

Customer Agreement — Fundel Business

DRAFT — NOT YET ACCEPTED

CUSTOMER	
ORGANISATION NUMBER	
AGREEMENT NUMBER	—
ACCEPTED	—
VERSION	v1.5

This is an English translation of the original Norwegian-language agreement, provided for information purposes only. The Agreement is governed by Norwegian law, and in the event of any discrepancy between this translation and the Norwegian original, the Norwegian original shall prevail.

**CUSTOMER AGREEMENT FOR
FUNDEL BUSINESS**

Sponsor Packages, Sponsor Marketplace and Business Workspace

Supplier: Fundel AS · Reg. No. 929 699 580 · Ørvikeien 17, 3970 Langesund, Norway · fundel.no · kenneth@fundel.no

Customer: populated automatically from the information provided by the Customer upon electronic conclusion of the agreement in the portal.

PART A — DIGITAL AGREEMENT SUMMARY

This summary reflects the key terms the Customer has accepted electronically in the Supplier's onboarding portal, and forms an integral part of the Agreement. The order of precedence in the introduction to Part B applies in the event of a conflict between the parts of the Agreement.

PARTIES

Supplier	Fundel AS, Reg. No. 929 699 580, Ørvikeien 17, 3970 Langesund, Norway. fundel.no · kenneth@fundel.no
Customer	—, Reg. No. —, invoice address —, contact person —, email —

SELECTED PACKAGE AND PRICE (EXCL. VAT)

Package	Member Benefit, Category Partner and/or Cause Sponsorship, as selected by the Customer in the portal
Sports Club(s)	Set when ordering, see clause 17.1 and Attachment 2
Industry (Category Partner)	Set when ordering, see clause 17.1 and Attachment 2
Price per Sports Club per year	Set when ordering, see clause 17.1 and Attachment 2
Extra Campaigns	Set when ordering, see clause 17.1 and Attachment 2
Cause Sponsorship	Set when ordering, see clause 17.1 and Attachment 2. The cause amount is invoiced directly by the Sports Club. Activation fee to the Supplier: 15 % of the cause amount, minimum NOK 1,500. No activation fee where the Customer is a Category Partner in the Sports Club (clause 17.7)
SMS in large deals	For Packages purchased through a Federation, and in Sports Clubs with more than 2,000 members: NOK 1.50 per recipient per SMS send-out, invoiced on order (Attachment 2). Otherwise SMS is included in the price
Total price to the Supplier	Set when ordering, see clause 17.1 and Attachment 2. Invoiced annually in advance once the Sports Club has approved the Customer. Delivery starts when the invoice has been paid
Sports Club approval	The Package is confirmed when the Sports Club has approved the Customer, no later than 5 business days after the order. If the Customer is rejected, everything paid for that Sports Club is refunded (clause 2.3)
Launch period and discounts	No discounts. Until 31.12.2026 the price list may change for new Packages. Ordered Packages keep their price and content (clause 7.1)

SPORTS CLUB SHARE AND KICKBACK

Sports Club share	The Supplier pays the Sports Club a share of the Package price under the Club Agreement (clause 17.8). The Customer is not a party to this settlement
Kickback	Only for Member Benefit, and only where specifically agreed. Settlement takes place through Stripe (clause 17.10). Does not apply to Customers in insurance, banking and finance or real estate brokerage

TERM AND RENEWAL

Term	12 months per Package from the start date in each Sports Club
Renewal	Renews automatically for 12 months at a time. Written notice of termination no later than 60 days before the end of the period. A reminder with the price is sent no later than 90 days before (clause 11)
Right of first refusal (Category Partner)	After termination, for 6 months the Customer is offered the category first if it is to be sold to others (clause 17.6)
If the Sports Club leaves	The Customer is refunded for what has not been delivered (clause 17.9)
If the Sports Club does not approve renewal	The Package is not renewed in that Sports Club. The Customer is notified no later than 60 days before the end of the period (clause 11)
Complete terms	Part B General Terms, Part C Specific Terms, Part D Data Processing Agreement and Attachment 2 Price List and Package Content, available via a link in the portal

Confirmation of acceptance

The Agreement is entered into by a person with authority to bind the Customer ticking the boxes below in the portal. The complete terms are available via a link and can be downloaded before acceptance. The Supplier records the time of acceptance, the version accepted and identifying information about the accepting user, and sends a confirmation email with a PDF of the accepted version.

- ☐ I confirm that I am authorised to enter into this Agreement on behalf of the Customer.
- ☐ I have read and accept the complete terms of the Agreement (Parts B, C and D with attachments).

PART B — GENERAL TERMS

In the event of a conflict between the parts of the Agreement, Part A (Digital Agreement Summary) prevails over Part B (General Terms), which prevails over Part C (Specific Terms). On matters concerning the processing of personal data, Part D (the Data Processing Agreement) prevails over the other parts of the Agreement. Attachments rank below the part to which they relate. The confirmation email and the summary screen in the onboarding portal shall be read in accordance with Part A and do not amend the Agreement.

1 DEFINITIONS

In the Agreement, the following terms have the meaning set out below. The definitions are listed in alphabetical order (of the Norwegian original). Terms also used in the Club Agreement have the same meaning there.

