

**1st Amendment to the**  
**Strategic Alliance and Content License Agreement**

26 June 2025

**THIS AMENDMENT AGREEMENT** is entered into by:

- (1) **ONEFOOTBALL GMBH**, a company registered with the commercial register at the local court (*Amtsgericht*) in Berlin (Charlottenburg) under HRB 144 788 and with registered address at Donaustraße 44, Berlin 12043, Germany ("**OF GmbH**");
- (2) **ONEFOOTBALL UK LTD**, a company incorporated in England & Wales with registered number 10192522 and registered address at 12 New Fetter Lane, London, United Kingdom, EC4A 1JP ("**OF UK**" and together with OF GmbH, "**OneFootball**"); and
- (3) **Yahoo Inc.**, a company incorporated in Delaware, USA, with registered address at 770 Broadway, 9th Floor, New York, NY 10003 ("**Yahoo**"),

each a "**Party**" and together the "**Parties**".

**BACKGROUND**

- (A) OF GmbH, OF UK and Yahoo are parties to a "Strategic Alliance and Content License Agreement" dated March 13, 2024 (the "**Agreement**"). A copy of the Agreement is attached to this Amendment Agreement (defined below) as Schedule 2.
- (B) The Parties now wish to amend the Agreement in accordance with the terms of this 1st Amendment (the "**Amendment Agreement**").

**NOW THIS INSTRUMENT WITNESSES AND DECLARES**, as follows:

1. **Definitions and interpretation**
  - 1.1. Terms as defined in the Agreement shall, unless otherwise defined herein, have the same meaning in this Amendment Agreement.
  - 1.2. This Amendment Agreement and the Agreement shall be read and construed as a single document.
2. **Amendment and continuity**
  - 2.1. With effect on and from June 1, 2025 (the "**Effective Date**"), the Agreement shall be amended as set out in Schedule 1 to this Amendment Agreement.
  - 2.2. The provisions of the Agreement shall, save as amended by this Amendment Agreement, continue in full force and effect.
  - 2.3. Each of OF GmbH and OF UK hereby makes to Yahoo on the date hereof the following representations in respect of this Amendment Agreement:
    - a) it is a company duly incorporated and validly existing in its jurisdiction of incorporation;
    - b) the entry into this Amendment Agreement and performance by it of its obligations

do not conflict with its constitutional documents or any agreement or instrument binding upon it; and

c) it has the power to enter into this Amendment Agreement.

- 2.4. To the extent there is any conflict between the provisions of the Agreement and this Amendment Agreement, the provisions of this Amendment Agreement shall prevail.

3. **Further assurances**

Each Party shall, at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Amendment Agreement.

4. **Miscellaneous**

- 4.1. No purported variation of this Amendment Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties to this Amendment Agreement.
- 4.2. The rights, powers and remedies conferred on any Party by this Amendment Agreement and available to any Party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.
- 4.3. This Amendment Agreement may be executed in any number of counterparts each of which when executed by or on behalf of a Party to the Amendment Agreement shall constitute a duplicate original but all the counterparts shall together constitute the one agreement.

5. **Governing law and jurisdiction**

- 5.1. This Amendment Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed in accordance with the law of the State of New York, USA.
- 5.2. Subject to the Section 21.3 of the Agreement, the state and federal courts of the City of New York, New York, have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Amendment Agreement or its subject matter or formation (including any dispute or claim relating to non-contractual obligations).

This Amendment Agreement has been entered into on the Effective Date.

*[Signature Page follows]*

**AGREED**

Signed for and on behalf of  
**ONEFOOTBALL GMBH**

Signiert von:  
  
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Name: Maurits Schön

Title: Managing  
Director

Date: Juni 27, 2025

DocuSigned by:  
  
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Patrick Fischer

Managing  
Director

Juni 27, 2025

Signed for and on behalf of  
**ONEFOOTBALL UK LTD.**

DocuSigned by:  
  
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Name: Patrick Fischer

Title: Director

Date: Juni 27, 2025

Signed for and on behalf of  
**YAHOO INC.**

Signed by:  
  
119F6595DB0940C...

