FUNDEL CLUB

Customer Agreement — Fundel Club

DRAFT — NOT YET ACCEPTED

CLUB	—
ORGANISATION NUMBER	not registered
AGREEMENT NUMBER	—
ACCEPTED	—
VERSION	v1.0

Preview copy of the current club customer agreement. This document has not been accepted and is not a binding agreement.

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 CLUB

Club Workspace, Sponsor Marketplace, Heart Club Scheme and Digital Raffle Sales

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

Club: populated automatically from the information provided by the Club upon electronic registration in the portal.

PART A — DIGITAL AGREEMENT SUMMARY

This summary reflects the key terms the Club has accepted electronically in the Supplier's registration portal, and forms an integral part of the Agreement. The order of precedence set out 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
The Club	[name of club/association], Reg. No. [reg. no., if registered], address [address], contact person [contact person], email [email] — populated automatically from the portal

PARTICIPATION AND PRICE

Registration fee	None
Subscription	None — free to participate
Minimum term / lock-in	None
Fee payable to the Supplier	No direct claim against the Club — the Supplier's fee is taken as a share of transactions, see below

REVENUE SOURCES AND SPLIT (see clauses 16, 18, 19 and 20)

Source	Basis	Club receives	Fundel receives
Heart Club Contribution	NOK 100 per month, per Business that has selected the Club as its Heart Club	**100 %**	0 %
Kickback from sponsor	The Business sets the rate; minimum 5 %, recommended 10 % of transaction value on Members' purchases	**85 %**	15 %
Digital Raffle Sales	Revenue from digital raffle tickets and campaigns sold via the platform	**75 %**	25 %
Direct Sponsorship Agreements	Agreements the Club negotiates directly itself, without SMP or the kickback mechanism	**100 %**	0 %

SETTLEMENT AND PAYOUT

Payout account	The Club's Connected Account with the Supplier's payment provider (Stripe Connect), set up upon registration
Payout frequency	Monthly in arrears, together with a settlement statement
Precondition	Completed identity and beneficial-ownership verification (KYC) of the Connected Account, see clause 21

TERM AND TERMINATION

Effective date	Upon registration in the portal
Duration	Ongoing, with no fixed end date and no minimum term
Termination	In writing, at any time, effective upon receipt for future activity. Amounts already accrued are settled in the ordinary payout cycle, see clause 11
Complete terms	Part B General Terms, Part C Specific Terms, Part D Data Processing Agreement — available via a link in the portal

Confirmation of acceptance

The Agreement is entered into by a person with signing authority or valid authorisation to bind the Club 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 user accepting, and sends a confirmation email with a PDF of the accepted version.

☐ I confirm that I have signing authority or valid authorisation to enter into this Agreement on behalf of the Club, in accordance with the Club's articles of association or a valid board resolution.

☐ I have read and accept the complete terms of the Agreement (Parts B, C and D).

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 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.

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 from time to time running from the effective date set out in Part A, with no fixed end date, see clause 11.
“Business”	A customer of Fundel Business that offers Sponsor Services via the Sponsor Marketplace, under the Fundel Business agreement between the Supplier and the relevant business.
“Digital Raffle Sales”	The Club's sale of digital raffle tickets and similar digital campaigns to supporters via the platform, see clause 19.
“Direct Sponsorship Agreement”	An agreement the Club negotiates directly itself with a Business or other sponsor, without being brokered through the Sponsor Marketplace or the kickback mechanism, see clause 20.
“Heart Club Contribution”	The monthly amount the Supplier pays to the Club when a Business has selected the Club as its “Heart Club” in Fundel Business, see clause 16.
“Kickback”	Consideration that, upon completion of a transaction linked to a Business's Sponsor Service, accrues to the Club and the Supplier in accordance with the kickback model in force from time to time, see clause 18.
“Club Workspace”	The Club's dedicated workspace in the Fundel platform, where the Club manages its profile, its administrators and an overview of its revenue sources.
“the Club”	The sports club or similar association that has registered to use Fundel Club and entered into the Agreement with the Supplier.
“the Supplier”	Fundel AS, Reg. No. 929 699 580, the developer and operator of the Fundel platform.
“Member”	A person affiliated with the Club (member, supporter or similar) who, via the platform, may purchase Digital Raffle tickets or make a purchase from a Business that triggers a Kickback.
“Sponsor Marketplace” / “SMP”	The part of Fundel where the Club's administrators can search for, review and send booking requests to Businesses.

