reseller), the Authorised Ticket Reseller is granted a limited, non-exclusive, royalty free, non-transferable licence, for the duration of the term of this agreement, to use the Authorised Ticket Reseller Designation in the Territory and also is granted the right to use certain other basic visual elements of the *Games* as set forth in Exhibit B, for the sole purpose of promoting and selling the Tickets of the *Games* in the Territory in accordance with this Agreement.

### **8.2 AINAGOC's Warranties**

AINAGOC warrants and undertakes that the use by the Authorised Ticket Reseller of the Authorised Ticket Reseller Designation in the Territory during the Term strictly in accordance with the terms of this Agreement will not infringe any registered intellectual property rights of any person in the Territory.

### **8.3 Indemnity by the Authorised Ticket Reseller**

The ATR shall fully and effectively jointly and severally indemnify relevant *Games* Bodies and their respective officers, directors, agents, employees and volunteers and keep each of the foregoing fully and effectively indemnified from and against any and all fines and penalties imposed on them, and any and all claims by, or liability to, any third party, for loss, damage or injury to such persons or its property which arises out of any use by the Authorised Ticket Resellers of the Authorised Ticket Reseller Designation

in breach of the provisions of this Agreement including, but not limited to, reasonable legal fees and costs and other expenses reasonably incurred in connection with any such claim or loss.

#### **8.4 Procedure for Claims**

The indemnities contained in this Clause 8 are conditional in each case upon:

- (a) the indemnified party giving the indemnifying party notice as soon as practicable of any event likely to give rise to a claim or liability, such notice to specify in reasonable detail the nature of the relevant claim;
- (b) the indemnified party making no admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) the indemnified party using reasonable endeavours to mitigate its loss; and
- (d) subject to the indemnifying party indemnify the indemnified party to the indemnified party's reasonable satisfaction against any liability, costs, damages or expenses which may be incurred thereby, the indemnified party taking such action as the indemnifying party may reasonably request to avoid, dispute, resist, compromise or defend the relevant claim provided that, to the extent that any claim involves the ownership or use of the Authorised Ticket Reseller Designation, AINAGOC shall have the right to control the defence of such claim in such manner as it sees fit.

### **9. ANTI-AMBUSH MARKETING**

#### **9.1 NO MARKETING OR PROPRIETARY RIGHTS**

Except as otherwise set forth, the Authorised Ticket Reseller has no rights to use any *Games*-related mark, emblem, designation, theme, logo or mascot or any designation that implies a corporate sponsor, partner, licensee, supplier or other forms of marketing relationship with AINAGOC, the JOC, the Japanese sports delegation or otherwise with the *Games*.

9.2 The Authorised Ticket Reseller acknowledges it has only been granted rights with respect to the sale of Tickets of the *Games* in the Territory and that they have not been granted any marketing, advertising or branch and/or product sales promotion rights whatsoever relating to AINAGOC, the *Games* or any other *Games* Bodies. Nothing in

this Agreement shall grant or be deemed to grant the Authorised Ticket Reseller any marketing, promotion or sponsorship right or any other right of association with AINAGOC, the JOC, the Japanese sports delegation, or the *Games*, except for the right of Ticket sales.

9.3 Except where prior written approval has been obtained from AINAGOC, the Authorised Ticket Reseller shall not advertise, promote or otherwise disclose the fact that it has been appointed as the Authorised Ticket Reseller, including by means of distribution of literature, verbal declarations or announcements through any medium or platform whatsoever (subject to any disclosure required by applicable law).

## **10. CONFIDENTIAL INFORMATION**

### **10.1 Protection of Confidential Information**

Each party acknowledges that all Confidential Information is disclosed by the other parties in reliance upon the terms of this Agreement, and only for the purposes of enabling them to fulfil their obligations under this Agreement, and that Confidential Information shall remain the sole and exclusive property of the disclosing party. Each party agrees that, during the Term and after the termination or expiration of this Agreement, it will: (a) keep the Confidential Information secret and confidential at all times; (b) not use Confidential Information except pursuant to the terms of this Agreement; (c) not disclose any Confidential Information to any party (except to their employees, contractors, agents, professional advisers, and then only on a need-to-know basis, who will abide to the same confidentiality obligations set forth in Clause 10.1), unless required by law or with the prior written approval of the party that owns such Confidential Information; and (d) notify the owner immediately if they become aware of any unauthorised access to, or use or disclosure of, any Confidential Information of the owner.

Without limiting the foregoing, the Authorised Ticket Reseller shall keep confidential all Ticket prices and session schedules (whether or not tentative) until AINAGOC releases such information to the General Public. The Authorised Ticket Reseller shall by no means make any press announcements or releases relating to this Agreement without the prior written approval of AINAGOC. The Authorised Ticket Reseller's failure to comply with the rules in Clause 10.2 shall be a material breach of this Agreement. AINAGOC

shall notify the NOC of any breach of this Clause 10.2 by the Authorised Ticket Reseller and reserves the right to take further legal measures.

## **10.2 Return of Confidential Information**

At the request of the party that owns Confidential Information, and, in any event, within a reasonable time after the termination or expiration of this Agreement, the other parties who are in receipt of such Confidential Information must deliver to the owner all Confidential Information (in any form) and all documentation provided in connection with this Agreement, or at the owner's request, destroy that information and certify in writing to the owner that the information has been destroyed.

