

Customer Agreement — Fundel Club

DRAFT — NOT YET ACCEPTED

CLUB	—
ORGANISATION NUMBER	not registered
AGREEMENT NUMBER	—
ACCEPTED	—
VERSION	v2.1

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 Packages, Sponsor Marketplace, Digital Raffle Sales and BingGo

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.], address [address], contact person [contact person], email [email] — populated automatically from the portal
Federation	[national sports federation] — populated automatically from the portal

PARTICIPATION AND PRICE

Registration fee	None
Subscription	None — free to participate
Lock-in	None
Fee payable to the Supplier	No subscription or fee. The Supplier charges the Businesses, see clause 7. For Digital Raffle Sales the Supplier is entitled to 15 % of ticket revenue, see clause 23.4
Size tier	[up to 299 / 300–799 / 800–1,499 / 1,500–2,499 / 2,500 members or more] based on official membership of [number], see clause 16.4
VAT status	The Club is [registered / not registered] in the Norwegian VAT Register, see clause 19.5

REVENUE SOURCES AND SPLIT (see clauses 19–23 and Attachment 2)

Source	Basis	Club receives	Fundel receives
Member Benefit	The Package price paid by the Business, see Attachment 2	5/9 (approx. 55.6 %)	4/9
Category Partner	The Package price paid by the Business, see Attachment 2	50 %	50 %
Extra Campaign	The price paid by the Business, see Attachment 2	40 %	60 %
Cause Sponsorship	The cause amount, minimum NOK 5,000, invoiced by the Club	100 %	0 % (the Supplier may invoice the Business a separate activation fee, see clause 20)
Kickback	Where specifically agreed for a Member Benefit	85 %	15 %
Lead fee	If the Supplier introduces a lead fee for Businesses	25 %	75 %
Digital Raffle Sales	Revenue from paid digital raffle tickets sold via the platform	85 %	15 % (incl. VAT)
Direct Sponsorship Agreements	Agreements the Club enters into itself outside Fundel	100 %	0 %

Any platform fee and SMS charged per recipient are cost recovery for the Supplier and give no share to the Club.

HOW SPONSOR PACKAGES WORK

Who sells	The Supplier sells Packages to Businesses under the Fundel Business Customer Agreement. The Club has no obligation to sell
Club approval	The Club approves each new Business (clause 16.2) and each Campaign (clause 17) within 5 business days
Sender	Campaigns are sent with the Club as sender, only to Recipients who have consented themselves. Never to children
Limits	At most 8 Member Benefits and 2 Category Partners per year. At most 2 sponsor messages per person per month

SETTLEMENT AND PAYOUT

Payout account	The Club's bank account, registered in the portal: [account number]
Payout frequency	Monthly in arrears, no later than the 20th of the following month, with a settlement statement
Basis	The earned share of amounts the Business has paid, see clause 19
Precondition	Confirmed signing authority and account details, see clause 2.2
Kickback	The Supplier transfers the Club's share via Stripe to the Club's Connected Account, see clause 21
Digital Raffle Sales	Opens once a payment provider that permits lotteries is in place, see clause 23.4
Launch period	Until and including 31.12.2026. Prices may be adjusted for new Packages. The Club Share percentages do not change, see clause 16.8

TERM AND TERMINATION

Effective date	Upon acceptance in the portal
Duration	Ongoing, with no fixed end date and no lock-in
Termination	In writing with 3 months' notice. Running Packages are completed unless the Club chooses otherwise, see clause 11
Data protection	The Club is the controller of its Members' data. The Supplier is the processor, see Part D
Complete terms	Part B General Terms, Part C Specific Terms, Part D Data Processing Agreement and Part E Attachments — 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 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 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. Terms also used in the Customer 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 the attachments (Part E).
“BingGo”	Digital trail bingo that the Club may organise via the platform, see clause 23.
“Business”	A business that has entered into the Customer Agreement and purchased a Package in the Club, or that offers Sponsor Services in the Sponsor Marketplace.
“Campaign”	One send-out of a Business's offer to the Recipients, with the Club as sender, through one or more Channels.
“Category Partner”	A Package with industry exclusivity in the Club, see clause 16.6 and clause 17.6 of the Customer Agreement.
“Cause Sponsorship”	A Package in which a Business supports a specific cause the Club has posted in Fundel, see clause 20.
“Channel”	SMS, email, push notification or display in the Fundel app.
“Child”	A person under 18 years of age.
“the Club”	The sports club, sports association or similar association that has entered into the Agreement with the Supplier.
“Club Share”	The consideration the Supplier pays the Club for Packages, under clause 19 and Attachment 2, and the Club's share of Kickback under clause 21.
“Club Workspace”	The Club's dedicated workspace in the Fundel platform, see clause 15.
“Connected Account”	The Club's own account with Stripe, to which Kickback is paid out, see clause 21.
“Customer Agreement”	The Supplier's Customer Agreement for Fundel Business in force from time to time, which governs the Businesses' purchase of Packages.
“Digital Raffle Sales”	The Club's sale of digital raffle tickets and similar digital campaigns via the platform, see clause 23.
“Direct Sponsorship Agreement”	An agreement the Club enters into itself with a sponsor outside Fundel, see clause 22.2.
“Federation”	A national sports federation in Norwegian sport with which the Supplier cooperates on the sale and delivery of Packages to several clubs.