“Connected Account”	The Club's own account with the Supplier's payment provider (as at the date of the Agreement, Stripe Connect), set up by the Club as part of registration, to which payouts from the Supplier are made.
“the Services”	The specific deliverables the Supplier provides to the Club under the Agreement through use of Fundel, including access to the Club Workspace, presence in the Sponsor Marketplace, the Heart Club scheme, kickback handling and Digital Raffle Sales.

2 ENTERING INTO THE AGREEMENT AND REPRESENTATION

2.1 Entering into the Agreement

The Agreement is entered into electronically when a person with signing authority or valid authorisation to bind the Club accepts the terms in the Supplier's registration portal by ticking the relevant boxes, see the Digital Agreement Summary in Part A. The Agreement is deemed entered into at the time acceptance is recorded in the portal. The Supplier records the time of acceptance, the version of the terms accepted, and identifying information about the accepting user, and sends the Club a confirmation email with a PDF of the accepted version. Electronic acceptance has the same binding effect between the parties as a physical signature.

2.2 Representation and signing authority

Sports clubs and similar associations are normally not subject to the rules on registered signing authority under the Norwegian Limited Liability Companies Act. The person accepting the Agreement on behalf of the Club therefore expressly confirms that they hold signing authority or valid authorisation to do so under the Club's articles of association or a valid board resolution. Where there is a reasonable basis for doubt, the Supplier may request documentation (such as board minutes or the articles of association) before the Agreement is considered finally entered into, or before the first payout to the Club is made.

The Supplier may carry out ordinary identity and organisational checks on the Club, including lookups in the Norwegian Register of Business Enterprises or the Register of Non-Profit Organisations, as part of its anti-money-laundering and fraud-prevention procedures in connection with payouts.

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 interface, databases, algorithms and conceptual solutions, belong to the Supplier and/or its licensors. Entering into the Agreement does not involve any transfer of intellectual property rights to the Club. The Club has no right to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Supplier's software.

3.2 The Club's right of use

The Supplier grants the Club a free of charge, non-exclusive, non-transferable right to use the Services during the Term, limited to the Club's own use in connection with Fundel Club. The right of use is conditional on the Club complying with the terms of the Agreement at all times.

3.3 The Club's content

The Club retains all rights to its own content (text, images, logo, etc.) uploaded to the Club Workspace. The Club grants the Supplier a royalty-free, non-exclusive licence to store, display, distribute and make this content available as part of operating the Fundel platform during the Term. The Club warrants that uploaded content does not infringe the rights of any third party.

3.4 Third-party claims

If a third party brings a claim against the Club alleging that the Supplier's platform infringes that party's intellectual property rights for reasons solely attributable to the Supplier's core solution, the Supplier may, at its discretion, either secure the Club's continued right of use, modify the solution so that the infringement ceases, or terminate the Agreement.

4 CONFIDENTIALITY

The parties undertake to treat as confidential all information about the other party's business, trade secrets, technical solutions and other information exchanged in connection with the Agreement. Such information shall not be made available to outside parties without the prior written consent of the other party. The confidentiality obligation does not apply to information that is generally known or that must be disclosed under law or order of a public authority, and applies throughout the Term and for a further three (3) years after the Agreement ends.

5 THE CLUB'S COOPERATION

The Club is obliged to cooperate loyally so that the Supplier can deliver the Services as agreed. This includes, among other things:

- ensuring the Supplier at all times has correct and up-to-date contact information, including a valid email address for notices;
- completing the required identity and beneficial-ownership verification (KYC) of the Connected Account without undue delay after registration;
- making necessary content (logo, description, contact details, etc.) available within a reasonable time after registration;
- notifying the Supplier in writing without undue delay of changes to signing authority, articles of association, legal status, account details or other matters of relevance to the Agreement;
- ensuring that Digital Raffle Sales are conducted in accordance with applicable law, see clause 19.

