



PARTNERSHIP FRAMEWORK AGREEMENT WIN2TEC AND ACOLOP.

Between

**Association of Portuguese-Speaking Olympic Committees
(ACOLOP)**

and

WIN2TEC SPORT S.L



THIS PARTNERSHIP FRAMEWORK AGREEMENT (hereinafter referred to as the "Agreement") is entered into 25 April 2025.

BETWEEN

Association of Portuguese-Speaking Olympic Committees

(ACOLOP), whose registered office is at, Avenida do Atlântico nº16, Edifício Panoramic, 14.º Piso, Escritório 8 Parque das Nações 1990-019 Lisboa, Portugal hereinafter referred to as "ACOLOP".

AND

WIN2TEC SPORT S.L., with registered office at Cid Campeador, 20, 16640 – Belmonte Basin, Spain. and with NIF: B19998434, hereinafter referred to as WIN2TEC.

(Both hereinafter may be referred to jointly as the "Parties" and individually as the "Party")

PREAMBLE:

ACOLOP: The Association of Portuguese-Speaking Olympic Committees (ACOLOP) is an international organization based in Lisboa, Portugal, which unified 12 Portuguese-speaking countries and communities.

WIN2TEC: Is a specialized company in timekeeping and real-time sports results dissemination, delivering cutting-edge technology solutions for competitions worldwide.

ACOLOP wants to professionalize and standardize its TSR solutions for the dissemination of results and raise the level of the technological solutions in sporting events under its supervision.

WIN2TEC wishes to participate in the provision of Services to ACOLOP and wants to integrate itself not only as a service provider, but also as a global Partner of ACOLOP.

Therefore, the Parties have agreed to sign the present Framework Agreement in accordance with the following articles.



ARTICLES:

Article 1 Scope

1.1 The scope of this Agreement is to establish the terms and conditions in accordance to which WIN2TEC will provide the Services to ACOLOP and to the Local Organizing Committees of ACOLOP events portfolio.

1.2 The Parties acknowledge and fully accept to be bound by all the terms of this Agreement.

ARTICLE 2 –OBLIGATIONS OF THE PARTIES

WIN2TEC'S OBLIGATIONS

2.1 WIN2TEC agrees to deliver the Services on time. WIN2TEC agrees to fully and timely cooperate as required to ensure the successful fulfilment of the Services and products delivered to ACOLOP or their respective LOCs.

2.2 WIN2TEC shall promptly answer and provide clarification to any queries related to the Services of this Agreement.

2.3 WIN2TEC and ACOLOP shall hold regular progress meetings, as reasonably requested by ACOLOP, to monitor the delivery of the Services under this Agreement. WIN2TEC shall also submit progress reports on the delivery of the Services.

2.4 WIN2TEC shall be fully responsible for the performance and/or acts and omissions of its employees or contractors during the performance of the Services and the fulfillment of this Agreement in its entirety, including but not limited to any actions or omissions that result in liability, personal or property damage or loss.

2.5 At the request of ACOLOP and upon justified grounds, WIN2TEC will replace any of its employees or contractors assigned to the provision of the Services who have an attitude contrary to the values of the Olympic Movement or who engage in any inappropriate behavior that endangers the image, reputation or the good course of the Games, the safety of the athletes, the public or any other participant.

2.6 Acceptance of the Services (or any part thereof) by ACOLOP shall be based on the requirements agreed by the Parties.

ACOLOP'S OBLIGATIONS

2.7 ACOLOP undertakes to cooperate with WIN2TEC's employees as required to ensure the successful fulfilment of the present Agreement. However, for the avoidance of doubt, ACOLOP retains the right to give final instructions to WIN2TEC and/or to employees or contractors of WIN2TEC within the scope of this Agreement.

2.8 ACOLOP shall promptly answer and clarify any queries that WIN2TEC may have in relation with the fulfilment of its contractual obligations. Accordingly, ACOLOP shall designate, among its personnel and at its own expenses, a "contact person" who will be responsible for answering WIN2TEC's needs and other queries.



