

**CONTRACT REGULATOR OF THE PARTICIPATION OF THE PADEL CLUB
SUBSCRIBED IN THE SERIES NACIONALES DE PADEL (SNP) IN
SWEDEN**

In Sweden, on the date of registration in the Series Nacionales de Padel (SNP).

Involved

On the one hand,

"**SNP Scandinavia AB**" (the "**Organizer**"), a company of Swedish nationality, established in 2020 in Lund, with address at St. Mansgatan, number 11A, and registered for tax purposes with ID or "Organisationer": 559241-7561.

And on the other hand,

The person indicated on the registration form, on behalf of and representing the subscribed sports club (the "**Club**"), entity with nationality, address and company ID number as issued in the registration form in the National Series of Padel (SNP Sweden), in which also has incorporated various information necessary for the formalization of this Contract, in the terms provided therein (the "**Formulary Form**" or the "**Enrollment Form**").

I am entitled to this act in the condition indicated in the Form, stating under its responsibility its ability to bind the Club under this Agreement, responding jointly and severally with the Club in case of lack of legitimacy, in the terms provided for in Stipulation 8.2 below.

From now on, the Organizer and the Club will be referred jointly as the "**Parties**" and, individually, as one or each "**Party**."

The Parties, mutually and mutually acknowledging the legal capacity necessary and sufficient for the conclusion of this Contract governing participation of the Club in the Swedish Series Nacionales de Padel (hereinafter, the "**Contract**"),

Exposed

- I.** That, the Organizer is a company that manages the organization of the "**Series Nacionales de Padel**" (the "**SNP**" or the "**Competition**"), a competition aimed at promoting amateur padel throughout the national level and in which annually and with teams and independent clubs, made up of non-professional players, will participate permanently.
- II.** That, the regime of organization and operation of the SNP is regulated in the technical regulations of the SNP (the "**SNP Regulation**"), approved by the director of the Organizer, incorporated in the website of the SNP and which is considered attached to this Agreement, for all purposes, as **Annex I**, and for which the Club, by subscribing

the Registration Form, states that it is known in all its points,

expressly stating that you have had access to the SNP Regulations, and you can also download, at all times, an updated copy of the SNP Regulations.

- III. That, the Club is an entity that aims, among others that could be part of its social object, the promotion of Padel, the practice of it by its members, as well as participation in activities and competitions linked to said sport.
- IV. That, the Club has the facilities, in particular Padel courts and changing rooms, necessary for the development in the same matches and qualifiers provided for in the SNP Regulations, in the phases and modalities of the SNP that the Club has recorded on the Registration Form, and which is considered for all purposes as **Annex II** to this Contract. For the appropriate purposes, the Club states that such facilities are located and will be well maintain for the duration of this Agreement in perfect condition of maintenance and preservation.
- V. For the appropriate purposes, the Club expressly states and acknowledges that the information and documentation held in the Registration Form has been an essential element in order to induce the Organizer to validate its request for participation in the SNPs and to formalize this Agreement. The falsity or divergence between the information provided and the reality of the Club facilities shall cause the automatic termination of this Agreement, without prejudice to the rights granted to the Organizer under this Agreement.
- Vi. That, pursuant to the foregoing, both Parties agree to enter into this Agreement under the following

Provisions

FIRST.-OBJECT

The purpose of this Agreement is to regulate the relations between the Organizer and the Club in connection with the participation of the latter and the Team in charge of the SNP.

The Parties expressly acknowledge that the SNP Regulations are an integral part of this Agreement for all purposes. Accordingly, in everything not expressly provided for in this Agreement, the provisions of the SNP Regulations shall be in compliance with the provisions of the SNP Regulations.

By confirming participation in the SNP, the members of the Club will authorize, for the proper development of the Competition and for their information on issues of interest in relation to the sport of Padel, the processing of their personal data in accordance with the provisions of the implementing regulations.

The Organizer shall not consider as a participant of the SNP any person for whom no confirmation has been received in the terms provided for in this Stipulation, regardless of the amounts that, on behalf of the latter, could have satisfied the Club to the Organizer as a registration and deposit price.

Participation in the SNPs of persons not registered or confirmed in the terms provided herein shall result in the termination of this Agreement and the automatic expulsion of the

Club and the Equipment attached to it from the Competition, without prejudice to the responsibilities that will be enforceable in accordance with the provisions of this Agreement.

The Club accepts and assumes the obligation to fully comply with the SNP Regulations, as well as the obligation to make known and enforce the SNP Regulations by the Team.