Term	Definition
“Kickback”	Consideration upon a completed purchase under a Member Benefit, where specifically agreed, see clause 21.
“Member”	A person linked to the Club in Fundel, as a member, parent/guardian or supporter.
“Member Benefit”	A Package in which a Business gives the Recipients an offer reserved for them, see clause 17.4 of the Customer Agreement.
“Package”	What a Business buys per club per year: Member Benefit, Category Partner or Cause Sponsorship, with any related Extra Campaigns.
“Recipient”	A Member who has confirmed being 18 years or older and has personally consented to receive offers from the Club's partners in the relevant Channel. Corresponds to “Member” in the Customer Agreement.
“the Services”	What the Supplier delivers to the Club under the Agreement, including Club Workspace, delivery of Packages and Campaigns, settlement, the SMP, Digital Raffle Sales and BingGo.
“Sponsor Marketplace” / “SMP”	The part of Fundel where clubs and Businesses can find each other and send booking requests.
“the Supplier”	Fundel AS, Reg. No. 929 699 580, the developer and operator of the Fundel platform.
“the Term”	The ongoing period from the effective date set out in Part A, with no fixed end date, see clause 11.

2 CONCLUSION OF THE AGREEMENT AND REPRESENTATION

2.1 Conclusion of the Agreement

The Agreement is entered into electronically by a person with signing authority or valid authorisation to bind the Club accepting the terms in the portal by ticking boxes, see Part A. The Agreement is deemed concluded when the acceptance is recorded. The Supplier records the time, the version accepted and identifying information about the user, and sends the Club a confirmation email with a PDF of the accepted version. Electronic acceptance has the same binding effect as a physical signature. The Agreement may also be entered into by electronic signature.

2.2 Representation and verification

Sports clubs and similar associations normally have no registered signing authority. The person accepting therefore confirms having signing authority or authorisation under the Club's articles of association or a valid board resolution. The Supplier may request documentation, such as board minutes, before the first payout.

The Supplier may verify the Club's identity and account details, including by searching the Register of Business Enterprises and the Register of Non-Profit Organisations, as part of anti-money laundering and anti-fraud procedures. Payouts are made only to an account belonging to the Club.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 The Supplier's rights

All intellectual property rights in the Services, including source code, design, user interfaces, databases and algorithms, belong to the Supplier and/or its licensors. The Agreement transfers no such rights to the Club. The Club may not reverse engineer, decompile or otherwise attempt to derive the source code.

3.2 The Club's right of use

The Supplier grants the Club a free, non-exclusive, non-transferable right to use the Services during the Term, limited to the Club's own use. The right of use is conditional on the Club complying with the Agreement.

3.3 The Club's name, logo and content

The Club retains all rights to its own content. The Club grants the Supplier a free, non-exclusive right to use the Club's name, logo, colours and uploaded content to operate the platform, send Campaigns with the Club as sender, and present the Club to prospective Businesses. The right applies during the Term and for Packages completed after termination. The Supplier may cite the Club as a reference unless the Club requests otherwise in writing.

The Club warrants that the content does not infringe third-party rights, and that the Club is entitled to grant the permissions in this clause. Rights to the Businesses' content are governed by the Customer Agreement.

3.4 Third-party claims

If a third party claims against the Club that the Supplier's platform infringes its rights, for reasons relating solely to the Supplier's solution, the Supplier may secure the Club's continued right of use, modify the solution or terminate the Agreement. Club Share already earned is paid in any event.

4 CONFIDENTIALITY

The parties shall treat information about the other party's business, trade secrets, technical solutions, prices and sponsorship terms as confidential. The obligation does not apply to information that is generally known, or that must be disclosed by law or order of a public authority. The Club may disclose its own income from Fundel to its members, annual general meeting, auditor, regional sports council, Federation and public grant providers. The obligation applies during the Term and for three (3) years after termination.

5 THE CLUB'S COOPERATION

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

- ensuring the Supplier has correct contact information, account number and email address for notices;
- appointing at least one administrator, and granting administrator access only to persons holding a position or assignment in the Club;

- providing correct official membership numbers and VAT status, and notifying any changes;
- registering its own exclusive sponsorship agreements and blocked industries in the portal, see clause 16.3;
- responding to approval requests for Businesses and Campaigns within the deadlines in clauses 16.2 and 17;
- inviting Members to Fundel using the club link, QR code or club code, see clause 18;
- notifying the Supplier in writing without undue delay of changes to signing authority, articles of association, legal status or other matters of relevance to the Agreement;
- setting up a Connected Account and completing identity verification (KYC) with Stripe if Kickback is agreed, see clause 21;
- conducting Digital Raffle Sales and BingGo in accordance with applicable regulations, see clause 23.

6 SUBCONTRACTORS

The Supplier may use subcontractors, including for cloud services and operations, sending SMS, email and push, invoicing and payment facilitation. The Supplier is liable for its subcontractors as for its own performance. Subcontractors processing personal data on behalf of the Club are subject to Part D.