Term	Definition
“the Agreement”	All documents that at any given time form the contractual relationship between the parties: the Digital Agreement Summary (Part A), the General Terms (Part B), the Specific Terms (Part C) and the Data Processing Agreement (Part D), together with any attachments.
“the Term”	The period during which a Package runs in the individual Sports Club, see Part A and clause 11.
“Booking”	A formal request from a sports club to the Customer to purchase or agree on a Sponsor Service.
“Industry”	The industry in which the Customer is registered when purchasing a Category Partner Package, as stated in Part A, for example banking, insurance, energy, real estate brokerage, cars or construction.
“User Account”	The Customer's authenticated account in the Fundel platform, linked to one or more Business Workspaces.
“Business Workspace”	The Customer's dedicated workspace in the Fundel platform, where the Customer manages its sponsor profile, services and requests from sports clubs.
“Downtime”	Periods in which the Services are unavailable due to technical faults, maintenance or other causes.
“Cause Sponsorship”	A Package in which the Customer supports a specific cause in a Sports Club, see clause 17.7 and Attachment 2.
“Fundel”	The Supplier's digital platform and software service (SaaS), including the Sponsor Marketplace and related functionality, as made available by the Supplier from time to time.
“Sports Club”	A sports club that uses Fundel under the Club Agreement, and in which the Customer buys a Package.
“Campaign”	One send-out of the Customer's offer to the Members of a Sports Club, with the Sports Club as sender, through one or more Channels.
“Channel”	Each way in which Members are reached in Fundel: SMS, email, push notification or display in the Fundel app.
“Category Partner”	A Package with industry exclusivity in a Sports Club, see clause 17.6 and Attachment 2.

Term	Definition
“Kickback”	Consideration upon a completed purchase under a Member Benefit, which applies only where specifically agreed under clause 17.10.
“Club Agreement”	The Supplier's customer agreement with the Sports Clubs in force from time to time (Customer Agreement for Fundel Club), which among other things governs the Sports Club's approval of Customers and Campaigns, Members' consent and the Sports Club's share.
“the Customer”	The legal entity (company, organisation or similar) that has entered into the Agreement with the Supplier for the use of Fundel Business.
“the Supplier”	Fundel AS, Reg. No. 929 699 580, the developer and operator of the Fundel platform.
“Member”	A parent/guardian or adult member of a Sports Club who has consented to receive offers from the Sports Club's partners in the relevant Channel.
“Member Benefit”	A Package in which the Customer gives the Members an offer reserved for them, see clause 17.4 and Attachment 2.
“Package”	What the Customer buys per Sports Club per year: Member Benefit, Category Partner or Cause Sponsorship, with content and price as set out in Part A and Attachment 2.
“Launch Period”	The period until and including 31 December 2026, see clause 7.1.
“Sponsor Marketplace” / “SMP”	The part of Fundel where sports clubs' administrators and members can search for, explore and order services from businesses. The Customer is a provider in this marketplace.
“Sponsor Service”	A specific offer unit (product, lead generation or booking) that the Customer creates and offers via the SMP.
“Federation”	A national sports federation in Norwegian sport with which the Supplier cooperates on the sale and delivery of Packages to several Sports Clubs, see clause 17.1.
“the Services”	The specific deliverables the Supplier provides to the Customer under the Agreement through Fundel, as set out in Part A, Part C and Attachment 2, including access to the platform, delivery of Packages and Campaigns, reports and the brokering of requests in the Sponsor Marketplace.

2 CONCLUSION OF THE AGREEMENT, CREDIT ASSESSMENT AND SPORTS CLUB APPROVAL

2.1 Conclusion of the Agreement

The Agreement is entered into electronically by a person with authority to bind the Customer accepting the terms in the Supplier's onboarding portal by ticking boxes, see the Digital Agreement Summary in Part A. The Agreement is deemed concluded when the acceptance is recorded in the portal. The Supplier records the time of acceptance, the accepted version of the terms and identifying information about the accepting user, and sends the Customer a confirmation email with a PDF of the accepted version. The electronic acceptance has the same binding effect between the parties as a physical signature. The Agreement may also be entered into by electronic signature, or by the Customer accepting in writing an order confirmation from the Supplier referring to these terms. The order confirmation then has the same function as Part A.

2.2 Reservation regarding credit assessment

The Supplier reserves the right to carry out a credit assessment of the Customer before or in connection with the conclusion of the Agreement. If the credit assessment gives reasonable grounds, the Supplier may decline to enter into the Agreement, require advance payment or other adequate security, or set other reasonable payment terms. An acceptance recorded in the portal is not binding on the Supplier until any reservation under this provision has been resolved.

2.3 Reservation regarding the Sports Club's approval

Each Package is conditional on the Sports Club having approved the Customer under the Club Agreement. The Sports Club may reject the Customer on reasonable grounds within 5 business days of the order, for example because the Customer conflicts with an exclusive sponsorship agreement the Sports Club already has, or an industry the Sports Club has blocked. If the Sports Club does not respond within that period, the Customer is deemed approved.

If the Customer is rejected, the order is not binding for that Sports Club, and anything paid for it is refunded in full. The Supplier may propose another Sports Club in the same size tier. The rejection does not constitute a breach by the Supplier.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 The Supplier's rights

All intellectual property rights in the Services, including but not limited to source code, design, user interfaces, databases, algorithms and conceptual solutions, belong to the Supplier and/or its licensors. Entering into the Agreement does not transfer any intellectual property rights to the Customer.

The Customer may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Supplier's software. Nor may the Customer copy, distribute, sell, license or transfer access to all or part of the Services to third parties.

3.2 The Customer's right of use

The Supplier grants the Customer a non-exclusive, non-transferable right to use the Services during the Term, limited to the Customer's own business purposes in connection with the Fundel Sponsor Marketplace and the Customer's Packages. The right of use is conditional on the Customer complying with the Agreement at all times and paying the agreed consideration.

3.3 The Customer's content

The Customer retains all rights to its own content (text, images, logos etc.) uploaded to the Business Workspace or delivered for Campaigns. The Customer grants the Supplier and the relevant Sports Clubs

a free, non-exclusive licence to store, display, distribute and make this content available as part of the operation of the Fundel platform and the delivery of Campaigns during the Term. The Customer warrants that the content does not infringe third-party rights. The Supplier may cite the Customer's name and logo as a reference unless the Customer requests otherwise in writing.

3.4 Third-party claims

If a third party claims against the Customer that the Supplier's platform infringes its intellectual property rights, for reasons relating solely to the Supplier's core solution, the Supplier may at its option secure the Customer's continued right of use, modify the solution so that the infringement ceases, or terminate the Agreement against a proportionate refund of prepaid consideration.

