

Exhibit C

NOT A CERTIFIED COPY

**PROFESSIONAL
PICKLEBALL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS PROFESSIONAL PICKLEBALL SERVICES INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the 2nd day of July, 2026 (the "Effective Date"), by and between SWEDE DREAMS, LLC, a Florida Limited Liability Company ("Company"), and [INSERT FULL LEGAL NAME OF PICKLEBALL PROFESSIONAL], an individual ("Contractor"). Company and Professional Contractor are sometimes referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Company has entered into that certain Professional Racquet Center Services Independent Contractor Agreement with Lotus Palm Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), dated as of June 2026 (the "Master Agreement"), pursuant to which Company is engaged to operate, manage, and provide professional tennis and pickleball services, programs, and instruction at the Racquet Center Facilities located within the Lotus Palm residential community in Palm Beach County, Florida;

WHEREAS, the Master Agreement requires and authorizes Company to engage and provide a full-time pickleball Contractor to perform specific services, including but not limited to operating free clinics, managing league play, providing coaching, and handling related program administration, all as more particularly described in Exhibit "B" to the Master Agreement (the "Pickleball Professional Services");

WHEREAS, Contractor possesses the experience, credentials, certifications (including active membership and certification in good standing with the International Pickleball Teaching Professional Association ("IPTPA")), and expertise necessary to provide high-quality professional pickleball instruction, program management, league organization, coaching, and related services in a manner consistent with the standards of an upscale residential community;

WHEREAS, Company desires to engage Contractor as an independent contractor to provide the Pickleball Professional Services, and Contractor desires to accept such engagement, all upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. RECITALS.

The foregoing recitals are true and correct and are incorporated herein by reference as if fully set forth herein.

2. ENGAGEMENT AND SCOPE OF SERVICES.

Company hereby engages Contractor as an independent contractor to provide the Pickleball Professional Services to Company (for the benefit of the Association and Lotus Palm residents) on the terms and conditions contained herein. Contractor accepts such engagement and agrees to perform the Pickleball Professional Services in a professional, efficient, safe, hygienic, and courteous manner consistent with the standards of the Lotus Palm community and all applicable provisions of the Master Agreement.

The specific duties and responsibilities of Contractor are set forth in detail in Exhibit "A" attached hereto and incorporated herein by reference. Contractor shall perform such duties under the direction and supervision of William Ljungström (or his designated representative) on behalf of Company.

Nothing in this Agreement shall be construed to create an employer-employee, partnership, joint venture, or agency relationship between the Parties. Contractor is and shall remain an independent contractor. Contractor shall not have authority to bind Company or the Association or to incur any obligation on their behalf.

3. TERM.

The initial term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless earlier terminated as provided herein (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be renewed by mutual written agreement of the Parties for additional one-year periods, subject to the term of the Master Agreement and the Association's continued engagement of Company. Contractor acknowledges that this Agreement and the engagement hereunder are expressly contingent upon Company's continued engagement under the Master Agreement.

4. COMPENSATION.

The total allocation of Association funds for the Pickleball Professional Services pursuant to the Master Contract is for the sum of Fifty Thousand and No/100 Dollars (\$50,000). Contractor is responsible for a ten (10) percent allocation of overhead expenses, including but not limited to accounting, insurance, pos system, and administrative staff. As such, the amount of Five Thousand and No/100 Dollars (\$5,000) will be withheld to cover those allocated expenses.

In consideration of Contractor providing the Pickleball Professional Services in full compliance with this Agreement and Exhibit A, Company shall pay Contractor a base compensation of **Forty-Five Thousand and No/100 Dollars (\$45,000.00) per annum** (the "Base Compensation"), payable in equal monthly installments of approximately Three Thousand Seven Hundred Fifty and No/100 Dollars (\$3,750.00) in arrears.

The Base Compensation is expressly conditioned upon and subject to: (a) Contractor's satisfactory, timely, and complete performance of all duties and obligations under this Agreement and Exhibit A (as determined in Company's reasonable discretion); and (b) Company's actual receipt of the corresponding funds from the Association under the Master Agreement for the applicable period. If either condition is not satisfied for any month, no Base Compensation (or a pro-rata portion) shall be due or payable for that period. Contractor acknowledges that the Base Compensation is funded by the Association's payment to Company under the Master Agreement.

Additional Compensation – Lessons. In addition to the Base Compensation, Contractor shall be entitled to the following fees for private and semi-private lessons provided to Lotus Palm residents, guests, and invitees (billed and collected by Company through the pro shop or designated system). Company shall pay Contractor the applicable lesson fees on a weekly basis, subject to the Contractor sending hours counting total compensation by each Saturday.

- \$60.00 per 60-minute lesson
- \$50.00 per 45-minute lesson
- \$40.00 per 30-minute lesson
- \$90.00 per 90-minute (1.5-hour) lesson
- Plus \$5.00 per additional player (for each player beyond the first) in any group or semi-private lesson

Additional Compensation – Events & Programming. For any special events, additional (paid) clinics, leagues, round-robins, socials, tournaments, or other programming created, organized, promoted, and executed by Contractor (subject to prior written approval by Company for any event requiring Association consent under the Master Agreement), Contractor shall receive seventy percent (70%) of the net revenue actually collected by Company from such activities (after deduction of pre-approved direct out-of-pocket costs). Company shall retain thirty percent (30%). Settlement and payment to Contractor shall be made within fourteen (14) days after the end of each calendar month, together with a detailed revenue statement.

