

PARTNER AGREEMENT

This Agreement establishes the terms and conditions under which Global Players agrees to promote its Partners on the playtheglobe.org platform and through direct referrals, in consideration of a mutually agreed commission on bookings made by individual Athletes and Sports Teams.

BY REGISTERING AND SIGNING UP TO THE PLAYTHEGLOBE.ORG PARTNER PROGRAM, THE PARTNER (ON BEHALF OF ITSELF OR THE ENTITY THAT IT REPRESENTS) HEREBY AGREES, ACKNOWLEDGES AND ACCEPTS TO BE BOUND BY THIS AGREEMENT.

IF PARTNER DOES NOT AGREE WITH THE PROVISIONS OF THIS AGREEMENT, PARTNER SHOULD NOT CONTINUE TO USE THE PLAYTHEGLOBE.ORG PLATFORM.

This Agreement is entered into between:

- i. Global Players, a company incorporated under the laws of the Netherlands and having its registered seat at Eerste Helmersstraat 76-3, 1054DL, Amsterdam, the Netherlands (hereby "Global Players"), and
- ii. Partner, whose details are set out in the Partner Information ("Partner").

This Agreement may be amended or supplemented by Global Players, by giving notice to the Partner of any material changes, at any time. The revised version will be deemed to have been accepted by Partner in consideration of Partner's ongoing benefits under this Agreement unless Partner serves notice to terminate this Agreement.

1. **Scope of Services.** The Partner hereby engages Global Players to promote and sell its accommodations, activities, and other services to Global Players' customers through Global Players' online platform, direct referrals, and global network. Global Players agrees to use its best efforts to promote and sell the Partner's accommodations, activities, and other services to its customers.
 - 1.1. Global Players' Responsibilities:
 - 1.1.1. promote Partner on itineraries to Athletes and Teams as Global Players sees fit according to the customer's wishes on location, dates, sports;
 - 1.1.2. introduce Athletes and Teams directly to Partner to commence booking process through the Direct Referral Service
 - 1.1.3. promote Partner on Global Players' website and social media channels
 - 1.2. Partner's Responsibilities:
 - 1.2.1. provide prompt and reasonable cooperation, assistance and support to Global Players' Referral in respect of Global Players' operation and

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management of the playtheglobe.org Platform and the Direct Referral Service;

- 1.2.2. ensure the accuracy and timely updating of events, i.e. Tournament dates, availability of accommodation, etc. by communicating with Global Players
 - 1.2.3. provide high resolution logo, photos, and agreed-upon verbiage for co-branding Partnership
 - 1.2.4. promote Global Players on Partner's website and social media channels
2. **Marketing and Promotion.** Global Players agrees to collaborate with the Partner in the planning, development, and execution of global marketing campaigns and broader promotional efforts. Both Global Players and the Partner shall have the right to use each other's logos, trademarks, and other branding assets in connection with these campaigns, subject to mutual approval. Any such use shall be in accordance with each party's brand guidelines and applicable intellectual property laws. Both parties agree to maintain the integrity of the other party's brand, ensuring proper representation in all marketing and promotional materials.
3. **Basic Commission.** The Partner agrees to remit to Global Players a commission equal to **ten percent (10%)** of the total booking cost (gross fees, exclusive of taxes) for each booking facilitated through the Global Players online platform and/or Direct Referrals to the Partner. The following parties are subject to such commission payable to Global Players:
- 3.1. **TEAMS:** To establish and encourage a precedent that Host Teams shall be compensated in a manner consistent with other Tour Activities, Partners which are Sports Teams or Clubs hosting friendly matches or training sessions with visiting international teams agree to the following terms:
 - 3.1.1. The Host Team shall receive a fee of \$250 USD (or equivalent in Home Currency) per training session, game, or event conducted with the visiting international team.
 - 3.1.2. From the amount received, the Host Team agrees to remit to Global Players a commission of 10%, or \$25 USD, whichever is higher, for each training session, game, or event.