4 CONFIDENTIALITY

The parties undertake to treat all information about the other party's business, trade secrets, technical solutions, prices, customer lists and other information exchanged in connection with the Agreement as confidential. Such information shall not be made available to outsiders without the other party's prior written consent, and shall not be used for purposes other than performance of the Agreement.

The duty of confidentiality does not apply to information that is generally known, information received from a third party without a confidentiality obligation, or information that must be made public by law or order of a public authority. The duty of confidentiality applies throughout the Term and for a further three (3) years after the Agreement ends.

5 THE CUSTOMER'S COOPERATION

The Customer shall cooperate loyally so that the Supplier can deliver the Services as agreed. This includes, among other things:

- ensuring that the Supplier at all times has correct and up-to-date contact information, including a valid email address for invoices and notices;
- making necessary content (logo, descriptions, price information, contact details etc.) available within a reasonable time after the conclusion of the Agreement;
- delivering offers, text and material for Campaigns within the deadline in clause 17.2;
- indemnifying the Supplier for losses and costs resulting from the Customer having uploaded content in breach of Norwegian law or third-party rights;
- notifying the Supplier in writing without undue delay of changes to contact information, legal status or other matters of relevance to the Agreement.

If the Customer does not fulfil its duty to cooperate, and this delays delivery, the Supplier is nevertheless entitled to the agreed consideration from the originally agreed delivery date.

6 SUBCONTRACTORS

The Supplier may use subcontractors to deliver the Services, including cloud services, services for sending SMS, email and push, payment infrastructure and technical operations. The Supplier is fully liable to the Customer for its subcontractors' performance in the same way as for its own.

Where subcontractors process personal data, the Supplier ensures they are subject to data protection requirements equivalent to those in the Data Processing Agreement (Part D).

7 PRICES AND PAYMENT TERMS

7.1 Prices

Current prices are set out in Part A and the price list in Attachment 2. All prices are stated excluding VAT in Norwegian kroner. No discounts are given. Prices for extra campaigns change on 1 January 2027, as set out in Attachment 2.

Launch prices apply until and including 31 December 2026 (the Launch Period). During the Launch Period, the Supplier may change the price list and the content of the Packages for new Packages with 14 days' written notice. Packages already ordered keep their price and content for their Term. From 1 January 2027, the Supplier may change the price list and the content of the Packages for new Packages with at least 30 days' written notice. For renewals, clause 7.2 applies.

Any additional services beyond those set out in Part A must be agreed separately and in writing.

7.2 Price adjustment

The price of a Package is fixed during the Term. The Supplier may change the price list for new Packages and for renewals. A changed price for the next Term is notified in the reminder under clause 11, and the Customer may terminate the Package within the deadline set out there. Extra Campaigns are priced under the price list in force when each Campaign is ordered.

7.3 Invoicing and payment terms

Packages are invoiced annually in advance per Sports Club once the Sports Club has approved the Customer under clause 2.3. Extra Campaigns are invoiced on order. For Cause Sponsorship, the Supplier invoices only the activation fee under clause 17.7. The cause amount is invoiced by the Sports Club. Delivery of a Package starts when the invoice for the Package has been paid. SMS invoiced per recipient under Attachment 2 is invoiced when the send-out is ordered, and sent when the invoice has been paid.

Invoices are sent to the Customer's registered invoice email address. The Customer is responsible for keeping the email address up to date.

Invoices fall due for payment 15 days from the invoice date. Payment is deemed made when the amount is available in the Supplier's bank account.

7.4 Late payment and set-off

In the event of late payment, late-payment interest accrues under the Norwegian Late Payment Interest Act (Act of 17 December 1976 No. 100), together with any reminder fees and collection costs. Accrued interest is added to the principal at each year-end.

The Customer may not withhold payment or set off the Supplier's claims against its own counterclaims. The restriction in the previous sentence does not prevent the Customer from setting off counterclaims that are clear and due, and that are either acknowledged by the Supplier or established by a final judgment or other enforceable decision.

8 THE SUPPLIER'S BREACH

8.1 Breach

The Supplier is in breach if the Services are not delivered in accordance with the Agreement, and this is not due to circumstances on the Customer's side or force majeure (see clause 10).

8.2 Notice and complaints

If the Supplier foresees that the Services cannot be delivered as agreed, the Customer shall be notified in writing without undue delay. The Customer shall complain in writing without undue delay after a breach was or should have been discovered. Complaints are sent to kenneth@fundel.no.

8.3 Remedy

The Supplier may require to remedy the breach within a reasonable time. Remedy shall normally be completed within 60 days of receipt of a written complaint.

8.4 Price reduction

If the breach has not been remedied within 60 days, the Customer may claim a proportionate price reduction for the affected period.

8.5 Damages

The Customer may claim compensation for documented, direct financial loss resulting from the Supplier's breach. Compensation is limited to the consideration the Customer has paid excl. VAT for the Package(s) to which the claim relates in the twelve (12) months before the claim arose. The Customer may not claim compensation for indirect loss, loss of profit, consequential loss or loss due to loss of data.

The limitation of liability does not apply in the event of gross negligence or wilful misconduct on the Supplier's part. The limitation in this clause 8.5 and the limitation in clause 32 (DPA) apply cumulatively, so that all claims made by the Customer under the Agreement and the Data Processing Agreement in the same calendar year may not in total exceed the higher of the two caps. Data protection claims arising from the Data Processing Agreement are covered by the limitation in clause 32.

8.6 Termination for breach

The Customer may terminate the Agreement for material breach not remedied within 60 days of a written complaint. Breaches that are not material, or that are remedied within the deadline, do not give grounds for termination.

9 THE CUSTOMER'S BREACH

If the Customer breaches its obligations under the Agreement, the Supplier may, after prior written notice, suspend the Services until the breach has ceased.