7 NO FEE PAYABLE BY THE CLUB

The Club pays no subscription or fee to the Supplier for the Services under this Agreement. The Supplier's income comes from the Businesses' payments under the Customer Agreement, from Kickback, and from the Supplier's share of Digital Raffle Sales under clause 23.4. Apart from the share of Digital Raffle Sales, the Supplier has no claim to payment from the Club for the Services. Claims under clauses 9 and 19.6 are not affected.

The Supplier may offer paid add-on services. The Supplier will not charge for the Services under this Agreement without at least 90 days' prior written notice. The Club may then terminate the Agreement with effect from the change.

8 THE SUPPLIER'S BREACH

8.1 Breach

The Supplier is in breach if the Services are not delivered in accordance with the Agreement, including by unjustified late payment of the Club Share, and this is not due to circumstances on the Club's side or force majeure (see clause 10).

8.2 Complaints

The Club 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 shall remedy the breach within a reasonable time, normally within 30 days of a written complaint. Late payment due to the Supplier's circumstances is paid without undue delay, with late-payment interest under the Norwegian Late Payment Interest Act.

8.4 Damages

The Club may claim compensation for documented, direct financial loss resulting from the Supplier's breach. Indirect loss, loss of profit and consequential loss are not covered. Total compensation for all claims under the Agreement and the Data Processing Agreement in the same calendar year is limited to the higher of NOK 50,000 and the Club Share paid out in the preceding twelve (12) months. The limitation does not apply in the event of gross negligence or wilful misconduct, nor to claims for earned Club Share under clause 19.

8.5 Termination for breach

The Club may terminate the Agreement for material breach that has not been remedied within 30 days of a written complaint. Clause 11.3 then applies to running Packages.

9 THE CLUB'S BREACH

If the Club is in breach of the Agreement, the Supplier may, after written notice, suspend all or part of the Services, including stopping Campaigns or withholding payouts, until the breach has ceased. Grounds for suspension include:

- incorrect information about signing authority, membership numbers, the organisation or account details;
- submitting member lists or sending to persons who have not consented, or to Children, see clause 18;
- unlawful or misleading content in Club Workspace, including in the marketing of Digital Raffle Sales;
- conducting Digital Raffle Sales in breach of applicable regulations, see clause 23;
- attempted fraud, double payouts or other dishonest use of the platform;
- material breach of the other provisions of the Agreement.

In the event of material breach, the Supplier may terminate the Agreement with immediate effect. Clause 11.3 then applies to running Packages. The Supplier may claim compensation for documented, direct loss resulting from the Club's breach, including refunds the Supplier must give Businesses. The Club's total liability per calendar year is limited to the Club Share paid out in the preceding twelve (12) months. The limitation does not apply in the event of gross negligence or wilful misconduct, nor to administrative fines or third-party claims against the Supplier caused by the Club's breach of clause 18 or Part D.

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, including war, natural disasters, general strikes, serious cyberattacks or restrictions imposed by public authorities. The affected party shall notify the other in writing without undue delay. If the situation lasts more than 60 consecutive days, either party may terminate the Agreement with 30 days' notice.

11 TERM AND TERMINATION

11.1 Term and notice period

The Agreement runs from acceptance until further notice, with no lock-in. Either party may terminate the Agreement in writing with three (3) months' notice, counted from the end of the month in which the notice is received. Notices are sent to kenneth@fundel.no (the Supplier) or to the Club's registered email address for notices.

11.2 Running Packages

Packages sold before the termination takes effect are completed for their term under the Customer Agreement, up to twelve (12) months. The Agreement applies to those Packages, and the Club receives its share as usual. The Supplier will not sell new Packages or renew Packages in the Club after notice of termination has been received.

11.3 Early ending

In its notice, the Club may request that running Packages end when the termination takes effect. The Businesses are then refunded for what has not been delivered, see clause 17.9 of the Customer Agreement, and the Club receives no share for months not delivered. The same applies upon termination for breach under clause 8.5 or 9.

11.4 Other

The Supplier may terminate the Agreement with 14 days' written notice if the Club ceases to exist, or can no longer document valid signing authority for any representative. Earned Club Share is settled in the ordinary payout cycle, unless lawfully withheld under clause 9 or 19.6. Clauses 4, 8.4, 9, 19 (for earned share), 21, 23.4, 26 and Part D survive termination to the extent necessary.

12 ASSIGNMENT

The Supplier may assign its rights and obligations under the Agreement to a company taking over the business, or to a company in the same group. The Club shall be notified in writing. The Club may not assign the Agreement without the Supplier's written consent, except upon a merger with another club after written notice.

13 GOVERNING LAW AND JURISDICTION

The Agreement is governed by Norwegian law. Disputes shall first be sought resolved through negotiations. If negotiations have not succeeded within 30 days after one party has requested them, 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. Through the Agreement the Club gains access to Club Workspace, communication with Members via SMS, email, push and the Fundel app, sponsor Packages sold by the Supplier, the Sponsor Marketplace, Digital Raffle Sales and BingGo. The platform runs on Hetzner infrastructure in the EEA. Send-outs are made through the Supplier's communications subcontractor. The Supplier does not guarantee specific uptime levels (SLA), but aims for reasonable continuity.

Push, display in the Fundel app, birthday offers and newsletters are delivered from the date the feature is available in the Club. Until then, Campaigns are sent by SMS and email.