2.9 ACOLOP or the responsible Organizing Committee agrees to remunerate the Services supplied by WIN2TEC on time and in accordance with the payment milestones agreed.

ARTICLE 3 – CONFIDENTIALITY

3.1 WIN2TEC acknowledges that it has or might have access to information of essential importance to ACOLOP or associated companies of the Games.

3.2 ACOLOP acknowledges that it has or might have access to core expertise and technologies that are part of the intellectual property of WIN2TEC or companies of WIN2TEC as well as to information and trade secrets of essential importance to WIN2TEC or companies of WIN2TEC Group.

3.3 The Parties undertake to keep in the strictest confidence and use only for the exclusive purpose of the performance of the Services under this Agreement all information obtained by or provided to the other party (either directly or indirectly) in connection with this Agreement and its subject matter (hereinafter the 'Confidential Information'). For the avoidance of doubt, this clause applies to all information in any form or media (including but not limited to oral information) either marked or notified by either Party as being confidential, or which in the normal course of business would be considered to be of a confidential nature; provided however that, any information that (a) is or becomes (through no improper action or inaction by the other party) generally available to the public; (b) is or becomes available to the other party from a third party who has the right to disclose it to it; (c) was independently developed by the other party without use of or reference to the information as evidenced by written records, or (d) was previously known by the other party as evidenced by written records, shall not be considered Confidential Information.

Notwithstanding the above, the Parties agree that WIN2TEC shall be entitled to disclose Confidential Information provided by ACOLOP to other entities or stakeholders, if and to the extent required in connection with the performance of the Services. The Parties agree that ACOLOP shall be entitled to disclose Confidential Information provided by WIN2TEC to other entities legally bound to the hosting of the Games, if and to the extent required in connection with the performance of the Services.

3.4 The provisions of this Article shall survive the expiry or any earlier termination of this Agreement.

3.5 No Party may make any announcement or press release or any other kind of communication of whatever nature in relation to this Agreement and/or its subject matter or its involvement in the Project without the prior written consent of the other Party.

3.6 The Parties acknowledge that the violation of this provision may cause material or financial prejudice to the other party. Therefore, both Parties agree and undertake, without prejudice to the other party's rights and remedies under contract or law, to fully indemnify and keep the other party harmless from loss or damage or any other financial consequence arising out of a breach of the present provision.



ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

4.1 ACOLOP acknowledges that the intellectual property rights of WIN2TEC and/or of any entities within the WIN2TEC Group, including but not limited to patent, trademark, trade names, copyright and trade secret rights, remain exclusively owned by WIN2TEC and/or any entities within the WIN2TEC Group. ACOLOP is hereby granted a non-exclusive, non-assignable, and limited license to use those trademarks, logos, trade names, and service marks provided by WIN2TEC to ACOLOP solely during the term of the contract and only within the limited scope of this Agreement and the corresponding Work Order.

4.2 WIN2TEC undertakes and warrants that it has all necessary rights, authorizations and licenses necessary for the provision of the Services in compliance with the terms of the Agreement.

4.3 WIN2TEC shall fully indemnify and keep ACOLOP harmless, in particular against any and all intellectual property right claims and/or other similar claims for damages or other legal claims arising out or in connection with the use of the equipment and Services delivered by WIN2TEC under this Agreement.

4.4 In case any third-party software is incorporated under this Agreement, it shall be delivered to ACOLOP in accordance with the terms imposed by the licensor. WIN2TEC warrants to ACOLOP that these terms are compatible with the terms of this Agreement and permits to use the Services and/or deliverables in accordance with the terms of this Agreement.

4.5 Upon the conclusion of the Games, ACOLOP will maintain a comprehensive historical archive of all results and retain full ownership and rights over the official scoring and timing data from its competitions.

