

COOPERATION AGREEMENT

Kazan

24 October, 2018

Limited Liability Company Football Club "Rubin" hereinafter referred to as "Club" represented by General Director Mr. Rustem Saimanov empowered by the Statute, on the one side, and Mr. Mehdi Haghitali, citizen of Islamic Republic of Iran, hereinafter referred to as "Representative", on the other side, have concluded the agreement as follows:

1. General Provisions

- 1.1. "Club" is a professional football club which plays in Russian Football Premier League. The Club pays high attention to the youth football development and is interested in implementation of such projects.
- 1.2. The Representative is a licensed agent of the Football Federation Islamic Republic of Iran and has longstanding and solid contacts with football clubs and other sport organizations of his country.
- 1.3. The aim of the present cooperation is as follows:
 - to create sport training centers for young football players in Islamic Republic of Iran under the Club's supervision using the Club's brand name and recruit young football players for such training centers;
 - to organize seminars and workshops, advanced training courses for coaches. Such activities will be aimed at exchange of experiences and performed by the Club's coaches for coaches of football schools and academies of Iran;
 - to organize international tournaments involving youth teams from Russia and Iran.

2. Rights and Responsibilities of the Parties

- 2.1. The Club shall:
 - authorize the Representative in writing to hold negotiations with any legal and natural persons in Islamic Republic of Iran regarding issues related to the object of the present agreement;
 - at the Representative's request, provide him, within a reasonable period of time, documents and papers required to enable him to fulfill his responsibilities and obligations hereunder;
 - timely review the Representative's reports, make corrections, comments and supplements to them.
- 2.2. The Representative shall:
 - hold negotiations with any legal and natural persons in Islamic Republic of Iran regarding matters related to the object of the present agreement, prepare drafts of documents required;
 - within a reasonable period of time, provide the Club with reports on activities performed under the present contract;
 - timely review and take into account in his normal working routine comments made by the Club with regard to the reports provided;
 - hold consultations and give advice to the Club regarding issues whichever arise for the purposes of performance of the present agreement.
- 2.3. The Parties hereby agree that no costs incurred by the Representative in the course of performing his responsibilities and obligations under the present agreement will be reimbursed by the Club to the Representative.
- 2.4. The Parties agree that the concrete details and procedures related to establishing (creating, organizing) sport training centers for young players in Islamic Republic of Iran and in compliance with the laws of this country will be covered by a separate agreement between them in future.
- 2.5. The Parties have agreed that the Representative shall guarantee the Club's priority right to conclude employment contracts/professional contracts with football academies' trainees. In particular, such employment contracts/professional contracts with a third club may be concluded only with the written consent of the Club.
- 2.6. If the Representative violates terms and conditions set forth in item 2.5, such violation will give the Club the right, at its own discretion, to:
 - rescind such contract or/and agreement as stated in item 2.4;