The features in clauses 15 and 16 are introduced on an ongoing basis. Until a feature is available in the portal, the Supplier handles it manually. Approvals, blocks and settlement statements are then exchanged in writing, for example by email. The Club's rights under the Agreement apply whether the feature is digital or manual.

15 CLUB WORKSPACE

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

- Club Dashboard — overview of Packages, Campaigns, earned and paid Club Share, Digital Raffle Sales and settlement statements;
- Approvals — approval or rejection of new Businesses and Campaigns, with reasons;
- Blocks — registration of the Club's own exclusive sponsorship agreements and industries the Club does not want;
- Member invitations — club link, QR code and club code, and an overview of the number of Recipients per Channel without individual data;
- Causes — posting causes for Cause Sponsorship;
- Club profile, administrators, Sponsor Marketplace, raffle tools and BingGo;
- Notifications of new requests, approvals, send-outs and settlements.

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

16 SPONSOR PACKAGES IN THE CLUB

16.1 The Supplier sells

The Club grants the Supplier the right to sell Packages in the Club to Businesses under the Customer Agreement and the price list in Attachment 2, within the limits in clause 16.5. The right is non-exclusive. The Club has no obligation to sell and shall not sell or invoice Packages itself. The Supplier is the Business's contracting party, and the Club is not a party to the Customer Agreement.

16.2 Approval of Businesses

Before the Supplier confirms a new Business in the Club, the Club receives the Business's name, industry and Package in the portal. The Club may reject the Business on reasonable grounds within 5 business days. If the Club does not respond, the Business is deemed approved. The approval also covers renewals unless the Club objects no later than 90 days before renewal.

Reasonable grounds include that the Business conflicts with an exclusive Direct Sponsorship Agreement, a blocked industry under clause 16.3, the Club's values or guidelines from the Norwegian Olympic and Paralympic Committee and Confederation of Sports.

16.3 Blocks

The Club registers in the portal, or in writing to the Supplier until the feature is available, its own sponsorship agreements with industry exclusivity, with industry and expiry date, and industries the Club does not want as Businesses. The Supplier will not sell Packages that conflict with registered blocks. The Supplier is not liable to the Club or the Club's sponsors for conflicts caused by blocks not being registered.

The Supplier never sells Packages for alcohol, tobacco and nicotine, gambling without a Norwegian licence or other products that may not lawfully be marketed.

16.4 Size tier

The price and the Club Share depend on the Club's size tier in Attachment 2. The tier is set by the Club's official membership in the latest sports registration. If the Club has not submitted a sports registration, the number the Club confirms in the portal applies. The tier is locked when a Package is ordered and applies for the full term of that Package. The Club warrants that the number is correct. If the number proves incorrect, the Supplier may correct the tier for new Packages and renewals. For clubs with 2,500 members or more, the price is agreed separately.

16.5 Limits

The Supplier sells at most 8 Member Benefits and 2 Category Partners in the Club per year. Each person receives at most 2 sponsor messages per month. The limit applies to all partners combined, including offers from the Club's own sponsors sent through Fundel.

16.6 Category Partner and exclusivity

While a Business is a Category Partner, the Club will not use Fundel for offers, advertisements or newsletter placements from other businesses in the same industry. The Club's Direct Sponsorship Agreements outside Fundel are not affected, see clause 17.6 of the Customer Agreement.

16.7 Federations

Packages may be sold through a Federation. The Club Share is the same. Any consideration to the Federation is paid out of the Supplier's portion unless the Club has agreed otherwise in writing. Agreements the Federation has concluded centrally take precedence where they grant exclusivity at club level. For Packages sold through a Federation, and in clubs with more than 2,000 members, SMS is charged per recipient to the Business.

16.8 Launch period and price changes

Launch prices apply until and including 31 December 2026. 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 to the Club. From 1 January 2027, the Supplier may change the price list and the content of the Packages with at least 30 days' written notice to the Club for new Packages, and at least 90 days' written notice for renewals. Packages already ordered keep their price and content for their term. Extra Campaigns are priced under the price list in force when each Campaign is ordered. The Club Share percentages under clause 19.2 do not change during the launch period, and thereafter only under clause 19.7.

17 CAMPAIGNS AND THE CLUB'S APPROVAL

The Supplier prepares each Campaign together with the Business and presents it to the Club in the portal, with text, Channels and planned date. The Club approves or rejects within 5 business days. Rejection requires reasonable grounds, such as incorrect content, text that may harm the Club's reputation, or timing that clashes with the Club's own messages. The Supplier then proposes amended content or a new time.

If the Club does not respond, the Supplier sends a reminder. If the Club has not responded within a further 3 business days, the Campaign is rescheduled. Campaigns are never sent without the Club's approval. The Club's approval is not a quality check of the Business's product.

The Club authorises the Supplier to send approved Campaigns and the Club's own messages in the Club's name. The Business is solely responsible for its offers, text and material being correct and lawful,

and shall indemnify the Club under clause 17.4 of the Customer Agreement. At the Club's request, the Supplier shall assist the Club in pursuing such a claim against the Business.

If a Campaign cannot be sent during the term because the Club rejects it or does not respond, the Business is refunded for that Campaign under clauses 17.2 and 17.9 of the Customer Agreement. The Club Share is then calculated on what the Business pays after the refund. The Club shall not send offers to Members on behalf of a Business outside Fundel for the same Package.

