

## ATHLETE PAYMENT IMPLEMENTATION POLICY

**Type of document:** Bylaws – implementation policy

**Accepted by:** Executive Board of the International Teqball Federation (“FITEQ”)

**Basis:** Article 3.2.4. (a) of FITEQ’s Statutes - “The Executive Board shall have the following powers, in particular: ... (a) Define, determine, orient, implement and monitor the general policies, objectives, business plan, and activities of FITEQ.”

Article 3.2.4. (j) of FITEQ’s Statutes - “The Executive Board shall have the following powers, in particular: (j) Manage, modify and adopt the Bylaws”

**Addressees:** Athletes and other Individual Affiliates as per FITEQ Statutes

**Issuance date/Validity from:** February 23, 2023

### I. Introduction

This Athlete payment implementation policy (hereafter: “Policy”) sets forth the rules applicable to i) the payment of prize money or subsidy awarded to Athletes by FITEQ in connection with their participation or result(s) achieved at FITEQ-organized/sanctioned international events; ii) payment of professional fees to Athletes; and iii) the payment of membership fees by Athletes, as applicable.

### II. Payment by FITEQ of prize money or subsidy or fee

#### II.1. Gross amount

Except for Hungarian tax residents, all amounts will be paid in gross, provided that the Athlete assumes full responsibility for paying all relevant taxes in its tax residency country as per the following:

Athletes must acknowledge and warrant in a declaration that, in connection with the payment of any prize money or subsidy or fee, they shall be solely responsible for any and all liabilities arising under the taxation, social security and other benefits laws of the country and/or state where they are domiciled for tax purposes („Applicable law”). FITEQ will in no case be liable for any such obligations, and Athlete must indemnify FITEQ in case Athlete does not comply with the Applicable law and causes damages to FITEQ. In case of Hungarian tax residents, Athletes shall duly provide any information necessary for the (payroll) accounting and payment to FITEQ as requested by FITEQ.

Data processing will be performed by FITEQ, as EU domiciled entity, as per GDPR requirements.

In lack of cooperation by Athlete regarding the above, FITEQ is not able to pay relevant amounts to Athlete.

#### II.2. No-cash payment

FITEQ shall not pay any amounts to Athletes in cash, including check payments. Athlete shall be responsible for opening, maintaining a bank account in its own name to be used for such transactions. Athletes shall also duly inform FITEQ of the banking information or any change therein in connection with their membership and/or payment under this Policy.

FITEQ reserves the right to introduce other payment methods.

#### II.3. Timing of payment

By default, payments shall be made by FITEQ in arrears, possibly within Thirty (30) days, except for prize money payments which will be paid until the 15<sup>th</sup> day of the month following the competition event.

However, no payment shall be made by FITEQ to any Athlete until the relevant payment amount reaches One hundred (100) USD/EUR respectively. Accordingly, by signing the Player Participation Agreement or other relevant agreement or form, Athletes are deemed to acknowledge that payment shall only be made once the relevant amount reaches the One hundred (100) EUR / USD threshold.

In case such threshold is not reached within Two (2) years from the date when the first payment obligation occurred, the payment of such amounts will be performed by FITEQ in one instalment.

### **III. Tax residency declaration**

In case of non-Hungarian tax residents, Athletes shall duly provide FITEQ, for each calendar year during which they won prize money or were awarded subsidy or earned a fee, a tax residency certificate (or its equivalent in compliance with the Applicable law) no later than the end of the calendar year. In general, such documents are issued by the competent tax authority based on the information available in their databases certifying that the requesting person is indeed a taxpayer in the relevant jurisdiction. The tax residency certificate shall be in the English language or shall be submitted to FITEQ accompanied by a certified English translation.

### **IV. Failure to complete the transaction**

By default, FITEQ shall attempt to complete the transaction maximum two (2) times, at its own expense. If, however, the transfer cannot be completed due to insufficient or incorrect information provided by the Athlete or otherwise at Athlete's fault, the relevant Athlete loses its right/entitlement to the aforementioned sum.

### **V. Membership fee refund**

Unless otherwise provided for by the Executive Board, Athletes must meet the eligibility criteria set out in FITEQ Statutes 2.3.1 and pay a membership fee in order to participate as an Athlete on FITEQ events or events under FITEQ's jurisdiction. Membership fee may be paid on a monthly basis or for one year, as advance payment.

Upon cancellation or termination for any reason of the Athlete's membership, no refund shall be paid by FITEQ for the remaining time of the paid period. Exceptions may be made, upon FITEQ's sole discretion, in case membership is terminated due to physical injury or other equitable and legitimate cause.

### **VI. Miscellaneous**

This Policy shall also apply to other Individual Affiliates mutatis mutandis, if they receive relevant payment from FITEQ, provided that Individual Affiliates' agreement does not provide for different payment terms.

FITEQ's Executive Board, may, amend, revise and review the rules set out herein from time to time in compliance with the applicable statutory rules and regulations.