

TERMS OF USE FOR PROJECT OWNER

INTRODUCTION

Gamevestor is a Simplified Joint-Stock Company (*Société par Actions Simplifiée*), registered with the Trade and Companies Register of Annecy under number 938 196 714, with its registered office located at 5 rue de l'Industrie – 74000 Annecy (hereinafter referred to as "**Gamevestor**", "**Us**", "**We**" and "**Our**").

We have been granted authorization by the **Autorité des Marchés Financiers (AMF)** on the 14th on January 2025 to operate, in particular, as a European Crowdfunding Service Provider (ECSP). We are registered as a European Crowdfunding Service Provider (ECSP) under authorization number FP-2026-01, LEI 969500P7T77MW83ZS460. We are registered as a French crowdfunding intermediary (*Intermédiaire de Financement Participatif / IFP*) at the ORIAS under number 25007583. We are registered under REGAFI identifier 751564 by the French Prudential Control and Resolution Authority (*Autorité de Contrôle Prudentiel et de Résolution / ACPR*) as Lemonway's Payment Service Provider Agent (*agent prestataire de services de paiement de Lemonway*).

We hold professional liability insurance with AIG Europe SA under contract number FREO000080, in compliance with Articles L547-5 and D547-3 as well as L548-5 and D548-3 of the French Monetary and Financial Code.

We also benefit from professional liability coverage and/or a financial guarantee covering our activities.

Access to and use of the Gamevestor Website are subject to the careful reading and full acceptance of the Terms of use (the "**Terms**").

Access to crowdfunding services provided on the Gamevestor Website for Project Owner are subject to the careful reading and full acceptance of this terms of use for Project Owner (the "**Project Owner Terms**"). In other words, the Project Owner Terms are enforceable to You provided that You are a Project Owner according to Section 1 below.

By accepting these Project Owner Terms, you agree to comply with all of their provisions, as well as with the terms and conditions of use established by Lemonway, where applicable.

We place great importance on transparency and clarity. We firmly believe that a shared understanding of the rights and obligations of each party is the foundation for building a strong, long-term relationship, ultimately contributing to the success of the Project.

SECTION 1. HOW TO BECOME A PROJECT OWNER ON THE GAMEVESTOR PLATFORM ?

What is a "Project Owner" (also referred as "**You**" and "**Your**" in these Project Owner Terms)?

A "Project Owner" is any company who has successfully completed the Onboarding Process and thus whose Project(s) is(are) presented to Investors and Backers via publication on the Gamevestor Website, as a ECSP (European Crowdfunding Service Provider) under the EU Regulation 2020/1503.

To become a Project Owner on the Gamevestor platform, You need an active Personal Account and agree to these Project Owner Terms and the Terms.

SECTION 2. WHAT ARE THE WORDS YOU NEED TO UNDERSTAND WHEN READING THESE PROJECT OWNER TERMS ?

First, please note that unless otherwise specified, or unless the context requires a different interpretation, capitalized terms and expressions shall have the meaning assigned to them below.

Definitions given for a term used in the plural shall also apply when that term is used in the singular, and vice versa.

The terms “including,” “in particular,” and “notably” shall be interpreted as meaning “without limitation.”

Any reference to a document or a legislative or regulatory provision refers to such document or provision as amended, updated, or replaced from time to time.

Second, the following terms shall have the meaning ascribed below :

- **AMF:** means the Autorité des Marchés Financiers (French Financial Markets Authority).
- **All-or-Nothing Goal:** means the minimum funding threshold set for a Project, as published on the Gamevestor Website at the launch of the Campaign, which must be reached before the end of the Campaign period for the Campaign to be deemed successful.
- **Bonds:** means the financial instruments offered for acquisition in connection with the financing of Projects presented on the Gamevestor Website.
- **Campaign:** means the fundraising operation aimed at collecting the funds necessary for the financing of a Project presented on the Gamevestor Website.
- **Campaign Amount :** means to the total funds effectively raised through the Gamevestor Website in connection with the relevant Campaign, from both Investors (Raised Amount) and/or Backers at the Campaign closing.
- **Deliverables:** mean, for each milestone set forth in the Milestone Plan, as applicable:
 - For development of the Project it shall include at least: (i) executable code (fully-compiled version of the Project that can be executed by the SPV for the Delivered Platform without further compilation), (ii) any support files necessary to operate and review the foregoing ;
 - For exploitation of the Project it shall include at least: documentation describing the promotion and marketing operations conducted; (ii) an assessment of the results of such operations based on objective key performance indicators (KPIs); and(iii) a list of any distribution agreements concluded.

In all events, it also includes any additional information and materials set forth in the Deliverable description in the Milestone Plan, and a Project development and/or exploitation progress reports.

- **Gamevestor Website:** means the Gamevestor crowdfunding website, including both the showcase site and the investment platform, accessible at gamevestor.co.

