Club and Venue Agreement

Play4What (Pty) Ltd, registration number 2019/495176/07. Fourth draft, 7 October 2026. Version 4.0.

This Agreement is the full contract between Play4What and the Club. Any short summary shown during onboarding is provided for convenience and does not replace this Agreement or the completed Schedules.

1. Parties commencement and acceptance

1.1 This Agreement is between Play4What (Pty) Ltd, registration number 2019/495176/07, of 22 Blue Hills Boulevard, Blue Hills Country Estate, Kyalami, 1685, referred to as Play4What, and the legal person identified as the Club in Schedule 1.

1.2 The person accepting this Agreement for the Club warrants that the person is authorised to bind the Club and that the particulars supplied during onboarding are complete and accurate.

1.3 This Agreement is concluded when the Club accepts the displayed version electronically or when both parties sign it. Platform access and commercial operation remain subject to Approval being recorded and Play4What confirming the Go-Live Date.

1.4 The Agreement continues on a month-to-month basis. Either party may terminate it on 30 days' written notice, subject to clause 22.

1.5 The Agreement includes the completed Schedules, approved Site or Prize addenda and written amendments accepted by both parties.

2. Definitions

2.1 "Acceptance Record" means the electronic record of the legal entity, authorised representative, Agreement version, date, time and acceptance action retained by Play4What.

2.2 "Approval" means confirmation, generated automatically through the Platform's compliance controls or given by Play4What following manual review, that the applicable Club, Site, integration, Competition, partnership or Prize requirements have been satisfied. Play4What may refer any matter for manual review, request supporting information, suspend publication or withdraw Approval if inaccurate information or a legal, operational, security or reputational risk is identified.

2.3 "Approved Competition" means a Competition for which Approval has been recorded for publication at a Site.

2.4 "Competition" means a structured sporting competition administered through the Platform and linked to an approved physical sporting event.

2.5 "Competition Card" means the pre-entry screen containing the material sporting, pricing, Prize, cancellation and redemption terms of a Competition.

2.6 "Confidential Information" means any non-public commercial, technical, financial, security, product, software, integration, pricing, business-model, strategy, Participant, customer, supplier, partner or other information disclosed or made available by or on behalf of a party in connection with this Agreement, in any form.

2.7 "Go-Live Date" means the date on which Play4What confirms, after Approval has been recorded, that the Club may become active on the Platform.

2.8 "Merchant" means an approved prize, reward, voucher, promotional or marketing partner participating on the Platform.

2.9 "Participant" means a person who enters or takes part in a Competition.

2.10 "Participation Fee" means the fixed fee displayed on the Competition Card for access to the Platform and administration of the Competition. It is not a stake, may not be pooled or transferred to another Participant and may not be used to determine or increase a Prize.

2.11 "Platform" means the Play4What website, applications, partner portal and related competition services.

2.12 "Prize" means a predetermined non-cash good, service or voucher awarded for sporting performance in a Competition.

2.13 "Result" means the official result or outcome of a Competition determined under the applicable Competition rules and approved verification process.

2.14 "Reward Schedule" means the schedule completed for a specific Prize or other approved reward, including its funding, settlement and redemption model.

2.15 "Site" means an approved Club location recorded in Schedule 1 or a Site Addendum.

2.16 "Venue Services" means court, course, facility, booking, access, equipment, food, beverage or related services supplied by the Club independently from Play4What's Platform service.

2.17 "Voucher" means the electronic record, including a one-time QR code or other identifier, through which a Prize or other approved reward is issued, verified or redeemed.

3. Appointment and relationship

3.1 The Club appoints Play4What on a non-exclusive basis to make Approved Competitions available in relation to the Sites, and Play4What accepts the appointment subject to this Agreement.

3.2 The parties are independent contractors. Neither may bind the other, incur liability in the other's name or represent that an agency, partnership, employment or franchise relationship exists.