18 MEMBERS, CONSENT AND CHILDREN

18.1 Members decide for themselves

Members link themselves to the Club in Fundel using the club link, QR code or club code, and consent themselves. Consent is given separately for each Channel. Membership of the Club, and participation in draws, lotteries or other benefits, shall never be made conditional on consent.

18.2 Consent texts and opt-out

The Supplier drafts the consent texts, and the Club approves them before use. The text shall state that the Club is the sender, that the offers come from the Club's partners, which industries are covered and where in Fundel the Member can at all times find an overview of current partners. The first Campaign from a new Business states that the Business is a new partner of the Club. The Supplier stores the exact text, time and technical trace of each consent. Each message shows the Club as sender and includes an easy way to opt out. Opt-outs are recorded at once in Fundel and implemented at subcontractors without undue delay, and always before the next send-out.

18.3 Children

Campaigns are never sent to Children. Only persons who have confirmed being 18 years or older can become Recipients. Parents and guardians are reached only when they are users themselves and have consented. Data about Children is never used for profiling or marketing.

18.4 No member lists

The Club shall not upload or send the Supplier member lists for use in Campaigns. Campaigns go only to Recipients. Consent and Campaigns shall comply with section 15 of the Norwegian Marketing Control Act and the GDPR.

19 CLUB SHARE AND SETTLEMENT

19.1 The Supplier's own obligation

The Business pays the Package price to the Supplier as the Supplier's own revenue, see clause 17.8 of the Customer Agreement. The Club Share is the Supplier's independent obligation and consideration for the Club's marketing service: that the Club is the sender, approves Campaigns and provides access to its channels. The Supplier does not receive or hold funds on behalf of the Club.

19.2 Amount of the share

The Club receives 5/9 of the price of a Member Benefit, 50 % of the price of a Category Partner, 40 % of the price of Extra Campaigns and 25 % of any lead fee. The share is calculated on amounts excluding VAT paid by the Business. Refunds reduce the basis only where they are due to the Club's circumstances,

or the Package ends under clause 11.3 or 17. The share is a percentage of the price, so the Club benefits from price increases. The rates and examples in NOK are set out in Attachment 2.

19.3 Earning

The share for a Package is earned at 1/12 per full month of the term from the start date in the Club. The share for Extra Campaigns is earned when the Campaign has been sent. Kickback and lead fees are earned when the Supplier has received payment.

19.4 Only on amounts paid

The Supplier pays a share only of amounts the Business has paid. The Supplier handles invoicing and collection. If the Business pays later, the share is paid in the next settlement.

19.5 Payout, settlement statements and VAT

The Supplier pays the earned share monthly in arrears, no later than the 20th of the following month, to the Club's registered bank account, with a settlement statement per Business and Package. The Club agrees that the Supplier issues settlement statements on the Club's behalf (self-billing). Settlement statements are marked as issued by the Supplier on the Club's behalf, and contain the Club's name and organisation number, the date, a unique number in a separate series per Club, and VAT where chargeable. The Club may object to a settlement statement within 30 days. Otherwise it is deemed approved. If the Club is registered in the VAT Register, the Supplier adds VAT to the share. The Club shall notify changes in VAT status immediately and is itself responsible for its own accounting and VAT. The Club Share will normally be consideration for a VAT-liable marketing service and count towards the registration threshold under the VAT Act. The Supplier notifies the Club when the share paid out in a calendar year exceeds NOK 100,000. The Club is itself responsible for registering in the VAT Register when the conditions are met.

19.6 Refunds and repayment

If a Business is refunded for a period for which the Club has already received its share, and the refund is due to the Club's circumstances, the Supplier may deduct the amount from later settlements or claim repayment. If the refund is due to the Supplier's circumstances, the Club keeps the share.

19.7 Changes to the share

The share for a Package cannot be reduced during that Package's term. For new Packages and renewals, the Supplier may change the share with at least 90 days' prior written notice. The Club may then terminate the Agreement under clause 11.

20 CAUSE SPONSORSHIP

The Club may post specific causes in Fundel, for example kits, referee costs or membership fees for children who would otherwise not take part. The Business chooses the cause and amount, minimum NOK 5,000. The Club invoices the cause amount directly to the Business and keeps the full amount. The Supplier is not a party to this payment. The Supplier invoices the Business any activation fee under clause 17.7 of the Customer Agreement. The Club has no share of that fee.

The Club uses the amount for the cause, sends a thank-you message to the Recipients through Fundel, and provides the Business with a photo and a short report within 3 months after the cause has been completed. The Club is itself responsible for invoicing, accounting and VAT on the cause amount.

21 KICKBACK

Kickback may be specifically agreed for a Member Benefit when the Supplier offers a solution that records completed purchases. The Club receives 85 % and the Supplier 15 %, see clause 17.10 of the Customer Agreement. The Club's share is the Supplier's independent obligation.