## **11. PERSONAL INFORMATION**

### **11.1 Obligations of Authorised Ticket Reseller/personal information processors**

11.1.1 Any Processing of Personal Information by the Authorised Ticket Reseller shall be fair and impartial, and shall conform to all laws and regulations of authorities of the relevant jurisdiction (including data protection laws and regulations) of the personal information source country/region, and shall be consistent with the Authorised Ticket Reseller's obligations under this Agreement.

11.1.2 The Authorised Ticket Reseller is obliged to ensure that the information of the purchaser and/or holder of the Ticket is correct and meets relevant requirements of AINAGOC. In case of any actions by the purchaser and/or holder of the Ticket affecting public safety during the Games due to the negligence of the Authorised Ticket Reseller, AINAGOC has the right to request compensation and indemnification from the Authorised Ticket Reseller and reserve the right to take further legal measures. Or if purchaser and/or holder of the Ticket in the Territory cannot watch the game normally during the *Games* due to the negligence of the Authorised Ticket Reseller, AINAGOC shall not be liable for compensation or indemnification therefor.

11.1.3 For personal information disclosed to AINAGOC as agreed herein, the Authorised Ticket Reseller ensures that:

- (a) Personal information is collected, stored, transmitted or otherwise processed in accordance with applicable data protection laws and regulations Japan, which includes that the Authorised Ticket Reseller shall:
  - i. Disclose information about the processing of personal information (including the type, scope, and purpose of use) to the purchaser and/or holder of the Ticket, and



the transmission and content of such information shall meet the requirements of data protection laws and regulations of the personal information source country/region. ii. Inform the Ticket purchaser and/or holder of the basic information (including institution name, contact information, etc.) of AINAGOC, the personal information recipient; iii. Have legal basis for processing personal information, including disclosure of personal information to AINAGOC. The Authorised Ticket Reseller shall each obtain any necessary authorisation and consent from purchaser and/or holder of the Ticket respectively;

- (b) It will not cause AINAGOC and other relevant institutions to violate data protection laws and regulations and other relevant laws and regulations;
- (c) All personal information is complete, accurate and up-to-date. In case of any update or modification of such personal information, the Authorised Ticket Reseller shall immediately notify AINAGOC and provide such personal information again;
- (d) Personal information is stored and transmitted in a secure and encrypted manner to ensure the security, integrity, confidentiality and availability of personal information.

11.1.4 The Authorised Ticket Reseller shall take appropriate legal, technical and organizational measures to protect personal information from accidental or illegal destruction, loss, change, unauthorised disclosure or access (the "security vulnerability") in accordance with data protection laws and regulations and best industry practices at its own expense.

11.1.5 If any current or former employee, contractor or agent of the Authorised Ticket Reseller, or any other person or third party is suspected to cause or actually caused security vulnerabilities, the Authorised Ticket Reseller shall:

- (a) Notify AINAGOC immediately of any facts of security vulnerabilities known to the Authorised Ticket Reseller, including
  - i. the nature of the security vulnerabilities, including relevant individuals and the categories and approximate number of personal information records;
  - ii. possible consequences of security vulnerabilities;
  - iii. measures taken to solve the security vulnerabilities; and the Authorised Ticket Reseller shall take all necessary measures to mitigate the impact of the security vulnerabilities, minimise the damage caused thereby and prevent them from

happening again; the relevant losses caused by this shall be borne by the Authorised Ticket Reseller.

- (b) If a security vulnerability affects an individual who discloses his or her personal information to AINAGOC as agreed herein, provide AINAGOC with such assistance and cooperation as may be required in informing any relevant regulatory or supervisory authority and/or individuals affected by the security vulnerability, and such other assistance as may be required in responding to further communications or inquiries from any regulatory or supervisory body and/or individuals affected by a security vulnerability.

11.1.6 The Authorised Ticket Reseller shall ensure that they and any employee, agent, independent contractor, or any other person engaged on their behalf in the Processing of Personal Information (including transfer abroad), shall undertake to assume the duty of confidentiality or bear appropriate statutory confidentiality obligations, and fully comply with data protection laws and regulations and the provisions of this Agreement.

11.1.7 In the event that the Authorised Ticket Reseller considers that an instruction given by AINAGOC infringes the data protection laws and regulations, or that the data protection laws and regulations or a change in the data protection laws and regulations are likely to have an adverse effect on their ability to comply with the obligations under this Agreement, the Authorised Ticket Reseller shall promptly notify AINAGOC of this effect. AINAGOC shall then be entitled (at its option) to require the Authorised Ticket Reseller to implement or alter any fair processing notice, privacy policy or other appropriate disclosure or any authorisation or consent mechanic or take any other reasonable step to ensure compliance or to cease the Processing of relevant Personal Information and/or immediately terminate this Agreement.

11.1.8 If the Authorised Ticket Reseller receives a complaint concerning its or AINAGOC's obligations under data protection laws and regulations, including individual claims and any notice, investigation or other communication from the supervisory or regulatory authority (hereinafter referred to as "communication"), it shall:

- (a) Notify AINAGOC immediately (within five (5) business days after receiving the notice in any case) and provide full details of the letter before responding to the communication;

(b) Reply to the communication as required by data protection laws and regulations.

However, if the communication is related to AINAGOC's obligations under data protection laws and regulations, it shall seek AINAGOC's opinions and obtain approval before reply unless otherwise prohibited by the law.