SECOND.-DURATION

This Agreement enters into force on the day of its signature, in the terms provided for in the following Twentieth Stipulation, and shall terminate at the date of termination, ordinary or early, of the first edition of the SNP and, in any event, within the maximum period of fourteen (14) months from the date of its formalization.

THIRD.- OBLIGATIONS OF THE PARTIES

3.1 Obligations of the Organizer

Without prejudice to the provisions of the SNP Regulations, the following are the main obligations under the Organizer to the Club and its Team:

- The preparation and permanent updating of the SNP Regulations, in terms that it deems most suitable for the improvement and improvement of the rules of operation of the Competition.
- Ensure, as a maximum supervisory body, compliance with the SNP Regulations among the clubs and teams participating in the SNP, exercising the sanctioning powers that the SNP Regulations recognizes it.
- Coordinate the Competition, in particular the schedules and matches, in order to comply with the regime provided for in the SNP Regulations.
- Make available to the Club and the Team various technological solutions (website and mobile phone application) through which to access and interact with the different aspects related to the SNP and the Organizer.
- Comply with any other obligations provided for and assumed in this Agreement and in the SNP Regulations.

3.2 Club Obligations

Without prejudice to the provisions of the SNP Regulations, the following are the obligations of the Club:

- To have and maintain in perfect condition and maintenance the facilities that enable hosting the different Padel sporting events that, within the Competition, have to be developed in its sports center, according to the phases and modalities indicated in **Annex II**.
- In particular, they must ensure the availability of Padel courts on the dates and times that proceed according to the schedule of the Competition.
- In general, ensure compliance by the SNP Regulatory Team by adopting disciplinary

measures that may apply to their domestic regulations, without prejudice to the power to sanction the Organizer in the framework of the SNP.

- Allow access to the Organizer and the persons authorized by the Organizer to the Club's facilities, in order to verify its maintenance and conservation status.
- Allow, at no cost to the Club, the installation and subsequent dismantling by the Organizer, in the Spaces of the Club enabled for the development of the Competition and in the dates of celebration of the Competition, of the advertising elements that it deems appropriate for an effective promotion of the Competition.
- Fulfill any other obligations under this Agreement and the SNP Regulations, as well as any other obligations regulations of all kinds, in particular of a sporting nature, that could apply to the Club.

FOURTH.- INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Organizer owns the industrial and intellectual property rights linked to the SNP, in particular the technological applications linked to the SNP.

4.2 The Club may use the term "*Club attached to the Series Nacionales de Padel (SNP)*". When the Club uses the said terms, it must do so in conjunction with the Organizer and SNP logo.

The Club undertakes not to use the brands or logos of the Organizer or the Competition in a way that harms the prestige and good image of them.

The Club shall not benefit from any residual, automatic or pressing right, choice or other of any kind, express or tacit, to the Organizer and/or the Competition concerned.

4.3 For its part, the Organizer may make use of the Club logo and/or shield in all communications and promotional activities that, within the framework of the Competition, are made, for the purposes of identifying the different clubs participating in each edition of the SNP.

FIFTH.- THE ORGANIZER'S SANCTIONING FACULTY

Under this Agreement, the Club expressly acknowledges that the Organizer constitutes the highest supervisory body of the Competition, vested with the sanctioning powers expressly recognized in the SNP Regulations.

Consequently, and within the framework of the Competition, the Club is subject to the sanctioning power of the Organizer, complying and enforcing, with respect to the Team, the resolutions and decisions made by the Organizer subject to the provisions of the SNP Regulations.

SIXTH.- SUSPENSION OR CANCELLATION OF THE COMPETITION

6.1 Edition of the Competition underway

The Organizer reserves the right to suspend and/or cancel the Competition, without implying any right of compensation to the Club or the Team, with the sole obligation to notify it by direct communication to the Club, the team and publication on the SNP website. In particular, such suspension or cancellation of the Competition may be caused by any of the following reasons:

- For regulatory changes that affect or alter the Competition in the terms in which it has been designed by the Organizer, as a competition of a non-professional nature.
- For persistent limitations or technical problems, outside the Organizer's maintenance and control capacity, linked to the technological applications that will support the SNP.
- By force majeure, being understood as force majeure any situation that prevents the development of the competition for reasons outside the organizer such as: pandemics, changes in current legislation affecting the development of the competition, state alarm situation declared by the government.

