



## **Professional Independent Representative Agreement**

This agreement is entered into between Geneva Sports LLC, which does business as SPIRE Academy (“SPIRE”), 5201 SPIRE Circle, Geneva, Ohio 44041, and the representative identified below (“Representative”).

### **Representative Agreements:**

1. Representative agrees to act as a recruiter for SPIRE relative to its residential academy, camp and custom designed training programs (the “Programs”).
2. Representative agrees to market and present the Programs to potential students and their parents/guardians (as applicable) and to solicit and recruit students who are well suited to the training and financial requirements of the Programs.
3. Representative understands that upon receipt of all application materials, SPIRE will determine at its sole discretion whether, and under what terms and conditions, if any, to accept each student.
4. Representative agrees to provide to SPIRE written reports each month as to recruiting and marketing activities as well as names, contact information, and status of potential student candidates being solicited.
5. Representative agrees to refrain from any inappropriate gesture with any potential student or their parent/guardian, including but not limited to sexual harassment, verbal harassment, or the provision of gifts or other enticements that are or may be perceived as inappropriate incentives.
6. Representative agrees to not recruit students from regions where SPIRE has awarded another representative or organization exclusivity.
7. Representative agrees to facilitate the enrollment and onboarding process of each student represented by working with each student throughout the process, and will work with the SPIRE Admissions Team to move the enrollment and onboarding process forward. Representative agrees that the obligations in this Section 7 are a material part of Representative’s obligations under this Agreement. These obligations include but are not limited to:
  - Maintaining constant communication with applicant and their family or guardians
  - Facilitating the collection of required documentation for admissions and assisting the applicant in transmitting that information to SPIRE
  - Ensuring applicant has registered for all applicable camps and other events relating to the applicant’s enrollment at SPIRE
  - Providing written reports each month advising the SPIRE admissions team on applicant status

## **SPIRE Agreements:**

1. SPIRE agrees to provide the Representative with appropriate promotional materials and other assistance as determined by and agreed by both parties.
2. SPIRE agrees to pay a commission to Representative for “Enrolled Students” (as defined below), and provided that Representative meets their other obligations under this Agreement, including, for example, providing assistance during the enrollment and onboarding process.
3. SPIRE will pay the Representative a commission based on the amount actually received by SPIRE in effect at the time of student enrollment. An Enrolled Student is (a) a student who was solicited and recommended by Representative, where (b) Representative is the primary source for such student’s introduction to SPIRE, and (c) who pays tuition to SPIRE as set forth in Paragraph 10, below.
4. SPIRE agrees to pay the following commission fee structure for Enrolled Students, campers, or extended training participants, as the case may be, who enroll after November 1, 2024, in each case based on amounts actually paid to SPIRE:

### **Academy Rates:**

- Tuition above \$40,001: 15% of tuition paid for Year 1
- Tuition between \$30,001-40,000: 10% of tuition paid for Year 1
- Tuition between \$20,001-30,000: flat rate of \$1,500 paid for Year 1
- Tuition less than \$20,000 flat rate of \$1,000 paid for Year 1

*Exceptions made from high academic/high athletic student athletes.*

### **Camps:**

- Camps: 5% of camp registration fees paid

### **Extended Training:**

- Extended Training: 5% of training fees paid

5. In addition to the foregoing, Representative may be paid additional commissions (“Additional Commissions”) for additional years that an Enrolled Student attends SPIRE Academy. Representative will be eligible to be paid Additional Commissions after at least five students referred to SPIRE by Representative have become Enrolled Students (and each such Enrolled Student has completed at least one year at SPIRE). To remain eligible for Additional Commissions, Representative must refer at least one Enrolled Student to SPIRE each year; this will be measured on a trailing 12-month basis, so that Representative will remain eligible for Additional Commissions (after first becoming eligible as set forth in this Paragraph 5) only if, during the 12 months preceding the date of determination, at least one student referred to SPIRE by Representative has become an Enrolled Student.
6. Additional Commissions, if any, will be paid to eligible Representatives for Enrolled Students based on the tuition actually paid to the Academy. The rates are as follows:
  - 50% of initial year commission if student enrolls in Year 2
  - 25% of initial year commission if student enrolls in Year 3

- 15% of initial year commission if student enrolls in Year 4

8. Academy and Extended Training Commissions will be paid in two installments: The first installment of 50% will be paid within 60 days after the student's first tuition payment (for clarity, this is different than the student's deposit) is received by SPIRE; the second payment, which is the final 50% owed, will be paid within 60 days after the student's full tuition is received by SPIRE.