ARTICLE 5 – WARRANTIES

5.1 WIN2TEC warrants and undertakes as follows:

- WIN2TEC undertakes that the Services shall be performed with all due skills, care and diligence, in a good and workmanlike manner and to the complete satisfaction of ACOLOP to obtain the services as defined in this agreement.
- WIN2TEC warrants and undertakes that the Services shall be performed by personnel who shall be competent and professional and, in particular (but without limitation), shall possess skills and experience which are appropriate to the roles assigned to them.
- WIN2TEC warrants and undertakes that its personnel, employees and contractors fully understand the Services and that the Services will comply with the terms and conditions of this Agreement and of the corresponding Work Order.
- WIN2TEC warrants and undertakes that personnel, employees and contractors will comply with all applicable laws, rules and regulations relating to its obligations under this Agreement.
- WIN2TEC represents and warrants that it has all rights, permits, licenses and authorizations required and full capacity and authority to enter into this Agreement and perform its obligations under its terms.



5.2 Should the Services not be provided in accordance with the terms of this Agreement and any other requirements subsequently agreed by the Parties, or should ACOLOP duly reject any part of the Services delivered by WIN2TEC in view of being deemed incomplete or unsatisfactory taking into account the requirements agreed by the parties, WIN2TEC shall immediately modify, re-perform, improve, correct or complete the Services as required without any additional charges to ACOLOP and without prejudice to ACOLOP's other rights or remedies.

ARTICLE 6 – NOTICES

6.1 Notices for the purpose of this Agreement shall be given by person delivery, prepaid registered mail or e-mail, and confirmed by personal delivery, registered mail or courier service, and shall be delivered to the Parties hereto in the following addresses:

Attention: Mr. Leonardo Antônio Cintra Cunha (Executive Director)

ACOLOP Avenida do Atlântico nº16, Edifício Panoramic, 14.º Piso, Escritório 8 Parque das Nações 1990-019 Lisboa, Portugal.

leonardo.cunha@acolop.net

Tel: (+238) 954 05 94

Attention: Mr. Ariel Valdes Chavez (Chief Strategy Officer)

WIN2TEC Sport S.L, Cid Campeador, 20, 16640 – Belmonte Basin, Spain.

avaldes@win2tec.com

Tel: (+41) 79 8518 133

ARTICLE 7 – DURATION AND TERMINATION

7.1 This Agreement shall enter into force on the date of its signature and shall remain in force for four years, with automatic renewal for another four years, if neither party objects in writing.

TERMINATION BY ACOLOP

7.2 Without prejudice to other rights or remedies, ACOLOP reserves the right to terminate this Agreement by giving written notice to WIN2TEC at any time without liability (to the extent permitted by law), in case any of the following has occurred:

- (1) If WIN2TEC commits a breach of its obligations under this Agreement (and/or any or all the Work Orders) which is irremediable or, if remediable, fails to remedy the same as instructed by ACOLOP within a period of 15 days after ACOLOP's notice (save as where other remedy period is agreed between WIN2TEC and ACOLOP and save where no remedy is possible due to timing constraints of competitions at the Games), or
- (2) WIN2TEC having a receiver or liquidator, or administrator appointed or ceasing to trade or having an order made against it, or passing a resolution, for winding-up.



7.3 Subject to above, termination or expiration of, and withdrawal from this Agreement, for any reason, shall be without prejudice to all accrued rights, liabilities and remedies. In any case of termination, WIN2TEC will only receive the price corresponding to the Services properly and satisfactorily rendered.

TERMINATION BY WIN2TEC

7.4 Without prejudice to other rights and remedies, WIN2TEC reserves its right to terminate this Agreement by giving written notice to ACOLOP at any time without liability, in case any of the following has occurred:

- (1) If ACOLOP commits a breach of its obligations under this Agreement which is irremediable or, if remediable, fails to remedy the same as instructed by WIN2TEC within a period of 15 days after WIN2TEC's notice (save as where other remedy period is agreed between ACOLOP and WIN2TEC), or
- (2) For any reason related to political instability or criminality that would endanger the safety and security of WIN2TEC's employees and that would prevent WIN2TEC from timely and properly achieving the Services. For the avoidance of doubt, in such a case, no payment obligation shall exist for ACOLOP towards WIN2TEC at all.