Grounds for suspending the Services include:

- payment default lasting more than 30 days after the due date;
- publication of illegal or unlawful content in the Business Workspace, SMP or Campaigns that is not removed within a reasonable deadline set by the Supplier;
- infringement of the Supplier's or third parties' intellectual property rights;
- material breach of the other provisions of the Agreement.

Suspension of the Services does not entitle the Customer to a refund of consideration already paid. The Supplier may charge a reopening fee of NOK 2,000 excl. VAT for reactivating the Services.

In the event of material breach, the Supplier may terminate the Agreement with immediate effect. Payment default exceeding 30 days is always deemed a material breach.

The Supplier may claim compensation for documented loss resulting from the Customer's breach.

10 FORCE MAJEURE

Neither party is liable for breach caused by circumstances beyond the parties' control which they could not reasonably have foreseen, avoided or overcome the consequences of at the conclusion of the Agreement. Such circumstances may include war, mobilisation, natural disasters, general strikes or lockouts, fire, water damage, serious cyberattacks on critical infrastructure, or trade restrictions imposed by public authorities. Failure by a subcontractor is regarded as force majeure when the subcontractor is affected by such circumstances.

The affected party shall notify the other party in writing without undue delay. The obligations are suspended for as long as the situation continues. If the force majeure situation lasts more than 60 consecutive days, either party may terminate the Agreement with 30 days' notice. The Customer is then entitled to a proportionate refund of prepaid but unearned consideration.

11 TERM AND TERMINATION

Each Package runs for 12 months from the start date in the relevant Sports Club (the Term), unless otherwise stated in Part A. The Agreement runs as long as the Customer has at least one active Package.

Packages renew automatically for a further 12 months at the applicable list price, unless either party terminates the Package in writing no later than 60 days before the Term expires. The Supplier sends the Customer a reminder with the price for the next period no later than 90 days before the Term expires.

If the Sports Club has objected to renewal under the Club Agreement, the Package is not renewed in that Sports Club. The Supplier notifies the Customer of this no later than 60 days before the Term expires, and may propose another Sports Club.

Notice of termination shall be sent in writing to kenneth@fundel.no (the Supplier) or to the Customer's registered email address for notices.

The Supplier may terminate the Agreement with 14 days' written notice if the Customer is in debt negotiations, is subject to a bankruptcy petition or has otherwise suspended its payments.

The Customer may not terminate a Package during the Term. Prepaid consideration is not refunded, unless otherwise follows from the Supplier's material breach (clause 8.6), force majeure (clause 10), material changes to the Service (clause 19) or the Sports Club leaving (clause 17.9).

Separate agreements on additional services must be terminated individually. Notice of termination cannot validly be given by a third party without documented authorisation.

Clauses 4 (confidentiality), 7 (payment), 8.5 (damages), 17.4 (the Customer's liability and indemnity), 20 (personal data) and Part D also apply after the Agreement ends, to the extent necessary.

12 ASSIGNMENT

The Supplier may assign its rights and obligations under the Agreement to third parties, including companies in the same group or upon a transfer of business, without the Customer's prior consent. The Customer shall be notified in writing of the assignment.

The Customer may not assign its rights or obligations under the Agreement without the Supplier's prior written consent. Consent may not be withheld without reasonable grounds.

13 GOVERNING LAW AND JURISDICTION

The parties' rights and obligations under this Agreement are governed in their entirety by Norwegian law. If a dispute arises regarding the interpretation or legal effects of the Agreement, the parties shall first seek a solution through negotiations. If negotiations have not succeeded within 30 days after one party has requested negotiations, the dispute shall be resolved by Telemark District Court as the agreed venue.

PART C — SPECIFIC TERMS AND SERVICE DESCRIPTION

14 THE FUNDEL PLATFORM — OVERVIEW

Fundel is a Norwegian platform operated by Fundel AS at fundel.no. Sports clubs use Fundel to communicate with their members via SMS, email, push and the Fundel app, for the Sponsor Marketplace (SMP), and for digital raffle sales (Raffle) and digital trail bingo (BingGo). Through this Agreement the Customer may buy Packages in Sports Clubs, and gains access to the Business Workspace and the Sponsor Marketplace.

The platform is technically built on Elixir/Phoenix LiveView with a PostgreSQL database and runs on Hetzner infrastructure. Send-outs to Members are made through the Supplier's communications subcontractor. The Supplier does not guarantee specific uptime levels (SLA), but aims to keep the Services available with reasonable continuity. The descriptions of the Services in this Part C are indicative and set out the Service's core elements. The Supplier may change, develop and deliver individual features to a varying extent, as long as the Service's core functionality (Business Workspace, Sponsor Marketplace and delivery of Packages) is maintained. No individual feature mentioned in the service description shall be regarded as a separately guaranteed deliverable, unless expressly stated in Part A or Attachment 2.

15 BUSINESS WORKSPACE

15.1 Content and access

The Business Workspace is the Customer's dedicated workspace in the Fundel platform. The Customer is assigned one or more users with access to the Business Workspace. The workspace is logically separated from sports clubs' workspaces in the platform's navigation rail.

15.2 Functionality in the Business Workspace

The Business Workspace includes the following functionality:

- Business Dashboard — overview of incoming requests from sports clubs, suggested clubs based on category and geographic match, active sponsorship agreements, exposure metrics (views, profile visits, bookings) and an income overview from completed transactions;
- Sponsor profile editor — the Customer can edit its public profile: company name, logo, description, website, town/area, industry/category and contact information;
- Sponsor Services — the Customer can create, edit and deactivate individual offer units of the types product, lead and booking, with related price information and any kickback terms;
- Booking management — incoming requests from sports clubs are shown in a request list with the option to accept, reject or complete a booking;
- Packages and Campaigns — overview of the Customer's Packages, planned and completed Campaigns and reports per Sports Club;

- Notifications — the Customer receives notifications in the platform for new requests, status changes and other relevant events.

15.3 Restrictions

The Business Workspace is intended for one legal entity (the Customer). Sharing access with third parties outside the Customer's organisation is not permitted.

