

Commission Agreement

between

Doris Keller [REDACTED]
[REDACTED]
[REDACTED]

Zürich, Switzerland

Represented by Doris Keller

– hereinafter referred as „DK“ -

and

E.S.M. Group Ltd.

C/O Appleby Corporate Services Ltd

Level 2B, Caravelle House

Manglier Street

Victoria, Mahé, Seychelles

Represented by Dr. Thomas Rungweber

– hereinafter referred as „ESM GROUP“ -

– DK and ESM GROUP, individually “the Party” and together known as “the Parties”–

PREAMBLE

- A The Uruguayan Football Association (“AUF”) has appointed DK in order to introduce them to potential promoters, agencies and/or Federations in order to negotiate and conclude an agreement or a Friendly Match in February 2013.
- B AUF and ESM GROUP have entered into an agreement related to the organisation of the Match and the participation of AUF (“Match Organisation Agreement”). This additional agreement (“Commission Agreement”) sets out the additional terms agreed between DK and ESM GROUP in relation to commission payments from ESM GROUP to DK.

Now the Parties have agreed and do hereby agree as follows in relation to:

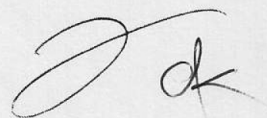
FIFA Friendly Match (the “Match”):

Match: Spain vs Uruguay

Venue: Khalifa Stadium, Doha, Qatar

Date: 6th February 2013

Kick-off: tbc



1. COMMISSION

In consideration of DK securing the participation of AUF in the Match, the below commercials have been agreed:

1.1 Commission Fees to be paid by ESM GROUP to DK

1.1.1 ESM GROUP will pay to DK a Commission Fee for the Match of USD 95'000 (Ninety-Five thousand US Dollar) net of all taxes.

1.1.2 The Commission Fee shall be paid in one instalment:

i. 95,000 USD, no later than five (5) days after the match is played against invoice.

ii. Payment shall be made by transfer to the following account:

[REDACTED]
SWIFT-BIC: [REDACTED]
Clearing Nr. [REDACTED]
IBAN [REDACTED]
Account No. [REDACTED]
Account Name: Doris Keller

1.1.3 Any and all taxes, levies and duties outside DK's territory are payable in full by ESM GROUP. VAT (if applicable) has to be added to the above amounts.

2. WRITTEN FORM

This Agreement is the entire agreement between the Parties regarding the Match. Possible amendments and changes to this Agreement shall only be binding if they are in writing and signed by both parties. The same applies to the written form requirement.

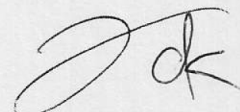
3. SALVATORIAN CLAUSE

If a provision of this Agreement should be invalid or unenforceable, the remaining provisions shall remain valid. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which reflects the economic purpose of the parties. The same applies in case of a gap.

4. GENERAL

4.1 The Parties shall keep the contents of this Agreement strictly confidential at any time.

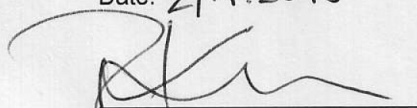
4.2 Neither party shall be liable for failing to perform any of its obligations where such failure was a result of so-called "Force Majeure". Should the match be cancelled for reasons of "Force Majeure" the parties ESM GROUP, the QFA, RFEF, AUF and its agent DK will enter into good faith discussions regarding a rescheduling of the Match. Should no agreement be reached it is understood that all monies paid by the QFA, RFEF, AUF to ESM GROUP under this agreement shall be repaid in full by ESM GROUP and therefore all payments made by ESM GROUP to DK shall also be repaid in full.



- 4.3 The Parties acknowledge that they have the full power and authority to enter into this agreement and to perform its obligations hereunder.
- 4.4 Both Parties will follow and adhere to the rules and regulations of FIFA and UEFA and the laws in the respective country the Match is played in.
- 4.5 The Terms of this Agreement will be governed and construed in accordance with the laws of Switzerland and the Parties submit any difference or dispute to the arbitration of the ICC (International Court of Arbitration). Such arbitration shall be governed by the procedural rules of ICC.

Doris Keller

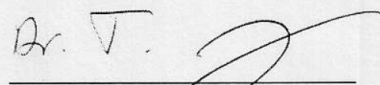
Place: Zürich
Date: 27.1.2013



Doris Keller

E.S.M. Group Ltd.

Place: Zürich
Date: 27.01.2013



Dr. Thomas Rungweber

El Confidencial
La Sexta

