



TALENT DEVELOPMENT AGREEMENT

between

Talent: [Name] _____ [Family Name] _____ ,
born ___/___/___ , [dd/mm/yyyy]

Street: _____ ,

City: _____ ,

CH Canton: _____ ,

Zip Code: _____ ,

legally represented by his parents

[Name] _____ [Family Name] _____ ,

and [Name] _____ [Family Name] _____ ,

(hereinafter the '**Talent**')

and

Basketball Dream GmbH,

(hereinafter '**Basketball Dream**')

(the Talent and Basketball Dream hereinafter each a '**Party**' and collectively the '**Parties**')

WHEREAS:

- (A) The Talent is a promising and dedicated young basketball player looking to further develop his talents and basketball skillset, with an aim to maximize his potential and with the ultimate goal to join a team on the semi-professional or professional level.
- (B) Basketball Dream aims to create a thriving community for young basketball players in Switzerland to ensure and provide development and growth opportunities and to foster the players' growth as individuals and team members, their businesses and to build their network within the Swiss basketball community.
- (C) The Talent wishes to benefit from the services provided by Basketball Dream and Basketball Dream is willing to provide services at the terms and conditions set forth in this talent development agreement (hereinafter this '**Agreement**').

NOW THEREFORE, the Parties agree as follows:

1. SERVICES

1.1. Development Services

Basketball Dream develops the Talent in his basketball endeavors and supports the Talent in his athletic progress, in particular without limitation by providing the development services outlined in clauses 1.1.1–1.1.3 hereunder (hereinafter the '**Development Services**')

1.1.1. Young Talent Development Program:

Basketball Dream shall:

- (i) provide personal coaching and growth path management;
- (ii) design tailor-made basketball conditioning drills and tips with a personalized program;
- (iii) render consulting services for starting-up a semi-professional or professional basketball career;
- (iv) facilitate and create different experiences and opportunities that help the Talent to grow its leadership profile and skills set;
- (v) facilitate the participation in international basketball camps or stages; and
- (vi) support the Talent in finding schools or universities with basketball programs based on their individual academic needs.

1.1.2. Public Relationship Program:

Basketball Dream endeavors to:

- (i) maintain relations with internet blogs, social media channels, radio, TV, public institutions and fans;
- (ii) organize and manage press conferences;
- (iii) position the Talent on Swiss radio and/or TV broadcasts; and
- (iv) design, implement and promote the Talent's personal website on the internet.

1.1.3. Personal Brand Program:

Basketball Dream shall provide consulting services to the Talent with respect to:

- (i) the promotion and commercial exploitation of the Talent's image;
- (ii) the positioning of the Talent as a testimonial in advertising campaigns for companies and products;
- (iii) multi-channel marketing campaigns or individual communication events; and
- (iv) the search and selection of commercial sponsor companies.

1.2. Agency Services

- 1.2.1. Basketball Dream shall use its best efforts to market the Talent in Switzerland and abroad with an aim to (i) place the Talent on the roster of a semi-professional or professional team, and (ii) obtain personal sponsorships for the Talent.
- 1.2.2. The authority granted by the Talent to Basketball Dream to perform Agency Services shall be intended as exclusive.

2. UNDERTAKINGS AND AUTHORITY OF BASKETBALL DREAM

- 2.1. Basketball Dream confirms that the Young Talent Development Program will be personally led by one of Basketball Dream's experienced and qualified coaches listed in **Annex 1**, as amended from time to time by the Parties.
- 2.2. In the performance of any of the services under this Agreement, Basketball Dream shall use its best efforts at all times and thereby act in good faith, in a diligent and professional manner and in the best interest of the Talent.
- 2.3. This Agreement does not entitle Basketball Dream to conclude any agreement on behalf of the Talent.

3. OBLIGATIONS OF THE TALENT

3.1. Training

- 3.1.1. The Talent shall participate in trainings in accordance with the personal training schedule pursuant to clause 4 hereunder, in training camps as organized by Basketball Dream outside of the Talent's personal training schedule and shall carry out personal workouts in accordance with Basketball Dream's instructions and/or regulations.
- 3.1.2. The Talent shall comply with Basketball Dream's instructions, rules and administrative regulations, as communicated to the Talent during the term of this Agreement.