3.3 Play4What controls the Platform, Competition approval, participant-facing Competition administration and Prize administration. The Club controls the Sites, Venue Services, physical access, bookings, staff, facility safety and compliance applicable to its business.

3.4 No exclusivity arises unless a signed Schedule expressly states otherwise.

4. Onboarding verification and activation

4.1 The Club must provide its correct legal name, registration or identity number, VAT status, registered and trading addresses, authorised representative, Sites, operational contacts and other information reasonably required for verification.

4.2 A person who already has a Participant account may use the same email address to begin a Club application, but may not activate or bind the Club without verified authority.

4.3 Completing the onboarding screens submits an application to the Platform's compliance controls. The Club, Site, integration, merchant partnership and Prize do not become active merely because onboarding has been completed or a Club has clicked an acceptance button.

4.4 A complete standard application may receive Approval automatically if the information supplied passes the current Platform controls and no exception is identified.

4.5 Play4What may require manual review where information is missing or inconsistent, a licence or age-restricted Prize is involved, a cash or cash-convertible benefit is proposed, value or funding is unusual or unclear, a non-standard Competition or participation condition is proposed, bank details change, a fraud or complaint flag exists, or the application departs from the standard controls.

4.6 For a manual review, Play4What may request reasonable company, identity, authority, bank, licence, insurance, funding or integration evidence and may approve, reject or return the application for correction.

4.7 The Club must promptly update a material change to its particulars, authority, ownership, Sites, licences, bank details, insurance, integrations or operational contacts. A material change may trigger fresh automated controls or manual review.

5. Subscription tier fees and billing

5.1 The standard monthly subscription tiers are Small R500, Club R1,000 and Large R1,500, including VAT. The selected tier, included Sites or facilities and billing method are recorded in Schedule 1 and displayed before acceptance.

5.2 If the Club qualifies for the founding-club offer shown during onboarding, the first three monthly billing periods from the Go-Live Date are free. No subscription fee accrues before the Go-Live Date.

5.3 After an applicable free period, the selected subscription fee is billed monthly in arrears. The Club may cancel before the free period expires without becoming liable for a paid subscription period.

5.4 An upgrade or downgrade takes effect from the next billing period unless the parties agree otherwise in writing.

5.5 Play4What may change a recurring subscription fee on at least 30 days' written notice. The Club may terminate before the change takes effect if it does not accept the revised fee.

5.6 Play4What may suspend paid features after reasonable notice if an undisputed amount remains overdue, without prejudicing Participants in an active Competition or holders of valid Vouchers.

6. Platform access and authorised users

6.1 Play4What grants the Club a limited, revocable, non-transferable right to use the partner functions of the Platform for the purposes of this Agreement.

6.2 The Club must nominate authorised users, keep credentials secure, remove access promptly when a user's role ends and notify Play4What of suspected unauthorised access.

6.3 The Club may not copy, reverse engineer, interfere with, scrape, circumvent or misuse the Platform, except to the extent that a restriction is prohibited by law.

6.4 Play4What may use reputable service providers to host, secure, support and integrate the Platform, subject to applicable privacy and security obligations.

7. Competition proposals and approval

7.1 The Club may suggest Competitions, sporting formats, participation arrangements and Prizes. Approval may be recorded automatically for a standard proposal that satisfies the Platform's current controls, while Play4What retains final control over every Competition made available through the Platform.

7.2 No Competition may be published until Approval has been recorded for the Competition Card, sporting format, Participant requirements, fixed Participation Fee if any, predetermined Prize, the person funding or supplying the Prize, dates, Result method, cancellation treatment and material data flow.

7.3 A Competition must be referred for manual review if it includes an age-restricted or regulated Prize, cash or a cash-convertible benefit, an unusually high-value or unclear funding arrangement, a non-standard format, a purchase or participation condition, inconsistent information or another exception identified by the Platform controls.

7.4 The Club may not alter a live Competition Card, Participation Fee, Prize, winner determination, Result, redemption condition or refund position unless fresh Approval has been recorded for the change.