Contractor shall be solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other taxes or withholdings arising from any compensation (Base Compensation, lesson fees, or events revenue share) received under this Agreement. No employee benefits of any kind are provided to Contractor.

5. INDEPENDENT CONTRACTOR STATUS; NO EMPLOYEE BENEFITS.

Contractor acknowledges and agrees that he is not an employee of Company or the Association. Contractor shall be responsible for obtaining and maintaining, at his sole expense, all required licenses, certifications, and compliance with applicable laws. Contractor shall not be entitled to any employee benefits from Company or the Association.

6. CERTIFICATIONS, QUALIFICATIONS, AND COMPLIANCE.

Contractor shall at all times during the term of this Agreement maintain active, good-standing membership and certification with the International Pickleball Teaching Professional Association ("IPTPA"). Contractor shall provide Company with current proof of such certification upon request. Contractor shall comply with all USPTA/IPTPA requirements, safety standards, and rules applicable to the provision of pickleball services.

Contractor shall comply with all reasonable requirements of Company and the Association regarding dress, personal appearance, hygiene, and professional conduct. Contractor shall at all times act in a professional and courteous manner consistent with the standards of the Lotus Palm community.

7. NON-COMPETE; NON-SOLICITATION; CONFIDENTIALITY.

Non-Compete Covenant. In consideration of the engagement, access to confidential information, client relationships (Lotus Palm residents), and goodwill of Company, and to protect Company's legitimate business interests under the Master Agreement (including its exclusivity rights), Contractor agrees that during the term of this Agreement and for a period of twelve (12) months immediately following the termination or expiration of this Agreement for any reason, Contractor shall not, directly or indirectly, whether as an owner, partner, shareholder, officer, director, employee, independent contractor, consultant, volunteer, or in any other capacity:

- (a) Provide pickleball or tennis professional services, instruction, lessons, clinics, leagues, coaching, or program management to any resident, guest, or invitee of the Lotus Palm community, or within a twenty-five (25) mile radius of the Lotus Palm Racquet Center Facilities, in a manner that directly competes with the services Company provides under the Master Agreement; or
- (b) Engage in any activity that would cause Company to be in breach of its exclusivity or other obligations under the Master Agreement.

Non-Solicitation. During the term and for twelve (12) months thereafter, Contractor shall not, directly or indirectly, solicit, contact, or attempt to solicit or contact any resident of Lotus Palm, or any client or customer of Company, for the purpose of providing competing pickleball or tennis services, or to encourage such person to terminate or reduce their relationship with Company or the Association.

Confidentiality. Contractor recognizes that in the course of performing this Agreement, he may acquire confidential business information, trade secrets, resident lists, contact information, and other proprietary information of Company and/or the Association. Contractor agrees to keep all such information strictly confidential and not to use or disclose it except as necessary to perform his duties under this Agreement. Upon termination, Contractor shall immediately return all records, documents, and materials belonging to Company or the Association.

Contractor acknowledges that the restrictions in this Section 7 are reasonable and necessary to protect Company's legitimate business interests, including its goodwill, confidential information, and exclusive rights under the Master Agreement. If any court of competent jurisdiction determines that any restriction is unenforceable because it is too broad in time, geography, or scope, such restriction shall be modified to the minimum extent necessary to make it enforceable.

8. INDEMNIFICATION.

Contractor agrees to indemnify, defend, and hold harmless Company, its members, managers, officers, employees, agents, and the Association from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Contractor's performance or failure to perform under this Agreement, or any negligent or wrongful act or omission of Contractor.

9. TERMINATION.

This Agreement may be terminated: (a) by either Party upon thirty (30) days' prior written notice to the other Party; (b) by Company immediately, without notice or payment, upon material breach by Contractor of any term of this Agreement (including but not limited to failure to perform the duties in Exhibit "A", violation of the non-compete or non-solicitation provisions, loss of required certification, or conduct that harms the reputation of Company or the Association); or (c) automatically upon termination or expiration of the Master Agreement.

Upon termination or expiration for any reason, Contractor shall immediately return all Company and Association property, keys, access devices, documents, and materials, and shall cooperate in an orderly transition of the Pickleball Professional Services.

10. MISCELLANEOUS PROVISIONS.

10.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida. The prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

10.2 Notices. All notices under this Agreement shall be in writing and deemed given when personally delivered, three (3) days after mailing by electronic mail. Notices to Company shall be sent to: swededreams98@gmail.com. Notices to Contractor shall be sent to: Uncommoncoaching1@gmail.com. Either Party may change its notice address by written notice to the other.

10.3 Entire Agreement; Amendments. This Agreement, including Exhibit "A", constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements. It may not be amended except by a written instrument signed by both Parties.