Example: If a visiting team holds two (2) training sessions and one (1) match on separate days within a one-week period, the total compensation will be \$750 (3 events x \$250 per event). The host team will then pay Global Players \$75 (10% of \$750).

National Teams: National teams may elect to charge a higher rate at their discretion. However, the minimum recommended rate is \$250 USD per training session, game, or event.

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- 3.2. **TOURNAMENTS:** Partners hosting Sports Tournaments or Events agree to remit to Global Players a fee equivalent to ten percent (10%) of the total participation fees collected from individuals or teams that register through Global Players' online platform or are referred directly by Global Players. Payment is due based on the total fees paid by such referred parties.
- 3.3. **ACCOMMODATIONS:** Partners in the Accommodations sector (including but not limited to hotels, hostels, camping and similar lodging establishments) agree to remit to Global Players a commission equivalent to ten percent (10%) of the total lodging fees received from individuals or teams referred through Global Players' online platforms or direct referrals. This commission shall apply to lodging fees, inclusive of breakfast, but shall expressly exclude any charges related to additional dining or food and beverage (F&B) services beyond breakfast.
- 3.4. **GYMS:** Partners engaged in the operation of Gyms or Athletic Activities agree to remit to Global Players a fee equal to ten percent (10%) of the total revenue received from any individuals or teams who have registered or engaged with the Partner's services through Global Players online platforms or as a result of direct referrals provided by Global Players. Payment is due based on the total fees paid by such referred parties.
- 3.5. **RESTAURANTS:** Partners classified as Restaurants or Dining Facilities agree to remit to Global Players an amount equal to ten percent (10%) of the total revenue received from Individuals or Teams who are referred through Global Players' online platforms or direct referrals. Payment is due based on the total fees paid by such referred parties.
- 3.6. **TOURS & ACTIVITIES:** Partners offering tours, activities, or experiences, including but not limited to city tours, museum visits, and cooking classes (collectively, "Tours and Activities"), agree to remit to Global Players a commission equal to ten percent (10%) of the total fees received from individuals or teams that have been referred by Global Players, either through its online platform or via direct referrals. Payment is due based on the total fees paid by such referred parties.
- 3.7. **THIRD-PARTY OPERATORS:** Partners who operate as full-service Third-Party Tour Operators agree to remit to Global Players a fee equivalent to ten percent (10%) of the total gross revenue received from Individuals or Teams that are introduced to the Operators through Global Players online platform or direct referrals. Payment is due based on the total fees paid by such referred parties.
4. **Tiered Commission:** Global Players reserves the right to implement a Tiered Commission Structure upon providing the Partner with no less than 120 days' prior

written notice. The Tiered Commission Structure shall be administered in accordance with the terms outlined below:

- 4.1. Tier 1: 1-19 Persons in the Group Booking: 10%
- 4.2. Tier 2: 20-29 Persons in the Group Booking: 12%
- 4.3. Tier 3: 30-39 Persons in the Group Booking: 14%
- 4.4. Tier 4: 40+ Persons in the Group Bookings: 16%

5. **Commission Terms.**

5.1.1. Payment Timing and Method:

- 5.1.1.1. When a customer books through the Partner, commission shall be paid to Global Players at the point of sale. This payment may be made electronically, or alternatively, the Partner shall provide an invoice to Global Players. Upon receipt of such invoice, Global Players will issue an invoice for a commission rate of 10%. Payment for the commission must be made within 30 days from the date the Partner receives payment from the customer.
- 5.1.1.2. For bookings made with an Accommodation Partner through the online platform or via direct referrals, commission shall be paid to Global Players on the date of check-in.

5.1.2. Deductions and Withholdings: All commission payments must be made in cleared funds without any deduction, set-off, or withholding of any taxes, imports, duties, or other charges imposed by any governmental or fiscal authority, whether present or future. If the Partner is required to make any such deductions or withholdings, it shall pay Global Players any additional amounts necessary to ensure that Global Players receive the full net amount specified in the invoice. The Partner shall be responsible for and liable to cover any taxes, imports, duties, and withholdings beyond the full net commission payment due to Global Players.