Payment for the purchase is made through Stripe (Stripe Payments Europe, Limited, an e-money institution licensed in the EEA). The Kickback is the Supplier's consideration from the Business and is deducted before the purchase price is paid to the Business. The Supplier pays the Club's share as its independent obligation by transfer through Stripe to the Club's Connected Account, in the same payout cycle as under clause 19.5. The share is calculated on the Kickback excluding VAT. The share is earned when the withdrawal period for the purchase has expired, and is reduced upon refund or chargeback of the purchase. Transfer requires the Club to have completed identity verification (KYC) with Stripe. An earned share that cannot be transferred for that reason is paid once verification is complete. Campaigns with Kickback disclose that the Club receives a commission.

Kickback, lead fees and other consideration linked to Members' customer relationships never apply to Businesses in insurance, banking and finance or real estate brokerage. Apart from Kickback, the Club shall not receive consideration that depends on whether a Member buys from a Business. The Club does not advise on the Businesses' products and does not broker agreements between the Business and the Members.

22 SPONSOR MARKETPLACE AND DIRECT SPONSORSHIP AGREEMENTS

22.1 Sponsor Marketplace

The Club may search for and send booking requests to Businesses via the SMP. An accepted booking establishes an agreement between the Club and the Business. The Supplier is not a party to such agreements and is not liable for performance, quality, delay or other breach between them. If such an agreement is to include Campaigns to the Recipients, it shall be carried out as a Package under the Customer Agreement.

22.2 Direct Sponsorship Agreements

Direct Sponsorship Agreements belong entirely to the Club. The Supplier is not a party to them and has no liability for them. The Club may register them in Club Workspace for its own overview. Offers from such sponsors sent through Fundel count towards the message limit in clause 16.5 and are subject to clauses 16.6 and 18.

23 DIGITAL RAFFLE SALES AND BINGGO

23.1 The Club is the organiser

The Club is itself the responsible organiser of Digital Raffle Sales and BingGo conducted via the platform, and is responsible for ensuring the activity is at all times conducted in accordance with the gambling regulations. This includes registration with the Norwegian Gaming and Foundation Authority when applicable thresholds are exceeded, and that any surplus is used for the Club's non-profit purposes. The Club determines prizes, draw time, number of tickets and marketing, and approves each lottery before publication. Participation in draws and lotteries shall never be made conditional on consent to Campaigns.

23.2 The Supplier's role

The Supplier provides only the technical platform and is not the organiser. The Supplier is not responsible for the Club's lottery activity being lawfully conducted or registered, or for surplus being used in accordance with the regulations.

23.3 Age limit

Purchasing digital raffle tickets requires the buyer to be 18 or older. The Supplier has technical age-verification measures at purchase. The Club shall otherwise ensure that age limits and other requirements are complied with.

23.4 Split and settlement

The Club receives 85 % and the Supplier 15 % of revenue from paid tickets in Digital Raffle Sales. The share is calculated on gross ticket revenue before the payment provider's fees, which are borne by the Club. Refunded tickets are excluded. The Supplier's share is consideration for the licence and operation of the technical solution, and includes VAT where VAT is chargeable. Free draws without a stake give no share.

Payment from the buyer is made through a payment provider that holds the required licence and whose terms permit lotteries. The agreement with the payment provider is entered into in the Club's name. Stripe is not used for Digital Raffle Sales. The Supplier will notify the Club of the payment provider used.

Ticket revenue is the Club's revenue and is paid out by the payment provider to the Club's account. The Supplier does not receive the Club's funds into its own account. The Supplier's share is deducted by the payment provider where the solution supports this. Otherwise the Supplier invoices its share monthly in arrears, with a settlement statement per lottery, and may set off its invoiced share against amounts the Supplier is to pay the Club under clauses 19 and 21. The Supplier issues an invoice for its share also where it is deducted by the payment provider. The Club may need to complete customer due diligence (KYC) with the payment provider before payout.

Digital Raffle Sales open only once the payment provider is in place and the Supplier is approved by the Norwegian Gaming and Foundation Authority where such approval is required, or the Authority has confirmed in writing that it is not required.

23.5 Regulatory changes

If the regulations change such that the arrangement cannot continue, the Supplier may, on reasonable grounds and with reasonable notice, adjust or suspend Digital Raffle Sales or BingGo without this constituting a breach.

24 THE CLUB'S PROFILE AND CONTENT

All content the Club uploads or publishes shall be correct, not mislead Members or Businesses, not infringe third-party rights, and comply with the Marketing Control Act and other regulations. Content shall not give the impression that income from Packages, Kickback or Digital Raffle Sales is guaranteed. The Supplier may, on reasonable grounds, remove, hide or refuse to publish content, and will notify the Club without undue delay.

25 CHANGES TO THE SERVICES AND TERMS

The Supplier may update, improve and change the Services on an ongoing basis. Material changes that degrade core functionality for the Club are notified in writing at least 30 days in advance, and the Club

may then terminate the Agreement with effect from the change.

The Supplier may amend the terms of the Agreement. New terms are notified in writing at least 60 days before they take effect, and do not apply to running Packages. Changes to the Club Share follow clause 19.7. If the Club does not accept new terms, it may terminate the Agreement with effect from the change.