6 SUBCONTRACTORS

The Supplier is entitled to use subcontractors in delivering the Services, including cloud services (Hetzner) and payment infrastructure (Stripe). The Supplier is fully liable to the Club for the performance of its subcontractors in the same way as for its own performance. 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 NO FEE PAYABLE BY THE CLUB

The Club pays no fee to the Supplier under this Agreement. The Supplier's share of Kickback (clause 18) and of Digital Raffle Sales revenue (clause 19) is deducted from the underlying transaction directly through the payment provider, and does not constitute a claim against the Club.

8 BREACH BY THE SUPPLIER

8.1 Breach

A breach on the part of the Supplier occurs if the Services are not delivered in accordance with the Agreement, including unjustified delay in paying out amounts to the Club, and this is not due to circumstances on the part of the Club or force majeure (see clause 10).

8.2 Notice and complaint

The Club shall raise a complaint in writing without undue delay after a breach has been, or should have been, discovered. Complaints shall be sent to kenneth@fundel.no.

8.3 Remedy

The Supplier shall remedy the breach within a reasonable time, normally within 60 days of receiving a written complaint. Where a delayed payout is due to circumstances on the part of the Supplier, the amount shall be paid without undue delay.

8.4 Damages

The Club may claim damages for documented, direct financial loss resulting from the Supplier's breach. Damages are limited to an amount equal to three (3) times the Club's average monthly payout under clause 21 over the twelve (12) months preceding the claim. The Club may not claim damages for indirect loss, loss of profit or consequential loss.

The limitation of liability does not apply in the event of gross negligence or wilful misconduct on the part of the Supplier. The limitation in this clause 8.4 and the limitation in clause 36 (DPA) apply cumulatively, such that all claims raised by the Club under the Agreement and the Data Processing Agreement in the same calendar year, taken together, may not exceed the amount set out in this clause.

8.5 Termination for breach

The Club may terminate the Agreement in the event of a material breach by the Supplier that is not remedied within 60 days of a written complaint.

9 BREACH BY THE CLUB

If the Club breaches its obligations under the Agreement, the Supplier may, following prior written notice, suspend the Services, including withholding payouts, until the breach has ceased. Grounds for suspension include, among others:

- incorrect information regarding signing authority, organisation or account details;
- unlawful or misleading content in the Club Workspace, including in the marketing of Digital Raffle Sales;
- conducting Digital Raffle Sales in breach of applicable law, see clause 19, which is not remedied within a reasonable period;
- attempted fraud, duplicate payouts, or other dishonest use of the platform;
- material breach of the other provisions of the Agreement.

In the event of a material breach, the Supplier may terminate the Agreement with immediate effect. Suspension or termination due to the Club's breach does not entitle the Club to damages or compensation from the Supplier beyond amounts the Club had already accrued a right to at the time of suspension, and which are not subject to a lawful withholding under this clause.

10 FORCE MAJEURE

Neither party is liable for a breach caused by circumstances beyond the party's control that the party could not reasonably have foreseen, avoided or overcome the effects of when the Agreement was entered into, including war, natural disasters, general strikes, serious cyberattacks or government-imposed restrictions. The affected party shall notify the other party in writing without undue delay. If the force majeure event continues for more than 60 consecutive days, either party may terminate the Agreement on 30 days' notice.

11 TERM AND TERMINATION

The Agreement runs from the time of registration and continues until further notice, with no fixed end date and no minimum term or lock-in period. Either party may terminate the Agreement in writing at any time, with effect from the Supplier's receipt of the termination notice as regards future activity (new Kickback registrations, Digital Raffle Sales and Heart Club Contributions cease from the date of termination).

Amounts the Club has accrued a right to up to the date of termination are settled in the ordinary payout cycle under clause 21, unless the amount is subject to a lawful withholding under clause 9 or 21.4.

Notice of termination shall be sent in writing to kenneth@fundel.no (the Supplier) or to the Club's registered email address for notices. The Supplier may terminate the Agreement on 14 days' written notice if the Club ceases to exist as an organisation, or can no longer document valid signing authority for any representative.