9. Camp commissions will be paid in one installment after the camper has (a) registered for a camp, (b) paid camp tuition in full, and (c) completed camp.

10. Tuition is defined in this agreement as the fee paid to SPIRE on behalf of the applicable student for room, board, and tuition. There is an additional competition fee students pay that is not included in the tuition fee and no commission is paid or owed in respect of the competition fee.

### **Mutual Agreements:**

1. Representative is an independent contractor of SPIRE, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Representative and SPIRE. Representative has no authority (and will not hold itself out as having authority) to bind SPIRE.

2. The term of this Agreement will begin on November 1, 2024 and terminate on October 31, 2025. Neither party will be obligated to renew or extend this Agreement, and each party will have the absolute discretion as to whether it agrees to any such renewal or extension. Except for the confidentiality and indemnification obligations in the next two paragraphs, neither party will have any further obligation whatsoever to the other after this Agreement terminates.

3. Representative will have access to information that is treated as confidential and proprietary by SPIRE, including trade secrets and information pertaining to the business operations and strategies, pricing, marketing, personnel, and operations of SPIRE and its affiliates (together, "Confidential Information"). Representative will (a) treat all Confidential Information as strictly confidential; (b) not disclose Confidential Information or permit it to be disclosed to any third party without SPIRE's prior written consent; and (c) not use any Confidential Information for any purpose except in furtherance of this Agreement. Confidential Information does not include information that is or becomes generally available to the public other than through Representative's breach of this Agreement, or that is communicated to Representative by a third party that had no confidentiality obligations with respect to that information.

4. Representative will defend, indemnify, and hold harmless SPIRE and its affiliates and its and their officers, owners, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, actions, judgments, interest, awards, penalties, costs, or expenses of any kind (including reasonable attorneys' fees, including reimbursement of in house counsel time) arising out of or resulting from Representative's acts or omissions, and/or breach of any provision of this Agreement. SPIRE may satisfy this indemnity out of any payment due Representative. Representative will maintain commercially reasonable commercial general liability insurance, with commercially reasonable insurers and with policy limits sufficient to satisfy its indemnification obligations under this Agreement.

5. Representative will not assign any rights, or delegate or subcontract any obligations, under this Agreement without SPIRE's prior written consent, which may be given or withheld in SPIRE's sole discretion.

6. This Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of the State of Ohio, without regard to any conflict of laws principles. Any dispute arising out of this Agreement or the interpretation hereof must be submitted to binding arbitration before a single arbitrator under the rules of the American Arbitration Association then applicable to business disputes. Any such arbitration will be held in Ashtabula County, Ohio, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. In any such arbitration, each party will bear its own expenses, including expenses of attorneys, financial experts, and other witnesses. Any arbitration fees, including compensation for the arbitrator, will be divided equally between the parties. The parties agree that to the maximum extent permitted by law, the claims subject to this mutual promise to arbitrate include all claims and rights between the parties arising out of this Agreement. **You agree not to bring or participate in any dispute on a class basis, in arbitration or otherwise. Accordingly, there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class action (“Class Action Waiver”).** This Class Action Waiver is severable from this Agreement if it is found unenforceable. Notwithstanding any other provision in this letter, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, revocable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Class Action Waiver is severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration.

7. This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein, and supersedes all other understandings, agreements, representations, and warranties, written or oral, with respect to such subject matter.

8. This Agreement may only be amended, modified, or supplemented in writing signed by both parties, and the terms hereof may be waived only by a written document signed by both parties. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability will not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.

***Signatures Appear on Following Page***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates set forth on this signature page.

**REPRESENTATIVE:**

Jason Benadretti (Core Focus Sports Group INC. d.b.a. Elite Euro Talent & Blusoar Education)

By: \_\_\_\_\_

Name:  \_\_\_\_\_

Date: 2/6/25 \_\_\_\_\_

Email: jason@corefocusports.com \_\_\_\_\_

Phone: 1-949-228-9318 \_\_\_\_\_

Address: 4695 MacArthur Court, Suite 1100 \_\_\_\_\_

Newport Beach, CA, USA \_\_\_\_\_

**GENEVA SPORTS LLC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

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***Signature Page - Professional Independent Representative Agreement***