16 SPONSOR MARKETPLACE (SMP)

16.1 The Customer's presence in the SMP

As long as the Customer has an active Package, the Customer's sponsor profile and Sponsor Services are visible and searchable for sports clubs' administrators and members in the SMP. Visibility requires that the Customer has a fully completed profile with valid content.

16.2 Categories and searchability

The SMP distinguishes between two categories of businesses: National partners (businesses offering services throughout Norway) and Local businesses (businesses with a local/regional presence). The Supplier categorises the Customer based on registered information and reserves the right to adjust the categorisation on reasonable grounds and with prior notice.

Sorting and exposure in the SMP are determined by the Supplier's algorithm, which takes into account, among other things, geographic distance, reviews/ratings and other relevant factors. The Supplier gives no guarantee of a specific placement or exposure.

16.3 The booking process

A sports club wishing to enter into an agreement with the Customer sends a booking request through the SMP. The Customer is notified and may accept, reject or mark the request as completed. An accepted booking establishes an active sponsorship agreement between the Customer and the sports club concerned, which will appear in both parties' overviews in the platform. The Supplier is not a party to agreements entered into between the Customer and sports clubs through the Sponsor Marketplace, and only provides a technical platform to bring the parties together. The Supplier accepts no liability for performance, quality, delay, defects, payment or other breach in the underlying relationship between the Customer and the sports club, and is not liable for disputes between them.

16.4 The Customer's responsibility for Sponsor Services

The Customer is solely responsible for Sponsor Services being correctly described, lawfully marketed and in accordance with Norwegian marketing practice. The Customer warrants that the price offered is genuine, and that the Customer has the capacity and willingness to deliver the described service. The Supplier may, on reasonable grounds, remove or pause a Sponsor Service, including where the content is contrary to Norwegian law, good business practice or the platform's guidelines.

17 SPONSOR PACKAGES

17.1 Packages and Sports Clubs

The Customer buys one or more Packages per Sports Club. The content of each Package and the price by the Sports Club's size are set out in Attachment 2. The size tier is set by the Sports Club's official

membership in the latest sports registration, or the number confirmed by the Sports Club, and is locked on order for the entire Term. For Sports Clubs with 2,500 members or more, the price is agreed separately.

Packages may be bought for several Sports Clubs in one order, including where the Sports Clubs have been selected in cooperation with a Federation. The price is then the price-list price per Sports Club, unless otherwise agreed in writing. The Supplier is the Customer's contracting party also when Packages are sold through a Federation.

17.2 Campaigns

The Supplier plans and carries out the Campaigns in cooperation with the Customer and the Sports Club. The Customer delivers offers, text and material no later than 10 business days before the agreed send-out. The Supplier may adapt format and length to each Channel.

Each Campaign is sent with the Sports Club as sender, and requires that the Sports Club has approved it. The Sports Club has 5 business days to respond, and a further 3 business days after a reminder. If the Sports Club has not responded, the Campaign is rescheduled. The Sports Club may reject a Campaign on reasonable grounds. The Supplier then proposes amended content or a new time. Rejection or delay by the Sports Club is not a breach by the Supplier. If a Campaign for such reasons cannot be sent during the Term, clause 17.9 applies correspondingly to that Campaign.

Campaigns are sent only to Members who have consented to receive offers from the Sports Club's partners in the relevant Channel. Consent is given with the Sports Club as sender. Campaigns are not sent to children under 18.

Each Member receives at most 2 sponsor messages per month from all of the Sports Club's partners combined. The Supplier sets the time of send-out within this limit, in dialogue with the Customer. The Customer may order more Campaigns than included in the Package, at the price in Attachment 2, to the extent the limit allows.

For Packages purchased through a Federation, and in Sports Clubs with more than 2,000 members, SMS is not included in the Package price. SMS is then invoiced per recipient under Attachment 2. The Supplier states the number of recipients with consent before the send-out, and the Customer approves the number and the amount. Push, email and display in the Fundel app are included as before.

17.3 No guarantee of reach or response

The Supplier delivers the Campaigns and placements included in the Package to the Members who have consented at the time of send-out. The Supplier does not guarantee the number of recipients, opens, replies, sales or any other effect. Changes in the number of Members during the Term give no grounds for a price reduction.

Push, display in the Fundel app, birthday offers and newsletters are delivered from the date the feature is available in the relevant Sports Club. The Supplier informs the Customer of the start date. Until then, Campaigns are sent by SMS and email. If a deliverable in Attachment 2 has not been delivered by the end of the Term, the Supplier gives a proportionate credit or refund for that deliverable.

17.4 The member offer and the Customer's responsibility

Campaigns in Member Benefit and Category Partner shall contain an offer reserved for the Members, and not available to the general public on the same terms. The Customer sets the offer and is solely

responsible for it being correct, lawful and capable of being honoured.

The Customer is responsible for ensuring that offers and text comply with the Marketing Control Act and the rules for the Customer's industry, including requirements on information about price, terms and product. Customers in insurance, banking and finance or real estate brokerage are themselves responsible for complying with the special rules on marketing and distribution in their industry.

The Supplier and the Sports Club do not advise on the Customer's products, do not broker agreements between the Customer and the Members, and receive no consideration dependent on whether a Member buys a product from the Customer, unless Kickback is agreed under clause 17.10.

The Customer shall indemnify the Supplier and the Sports Club against claims from Members, authorities or other third parties, including administrative fines, arising from the Customer's offer, text or material, or the Customer's use of information under clause 20.

17.5 Reports and requests

The Supplier sends the Customer a report per Sports Club each month, with the number of recipients, opens and clicks or replies per Campaign. The report does not contain personal data about the Members.

For Category Partner, the report also contains requests from Members who have themselves asked to be contacted by the Customer (lead report). Such information is disclosed only when the Member has requested it, and the Customer is an independent controller for it, see clause 20.

17.6 Industry exclusivity and right of first refusal (Category Partner)

As long as the Customer has an active Category Partner Package in a Sports Club, the Supplier will not sell Packages to other businesses in the same Industry in that Sports Club.