11.1.9 If the Authorised Ticket Reseller receives a request from or on behalf of an individual identified by or related to the personal information disclosed to AINAGOC (hereinafter referred to as the "request"), it shall properly respond to or process the request within the time limit required by the data protection laws and regulations. However, if the request relates to AINAGOC's obligations under the data protection laws and regulations, it shall seek AINAGOC's opinions and obtain approval before reply.

11.1.10 In case of request or communication, the Authorised Ticket Reseller shall cooperate with AINAGOC to properly respond to and process the request or communication, including providing relevant information, cooperation and assistance as required in connection with the request or communication.

## **11.2 Obligations of AINAGOC/information recipient**

11.2.1 Processing personal information in accordance with relevant laws and regulations on data protection in Japan;

11.2.2 Unless otherwise stipulated by laws and administrative regulations, the period for storing personal information is the shortest time necessary to achieve processing purposes;

11.2.3 Based on the purpose and method of processing personal information, the types of personal information, the impact on personal rights, and potential security risks, the following measures shall be taken to ensure that personal information processing activities comply with laws and administrative regulations, and to prevent unauthorised access, as well as personal information leakage, tampering, and loss:

- (a) Develop internal management systems and operating procedures;
- (b) Implement classified management of personal information;
- (c) Take corresponding security measures such as encryption and de-identification;
- (d) Reasonably determine the operational permissions for personal information processing, and regularly provide security education and training to practitioners;
- (e) Develop and organise the implementation of emergency plans for personal information security incidents;

(f) Other measures stipulated by laws and administrative regulations.

11.2.4 When personal information leakage, tampering, or loss occurs or may occur, remedial measures should be taken immediately and the department responsible for protecting personal information should be notified. The notice shall include the following matters:

- (a) The types, reasons, and potential hazards of personal information leakage, tampering, or loss that occur or may occur;
- (b) Remedial measures taken by personal information processors and measures that individuals can take to mitigate harm;
- (c) The contact information of the personal information processor.

11.2.5 Regular compliance audits should be conducted on the compliance with laws and administrative regulations regarding the processing of personal information.

### **11.3 Others**

11.3.1 The Authorised Ticket Reseller should confirm a contact person of their organisation, authorise the person to respond to inquiries or complaints related to personal information processing, and promptly handle any inquiries or complaints from personal information owners. The Authorised Ticket Reseller shall inform AINAGOC of the contact information and inform the ticket buyer and/or ticket holder of the contact information in a simple and understandable manner, either through a separate notice or through an announcement on its website, specifically:

Contact Person and Contact Information (phone or email)

11.3.2 Correspondence under this Agreement shall ultimately be sent by email to the AINAGOC Ticketing Section. [Email : [ainagoc-ticketing@aichi-nagoya2026.org](mailto:ainagoc-ticketing@aichi-nagoya2026.org)]

## **12. TERM AND TERMINATION**

### **12.1 Term**

The term of this Agreement shall commence on the date that it is signed by all parties, and expire on the end date of AINAGOC ticketing work, unless earlier terminated. The provisions of this Agreement which may reasonably be expected to survive termination or expiration of this Agreement shall continue in force with no limit in time.

## **12.2 Postponement of the *Games***

If the *Games* are postponed, this Agreement shall be extended to the extent necessary to cover the new Games period (the "**New Period**"). All matters related to the Games Ticket Sales and allocation will be suspended from the date when the OCA and AINAGOC officially announce the postponement of the Games. From the date when the New Period is announced by the OCA and AINAGOC, the parties shall sign a supplementary agreement to supplement and modify this Agreement accordingly, which shall include payment and Ticket allocation in particular.

12.2.1 If the Authorised Ticket Reseller has to return the Tickets to AINAGOC due to the postponement of the Games, AINAGOC shall refund the Ticket price paid by the Authorised Ticket Reseller to AINAGOC, the remittance fees arising from the refund (limited to those imposed by domestic banks in Japan) shall be borne by AINAGOC, and the refund differences caused by exchange rate differences and others shall be borne by the Authorised Ticket Reseller. The specific implementation should follow the policies published by AINAGOC.

12.2.2 Accordingly, the Authorised Ticket Reseller shall also refund the Ticket price paid by purchasers of the Ticket, excluding any transportation expenses after the completion of transportation. The refund shall be subject to the Terms and Conditions of the Authorised Ticket Reseller and the applicable laws of the Territory.

## **12.3 Cancellation of the *Games***

If the *Games* are cancelled or if AINAGOC ceases to be responsible for organising the *Games*, this Agreement shall automatically be terminated on the date on which the OCA officially announces that the *Games* will be cancelled or will not be held. AINAGOC will refund to the Authorised Ticket Reseller the amounts paid by the Authorised Ticket Reseller in respect of the Tickets actually issued by AINAGOC to the Authorised Ticket Reseller, but remittance fees of such refund (limited to those imposed by domestic banks in Japan) shall be borne by the AINAGOC, and the refund differences caused by exchange rate differences and others shall be borne by the Authorised Ticket Reseller. In this case, as AINAGOC will refund the amounts, the Authorised Ticket Reseller shall refund the Tickets. The specific refund shall be conducted in accordance with the policy issued by AINAGOC. During the refund process, the payment requirements stipulated in Clause 6.7 shall apply. The Authorised Ticket Reseller agrees that it will not bring any

claim or take any action for indemnity, damages or compensation against the OCA, the JOC or AINAGOC as a result of any such action by the OCA.

