

AGREEMENT

BETWEEN:

- (1) **FUTEBOL CLUBE DO PORTO – FUTEBOL, S.A.D.**, whose registered office is at Estádio do Dragão, Via FC Porto, Entrada Poente, Piso 3, 4350 – 451 Porto, Portugal, hereby represented by its undersigned members of the Board of Directors, hereinafter referred to as the “CLUB”; and
- (2) **MATIAS BUNGE** a licensed Players Agent along with the company GRUPO COMERCIALIZADOR CONCLAVE SA, which the Agent utilises for the purpose of organising and executing his professional activity and whose registered office is at Mexico City, Mexico with the VAT number GCC 090122478, hereinafter collectively referred to as the “AGENT”

WHEREAS:

- (A) The Mexican Football Association licensed player’s agent MATIAS BUNGE along with GRUPO COMERCIALIZADOR CONCLAVE SA has provided services to the CLUB in connection with the CLUB’S negotiations with the football player DIEGO ANTONIO REYES ROSALES, with Mexican nationality, date of birth 19th September 1992 (“the PLAYER”), with a view to the Player signing a professional football employment contract governing his future employment with the CLUB. The Player has signed a professional football employment contract with the CLUB, dated 12th December 2012 (the “Employment Agreement”).
- (B) The services already provided by the AGENT (the “Services”) to the CLUB are set out in clause 1 of this agreement (the “Agreement”).

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[Signature]

- (C) The CLUB has agreed to pay the AGENT in respect of the provision of the Services on the terms and conditions set out in this Agreement the amount referred in clause 2 of this agreement.

IT IS AGREED as follows:

1. The AGENT has provided to the CLUB the following Services:

- (a) Advising the CLUB on negotiation strategy;
- (b) Acting as an intermediary for the CLUB in communicating its proposed contractual terms to the PLAYER; and
- (c) Convincing the PLAYER to accept the Club's terms instead of pursuing other alternatives that may be open to the PLAYER.

2.1 In consideration of the services provided by the AGENT to the CLUB, the CLUB shall pay to the AGENT – i.e. to the Bank Account of GRUPO COMERCIALIZADOR CONCLAVE SA - the agreed sum of **€ 700.000** (Seven Hundred Thousand Euros), against presentation of the respective invoice, which shall refer all the relevant Bank Account details, as well as the Portuguese tax form n.º 21 regarding the Avoidance of Double Taxation. Such amount shall be payable, by way of Bank transfer, in two equal instalments, the first on the 31st January 2013 and the second on the 05th July 2013.

2.2 Further, in case the CLUB transfers on a permanent basis the PLAYER in the future to a third club, the CLUB shall pay to the AGENT an additional amount of € 300.000 (Three Hundred Thousand Euros).

2.3 Furthermore, each time the CLUB and the PLAYER renew the PLAYER's Employment Agreement and if the AGENT provides services to the CLUB in connection with such renewal, then the CLUB shall pay to the AGENT the amount of € 200.000 (Two Hundred Thousand Euros).

3. The terms of this Agreement are strictly confidential and shall at no time be divulged to a third party without the prior written consent of both, except:
- a) To the appropriate football authorities;
 - b) If required by applicable laws or regulations of the Stock Exchange or other recognised investment exchange;
 - c) As required by governmental department, official or agency;
 - d) To our respective professional advisers on terms that the same shall be kept confidential;
4. The settlement of any dispute between the parties to this Agreement shall be resolved by FIFA's competent arbitral body under the Regulations of FIFA.

Date: 12th December 2012.



FC PORTO – FUTEBOL, SAD



MATIAS BUNGE



GRUPO COMERCIALIZADOR CONCLAVE SA