5.1.3. Currency and Exchange Rates: The commission invoiced by Global Players shall be paid by the Partner in the currency specified in the invoice from Global Players or as designated by the online platform. Global Players reserves the right to issue invoices in either a major currency (e.g., EUR or USD) or the local currency of the Partner. The exchange rate used shall be the interbank rate (closing rate as of 16:00 EST) on the last day of the month to which the invoice period relates, as promulgated by major international financial institutions or service providers selected by Global Players.

6. **Payments.** The Partner shall use its best efforts to ensure that each booking made is accurately recorded and transmitted to Global Players in a timely manner. The Partner shall have the right to reject any booking that does not meet its standards or requirements.

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- 6.1. **Direct Deposit:** Payment shall be made by the Partner directly to Global Players through Direct Deposit. If Direct Debit is not available, then by wire transfer to the bank account identified by Global Players. Global Players may from time to time settle the invoice (in whole or in part) in accordance with other means of payment (such as by cheque or via payment agencies). The Partner shall bear all bank charges for the transfer of the funds;
 - 6.2. **Facilitated Payments:** The Partner may elect Global Players to collect payments on behalf of the Partner and disburse funds after deducting the commission.
 - 6.3. **Disputes:** If there is a dispute between Global Players and the Partner (e.g. on the amount of the Commission), the Partner shall pay any undisputed part of the Commission in accordance with the terms of the Agreement, notwithstanding the status or nature of the dispute.
 - 6.4. **Partner Commission Evidence:** The systems and records of Global Players will be used to calculate and (unless evidence is presented to the contrary within three (3) Business Days of receipt of the Invoice) will be considered conclusive evidence in respect of the calculation of the amount of the Partner Commission.
 - 6.5. **Late Payment Penalties:** Global Players enforces penalties for late payment of commission from Partners. If a partner does not pay their commission on time, Global Players will send reminders and may charge interest on the outstanding amount. Additionally, failure to make timely payments could lead to further penalties such as temporary suspension from the platform, meaning the Partner's listings might no longer be bookable until the outstanding amount is settled. Global Players maintains the right to escalate the matter further if payments continue to be delayed, which could involve sending the case to a debt collection agency.
 - 6.6. **Security Deposit Management:** The Partner is responsible for communicating directly with the booking party if any Security Deposit is required and what are the Partners' Terms and Conditions.
7. **Taxes.** The Partner shall be solely responsible for determining and discharging its obligations under all applicable laws regarding the reporting, collection, remittance, or inclusion in the price of any applicable Value Added Tax (VAT) or other indirect taxes, including but not limited to occupancy taxes, tourist taxes, income taxes, or any other taxes (collectively, "Taxes"). The Partner agrees to comply with all relevant tax regulations and to indemnify Global Players for any liability arising from the Partner's failure to fulfill these obligations.
 8. **Customer Service.** The Partner shall assume full responsibility for managing all customer service matters related to bookings, including but not limited to cancellations, refunds, and modifications. The Partner shall directly handle all communications with customers concerning booking modifications and shall be liable for any additional amounts, fees, or taxes incurred as a result of such modifications. Global Players shall provide reasonable cooperation to the Partner in addressing and resolving any customer service issues that may arise.

