GROUPE EMIOS - SPORTS SPONSORSHIP PROGRAMME

Sports Sponsorship Agreement

Partnership agreement between the Emios group (Mixvoip or datacenter.eu) and a sports club, defining the financial support provided and the visibility considerations.

Preamble and parties

The Sponsor :

☐ Mixvoip SA

☐ Datacenter Luxembourg SA

both companies of the Emios SA groupe, whose registered office is located at 202, Z.A.E. Wolser F, L-3290 à Bettembourg, Luxembourg, RCS Luxembourg B80110, représente by Mr Loïc DIDELOT,
hereinafter referred to as the « Sponsor »,

AND

The Club, ……., a sports association/club whose registered office is located at ……., represented by ……
hereinafter referred to as the « Club »,
hereinafter jointly referred to as the « Parties »,

The following has been agreed.

Club Information

Official website :
Social media channels and followers:

- Instagram:
- Facebook:

Total number of Club members:
Team entered in competition

- Number of senior teams:
- Number of youth teams:

League of the first men's team:
League of the first women's team:

Article 1 - Purpose

The purpose of the Agreement is to define the conditions under which the Sponsor provides financial support to the Club, in consideration for visibility actions in favour of the Sponsor, as part of the Emios group's sports sponsorship programme.

The choice of Sponsor entity (Mixvoip or Datacenter.eu) and the sponsorship tier assigned to the Club (Article 3) are solely at the discretion of the Emios group, on the basis of objective criteria specific to the Club (division/sporting level and number of followers on social media), to the exclusion of any assessment of the size or importance of the Club. The Sponsor undertakes to inform the Club of the assessment factors used.

Article 2 - Term, renewal and early termination

The Agreement is entered into for a fixed term of **3 (three) years** from …/…/…., corresponding to the minimum commitment under the sponsorship programme.

At the end of this period, the Agreement may be renewed by written agreement of both Parties, for a term to be agreed.

By way of exception to the fixed term, either Party may terminate the Agreement before its expiry in the event of a serious breach by the other Party of its obligations which has not been remedied within 30 days after a written formal notice has remained without effect, or in the event of harm to the image of the Sponsor or the Club that is incompatible with continuation of the partnership, subject to the exception provided for in Article 4 concerning non-discrimination, which may give rise to immediate termination.

Article 3 - Selected package and consideration

The Emios group offers four sponsorship tiers, in accordance with the schedule below:

Package	Annual price	Sponsor board at the Club	Dedicated page with backlinks on the Club's website	Posts on the Club's social media
Essential Package	**200 €**	Yes	Yes	1 post/year
Partner Package	**300 €**	Yes	Yes	2 posts/year
Ambassador Package	**400 €**	Yes	Yes	3 posts/year
Platinium Package	**600 €**	Yes	Yes	4 posts/year

The Club's social media posts and website are drafted by the Sponsor and published by the Club on its own accounts.

In accordance with Article 1 of this agreement, the sponsorship tier assigned to the Club under this Agreement is:

☐ Essential Package - 200€/year

☐ Partner Package - 300€/year

☐ Ambassador Package - 400€/year

☐ Platinium Package - 600€/year

Article 4 - Obligations of the Club

The Club undertakes to:

1. Design, manufacture and install, at its own expense, a visible Sponsor board measuring at least 2 (two) by 1 (one) meter within its facilities (grounds, clubhouse, or any place frequented by its members and the public), for the entire term of the Agreement. The Sponsor reserves the right to verify that the installation of said board meets these criteria. This advertising medium must be permanently and fixedly displayed, ensuring continuous visibility 24 hours a day, 7 days a week, throughout the year, and may in no event be limited solely to periods of training, competitions of official matches.
2. The annual funds shall be paid only upon presentation of proof of the definitive installation of the board (a photograph attesting to its fixed and visible location), as

well as of the online publication of the planned web links, within 2 (two) weeks following receipt and validation of this evidence by the Sponsor.