- **ECSP (European Crowdfunding Service Provider):** within the meaning of EU Regulation 2020/1503, means the entity providing online crowdfunding services to Investors through an online platform. Allows Bonds subscription (investments) on Gamevestor.
- **IFP (*Intermédiaire de Financement Participatif*):** within the meaning of Articles L548-1 to L548-6 of the French Monetary and Financial Code, refers to the entity registered with ORIAS and authorized to provide crowdfunding services by connecting project owners and investors through an online platform. Allows contributions (donations) on Gamevestor.
- **Intellectual Property Rights:** mean patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights (including but not limited to performance rights, producer rights etc.), trade secret, know-how, database rights or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- **Investment Amount:** means the Raised Amount, after deduction of the SPV Management Costs and, where applicable, any banking, currency exchange or transfer fees incurred in connection with payments made to Studios whose registered office is located outside the European Union.
- **Investors:** means any natural or legal persons who, during a Campaign, subscribe Bonds through the Gamevestor Website in order to finance a Project, and who thereby acquire rights under the Bonds in accordance with the applicable Bond documentation. Please be aware that Investors are also referred as "Gamevestors" on Our Gamevestor Website.
- **KIIS:** means the *Key Investment Information Sheet (Fiche d'Information Clés sur l'Investissement)* as referred to in Article 23 and Annex I of EU Regulation 2020/1503.
- **Milestones Plan:** means the development and/or exploitation schedule agreed upon between Gamevestor and You before the launch of the Campaign as published on Gamevestor Website which contains (i) the written description of the Deliverables to be provided by Project Owner for the development and/or exploitation of the Project, (ii) the delivery schedule for each of the Deliverables, (iii) the acceptance criteria for each of the Deliverables, should the All-Or-Nothing-Goal be reached. The Milestones Plan shall be updated by written agreement between Gamevestor and the Project Owner following a successful Campaign, taking into account the Investment Amount and Pledges, and published accordingly on Gamevestor Website.
- **Milestone Report:** means a written report prepared by Gamevestor evaluating (i) the compliance of the Deliverables with the applicable specifications, (ii) the quality and completeness of the content delivered, and (iii) the overall progress of the development and/or exploitation of the Project.
- **Net Revenues:** mean the total gross revenues, exclusive of VAT, actually collected by the publisher, if the Project is published by a third-party publisher, and/or the Project Owner if the Project is self-published, in connection with the Project exploitation (including but not limited to any sales, license, minimum guarantee, in-game advertising, in-game micro-transactions, subscription fees etc.), on all and any distribution channels, regardless of the platform (including any part of the Project if any) LESS :

- Any credit notes issued by the Project Owner, its publisher or sub-publisher if any, as they relate to the exploitation of the Project (including, without limitation, credit notes for returns, price protection, markdowns, year-end rebates, volume rebates and any other commercial discounts and rebates offered in accordance with commonly accepted business practices) ;
- the costs of manufacturing and of delivery of units of the Project and their associated packaging (including, without limitation, license fees payments to the manufacturers of the relevant game consoles in respect of the manufacturing and distribution of the Project on their consoles, repacking costs, custom fees ...).

For the avoidance of doubt, store's commission are deducted from the gross revenues as Net Revenues correspond to the gross revenues collected by a publisher or Project Owner, and not the gross revenues generated by the exploitation of the Project.

- **Net Revenue Sharing:** means the rules and percentages governing the allocation of Net Revenues between the SPV and the Project Owner for the recoupment of the Raised Amount and, where applicable, the payment of the Redemption Premium, as determined by reference to Objective and Section 5.2.
- **Net Revenue Share:** means the share of Net Revenue paid to the SPV pursuant to the SPV Investment Agreement.
- **Objective:** means a funding target of the Campaign to determined by the Project Owner and Gamevestor prior to the launch of the Campaign, as set forth in Section 4.1. In all events the first Objective corresponds to the All-Or-Nothing Goal.
- **Onboarding Process:** means the verification and validation process described in Section 4.1 of these Project Owners Terms, which each Project Owner must successfully complete before the launch of a Campaign. This process is carried out by Gamevestor and/or the Payment Service Provider (PSP) and includes, as applicable, the collection and verification of identity and corporate documents, compliance checks (including “Know Your Customer” (KYC) and anti-money laundering (AML) requirements), and the opening of the payment account required for the transfer of funds.
- **Pledge(s):** means any non-investment payments in the form of donations made by a Backer through the Gamevestor Website to a Project during a Campaign, which may entitle the Backer to receive Rewards, where applicable.
- **Project Pages:** means the dedicated pages on the Gamevestor Website where the Project is presented, including its description, funding Objectives, Rewards if any, and any related media and documentation made available by the Project Owner.
- **Personal Account:** means the space opened in the name of a Member on the Gamevestor Website, accessible with login credentials and password.
- **Project:** means a crowdfunding offer in the form of a Campaign, presented by a Project Owner seeking financing under EU Regulation 2020/1503 and French Monetary and Financial Code, which includes the video game that is the subject of the Campaign together with all related and complementary content (such as downloadable content, expansions, updates, Rewards or other ancillary material).