- 8.1. Partner Review System: Global Players employs a review system that allows customers to rate and review the services provided by the Global Players and the Partner. Customer feedback is utilized by Global Players to maintain service quality standards and may influence the Partner's performance evaluation. Global Players reserves the right to implement incentives or penalties based on the Partner's performance as reflected in the customer reviews.
 - 8.2. Quality Control Inspections: Global Players reserves the right to conduct periodic quality control inspections of the Partner's services to ensure compliance with the agreed-upon standards. Such inspections may be conducted at Global Players' discretion and without prior notice.
 - 8.3. Partner Training and Support: Global Players agrees to provide the Partner with training and ongoing support to facilitate the Partner's understanding of the platform and to optimize the effectiveness of the Partnership. The training and support provided shall be designed to enhance the Partner's capability to fully utilize and benefit from Global Players online platform and direct referrals.
9. **Refunds and Cancellations.** In the event of a customer cancellation, if the Partner has received any fees or charges, including a Security Deposit, in accordance with the Partner's Cancellation Policy, Global Players shall be entitled to a commission based on the agreed-upon rate. This commission shall be calculated on the total fees and charges, including the Security Deposit, received by the Partner. The Partner agrees to remit the commission to Global Players promptly as per the terms outlined in this Agreement.
10. **Term, Termination, and Suspension.**
- 10.1. Duration: Unless agreed otherwise, this Agreement will commence on the "Effective Date" and continue until terminated in accordance with its terms.
 - 10.2. Voluntary Termination: Either party may terminate this Agreement upon 30 days written notice to the other party.
 - 10.3. Suspension: If Global Players considers that the Partner is in material breach of this Agreement, Global Players reserves the right to suspend the Partner's listing immediately.
 - 10.4. Wind Down: In the event of a termination of this Agreement, the parties agree to honor any Reservations made before the termination date and, for this purpose, shall continue to comply with all obligations in this Agreement which are reasonably necessary for the purpose of honoring such Reservations.
11. **Confidentiality.** The Parties agree to maintain the confidentiality of all information related to this Agreement and to refrain from disclosing such information to any third party without the prior written consent of the other Party, except as required by law. Confidential information shall be used solely for the purpose of performing obligations under this Agreement and shall be protected with the same degree of care as the Parties use to protect their own confidential information.

12. **Customer Data and Privacy.** Both Global Players and the Partner agree to comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR). The Parties shall delineate and adhere to their respective responsibilities concerning data handling and protection. This includes implementing appropriate technical and organizational measures to safeguard customer data against unauthorized access, loss, or misuse.
13. **Exclusive Use of Customer Data.** All customer data acquired through direct referral or the online platform remains the exclusive property of Global Players. The Partner shall have no rights to use such data beyond the scope necessary for the performance of its obligations under this Agreement. The Partner agrees to utilize the customer data solely for the purposes defined in this Agreement and to refrain from using it for any other purpose, including but not limited to, marketing, sale, or redistribution.
14. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall either party be liable to the other or any third party for any indirect, consequential, incidental, special, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, loss of data, or business interruption whether arising from contract, tort (including negligence), strict liability, or otherwise, even if such party has been advised of the possibility of such damages.
 - 14.1. **Cap on Liability:** Subject to Clause 14.2, the maximum liability of a party for all claims whether in contract, tort (including negligence), breach of statutory duty or otherwise made against such party by the other party under or in connection with this Agreement in a year will not exceed the greater of: (a) the aggregate Partner Commission in the preceding calendar year up to EUR 1,000,000, and (b) EUR 100,000.
 - 14.2. **Exclusions:** The limitations set forth in this clause shall not apply to:
 - 14.2.1. Claims related to death or personal injury caused by negligence of a party.
 - 14.2.2. Any liability arising from fraud or fraudulent misrepresentation.
 - 14.2.3. Any indemnification obligations under this Agreement.
 - 14.3. **Mitigation of Damages:** Each party shall have a duty to mitigate damages that would otherwise be recoverable from the other party pursuant to this Agreement by taking reasonable actions to reduce or limit the amount of such damages.
 - 14.4. **Force Majeure Events:** Neither party will be liable for a breach of or liability under this Agreement caused by a Force Majeure Event. Each party undertakes to notify the other party within 72 hours should a Force Majeure Event occur and impact the performance under this Agreement. The party whose performance of obligations is impacted by the Force Majeure Event shall use reasonable efforts to mitigate the impact of the Force Majeure Event. As soon as the Force Majeure Event resolves, the prevented party shall promptly resume operations.
15. **Indemnification and Hold Harmless.** The Partner agrees to indemnify, defend, and hold harmless Global Players, its officers, directors, employees, agents, and affiliates