3. Create and maintain, on its own website, a dedicated page mentioning the Sponsor and including several active hypertext links (backlinks) to the Sponsor's website;
4. Publish on its own social media accounts (Facebook and/or Instagram) the number of publications provided for in Article 3. This content is in principle drafted by the Sponsor and published by the Club within a reasonable time after receipt, but the Club may, should it so wish and feel capable of doing so, draft itself all or part of these publications instead of the Sponsor, provided the it has first submitted them to the latter for approval; in the absence of a reply from the Sponsor within 5 (five) business days, the content shall be deemed approved;
5. Remain solely responsible for the content of the publications and hold the Sponsor harmless.
6. Inform the Sponsor of any significant change affecting the Club (change of division, dissolution, merger, change of representative);
7. Provide the Sponsor, upon simple request, with any evidence of performance of its obligations (screenshots of publications, photograph of the installed board, etc.);
8. Mention the Sponsor's name in its public communications relating to the partnership, where the context so permits;
9. Not associate the Sponsor with practices contrary to sporting ethics or to the mage of the Emios group.

The Club guarantees that no discriminatory act, statement or conduct, in particular on the grounds of origin, sex, sexual orientation, disability, religion or any other characteristic protected by law, shall be committed by its directors, employees, volunteers, licensees or players, whether in the context of the Club's activities, at events related to the partnership, or in their respective public communications, including on their personal social media accounts. The Club undertakes to raise awareness of this requirement among all its members and to take all appropriate measures as soon as a breach is brought to its attention. Any established breach of this obligation, whether committed by the Club itself or by one of its directors, employees, volunteers, licensees or players, constitutes a serious breach within the meaning of Article 2 and authorises the Sponsor to terminate the Agreement with immediate effect, without notice or possibility of remedy.

The present Agreement is entered into on a non-exclusive basis. The Club remains free to enter into other sponsorship partnerships with third parties, provided that they do not carry on an activity directly competing with that of the Sponsor.

Article 5 - Obligations of the Sponsor

The Sponsor undertakes to:

1. Pay the Club the annual financial contribution corresponding to the selected tier (Article 3) in accordance with the terms of Article 6;
2. Draft and send to the Club the content of the social media publications provided for in Article 3;
3. Provide the Club with the graphic elements (logo, graphic guidelines) necessary for producing the board and the dedicated page mentioned in Article 4;
4. Appoint a contact person responsible for monitoring the partnership;
5. Respond within a reasonable time to any request from the Club relating to monitoring the partnership.

Article 6 - Payment terms

The annual contribution provided for int Article 3 shall be paid by the Sponsor to the Club according to the following schedule: …….

The amounts stated in Article 3 are exclusive of taxes (HT). If the Club has a valid intra-Community VAT number, VAT applicable at the rate in force is added to the invoiced amount; failing a VAT number communicated by the Club, the amount paid corresponds to the net amount stated in Article 3, without the addition of VAT.

Intra-Community VAT no. of the Club (where applicable): …….

Payment is made by bank transfer to the Club’s account:

IBAN ……., account holder ……., within 14 days of receipt of the invoice or the Club’s request fr payment.

The annual amount is revised only in the vent of a change of tier, decided by the Sponsor in accordance with Article 1, and notified In wiring to the Club at least … days before it takes effect.

Article 7 - Intellectual property, image rights and confidentiality

Trademarks and logos

The Sponsor grants the Club a non-exclusive right, limited to the term of the Agreement, to use its name and logo on the board and the dedicated page mentioned in Article 4, in strict compliance with its graphic guidelines. This right automatically ends upon expiry or termination of the Agreement; the Club shall then remove the board and the relevant content within a reasonable time.

Image rights

The Club authorizes the Sponsor to mention its name and logo, as well as to use photographs of the board installed at the Club, for communication purposes concerning the partnership, except in the event of written objection by the Club, and in compliance with the General Data Protection Regulation (GDPR).

Confidentiality

Each Party undertakes to keep the financial terms of this Agreement confidential, save with the agreement of both Parties or where legally required to disclose them.

Article 8 - Force majeure, applicable law and jurisdiction

Force majeure

Neither Party shall be held liable for a failure to perform its obligations resulting from an event of force majeure as defined by Luxembourg law (natural disaster, pandemic, decision of public authorities, etc.). The affected Party shall inform the other without delay.

Applicable law

The Agreement is governed by Luxembourg law.

Competent jurisdiction

Any dispute relating to the formation, performance or interpretation of the Agreement that has not been resolved amicably shall be submitted to the competent courts of Luxembourg City.

Signatures

Executed in two original copies, at Bettembourg, on ….., each copy being signed by both Parties.

For the Sponsor	**For the Club**
Loïc DIDELOT, CEO	*Name, position*
Signature	Signature