12 ASSIGNMENT OF THE AGREEMENT

The Supplier may assign its rights and obligations under the Agreement to third parties, including companies within the same group or in connection with a business transfer, without the Club's prior consent. The Club shall be notified in writing of the assignment. The Club may not assign its rights or obligations under the Agreement without the Supplier's prior written consent.

13 GOVERNING LAW AND VENUE

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 effect of the Agreement, the parties shall first seek to resolve it through negotiation. If negotiations do not lead to a resolution within 30 days, the dispute shall be resolved by the Oslo District Court (Oslo tingrett) as the agreed venue.

PART C — SPECIFIC TERMS AND DESCRIPTION OF SERVICES

14 THE FUNDEL PLATFORM — OVERVIEW

Fundel is a Norwegian SaaS platform operated by Fundel AS at fundel.no. Under this Agreement, the Club is given access to Fundel's club-facing offering: the Club Workspace, digital raffle sales (Raffle), digital trail bingo (BingGo), and the Club's presence in the Sponsor Marketplace (SMP). The platform is technically built on Elixir/Phoenix LiveView with a PostgreSQL database and is hosted on Hetzner infrastructure. The Supplier does not guarantee any specific uptime level (SLA), but aims to keep the Services available with reasonable continuity.

15 CLUB WORKSPACE

The Club Workspace is the Club's dedicated workspace in the Fundel platform, and includes, among other things:

- Club Dashboard — an overview of Heart Club Contributions, Kickback, Digital Raffle Sales and settlement statements;
- Club profile editor — the Club can edit its name, logo, description, sport/category, location and contact information;
- Administrators — the Club can grant several users access to the Club Workspace;
- Sponsor search — the Club can search for Businesses and send booking requests via SMP;
- Raffle tools — creation and management of digital raffle campaigns;
- Notifications — the Club receives notifications of new Heart Club Businesses, completed transactions and settlements.

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

16 THE HEART CLUB SCHEME

16.1 What the scheme entails

Businesses that are customers of Fundel Business can select the Club as their “Heart Club” in the Supplier's portal. For as long as the Business's subscription is active and the Club remains selected, the Supplier pays a fixed monthly amount to the Club, see Part A. The scheme requires no action on the part of the Club beyond being registered and visible in the portal.

16.2 Nature of the payment

The Heart Club Contribution is the Supplier's own, independent obligation to the Club, and does not constitute the forwarding of an amount that belongs to the Club prior to payout. The Club's right to the Contribution arises from this Agreement alone. This characterisation follows the same structure applied to the kickback arrangement in clause 18.2.

16.3 Change of rate

The Supplier may change the rate for future periods on at least 30 days' written notice. A change does not apply to periods for which the Club has already accrued a right to a Contribution.

16.4 Cessation

If the Business cancels its subscription to Fundel Business or changes its Heart Club, the Contribution ceases from the following calendar month.

17 SPONSOR MARKETPLACE FROM THE CLUB'S PERSPECTIVE

The Club may search for and send booking requests to Businesses via SMP. An accepted booking establishes an active sponsorship relationship between the Club and the relevant Business. The Supplier is not a party to agreements entered into between the Club and a Business through the Sponsor Marketplace, and provides only a technical platform to bring the parties together. The Supplier assumes no liability for performance, quality, delay or other breach in the underlying relationship between the Club and the Business.

18 THE KICKBACK MODEL

18.1 The Club's right to Kickback

When a Member completes a transaction linked to a Business's Sponsor Service on kickback terms, the Club receives consideration equal to 85 % of the Kickback. The Supplier retains 15 % as a transaction fee. The Business sets the kickback rate per Sponsor Service, at a minimum of 5 % and a recommended 10 % of transaction value, see the Fundel Business agreement clause 17.1.

18.2 Basis for the Club's right

The Club's right to 85 % of the Kickback arises from this Agreement, and constitutes the Supplier's own, independent obligation to the Club. Payment for Sponsor Services is made directly from the end customer to the Business through the Supplier's payment provider. Upon completion of a transaction, the Kickback is charged as the Supplier's agreed fee under clause 17.1 of the Fundel Business agreement, and is deducted by the payment provider before the purchase price is paid out to the Business. The Supplier does not receive or hold funds belonging to the Club in its own account — all amounts are transferred by the payment provider to the Club's Connected Account.

