

PROPATH AFRICA

PLATFORM USER AGREEMENT

Governing the Use of the ProPath Africa Africa Football Talent Discovery and Recruitment Platform

This Agreement is entered into between:

PROPATH AFRICA AFRICA

(the “Platform”, “ProPath Africa Africa”, “We”, “Us”, or “Our”)

and

THE REGISTERED USER

(a Player, Scout, Sports Agency, or Football Club, as defined herein, and referred to as the “User”, “You”, or “Your”)

PREAMBLE

This Platform User Agreement (the “Agreement”) sets out the terms and conditions upon which ProPath Africa Africa, a football talent discovery and recruitment platform operating in Ghana and across Africa, grants access to and use of its platform and associated services, including its proprietary scouting and player evaluation tool known as ProPath Africa, to registered users. The Platform exists to connect two principal categories of users: first, aspiring and professional football players seeking visibility, opportunity, and career advancement; and second, scouts, sports agencies, and football clubs seeking to identify, evaluate, and recruit football talent.

By creating an account, accessing, or otherwise using the Platform, the User acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement, together with any policies referenced herein, including the Platform's Privacy Policy and Code of Conduct. If the User does not agree to these terms, the User must not access or use the Platform. The User agrees that acceptance of this Agreement through electronic means, including by clicking an acceptance button or otherwise completing registration on the Platform, constitutes a valid and legally binding agreement in accordance with the Electronic Transactions Act, 2008 (Act 772).

1. DEFINITIONS AND INTERPRETATION

1.1 “Platform” means the ProPath Africa Africa website, mobile application, ProPath Africa tool, and all related digital infrastructure, content, and services.

1.2 “Player” means any individual who registers on the Platform for the purpose of showcasing football talent, seeking scouting opportunities, or pursuing professional or semi-professional football engagements.

1.3 “Scout” means an individual engaged in the identification and assessment of football talent on behalf of themselves, a Sports Agency, or a Football Club.

1.4 “Sports Agency” means any duly constituted entity engaged in the representation, management, or promotion of football players.

1.5 “Football Club” means any duly constituted football club, academy, or affiliated institution seeking to recruit, trial, or sign players through the Platform.

1.6 “Recruiting Party” means, collectively, Scouts, Sports Agencies, and Football Clubs registered on the Platform.

1.7 “User Content” means any information, data, video, image, statistic, or other material uploaded, submitted, or otherwise made available by a User on or through the Platform.

1.8 “Services” means the talent discovery, profile hosting, performance analytics, communication, and connection facilitation services made available through the Platform, including ProPath Africa.

1.9 “Parties” means ProPath Africa Africa and the User collectively, and “Party” means either of them.

2. DESCRIPTION OF THE PLATFORM

ProPath Africa Africa is a football talent discovery and recruitment platform that provides a digital environment through which Players may create profiles, upload performance content, and record footballing achievements, and through which Recruiting Parties may search, filter, evaluate, and contact Players based on footballing attributes, statistics, and video footage. The Platform incorporates ProPath Africa, a proprietary evaluation tool that assists Recruiting Parties in the assessment of player attributes using data and video analysis.

ProPath Africa Africa acts solely as a facilitator of connections between Players and Recruiting Parties. ProPath Africa Africa is not a party to, and assumes no responsibility for, any trial arrangement, contract of employment, representation agreement, transfer agreement, or other arrangement that may arise between a Player and a Recruiting Party as a result of a connection made through the Platform, except where ProPath Africa Africa is separately engaged under a distinct written agreement to provide such services.

3. ELIGIBILITY AND REGISTRATION

3.1 Players under the age of eighteen years may register on the Platform only with the verified consent of a parent or legal guardian, who shall be required to complete a guardian consent process prescribed by ProPath Africa Africa before the Player's profile becomes visible to Recruiting Parties.

3.2 Recruiting Parties must provide accurate and verifiable identification and credentials at registration, including, where applicable, agency licensing information, club affiliation, or professional scouting references. ProPath Africa Africa reserves the right to request supporting documentation and to suspend or decline registration where such documentation is not provided or is found to be inaccurate.

3.3 Each User warrants that all information provided during registration and throughout the use of the Platform is true, accurate, current, and complete, and undertakes to promptly update such information in the event of any change.

3.4 ProPath Africa Africa reserves the right, at its sole discretion, to accept, decline, suspend, or terminate the registration of any User who fails to meet its eligibility criteria or who is found to have provided false or misleading information.

4. OBLIGATIONS OF PLAYERS

A Player who registers on the Platform agrees to the following:

- To provide truthful and accurate personal, physical, and footballing information, including age, position, club history, and playing statistics.
- To upload only footage and images that are authentic, unaltered in a materially misleading way, and lawfully obtained, and to hold the necessary rights to share such content.
- To conduct themselves professionally in all communications with Recruiting Parties, and to respond honestly to enquiries regarding availability, contractual status, and representation.
- To disclose any existing representation agreement, club contract, or transfer restriction that may affect their eligibility to be scouted, trialled, or signed.
- Not to use the Platform to solicit payment from Recruiting Parties in exchange for trials, trials feedback, or recruitment consideration.
- To exercise reasonable diligence and independent judgment before entering into any arrangement with a Recruiting Party contacted through the Platform, including seeking independent legal or guardian advice where appropriate.