Name: Ryan Spoon

Title: President Yahoo  
Sports

Date: June 27, 2025

## **SCHEDULE 1**

### **Amendment to Agreement**

The Agreement is hereby amended as follows:

1. The first sentence of Section 1.1.1 (General) shall be deleted and replaced with the following:

*During the Term of this Agreement, Yahoo and OneFootball will work together on the mutual goal of establishing a leading US co-branded destination for soccer on the Yahoo Sports U.S. website located at <https://sports.yahoo.com/soccer> and on Yahoo Sports mobile apps ("**Soccer Hub**").*

2. The language in Section 10.1 "Advertising Sales Rights" of the Agreement is hereby deleted and replaced with the following wording:

**"10.1 Advertising Sales Rights.**

*10.1.1 Subject to Section 10.1.3, all advertising inventory (including but not limited to sponsorship sales) available in connection with the OneFootball Licensed Content on the Soccer Hub shall be sold solely by Yahoo.*

*10.1.2 Subject to Section 10.1.3, all advertising inventory (including but not limited to sponsorship sales) available on the OneFootball Properties in the OneFootball Territory shall be sold solely by OneFootball.*

*10.1.3 Section 10.1.1 and 10.1.2 notwithstanding, (i) OneFootball (or a third party engaged by OneFootball) may identify a potential premium sale of advertising inventory on Yahoo Sports and (ii) Yahoo (or a third party engaged by Yahoo) may identify a potential premium sale of advertising inventory in connection with the OneFootball Licensed Content on the OneFootball Properties (each a "**Potential Advertising Inventory Sale**"). The Party identifying such Potential Advertising Inventory Sale (the "**Identifying Party**") shall notify the other Party of the Potential Advertising Inventory Sale and the other Party shall, within seven (7) calendar days, confirm whether the Identifying Party or the relevant third party (as applicable) can proceed with the Potential Advertising Inventory Sale.*

*10.1.4 All advertising inventory in the OneFootball O&D Network in the OneFootball Territory shall be sold solely by OneFootball.*

*10.1.5 OneFootball hereby grants Yahoo the right and access to sell social sponsorships and integrations on OneFootball's social handles (e.g., Instagram and Facebook). Any social sales sponsorships and integrations in accordance with this Section 10.1.5 must be mutually approved and programmed in advance."*

3. The following wording shall be deleted from the first sentence of Section 10.2.2 of the Agreement:

*"on any Yahoo Licensed Content syndicated to OneFootball in the Yahoo Territory."*

4. The following language will be inserted as a new Section 10.2.3:

*“The Parties acknowledge that OneFootball is subject to an obligation to make minimum guaranteed payments (USD 104,167.00 for 2024, USD 250,000.00 for 2025 and USD 250,000.00 for 2026; each a “Annual MG Payment”) for OneFootball Licensed Content provided by Major League Soccer (“MLS Content”) per year. The Parties agree that in the event that the Advertising Revenue generated against MLS Content in accordance with this Agreement (including, for the avoidance of doubt, any revenue generated against MLS Content in the OneFootball O&D Network in the OneFootball Territory) (“MLS Advertising Revenue”) is not sufficient to satisfy any applicable Annual MG Payment, the shortfall will be split 50 / 50 between the Parties. For example, if the Annual MG Payment for 2026 is USD 250,000.00 and the total MLS Advertising Revenue is USD 160,000.00, there will be a USD 90,000.00 shortfall and each Party will be responsible for USD 45,000.00 of such shortfall. Both Parties will use best efforts to implement the necessary tagging for MLS highlights to maximize revenue and the recoupment of the Annual MG Payment for the applicable year.*

5. The following definitions shall be deleted in their entirety on Exhibit A: “Definitions” and replaced with the following:

“OneFootball Licensed Content” means, collectively, content that is OneFootball Original Content, OneFootball Licensed O&O Content and OneFootball Licensed O&D Content.”

“OneFootball Licensed O&O Content” means all content (regardless of format) that does not consist of OneFootball Licensed O&D Content, but consists of (i) OneFootball Original Content and (ii) content received from creators, media outlets, blogs, players, clubs, leagues and federations, and all of the updates, software, and methods and functionality related to such content, provided or made available to Yahoo or its Affiliates pursuant to the Agreement.

6. The following definitions will be added to Exhibit A: “Definitions”:

**“OneFootball Original Content”** means any content created by OneFootball’s editorial staff.

**“Yahoo Sports”** means collectively all of Yahoo’s or its Affiliates’ properties, software, platforms, products, applications, programs, services, communications, sites and pages accessible via any media or device, in each case, whether presently existing or later devised, that are developed in whole or in part by or for Yahoo or its Affiliates, or by third parties on behalf of Yahoo, and that are specifically dedicated to the world of sports. The term “Yahoo Sports” also includes pages, accounts, or similar items on social media sites (including Facebook, X (formerly known as Twitter), TikTok and Instagram) that are programmed by or on behalf of Yahoo or its Affiliates that are dedicated to the world of sports.

7. Part I of Exhibit D “Consideration” is hereby deleted in its entirety and replaced with the

following:

**“EXHIBIT D**

**CONSIDERATION**

**Definitions**

*"Advertising Revenue" means aggregate cash amounts collected and recognized as revenue under generally accepted accounting principles by the respective Party in accordance with Section 10 arising from the license or sale of Advertising, less a 10% sales and distribution fee (“COS”), and net of cancellations, bad debt, refunds, rebates, bank fees, agency fees and commissions.*

**PART I: REVENUE SHARES**

*The following categories of content will form the basis of the Parties’ collaboration and will be subject to the following revenue shares. Any revenue share owed to OneFootball partners (i.e., creators, publisher partners, football clubs) (the “Cost of Content”) will be netted out: (a) after the COS is deducted and (b) before the Yahoo and OneFootball revenue splits, as illustrated below:*

Content Type	Example	Rev Share to Partner (Cost of Content )	Y!/ OF Revenue Share (Shared after Cost of Content)	
			Yahoo Rev %	OneFootball Rev %

<b>When Yahoo Sells</b>				
<i>OneFootball Licensed O&amp;O Content on Yahoo Sports [Text]</i>	<i>Articles by any OneFootball partner including creators (e.g. articles from CityXtra), traditional publisher partners (e.g. articles from Evening Standard), and clubs (e.g. articles from Manchester City)</i>	12%	40%	60%
<i>OneFootball Licensed O&amp;D Content on Yahoo Sports [Video]</i>	<i>Videos created by any OneFootball partner  including creators (limited volume, if any), traditional publisher partners (videos from Evening Standard), and clubs (videos from Manchester City)</i>	Max. 50%	40%	60%
<i>Co- Produced Content</i>	<i>new, original video content co- created by OneFootball and Yahoo (see Co- Produced Content definition in Section 1.2.4)</i>	N/A – 0%	50%	50%
<i>Yahoo Licensed Content on Yahoo Sports</i>	<i>Videos and articles created by Yahoo production teams</i>	N/A – 0%	60%	40%
<i>OneFootball Original Content on Yahoo</i>	<i>Articles and videos created by OF's editorial staff</i>	N/A – 0%	30%	70%

<i>Sports</i>				
<i>Social/Off Channel</i>	<i>Yahoo produced content or co-produced content distributed on onefootball social handles (@onefootball)</i>	<i>N/A – 0%</i>	<i>50%</i>	<i>50%</i>
<i>Youtube Platform Revenue</i>	<i>Content published on the English OneFootball Youtube Channel (@onefootball)</i>	<i>N/A – 0%</i>	<i>50%*</i>	<i>50%*</i>
<i>Soccer Hub on Yahoo Sports</i>	<i>Landing Page (<a href="https://sports.yahoo.com/soccer">https://sports.yahoo.com/soccer</a>) and other areas of the Soccer Hub (as defined in Section 1.1.1)</i>	<i>N/A – 0%</i>	<i>50%</i>	<i>50%</i>
<b><i>When OneFootball Sells</i></b>				
<i>OneFootball Licensed O&amp;O Content on Yahoo Sports [Text]</i>	<i>Articles by any OneFootball partner including creators (e.g. articles from CityXtra), traditional publisher partners (e.g. articles from Evening Standard), and clubs (e.g. articles from Manchester City)</i>	<i>12%</i>	<i>40%</i>	<i>60%</i>
<i>OneFootball Licensed O&amp;D Content on Yahoo Sports [Video]</i>	<i>Videos created by any OneFootball partner including creators (limited volume, if any), traditional</i>	<i>Max. 50%</i>	<i>40%</i>	<i>60%</i>