- **PSP (Payment Service Provider):** refers to LEMONWAY, a simplified joint-stock company (société par actions simplifiée), with its registered office at 8 Rue du Sentier, 75002 Paris, France, registered with the Paris Trade and Companies Register under number 500 486 915 (“Lemonway”). Lemonway provides payment services within the meaning of Article L. 314-1 of the French Monetary and Financial Code, as a payment institution within the meaning of Article L. 522-1 of the same Code, authorised by the French Prudential Supervision and Resolution Authority (ACPR) on 24 December 2012 under Interbank Code (CIB) 16568. This information can be verified at any time on <https://www.regafi.fr> or in the register of the European Banking Authority (EBA).
- **PSP Fees:** means the fees and charges applied by the Payment Service Provider (PSP) in connection with the processing of payments, transfers and transactions carried out on the Gamevestor Website during a Campaign, which are fully supported by Gamevestor.
- **User:** means any person browsing the public pages of the Gamevestor Website.
- **Raised Amount :** means the aggregate amount of funds effectively raised in the form of Bonds subscribed by Investors through the Gamevestor Website during the Campaign.
- **Services:** means the services provided by Gamevestor to Project Owner as are further detailed in Section 3 and more generally in these Project Owner Terms.
- **SPV:** means a legal entity established solely for raising funds, holding assets and managing the Project.
- **SPV Management Costs:** mean all costs incurred in connection with the incorporation, administration, and ongoing management of the SPV, including but not limited to administrative, legal, and accounting expenses, as well as a specific reserve allocated to cover unexpected or exceptional costs, it being understood that the total of such costs shall in no event exceed the amount set forth in the Specific Terms agreed by the Parties.
- **Regulation:** means any constitution, law, ordinance, decree, regulation, legislation, implementing measure, binding rule or code of conduct issued by any competent administrative or regulatory authority.
- **Rewards:** mean digital or physical items related to the Project, such as access keys to the game, exclusive in-game content, physical collectibles (e.g., figurines, artwork, merchandise), or other benefits.
- **Target Release Date:** means the indicative date set out in the Milestone Plan for the initial commercial launch of the Project on all platforms targeted, to the extent applicable.
- **Terms :** means the terms of use of the Gamevestor Website available here.
- **Specific Terms:** means the set of derogatory or supplementary provisions agreed upon by the Parties and set forth in Annex 1, which are intended to prevail over the provisions of the Project Owner Terms in the event of any inconsistency or conflict. For the avoidance of doubt, notwithstanding the definition of Term of Use elsewhere herein, Annex 1 shall not be deemed part of the Term of Use solely for the purpose of this definition.
- **Status:** Users may have one of the following statuses depending on their activity on the Gamevestor website:

- **Member:** means Users who have registered on the Gamevestor Website;
- **Investor:** means Members who have invested in a Project offered on the Gamevestor Website;
- **Backer:** means Members who have made a Contribution to a Project offered on the Gamevestor Website.
- **Project Owners :** means You who are Members and have submitted your Project for a Campaign, whether the Campaign is ongoing or closed, regardless of its success.

SECTION 3. WHAT IS THE SCOPE OF THE SERVICES WE PROVIDE TO YOU ?

We provide the following services to You :

- **Crowdfunding organization and management:** We organize and manage crowdfunding campaigns for the development, marketing, and/or promotion of Projects through Bonds subscriptions and Pledge;
- **Campaign & Project support:** We provide strategic advice in connection with the preparation and structuring of the Campaign (including pricing and production decisions), as well as assistance in the definition and establishment of the Milestone Plan and of Objectives;
- **Project monitoring:** We monitor the implementation of Projects(s) notably by reviewing each Deliverable and by issuing Milestones Reports on the status of each milestone, which shall be made available to Investors, Backers and the Project Owner (see Section 5);
- **Fund collection tools:** We set up an SPV and make available to Project Owners and the SPV the necessary tools to collect funds from Investors and/or Backers and coordinate with the tools owners (such as OVERLORD and LEMONWAY);
- **PSP Fees :** we support the PSP Fees related to (i) Pledges from Backers to the SPV, (ii) the Investments by Investors to the SPV and (iii) the payment by the SPV to the Project Owner of the Investment Amount and Pledges in installements pursuant to the Milestone Plan, to the extent applicable ;
- **PSP account management :** a specific account is opened in the PSP environment in the name of the Project Owner. Gamevestor is granted management rights over this account. These management rights enable to ease the crowdfunding process and for Gamevestor to ensure the payment of the Success Fee and, where applicable, the Content Creator Fees.
- **SPV management and governance:** Gamevestor will be responsible for the management of the SPV in its capacity as President. In this role, Gamevestor will ensure proper governance and operation of the SPV (see Section 5.1).
- **Project exploitation reporting:** Upon exploitation of the Project, we compile and consolidate the financial data provided by the Project Owner (including statements from publishers, distributors, aggregators, platforms and retailers) and issues reports determining the amounts due by the Project Owner to the SPV and to Gamevestor (See

Section 12). By providing this service, Gamevestor facilitates the financial relationship between the Project Owner, the SPV and the Investors, thereby alleviating the Project Owner from the administrative burden of managing these obligations.

- **Promoting the Project:** We promote our Gamevestor Website and the Projects. Further, we provide an optional program designed to promote and market the Project on the Gamevestor Platform through selected creators and influencers, with the aim of encouraging exclusively Pledges (see Section 10).

SECTION 4. HOW CROWDFUNDING CAMPAIGN WORKS ?

We provide a funding platform for Project either by Investors or Backers.

Once a Project has been selected following a successful Onboarding Process, the Campaign is launched (see Section 4.2).

Our Services are provided solely to support the Project and the Campaign, including, but not limited to, facilitating the relationship between Project Owners, Investors, and Backers.

4.1 THE ONBOARDING PROCESS

For a Campaign to be launched on the Gamevestor Website, the Project must first be reviewed and approved by Gamevestor and the PSP.

You may apply for your Project to be considered for selection on the Gamevestor Website by completing the application form available at gamevestor.co/new/project after logging in.

Eligibility Criteria. The following conditions must be met for the Project to be reviewed by Gamevestor:

- The Project must be a video game, whether premium or freemium;
- All application forms must be duly completed;
- It is preferable that the applicant is established in the European Union, but exceptions are now possible; Projects revolving too much around cryptocurrencies or hardware are not eligible.

Gamevestor may request additional documents or information beyond those listed in the application form as part of its review process. Gamevestor may also require the Project Owner, at any time, to provide further information (e.g., primary address, date and place of birth, business registration number, Taxpayer Identification Number, VAT identification number, or confirmation of a permanent establishment within the European Union) and supporting documents (e.g., tax residence certificate).

All uploaded or shared documents must not be:

- corrupted, broken, or damaged ;,
- dirty, illegible, or watermarked.

All documents required may need to be provided in English or French.

