

COMMERCIAL COLLABORATION AGREEMENT — EXPANSION MANAGER

Instructions: download this document in Word format, complete the fields highlighted in yellow, sign it, and send it to legal@soccersolver.com, with a copy (CC) to alejandro@soccersolver.com.

In Las Palmas de Gran Canaria, on DAY MONTH, YEAR.

PARTIES

On one part, Mr. Alejandro Sánchez Díaz Casanova, of legal age, with ID/passport number 45333127R, acting on behalf and in representation of BALONO SUMPTER, S.L.U., with tax ID CIF B13980966 and registered address in Las Palmas de Gran Canaria (Spain), commercially operating under the brand "SoccerSolver", in his capacity as Director/Chief Executive Officer, with sufficient powers to sign this agreement (hereinafter, "SoccerSolver" or the "Company").

On the other part, Mr./Ms. FULL NAME OF THE EXPANSION MANAGER, of legal age, with identification document number ID NUMBER, [acting on behalf and in representation of COMPANY NAME, IF APPLICABLE, with tax ID TAX ID NUMBER and registered address at COMPANY ADDRESS,] domiciled at ADDRESS / COUNTRY with email address EMAIL ADDRESS, who shall perform the functions of Expansion Manager for the development, coordination, and growth of SoccerSolver's commercial network, under an independent commercial collaboration arrangement (hereinafter, the "Expansion Manager").

Both parties, hereinafter jointly referred to as the "Parties", mutually acknowledge having the legal capacity necessary to enter into this agreement and, to that effect,

STATE

I. That SoccerSolver is a player valuation and transfer market intelligence platform, aimed at football clubs and the professional football industry, whose commercial expansion relies on a network of independent Commercial Collaborators (hereinafter, the "Sales Reps") who each enter into their own individual commercial collaboration agreement with SoccerSolver.

II. That the Expansion Manager has the knowledge, contacts, and commercial leadership skills relevant to identifying, onboarding, training, and coordinating new Sales Reps to join SoccerSolver's network, as well as to supervising and driving the activity of the Sales Reps in their team. The Parties expressly acknowledge that the Expansion Manager maintains their own main professional project as a priority activity, this collaboration being compatible with such activity.

III. That both Parties are interested in establishing a commercial collaboration under the terms and conditions set out in the following

CLAUSES

FIRST. Purpose and nature of the agreement

1.1. The purpose of this agreement is to regulate the commercial collaboration between the Parties, whereby the Expansion Manager may identify, propose, and bring into SoccerSolver's commercial network as many Sales Reps as they see fit, with no limit on their number, as well as train, guide, and coordinate their activity, in order to contribute to SoccerSolver's commercial expansion.

1.2. This agreement is strictly commercial and independent in nature. The Expansion Manager acts as an independent professional, organizing their own activity autonomously, without being subject to any working hours, schedule, or disciplinary regime by SoccerSolver, and assuming the risks inherent to their

professional activity, all in a manner compatible with the Expansion Manager's dedication to their own main professional project. Under no circumstances shall this agreement be construed as constituting an employment relationship, nor shall the Expansion Manager hold any representation, power of disposal, or capacity to bind SoccerSolver before third parties beyond what is expressly authorized in writing in each case.

1.3. This agreement is independent of, and does not replace, the individual commercial collaboration agreements that SoccerSolver enters into directly with each of the Sales Reps brought in by the Expansion Manager. Such Sales Reps shall have no contractual, employment, or dependency relationship whatsoever with the Expansion Manager, but exclusively with SoccerSolver, without prejudice to the coordination, training, and support work the Expansion Manager may provide them under Clause Second.

SECOND. Functions of the Expansion Manager

2.1. The Expansion Manager may freely build and grow their team of Sales Reps, with no maximum number of members, proposing to SoccerSolver the onboarding of new candidates. The effective onboarding of each Sales Rep into SoccerSolver's network shall in all cases be subject to SoccerSolver's approval and to that Sales Rep signing their own individual commercial collaboration agreement directly with SoccerSolver.

2.2. The Expansion Manager shall be responsible for the initial training, guidance, follow-up, and activation of the Sales Reps in their team, relying on the materials and methodology provided by SoccerSolver, and may not modify, supplement, or replace them without SoccerSolver's prior written authorization.

2.3. The Expansion Manager shall submit a monthly report to SoccerSolver on their team's activity and progress. The commercial terms, commissions, and other conditions applicable to each Sales Rep shall be governed exclusively by the individual agreement that Sales Rep signs with SoccerSolver, and the Expansion Manager shall have no authority to modify them.

THIRD. Good faith

Both Parties undertake to act in good faith at all times in the development of the commercial relationship covered by this agreement, refraining from any conduct that may harm the image, reputation, or legitimate interests of the other Party.