7.5 A Participation Fee is consideration for the identified Platform and competition-administration services. It is never a stake and may not be pooled, transferred to another Participant or used to determine or increase a Prize.

8. Club obligations

8.1 The Club must:

(a) maintain all licences, permissions, memberships and authority required to operate each Site and supply the Venue Services;

(b) supply Venue Services with reasonable care, skill, safety and regulatory compliance;

(c) keep booking, availability, operating-hour and closure information accurate;

(d) apply its ordinary access, conduct and safety rules fairly to Participants;

(e) appoint trained operational, safety, payment, privacy and escalation contacts;

(f) verify attendance and Results only from reliable records and without favour;

(g) report promptly any material incident, closure, booking failure, suspected manipulation or inability to perform; and

(h) retain records reasonably required for accounting, disputes, Competition integrity and applicable law.

9. Play4What obligations

9.1 Play4What must operate the Platform with reasonable care, publish approved Competition Cards, administer entries and Results, manage approved Prizes and provide reasonable support for Platform functions.

9.2 Play4What must maintain participant-facing terms, privacy information, competition rules and payment and refund information applicable to its service.

9.3 Play4What may investigate anomalies, correct an error, suspend or remove a Competition or require further evidence where reasonably necessary for fairness, safety, legality, consumer protection or Platform integrity.

9.4 Play4What does not guarantee a minimum number of Participants, bookings, merchant partners, Competitions or redemptions.

10. Bookings and integrations

10.1 The Club remains responsible for its booking system and must ensure that each Competition Card accurately states whether a Venue booking is included, separately payable or arranged independently.

10.2 A separately supplied Venue charge is governed by the Club's disclosed terms and must not be described as a stake, Prize contribution or player-funded Prize amount.

10.3 An integration, including a Playtomic connection, may access only the functions and data fields approved in Schedule 2. Credentials and secrets must be supplied through Play4What's approved secure process and may not be shared by ordinary email or displayed after capture.

10.4 The Club warrants that it may authorise the integration and instructs Play4What to use the approved access only to perform this Agreement. Either party may disconnect the integration for security, legality, termination or material malfunction.

10.5 The parties must follow the approved workflow for a cancellation, postponement, Site closure, booking failure or integration outage and avoid inconsistent messages to Participants.

11. Safety incidents and Venue responsibility

11.1 The Club is responsible for the physical condition and lawful operation of each Site, normal emergency measures, competent staff and the safety information ordinarily required for the relevant Venue Services.

11.2 The Club must take immediate reasonable steps in response to an injury, unsafe condition or other incident and must notify Play4What promptly where the incident affects a Competition, Participant or shared information.

11.3 Play4What does not control the physical Venue Services and does not assume the Club's occupational, premises, sporting, licensing or emergency duties.

11.4 Nothing in this Agreement permits either party to avoid liability that applicable law does not allow it to exclude, including liability for gross negligence where applicable.

12. Results and Competition disputes

12.1 The Club must provide reasonable booking, attendance, score, system or incident confirmation where it holds the relevant record and may lawfully disclose it.

12.2 Play4What determines Platform Competition outcomes under the Competition Rules. A binding decision of a recognised sport governing body or the agreed scoring source must be respected where applicable.

12.3 Neither party may manipulate, conceal or fabricate a Result, attendance record or evidence.

12.4 The parties must preserve and provide relevant records reasonably required to resolve a complaint or appeal.

13. Prizes club-run outlets and regulated benefits

13.1 A Prize may be funded by the Club, a Club-run outlet, an approved Merchant, a sponsor or Play4What, but it must be predetermined, approved and funded independently of Competition-specific Participation Fees.

13.2 A Club or Club-run outlet that supplies or redeems a Prize also acts as a Merchant for that Prize and must accept the applicable Prize and Reward Schedule or Merchant terms.