26 PERSONAL DATA IN THE CONTEXT OF THE SERVICES

26.1 Allocation of roles

Processing	Responsible party	Governed by
Members' link to the Club, consents, Campaigns, opt-outs, leads disclosed to a Business, and settlement of Kickback and Digital Raffle Sales	The Club is the controller. The Supplier is the processor	Part D and Attachment 1
The Member's user account in Fundel (login, security, support)	The Supplier is an independent controller	The Supplier's privacy notice
The Club's contact persons and administrators, invoicing and accounting	The Supplier is an independent controller	The Supplier's privacy notice
Leads after disclosure to a Business	The Business is an independent controller	Clause 20 of the Customer Agreement

26.2 No access for Businesses

Businesses never get access to the Club's Members or member register. Reports to Businesses show aggregated figures only, and no figures for groups of fewer than 5 people. Contact details are disclosed only when a Member personally asks to be contacted by the Business.

26.3 Data minimisation

When settling Kickback and Digital Raffle Sales, the Supplier uses pseudonymised or minimised identifiers to the extent technically possible, see Articles 5(1)(c) and 25 GDPR.

27 TERM AND TERMINATION

The term and termination of the Agreement are exhaustively governed by clause 11, 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"). The DPA applies to the processing in the first row of the table in clause 26.1, and meets the requirements of Article 28 GDPR. In the event of a conflict on data protection matters, the DPA prevails over the other parts of the Agreement.

28 BACKGROUND AND PURPOSE

As part of the Services, the Processor processes personal data about the Club's Members on behalf of the Club, in order to link Members to the Club, record consents, carry out Campaigns and settle Kickback

and Digital Raffle Sales. The DPA sets out the parties' obligations under the GDPR and the Norwegian Personal Data Act.

29 DEFINITIONS

The terms "Controller", "Processor", "Personal Data", "Personal Data Breach" and "Sub-processor" have the same meaning as in the GDPR. "GDPR" means Regulation (EU) 2016/679. "Data Protection Legislation" means the GDPR, the Personal Data Act and other applicable data protection regulation.

30 SCOPE OF PROCESSING AND INSTRUCTIONS

30.1 Instructions

The Agreement and Attachment 1 are the Controller's documented instructions. The Processor processes personal data only to:

- link Members to the Club and record consents and opt-outs per Channel;
- send the Club's own messages and approved Campaigns to Recipients;
- produce reports with aggregated figures for the Club and the Businesses;
- disclose contact details to a Business when a Member personally asks to be contacted;
- settle Kickback and Digital Raffle Sales;
- anonymise data for statistics on which offers work. Anonymised data is not personal data, and the Processor may use it in its own business;
- operate, maintain and fix errors in the Services.

30.2 Categories of data subjects and personal data

Data subjects	Personal data
Recipients (Members 18+ and parents/guardians who have consented)	Name, mobile number, email address, confirmation of being 18 or older, club affiliation, consents and opt-outs per Channel (text, time, technical trace), delivery, opens and clicks per Campaign, use of offer code, requests to a Business
Other Members	Club affiliation and data necessary to settle Digital Raffle Sales and Kickback, as a rule a pseudonymised reference
Buyers of digital raffle tickets	Transaction reference, age verification (over/under 18, not date of birth), and contact details where necessary for the draw and prizes

The processing does not include special categories of personal data. Data about Children is never used in Campaigns.

30.3 Duration of processing

The Processor processes the personal data for as long as the Agreement runs and the processing is necessary. Upon termination, the Club's data is deleted or anonymised at the Supplier within 90 days, unless the Club within 30 days requests return in a commonly used format. The Supplier at the same time

instructs sub-processors to delete the Club's data, and deletion at sub-processors takes place under their data processing agreements. Data that must be retained by law, such as the consent log as documentation and accounting records, is kept only for as long as the obligation applies. The Member's user account is not deleted upon termination, as it is the Supplier's responsibility under clause 26.1, and the Member may delete it.

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

The Club shall ensure a valid legal basis, which for Campaigns is the Recipient's consent. The Club shall inform Members about the processing (the Processor provides a template), fulfil data subjects' rights under Chapter III GDPR with the Processor's assistance, notify the Data Protection Authority and data subjects of breaches where required by law, and not instruct the Processor to use data about Children for profiling or marketing.

32 THE PROCESSOR'S OBLIGATIONS

The Processor shall process personal data only on documented instructions, unless otherwise required by law, and notify the Club if an instruction in its opinion infringes Data Protection Legislation. The Processor shall ensure confidentiality for all personnel with access, not disclose data to Businesses or others beyond the instructions, not use data about the Club's Members for marketing for other clubs or its own purposes beyond clause 26.1 and anonymised statistics, keep records under Article 30(2) GDPR, and assist the Club with data subjects' rights and with compliance with Articles 32–36 GDPR.

Assistance within normal operations is free of charge. Other assistance is invoiced on a time-spent basis, as agreed in advance.

33 SECURITY

The Processor shall have appropriate technical and organisational measures under Article 32 GDPR, including encryption in transit and at rest, role-based access control, access logging and regular backups. Data about Members of different clubs is kept logically separated.

34 SUB-PROCESSORS

The Club gives general authorisation for the sub-processors in Attachment 1. The Processor enters into a written agreement with each of them imposing at least equivalent obligations to those in the DPA, and is liable to the Club for them. The Processor notifies the Club 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 Club may object on reasonable grounds. If the Processor cannot deliver without the relevant sub-processor, either party may terminate the Agreement with 30 days' notice.