Prior information obligation. Before a Campaign is launched, You shall provide Gamevestor with all information necessary for its approval and execution, and notably determination of the Objectives and determination of the Multipliers pursuant to Section 5.3.

This includes, but is not limited to:

1. Proposal of Objectives;
2. Sales dynamics: A realistic projection of the expected sales performance over time, starting from the end of the Campaign and extending for at least five (5) years (or more, if relevant), in order to assess when Investors may receive returns;
3. Average unit price: The estimated average selling price per unit, including regional pricing variations and potential discounts;
4. Gross-to-Net conversion rate: The average percentage used to convert gross revenues into Net Revenues.

Providing these elements in full and in good faith is a mandatory condition for the approval and publication of the Campaign for the Project.

Risk Assessment. Gamevestor reserves the right to refuse the launch of a Campaign on the Website if the Project's risk assessment is deemed negative, at Gamevestor's sole discretion. Such assessment may take into account, in particular, the Project Owner's past experience, reputation and goodwill with Investors.

PSP clearance. As Gamevestor operates in partnership with the PSP, the Project Owner shall also be subject to the PSP's verification and clearance procedures prior to the launch of any Campaign. Such clearance process includes, in particular, the performance of mandatory KYC/AML (Know Your Customer / Anti-Money Laundering) and KYB (Know Your Business) checks by the PSP, in accordance with applicable European and French financial regulations pursuant to the PSP terms and conditions that You have accepted under the applicable Terms.

Regulatory Documentation. Before launching a Campaign on the Gamevestor Website, the Project Owner shall prepare and submit to Gamevestor a KIIS, in accordance with Article 23 of Regulation (EU) 2020/1503.

The KIIS must be drafted using the template provided by Gamevestor, in a downloadable, printable, and non-editable format, and shall be made available to Investors prior to any subscription. Once the Bond subscription process is initiated, the KIIS will be automatically sent to the relevant Investors by email and will remain accessible at all times on the relevant Project Pages and in the "My Contributions" section of the Investor's Account.

The Project Owner is solely responsible for the accuracy, completeness, and non-misleading nature of all information contained in the KIIS. In accordance with Article 23 of Regulation (EU) 2020/1503, Gamevestor shall verify for completeness, correctness and clarity of the documentation provided by the Project Owner. This verification is limited to checks that can reasonably be performed without conducting an audit, a due diligence investigation or any independent assessment of the underlying data. If Gamevestor identifies any omission, inconsistency, error or unclear information, or if it becomes aware of any circumstance suggesting that the KIIS is inaccurate, incomplete or misleading, it shall notify the Project Owner and request the necessary corrections.

Gamevestor shall not be held responsible for the accuracy of the underlying facts, data or assumptions supplied by the Project Owner, on which it is entitled to rely, nor for any inaccuracies that could not reasonably be detected through the verification procedures required under the Regulation.

The KIIS shall be provided in English and/or French, and the English version shall prevail in the event of any discrepancy.

4.2. THE CAMPAIGN

Once Gamevestor approves a Project application, the content of the Campaign shall be agreed between Gamevestor and You, including, but not limited to, the amount of the All-or-Nothing-Goal, the Objectives, the Reward(s), a Milestone Plan, and the length of the Campaign (email confirmation shall be sufficient).

The duration of a Campaign shall in no event exceed ninety (90) days, including any agreed extension of the initial period.

Project Pages. The content of the Project Pages may be set up directly by You, except with respect to the Project's financial information (including, without limitation, the All-or-Nothing Goal and the Objectives) and the Milestone Plan.

Gamevestor reserves the right to directly modify the content of the Project Pages or to require modifications prior to the Campaign launch. After the Campaign has been launched, changes may be made to non-financial information (for instance, to ensure accuracy, clarity or compliance). Financial information may only be corrected in case of error, in accordance with applicable regulations. Any such correction shall reopen the withdrawal right of Investors who have already subscribed Bonds.

We encourage You to use the "Updates" page to regularly publish new information instead of seeking modification of existing pages.

Bonds & Pledge. Once the Campaign is launched, Bonds and Pledge may be subscribed via the Gamevestor Website, which is PSFP/ECSP-approved and IFP-approved and regulated by the AMF. Bonds and Pledge shall be considered final once the statutory withdrawal period has expired.

If the Campaign is unsuccessful, all amounts raised shall be fully refunded to Investors and Backers, without any deduction.

No funds transit through Gamevestor directly. All transactions are processed either through the PSP, which is authorized to hold funds on behalf of third parties (escrow services), or through the SPV.

Successful Campaign. A Campaign shall be deemed successful if, by the end of the Campaign period, the Campaign Amount equals or exceeds the All-or-Nothing Goal. In such case, the Campaign is considered successful.

If the All-or-Nothing Goal is not reached, the Campaign shall be deemed unsuccessful, no fees shall be charged, and all Investors and Backers shall be fully refunded.

The minimum All-or-Nothing Goal for any Project is one hundred thousand euros (€100,000).

For most Projects, the All-or-Nothing Goal corresponds to the minimum funding level required to ensure, barring exceptional circumstances, the release of the Project in a playable and marketable version on at least one platform designated in the Campaign, together with the implementation of a minimal marketing and publishing plan aimed at ensuring visibility at launch. This funding threshold implies that the Project's core features are completed, tested, and ready for public release.

Information obligation. During the Campaign, and after the Campaign if successful, You shall keep the Investors and Backers informed of the technical and commercial progress of the Project, as well as your situation, notably through the Project Pages.

SECTION 5 – HOW DOES THE INVESTMENT CROWDFUNDING WORK ?