18.3 Settlement

Payouts to the Club are made monthly in arrears together with a settlement statement, see clause 21.

19 DIGITAL RAFFLE SALES

19.1 The Club is the organiser

The Club is itself the responsible organiser of the digital raffle conducted via the platform, and is responsible for ensuring the raffle is at all times conducted in accordance with applicable gaming and lottery legislation. This includes, among other things, any obligation to register with the Norwegian Gaming Authority (Lotteritilsynet/Lottstift) if the Club's gross turnover from lotteries, bazaars, bingo and similar activities exceeds the applicable threshold from time to time (as at the date of this Agreement, NOK 200,000 per calendar year), and ensuring that the proceeds of the raffle are applied in accordance with the regulatory requirements for the use of lottery proceeds for the Club's public-benefit or charitable purposes.

19.2 The Supplier's role

The Supplier provides only a technical platform and payment facilitation for conducting Digital Raffle Sales, and is not itself the organiser of the raffle. The Supplier is not responsible for ensuring that the Club's raffle activities are lawfully conducted, correctly registered with the relevant authority, or that proceeds are applied in accordance with applicable law.

19.3 Age limit

Purchases of Digital Raffle tickets via the platform require the purchaser to be at least 18 years of age. The Club shall otherwise ensure that raffle sales through the platform comply with applicable age limits and other requirements, including that sales are not made unaccompanied to children under the age of

15. The Supplier implements technical measures for age verification upon purchase of raffle tickets via the platform.

19.4 Split

The Club receives 75 % and the Supplier 25 % of revenue from Digital Raffle Sales, see Part A.

19.5 Settlement

Payment from the purchaser is made through the Supplier's payment provider. The Supplier's share (25 %) is charged as consideration for the technical and payment facilitation provided. The remaining amount (75 %) is the Club's own revenue and is paid out to the Club's Connected Account together with other amounts under clause 21.

19.6 Changes in applicable law

If applicable gaming or lottery legislation changes such that the arrangement described in this clause can no longer be continued in its current form, the Supplier may, for good cause and on reasonable notice, adjust or temporarily suspend Digital Raffle Sales as a feature of the platform, without this constituting a breach of the Agreement.

20 DIRECT SPONSORSHIP AGREEMENTS

Agreements the Club negotiates directly itself with a Business or other sponsor, without being brokered through the Sponsor Marketplace or the kickback mechanism, belong entirely to the Club. The Supplier is not a party to, and has no liability for, such agreements. The Club may choose to record such agreements in the Club Workspace for its own overview, without this giving the Supplier any role in the contractual relationship.

21 SETTLEMENT AND PAYOUT TO THE CLUB

21.1 Connected Account

As part of registration, the Club sets up a Connected Account with the Supplier's payment provider (as at the date of the Agreement, Stripe, an e-money institution authorised in the EEA). Payout is conditional on the Club completing the identity and beneficial-ownership verification (KYC) required by the payment provider.

21.2 Payout frequency

Amounts accruing to the Club under clauses 16, 18 and 19 are aggregated and paid out monthly in arrears to the Connected Account, together with a settlement statement.

21.3 No funds held by the Supplier

The Supplier does not receive or hold funds belonging to the Club in its own bank account. All amounts are transferred by the payment provider directly to the Club's Connected Account.

21.4 Incomplete onboarding

If the Club has not completed the required KYC verification of the Connected Account, accrued amounts are withheld by the payment provider until verification is completed. The Supplier is not liable for delays caused by the Club's failure to complete this process.

22 THE CLUB'S PROFILE AND CONTENT

All content the Club uploads or publishes on the platform shall be accurate, shall not mislead Members or Businesses, shall not infringe the rights of any third party, and shall comply with the Norwegian Marketing Control Act and other applicable law. Content shall not create the impression that income from Heart Club Contributions, Kickback or Digital Raffle Sales is guaranteed. The Supplier may, for good cause, remove, hide or refuse to publish the Club's content if it violates Norwegian law, good business practice or the platform's guidelines. The Club shall be notified of any such action without undue delay.