	<i>publisher partners (videos from Evening Standard), and clubs (videos from Manchester City)</i>			
<i>Co-Produced Content</i>	<i>new, original video content co-created by OneFootball and Yahoo (see Co-Produced Content definition in Section 1.2.4)</i>	<i>N/A – 0%</i>	<i>50%</i>	<i>50%</i>
<i>Yahoo Licensed Content on Yahoo Sports</i>	<i>Videos and articles created by Yahoo production teams</i>	<i>N/A - 0%</i>	<i>60%</i>	<i>40%</i>
<i>OneFootball Original Content on Yahoo Sports</i>	<i>Articles/videos written by OF's editorial staff</i>	<i>N/A – 0%</i>	<i>30%</i>	<i>70%</i>
<i>Social/Off Channel</i>	<i>Yahoo produced content or co-produced content distributed on Yahoo Sports social handles (@yahoosports)</i>	<i>N/A – 0%</i>	<i>50%</i>	<i>50%</i>
<i>Youtube Platform Revenue</i>	<i>Content published on the English OneFootball Youtube Channel (@onefootball)</i>	<i>N/A – 0%</i>	<i>50%*</i>	<i>50%*</i>
<i>Soccer Hub on Yahoo Sports</i>	<i>Landing Page (<a href="https://sports.yahoo.com/soccer">https://sports.yahoo.com/soccer</a>) and other areas of the Soccer Hub (as defined in Section 1.1.1)</i>	<i>N/A – 0%</i>	<i>50%</i>	<i>50%</i>

*\*May vary subject to Part II (b) below.*

**EXAMPLE OF ADVERTISING REVENUE SHARE CALCULATIONS FOR ILLUSTRATIVE PURPOSES ONLY:**

When Yahoo Sells	Total Gross Revenue	COS (%)	Revenue Post-COS	COC (%)	Revenue Post-COC/COS	YS Rev Share (%)	YS Rev Share (\$)	OF Rev Share (%)	OF Rev Share (\$)
OF [Text] Partner Content on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	12.00%	\$39,600.00	40.00%	\$15,840.00	60.00%	\$23,760.00
OF [Video] Partner Content on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	45.00%	\$24,750.00	40.00%	\$9,900.00	60.00%	\$14,850.00
Co-Produced Content	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
Yahoo Sports 1P on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	60.00%	\$27,000.00	40.00%	\$18,000.00
OneFootball Original Content on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	30.00%	\$13,500.00	70.00%	\$31,500.00
Social/Off Channel	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
Youtube Platform Revenue	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
Yahoo Content on OneFootball	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	60.00%	\$27,000.00	40.00%	\$18,000.00
Soccer Hub on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
TOTALS	\$450,000.00		\$405,000.00		\$379,350.00		\$183,240.00		\$196,110.00

When OneFootball Sells	Total Gross Revenue	COS (%)	Total Revenue Post-COS	COC (%)	Total Revenue Post-COC/COS	YS Rev Share (%)	YS Rev Share (\$)	OF Rev Share (%)	OF Rev Share (\$)
OF [Text] Partner Content on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	12.00%	\$39,600.00	40.00%	\$15,840.00	60.00%	\$23,760.00
OF [Video] Partner Content on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	45.00%	\$24,750.00	40.00%	\$9,900.00	60.00%	\$14,850.00
Co-Produced Content	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
Yahoo Sports 1P on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	60.00%	\$27,000.00	40.00%	\$18,000.00
OneFootball Original Content on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	30.00%	\$13,500.00	70.00%	\$31,500.00
Social/Off Channel	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
Youtube Platform Revenue	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
Yahoo Content on OneFootball	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	60.00%	\$27,000.00	40.00%	\$18,000.00
Soccer Hub on Yahoo Sports	\$50,000.00	10.00%	\$45,000.00	0.00%	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00
TOTALS	\$450,000.00		\$405,000.00		\$379,350.00		\$183,240.00		\$196,110.00

**PART II: SOCIAL CHANNELS CONSIDERATION**

(a) OneFootball will grant Yahoo the right and access to sell OneFootball social sponsorships and integrations. Social sales sponsorships and integrations must be mutually approved and programmed in advance. Any Advertising Revenue driven by agreed upon sponsorship integrations will be split 50/50 as laid out in Part I above.

(b) During the Term of the Agreement, any Advertising Revenue driven by the monetization of the videos on the assigned OneFootball YouTube Channel, @onefootball, will be split pursuant to the following fee structure: 50% to Yahoo and 50% to OneFootball upon assignment of the @onefootball YouTube media handle (“YT Handle”), 60% to Yahoo and 40% to OneFootball if the number of subscribers of the YT Handles increases to 1M and 70% to Yahoo and 30% to OneFootball if the number of subscribers to the YT Handle increases to 1.5M.”