5.1 HOW THE RAISED AMOUNT IS PAID TO THE PROJECT OWNER ?

Raised Amount vs. Investment Amount. First, please note that You shall not receive the full Raised Amount, but only the Investment Amount, from which deductions are made as detailed in Section 2 of these Project Owner Terms. Such deductions are justified, in particular, to cover the operational costs of the crowdfunding system through Bonds subscription and SPV management (as described below).

The SPV incorporation. In order for the Project Owner to receive the Investment Amount raised through the platform, Gamevestor will proceed with the incorporation of the SPV.

In all events, the SPV is a separate legal entity, fully independent and responsible for its own costs. Accordingly, the SPV shall include a dedicated provision to cover the SPV Management Costs.

Investors shall enter into specific agreements with the SPV (the “**Bond Agreements**”) and, in consideration of their subscription, acquire Bonds issued by the SPV. Such Bonds shall confer rights directly against the SPV in accordance with the terms of the Bond Agreements. Gamevestor is not a party to the said Bond Agreements.

Concentrating all Bond Agreements within the SPV ensures that all contracts and rights are centralized in a single entity dedicated exclusively to the Project, thereby simplifying the structure and providing greater transparency and legal certainty for both the Project Owner and the Investors.

The SPV shall receive the Raised Amount if any, upon incorporation.

The incorporation of the SPV is a condition precedent to the Gamevestor fundraising.

The SPV management. Gamevestor will be responsible for the management of the SPV. In this capacity, Gamevestor will ensure the proper governance and operation of the SPV and act as its President.

For the purposes of implementing and administering the SPV, Gamevestor has entered into an agreement with OVERLORD, which will handle the incorporation of the SPV, the execution of transfers, the issuance of invoices and the day-to-day management of the vehicle.

Gamevestor will ensure that the communication and flow of information between the SPV and the Project Owner and the Investors are properly maintained, without representing or acting as an agent of any party.

The SPV Investment Agreement. A binding agreement between the SPV and the Project Owner (the “**SPV Investment Agreement**”), shall govern this relationship. Gamevestor is not a party to the said SPV Investment Agreement.

Except for project-specific adjustments relating to financial conditions and the applicable Milestone Plan, the SPV Investment Agreement shall be non-negotiable.

Under this SPV Investment Agreement, the SPV undertakes to pay the Investment Amount, to You in accordance with the Milestone Plan.

For the sake of clarity, the Investment Amount will be paid into your PSP account, which is managed by Gamevestor pursuant to Section 3, unless your registered office is located outside the European Union. In such case, the Investment Amount shall be transferred to your designated bank account, and any related

fees (including currency exchange, transfer, or banking fees) shall be borne by you and deducted from the Investment Amount. All transactions shall be made in euros.

Milestone-Based Disbursement. The SPV shall pay the Investment Amount to the Project Owner in installments, subject to the development and/or exploitation of the Project progressing in accordance with the Milestone Plan.

Upon completion of the fundraising campaign, the Milestone Plan shall be updated jointly by Gamevestor and the Project Owner to establish a detailed disbursement schedule. This updated Milestone Plan shall be annexed to the SPV Investment Agreement and shall be binding upon the Project Owner.

The release of funds shall be conditional upon the acceptance of the Deliverables by the SPV, as defined in the Milestone Plan.

Notwithstanding the foregoing, the Deliverables delivered for the first milestone shall be deemed automatically approved upon delivery, and the corresponding payment shall become immediately due and payable (except provided otherwise in the Milestone Plan agreed upon).

Milestone Reports. The Project Owner undertakes to deliver the Deliverables to Gamevestor and the SPV in accordance with the Milestone Plan.

Gamevestor shall review the Deliverables and issue a Milestone Report within 21 (twenty-one) calendar days.

The SPV shall be the sole entity entitled to approve or reject a Deliverable and thereby release the corresponding payment. In doing so, the SPV shall follow Gamevestor's recommendation as set forth in the Milestone Report, unless the Investors decide otherwise by majority vote.

In all event, the Milestone Report shall be communicated by Gamevestor to each Investor and to the Project Owner through Gamevestor Platform or email.

5.2. THE NET REVENUE SHARING

In consideration for the Investment Amount paid by the SPV pursuant to the SPV Investment Agreement, the Project Owner undertakes to reimburse the SPV for the Raised Amount, and to pay the agreed extra amount due after recoupment of the Raised Amount (the « **Redemption Premium** »).

For such purpose, the Project Owner shall pay to the SPV a share of the Net Revenues derived from the Project exploitation (the "**Net Revenue Share**"), in accordance with the conditions set forth in the SPV Investment Agreement (the "**Net Revenue Sharing**").

The Net Revenue Sharing, and as a result the Net Revenue Share payable to the SPV, shall vary depending on the Objectives applicable, and notably depending of the Campaign Amount reached, pursuant to the SPV Investment Agreement.

Until the Raised Amount is entirely reimbursed to the SPV, a higher percentage of the Net Revenues shall apply to determine the amount of the Net Revenue Share (sometimes referred as pre-recoup). Thereafter, a reduced percentage shall apply, in accordance with the SPV Investment Agreement (sometimes referred as post-recoup).

Such Net Revenue Share shall be payable to the SPV for the duration of the Minimum Exploitation Period.

The SPV shall allocate its share of Net Revenues to comply with its obligations towards the Investors, including the payment of redemption premium and the repayment of principal in accordance with the terms of the Bonds.

5.3. CAN YOU BUY BACK INVESTORS' RIGHTS AND HOW ?

Yes provided it has been agreed upon during the Onboarding Process and provided for in the SPV Investment Agreement. In such event, You can buy back Investors' rights under the Bonds at a price factor (the "**Multiplier**"), via the SPV pursuant to the SPV Investment Agreement (the "**Buy-Back**").