13.3 Each Club-supplied Prize must record its funder, classification, value, availability, validity, redemption location and process, material exclusions, age or licence controls and remedy if unavailable.

13.4 No cash Prize or cash alternative may be offered. An alcohol or other age-restricted or regulated Prize may be supplied or served by the licensed Club or Merchant at its discretion only after manual review and express Approval and subject to the applicable licence, age-verification, redemption and advertising controls.

13.5 The Club may refuse an unlawful redemption or a redemption that fails an approved identity, age or security check, but must record the reason and promptly notify Play4What.

14. Merchant partnerships

14.1 The Club may accept or decline a proposed Merchant partnership through the Platform. Club acceptance records commercial interest but does not itself approve the Merchant, partnership or any Prize.

14.2 A Merchant partnership or Prize becomes active only after Approval has been recorded, whether

automatically under the Platform's standard controls or following manual review.

14.3 Neither party may use Confidential Information or an introduction made solely through the other party to circumvent the other party's agreed commission, settlement or operating role for an approved Competition, Prize or campaign. This does not restrict an independently established relationship or ordinary dealings outside that approved Competition, Prize or campaign.

15. Settlement banking tax and records

15.1 Any payment for a Club-run outlet redemption is governed by the applicable Reward Schedule and is separate from the Club subscription.

15.2 Play4What may settle verified amounts by EFT with a redemption report in the cycle stated in Schedule 1 or the applicable Reward Schedule.

15.3 The Club must provide bank details through the approved secure process. Play4What may verify new or changed banking instructions and may delay payment for the reasonable period required to prevent fraud.

15.4 Play4What may not set off a subscription fee against a redemption settlement unless the parties have expressly agreed to that treatment and the reconciliation identifies both amounts.

15.5 Each party is responsible for its own tax obligations and must issue valid tax documents where required. All fees, prices, retail values and settlement values displayed under this Agreement or a Schedule include VAT.

16. Marketing and intellectual property

16.1 Each party grants the other a limited, revocable, non-exclusive licence to use its approved names, marks and materials only to perform and promote this Agreement.

16.2 Marketing must accurately describe the Platform, Competition, fees and Prizes, preserve Prize-funding separation and avoid betting, wagering, guaranteed-return or misleading language.

16.3 A party must obtain approval before materially altering the other's branding or issuing a joint public statement.

16.4 The Club warrants that it owns or is authorised to provide content uploaded to the Platform and that its use under this Agreement will not infringe another person's rights.

17. Personal information and security

17.1 Each party is responsible for personal information it processes for its own purposes. The parties must identify any processing performed by one party as Operator for the other and apply the required written processing terms.

17.2 The Club may receive only the Participant information reasonably required for booking, attendance, safety, Result, redemption, support or another approved purpose. It may not use that information for unrelated marketing without a separate lawful basis.

17.3 Each party must maintain appropriate technical and organisational safeguards, limit access to authorised persons and retain shared information only for an approved purpose and period.

17.4 A party must notify the other immediately, and where reasonably possible within 24 hours, after becoming aware of a suspected security compromise affecting shared information, and must cooperate with investigation, containment and legally required notifications.

17.5 A data-subject request, regulator enquiry or complaint relating to shared information must be referred promptly to the other party where its assistance or decision is required.

18. Confidentiality and non-use

18.1 Each party must protect the other party's Confidential Information, keep it confidential and use it only to perform or exercise rights under this Agreement.

18.2 A party may disclose Confidential Information only to its directors, officers, employees, professional advisers, contractors, holding companies, subsidiaries and affiliates who need it for this Agreement and are bound by equivalent confidentiality and non-use obligations. The disclosing party remains responsible for their compliance.

18.3 Clauses 18.1 and 18.2 do not apply to information that the receiving party can show is lawfully public through no breach of this Agreement, was already known without restriction, was independently developed

without use of the other party's Confidential Information, or must be disclosed by law after reasonable prior notice where permitted.