6.2 Successive editions of the SNP

The Organizer reserves the right not to organize new editions of the SNP, with the sole obligation to notify the Clubs and Teams, in the terms indicated in the previous section, at least two (2) weeks before the scheduled date for the start of the new edition of the Competition.

SEVENTH.- MODIFICATIONS OF SNP REGULATIONS

The Organizer reserves the right to modify the content of the SNP Regulations in the terms it deems most appropriate for the proper development of the Competition and its continuous improvement and improvement, with the sole obligation to notify such modification to the Clubs ten (10) calendar days before the date of entry into force of the modification , except for those technical modifications considered to be of little relevance, for which the period of advance will be three (3) calendar days.

By way of exception, amendments to the NP Regulation approved by the Organizer and affecting economic aspects relating to registration prices, amount of bonds, prizes, etc. shall enter into force in the next edition of the SNP held.

Changes to the SNP Regulations will be publish in advance indicated on the SNP website. The Club undertakes to inform the Team and to ensure that the Team knows the current wording of the SNP Regulations at all times.

EIGHTH.- RESPONSIBILITIES. INDEMNITY OF THE ORGANIZER

8.1 Responsibilities to the Team and to third parties

Under this Agreement, the Club expressly acknowledges that the Competition is configured, from a commercial and promotional point of view, as a platform and

business idea that the Organizer puts at its disposal to improve the visibility and positioning of the Club as well as its economic results, derived from the activities to be carried out in the framework of the Competition and all those complementary activities and services that the Club offers to its users and that can be also see enhanced thanks to the Competition.

Therefore, the Club expressly recognizes and accepts that the Organizer develops an essentially administrative function, coordination, organization and promotion of the Competition, being in the facilities of the Club where the Competition will take place, assuming the Same responsibilities that also correspond to third parties for the ordinary development of its activity linked to the sport of padel and / or other activities to which it is dedicated.

Accordingly, the Organizer's liability to the Club, the Teams and, where applicable to third parties, shall be limited, solely and exclusively, to those cases of non-compliance by the Organizer with the obligations assumed in this Agreement, in the terms provided for therein.

In particular, and without prejudice to the existence or non-existence of liability on the part of the

Club, the latter must hold the Organizer harmless regarding any actions or claims that may arise in the framework of the Competition and that are not directly attributable to the Organizer, such as, by way of example:

- Accidents and injuries of the Team or third parties (in particular, players from other clubs participating in the Competition) that occur on the Club premises.
- Accidents and injuries of the Equipment or third parties that occur on the travel and stays during the days of Competition.
- Damages caused to third parties, in particular other participants of the Competition, for breach of the provisions of this Agreement and in the SNP Regulations by the Club.
- Damages that the termination of this Agreement for reasons attributable to the Club may cause to the Equipment or to third parties.
- Any other claims about events that occurred on the Club's premises during the Competition.

Finally, it is state that the Organizer will not be liable for damages that may be caused because of failures in the service of the technological applications that will support the SNP, unless it is directly attributable to the Organizer.

8.2 Responsibilities between the Parties

Each Party shall be liable for damages caused to the other Party in the event of non-compliance, in whole or in part, of this Agreement, without prejudice to any other penalties provided for in this Agreement or the SNP Regulations.

In particular, the signatory representing the Registration Form Club shall be jointly and severally liable for the obligations assumed by the Club under this Agreement, in the

event that the necessary powers are not available, in accordance with the law, to bind the Club.

NINTH.-INSURANCE

The Club undertakes, during the term of this Agreement and as long as it has its Team registered in the Competition or hosts at its facilities the sporting events to be held in the framework of the Competition, to subscribe and maintain in force a liability insurance that covers, at a minimum, the amount established by the applicable sports regulations or, if applicable, by the usual industry standards.

Likewise, the Club must sufficiently secure and maintain its assets and facilities as well as any liability that may be demanded of the Club as a result of acts or omissions arising from its activity.

TENTH.-RESOLUTION

Without prejudice to legal causes, the following are the cause of early termination of this Agreement:

- Failure by either Party to comply with the obligations set forth in this Agreement. In such a case, it shall make prior request to the Party non-compliance by the other Party, so that within thirty (30) days of receipt of such notification, it remedies the situation that gave rise to the cause of termination. If, after this period, the non-compliance Party does not remedy such a situation, the Contract shall be terminated immediately and automatically.
- The under ability of the signer of the Enrollment Form, without prejudice to the responsibility assumed to the Organizer for his/her subscription.
- The falseness, inaccuracy or lack of veracity, in whole or in part, of the information or documentation provided by the Club in the Registration Form.
- The cancellation or conclusion of the League, in the terms provided for in the previous Sixth Stipulation.