Accordingly, the Authorised Ticket Reseller shall also refund the Ticket price paid by purchasers of the Ticket, excluding any transportation expenses after the completion of transportation. The refund shall be subject to the Terms and Conditions of the Authorised Ticket Reseller and the applicable laws of the Territory.

#### **12.4 Cancellation of Sessions**

If an individual Session of the *Games* is cancelled, AINAGOC shall refund to the Authorised Ticket Reseller any amounts paid to AINAGOC for the Tickets of the cancelled Session after the *Games* closes and this Agreement shall in all other respects remain in force and effect. The remittance fees arising from the refund (limited to those imposed by domestic banks in Japan) shall be borne by the AINAGOC, and the refund differences caused by exchange rate differences and others shall be borne by the Authorised Ticket Reseller. The specific refund shall be conducted in accordance with the policy issued by AINAGOC. In the course of the refund, the payment requirements agreed upon in Clause 6.7 shall apply. The Authorised Ticket Reseller agrees to not bring any claim or take any action for indemnity, damages or compensation against the OCA, the JOC or AINAGOC as a result of any such cancellation.

Accordingly, the Authorised Ticket Reseller shall also refund the Ticket price paid by purchasers of the Ticket, excluding any transportation expenses after the completion of transportation. The refund shall be subject to the Terms and Conditions of the Authorised Ticket Reseller and the applicable laws of the Territory.

#### **12.5 Termination by AINAGOC**

AINAGOC may give notice to the Authorised Ticket Reseller terminating this Agreement, if:

- (a) the Authorised Ticket Reseller fails to comply in any material respect with the terms of this Agreement (including without limitation the failure to comply with the Ticket Sales Guide) or intentionally fails or refuses to comply with any lawful direction given by AINAGOC and, within seven (7) days after written notice from AINAGOC of such failure or refusal, the Authorised Ticket Reseller has not promptly corrected such failure or refusal to the reasonable satisfaction of AINAGOC;

- (b) the Authorised Ticket Reseller undergoes a substantial change in shareholder control or ownership or management that, in the reasonable opinion of AINAGOC, adversely affects the ability of the entity involved to perform its obligations under this Agreement, or is detrimental to AINAGOC;
- (c) Under any applicable law, the Authorised Ticket Reseller files for bankruptcy or is sued by a third party to court or other regulatory authorities for bankruptcy or is adjudged insolvent;
- (d) The Authorised Ticket Reseller has passed a resolution of dissolution, or its business term has expired without legal extension, or its business license (if any) has been revoked or it is ordered to close down according to law;
- (e) the NOC is permanently suspended by the OCA from being the representative body of the Olympic Movement in the Territory;
- (f) the NOC is temporarily suspended by the OCA from being the representative body of the Olympic Movement in the Territory, and the OCA consents to the termination of this Agreement;
- (g) the Authorised Ticket Reseller sells Tickets to purchasers whom the Authorised Ticket Reseller had reason to know were not resident within the Territory in violation of Clause 3.1.2 hereof;
- (h) the Authorised Ticket Reseller sells Tickets to any person or entity whom the Authorised Ticket Reseller knows or has reason to know operates in a secondary market to re-sell Tickets, or uses Tickets for promotion or other commercial purposes in violation of the provisions hereof;
- (i) the Authorised Ticket Reseller acts or omits to act in a manner that the Authorised Ticket Reseller had reason to know would ambush market partners and programmes of the OCA, the JOC and AINAGOC, including but not limited to any non-compliance with the provisions of Clause 9;
- (j) the Authorised Ticket Reseller materially breaches AINAGOC Authorised Ticket Reseller Emblem & Designation Usage Rules or *the Emblem & Designation Usage Rules of the 20th Asian Games Aichi-Nagoya 2026 Authorised Ticket Reseller*;
- (k) the separate agreement between the NOC and the Ticket Distributor related to the subject matter hereof is terminated;
- (l) the Authorised Ticket Reseller materially breaches the OCA Code of Conduct;

- (m) the Authorised Ticket Reseller redistributes or otherwise reallocates Tickets among or between its various clients, without the prior consent of AINAGOC and in a manner violating this agreement.
- (n) the Authorised Ticket Reseller has negative public opinion or reputation risk, including but without limitation: any crisis which may lead to public opinion crisis or result in widespread dissemination on the internet due to the disputes arising out of its performance of the ATR obligations hereunder between the Authorised Ticket Reseller and any individual, legal person or other organization purchasing the Tickets; serious debt and public opinion crisis occurring in the Authorised Ticket Reseller, resulting in its ineligibility for serving as the Authorised Ticket Reseller; and other circumstances in which AINAGOC reasonably considers that such negative public opinion or reputation risk would adversely affect the ability of the relevant entities to perform their obligations hereunder or would be detrimental to AINAGOC.

The Authorised Ticket Reseller acknowledges that if it has reason to know that Tickets it is selling will pass through the hands of Scalpers and/or Brokers and does not refrain from making such sales, AINAGOC may, at its sole discretion, at any time during the Term of this Agreement, terminate this Agreement.