Determination of the Multiplier. The Multiplier is determined on a case-by-case basis, taking into account factors such as the amount of funding raised in relation to the total project budget and the anticipated project timeline, following discussions between Gamevestor and the Project Owner. Project Owners seeking early gap funding may elect to propose a higher early exit Multiplier in order to attract Investors.

By way of illustration, if the amount raised from investments was €400,000 and the early exit Multiplier is set at $\times 2$, the Project Owner shall pay €800,000 to the SPV to buy back the Investors' rights under the Bonds.

The Multiplier increases over time in accordance with the Milestone Plan. To create a clear and predictable framework, the Multipliers are explicitly tied to the target delivery dates set forth in the Milestone Plan. Once a milestone's target date is reached - regardless of whether the Deliverables for the said milestone have been accepted or rejected - the Multiplier associated with that date becomes applicable. This provides a transparent and foreseeable schedule for the Multiplier's increase.

The determination of the Multipliers can follow a consistent methodology. Before the launch of the Campaign, the Project Owner first proposes to Gamevestor a maximum Multiplier for the full amount sought to be raised. This maximum Multiplier, together with the Targeted Release Date, is used to calculate an Internal Rate of Return (IRR) for the Investors, approximated using the Compound Annual Growth Rate (CAGR) formula. The Multipliers for the preceding milestones are then set to maintain an identical IRR, thereby ensuring a consistent rate of return for Investors at each stage of the Project.

- Formula: $IRR / CAGR = \text{Max Early Exit Multiplier} ^ { (1 / (\text{Years to Release} - \text{Expiration}))}$
- Formula: $\text{Milestone Early Exit Multiplier} = IRR ^ {\text{Years to Next Milestone}}$

Example: If the Project Owner sets a $\times 2$ maximum Multiplier and targets a project release 3.5 years after the Campaign, then the last early exit can occur 3 years after the Campaign (if it occurs 6 months before release for instance). The IRR is calculated as $2 ^ { (1 / (3.5 - 0.5))} = 1.26$, i.e. $\sim 26\%$ IRR. With one milestone per year, the early exit Multipliers would be:

- Year 0 (Campaign success): $\times 1.26 = 1.26 ^ 1$
- Year 1 (feature-complete): $\times 1.59 = 1.26 ^ 2$
- Year 2 (beta): $\times 2.00$ (maximum)

In the event of such Buy-Back, the SPV Investment Agreement will be terminated.

Gamevestor Service Fee. GAMEVESTOR's Service Fee, as set forth in Section 11, will be due on the amount due to the SPV in connection with a Buy-Back, and shall be payable to Gamevestor on the Buy Back date, upon issuance of the corresponding invoice.

No release within few months. You undertake **not** to commercially exploit, directly or indirectly, the Project, for a period to be determined on a case by case basis during the Onboarding Process and set forth in the SPV Investment Agreement from the effective date of such termination. For avoidance of doubt, "commercial exploitation" shall include, without limitation, the pre-order, sale, licensing, distribution, or monetization of the Project (included in early access), whether in physical or digital form, through any platform or channel.

Side-effect on Pledge. The remaining amount of Pledges not yet paid to the Project Owner pursuant to the Milestone Plan (the « **Remaining Pledges** ») shall be fully paid in the event of a Buy-Back. Rewards (if any) are still due to the Backers within sixty (60) days following the Game's official release.

If the Game is not published within two (2) years from the date of the Buy-Back, the Project Owner shall reimburse each Backer an amount proportional to the Remaining Pledges, calculated as follows:

$$\text{Refund amount per Backer} = (\text{Remaining Pledges paid by SPV} / \text{total amount of Pledges}) \times \text{amount of Backer's individual Pledge}.$$

Such reimbursement shall be made by the Project Owner within sixty (60) days following expiry of the two-year period, by wire transfer or any other secure payment method agreed upon in writing with the SPV.

SECTION 6 - HOW DOES THE PLEDGE CROWDFUNDING WORK ?

6.1. HOW THE PLEDGE AMOUNT RAISED IS PAID TO PROJECT OWNER ?

Any financing of a Project by Backers constitutes acceptance of Your offer, and an agreement is thereby formed directly between You and them.

Gamevestor is not a party to the said agreements. To the extent these Project Owner Terms conflict with any supplemental or additional terms derived from agreements undertaken by You, or your affiliates, and Backers, these Project Owner Terms prevails.

The Pledge, shall be transferred in full to the SPV through the PSP as soon as the Campaign has been successfully closed. As the final recipient of Pledges, You may have taxes to pay on such transactions that Gamevestor does not handle on Your behalf. For instance, in France, VAT should be due only if and when the Rewards received in consideration of Your Pledge(s) are shipped.

Payment to the Project Owner shall be in installments pursuant to the Milestone Plan and further be subject to the successful completion of all required compliance checks, including but not limited to anti-money laundering (AML) and know-your-business (KYB) procedures as required by Lemonway and applicable Regulation.

6.2. THE REWARDS

A Pledge is made without any guarantee of financial return or product delivery.

However, the Project Owner may, at its sole discretion, decide to provide Backers with Rewards.

The nature, content and conditions of the Rewards shall be determined and disclosed at the launch of the Campaign on the Project Pages on the Gamevestor Website and should not be altered once the Campaign has started.

In all cases, the Project Owner shall remain solely liable for any physical or legal defects of the Rewards and for ensuring that delivery, if applicable, is made in accordance with the description provided to Backers.

SECTION 7. CAN YOU CHANGE THE SCOPE OF THE PROJECT ?

The content of the Milestone Plan can be revised at any time upon agreement of GAMEVESTOR. Once updated/changed, the new version of the Milestone Plan shall be published on the GAMEVESTOR's Website and communicated to the SPV by the Project Owner.

Nevertheless, any change to the Milestone Plan that amount to a substantial change to the Project content and/or the condition of its exploitation (including marketing, promotion, and/or distribution conditions) (a "**Change**") shall be approved in writing by the SPV (that may be subject to prior approval of the Investors).

Minor variations that do not materially affect the scope, timing, or quality of the Deliverables shall not be considered a Change.

Until such Change has been duly approved, the Project Owner shall continue to perform in accordance with the original Milestone Plan.

SECTION 8. CAN YOU STOP DEVELOPING AND/OR EXPLOITING THE PROJECT ?

During the Campaign. The Project Owner may, at any time, delete its Project Pages from the GAMEVESTOR's Website and thereby terminate the Campaign.

After a Successful Campaign. If the Campaign is successful, the Project Owner undertakes to develop and/or exploit the Project in accordance with the Milestone Plan and for at least the shortest of the following periods:

- eighteen (18) months after the date on which the cumulative Net Revenues Share equals or exceed the Raised Amount (corresponding the end of the pre-recoup above mentionned);
- five (5) years from the date on which Net Revenues begin to be collected by the Project Owner or its publisher;
- ten (10) years after the date of the Campaign success.

(also referred as the "**Minimum Exploitation Period**").

Any failure by the Project Owner to comply with this obligation shall constitute a material breach of these Project Owner Terms.

SECTION 9. WHAT ARE THE THINGS YOU SHOULD NOT DO ?

We expect Project Owners to behave responsibly. If You fail to do so, We reserve the right to take any action We deem appropriate, including suspension or termination of Your access to the GAMEVESTOR's Website and Services.

Accordingly, You undertake **not to**:

- **Break the law:** You shall not take any action that infringes or violates the rights of others, breaches any applicable law, statute, ordinance or regulation, or breaches any contract or legal duty You have toward anyone. Thus the Project shall comply with all applicable law, regulations and industry standards, including consumer protection, data protection, financial promotion and tax obligations;
- **Provide false or misleading information:** You shall not post, communicate or provide any information that You know is false, misleading, inaccurate, deceptive or fraudulent about the Project or otherwise;
- **Offer prohibited Rewards:** You shall not offer any Rewards that are illegal, infringe third-party rights, or otherwise violate any of GAMEVESTOR's policies, rules or guidelines;
- **Misuse the GAMEVESTOR's Website:** You shall not use the Gamevestor Website, the Services or any information provided by Gamevestor for any purposes other than those expressly permitted under these Project Owner Terms. You shall not abuse, copy, resell, or otherwise exploit the Gamevestor Website, the Services or the information provided;
- **Share information improperly:** If You share any information provided by Us with authorized collaborators, You remain responsible for ensuring that they comply with these Project Owner Terms.

SECTION 10. HOW CAN WE HELP YOU PROMOTE YOUR PROJECT ?

General Promotion. We undertake to promote Our Gamevestor Website and the Projects hosted thereon in our own name and through our communication channels (including, but not limited to, Instagram, Discord, LinkedIn and Reddit). We may also carry out advertising campaigns, all in compliance with the requirements of the French Financial Markets Authority (Autorité des Marchés Financiers – AMF).

Optional Content Creator Program. Gamevestor has established a partnership program with selected content creators and influencers to promote certain Projects and exclusively encourage Pledges (the “**Content Creator Program**”).

Participation in the Creator Content Program is optional and subject to the Project Owner's prior election.

If the Project Owner elects to participate, the following terms shall apply:

- We confide the promotion and marketing of the possibility to fund through Pledges the Project to selected content creators and influencers and in consideration they receive five percent (5%) of the amount of payments made on the Gamevestor Website that they contributed to obtain, as identified through their content creator code (the “**Content Creator Fee**”);
- We review the promotion and marketing campaigns of the said influencers and content creators before their release (except for live content) and ensure that our quality standards are reached. However, We are **not** liable for the content of the said marketing campaign;

- We pay the Content Creator Fee to the influencers and content creators;
- The Creator Code Fees paid by Gamevestor shall be charged back to the Project Owner through the PSP platform. Gamevestor shall issue the corresponding invoice to the Project Owner.

SECTION 11. WHAT ARE OUR FEES ?

Success Fee. The Project Owner shall pay to Gamevestor a fixed fee equal to eight percent (8%) of the Campaign Amount payable by the Project Owner to Gamevestor in consideration of the Services provided by Gamevestor prior to successful completion of a Campaign, excluding VAT (the "**Success Fee**").

In other words, We charge You a fee for the final value of collected funds amounting to the Campaign Amount for successful Campaigns.

The Success Fee shall be paid by the Project Owner directly to Gamevestor through the PSP platform. Gamevestor shall issue the corresponding invoice to the Project Owner.

The Project Owner shall remain responsible for any additional fees, charges, or taxes arising from its use of the Gamevestor Website.

If the All-Or-Nothing Goal is not reached by the end of the Campaign, no Success Fee shall be due.

Service Fee. The Project Owner shall pay to Gamevestor a fee equal to fourteen percent (14%) of the Net Revenue Share due to the SPV in consideration of all the Services provided by Gamevestor after successful completion of a Campaign (coordination services with funding tools, issuance of Milestone Report, management of the SPV, issuance of Exploitation Reports, supporting PSP Fees, community management, etc.), excluding VAT (the "**Service Fee**").