18.4 Neither party may use the other party's Confidential Information, or knowingly permit another person to use it, directly or indirectly, to design, develop, build, operate, knowingly finance or materially assist any platform, product or service that materially competes with or replicates a platform, product, service or material business function of the other party to which that Confidential Information relates. This clause does not restrict a party's ordinary business, its dealings with third parties or anything developed or held independently, provided that the other party's Confidential Information is not used.

18.5 The obligations in this clause continue for five years after termination, and without time limit for trade secrets and personal information while protected by law.

19. Compliance insurance and warranties

19.1 Each party warrants that it has authority to conclude this Agreement and will comply with applicable consumer, electronic-transactions, privacy, marketing, tax, safety, licensing and anti-corruption laws.

19.2 The Club warrants that each Site and Venue Service is lawfully operated and will maintain public-liability and other insurance reasonably appropriate to its activities, at the minimum level recorded in Schedule 1.

19.3 The Club must provide reasonable evidence of licences and insurance on request and must notify Play4What of a lapse, cancellation, regulatory investigation or material incident affecting this Agreement.

20. Indemnities

20.1 The Club indemnifies Play4What against third-party claims and direct losses to the extent arising from the Club's unlawful operation, unsafe Site, defective Venue Service, breach of booking obligations, false verification, unapproved Prize, unauthorised marketing or breach of data duties, except to the extent caused by Play4What.

20.2 Play4What indemnifies the Club against third-party claims and direct losses to the extent arising from Play4What's unlawful Platform operation, unauthorised alteration of an approved Competition, unauthorised use of Club branding or breach of its data duties, except to the extent caused by the Club.

20.3 The indemnified party must give prompt notice, allow reasonable control of the defence and provide reasonable cooperation. No settlement admitting fault or imposing an obligation on the indemnified party may be concluded without its consent, not to be unreasonably withheld.

21. Liability

21.1 Neither party excludes or limits liability that cannot lawfully be excluded or limited, including liability for fraud, wilful misconduct or gross negligence to the extent applicable, or death or personal injury caused by its conduct.

21.2 Subject to clause 21.1, neither party is liable for indirect, special or consequential loss, loss of profit, loss of opportunity or loss of goodwill.

21.3 Subject to clause 21.1, each party's aggregate liability in a 12-month period is limited to the cap stated in Schedule 1. The cap does not apply to a payment obligation, breach of confidentiality, infringement of intellectual property, data breach, indemnity for personal injury or failure to honour an approved Prize, to the extent lawfully agreed.

21.4 A party is not liable for failure caused by the other party, a Participant, an external booking or payment provider, or an event beyond reasonable control, except to the extent that the party failed to take reasonable preventative or mitigating steps.

22. Suspension and termination

22.1 Play4What may immediately suspend a Club, Site, integration, Competition, Merchant partnership or Prize where reasonably required for safety, legality, fraud prevention, consumer protection, security, material non-payment or serious reputational risk.

22.2 A party may terminate immediately for an irremediable material breach, insolvency, illegality, loss of required authority or licence, serious safety risk or repeated material breach.

22.3 A remediable material breach must first be notified and allowed 10 business days to be remedied, unless a shorter period is reasonably necessary to protect Participants or Platform security.

22.4 Termination does not cancel accrued rights, payment obligations, Participant remedies, active Competition obligations, valid Vouchers, confidentiality, data-protection, audit or record-retention duties.

22.5 The parties must cooperate on an orderly exit, including Participant communications, pending Results, valid Prize redemptions, settlement, access removal and lawful return or deletion of shared information.

23. Events beyond reasonable control

23.1 A party is not in breach for a delay or failure caused by an event beyond its reasonable control if it promptly notifies the other, takes reasonable steps to reduce the effect and resumes performance when reasonably possible.

23.2 This clause does not excuse an accrued payment obligation, a duty to protect personal information or a reasonable Participant remedy required by law.

24. Disputes notices and general provisions

24.1 A dispute must first be referred to senior representatives for good-faith resolution. Either party may seek urgent relief at any time.