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from and against any and all claims, demands, liabilities, damages, losses, judgments, awards, fines, penalties, and costs (including reasonable attorney's fees and legal expenses) arising out of or in connection with:

- 15.1. **Misrepresentation:** Any misrepresentation, inaccuracy, or breach of warranty made by the Partner, whether intentional or unintentional, in the course of fulfilling its obligations under this Agreement.
 - 15.2. **Breach of Law:** Any breach or alleged breach by the Partner of applicable laws, regulations, or government orders, including but not limited to tax evasion, employment and labor law violations, environmental regulations, or any failure to comply with industry standards relevant to the services offered by the Partner.
 - 15.3. **Negligence or Misconduct:** Any acts of gross negligence, willful misconduct, or unlawful activity by the Partner, its employees, agents, or subcontractors, including failure to maintain the standard of care expected in providing services to athletes, teams, or other third parties.
 - 15.4. **Third-Party Claims:** The Partner further agrees to indemnify and hold Global Players harmless from any and all third-party claims, including but not limited to claims by athletes, teams, customers, or regulatory authorities, that arise directly or indirectly from:
 - 15.5. **The Partner's Services:** Any injury, damage, or loss caused by or related to the services offered or provided by the Partner, including but not limited to accommodation, transportation, events, or activities.
 - 15.6. **Violation of Third-Party Rights:** Any infringement or alleged infringement of third-party intellectual property rights or any violation of privacy rights or data protection laws committed by the Partner in connection with this Agreement.
 - 15.7. **Procedure:** In the event that Global Players receives notice of a third-party claim for which it seeks indemnification under this clause, it shall notify the Partner in writing as soon as reasonably practicable. The Partner shall have the right to assume control of the defense of such claim, provided that:
 - 15.8. The Partner acts promptly and diligently in handling the defense.
 - 15.9. Global Players reserves the right to participate in the defense at its own cost.
 - 15.10. The Partner shall not settle or compromise any claim in a manner that imposes obligations on Global Players or affects its rights without Global Players' prior written consent.
 - 15.11. **Survival:** The obligations under this indemnification clause shall survive the termination or expiration of this Agreement.
16. **Jurisdiction.** All disputes or claims arising in connection with this Agreement will be subject to the exclusive jurisdiction of the Amsterdam District Court, with proceedings conducted in English before the Chamber for International Commercial Matters ("NCC"). If a dispute or claim is held not to fall within the competence of the NCC, the parties agree that it will exclusively be resolved by the Court of Amsterdam, the Netherlands.
 17. **Governing Law.** This Agreement, and any matter, claim or dispute arising in connection with it, will be governed by Dutch law.

18. **Entire Agreement.** This Agreement constitutes the whole and only agreement between the parties relating to its subject matter and supersedes and excludes all prior agreements or arrangements made between them that relate to it.
19. **Severability:** If any Clause (or part of a Clause) in this Agreement is unenforceable, invalid or illegal for any reason, the other Clauses of this Agreement will remain in force as if they had been executed without the offending text appearing in this Agreement (and the offending text will be deemed to be substituted with drafting that has the closest effect and is enforceable).
20. **Obligations Under This Agreement.** Unless this Agreement has been terminated by Global Players in circumstances where the Partner is in material breach of this Agreement, the Partner will pay accrued and payable Commission in accordance with the terms of this Agreement, provided the contact details and bank account supplied by Global Players are correct. If the Partner is unable to pay the Commission for up to six (6) months following the termination date, because the information is incorrect or incomplete, then Global Players will be deemed to have effectively waived its right to such Commission and no Commission will be due.
21. **E-Signatures and Counterparts:** Unless Applicable Law requires otherwise, this Agreement may be agreed and/or executed through online processes or using electronic signatures. If an effective date has not been stated within this Agreement, it will come into effect on the date that the last party signs it or indicates acceptance through online processes.
