

GENERAL TERMS AND CONDITIONS

FANFINITY BV

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Article 1. Conditions

1.1 Only these general terms and conditions, in addition to any special conditions, apply to all offers coming from FANFINITY.

1.2 These terms and conditions will take precedence over all the customer's terms and conditions. The customer is deemed to be aware of these terms and conditions and to accept them irrevocably by entering into the cooperation with FANFINITY, and thereby expressly and completely waives the applicability of their own general and/or special terms and conditions.

These general terms and conditions can be consulted at any time via the website of FANFINITY.

1.3 Deviations from the general terms and conditions are only valid if expressly agreed in writing by the parties.

1.4 If any clause that is part of these terms and conditions or of the agreement would be null and void, the terms and conditions and the agreement will otherwise remain in force and the clause in question will be replaced immediately by a clause that comes as close as possible to the intention of the original clause.

Article 2. Object

2.1 FANFINITY is an Esports and Gaming agency offering multiple services to stakeholders in the gaming industry. She organises events and fan experiences for you to connect with your favourite games all over the globe. FANFINITY is committed to lowering barriers and making gaming accessible and inclusive for everyone. In this context, it provides companies with the necessary support regarding event operations, logistics, consulting, e-commerce, community,...

2.2 The actual works to be carried out and the services/goods to be delivered will be described more in detail in mutual consultation between the parties.

2.3 In any case, FANFINITY's assignment concerns an obligation of means, unless otherwise specified in an explicit agreement..

FANFINITY will always do its utmost to bring the assignment to a successful conclusion, but can in no way be obliged to achieve a specific result.

Article 3. Cooperation

3.1 Orders will only be considered final after they have been expressly accepted in writing by FANFINITY.

3.2 If FANFINITY communicates prices, they are only valid for services/goods in the context of a specific assignment. It should be noted that the prices quoted are always provided on the basis of the information available at that time.

3.3 The prices quoted are therefore an indication based on presumed services, goods and quantities.

Unless otherwise specified in an explicit agreement between parties, a deviation between the initial prices communicated by FANFINITY and the actual invoiced amount can never give rise to dissolution of the agreement by the customer, refusal of payment or any other legal claim.

Article 4. Price

4.1 The agreed rates are exclusive of VAT, unless otherwise agreed.

If the VAT rate is changed before the invoicing of the price, the price of the services/goods still to be invoiced will be adjusted accordingly, even if a price including VAT has been agreed.

4.2 All taxes and other costs are to be borne by the customer.

4.3 If FANFINITY, due to the failure to provide data or not to provide it on time or due to a changed or incorrect order from the customer, is forced to provide more or different services or goods, these services will be charged in accordance with the applicable hourly rate of FANFINITY and the material price of the relevant goods, unless a fixed price has been explicitly agreed for these additional services.

Article 5. Price changes

5.1 The prices quoted are always an indication, without taking into account any evolutions on the market or external factors beyond the control of FANFINITY itself.

5.2 FANFINITY has the right to adjust its prices at any time if this would be necessary to compensate its own costs, including, but not limited to: (i) an increase in the price of the raw materials, goods or services that form the basis of the cooperation, an increase in the price of its own suppliers with regard to goods/services that must be delivered to the customer or are necessary in the context of the execution of the contract; (ii) changes in the type, design, quality, packaging, shipping and delivery methods or other specifications relating to the goods necessary for the performance of the contract; (iii) volume shortages and (iv) unexpected events beyond FANFINITY's reasonable control that complicate the execution of the assignment.

Any adjustment will always be communicated in advance to the customer, where the customer has the option to accept this change.

Article 6. Additional work

6.1 All services that were not initially agreed between the parties are additional work and are charged on a regular basis at an hourly rate according to Fanfinity's rate chart. The rates chart will be made available and communicated to the client as necessary.

6.2 In the event of additional work, these will always be communicated by FANFINITY in writing (e.g. by email) to the customer. The customer must indicate explicitly and within a period of 48 hours if they would not agree with the additional work proposed by FANFINITY.

In the event of additional work that is necessary to allow the assignment to proceed in a reasonable manner, the customer's prior agreement to the additional work is not necessary and the customer's confirmation will be derived from the original agreement with the assignment.

Article 7. Invoicing

7.1 FANFINITY reserves the right to issue an advance invoice to the customer before they start the assignment. In this case, FANFINITY will not start the assignment as long as the advance invoice has not been paid by the customer.

FANFINITY reserves the right to commence the assignment at its discretion; however, FANFINITY shall not be obligated to engage any third-party suppliers for the assignment until the advance invoice has been paid by the customer.

7.2 Invoicing will be forwarded electronically to the customer according to the progress of the assignment or at the agreed times.

7.3 As of January 1, 2026, invoices issued between VAT-registered businesses in Belgium must comply with the legal requirement for electronic invoicing. It is the customer's sole responsibility to have the technical means necessary to receive a structured electronic invoice via Peppol. The customer must have an active Peppol account. The customer is liable for all damages suffered by FANFINITY as a result of non-compliance with this provision, including but not limited to late payments, additional administrative and processing costs, and any tax consequences.

7.4 All invoices are paid by bank transfer to the bank account BE93 0017 2499 6567 (SWIFT: GEBABEBB) in the name of FANFINITY BV, stating the invoice number OR online by Stripe. A payment term of 30 days after sending the invoice will be used, unless other payment terms have been explicitly agreed between the parties in writing.

7.5 From the due date, any unpaid invoice will automatically and without reminder incur default interest of 12% per annum on the invoice amount incl. VAT, even if a period of grace is granted.

In the same case, a lump sum compensation of 12% of the total amount of the invoice to cover the extrajudicial collection costs will be charged, with a minimum of EUR 250.00, without prejudice to any costs of collection or any legal costs due to FANFINITY.

7.6 If there are several outstanding invoices, the lump sum compensation will be due on each of the invoices.

7.7 The fact that FANFINITY does not immediately apply articles 7.4 and 7.5 of these general terms and conditions, does not mean that it waives its right to charge interest and damages. No waiver can be presumed.

7.8 Late payment of one invoice will not only result in the suspension of all services (without this giving rise to compensation on the part of FANFINITY), but also that all outstanding invoices become immediately due and payable in full.

In addition, in the event of non-payment, FANFINITY also reserves the right to dissolve the agreement (whether or not extrajudicially) at the expense of the customer.

Article 8. Cancellation

8.1 Unless expressly agreed otherwise, the customer can no longer cancel the assignment from the moment it has been definitively accepted.

In case of explicit agreement of FANFINITY with the cancellation of the assignment, the customer will in any case have to reimburse FANFINITY for all expenses and costs incurred. Any advances paid will also be retained in full by FANFINITY.

8.2 In addition, FANFINITY may claim compensation taking into account the consequences of the cancellation.

In the event that FANFINITY suffers additional damage, it reserves the right to claim a higher compensation from the customer. This also applies in the event that the agreement is dissolved at the expense of the customer.

Article 9. Force majeure

9.1 Force majeure is any event that constitutes an insurmountable obstacle to the normal performance of FANFINITY's obligations and that forces it to stop the works temporarily or permanently.

Examples of this are fire, explosions, terrorist attacks, earthquakes, storms or other weather conditions, war or civil war, revolutions, strikes, blockades, riots, epidemics, pandemics, machine breakdown, an act taken by the government or any other authority, lock-out and the consequences associated with it, problems with a supplier, problems with the materials to be supplied, a cancellation of an event by a third party, hacking or other it-related problems etc.

9.2 In the event of a force majeure situation as a result of which FANFINITY is no longer able to fulfil its contractual obligations towards the customer, these obligations will be suspended until FANFINITY is able to fulfil its obligations, without FANFINITY being in default with regard to the fulfilment of those obligations and without FANFINITY being held to any compensation.

9.3 If FANFINITY is unable to execute the agreement for more than two months or in the case of an event before the date on which the event was

due to take place, the parties will consult with each other regarding the future execution of the agreement and possibly the revision of the assignment.

If a settlement cannot be reached, each of the parties will have the option of terminating the agreement, without a notice period or compensation.

9.4 All services already provided by FANFINITY, and costs incurred up to the termination of the agreement due to force majeure remain due and payable by the customer.

Article 10. Liability

10.1 FANFINITY is responsible for the execution of the agreed assignment.

10.2 FANFINITY's liability is covered by its professional indemnity insurance.

10.3 In the event of a third-party event that FANFINITY organises at the request of the customer, the customer always remains the party with final responsibility and must therefore carry out the necessary checks.

10.4 The damage for which FANFINITY could be liable can never exceed the value of the agreement.

10.5 If the customer is of the opinion that FANFINITY is liable, the customer will have to provide full and sufficient proof that the alleged damage was actually caused by an error on the part of FANFINITY or its appointees.

10.6 FANFINITY is not responsible for the actions or mistakes of third parties (whether or not present at the relevant event) and/or the customer themselves, it is only responsible for its own mistakes.

10.7 FANFINITY is only liable for direct damages. Under no circumstances can FANFINITY be liable for any indirect damage.

10.8 Damage as a result of incorrect, incomplete or not received information from the customer is always the responsibility of the customer.

10.9 Damage as a result of an action of FANFINITY of which the customer has indicated the risks, but which nevertheless had to be carried out at the explicit request of the customer, is always the liability of the customer.

10.10 In the event of a claim for which FANFINITY can effectively be held liable by the customer, FANFINITY reserves the right to proceed in the first instance to repair in kind, unless this has become impossible or if expressly agreed otherwise.

10.11 In the event of damage, it cannot give rise to a suspension of payment or non-payment of the invoices by the customer. Set-off against the amount of the invoice is excluded.

Article 11. Retention of title and transfer of risk

11.1 The delivered goods, as well as any other object that is directly or indirectly part of the agreement, can be reclaimed by FANFINITY at any time, without prior notice of default, as long as the customer does not fulfil his/her payment obligations.

In accordance with Article 69, paragraph 1 and paragraph 3 of the Pledge Act, FANFINITY retains the right of ownership of all delivered or yet to be delivered goods that it uses during the execution of the order, until the price of these goods has been paid in full by the customer.

When FANFINITY transports, stores,... goods of the customer, these goods can be held as collateral until the payment obligations under the agreement have been fulfilled.

In order for FANFINITY to be able to invoke this retention of title, it is not required that the delivered goods are still present at the customer in their original condition.

11.2 The retention of title of FANFINITY applies without any registration in the pledge register being required, except in the event that the goods to which the retention of title relates have become immovable by incorporation.

11.3 However, retention of title does not affect the transfer of risk. As soon as FANFINITY delivers goods and materials to the customer, the customer is responsible for this.

11.4 The customer is obliged to notify FANFINITY immediately (maximum within 48 hours after knowledge by the customer) in writing of the fact that third parties would assert rights to items that are subject to retention of title pursuant to this article.

Article 12. Intellectual property rights

12.1 All intellectual property rights arising in the context of the execution of the agreement are and remain the exclusive property of FANFINITY or the rightful owner, unless expressly agreed otherwise.

12.2 Any use of these intellectual property rights by the customer or third parties requires the prior express consent of FANFINITY or the rightful owner. As long as no further written agreement is concluded regarding the transfer of the intellectual property rights, these rights remain the property of FANFINITY or the rightful owner.

12.3 The customer undertakes not to take any action that may violate the intellectual property rights of FANFINITY.

12.4 If the customer collaborates with third parties, they undertake to include this clause in the agreement(s) they conclude with these third parties.

Article 13. Confidentiality

13.1 Unless necessary for the proper execution of the agreement, the Parties shall, both during the duration of the cooperation and after its expiry, for whatever reason, undertake not to give to anyone any information of a personal or confidential nature concerning the other party, a customer or supplier: regardless of the importance of this information or the circumstances in which the information was obtained.

13.2 This restriction on Confidential Information does not apply to: (1) information that the receiving party can demonstrate was previously aware of, (2) information that the receiving party has lawfully obtained from third parties, (3) information that has been developed independently and for the purpose of providing the information provided in this Agreement, or (4) information that has been made generally known by the disclosing party itself.

13.3 All documents, information and goods transferred or entrusted to the parties in the execution of this agreement remain the property of the party providing them and must always be used by the other party in a careful manner. The Parties undertake to hand over to the other Party any confidential information, documents or goods in their possession, whether original documents or copies, upon termination of the cooperation.

13.4 If one of the parties is guilty of a violation of this article, it will be obliged to pay a fixed compensation of EUR 5,000.00 per violation. Each of the parties reserves the right to claim additional compensation for the damage that is not covered by the lump sum damages.

Article 14. Delivery and execution times

14.1 The execution and delivery times proposed by FANFINITY are purely indicative, with the exception of the event date itself (unless it is a case of force majeure).

However, FANFINITY will always do its utmost to meet the agreed deadlines. In the event of delays, FANFINITY undertakes to keep the customer informed.

14.2 However, late execution/delivery can never give rise to compensation or any liability on the part of FANFINITY, nor do they grant the customer the right to suspend the execution of his/her obligations or to dissolve the agreement.

Article 15. Term and Termination

15.1 The contract is concluded for the duration of the assignment. In addition to termination by completion of the assignment, the agreement can be terminated at any time by mutual agreement between the parties.

15.2 FANFINITY may also terminate the agreement without any notice period and/or compensation, if exceptional circumstances make any further cooperation between FANFINITY and the customer permanently impossible or if the customer seriously fails to meet their obligations.

Exceptional circumstances include, but are not limited to: the bankruptcy of the customer, the application for a judicial reorganisation plan, the application for collective debt settlement or the change in the legal situation.

In the event of a *serious shortcoming* on the part of the customer, the latter will be given notice of default by FANFINITY with a view to terminating the serious shortcoming. If the customer does not comply with this or does not comply sufficiently within a period of 7 days, the agreement can be terminated immediately at the expense of the customer.

Article 16. Non-recruitment

16.1 The customer undertakes, directly or indirectly, not to recruit any staff, employees, consultants or other contractors from FANFINITY. This obligation shall apply for the duration of this agreement and for a period of 12 months after the end of the cooperation.

16.2 For the purposes of this article, "recruiting" means any act by which an employee, consultant or other contractor of FANFINITY is asked or induced to terminate their relationship with the latter and to enter into an employment relationship, contract for self-employed services or other cooperation with the customer, directly or indirectly, or through an intermediary.

16.3 If the customer is guilty of recruiting an employee, consultant or other contractor of FANFINITY, he is obliged to pay a lump sum compensation for each breach of EUR 100,000.00. The parties acknowledge that the aforementioned lump sum corresponds to the minimum reasonably foreseeable damage at the time of conclusion of the agreement in the event of recruitment by the customer. However, FANFINITY reserves the right to claim additional compensation from the customer on the basis of the actual damage suffered that would not be covered by the lump sum compensation.

Article 17. GDPR and privacy

17.1 FANFINITY attaches great importance to the protection of the personal data of its contracting parties and processes data in accordance with EU GDPR regulations.

17.2 On the basis of the agreement, it is possible that personal data will be processed for the purposes arising from the agreement concluded between the parties.

17.3 The personal data will only be processed if this is necessary for the execution of the agreement. If FANFINITY processes personal data for other purposes, it will ask for permission in advance.

17.4 The personal data will be kept for the duration of the Agreement or for as long as this is necessary in the context of the legal obligations of FANFINITY.

Article 18. Disputes

18.1 The customer must make their complaints regarding the services/goods and/or invoices delivered by email and addressed to the Project Manager, the Commercial Director (peter.f@fanfinity.agency) and info@fanfinity.agency indicating the reasons for protest, to FANFINITY within 8 days after the conclusion of this complaint, respectively after the invoice date. In the event of complaints in the context of the services/goods provided, the customer may also attach the necessary photo material to their email.

18.2 Complaints do not suspend the customer's payment obligation. The complaints must be clearly defined so that FANFINITY can take the necessary steps to remedy the complaints insofar as they are justified.

18.3 In the absence of complaints, the customer is deemed to accept the services, goods and invoices provided.

18.4 Any disputes will be settled by the courts and tribunals of the district in which the registered office of FANFINITY is located.

18.5 Only Belgian law applies.

January 2026