The exclusivity applies to Packages delivered through Fundel. It does not cover the Sports Club's own sponsorship agreements outside Fundel, or agreements a Federation has concluded centrally. Other businesses may still have a profile and Sponsor Services in the Sponsor Marketplace, but do not get Campaigns, newsletter placements or advertisements in the Sports Club. Nor will the Supplier sell Packages that conflict with exclusive sponsorship agreements or industry blocks the Sports Club has registered in Fundel.

Right of first refusal: If the Customer has terminated a Category Partner Package, and the Supplier within 6 months after expiry wishes to sell Category Partner in the same Industry and Sports Club to another business, the Customer shall first be offered it on the same terms, with 14 days to respond.

17.7 Cause Sponsorship

The Sports Club posts specific causes in Fundel, for example kits, referee costs or membership fees for children who would otherwise not take part. The Customer chooses the cause and amount, minimum NOK 5,000.

The cause amount is agreed and invoiced directly between the Sports Club and the Customer. The Supplier is not a party to this payment and does not receive the cause amount. The VAT treatment of the cause amount is the responsibility of the Sports Club and the Customer.

The Supplier invoices the Customer an activation fee of 15 % of the cause amount, minimum NOK 1,500. The activation fee is waived where the Customer has an active Category Partner Package in the same

Sports Club at the time the Cause Sponsorship is ordered. The fee covers a thank-you message from the Sports Club to the Members by push and email, visibility in the Fundel app, and a photo and short report from the Sports Club to the Customer within 3 months after the cause has been completed. Cause Sponsorship does not include SMS.

17.8 The Sports Club's share

The Package price is in its entirety the Supplier's consideration and is paid to the Supplier. The Supplier pays the Sports Club consideration for marketing under the Club Agreement. This is the Supplier's independent obligation towards the Sports Club. The same applies to any consideration to a Federation.

The Supplier does not receive or hold funds on behalf of the Sports Club or a Federation. The Customer is not a party to the settlement between the Supplier and the Sports Club.

17.9 When the Sports Club leaves

If a Sports Club stops using Fundel during the Term, the Package in that Sports Club ends. The Supplier refunds what has not been delivered: a proportionate share of the Package price for the remaining full months, and in full for ordered Extra Campaigns not yet sent.

Instead of a refund, the Customer may, by agreement with the Supplier, move the Package to another Sports Club in the same size tier for the remainder of the Term.

17.10 Kickback

Kickback may be agreed separately for Member Benefit when the Supplier offers a solution that records completed purchases. The rate is then agreed in a separate addendum to the Agreement.

Payment for the purchase is made through Stripe (Stripe Payments Europe, Limited, an e-money institution licensed in the EEA), with the Customer as seller. The Kickback is the Supplier's consideration from the Customer and is deducted before the purchase price is paid out to the Customer. Upon refund or chargeback of the purchase, the Kickback is reduced accordingly. To use Kickback, the Customer must have a Stripe account and accept Stripe's terms.

The Supplier pays the Sports Club consideration equal to 85 % of the Kickback excluding VAT, as the Supplier's independent obligation under the Club Agreement. The Customer is not a party to that settlement. The Supplier does not receive or hold funds on behalf of the Customer or the Sports Club. Campaigns with Kickback disclose that the Sports Club receives a commission.

Kickback, and other consideration that depends on sales, does not apply to Customers in insurance, banking and finance or real estate brokerage.

18 THE CUSTOMER'S PROFILE AND CONTENT

18.1 Content requirements

All content the Customer uploads or publishes in the platform, or delivers for Campaigns, including descriptions, images, logos, offers and prices, shall:

- be correct, complete and not mislead users or sports clubs;
- not infringe third-party intellectual property rights;
- comply with the Norwegian Marketing Control Act and other relevant legislation;

- not be directed at children or designed in a way that particularly appeals to children;
- not contain illegal, offensive or discriminatory content.

18.2 The Customer's warranties

The Customer warrants that information about public approvals, authorisations, certifications or industry affiliation is correct and up to date. The Customer shall notify the Supplier in writing without undue delay if such information changes.

18.3 The Supplier's right to remove content

The Supplier may, on reasonable grounds, remove, hide or refuse to publish the Customer's content, or stop a Campaign, if the content is considered contrary to Norwegian law, good business practice, the platform's guidelines, or may harm the interests of the Supplier, the Sports Club or third parties. The Customer is notified of such action without undue delay.

19 CHANGES TO THE SERVICE

The Supplier may update, improve and change the Services on an ongoing basis. Minor changes and improvements may be made without prior notice.

Material changes that degrade the core functionality of the Services for the Customer are notified in writing with at least 30 days' notice. In such cases the Customer may terminate the Agreement with effect from the date of the change, and is entitled to a proportionate refund of prepaid consideration for the remaining term.

The Supplier may discontinue individual components of the Services (e.g. specific integrations) if this is due to the loss of third-party dependencies, without this constituting a material breach, provided the core services (Business Workspace, SMP and delivery of Packages) remain available.

The Supplier may update the terms of the Agreement. New terms apply to new Packages and from the next renewal of running Packages, and are notified to the Customer in writing at least 60 days before they take effect. The Customer may then terminate affected Packages with effect from the end of the current Term.

20 PERSONAL DATA IN THE CONTEXT OF THE SERVICES

The Supplier processes personal data about the Customer's contact persons to administer the contractual relationship and deliver the Services. The Supplier is the controller for such processing.

To the extent the Services involve the Supplier processing personal data on behalf of the Customer (as Controller), this is governed by the Data Processing Agreement in Part D.

The Supplier processes data about the Sports Clubs' Members as a processor for the Sports Clubs, which are the controllers under the Club Agreement. The Customer has no access to the Sports Clubs' members or member registers, and such data is not covered by Part D. Reports to the Customer show aggregated figures only, and no figures for groups of fewer than 5 people.