10.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

10.5 Assignment. Contractor may not assign this Agreement or delegate any duties without the prior written consent of Company. Company may assign this Agreement to any successor or affiliate.

10.6 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic or PDF signatures shall be deemed original signatures for all purposes.

10.7 Headings; Construction. Headings are for convenience only and shall not affect interpretation. The singular includes the plural and vice versa.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COMPANY:

SWEDE DREAMS, LLC, a Florida Limited Liability Company

By: WJ

Name: William Ljungstrom

Title: Principal

Date: 07/07/2026

CONTRACTOR:

NICHOLAS KEENER,

By: NK

Name: Nicholas Keener

Title: Pickleball Professional (Independent Contractor)

Date: 07/07/2026

EXHIBIT “A”

PICKLEBALL PROFESSIONAL DUTIES AND RESPONSIBILITIES

Contractor shall, at his sole cost and expense (except as otherwise provided in the Master Agreement or this Agreement), supply all labor, materials, and supplies necessary to perform the following duties in a professional manner consistent with the standards of the Lotus Palm community and the Master Agreement:

1. FREE CLINICS AND PROGRAM DEVELOPMENT

Contractor shall run free clinics segregated by age, level, and gender. These clinics shall serve as a mechanism for residents interested in competitive leagues to participate in try-outs and for general skill development and community engagement.

- a. During the first thirty (30) days following the Effective Date of this Agreement, Contractor shall run a minimum of ten (10) free clinics per week, each lasting one and one-half (1.5) hours, spread over at least five (5) days per week.
- b. In either September or early October 2026, Contractor shall run ten (10) days of free clinics, each lasting one and one-half (1.5) hours, spread over at least five (5) days per week.
- c. During all other months of the term of this Agreement, Contractor shall run a minimum of one (1) free clinic per week. Clinics should target different age, level, and gender groups as appropriate.

2. LEAGUE PLAY MANAGEMENT

Contractor shall manage all aspects of league play for Lotus Palm residents, including but not limited to: registration and sign-ups; team selection and roster placement; creation of lineups; scheduling; communication with participants; and coordination with Palm Beach County leagues where applicable.

3. BACKEND SYSTEMS AND COMMUNICATIONS

Contractor shall manage all backend systems, software, scheduling platforms, and communications necessary to operate the overall pickleball program and league play efficiently. This includes preparing and submitting weekly program updates to Company for community distribution (e-blasts) and maintaining accurate records of participation, attendance, and performance.

4. COACHING AND MATCH ATTENDANCE

Contractor shall act as the head coach, or assign a qualified coach, to all teams participating in leagues. Contractor (or the assigned coach) shall attend all league matches, both home and away, to provide coaching, support, and oversight.

5. GENERAL PROFESSIONAL OBLIGATIONS

In addition to the specific duties above, Contractor shall:

- Promote and build the Lotus Palm pickleball programs in coordination with Company and the Association;
- Schedule pickleball play and clinics in coordination with Association rules and the Master Agreement;
- Monitor court use during assigned hours to ensure compliance with Association Documents and report violations appropriately;
- Obtain executed waiver and release forms (in the format required by the Association) from all participants prior to any clinic, lesson, or league activity;

- Maintain a professional appearance and demeanor at all times while on-site or representing the program;
- Be reasonably available on-call for after-hours emergencies related to the pickleball program and Racquet Center Facilities;
- Assist Company and the Association with storm preparation and post-storm recovery for pickleball facilities as directed;
- Perform such other duties as are reasonably assigned by Company that are consistent with the role of a full-time pickleball professional in a residential community setting.
- Enforcement of the Association's Documents as provided to Contractor by the Company on 07/01/26 and as amended from time to time, which are adopted herein by reference. Failure to reasonably and timely enforce the Associations' Governing Documents and/or Rules and Regulations shall be a breach of this Agreement.

Performance Standard. Contractor shall perform all duties at a high professional level consistent with the upscale standards of the Lotus Palm community and in full compliance with the Master Agreement. Failure to meet these standards or to perform the specific duties outlined above shall constitute a material breach of this Agreement.

Reporting. Contractor shall provide Company with regular (at least weekly) updates on program activities, participation numbers, clinic attendance, league standings, and any issues or recommendations. In addition, on a monthly basis, Contractor shall submit to the Company a written report regarding same per the Association Rules previously cited to herein. Contractor shall promptly notify Company of any complaints, incidents, or matters that could affect the reputation or operations of the program or Company's relationship with the Association.

Paid Lessons and Revenue-Generating Programming. Contractor is authorized and encouraged to offer paid private and semi-private lessons to Lotus Palm residents, guests, and invitees at the rates set forth in Section 4 of this Agreement. Contractor is also encouraged to create, organize, and execute additional revenue-generating events, clinics, leagues, and programming (subject to prior written approval by Company for events requiring Association consent under the Master Agreement). All payments for lessons and events shall be processed through Company's pro-shop or designated system. Contractor's compensation for these activities is set forth in Section 4.

END OF EXHIBIT "A"