#### **12.6 Termination by ATR**

Either the NOC individually (in case there is no Ticket Distributor for the Territory) or the NOC and the Ticket Distributor (when a Ticket Distributor is designated as an Authorised Ticket Reseller as per Exhibit A) may immediately give joint written notice (but neither may give notice independent of the other) to AINAGOC terminating both the NOC's and the Ticket Distributor's contractual relationship under this Agreement, as applicable, if:

- (a) AINAGOC fails to comply in any material respect with the terms of this Agreement or intentionally fails or refuses to comply with any lawful direction given by either the NOC or the Ticket Distributor and, within seven (7) days after written notice from the NOC and the Ticket Distributor of such failure or refusal, AINAGOC has not corrected such failure or refusal to the reasonable satisfaction of the NOC and the Ticket Distributor;



- (b) AINAGOC is adjudged insolvent, files for bankruptcy or is filed for bankruptcy or adjudicated insolvent by a third party with a court or other regulatory body under any applicable law; or
- (c) AINAGOC ceases to be recognised by the OCA as the Organising Committee of the 20th Asian Games Aichi-Nagoya 2026.

### **12.7 Appointment of Substitute Ticket Distributor**

If AINAGOC terminates its contractual relationship with the Ticket Distributor, the NOC is deemed, upon receipt of the notice of cancellation from AINAGOC, to have assumed all rights and obligations of the Ticket Distributor under this Agreement including, without limitation, the obligations to ensure that the interests of the Ticket purchasers who had purchased Tickets from the original Ticket Distributor, are protected. The NOC will be entitled to substitute another Ticket Distributor as a replacement for the original Ticket Distributor (the "**Substitute Ticket Distributor**"), subject to AINAGOC's prior written consent.

### **12.8 AINAGOC to Act as Authorised Ticket Reseller**

If AINAGOC terminates its contractual relationship with the NOC (if the NOC is the Authorised Ticket Reseller), AINAGOC is deemed, upon termination of its contractual relationship with the NOC, to have assumed all rights and obligations of the NOC in its capacity as an Authorised Ticket Reseller under this Agreement including, without limitation, the obligations to ensure that the interests of the Ticket purchasers who had purchased Tickets from the NOC, are protected.

### **12.9 Effect of Termination.**

Upon the effective date of termination of this Agreement for whatever reason, the right of the Authorised Ticket Reseller to sell the Tickets, and to use the Authorised Ticket Reseller Designation pursuant to Clause 8.1 in connection therewith, shall cease immediately and AINAGOC shall publicly communicate that the Authorised Ticket Reseller is no longer authorised to sell Tickets in the Territory. Upon any termination of this Agreement, AINAGOC, at its discretion, may cancel all of the Authorised Ticket Reseller's allocation of Tickets and stop its access to the Client Ticket Portal. In the event that this Agreement is terminated by AINAGOC pursuant to Clause 12.5, AINAGOC has the right to retain all amounts paid by Authorised Ticket Reseller up to such date as liquidated damages. If the said amounts are insufficient to cover the losses suffered by AINAGOC, AINAGOC has the right to claim the Authorised Ticket Reseller to

compensate the insufficient part pursuant to Clause 13.1. Neither party, by reason of the termination hereof, shall be liable to the other for expenditures related to the performance of this Agreement except as specifically set forth herein, nor for goodwill created in the course of performance hereunder. No termination of this Agreement shall in any manner whatsoever release, or be construed as releasing, the Authorised Ticket Reseller from any liability to AINAGOC arising out of or in connection with the Authorised Ticket Reseller's breach of, or failure to perform, any duty or obligation contained herein. Except as otherwise provided in Clause 12.3, upon termination of this Agreement, any Ticket monies and Personal Information collected by the Authorised Ticket Reseller in relation to Ticket sales and held by the Authorised Ticket Reseller at the date of termination must be transferred to either AINAGOC or the Substitute Ticket Distributor (in the case of the latter, regarding Personal Information, only) within seven (7) days of termination of this Agreement, and in any event so that there is no disruption to the Ticket sale in the Territory.

## **13. COMPENSATION AND INSURANCE**

### **13.1 Compensation by the NOC and the Ticket Distributor**

For any and all losses suffered by AINAGOC, the OCA and their respective officers, trustees, employees, volunteers, agents and representatives (hereinafter collectively referred to as the "Indemnified Parties"), including but not limited to losses, damages, costs and expenses (lawyer's fees, court or arbitration fees, etc.), fines and penalties, and any and all claims or liabilities of any third party against the Indemnified Parties for personal or property loss, damage or injury (including but not limited to indirect damage or loss) based on or due to the following aspects, the NOC and the Ticket Distributor shall jointly and severally compensate the Indemnified Parties, and shall indemnify the Indemnified Parties from any damage and liability:

- (a) Any breach of this Agreement by the Authorised Ticket Reseller;
- (b) Any fault, negligence or intentional misconduct of the Authorised Ticket Reseller, sponsors of the NOC or any of their respective officers, directors, employees, agents, contractors or consultants;
- (c) The illegal or unauthorised sales of Tickets allocated to the Authorised Ticket Reseller by a third party within or outside the Territory, which occur due to the

failure of ATR to make its best efforts to ensure that such illegal or unauthorised sales do not occur.