35 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 34, and only on a lawful transfer basis under Chapter V GDPR, such as the EU Standard Contractual Clauses or a valid adequacy decision. Sub-processors may only use Members' personal data to deliver the service. Anonymised aggregate statistics that cannot be linked to a person or to the Club are not covered.

36 PERSONAL DATA BREACHES

The Processor notifies the Club in writing without undue delay, and no later than 48 hours after becoming aware of a personal data breach. The notice shall describe the breach, categories and number affected, likely consequences and measures. Supplementary information is provided as it becomes available. The Club is responsible for notifying the Data Protection Authority and data subjects under Articles 33 and 34 GDPR, and the Processor assists.

37 AUDITS

The Processor makes available documentation demonstrating compliance with the DPA. The Club or an independent auditor bound by confidentiality may audit the Processor with at least 30 days' notice, no more than once per calendar year, or more often in the event of concrete suspicion of a breach. Each party bears its own costs, unless the audit reveals material non-compliance by the Processor.

38 LIABILITY (DPA)

Each party is liable under Article 82 GDPR. Between the parties, the Processor's liability for breach of the DPA is limited to direct loss and is included in the overall cap in clause 8.4. The limitation does not apply in the event of gross negligence or wilful misconduct, nor to administrative fines imposed on the Club because the Processor acted contrary to the instructions.

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. The fields are populated automatically from the portal upon acceptance.

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	Linking Members to the Club, recording consents, sending the Club's messages and approved Campaigns, reporting aggregated figures, disclosing leads at the Member's own request, settlement of Kickback and Digital Raffle Sales
Nature of processing	Collection, storage, compilation, sending, disclosure of leads, anonymisation and deletion
Categories of data subjects	Recipients, other Members and buyers of digital raffle tickets, see clause 30.2
Categories of personal data	See clause 30.2. No special categories
Duration of processing	The Term + up to 90 days after termination, see clause 30.3
Primary storage location	Hetzner — EEA (primarily EU/Germany)
Sub-processors (known)	Hetzner Online GmbH (operations and storage, Germany/Finland). Modish AS, Norway (sending SMS and email on the Club's behalf; receives recipient lists with consent and returns opt-outs, separated per club). Modish uses the following sub-processors for the service: Strex AS and LINK Mobility AS (SMS, Norway), Twilio Ireland Ltd / SendGrid (email, Ireland), Google Cloud EMEA Ltd and Microsoft Ireland Operations Ltd (operations and storage, EU) and Datadog, Inc. (system monitoring, EU). For support, data may be transferred to the USA on the basis of the EU–US Data Privacy Framework. ActiveCampaign, LLC, the Postmark service (transactional email, USA, transfer basis: EU–US Data Privacy Framework). Stripe Payments Europe, Limited (Kickback settlement and identity verification). Apple Inc. (Apple Push Notification service) and Google LLC (Firebase Cloud Messaging) (push notifications, USA, transfer basis: EU–US Data Privacy Framework). The payment provider for Digital Raffle Sales will be notified under clause 34 once selected.
Security measures (overview)	Encryption at rest and in transit, role-based access control, logging, backups, logical separation per club
Breach notification	No later than 48 hours after the Processor becomes aware of the breach

Data protection contact — Supplier	kenneth@fundel.no
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ATTACHMENT 2 — PRICE LIST AND CLUB SHARE

The prices are the Supplier's price list for Businesses under the Customer Agreement, as of October 2026. The prices are launch prices and may change under clause 16.8. The Club Share is always a percentage of the price the Business actually pays, see clause 19.2. All amounts are per club per year and exclude VAT. Size tiers are set under clause 16.4.

PRICE TO THE BUSINESS

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

CLUB SHARE

Package	Share	Up to 299	300–799	800–1,499	1,500–2,499
Member Benefit	5/9	NOK 3,333	NOK 5,000	NOK 7,778	NOK 11,111
Category Partner	50 %	NOK 6,000	NOK 10,000	NOK 17,500	NOK 25,000
Extra Campaign during the launch period	40 %	NOK 400	NOK 600	NOK 1,000	NOK 1,400
Extra Campaign from 1.1.2027	40 %	NOK 600	NOK 1,000	NOK 1,600	NOK 2,200
Maximum per year, 8 + 2 Packages		NOK 38,667	NOK 60,000	NOK 97,222	NOK 138,889

For clubs with 2,500 members or more, the same percentages of the agreed price apply. Extra Campaigns, Cause Sponsorship, Kickback and Digital Raffle Sales come on top of the maximum amount.

OTHER INCOME AND COSTS

Source	Club Share
Cause Sponsorship	100 % of the cause amount, invoiced by the Club. The Club's share of the Supplier's activation fee, if any: 0 %
Kickback	85 %
Lead fee, if introduced	25 %
Digital Raffle Sales	85 % (the Supplier's 15 % incl. VAT)
Platform fee for Businesses, if introduced	0 %
SMS per recipient (Federations and clubs over 2,000 members)	0 %, cost recovery

LIMITS PER CLUB

Number of partners	At most 8 Member Benefits and 2 Category Partners per year
Messages	At most 2 sponsor messages per person per month, from all partners combined
Recipients	Members aged 18 or older and parents/guardians who have personally consented in the relevant Channel. Never Children