23 CHANGES TO THE SERVICE

The Supplier is entitled to update, improve and change the Services on an ongoing basis. Material changes that degrade the core functionality of the Services for the Club shall be notified in writing at least 30 days in advance. In such cases, the Club may terminate the Agreement with effect from the date of the change.

24 PERSONAL DATA IN THE CONTEXT OF THE SERVICE

24.1 The Supplier as controller

The Supplier processes personal data about the Club's contact persons and Club Workspace users for the administration of the contractual relationship and delivery of the Services, acting as controller for this processing.

24.2 The Supplier as processor for the Club's membership register

To the extent the Supplier processes personal data about the Club's Members on behalf of the Club — for example in connection with tracking Kickback purchases or purchases of Digital Raffle tickets — the Club is the controller for its own membership register, and the Supplier's processing on behalf of the Club is governed by the Data Processing Agreement in Part D.

24.3 Data minimisation and pseudonymisation

When tracking Kickback and Digital Raffle Sales transactions, the Supplier shall, to the extent technically feasible, use pseudonymised or minimised identifiers (for example a transaction or member reference) rather than names and other directly identifying information, so that processing is limited to what is necessary to link a transaction to the correct settlement, in accordance with the requirement for data protection by design in Article 25 GDPR and the data minimisation principle in Article 5(1)(c) GDPR.

24.4 Special provisions on minor Members

Where a Member is under the age of 18, processing shall be further limited to what is strictly necessary for settlement purposes, and the data shall not be used for profiling or marketing directed at the Member. For children under the age of 13, it is the Club, as controller for its own membership register, that is responsible for ensuring a valid legal basis for processing exists, including consent from the holder of parental responsibility where required for information society services under section 5 of the Norwegian Personal Data Act (personopplysningsloven). Digital Raffle Sales are subject to an 18-year age limit, see clause 19.3, and therefore do not raise the same concerns for the purchase itself — this clause primarily concerns the tracking of Kickback purchases.

25 TERM AND TERMINATION

The duration, 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 Club (the “Controller”) in respect of the Club's own membership register. 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.

26 BACKGROUND AND PURPOSE

As part of delivering the Services, Fundel AS (the Processor) will process personal data on behalf of the Club (the Controller) to the extent necessary to track Kickback and Digital Raffle Sales transactions linked to the Club's Members. This DPA sets out the parties' obligations under the GDPR and the Norwegian Personal Data Act.

27 DEFINITIONS

The terms “Controller”, “Processor”, “GDPR”, “Personal Data”, “Personal Data Breach”, “Data Protection Legislation” and “Sub-processor” have the same meaning in this DPA as under applicable Data Protection Legislation. The “Controller” is the Club; the “Processor” is Fundel AS.

28 SCOPE OF PROCESSING

28.1 Purpose

The Processor processes personal data solely to deliver the Services, including administration of the Club Workspace, display of the club profile in SMP, forwarding of booking requests, sending notifications and settlement communications, tracking Kickback and Digital Raffle Sales transactions to the extent necessary for settlement, and operation, maintenance and troubleshooting.

28.2 Categories of data subjects and personal data

Term	Definition
The Club's contact persons/administrators	Name, title, email address, phone number
Club Workspace users	Name, email address, password (encrypted), login history
Businesses' representatives	Name, email address (only in connection with booking requests)
The Club's Members	A pseudonymised transaction/member reference as the general rule, see clause 24.3; name and/or email/phone only where necessary to link a purchase to a settlement; age verification (over/under 18) for Digital Raffle Sales purchases, see clause 19.3 — not date of birth or other health/identity data

28.3 Duration of processing

The Processor processes personal data for as long as the Agreement runs and processing is necessary to deliver the Services. Upon termination of the Agreement, personal data is deleted or anonymised as standard within 90 days, unless the Club requests return of the data, or longer retention is required under applicable law (including the Norwegian Bookkeeping Act). Personal data about Members under the age of 18 is processed only for as long as strictly necessary for the settlement purpose, and is deleted or anonymised no later than the end of the following settlement period, unless longer retention is required by law.