### **13.2 Compensation by AINAGOC**

For any and all fines and penalties suffered by the NOC, the Authorised Ticket Reseller and their respective officers, trustees, employees, volunteers and representatives (hereinafter collectively referred to as the "Indemnified Parties"), and any and all claims or liabilities of any third party against the Indemnified Parties for personal or property loss, damage or injury based on or due to the following aspects, AINAGOC shall compensate the Indemnified Parties, and shall indemnify the Indemnified Parties from any damage and liability: Any fault, negligence or intentional misconduct of AINAGOC or any of their respective officers, trustees, employees, volunteers, agents or representatives.

### **13.3 Insurance**

Without limiting any other obligation or liability hereunder, the Authorised Ticket Reseller shall, at its own expense, purchase and maintain at least the insurance and endorsements specified herein, and purchase such other insurance as reasonably required by AINAGOC from time to time.

## **14. FORCE MAJEURE**

14.1 Force majeure shall mean any cause beyond the control of AINAGOC, including, but not limited to acts of God, epidemic or pandemic, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, theft, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, public health emergency, and acts or regulations of national or local governments.

14.2 In the event that either party hereto fails or is unable to perform this Agreement in whole or in part due to force majeure, the party will not assume the liability for breach of the Agreement to the other party regarding the losses thus incurred.

14.3 In the event of a force majeure event, the affected party shall actively take effective measures to reduce the loss of the other party caused by its failure to perform this Agreement in whole or in part, and shall notify the other party within three (3) days after the occurrence of such event and provide official certification documents within fifteen (15) days.

14.4 After the end of the force majeure event, the parties shall decide whether to continue the performance of this Agreement through consultation. In the event that a force majeure event has materially and irreparably affected the obligations of either party to this Agreement, which makes it impossible to perform this Agreement, the parties shall terminate this Agreement in writing.

14.5 If this Agreement is terminated early due to the reasons set forth in this clause, neither party shall continue to perform its obligations hereunder nor be liable to the other party for such termination, provided that, the parties shall, in principle of good faith, reasonably determine respective rights and obligations and make settlement accordingly before the termination of this Agreement. However, if force majeure occurs after the delay of performance by either party, it shall not be exempted from liability for such delay.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

15.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Japan.

15.2 Any dispute arising out of or in connection with this Agreement shall be resolved by the parties in good faith and maximize common interests through consultation. In the event of any dispute, the parties agree to resolve the dispute in the following procedures:

- (a) Either party hereto may notify the other party of the existence of the dispute, and shall first submit the dispute to the authorised representatives of AINAGOC and the Authorised Ticket Reseller respectively for consultation and settlement. Within ten (10) days from the date of notification, the representatives of the parties shall hold a meeting for consultations. The meeting may be convened by the representatives of the parties in the form of teleconference, on-site meeting or other forms agreed upon by representatives of the parties;
- (b) If the parties fail to resolve the dispute through consultation within thirty (30) days from the date of such consultation meeting, such dispute shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Nagoya, Japan and the arbitral proceedings shall be conducted in Japanese. The arbitration award shall be final and binding on both parties.

## **16. NOTICES AND SERVICE**

16.1 Unless otherwise stipulated in this Agreement, any notice to be given by the parties in connection with this Agreement shall be in writing and signed by, or on behalf of, the party giving it. Except indicated in this Agreement, it shall be served by delivering it by hand, or sending it by special delivery or registered post (indicating the recipient as the relevant party), to the address set out in Clause 16.2 (or as otherwise notified from time to time in accordance with the provisions of this Clause 16.1). Any notice served by email, hand, fax or post shall be deemed to have been duly given:

- (a) in the case of delivery by email, when delivered to the recipient's designated receiving system;
- (b) in the case of special delivery or registered post, on the fifth day following the date of posting or the date of receipt, whichever is earlier.

16.2 The addresses of the parties for the purpose of Clause 16.1 are as follows:

- (a) AINAGOC:

Address: 3-2-1 Sannomaru, Naka ku, Nagoya City, Aichi Prefecture 460-0001,

Email: ainagoc-ticketing@aichi-nagoya2026.org

Attention: Ticketing Section

- (b) The Authorised Ticket Reseller: to the address and attention of the party which has been designated on the execution pages of this Agreement.

16.3 A party may notify the other party to this Agreement of a change to its name, relevant addressee, or address for the purposes of Clause 16, provided that, such notice shall only be effective on:

- (a) the date specified in the notice as the date on which the change is to take place;
- (b) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date following five (5) Business Days after notice of any change has been given.

16.4 If any party does not notify the change of address in time, the original address will still be considered valid.

## **17. MISCELLANEOUS**

### **17.1 Entire Agreement**

This Agreement and all exhibits hereto shall constitute the sole and entire agreement between the parties with respect to Ticket sales of the *Games* and supersede all prior

understandings, memorandums, negotiations and proposals, whether oral or written, between the parties with respect to the same.

## **17.2 Assignment**

17.2.1 The Authorised Ticket Reseller shall not transfer its all or part of rights and obligations to any third party without the prior written consent of AINAGOC. Otherwise, AINAGOC shall have the right to terminate this Agreement and hold the Authorised Ticket Reseller accountable for breach of this Agreement.

17.2.2 AINAGOC may assign its rights hereunder to any other organizing committee, or mortgage or otherwise dispose of its rights hereunder without the prior consent of the Authorised Ticket Reseller.