5. OBLIGATIONS OF SCOUTS, SPORTS AGENCIES, AND FOOTBALL CLUBS

A Recruiting Party who registers on the Platform agrees to the following:

- To use the Platform solely for legitimate talent identification, evaluation, and recruitment purposes consistent with applicable football governance regulations, including those of the Ghana Football Association, the Confederation of African Football, and, where applicable, the Fédération Internationale de Football Association.
- Not to demand, solicit, or accept any payment, gift, or other benefit from a Player, or a Player's parent or guardian, in exchange for a trial, trial feedback, or recruitment consideration, except where such payment is lawfully due under a separately negotiated and disclosed representation agreement.
- To treat all Player information, footage, and statistics accessed through the Platform as confidential and to use such material solely for the purpose of talent evaluation and recruitment.
- To communicate with Players, and where a Player is a minor, with the Player's parent or guardian, in a professional and respectful manner at all times.

- To hold and maintain any licences, accreditations, or affiliations required under applicable law or football governance regulations to engage in scouting, agency representation, or recruitment activity.
- Not to circumvent the Platform for the purpose of avoiding applicable fees, where such fees have been disclosed and agreed, save where the Parties have separately agreed otherwise in writing.

6. CODE OF CONDUCT AND PROTECTION OF MINORS

6.1 All Users shall interact on the Platform in a manner consistent with the ProPath Africa Africa Code of Conduct, which prohibits harassment, discrimination, exploitation, deceptive practices, and any conduct that could bring the Platform into disrepute.

6.2 Where a Player is a minor, all communication, evaluation, and arrangement of trials shall be conducted with the knowledge and involvement of the Player's parent or legal guardian. ProPath Africa Africa reserves the right to restrict direct messaging between Recruiting Parties and minor Players pending guardian verification.

6.3 ProPath Africa Africa maintains a zero tolerance policy toward any conduct that endangers the welfare of a minor and reserves the right to immediately suspend any User account, report conduct to the appropriate authorities, and cooperate with any resulting investigation. This safeguarding framework is maintained with reference to the Children's Act, 1998 (Act 560), applicable Ghana Football Association safeguarding requirements, and FIFA regulations governing minors. All safeguarding complaints shall be reviewed by a designated safeguarding officer, and the welfare of minors shall take precedence over commercial objectives.

7. FEES AND PAYMENTS

7.1 Certain features of the Platform, including enhanced visibility for Player profiles, advanced search and analytics functions for Recruiting Parties, and premium ProPath Africa reports, may be subject to fees as published in the applicable fee schedule from time to time.

7.2 ProPath Africa Africa reserves the right to introduce, vary, or discontinue fees for any feature of the Platform upon reasonable notice to Users.

7.3 All fees are exclusive of applicable taxes and levies under the laws of Ghana, including value added tax, unless expressly stated otherwise.

7.4 A commission between 3-5% is charged on every event ticket sold through the platform.

7.5 Where a Recruiting Party successfully recruits a Player through the Platform under a separate success fee or introduction fee arrangement, the terms of such arrangement shall be governed by a distinct written agreement between ProPath Africa Africa and the relevant Recruiting Party.

8. INTELLECTUAL PROPERTY

8.1 The Platform, including its name, logo, ProPath Africa tool, software, source code, databases, algorithms, trade secrets, platform architecture, business methods, proprietary technology, design, and

underlying technology, is the exclusive property of ProPath Africa Africa and is protected under the applicable intellectual property laws of Ghana and international treaties. Nothing in this Agreement shall be construed as transferring ownership of any such property to a User.

8.2 Each Player retains ownership of the User Content they upload, including video footage and images, but grants ProPath Africa Africa a non-exclusive, royalty-free, worldwide licence to host, display, reproduce, and distribute such content solely for the purpose of operating and promoting the Platform's talent discovery and recruitment services.

8.3 Recruiting Parties shall not download, copy, redistribute, or repurpose Player footage, images, or data obtained through the Platform for any purpose outside legitimate talent evaluation without the prior written consent of the relevant Player and ProPath Africa Africa.

9. DATA PROTECTION AND PRIVACY

9.1 ProPath Africa Africa shall process personal data collected through the Platform in accordance with its Privacy Policy and the applicable provisions of the Data Protection Act, 2012 (Act 843) of Ghana. By using the Platform, the User consents to the collection, storage, processing, and transfer of personal data in accordance with the Data Protection Act, 2012 (Act 843) and the Platform's Privacy Policy.

9.2 Recruiting Parties who access Player data through the Platform act as independent data controllers in respect of such data for their own recruitment purposes and shall comply with all applicable data protection obligations in the handling of such data, including obtaining any consents required for further use.

9.3 Users shall not sell, rent, or otherwise commercially exploit personal data obtained through the Platform to third parties outside the scope of legitimate football recruitment activity.

10. CONFIDENTIALITY

Each Party shall keep confidential all non-public information disclosed by the other Party in connection with this Agreement, including business methods, evaluation criteria, negotiation terms, and Player data, and shall not disclose such information to any third party without the prior written consent of the disclosing Party, save where disclosure is required by law or by a competent regulatory or judicial authority.

11. DISCLAIMERS AND LIMITATION OF LIABILITY

11.1 The Platform is provided on an “as is” and “as available” basis. ProPath Africa Africa does not guarantee recruitment opportunities, scholarships, sponsorships, employment, contracts, selection, sporting success, or any specific outcome arising from use of the Platform, including that any Player will be scouted, trialled, or signed, or that any Recruiting Party will identify suitable talent.

11.2 ProPath Africa Africa does not verify the footballing ability, character, or credentials of Players beyond the information voluntarily submitted, nor does it verify the legitimacy or standing of every Recruiting Party beyond the registration checks described in Clause 3. Users are encouraged to exercise independent diligence before entering into any arrangement facilitated through the Platform.

11.3 To the fullest extent permitted under the laws of Ghana, ProPath Africa Africa shall not be liable for any indirect, incidental, special, or consequential loss or damage arising from a User's use of the Platform, including loss of opportunity, loss of income, or damage to reputation, except to the extent such loss arises from the gross negligence or wilful misconduct of ProPath Africa Africa.

11.4 Save as set out in Clause 11.5, ProPath Africa Africa's total liability to a User arising out of or in connection with this Agreement shall not exceed the total fees, if any, paid by that User to ProPath Africa Africa during the twelve (12) months preceding the claim.

11.5 Nothing in this Agreement shall be construed to exclude or limit liability for death or personal injury caused by negligence, or for fraud, to the extent such exclusion or limitation is not permitted under applicable law.

12. INDEMNIFICATION

Each User agrees to indemnify and hold harmless ProPath Africa Africa, its officers, employees, and agents from and against any claim, liability, loss, or expense, including reasonable legal fees, arising out of or in connection with the User's breach of this Agreement, the User's User Content, or the User's conduct in connection with the Platform, including any dispute between a Player and a Recruiting Party arising from a connection made through the Platform.

13. TERM AND TERMINATION

13.1 This Agreement takes effect upon the User's registration on the Platform and continues until terminated in accordance with this Clause.

13.2 A User may terminate this Agreement at any time by deactivating their account in accordance with the Platform's account closure procedure.

13.3 ProPath Africa Africa may suspend or terminate a User's access to the Platform, with or without notice, where the User breaches this Agreement, the Code of Conduct, or engages in conduct that ProPath Africa Africa reasonably considers harmful to the integrity of the Platform, to another User, or to a minor.

13.4 Upon termination, the User's right to access the Platform shall immediately cease, provided that any accrued rights, obligations, or liabilities of either Party existing prior to termination shall survive.

14. DISPUTE RESOLUTION

14.1 The Parties shall in the first instance attempt to resolve any dispute arising out of or in connection with this Agreement through good faith negotiation.

14.2 Where a dispute is not resolved through negotiation within thirty days, the Parties shall submit the dispute to mediation administered by a mutually agreed mediator in Accra, Ghana, before either Party commences formal proceedings.

14.3 Should mediation fail to resolve the dispute within a further thirty days, the dispute shall be referred to and finally resolved by arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act

798) of Ghana, with the seat of arbitration in Accra, Ghana, and the proceedings conducted in the English language.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana, without regard to its conflict of laws principles.

16. MISCELLANEOUS

16.1 Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement resulting from circumstances beyond its reasonable control, including natural disaster, civil unrest, governmental action, or failure of internet or telecommunications infrastructure.

16.2 Notices. Any notice required under this Agreement shall be given in writing and delivered by electronic mail to the address provided by the relevant Party at registration, or such other address as may be notified in writing.

16.3 Entire Agreement. This Agreement, together with the Privacy Policy and Code of Conduct referenced herein, constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior understandings, whether written or oral.

16.4 Amendment. ProPath Africa Africa reserves the right to amend this Agreement from time to time. Material amendments shall be notified to Users, and continued use of the Platform following such notification shall constitute acceptance of the amended terms.

16.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.6 Assignment. A User shall not assign or transfer any right or obligation under this Agreement without the prior written consent of ProPath Africa Africa. ProPath Africa Africa may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

16.7 No Waiver. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right.

16.8 No Employment Relationship. Nothing in this Agreement shall be construed to create a relationship of employment, agency, partnership, or joint venture between ProPath Africa Africa and any User.

EXECUTION

In witness whereof, the Parties have executed this Agreement as of the Effective Date first written above, or, in the case of Users registering electronically, by affirmative acceptance of these terms during the registration process, which shall constitute due execution of this Agreement for all purposes.