When a Member personally asks to be contacted by the Customer, the Supplier discloses the Member's contact details to the Customer. The Customer is then an independent controller for the data and may use it to respond to the request. Any other use, including later marketing, requires the Customer to have its own legal basis.

21 TERM AND TERMINATION

The term, renewal and termination of the Agreement are exhaustively governed by clause 11 (Term and Termination), see Part A.

PART D — DATA PROCESSING AGREEMENT (DPA)

This Data Processing Agreement (“DPA”) forms an integral part of the Agreement between Fundel AS (the “Processor”) and the Customer (the “Controller”). The DPA governs the Processor's processing of personal data on behalf of the Controller in connection with the delivery of the Services. In the event of a conflict between the DPA and other parts of the Agreement on data protection matters, the DPA prevails.

22 BACKGROUND AND PURPOSE

As part of delivering the Services, Fundel AS (the Processor) will process personal data on behalf of the Customer (the Controller). The processing is necessary to deliver the Services as described in Part C. This DPA sets out the parties' obligations under the EU General Data Protection Regulation (GDPR) and the Norwegian Personal Data Act.

23 DEFINITIONS

In this DPA the following terms have these meanings. The definitions are listed in alphabetical order.

- “Controller” — the Customer, which determines the purposes and means of the processing of personal data.
- “Processor” — Fundel AS, which processes personal data on behalf of the Controller.
- “GDPR” — the EU General Data Protection Regulation 2016/679.
- “Personal Data” — any information relating to an identified or identifiable natural person, see Article 4(1) GDPR.
- “Personal Data Breach” — a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of personal data.
- “Data Protection Legislation” — laws and regulations on the processing of personal data in force from time to time, including the GDPR and the Norwegian Personal Data Act.
- “Sub-processor” — a third party engaged by the Processor to carry out specific processing tasks.

Otherwise, terms shall be understood as defined or used in the Data Protection Legislation.

24 SCOPE OF PROCESSING

24.1 Purpose

The Processor processes personal data solely to deliver the Services as described in Part C, including:

- administration of the Customer's Business Workspace and User Account;
- display of the Customer's contact person and company information in the SMP;
- forwarding booking requests from sports clubs to the Customer;
- sending notifications and invoice-related communication;
- operation, maintenance and error correction of the Services.

24.2 Categories of data subjects and personal data

Data subjects	Personal data
The Customer's contact persons	Name, position, email address, telephone number
The Customer's Business Workspace users	Name, email address, password (encrypted), login history
Sports clubs' representatives	Name, email address (only in connection with booking requests)

24.3 Duration of processing

The Processor processes personal data as long as the Agreement runs and the processing is necessary to deliver the Services. When the Agreement ends, the Processor shall, at the Controller's (the Customer's) choice, either delete or anonymise all personal data, or return it to the Customer, see Article 28(3)(g) GDPR. Unless the Customer requests return, the personal data is deleted or anonymised by default within 90 days after termination. Return takes place at the Customer's written request, within a reasonable time and in a commonly used format, against reasonable compensation for the Processor's costs. The Processor may nevertheless retain personal data for as long as and to the extent storage is required by applicable law, including the Norwegian Bookkeeping Act. Data retained on this basis is processed only for the purpose of the storage obligation, and deleted when the obligation ceases.

25 THE CONTROLLER'S OBLIGATIONS

The Controller (the Customer) undertakes to:

- ensure there is a valid legal basis for all processing of personal data on which it instructs the Processor, see Article 6 GDPR;
- fulfil data subjects' rights under Chapter III GDPR;
- notify the relevant supervisory authority and the data subjects of personal data breaches on the Controller's side, see Articles 33 and 34 GDPR;
- keep the Processor continuously informed of changes in purposes, categories of personal data or data subjects that affect the Processor's instructions.

26 THE PROCESSOR'S OBLIGATIONS

The Processor undertakes to:

- process personal data only in accordance with documented instructions from the Controller and for the purpose set out in clause 24;
- notify the Controller without undue delay if an instruction in the Processor's opinion infringes applicable data protection legislation;

- assist the Controller in fulfilling data subjects' rights under Chapter III GDPR, to the extent the Processor holds the necessary information;
- assist with documentation and compliance with Articles 32–36 GDPR, taking into account the nature of the processing;
- ensure confidentiality for all personnel with access to personal data under this DPA.

Assistance as mentioned above that goes beyond what is natural in the Processor's ongoing service delivery is provided against payment at the Processor's applicable hourly rates, unless otherwise agreed.

27 SECURITY

The Processor shall at all times have implemented appropriate technical and organisational measures to protect personal data against unauthorised access, alteration, dissemination or deletion. The measures shall be proportionate to the risk associated with the processing.

The Processor ensures that only authorised personnel have access to personal data, and that such personnel are subject to a confidentiality obligation.

28 SUB-PROCESSORS

The Processor may engage sub-processors to carry out specific tasks under this DPA. Such sub-processors may include cloud and operations infrastructure (e.g. Hetzner), payment services and communication services. The Processor enters into a written agreement with the sub-processors imposing at least the data protection requirements set out in this DPA.

Upon conclusion of the Agreement, the Controller gives general consent to the use of sub-processors. The Processor notifies the Controller of new or replaced sub-processors without undue delay after the Processor has itself been notified, and where possible before the change takes effect. The Controller may object to the change on reasonable grounds. If the Processor cannot maintain the service without the sub-processor concerned, and the Controller maintains its objection, either party may terminate the Agreement with 30 days' notice.

29 INTERNATIONAL DATA TRANSFERS

Personal data is primarily stored and processed within the EEA. Transfers to third countries take place only to sub-processors listed in Attachment 1 or notified under clause 28, and only on a lawful transfer basis under Chapter V GDPR, such as the EU Standard Contractual Clauses or a valid adequacy decision.

30 PERSONAL DATA BREACHES

The Processor notifies the Controller in writing without undue delay after becoming aware of a personal data breach. The notice shall contain: a description of the breach, categories and approximate number of data subjects affected, likely consequences, and measures taken or planned.