17.2.3 This Agreement is binding on the parties and their respective successors and assigns.

## **17.3 Modification**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties. However, the modification of its own information in Clause 16.2 shall be notified in writing by the party that needs to modify its own information to the other party. Notwithstanding the foregoing provisions, the Authorised Ticket Reseller agrees that AINAGOC may need to make some adjustments to this Agreement in order to successfully host the *Games*. The Authorised Ticket Reseller shall accept such adjustments to the extent that such adjustments will not have a material adverse effect or incur major additional expenses to the Authorised Ticket Reseller.

## SIGNATURES

This Agreement is signed by duly authorised representatives of the parties.

The 20th Asian Games Aichi-Nagoya 2026 Organising Committee

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Name

Title

The National Olympic Committee of:

---

(print name of country (region))

---

(print title of the National Olympic Committee)

---

(print name of authorised signatory)

---

(signature of authorised signatory)

---

(print title of authorised signatory)

**The address for notices of the National Olympic Committee:**

Official name of the National Olympic Committee:

---

Address:

---

City:

---

State/Province:

---

Country (region):

---

Postcode:

---

Tel:

---

E-mail:

---

Attention:

---



TICKET DISTRIBUTOR:

---

(print name of Ticket Distributor)

---

(print name of authorised signatory)

---

(signature of authorised signatory)

---

(print title of authorised signatory)

**The address for notices of Ticket Distributor:**

Official name of the Ticket Distributor:

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Address:

---

City:

---

State/Province:

---

Country (region):

---

Postcode:

---

Tel:

---

E-mail:

---

Attention:

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**EXHIBIT A**  
**IDENTIFICATION OF AUTHORISED TICKET RESELLER(S)**

To be completed by the National Olympic Committee and returned with the signed *Ticket Sales Agency Agreement for the 20<sup>th</sup> Asian Games Aichi-Nagoya 2026*.

**NATIONAL OLYMPIC COMMITTEE for the Territory of \_\_\_\_\_**

<b>I) AUTHORISED TICKET RESELLER (ATR)</b>
--

**CLIENT GROUP:**

**“NATIONAL OLYMPIC COMMITTEE FAMILY” (e.g. NOC sponsors, guests, athletes, etc.)**

Please check the box that identifies the ATR for ticket sale to the NOC Family client group in your territory.

☐ NOC

☐ Ticket Distributor (Insert Name)

\_\_\_\_\_

**“GENERAL PUBLIC”**

Please check the box that identifies the ATR for ticket sale to the general public client group in your territory.

☐ NOC

☐ Ticket Distributor (Insert Name)

\_\_\_\_\_

<b>II) Internet Sales</b>
---------------------------

Please specify whether the appointed ATR(s) will be conducting any ticket sales or ticket management activity via the Internet for the general public Client Group or NOC Family Client Group in your territory.

GENERAL PUBLIC

Yes ☐

No ☐

NATIONAL OLYMPIC COMMITTEE FAMILY

Yes ☐

No ☐

Please specify the URL (including any sub domains) to be used in the Internet Sales:

---

## EXHIBIT B

### AINAGOC AUTHORISED TICKET RESELLER DESIGNATION USAGE RULES

*These Authorised Ticket Reseller Designation Usage Rules of 20th Asian Games Aichi-Nagoya 2026 made by AINAGOC*, as they may be amended from time to time by AINAGOC upon notice to users, form an integral part of this Agreement.

The specific wording of the Authorised Ticket Reseller Designation (ATR Designation) will be issued to all Authorised Ticket Resellers via *the 20th Asian Games Aichi-Nagoya Authorised Ticket Reseller Designation Usage Rules* (ATR Designation Rules).

**Use Must Be Approved.** The ATR's use of the ATR Designation shall be limited to its marketing campaign and promotional material developed to facilitate the Asian Games Ticket sales, shall be subject to the ATR Designation Rules and the requirements set forth in this Exhibit B, and shall in each instance be subject to AINAGOC's prior approval.

The ATR's use of the ATR Designation is subject to the following conditions. The failure of the ATR to observe any one of these conditions shall be considered a material breach of this Agreement and a revocation of AINAGOC's consent to the ATR's use right of the ATR Designation.

1. Use of the ATR Designation by the ATR shall be limited to the promotion, advertising and marketing of the *Games* Tickets and Tickets with Additional Services as approved by AINAGOC. The ATR shall ensure that no trademarks, service marks, words, symbols, terms, trade names, logos, emblems, designs or designations that identify a commercial third party, or the products or services of a commercial third party, shall appear on campaign or promotional material bearing the ATR Designation unless otherwise approved by AINAGOC.
2. All uses of any ATR Designation by the Authorised Ticket Reseller shall be accompanied by a territorial identification, notification of the identity of the ATR (or other source of Additional Services) approved in writing by AINAGOC, and, where appropriate, suitable trademark, copyright or other proprietary notification.
3. Subject to Clause 3 of the Agreement, the ATR may only advertise, promote, sell or market, actively or passively, directly or indirectly, Tickets or Tickets with Additional Services within the Territory.

4.The ATR's use of any ATR Designation, shall comply with all applicable local laws and regulations. The ATR is solely responsible for any failure to comply with the local Laws and Regulations and shall pay for all reasonable and necessary expenditures incurred to ensure such compliance, exempting AINAGOC from any payment, loss or indemnification eventually incurred.

5.No ATR Designation shall be used by the ATR in association, combination or conjunction with any other commercial names, trademarks, service marks, words, symbols, terms, trade names, logos, emblems, designs or designations or other distinctive sign that identifies a commercial third party, or the products or services of a commercial third party without prior written approval of AINAGOC.