3.2. Contribution to marketing and sponsor activities

- 3.2.1. The Talent is required to take part in Basketball Dream's commercial and marketing activities, in particular without limitation participate in the fulfillment of sponsor contracts, when asked to do so by Basketball Dream.
- 3.2.2. The Talent may refuse to take part in commercial or marketing activities if the participation would be in conflict with the Talent's ethical or moral conviction.
- 3.2.3. The Talent is required to use the equipment that Basketball Dream makes available for training and representation. The Talent shall be loyal to Basketball Dream's sponsors and shall not enter into personal marketing agreements if not managed by Basketball Dream.

3.2.4. When representing the own basketball team, the Talent is required to follow the marketing regulations that apply to his team. If the own team does not have regulations regarding the use of equipment, the Talent must use the equipment made available by Basketball Dream (e.g., shoes or sweatbands provided by Basketball Dream's sponsors).

3.3. Doping or prohibited methods

The Player is obliged to refrain from the use of means and methods that are prohibited according to the regulations of SwissBasketball (Fédération Suisse de Basketball), Swiss Olympic Association, and/or any other competent authority.

4. TRAINING SCHEDULE

The Parties shall agree on a personal training schedule, which shall be compatible with the Talent's education program and team basketball practices, according to the principles set forth in **Annex 2**.

5. REMUNERATION

5.1. Fee for Development Services

The Talent shall remunerate Basketball Dream for the Development Services with the flat annual fee set forth in **Annex 3**, as amended from time to time by the Parties (hereinafter the 'Fee').

5.2. Commission for Agency Services

For the Agency Services provided by Basketball Dream under this Agreement, the Talent shall pay Basketball Dream a variable commission in the amount set forth in **Annex 4**, as amended from time to time by the Parties (hereinafter the 'Commission'), based on the amount paid to the Talent under a relevant contract, if any.

5.3. Payment / Expenses

5.3.1. The Fee is due and payable in advance, upon the effective date of this Agreement.

5.3.2. The Commission is due and payable 10 days after the payment of any amount to the Talent under a relevant contract.

5.3.3. The Fee and the Commission shall be paid in Swiss francs and include the reimbursement of all expenses incurred by Basketball Dream in the performance of any services provided under this Agreement.

6. LIABILITY OF BASKETBALL DREAM

- 6.1. Basketball Dream does not guarantee the positive outcome of any of the services provided under this Agreement and can therefore not be held liable if the outcome does not match the Talent's expectations.
- 6.2. For any services provided by Basketball Dream under this Agreement, liability shall be excluded to the maximum extent permitted by law.

7. USE OF PERSONAL DATA

The Talent explicitly authorizes the Talent Developer to use the Talent's name and/or other personal data pertaining to the Talent, as well as any pictures or videos of the Talent, for marketing purposes and to the extent necessary to perform the services under this Agreement.

8. DURATION AND TERMINATION

- 8.1. This Agreement is entered into for an initial fixed term of 12 (twelve) months and shall be automatically extended for successive and consecutive fixed terms of 12 (twelve) months each, unless either the Talent or Basketball Dream decides not to extend this Agreement by giving a 3 (three) months written notice prior to the end of the initial or extended term, as the case may be.
- 8.2. Basketball Dream may at any time give written notice to the Talent terminating this Agreement with immediate effect, if the Talent is not following the 'OBLIGATIONS OF THE TALENT' pursuant to clause 3 of this Agreement.
- 8.3. The Talent may at any time give written notice to Basketball Dream terminating this Agreement with immediate effect, if the Talent is objectively not able to benefit from the services provided by Basketball Dream under this Agreement over a consecutive period of 3 (three) months or more (due to injury, illness or otherwise);
- 8.4. Upon termination of this Agreement pursuant to clause 8.2 or 8.3, the Talent shall be entitled to a refund of the relevant *pro rata* portion of the Fee.
- 8.5. Termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities accrued prior to the date of termination.