7.5 Further to the above, WIN2TEC reserves its right to terminate the corresponding Work Order upon written notice at any time without liability in case of withdrawal by ACOLOP from the organization of the Games.

7.6 Subject to 7.5 (2) and 7.6 above, termination or expiration of, and withdrawal from this Agreement, for any reason, shall be without prejudice to all accrued rights, liabilities and remedies. In any case of termination, WIN2TEC will receive the price corresponding to the Services properly and satisfactorily rendered and the cost of the work in progress.

ARTICLE 8 – BUSINESS MODEL / REMUNERATION

8.1 WIN2TEC and ACOLOP will use a revenue share model, where dividends are shared 70/30.

This calculation will be made on an event-by-event basis and will consider the net values, after taxes or any local legal withholding.

If ACOLOP pays directly for Win2tec's services, it will receive a 30% direct discount on a fair market price, which takes into account the sports calendar and competition program and services required by Win2tec (primarily Timing, Scoring & Results Diffusion).

In the event that the Organizing Committees are the ones covering Win2tec's services, the Lusophony Games Organizing Committee will receive a 15% direct discount on the fair market value, and ACOLOP will receive 15% of the total agreed upon for the services as a direct investment.

8.2 Additionally: WIN2TEC will offer the following services as VIK:

- Hosting, improving and management of ACOLOP Web Platform.
- Promote ACOLOP actions, marketing activations and their President.
- Collaborate on the creation of ACOLOP press releases and communication strategy.

8.3 Potential Events under this agreement:



- Lusophony Games

Subsequent Games and any other sport event that can be created by ACOLOP, during the time period validity of this contract.

8.4 WIN2TEC Marketing Rights:

WIN2TEC will be granted the following cumulative rights, in return for the Partnership and VIK services offered to ACOLOP.

- Recognition as Top Partner of ACOLOP. (Category: Timing and Scoring Partner).
- Rights to show the WIN2TEC Logo at the "Tv Credits" of ACOLOP and events production:
 - (8% ratio max). Final summary and standings, Medals summary and by event, Schedules by day and competition.
- A partner recognition of WIN2TEC logo at venues, comparable to the other Partners recognition.

WIN2TEC will have the following branding within the Games Venues, including the right to have a Partner mark displayed on: (Under LOCs cost).

- On-site Advertising and Branding:
 - Designated perimeter boards (field of play) at the venues as approved by LOC. Sizes to be agreed.
 - Appearance on the backdrop: in the media room, official flash interviews (including WIN2TEC logo with other Partners).
 - Logo on the official website of ACOLOP and ACOLOP Sport Events.
- Rights of communication and issue press release informing the services provided by WIN2TEC to ACOLOP.
- Activation of B2B marketing & communication
 - Reference and communication on provider capabilities to accompany our clients towards the TV production journey of the games.
- VIP Accreditations, for WIN2TEC from ACOLOP events and games (4).
- Rights to conduct Venue Tours with clients, visiting the IBC, TV Production areas, Venue Technology areas (not during competition).

8.5 In consideration of the full and satisfactory provision of the Services by WIN2TEC under each agreement, ACOLOP or the LOCs will pay WIN2TEC the amount indicated in the corresponding milestone. Additionally, WIN2TEC will be entitled to any and all marketing rights detailed in the framework agreement with ACOLOP.

8.6 Payment to WIN2TEC by ACOLOP or LOCs for the provision of the Services will be made in stages, as established in the commercial agreement. The payment will be made by ACOLOP or LOCs after receipt of the corresponding invoice, in accordance with the terms of this Agreement.

8.7 WIN2TEC shall be fully and directly liable for any penalties and costs imposed to ACOLOP in connection with the performance or lack of performance of the Services included in the agreement or contract with the LOCs and its obligations hereunder and WIN2TEC will hold ACOLOP fully harmless if any liability or penalties are directly charged to ACOLOP. Such penalties and costs shall apply without prejudice and in addition to any other liability for losses or damage



caused by WIN2TEC in connection with the Services and without prejudice and in addition to any other legal remedy which ACOLOP may wish to take.