If not all information is available at the time of the first notice, supplementary information is provided without undue delay.

Responsibility for notifying the Data Protection Authority and the data subjects under Articles 33 and 34 GDPR lies with the Controller. The Processor shall on request assist the Controller with such notification, see Article 28(3)(f) GDPR.

31 AUDITS

The Processor makes available to the Controller all documentation necessary to demonstrate compliance with the GDPR and this DPA, including any audit reports from an independent third party.

As a general rule, audits take place by the Processor making documentation as mentioned in the previous paragraph available, including updated procedures, security statements and audit reports from an independent third party. A physical audit may be carried out by the Controller or an independent auditor bound by confidentiality if there are reasonable grounds that cannot be clarified through a document-based audit, or if required by the Data Protection Legislation. A physical audit shall be notified in writing with at least 30 days' notice, may not be carried out more than once per calendar year, and shall be carried out so as not to disrupt the Processor's ordinary operations. Assistance from the Processor with audits is provided against payment at applicable hourly rates, unless the audit reveals material deviations attributable to the Processor.

32 LIMITATION OF LIABILITY (DPA)

The Processor's liability for breach of this DPA is limited to the Controller's direct loss. Indirect loss, including loss of profit and consequential loss, is not covered. Total liability under the DPA in a calendar year is capped at 50 % of the consideration the Controller has paid to the Processor in that calendar year. The limitation does not apply in the event of gross negligence or wilful misconduct.

PART E — ATTACHMENTS AND TEMPLATES

ATTACHMENT 1 — DATA PROCESSING SCHEDULE

This schedule sets out the framework for the Processor's processing of personal data on behalf of the Customer, see Part D. Upon electronic conclusion of the Agreement, the schedule's fillable fields are populated automatically from the information the Customer has provided during onboarding in the portal, and reproduced in the confirmation the Customer receives by email. The fields are thus not completed manually. The automatically populated information forms an integral part of this schedule and the Data Processing Agreement.

Controller (the Customer)	—, org.nr. —
Processor	Fundel AS, Reg. No. 929 699 580
Agreement number / reference	—
Purpose of processing	Delivery of the Fundel Business Services
Nature of processing	Storage, display, forwarding of contact data and company information
Categories of data subjects	The Customer's contact persons, Business Workspace users
Categories of personal data	Name, email, telephone, password (encrypted)
Duration of processing	The term of the Agreement + 90 days after termination (see clause 24.3)
Primary storage location	Hetzner — EEA (primarily EU/Germany)
Sub-processors (known)	Hetzner Online GmbH (operations and storage, Germany/Finland). ActiveCampaign, LLC, service Postmark (transactional email, USA, transfer basis: EU–US Data Privacy Framework). Stripe Payments Europe, Limited (payment, invoicing and Kickback settlement).
Security measures (overview)	Encryption at rest and in transit, role-based access control, logging
Data protection contact — Supplier	kenneth@fundel.no

ATTACHMENT 2 — PRICE LIST AND PACKAGE CONTENT

The prices are launch prices until and including 31 December 2026, and may change under clauses 7.1 and 7.2. Extra campaigns have a new price from 1 January 2027. All prices are per Sports Club per year and exclude VAT. No discounts are given. Size tiers are set under clause 17.1.

PRICES PER SPORTS CLUB PER YEAR

Package	Up to 299	300–799	800–1,499	1,500–2,499	2,500 or more
Member Benefit	NOK 6,000	NOK 9,000	NOK 14,000	NOK 20,000	By agreement
Category Partner	NOK 12,000	NOK 20,000	NOK 35,000	NOK 50,000	By agreement
Extra Campaign during the Launch Period (to 31.12.2026)	NOK 1,000	NOK 1,500	NOK 2,500	NOK 3,500	By agreement
Extra Campaign from 1.1.2027	NOK 1,500	NOK 2,500	NOK 4,000	NOK 5,500	By agreement

CAUSE SPONSORSHIP

Cause amount	Minimum NOK 5,000. Invoiced by the Sports Club directly to the Customer (clause 17.7)
Activation fee	15 % of the cause amount, minimum NOK 1,500. Invoiced by the Supplier. No activation fee when the Customer is a Category Partner in the Sports Club (clause 17.7)

SMS IN FEDERATION DEALS AND LARGE SPORTS CLUBS

Applies to	Packages purchased through a Federation, and Packages in Sports Clubs with more than 2,000 members
Price	NOK 1.50 per recipient per SMS send-out, excl. VAT. The Package price is the same as in the table above
Included in the Package price	Push, email and display in the Fundel app. SMS is not included
Invoicing	When the send-out is ordered, based on the number of recipients with consent approved by the Customer. The send-out takes place when the invoice has been paid (clause 17.2)

CONTENT PER PACKAGE

Member Benefit	1 Campaign with the Sports Club as sender (push, email and 1 SMS send-out, except in large deals, see above), advertisement in the Fundel app all year, 4 newsletter placements, birthday offer to the Members and a monthly report
Category Partner	Industry exclusivity and right of first refusal (clause 17.6), 2 Campaigns with the Sports Club as sender (push, email and up to 2 SMS send-outs, except in large deals, see above), advertisement in the Fundel app all year, a fixed placement in all newsletters, birthday offer to the Members, monthly report and lead report (clause 17.5)
Cause Sponsorship	Thank-you message from the Sports Club to the Members by push and email, visibility in the Fundel app, and a photo and report from the Sports Club. No SMS
Extra Campaign	One Campaign beyond those included in the Package, in the same Channels as the Package, within the limits in clause 17.2. In large deals, SMS is added per recipient

LIMITS PER SPORTS CLUB

Number of partners	At most 8 Member Benefits and 2 Category Partners per Sports Club per year
Messages to Members	At most 2 sponsor messages per Member per month, from all partners combined
Recipients	Parents/guardians and adult Members who have consented in the relevant Channel. No Campaigns to children