9. MISCELLANEOUS

9.1. Confidentiality

The Talent shall not disclose to any third party and keep strictly confidential any details regarding this Agreement, Basketball Dream, Basketball Dream's business, including without limitation any information regarding any of Basketball Dream's sponsors.

9.2. Entire Agreement

This Agreement shall replace all earlier written and verbal agreements of the Parties on the subject matter herein agreed.

9.3. Amendments

Any modification or amendment to this Agreement, including its annexes, must be in writing and signed by both Parties.

9.4. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions. If any provision proves to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable provision with a valid one which comes as close as possible to the economic purpose of the invalid or unenforceable provision.

9.5. Assignment

Neither Party may assign this Agreement to any person without the other Parties' prior written consent.

9.6. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland.

9.7. Jurisdiction

Exclusive jurisdiction for any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be the place of registration of Basketball Dream.

[separate signature page]

Basketball Dream GmbH

The Talent

Place, date

Place, date

Pietro Catanese
CEO / Marketing Director

[First name last name]

legally represented by his parents

Trésor Quidome
Chief Athletic Director / Coach

[First Name Last Name]

[First Name Last Name]

Annex 1 Coaches

Status: 19 Nov. 18

Name of the Head Coach	Short resumé
- Trésor Quidome	- Co-Founder of Basketball Dream GmbH and Chief Athletic Director - 20+ years of experience in professional Swiss basketball (Lugano Tigers, Fribourg Olympic, Neuchatel...) - Professional coach

Annex 2 Practice Schedule

Status: 19 Nov. 18

Basketball Dream and the coach assigned to the Talent will map the Talent's road to success prior to the start of each 12 months term of this Agreement and thereby organize each phase of the season for the achievement of optimal results.

Typical divisions could be as follows:

- Pre-season conditioning, the period from the last game of the season with the own team to the end date of summer holidays
- Pre-season practice, the period from the start of the school until the day before the first scheduled game with the own team
- In-season practice, the period from the first scheduled game to the last game of the season with the own team.

An outline of a general practice schedule for the entire season is made every year before the pre-season conditioning. Training scheduling, scouting reports, and the Talent's progress often determine the schedule during the regular season.

Annex 3 Annual Fee for Development Services

Status: 19 Nov. 18

The Fee for the term
 starting as of __/__/__ [dd/mm/yyyy]
 and ending as per __/__/__ [dd/mm/yyyy]
 amounts to CHF _____

The Fee is based on the following schema:

Talent Tier	U15	U17	U21
Standard			
Premium			
Star			
Personalized*			

Personalized*: Basketball Dream is also available to designing an effective personalized program to cover any professional exposures

The Talent will be assessed by the coach and assigned to the right Talent Tier prior to each 12 months term of this Agreement to ensure an appropriate and optimal level of training.

The assessment is based mainly on the below criterions:

- sportive skills & techniques
- willingness of the athlete to take instruction and directions
- leadership qualities demonstrated by the athlete
- ability of the athlete to handle criticism and learn from mistakes
- respect exhibited by the athlete towards coaches, officials, spectators, opponents, etc.

For the avoidance of doubt, the provision of the Public Relationship Program pursuant to clause 1.1.2 and Personal Brand Program pursuant to clause 1.1.3 are included for each Talent Tier level without additional costs and profiled for the respective needs.

Annex 4 Variable Commission for Agency Services

Status: 19 Nov. 18

The Commission payable by the Talent to Basketball Dream amounts to 8% (eight percent) of the Net Revenue, as defined hereunder.

'**Net Revenue**' shall be defined as the amount of revenue generated by the Talent under any contract (e.g., semi-professional or professional engagements, personal sponsorships) which had been concluded as a result of the Agency Services or any of Basketball Dream's other efforts, less any expenses incurred by Basketball Dream related to the acquisition of the relevant contracts and to relationship management (e.g., advertising, travel, accommodation).