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Agreement



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THE UNDERSIGNED:

1. The private limited liability company FC Twente'65 B.V., having its registered office at Colosseum 65 in Enschede The Netherlands, hereby duly represented by its Chairman, Mr. J.V. Munsterman and its Vice Chairman, Mr. A.Th.M. van der Laan hereinafter referred to as: **"CLUB"**;

and

2. Grupo Comercializador Conclave SA DE CV, having its registered office at Mexico City, Mexico, hereby duly represented by its Attorney Mr. M. Bunge, hereinafter referred to as: **"Conclave"**;

Club and Conclave together to be referred to as **"Parties"**.

CONSIDERING THAT:

- CLUB is a professional football club that participates in the professional football competition of the Netherlands (at present Eredivisie);
- the Club has entered into an employment contract (hereinafter referred to as: 'the employment contract') with Mr J.M. Corona, born on 9 January 1993 (hereinafter referred to as: 'the Employee') for the period from 1 September 2013 to 1 July 2017
- Club was interested in the incorporation of the Employee, and, for his financial situation, it was particularly interesting for the Club the existence of an investor on the financial rights arisen from the register right of the player.
- Conclave has worked to find an investor on the financial rights of the player, which has paid the amount of USD\$ 3,000,000 for the 60% of such rights.
- Parties intend to set out their mutual rights and obligations in this agreement (hereinafter referred to as: **"Agreement"**).

DECLARE TO HAVE AGREED UPON THE FOLLOWING:



Stersponsoren



Maatschappelijk
Partner



Teamwear Partner



Auto- en
leasepartner



Preferred Supplier





Article 1:

- 1.1 As fee for this services of Conclave the Club hereby recognize that they will pay 10% of the fee for the eventual transfer of the Employee to a third Club to Conclave.
- 1.2 It is expressly agreed that the payment of a compensation for the early termination of the employment contract of the Employee, will be shared on the same basis as mentioned in article 1.1.
- 1.3 It is expressly agreed that any amount which could be received for the loan of the player from a third Club will be shared on the same way as mentioned in article 1.1. in case the loan income is more than the salary expenses (being the difference between loan income and salary expenses. For example: if Loan fee is € 2.0 million and the salary expenses are € 1.5 million, the money to share is € 500,000).

Article 2: Right to a share in future transfer compensation fee

- 2.1 In case of a future transfer of the Player from CLUB to a third club, the COMPANY is entitled to receive a share in the future net-compensation fee of the Player in accordance with Article 2.3.
- 2.2 The net Compensation fee in this regard being the Compensation fee minus the solidarity contribution as mentioned in the FIFA Regulations or the Royal Netherlands Football Association (hereinafter referred to as: "KNVB") and minus the percentage of 90% as agreed upon with the Club.

CLUB will pay the amount Conclave is entitled to within 14 days after CLUB received the net Compensation fee. In case the net Compensation fee with regard to the transfer of the Player from CLUB to a third club will be paid in separate instalments, the amounts due in accordance with this article Conclave is entitled to, will be paid in instalments on a pro rata basis accordingly.

For the avoidance of any doubt, it is agreed that, in the case the Club received a transfer fee of 100.-€, from a third Club, the company will have to receive 10.-€, whichever other agreements the Club could sign with third parties.

- 2.3 CLUB shall provide Conclave with a summary of the gross Compensation fee concerning the transfer of Player from CLUB to a third club.
- 2.4 It is by the Regulations of the FIFA and KNVB for Conclave explicitly forbidden directly or indirectly or any other way to influence the policy of CLUB.
- 2.5 Conclave is aware of the fact that it bears the risk that COMPANY will not receive any fee. Conclave explicitly accepts and agrees to this.



Article 3

Option Club

- 3.1 Conclave irrevocably offers the Club to buy the 10% share as mentioned in article 2 unilaterally. The Club shall be required to accept the aforementioned offer in writing 5 days before the date as mentioned below.
- 3.2 In the event that the Club accepts the aforementioned offer, the Club has to pay the following amounts to Conclave:
- a. € 550,000 before 30 September 2013
 - b. € 650,000 after 30 September 2013 and before 31 December 2013
 - c. € 850,000 after 31 December 2013 and before 31 May 2013

Article 4

Termination of the Agreement

- 4.1 This Agreement can be unilateral terminated immediately per registered mail by a Party in the case the contracting Party acts contrary to any condition stated in this Agreement and this contracting Party did not adhere to this condition within ten (10) days after being informed per registered mail on its contrary course of action. This notice of default by letter including the term stated is always required, except in case complete fulfillment is not possible anymore respectively not useful or in the Agreement a term is stated within must be performed. A termination as mentioned in the first sentence of this paragraph does not alter the right of the terminating Party to claim under common law compensation for damages and costs. Parties agree to exclude the right to terminate this Agreement for situations as mentioned in this paragraph.
- 4.2 This Agreement shall be deemed to be dissolved by law, therefore without further intervention of a Court, if
- Conclave has received its share in the net Compensation fee;
 - one of the Parties is in bankruptcy;
 - one of the Parties is in the process of dissolving or liquidating;
 - to one of the Parties suspension of payment is granted; or
 - one of the Parties ceases its activities.
- 4.3 If at any time during this Agreement it becomes apparent that CLUB will not meet the financial obligations of this Agreement, then CLUB is obliged to inform Conclave immediately about this.

Article 5

Applicable law, competency and confidentiality

- 5.1 This Agreement is governed by Swiss Private Law.



- 5.2 Any dispute arising out of this Agreement shall be submitted to the Court of Arbitration for Sport (CAS), seated in Lausanne.
- 5.3 Parties agree to keep the terms of this Agreement confidential and secret, during as well after ending this Agreement. This is also applicable towards the Player and the Player's agent(s).
- 5.4 This Agreement constitutes the entire agreement and understanding between CLUB and Conclave with respect to the subject matter of this Agreement and may not be changed or modified except by a separate written agreement signed by both CLUB and Conclave.
- 5.5 Every removal, addition and/or amendment of any of the provisions as laid down in this Agreement, are solely binding insofar as this is agreed upon in writing and signed by the parties.
- 5.6 If any provision in this Agreement shall be held to be invalid or in breach with imperative law, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the validity of the remainder of this Agreement shall not be affected. To the extent permitted by law, such provision shall be deemed substituted by provisions (i) that are valid and (ii) the operation and effect of which are as similar as possible to the provisions they replace.
- 5.7 Conclave can not sell their share in the future transfer of the Player without a written confirmation of the CLUB. Conclave has the right to transfer their share in the future transfer to another entity controlled by him.
- 5.8 Parties declare and guarantee that they are entitled to conclude this Agreement and to provide the rights to each other as laid down in this Agreement.

Agreed upon and drawn up in duplicate at Enschede on 26 August 2013.

Signed and legally binding both Parties
FC Twente '65 B.V.

.....
Mr. J.V. Munsterman
Chairman

.....
Mr. A.Th.M. van der Laan
Vice-Chairman

Conclave

.....
Mr. M. Bunge
Attorney