FOURTH. Expenses

Travel, accommodation, vehicle, fuel, toll, parking, and subsistence expenses incurred by the Expansion Manager in performing the functions covered by this agreement shall be fully covered by SoccerSolver, upon presentation of the corresponding invoice and within reasonable limits, and provided such expenses have been previously agreed with SoccerSolver.

FIFTH. Economic compensation

5.1. Team commission

The Expansion Manager shall receive a commission calculated on the total revenue that SoccerSolver effectively receives from clubs or entities closed by the Sales Reps in their team (hereinafter, the "Team Revenue"), according to the following progressive bracket scale:

Team Revenue bracket	Commission
First €500,000	3%

€500,000 to €1,000,000	5%
Above €1,000,000	7%

The above percentages shall apply progressively, in brackets, to the cumulative amount of the Team Revenue, in a manner similar to a tax-bracket system: the 3% rate shall apply to the first €500,000 of Team Revenue, the 5% rate to the bracket between €500,000 and €1,000,000, and the 7% rate to any amount exceeding €1,000,000. The Team Revenue shall be computed on a cumulative basis for the entire term of this agreement.

For these purposes, Team Revenue shall mean the entirety of the amounts effectively received by SoccerSolver from each club or entity closed by a Sales Rep in the Expansion Manager's team, regardless of the commercial model used (license/subscription, or zero-cost plus revenue share/"success model") and of when such revenue is generated, under the same terms and timing criteria set out in Clause Seventh of SoccerSolver's general commercial collaboration agreement applicable to Sales Reps.

The Expansion Manager's commission under this Clause is additional to, and independent of, any commission the Expansion Manager may personally generate through their own sales, should they also enter into their own individual Sales Rep agreement with SoccerSolver. Both commissions are compatible with each other and are calculated and settled separately.

SoccerSolver reserves the right to modify the product's prices and commercial terms in the future, as well as to update the brackets above for new Team Revenue generated from the date of such modification, upon written notice to the Expansion Manager at least 30 days in advance.

5.2. Payment

The commission shall be paid to the Expansion Manager within 15 (fifteen) calendar days from the date SoccerSolver effectively receives the corresponding payment from the club or entity, upon issuance of the corresponding invoice by the Expansion Manager. The risk of non-payment by the club shall in all cases correspond to SoccerSolver, not to the Expansion Manager.

SIXTH. Confidentiality, intellectual property, and non-disclosure agreement (NDA)

6.1. The Expansion Manager undertakes to maintain strict confidentiality regarding all commercial, technical, methodological, financial, or other information they become aware of as a result of this collaboration, including in particular the methodology, algorithms, data, and operation of SoccerSolver's valuation model (xTV), as well as the performance and commission data of the Sales Reps in their team, and may not use it for purposes other than those provided for in this agreement nor disclose it to third parties, both during the term of the agreement and after its termination.

6.2. All commercial material, documentation, sales methodology, and other intellectual or industrial property assets provided by SoccerSolver to the Expansion Manager shall remain, at all times, the exclusive property of SoccerSolver.

6.3. Prior to the start of their activity and prior to accessing any confidential material or information, the Expansion Manager shall additionally sign a Non-Disclosure Agreement (NDA) in accordance with the template provided by SoccerSolver, the terms of which shall be deemed incorporated into this agreement.

SEVENTH. Term and termination

7.1. This agreement shall enter into force on the date of its signature and shall have an initial term of twelve (12) months from that date, renewable for additional one-year periods by express written agreement of both Parties.

7.2. Either Party may terminate this agreement early in the event of a serious breach of the obligations assumed by the other Party, upon prior written notice with 15 (fifteen) days' notice to remedy it, if remediable.

7.3. The termination or non-renewal of this agreement shall not affect the validity of the individual agreements that Sales Reps brought in by the Expansion Manager maintain directly with SoccerSolver, which shall continue to be governed by their own terms. Team Revenue generated by such Sales Reps after the termination of this agreement shall not generate additional commission for the Expansion Manager, unless it derives from clubs or entities with which the relevant Sales Rep had maintained documented commercial contact during the term of this agreement and whose contract is signed within twelve (12) months following such termination, in which case the Expansion Manager's right to commission shall be maintained under Clause Fifth.

EIGHTH. Data protection

The Parties undertake to process any personal data they may access as a result of this agreement in accordance with Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018 on the Protection of Personal Data and the guarantee of digital rights.

NINTH. Governing law and jurisdiction

This agreement shall be governed by Spanish law. For the resolution of any dispute arising from its interpretation or performance, the Parties submit to the Courts of Las Palmas de Gran Canaria, expressly waiving any other jurisdiction that may correspond to them.

In witness of their agreement to the foregoing, both Parties sign this agreement in duplicate for a single purpose, at the place and date indicated in the heading.

For BALONO SUMPTER, S.L.U. (SoccerSolver)
D. Alejandro Sánchez Díaz Casanova

The Expansion Manager
Mr./Ms. **[FULL NAME]**