6.The ATR shall not associate Tickets or Tickets with Additional Services with another product or service provided by the ATR or any third party. Tickets and Additional Services cannot be used to induce the sale of other goods or services, such as by combination sales or premiums, without prior written approval of AINAGOC.

7.The ATR shall not use or permit the use of any ATR Designation in any manner contrary to public morals or to reflect unfavourably upon the good name, good will, reputation and image of the JOC, the OCA, the *Games* and AINAGOC or in any way that might jeopardize or tend to dilute the value of any Asian Games related marks, emblems, designations, themes, logos, mascots or other symbols.

8.The ATR agrees to obtain all necessary releases, including, but not limited to, the release of any athlete whose name or likeness the ATR may use in any promotional or marketing manner in connection with this Agreement.

9.The ATR acknowledges that any artwork used by the ATR displaying an ATR Designation and the Intellectual Property Rights thereto shall be stopped from using and destroyed following expiration or termination of this Agreement. If the ATR still uses any artwork displaying an ATR Designation and the Intellectual Property Rights thereto, AINAGOC reserves the right to take further legal actions.

**EXHIBIT C**  
**AUTHORISED TICKET RESELLER AND SUB-DISTRIBUTOR MINIMUM**  
**REQUIREMENTS**

**1. FINANCIAL**

The ATR and the Sub-Distributor must provide proof of their respective financial and corporate standing (e.g. previously audited Financial Statement, Banker's Letter of Reference, evidence of incorporation, identification and qualifications of key personnel, etc.) to the effect that they are respectively able to make the necessary advance commitments for the purchase and administration of Tickets and associated services from AINAGOC.

**2. AFFILIATIONS, REGULATORY BODIES & PROFESSIONAL ASSOCIATIONS**

In the event that the Authorised Ticket Reseller or the Sub-Distributor undertakes the provision of Additional Services, proof of relevant membership of government and international regulatory bodies for such services is required (e.g. IATA membership is mandatory if providing flight travel services). A working agreement must be in place between the Authorised Ticket Resellers, the Sub-Distributor and the NOC and, where appropriate, regulatory bodies to protect consumers' interests in the event of financial collapse of the Authorised Ticket Reseller or the Sub-Distributor. Further, the Authorised Ticket Reseller and the Sub-Distributor shall provide to AINAGOC proof of membership in relevant trade bodies and associations (e.g. Chambers of Commerce, etc.) and of its affiliation with tourism bodies and associations, in relation to the relevant Additional Services being provided.

**3. PREVIOUS OLYMPIC AND ASIAN GAMES EXPERIENCE & RESULTS**

The Authorised Ticket Reseller and the Sub-Distributor must have experience in being designated as ticket sales agents in previous Olympic or Asian Games, and details of such previous experiences, operations, and results shall be submitted. .

#### **4. OTHER EXPERIENCE**

In the absence of previous Olympic Games and Asian Games experience, the Authorised Ticket Reseller and the Sub-Distributor shall submit details of experience at other major events. Substantial international operating experience shall be demonstrated in both ticketing and service industry areas (i.e. ticketing programmes, accommodation, transportation, corporate hospitality, staffing and ground service operations).

#### **5. TECHNOLOGICAL REQUIREMENTS**

The Authorised Ticket Reseller and the Sub-Distributor must be capable of using a browser complying with the Client Ticket Portal provided by AINAGOC and with an internet connection speed requested by AINAGOC to satisfy the tickets sales requirements of the territory.

#### **6. INSURANCE REQUIREMENTS**

The Authorised Ticket Reseller and the Sub-Distributor must maintain the following insurance on the following terms and conditions (unless otherwise agreed with AINAGOC):

- Comprehensive General Liability Insurance in the amount of USD 500,000 (five hundred thousand U.S. dollars) which includes the following coverage: premises and operations, products and completed operations, contractual liability, personal injury and advertising liability, as may be applicable to services provided pursuant to this Agreement.
- Workers Compensation Insurance or equivalent insurance provided in the Authorised Ticket Reseller's and the Sub-Distributor's country of residence and country of operations (if different or additional), which covers injuries sustained by employees while performing duties and responsibilities in the course of their employment.
- The Comprehensive General Liability Insurance required above shall defend and include the OCA, the JOC, AINAGOC and their respective directors, officers, representatives, agents, and employees as Additional Insured in relation to the work performed pursuant to or incidental to this Agreement. Such designation as Additional Insured shall in no



way prejudice the status of the OCA and the JOC as third parties in relation to the Authorised Ticket Reseller or the Sub-Distributor.

- All required insurance coverage shall be maintained during the entire term of the Agreement, except for coverage on a claims-made basis, in which case such coverage shall be maintained during the entire term of the Agreement and further until one (1) year following termination or expiration of the Agreement.
- Before commencing operations pursuant to this Agreement, the Authorised Ticket Reseller or the Sub-Distributor shall provide a certificate of insurance completed by its insurance carrier, agent or broker certifying that at least the minimum insurance coverage required above is in effect and specifying whether the liability coverage is written on an occurrence or claims-made basis, and that the coverage may not be cancelled or materially changed without thirty (30) days' advance written notice to AINAGOC.

**EXHIBIT D**  
**SUB-DISTRIBUTORS**

Organisation Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

URL/ Official Website: \_\_\_\_\_

Main Sub-Distributor Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_