29 THE CONTROLLER'S (THE CLUB'S) OBLIGATIONS

The Club undertakes to ensure a valid legal basis exists for all processing of personal data about its own Members, including — for Members under the age of 13 — consent from the holder of parental responsibility to the extent required under section 5 of the Norwegian Personal Data Act. The Club shall further fulfil data subjects' rights under Chapter III GDPR in respect of its own membership register, shall not instruct the Processor to use data about minor Members for profiling or marketing, see clause 24.4, and shall keep the Processor informed on an ongoing basis of changes affecting the Processor's instructions.

30 THE PROCESSOR'S OBLIGATIONS

The Processor undertakes to process personal data only in accordance with documented instructions from the Controller and for the purposes set out in clause 28, to use pseudonymised or minimised identifiers for Members' data where technically feasible as part of data protection by design under Article 25 GDPR (see clause 24.3), to assist the Controller in fulfilling data subjects' rights and with documentation under Articles 32–36 GDPR, and to ensure confidentiality for all personnel with access to personal data under this DPA.

31 SECURITY

The Processor shall at all times have implemented appropriate technical and organisational measures to protect personal data against unauthorised access, alteration, disclosure or deletion, and ensures that only authorised personnel have access.

32 SUB-PROCESSORS

The Processor may engage sub-processors to carry out specific tasks under this DPA, including cloud and hosting infrastructure (Hetzner) and payment services/KYC verification (Stripe). The Processor enters into a written agreement with sub-processors imposing data protection obligations at least equivalent to those set out in this DPA. The Controller gives general consent to the use of sub-processors upon entering into the Agreement, and shall be notified in writing of planned changes at least 30 days in advance.

33 INTERNATIONAL DATA TRANSFERS

Personal data is processed primarily within the EEA. If a transfer to a third country is necessary, this shall take place in accordance with Chapter V GDPR, including through the use of the EU Standard Contractual Clauses (SCCs) or another lawful transfer mechanism.

34 PERSONAL DATA BREACHES

The Processor shall notify the Controller in writing without undue delay after becoming aware of a personal data breach. Responsibility for notifying the Norwegian Data Protection Authority and data subjects under Articles 33 and 34 GDPR rests with the Controller; the Processor shall assist upon request.

35 AUDIT

The Processor shall make available to the Controller documentation necessary to demonstrate compliance with the GDPR and this DPA. A physical audit may be carried out for good cause, shall be notified in writing at least 30 days in advance, and may not be carried out more than once per calendar year.

36 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, is not covered. Aggregate liability under the DPA in any calendar year is capped at an amount equal to three (3) times the Club's average monthly payout under clause 21 over the preceding twelve (12) months, coinciding with, and not in addition to, the cap in clause 8.4. The limitation of liability does not apply in the event of gross negligence or wilful misconduct.

PART E — ATTACHMENTS

ATTACHMENT 1 — DATA PROCESSING SCHEDULE

This schedule sets out the framework for the Processor's processing of personal data on behalf of the Club, see Part D. Upon electronic registration, the schedule's fillable fields are populated automatically from the information the Club has provided in the portal.

Controller (the Club)	[populated automatically from the portal]
Processor	Fundel AS, Reg. No. 929 699 580
Agreement number / reference	[generated automatically upon acceptance]
Purpose of processing	Delivery of the Fundel Club services, including settlement of Heart Club Contributions, Kickback and Digital Raffle Sales
Nature of processing	Storage, display, forwarding of contact data, business information and transaction data
Categories of data subjects	The Club's contact persons, Club Workspace users, the Club's Members (where relevant for settlement)
Categories of personal data	Name, email, phone, password (encrypted); for Members: a pseudonymised transaction reference as the general rule, name/email/phone only where necessary for settlement, and age verification (over/under 18, not date of birth) for Digital Raffle Sales
Duration of processing	The Term + 90 days after termination (see clause 28.3); shorter for Member data linked to individual transactions
Primary storage location	Hetzner — EEA (primarily EU/Germany)
Sub-processors (known)	Hetzner Online GmbH (infrastructure), Stripe Payments Europe, Ltd. (payment facilitation and KYC verification)
Security measures (overview)	Encryption at rest and in transit, role-based access control, logging
Data protection contact — Supplier	kenneth@fundel.no