24.2 South African law applies and the courts of South Africa have jurisdiction, subject to any mandatory statutory forum.

24.3 Notices must be delivered to the physical or email addresses in Schedule 1. An email notice is received on the first business day after transmission unless a delivery failure is shown.

24.4 This Agreement records the whole agreement on its subject. An amendment must be recorded in writing and accepted by authorised representatives, including through an approved electronic process.

24.5 The Club may not cede, assign or transfer this Agreement without Play4What's prior written consent. Play4What may transfer it as part of a bona fide sale, restructuring or transfer of the Platform business on notice, provided Participant and Club rights are not materially reduced.

24.6 If a provision is invalid or unenforceable, it must be limited or severed to the minimum extent required and the remaining provisions continue.

24.7 A failure or delay in enforcing a right is not a waiver.

25. Electronic records and precedence

25.1 The parties agree that this Agreement, its Schedules, notices and approvals may be concluded or issued electronically where the applicable process identifies the party, records the action and is capable of retention.

25.2 Play4What must make the full Agreement and completed Schedules available before acceptance, retain the Acceptance Record, email an accepted copy to the Club promptly after acceptance and may also make it available through the Club's account.

25.3 If there is a conflict, the order of precedence is: a signed amendment; a specific approved Prize or Site Schedule for its subject; Schedule 1; this Agreement; and the non-binding onboarding summary.

25.4 Clauses intended by their nature to continue after termination survive termination.

Schedule 1: Club commercial particulars

1. Club legal name registration or identity number VAT number registered address and trading name: _____

2. Authorised representative full name position email mobile number and basis of authority: _____

3. Approved Site names addresses sporting codes and operating contacts: _____

4. Selected tier and monthly subscription fee, including VAT: Small R500 / Club R1,000 / Large R1,500 / other approved VAT-inclusive amount: _____

5. Founding-club free period: applicable / not applicable. If applicable, first three monthly billing periods from the Go-Live Date.: _____

6. Go-Live Date billing method invoice contact and payment terms: _____

7. Insurance classes minimum cover and renewal evidence: _____

8. Liability cap and basis: _____

9. Operational safety support privacy security and finance contacts: _____

10. Club-run outlet settlement cycle bank verification method and tax-invoice treatment, if applicable: _____

Schedule 2: Operational and integration particulars

1. Approved booking integration and venue identifier: _____
2. Authorised read-only or other approved functions and data fields: _____
3. Booking attendance and Result verification source and responsible contacts: _____
4. Weather closure postponement cancellation and Participant communication workflow: _____
5. Safety incident immediate response evidence and escalation workflow: _____
6. Competition Approval workflow, automated control version and manual-review triggers: _____
7. Approved authorised users and access roles: _____

Schedule 3: Club supplied Prize or benefit particulars

1. Prize name plain-language description and classification: _____
2. Funder supplier and redeeming outlet: _____
3. Retail value agreed settlement value and funding source independent of Participation Fees: _____
4. Quantity stock or capacity and whether one Prize is shared or each winner receives a separate Prize: _____
5. Validity start expiry redemption location method and one-time Voucher control: _____
6. Material exclusions additional purchase condition and permitted charges: _____
7. Age restriction licence identity check and regulated redemption controls: _____
8. Substitution extension refund or other failure remedy: _____
9. Approval route, control version or manual reviewer, reference and date: _____

Schedule 4: Electronic acceptance record

1. Agreement version: _____
2. Club legal name and account identifier: _____
3. Authorised representative name position and email: _____
4. Acceptance date time and recorded action: _____
5. Commercial Schedule version and copy-delivery record: _____
6. Approval route, reference, date and Go-Live record: _____

Optional manual signature for PLAY4WHAT (PTY) LTD

Signature: _____ Name and capacity: _____ Date: _____

Optional manual signature for THE CLUB

Signature: _____ Name and capacity: _____ Date: _____