ARTICLE 9 – INDEMNITY

9.1 The Parties agree and acknowledge that WIN2TEC will assume full responsibility in the provision of its equipment and Services hereunder, provided ACOLOP complies with its obligations under articles 2.7 to 2.11 of this Agreement. Therefore, the Parties agree that ACOLOP shall not incur any financial burden, costs, expenses or liabilities, for whatever reason, arising out of or in connection with WIN2TEC's performance of its obligations and/or the WIN2TEC's Services.

9.2 Without prejudice to other provisions of this Agreement concerning the liability of WIN2TEC towards ACOLOP and the obligation of WIN2TEC to hold ACOLOP harmless, WIN2TEC hereby generally undertakes to indemnify ACOLOP for all damages, penalties and other liabilities that ACOLOP may incur and that arise because of or in connection with any act or omission, or any failure of WIN2TEC (or its employees or contractors) to perform its contractual obligations in accordance with the terms of this Agreement.

ARTICLE 10 – MISCELLANEOUS

10.1 This Agreement is personal to WIN2TEC and WIN2TEC shall not sub-contract nor assign this Agreement neither any of its rights or obligations hereunder to any external third party without the consent of ACOLOP.

10.2 Each party shall not use or publicly disclose the legal name and logo of the other party without the other party's prior written consent (such consent not to be unreasonably withheld or refused). For the avoidance of doubt, nothing in this Agreement grants any right to use, communicate or make any reference to any partner of ACOLOP, the Games or WIN2TEC, and unauthorized use of any such references may be subject to prosecution and/or legal action.

10.3 The expiration or termination of this Agreement shall not operate so as to affect such of the provisions hereof as are expressed or intended to operate or to have effect after termination thereof and shall be without prejudice to any rights or obligations which shall have accrued and be owing prior thereto or which are expressed to or are intended to survive termination of this Agreement.

10.4 ACOLOP and WIN2TEC agree that this Agreement is the complete and exclusive statement of the agreement between both Parties, which supersedes all prior agreements, oral and written between the Parties relating to its subject matter.

ARTICLE 11 – APPLICABLE LAW AND JURISDICTION

11.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland without recourse to its conflict of law provisions.

11.2 If a disagreement exists between or among the Parties concerning this Agreement, any party may require the other party to submit the reasons for its position, in writing, and then to enter into good faith negotiations to attempt to resolve the disagreement by negotiations between their respective designated representatives in accordance with the following escalation procedure:

EXECUTIVE LEVEL: NAME, E-MAIL AND TITLE OF REPRESENTATIVE



ACOLOP: Mr. Leonardo Antônio Cintra Cunha (Executive Director)

leonardo.cunha@acolop.net

Tel: (+238) 954 05 94

WIN2TEC: Mr. Ariel Valdés (Chief Strategy Officer)

avaldes@win2tec.com

Tel: (+41) 7985 18 133

11.3 If the dispute has not been resolved by agreement within 10 Business Days of the matter being raised by either Party to such first level representatives, it may be escalated by either Party to the second level representatives set out below by notice in writing. The Parties shall procure that such representatives use their reasonable endeavors to resolve the dispute within 5 Business Days of such notice.

PRESIDENCIAL LEVEL: NAME, E-MAIL AND TITLE OF REPRESENTATIVE

ACOLOP: Filomena Maria Africano Spencer Fortes, President, presidente@acolop.net

WIN2TEC: Mr. Javier Martínez Grande (Ceo), jmartinez@win2tec.com

11.4 Ultimately, the dispute may be submitted to the competent jurisdiction of the courts of the city of Lausanne, Switzerland, for resolution, which shall have exclusive jurisdiction.

April 24th, 2025

SIGNATORIES

ACOLOP

Name: Ms. Filomena Maria Africano Spencer Fortes

Title: President

WIN2TEC SPORT S.L

Name: Mr. Ariel Valdés Chávez

Title: Chief Strategy Officer