

BOUT AGREEMENT

Professional Boxing Contest

by and between

Ringside Zone GmbH

Carl-Benz-Straße 9–11, 68723 Schwetzingen

– hereinafter „Promoter“ –

and

Mateus Munhoz Matias Da Penha

[Rua Dom Bosco 287, 13.800-381], Mogi Mirim Sao Paulo, Brazil

Date of Birth: [18.11.1995]

– hereinafter „Fighter“ –

– collectively the „Parties“ –

relating to the boxing event of Promoter on May 15th, 2026 at SAP Arena Mannheim / Germany by Promoter („EVENT“). The Parties agree as follows:

1. Bout Details

(1) Fighter will engage in a professional boxing contest with Nelvie Tiafack („Opponent“), scheduled (6) six rounds at Heavyweight (>200 lbs) to a decision as one of the fights of the Event and according to the rules of the Bund Deutscher Berufsboxer („BDB“) („Bout“). Promoter will promote the Bout. Fighter grants to Promoter all rights required to stage the Bout and to sell tickets of admission to the Bout to the public. The Bout will be conducted and the officials shall be designated in conformity with the rules and regulations of the applicable athletic or boxing commission (BDB) as may sanction the Bout.

2. Commercial Rights

(1) Fighter grants to Promoter the exclusive worldwide commercial rights to the Bout in perpetuity. The rights include the unrestricted right to broadcast, telecast, photograph, record or otherwise reproduce the Bout and the events immediately preceding and following the Bout and between the rounds in any and all media or by any manner, method or device (now known or hereafter devised), including but not limited to the unlimited and unrestricted right to telecast the Bout by means of live, tape delay, or closed circuit television, paid, cable, subscription or toll television, films and tapes for exhibition as well as any advertising, promotional and ticketing rights to the Bout.

3. Purse; Payment

(1) As full compensation for the rights herein granted to Promoter and for the services and performances required of and to be rendered by Fighter herein, and on condition that the Bout is completed in accordance with and subject to the provisions hereof and of the standard boxing contract to be signed as provided herein, Promoter agrees to pay Fighter and Fighter agrees to accept a purse of \$ 7,000 (in words: seven

thousand united states dollars). For the avoidance of doubt, such purse amount may only be paid out to Fighter upon completion of the Bout according to the rules and regulations of the BDB as well as subject to any potential reduction as laid out under Clauses 5 and 10 below.

(2) **Payment; Invoice.** Payment of the net Purse shall be made exclusively by bank transfer (Überweisung) to the bank account designated by Fighter. Fighter shall issue a proper invoice promptly after completion of the Bout and shall include full bank account details (IBAN, BIC, account holder name) with the invoice. Payment shall be made as soon as possible but no later than three (3) to five (5) days after the Bout. Cash payments are permitted and will be made right after the bout. No further purse amounts or other remuneration shall be due to Fighter or any representatives of Fighter for the Bout, except as provided in Clause 4 below.

4. Standard Boxing Contract

(1) Fighter agrees that he will execute and comply with a standard boxing contract for the Bout on the form required by the applicable BDB (herein referred to as the Standard Boxing Contract) and he shall be bound by all of the terms and conditions contained therein.

5. Promotional Obligations

(1) Fighter agrees that he will cooperate and assist in the publicizing, advertising and promotion of the Bout, and that he will appear at and participate in a reasonable number of joint and/or promotional activities (any or all of which may be telecast, broadcast, recorded and/or filmed), at times and places designated by Promoter, including but not limited to:

- Open weigh-in on the day before the fight or such time as necessary
- Public training session at a site to be determined by Promoter one week prior to the Event
- Participation in the initial press conference announcing the Bout, approximately 8–10 weeks prior to the Bout
- Participation in trailer shooting to promote the Bout by German Broadcaster
- A reasonable number of public appearances to promote the Bout; Promoter shall coordinate with Fighter's training camp so as to limit any disruption of Fighter's training regimen

(2) In case of any breach of this provision, Fighter's purse for this Bout shall be reduced by ten percent (10 %).

6. Advertising on Clothing

(1) Except for his nickname and/or the name of his boxing gym and/or training center as well as one sponsored patch not conflicting with any TV and/or sponsor of the Bout and in any event not being a sponsor from or relating to the betting industry, Fighter agrees that no advertising or informational material shall appear on any item of clothing worn by Fighter, his trainers, seconds or assistants, as the case may be. Fighter shall promptly either make corrective action to remove the disapproved material or shall substitute therefore clothing or equipment provided by Promoter.

7. Representations and Warranties

(1) Fighter represents, warrants and agrees that he is free to enter into this Agreement and has not heretofore entered into and will not prior to the Bout enter into any contract or agreement which might interfere with the full and complete performance by Fighter of his obligations hereunder or the free and unimpaired exercise by Promoter of any of the rights herein granted to it. There are no pending claims or litigations affecting Fighter which would or might interfere with the full and complete exercise or enjoyment of any rights granted hereunder. Without the prior written consent of Promoter, Fighter agrees that if between the date hereof and the date of the Bout he participates in and/or is defeated in any boxing match, Promoter shall have the absolute right to cancel the Bout hereunder without further liability or obligation to Fighter.

8. Injunctive Relief; Insurance

(1) Fighter acknowledges and agrees that the services to be rendered or furnished by him and the rights granted to Promoter hereunder are of a special, unique and extraordinary character, giving them peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in an action at law and could cause Promoter irreparable damages and injury. Fighter, therefore, agrees that Promoter shall be entitled to injunctive and other equitable relief to prevent any breach or default hereunder, which shall be in addition to and without prejudice to any other rights or remedies Promoter may have in such events.

(2) Promoter shall have the right, at its election but no later than ten (10) days before the Bout, to obtain life or other insurance upon Fighter in such amounts as it may determine at its costs and expense, including but not limited to insurance against the failure of Fighter to appear to participate in the Bout. Fighter shall have no right, title or interest in such insurance. Fighter shall cooperate and assist Promoter in obtaining such insurance, including submitting to such physical or other examinations as may be reasonably required. A questionnaire regarding the health status of Fighter shall be returned countersigned by Fighter no later than seven (7) days after receipt. Fighter acknowledges that such examinations and the duly answered questionnaire form the basis for any insurance obtained and that Fighter shall be liable for any incorrect and/or unanswered information, specifically including concealment of any pre-bout illness. The results of any physical examination shall be kept strictly confidential. In the event of a cancellation of the Bout due to circumstances connected to Fighter, Fighter shall instruct his physician to reveal the full medical report to Promoter.

9. Force Majeure; Cancellation

(1) In the event that a physician licensed by the competent authority certifies that Fighter and/or Opponent are mentally or physically unable to participate in the Bout as scheduled; or the applicable sanctioning body does not sanction the Bout for the purposes contemplated by this Agreement; or the Bout is delayed or prevented from occurring on the scheduled date by reason of an act of God, fire, flood, war, public disaster, other calamity, strike or labor difficulties, or any governmental or boxing commission enactment, determination or action (including but not limited to either participant's failure to make contracted weight); or the Opponent shall for any reason fail or refuse to participate in the Bout, then Promoter shall, within thirty (30) days after the occurrence of such event, give Fighter written notice thereof and within a further thirty (30) days provide written notice of Promoter's decision to either: (a) reschedule the Bout to a date no later than ninety (90) days after the originally scheduled date, or (b) terminate this Agreement.

(2) Should Promoter reschedule the Bout, this Agreement shall remain in full force and effect. Should Promoter elect to terminate this Agreement, or if the Bout cannot be conducted within four (4) months after the originally scheduled date, this Agreement shall terminate and no Purse shall be due to Fighter. If Fighter fails or refuses for any other reason to fully perform his obligations hereunder, or is in material breach or default, any and all advances paid to Fighter shall be immediately refunded to Promoter.

10. Failure to Make Weight

(1) Should Fighter fail at the official weigh-in to weigh in at or below the contracted weight listed in Clause 1, Fighter agrees that if Opponent agrees to continue with the Bout despite Fighter's failure to make weight, Fighter's purse for this Bout shall be reduced by ten percent (10 %), which may be paid to Fighter's Opponent.

11. Independent Contractor

(1) Fighter acknowledges that his services pursuant to this Agreement shall be provided as an independent contractor and not as an employee of Promoter. Except as expressly set forth herein, Fighter shall be solely responsible for all of his training, managerial and other expenses and shall have exclusive control over the means, methods and details of fulfilling his obligations hereunder.

12. No Waiver; Modifications

(1) No waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by both Parties. Any waiver by either Party shall not be construed as a waiver of any other provision nor shall such waiver operate as a waiver of such provision respecting any future event or circumstance. The terms of this Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

13. Travel and Accommodation

(1) Hotel costs for Fighter plus one (1) person are covered by Promoter (1 single room, 1 double room) from May 12th to May 16th, 2026 (breakfast included). Fighter plus one (1) person will receive per diem per person for food and beverages. Promoter provides two (2) round-trip flights to Germany.

14. Gloves

(1) Fighter and Opponent shall use ten (10) ounce gloves to be selected and provided by Promoter.

15. Governing Law; Jurisdiction

(1) This Agreement shall be construed, interpreted and enforced according to the laws of the Federal Republic of Germany. Exclusive venue and jurisdiction for all disputes arising out of or in connection with this Agreement shall be Schwetzingen, Germany.

Schwetzingen, den

Sao Paulo, den

Ringside Zone GmbH

Mateus Munhoz Matias Da Penha

Fighter