



SOKKR Terms & Conditions

1. Introduction
These terms apply to all SOKKR programmes and services within The Sokkr Group.
2. Participation
Participation is voluntary and subject to programme requirements.
3. Payments
Fees must be paid as agreed prior in line with participation agreement.
4. Welfare & conduct
Participants must respect staff, coaches, players and facilities.
5. Injury & medical
Participation carries inherent risks and relevant medical information must be disclosed.
The Sokkr Group will have appropriate medical and injuries processes in place.
6. Changes to programmes
SOKKR reserves the right to amend programmes where required which will be informed in writing in an appropriate time frame.
7. Limitation of liability
SOKKR is not liable for indirect losses or circumstances beyond its reasonable control.
8. CONFIDENTIALITY
9. Confidential Information (the "CONFIDENTIAL Information") refers to any data relating to the Recipient, whether business or personal, which would reasonably be considered to be private or proprietary to the Recipient and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Recipient.
10. The Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Provider has obtained, except as authorised by the Recipient or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
11. All written and oral information and material disclosed or provided by the Recipient to the Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Provider.
12. OWNERSHIP OF INTELLECTUAL PROPERTY
13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under the Agreement, will be the sole



property of the Provider. The use of the Intellectual Property by the Provider will not be restricted in any manner.

14. The Provider may not use the Intellectual Property for any purpose other than contracted for in the Agreement except with the written consent of the Recipient. The Provider will be responsible for any and all damages from the unauthorised use of the Intellectual Property.

15. RETURN OF PROPERTY

16. Upon expiry or termination of the Agreement, the Provider will return to the Recipient any property, documentation, records, or Confidential Information which is the property of the Recipient.

17. CAPACITY/INDEPENDENT CONTRACTOR

18. In providing the Services under this Agreement it is expressly agreed that the Provider is acting as an independent contractor and not as an employee. The Provider and the Recipient acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

19. RIGHT OF SUBSTITUTION

20. Except as otherwise provided in this Agreement, the Provider may, at the Provider's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Provider under this Agreement and the Recipient will not hire or engage any third parties to assist with the provision of the services.

21. In the event that the Provider hires a sub-contractor:

- a. The Provider will pay the sub-contractor for its services, and these will be included within the services (the "Payment") with no obligation to the Recipient.
- b. For the purposes of the indemnification clause if the Agreement, the sub-contractor is an agent of the Provider.

22. AUTONOMY

23. Except as otherwise provided in this Agreement, the Provider will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Provider will work autonomously and not at the direction of the Recipient. However, the Provider will be responsive to the reasonable needs and concerns of the Recipient.

24. EQUIPMENT



25. Except as otherwise provided in this Agreement, the Provider will provide at the Provider's own expense, any equipment, facilities, supplies, workwear and any other items necessary to deliver the Services in accordance with the Agreement.
26. The Recipient is responsible for providing, at the Recipient's own expense, any personal equipment, supplies, workwear and any other items necessary to participate in the Services provided by the Provider.

27. NON EXCLUSIVITY

28. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

29. NOTICE

30. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties to the address set forth in the opening paragraph or to such other address as either Party may from time to time notify the other.
31. Any cancellations of the agreement shall be in writing to the recipient explaining the reasons and exempts the provider from any further responsibility from any losses such as travel.

32. INDEMNIFICATION

33. Except to the extent paid in settlement from any applicable insurance policies, and the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

34. MODIFICATION OF AGREEMENT

35. Any amendment or modification of an Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

36. TIME OF THE ESSENCE

37. Time is of the essence in the Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

38. ASSIGNMENT



39. The Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under the Agreement without the prior written consent of the Recipient.

40. TITLES/HEADINGS

41. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting the Agreement.

42. GENDER

43. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

44. GOVERNING LAW

45. The Agreement will be governed by and construed in accordance with the laws of England.

46. SEVERABILITY

47. In the event that any of the provisions of the Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

48. WAIVER

49. The waiver by either Party of a breach, default, delay or omission of any of the provisions of the Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

50. FORCE MAJEURE

51. If either party is affected by Force Majeure, it shall promptly notify the other parties of the nature and extend of the circumstances in question.

52. Notwithstanding any other provisions of this Agreement neither party shall be deemed in breach of the Agreement or otherwise be liable to the other parties for any delay in performance of the non-performance of any of its obligations under this Contract to the extent that the delay or non-performance is caused by the Force Majeure of which it has notified the other parties, and the time for performance of that obligation shall be extended accordingly.

53. If the Force Majeure in question prevails for a continuous period in excess of one month the parties shall enter into a bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable