

**GENERAL TERMS  
AND CONDITIONS  
OF PURCHASE**

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. Scope of application

These General Terms and Conditions of Purchase (hereinafter "GTCP") apply to all contracts concluded between Gaming1 group<sup>1</sup> (hereinafter "the Buyer") and the provider or any associated company within the meaning of the Belgian Code of Economic Law (hereinafter "the Provider") and to any provision of goods, services, work or consulting by the Provider. The GTCP can be viewed at any time via this [link](#).

## 2. Acceptance of the GTCP

Any bid or quote sent by the Provider after receiving these GTCP or a link to them shall constitute unconditional acceptance of their content. Notwithstanding any stipulation in this regard, none of the Provider's general or specific conditions which are more restrictive on the Buyer shall take precedence over these GTCP without the Buyer's prior written consent.

Acceptance of these GTCP also constitutes agreement to the Buyer's Code of Conduct, available at the following link: <https://gaming1.com/policy/code-of-conduct-en.pdf>.

## 3. Bids and orders

All bids from the Provider must be clear, complete and precise. The Buyer reserves the right to accept or refuse a bid without justification. No bid shall be deemed to have been accepted without written confirmation sent by the Buyer. Orders must be confirmed by the issuance of a purchase order originating from the Buyer in order to be valid.

These GTCP apply to all contracts between the Provider and the Buyer, but shall not otherwise be interpreted as a commitment by the Buyer.

## 4. Prices and payment

### 4.1. Prices

The prices agreed to between the parties are in euros and are firm and non-revisable unless expressly agreed otherwise by the Buyer. The indicated prices shall be net and exclusive of tax and shall indicate all applicable delivery, packaging and insurance costs. Invoices shall be addressed to the Buyer.

### 4.2. Payment deadline

The Buyer undertakes to make the payment within a period of thirty (30) days after the date when the invoice is received. This period allows the Buyer to perform the required verifications and to process the invoice by the agreed deadline. Even in the absence of an express dispute and irrespective of the dispute period specified by the Provider, no invoice shall be considered to have been accepted before this period has passed.

### 4.3. Late payments

In the event of a late payment by the Buyer, the Provider shall be entitled to late payment interest at a rate of 0.5% annually on the unpaid amount as from the day following the payment deadline specified in Section 4.2.

## 5. Delivery of goods

### 5.1. Description of goods

The Provider undertakes to deliver the goods agreed to between the parties. The goods must comply with the agreed specifications, be of marketable quality, free of defects and suitable for the intended use.

### 5.2. Delivery conditions

The delivery conditions, including the delivery location, packaging conditions, mode of transport and delivery deadlines, shall be agreed to in writing between the Buyer and the Provider, or otherwise according to industry best practices. The Provider is responsible for organizing the delivery and for ensuring that the goods are delivered in good condition.

### 5.3. Transfer of ownership and risks

Ownership of the goods shall be transferred at the time of their delivery in accordance with the agreed conditions. All risks associated with the goods, such as the risk of loss or damage, shall be borne by the Provider until delivery of the goods at the specified location.

### 5.4. Verification of compliance

The Buyer is entitled to verify the compliance of the delivered goods with the agreed specifications. The Buyer shall have a reasonable period of time following receipt of the goods to perform this verification. The Buyer shall inform the Provider immediately in writing in the event that the goods are not compliant.

Acceptance of the goods shall in no case be interpreted as a waiver of any warranty whatsoever, including the warranty for defective products and the warranty for hidden defects or any defect which may become evident at a later time.

### 5.5. Returns and replacements

In the event of non-compliance of the delivered goods or services, the Buyer may ask to return the defective goods and demand that they be replaced or repaired at the Provider's expense. The return, replacement or repair conditions shall be agreed to in good faith between the parties. In the event that the delivered goods are not compliant with the contract, industry standards or these GTCP, the Buyer reserves the right to withhold all or part of the amount of the invoice corresponding to their loss of value.

## 6. Provision of services

### 6.1. Description of services

The Provider undertakes to provide the services agreed to between the parties. The services shall be provided by qualified and experienced professionals who have the knowledge and skills required to execute the services in a professional manner.

### 6.2. Provider's obligations

The Provider undertakes to provide the services according to the specifications agreed to between the parties, and to respect the established deadlines. The Provider shall endeavor to provide all advice, expertise and recommendations needed to meet the Buyer's needs and objectives. The Provider confirms that it has all technical qualifications and knowledge needed to provide these services in accordance with industry standards.

### 6.3. Responsibility for services

The Provider is responsible for the quality of the services provided. The services must be executed with professional diligence, in accordance with industry standards and using best practices. The Provider shall ensure that the professionals assigned to the services have the required skills and keep their expertise up to date.

In the event that the delivered services are not compliant with the contract, industry standards or these GTCP, the Buyer reserves the right to withhold all or part of the amount of the invoice corresponding to their loss of value.

Payment of the Provider's invoice shall in no case be interpreted as a waiver of any warranty whatsoever, or as a renunciation of any warranty or remedy associated with any defect that may become evident at a later time.

<sup>1</sup> The Gaming1 group is made up of companies\* controlled\*\* directly or indirectly by Meuse Midco SA and all joint ventures in which it holds direct or indirect shares. \*company: all individual companies that are part of the Group.

\*\*control: control in the sense of article 1:14 of the Belgian Code of Companies and Associations.

## 7. Work

### 7.1. Description of work

The Provider undertakes to perform the work in accordance with the detailed specifications agreed to between the parties and in accordance with industry standards. All work shall be performed in a professional manner and in accordance with quality standards and the agreed deadlines.

### 7.2. Modifications to work

Any modifications to work projects shall require a prior written agreement between the Buyer and the Provider.

### 7.3. Reception of work

#### 7.3.1. Reception procedure

Upon completion of the work, the Buyer shall perform an inspection to verify that the work complies with the agreed specifications. The parties agree to establish a detailed written reception procedure, including a verification list of elements to be checked, as well as deadlines for performance of the inspection and notification of any defects that may be identified.

#### 7.3.2. Identified defects

If defects are identified during the reception inspection, the Buyer shall inform the Provider of such defects in writing within 30 days after the inspection. The Provider undertakes to correct the defects in a reasonable time and at no additional cost to the Buyer.

In the event that the delivered work is not compliant with the contract or with these GTCP, the Buyer shall be entitled to request that it be fully corrected, in accordance with the provisions of the contract, industry standards and these GTCP. The Buyer reserves the right to withhold all or part of the invoice amount corresponding to the loss of value.

#### 7.3.3. Acceptance of work

Work shall be considered to have been accepted by the Buyer once the reception inspection has been performed and any defects have been corrected in a satisfactory manner. Acceptance of the work shall trigger the provisions relating to the agreed payment for completed work. Acceptance of the work shall in no case be interpreted as a waiver of any warranty whatsoever, including the warranty for defective products and the warranty for hidden defects.

## 8. Intellectual property

### 8.1. Existing intellectual property rights

All intellectual property rights, including copyrights, patents, trademarks, trade secrets and other intellectual property rights relating to the goods, services, work or consulting provided to or by the Provider, shall remain the exclusive property of the Buyer. Nothing in the contract shall be interpreted as granting the Provider any intellectual property rights to the provided goods, services, work or consulting, except in case of an express written provision to the contrary.

### 8.2. Transfer of intellectual property rights

In the event that the Provider creates goods, services, work or consulting specifically for the Buyer pursuant to the contract, the Provider transfers all intellectual property rights which may arise from these creations, including reports, analyses, recommendations, models, software and other documents, to the Buyer, irrevocably and with no additional compensation. This transfer includes, but is not limited to, all copyrights, patent rights, brand rights, design rights, database rights, software rights, right of use for promotional and other purposes, and other intellectual property rights.

### 8.3. Use of Provider's intellectual property

When the Provider uses intellectual property rights that it holds as part of its execution of the contract, it grants the Buyer a free, non-exclusive, royalty-free and transferrable worldwide license to use those intellectual property rights solely to the extent necessary for the execution of the contract.

### 8.4. Respect of third parties' intellectual property rights

The Provider warrants to the Buyer that the use by the Buyer or its customers of the goods, services, work or consulting provided by the Provider in accordance with the contract does not violate the intellectual property rights of any third party. The Provider undertakes to indemnify the Buyer and hold it harmless against any claim, legal action, liability or damages resulting from violation of a third party's intellectual property rights.

## 9. Confidentiality

### 9.1. Obligation of confidentiality

The Provider agrees not to disclose or use the confidential information to which it has access or which is communicated to it pursuant to the contract. Confidential information includes, but is not limited to, business information, strategies, plans, data, know-how, trade secrets, financial information, technical information, and any other information deemed confidential.

### 9.2. Restricted use

The Provider undertakes to use the confidential information solely for the purpose of executing its obligations under the contract. It shall not disclose this information to third parties, except with the prior written authorization of the party which owns the confidential information.

### 9.3. Protective measures

The Provider undertakes to take all reasonable measures to protect the confidentiality of the confidential information. This includes, but is not limited to, adoption of appropriate security measures to prevent unauthorized access, disclosure, copying or improper use of the confidential information.

### 9.4. Exceptions to the obligation of confidentiality

The obligation of confidentiality does not apply to confidential information which (a) is already known to the recipient with no obligation of confidentiality; (b) becomes publicly available with no violation of the contract; (c) is disclosed in accordance with a legal obligation, court order or request from a competent government authority.

### 9.5. Duration of the obligation of confidentiality

The obligation of confidentiality shall remain in force throughout the duration of the contract and shall survive its termination or expiration for an additional period of five (5) years.

### 9.6. Termination of contract and return of confidential information

Upon termination or expiration of the contract, the Provider undertakes to return or destroy all confidential information received, as well as all copies, reproductions or recordings of such information, unless a longer retention period is required by law.

### 9.7. Non-disclosure of the contract's existence

The Provider agrees not to disclose the existence of the contract or its terms to third parties, unless it is necessary for the execution of the contract or required by law.

## 10. Liability

### 10.1. General liability

The Provider shall be liable for all direct damages caused to the Buyer due to non-compliance of the provided goods, services, work or consulting, or due to violation of intellectual property rights or to any fault or negligence on the Provider's part in its execution of the contract.

### 10.2. Limitation of liability

Irrespective of the legal basis, the upper limit on the Provider's liability shall not be less than the maximum amount covered by the Provider's professional liability insurance for damages resulting from execution of the contract.

### **10.3. Indemnification**

The Provider undertakes to indemnify the Buyer and its directors, administrators, employees, agents and representatives and hold them harmless against any claim, legal action, liability, damages, costs or expenses resulting from non-compliance of the goods, services, work or consulting provided by the Provider, or from violation of a third party's intellectual property rights.

## **11. Termination**

### **11.1. Termination by either party for just cause**

Each party reserves the right to terminate the contract for just cause in the event of substantive or persistent failure by the other party to meet its contractual obligations. In particular, the following are considered as a failure to meet contractual obligations:

- a) Severe or repeated violation of contractual provisions, including the confidentiality, intellectual property, warranty and insurance clauses;
- b) Insolvency, bankruptcy or dissolution of either party;
- c) Non-compliance with applicable regulations relating to execution of the contract, including anti-money laundering legislation.

### **11.2. Notification and remediation period**

If just cause for termination is present, the party which wishes to terminate the contract shall notify the other party in writing of the identified violations and grant it a reasonable period of time to remedy these violations. The remediation period shall be specified in the notification, but shall in no case be less than ten (10) days as from receipt of the notification.

### **11.3. Termination in case of non-remediation**

If the party at fault does not remedy the violations within the specified period, the other party may terminate the contract with immediate effect and with no compensation, without prejudice to any rights and remedies available under the law.

### **11.4. Consequences of termination**

The parties shall collaborate in good faith to facilitate a smooth and orderly transition of all ongoing activities to another party or provider, if necessary. At the Buyer's request, the Provider therefore undertakes to provide a transition period corresponding to standard industry practice.

### **11.5. Termination for the Buyer's convenience**

The Buyer reserves the right to terminate the contract for convenience at any time, subject to reasonable prior written notice addressed to the Provider. The Provider shall comply with the termination within the period specified by the Buyer, and this prior notice shall in no case be less than thirty (30) days. During the prior notice period, the Provider shall continue to comply with its contractual obligations.

### **11.6. Consequences of termination in favor of the Buyer**

In the event that the contract is terminated by the Buyer and except at its express written request, irrespective of the reason, the Provider shall cease all provision of services, delivery of goods or execution of ongoing work on the date determined in section 11.5. The Provider shall also provide the Buyer with all documentation, data or information needed to provide an orderly transition to another party or provider, if necessary.

### **11.7. Compensation to the Buyer**

In the event of termination of the contract for a cause attributable to the Provider, the Provider shall be bound to pay compensation to the Buyer for all damages, losses or expenses incurred directly or indirectly by the termination, including costs incurred to search for a new provider, retention costs or costs related to provision of services not performed, to the extent permitted by law.

### **11.8. Survival**

The provisions of the contract which, by their nature, must survive its termination, including but not limited to the intellectual property, confidentiality, limitation of liability and dispute resolution clauses,

shall remain in force after the termination or end of the contract and shall continue to apply.

## **12. Subcontracting**

The Provider shall not subcontract the execution of the contract, in whole or in part, without the Buyer's prior written consent. In the event that subcontracting is authorized, the Provider shall remain entirely liable for its subcontractor's compliance with all contractual obligations.

## **13. Warranty**

### **13.1. Scope of warranty**

The Provider warrants that the goods, services or consulting it provides shall be free of defects in materials, workmanship, function or design for a minimum period of 5 years as from the date of delivery or performance.

### **13.1. Warranty for work completed**

In the absence of an agreement specifying a longer period, the Provider grants a warranty on completed work projects for a minimum period of ten (10) years. During this period, the Provider undertakes to repair or correct any defect identified in the work, in accordance with the warranty conditions specified in the contract.

### **13.2. Provider's obligations**

In the event that a defect is identified during the warranty period, the Provider undertakes to repair, replace or correct the defective goods, services, work or consulting at its own expense, within a reasonable time and without disrupting the Buyer's activities, without prejudice to the Buyer's right to demand a price reduction correlated to the damage suffered, including the delay in delivery.

### **13.3. Notification of defects**

The Buyer shall notify the Provider in writing of any defect identified during the warranty period as soon as possible after it is discovered, namely within a period of 30 days following the discovery, and shall provide a detailed description of the defect.

### **13.4. Remedy**

Without prejudice to any damages, the Provider is free, at its discretion, to repair, replace or correct the defective goods, services, work or consulting. If the Provider is unable to remedy the defect within a reasonable time or if the repair, replacement or correction is unworkable, or if the Buyer has lost all confidence in the Provider's professional qualifications, the Buyer may choose to terminate the contract and to obtain a reimbursement proportional to the price paid for the defective goods, services, work or consulting, without prejudice to the Buyer's right to seek non-judicial replacement at the Provider's expense.

### **13.5. Transfer of warranty**

The warranty offered by the Provider is transferrable to any third-party purchaser of goods, services, work or consulting from the Buyer by means of a simple contract or ownership transfer.

## **14. Insurance**

The Provider undertakes to maintain appropriate and sufficient professional liability insurance to cover the risks associated with execution of the contract, including damages caused to the Buyer or to third parties. Upon request, the Provider shall provide the Buyer with proof of valid and up-to-date insurance.

## **15. Force majeure**

### **15.1. Definition**

Neither of the parties shall be held liable to the other party for any delay or failure to execute its contractual obligations if such delay or failure is due to an event of force majeure. For the purposes of this contract, an event of force majeure means any event that is outside of the relevant party's control, unforeseeable, insurmountable, and prevents that party from executing its contractual obligations.

### 15.2. *Effects of force majeure*

In case of an event of force majeure, the affected party shall immediately inform the other party in writing, providing details of the event and its impact on the execution of the contract. For the duration of the event of force majeure, the parties' contractual obligations shall be suspended insofar as they are affected by said event, without either party being bound to compensate the other party for any losses or damages suffered as a result of this suspension.

### 15.3. *Duration of force majeure*

If the event of force majeure continues beyond a period of forty (40) days, each party shall have the right to terminate the contract by sending written notice to the other party, without either party being able to claim damages for such termination.

### 15.4. *Residual obligations*

Notwithstanding any provision of this contract to the contrary, if the event of force majeure occurs, the parties shall endeavor to minimize the disruptions and to fulfill their residual obligations to the greatest extent possible. They shall collaborate in good faith to find alternative solutions allowing them to continue with the execution of the contract as soon as possible, in light of the exceptional circumstances.

### 15.5. *Proof of force majeure*

The party invoking an event of force majeure shall provide reasonable proof of this event and its impact on the execution of the contract. This proof may include documents, reports, certifications or any other form of proof reasonably demanded by the other party.

### 15.6. *Other rights and remedies*

The occurrence of an event of force majeure shall not release the parties from the obligation to take all reasonable measures to attenuate the effects of said event and to comply with their other contractual obligations not affected by said event.

## 16. Anti-corruption

### 16.1. *Anti-corruption commitment*

The parties undertake to meet the highest standards of integrity and ethics in their business activities. They expressly declare that they will not participate in any form of corruption, including but not limited to payment or acceptance of bribes, illegal commissions, gifts or other undue benefits.

### 16.2. *Compliance with anti-corruption laws*

The parties shall comply with all applicable anti-corruption laws and regulations, including national and international laws such as the United Nations Convention against Corruption and anti-corruption laws, laws against money laundering and laws against terrorism financing in all relevant countries. They undertake to respect the principles set forth in these laws and agree not to engage in corrupt practices of any kind whatsoever.

### 16.3. *Compliance program*

Each party undertakes to establish and maintain a robust compliance program aimed at preventing, detecting and eliminating any form of corruption in its operations. This program may include internal policies and procedures, training sessions, internal controls and any other appropriate measures to ensure ethical business conduct.

### 16.4. *Reporting corruption*

If either party has knowledge of an act of corruption or has reason to believe that an act of corruption has been committed, it must immediately inform the other party and cooperate fully with any internal or external investigation of this act of corruption.

### 16.5. *Termination due to corruption*

In the event of a violation of this anti-corruption clause, the party which is not guilty of the violation shall have the right to terminate the contract immediately and without compensation, without prior notice and without prejudice to its other rights and legal remedies.

### 16.6. *Cooperation with authorities*

The parties agree to cooperate fully with the competent authorities in any investigation relating to alleged or confirmed acts of corruption. They undertake to provide all required information and to take all necessary measures to assist in the fight against corruption.

## 17. Processing of personal data

### 17.1. *Responsibility for processing*

The parties acknowledge that personal data may be processed as part of the execution of the contract. Each of the parties shall act as the data controller for the data it collects, processes or uses pursuant to this contract.

### 17.2. *Purpose of processing*

Personal data shall be processed in accordance with applicable laws and regulations for the protection of personal data. The parties agree that the personal data collected and processed pursuant to this contract shall be used solely for the purpose of fulfilling contractual obligations, including order management, billing, delivery of goods, provision of services and communication between the parties.

### 17.3. *Data confidentiality and security*

The parties agree to take all appropriate technical and organizational measures to ensure the confidentiality and security of the personal data that they process. They shall see to it that only authorized persons have access to the data, and that these persons are subject to appropriate obligations of confidentiality.

### 17.4. *Data transfers*

If the processing of personal data involves transferring the data to a country located outside of the European Economic Area (EEA) or to an international organization, the parties shall see to it that appropriate data protection measures are established in accordance with applicable law.

### 17.5. *Data retention period*

The personal data shall be retained for the period of time necessary for the execution of the contract and in accordance with all applicable legal requirements with regard to data retention.

### 17.6. *Rights of data subjects*

Each party undertakes to inform the data subjects of their rights with regard to data protection, including the right of access, the rights to rectification and erasure, and the right to object to processing. If a request to exercise these rights is addressed to one of the parties, it shall immediately inform the other party.

### 17.7. *Cooperation and notification of data violations*

In the event of a violation involving personal data, the parties undertake to cooperate closely to remedy the violation and to inform the competent authorities and affected data subjects in accordance with applicable data protection law.

### 17.8. *Data processors*

If one of the parties has to employ a data processor to carry out the processing of personal data, it shall see to it that this data processor offers sufficient guarantees with regard to the implementation of appropriate security measures and compliance with applicable data protection law.

### 17.9. *Reference to the privacy policy*

The parties agree to refer one another to their respective privacy policies, if applicable, in order to obtain more information on the processing of personal data that is performed as part of the contract.

## 18. Transfer of contract to another company in the Buyer's group

### 18.1. *Authorized transfer*

As part of the contractual relationship established by this contract, the Buyer reserves the right to transfer its rights and obligations, in whole or in part, to another company that is part of the same group of companies to which it belongs ("Group Company"), subject to compliance with the conditions set forth in this clause.

#### *18.2. Obligations to notify*

In the event that the contract is transferred to a Group Company, the Buyer shall notify the Provider in writing, with reasonable prior notice, of the details of the transfer, including the name of the Group Company benefiting from the transfer and the effective date of the transfer. The Provider acknowledges and accepts that the rights and obligations arising from this contract shall be validly transferred to the Group Company, which shall become the new contracting party. These GTCP shall continue to apply throughout the continuation of this contractual relationship between the Provider and the Group Company.

#### *18.3. Maintenance of contractual conditions*

Transfer of the contract to a Group Company shall not affect the Provider's rights and obligations under this contract. All contractual conditions, including prices, deadlines, specifications, terms of payment and liability clauses, shall remain unchanged, except in the event of a written agreement to the contrary between the parties or a statutory provision to the contrary.

#### *18.4. Provider's consent*

The Provider acknowledges and accepts that its prior consent to the transfer of the contract to a Group Company is not required. However, if the Provider believes that the transfer will cause significant difficulties or substantially affect its rights, it shall inform the Buyer in writing within 10 days as from its receipt of the notification of transfer. The parties shall then endeavor to resolve the Provider's concerns in good faith.

#### *18.5. Buyer released from liability*

When the contract is transferred to a Group Company in accordance with the present clause, the Buyer shall be released from all of its rights and obligations arising from the contract, as of the effective date of the transfer. As a result, the Buyer shall not be jointly and severally liable with the Group Company benefitting from the transfer for the contractual obligations arising from the contract, unless expressly provided for in a separate written agreement between the Buyer and said Group Company.

#### *18.6. Waiver of rights against the Buyer*

To the extent permitted by applicable law, the Provider waives all rights, remedies, actions or claims that it might have against the Buyer, whether pursuant to the contract or otherwise, in relation to the transfer of the contract to a Group Company. The Provider agrees not to undertake legal actions or proceedings against the Buyer due to the transfer of the contract.

### **19. Applicable law**

This contract is governed by and interpreted in accordance with Belgian law. Any dispute arising from the contract shall be governed by Belgian law.

### **20. Dispute resolution**

In the event of a dispute arising from the contract, the parties shall endeavor to resolve it amicably. In the absence of an amicable resolution, the dispute shall be subject to the exclusive jurisdiction of Belgian courts in the arrondissement of Liège.

### **21. Language versions**

The GTCP are available in English and French. In case of any contradiction or discrepancy between the English version and the French version of the GTCP, the French version shall prevail.