ELEVENTH.-DUTY OF CONFIDENTIALITY

The Parties undertake to treat in a reserved manner all information relating to the Parties, with this Agreement or any other information or documentation provided or that may be provided in the conduct of this Agreement, oral or written and whatever its format or support (by way of example, any type of report, article or document prepared by the Parties that is either classified as confidential by the Parties or in its very nature).

Confidentiality obligations shall remain in force indefinitely.

TWELFTH.- DATA PROTECTION

Without prejudice to the provisions specifically set forth in other Provisions of this Agreement, each Party shall comply with its respective personal data protection obligations,

in accordance with applicable regulations.

THIRTEENTH.- ASSIGNMENT OF THE CONTRACT

The Club may not assign to a third party, in whole or in part, or on a temporary basis, the rights recognized in this Agreement, unless prior, express and written consent of the Organizer.

For its part, the Organizer may assign his position in this Agreement in favor of a third party, subrogating it in all rights and obligations of the SNP Organizer.

FOURTEENTH.-MODIFICATION OF THE CONTRACT

During the initial term of the Contract or any of its extensions, any modification of the Contract that is not collected in writing and which is not formalized by the Parties in a manner identical to that of the Contract shall be invalid and effective.

Notwithstanding the foregoing, the Organizer may unilaterally modify the terms and conditions of this Agreement for each new edition of the SNP, which will be promptly communicated to the Club at least fifteen (15) days prior to the date of start of the registration period for such new edition of the SNP.

FIFTEENTH-AND-LAST.-GENERALS

The parties expressly agree that this Agreement does not imply or imply any association or dependence between them, nor does it confer on any party any power to represent or bind the other party to third parties, unless expressly and specifically the parties provide otherwise, so both will be absolutely independent and autonomous.

The Contract supersedes all other written or verbal contracts or agreements concluded between the Parties prior to the subscription of the Contract in connection with the subject matter thereof, which shall cease to be effective and effective from the Date of Contract.

The terms or parts thereof declared illegal, void, invalid or unenforceable shall not affect the remainder of the Contract and shall be deemed eliminated from it or not applicable in that circumstance, as the case may be, and the Parties shall negotiate in good faith their replacement and the measures that are more in accordance with the intended purpose.

SIXTEENTH.-NOTIFICATIONS

Any notification between the Parties must be made in a reliable manner, the notification made by email with acknowledgement of receipt, letter certified with acknowledgement of receipt or any other means admitted in law proving its receipt is sufficient to do so. For this purpose, the Parties indicate the addresses reflected in the arraignment or in the Registration Form, as appropriate.

Any change of address that may be made by either Party shall be communicated in a reliable manner to the other, and such change of address shall not be valid for the purposes of notifications that may arise from the agreement in this Agreement, until receipt by the other Party of the express communication.

SEVENTEENTH.-EXPENSES AND TRIBUTES

Each Party shall bear the costs incurred in the preparation, negotiation and improvement of the Contract.

The taxes that affect the transactions provided for in the Contract shall be borne by the Parties in accordance with the law.

EIGHTEENTH.- APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by Swedish law.

For any matter that may arise from the interpretation, performance or performance of this Agreement, the Parties, expressly waiving any other jurisdiction that may be their own, expressly submit to that of the Courts and Tribunals of Lund.

NINETEENTH.- FORMALIZATION OF THE CONTRACT AND DATES INTO FORCE

This Agreement shall be deemed to be entered into force and shall enter into force on the date of completion by the Club of the Registration Form, expressly reviewing your acceptance of this Agreement. However, the Organizer expressly reserves a period of three (3) months to verify all the information and documentation provided by the Club, as well as to make the communications it deems appropriate, to verify the capacity and suitability of the Club and the Team to participate in the SNP, subject to the terms provided in the SNP. After the period referred to in the preceding paragraph without the Organizer objecting to this purpose, this Agreement shall be deemed to have been entered into in accordance with both Parties on the date indicated on the Registration Form.

Notwithstanding the provisions of the previous two paragraphs, the Organizer reserves the right to request the Club to formalize in writing a copy of this Agreement, together with its Annexes, without prejudice to the date of effects thereof, consisting of the date of completion and submission of the Registration Form.