SECTION 12. HOW DOES THE PROJECT OWNER PAYS THE SERVICE FEE TO GAMEVESTOR ?

Exploitation Reports. The Project Owner shall deliver to Gamevestor, within five (5) calendar days following the end of each calendar quarter, all and any exploitation statements of the Project received from a publisher (if any), distributors, aggregators, digital platform channels, and retailers, together with a cost report setting out the expenses incurred and deductible for the calculation of Net Revenues (the "**Statements**").

Furthermore, where technically and legally feasible, the Project Owner shall provide Gamevestor with access to the distributors' backends and online financial reporting systems for the distribution channels.

Within ten (10) calendar days of receiving the Statements, Gamevestor shall compile all relevant data into a single report to be delivered to the Project Owner. The Exploitation Report shall detail the gross revenues, the Investment Amount, the Net Revenues, the Net Revenue Share due to the SPV and the Service Fee due to Gamevestor (the "**Exploitation Report**").

The Exploitation Report shall be used:

- By Gamevestor to invoice its Success Fee to the Project Owner;
- by the Project Owner with the SPV to enable the SPV to invoice its Net Revenue Share.

In all events, the Project Owner acknowledges and agrees that Gamevestor shall have the sole discretion to determine whether any Statement delivered by the Project Owner is valid and compliant. Should a Statement be deemed invalid by Gamevestor, the Project Owner shall use its best efforts to deliver a corrected and compliant Statement without undue delay. If the Project Owner fails to do so, Gamevestor shall be entitled to establish the Exploitation Report, by relying on the average of any two (2) independent sources of data.

The Project Owner shall continue to provide to Gamevestor the Statements, and as a result Gamevestor shall continue providing the Exploitation Report, for two quarters periods following the termination or expiration of this Agreement.

Payments. Gamevestor shall issue its invoice concurrently with the delivery of the Exploitation Report to the Project Owner.

Project Owner shall pay by wire transfer the said Service Fee to the bank account details (RIB/IBAN) communicated by Gamevestor, within 30 (thirty) calendar days upon receipt of its valid invoices.

All payments shall be made in euros [€]. Any currency conversion between euros and another currency shall be calculated using the monthly average exchange rate published by the European Central Bank (ECB) for the month in which the relevant payment, transaction, or accounting event occurs. In the event the ECB does not publish an average rate for a given month, the latest available ECB reference rate shall apply. Project Owner will support the bank transfer costs.

Project Owner is informed and expressly agrees that any delay in payment of all or part of any amount due on its due date shall automatically result, without prior formal notice, in the invoicing, in favor of Gamevestor, of late payment interest at a rate equal to three times the legal interest rate, calculated on the total amount of sums due by the the Project Owner as of the date of said invoicing, along with a fixed indemnity of 40 euros for collection costs.

Term. Such Service Fee is due to Gamevestor as long as a Net Revenue Sharing is due to the SPV.

Withholding taxes. All payments under this Agreement shall be made free and clear of any deductions or withholdings, except as required by law. If any withholding tax is legally required, the Project Owner shall apply any available tax treaty benefits to reduce such withholding and shall provide Gamevestor with the corresponding tax certificate or equivalent proof of payment. The Project Owner shall bear any withholding tax so imposed, and ensure that Gamevestor receives the full amount of the fees due under this Agreement.

Audit of the Project Owner by GAMEVESTOR. You shall keep full and proper books of account and records relating to the distribution of the Project, either directly by You, by a publisher (if any) and by the distributors through the distribution channels regarding the sums payable to Gamevestor, the Net Revenues, the gross revenues such as the sales prices and revenues paid by end users and units of the Project sold.

We shall have the right to appoint a qualified and independent third party (hereafter referred to as the "**Auditor**") on our behalf and at our sole expense, during normal business hours, with thirty (30) working days' prior written notice and no more than once each twelve (12) months period from the first exploitation of the Porject and for twelve (12) months following its termination or expiration, to inspect and audit those transactions included in such books of account and which are in direct relation to this Project Owner Terms and/or the Project, and solely for the purpose of verifying the accuracy and

completeness of Statements rendered by You hereunder. We shall provide to the You a copy of the Auditor's audit report within fifteen (15) days of receipt thereof.

In the event that through an audit as provided for herein it is determined that there has been an underpayment by You due to inaccurate or incomplete Statements, You shall promptly remit to Us the full amount due. If the amount of any error in Your favor is five percent (5%) or more of the amount paid to Us for the last twelve (12) months, then You shall also pay the reasonable and customary costs or expenses incurred by Us in reviewing and/or auditing said books and records, provided that the shortfall identified by the Audit amounts to at least 2,000€ (two thousand euros).

Audit of GAMEVESTOR by the Project Owner. We shall keep full and proper records relating to the establishment of Exploitation Reports provided by Us to You.

You shall have the right to appoint a qualified and independent third party (hereafter referred to as the "**Auditor**") on your behalf and at your sole expense, during normal business hours, with thirty (30) working days' prior written notice and no more than once each twelve (12) months period from the exploitation of the Project and for twelve (12) months following its termination or expiration, to inspect and audit the documentation used to establish the Exploitation Reports, and which is in direct relation to this Project Owner Terms with respect to the Project, and solely for the purpose of verifying the accuracy and completeness of Exploitation Reports rendered by the Us hereunder. You shall provide to Us a copy of the Auditor's audit report within fifteen (15) days of receipt thereof.

In the event that through an audit as provided for herein it is determined that there has been an overpayment by You due to inaccurate or incomplete Exploitation Reports (excluding any discrepancies caused by inaccurate or incomplete Statements provided by You), We shall promptly remit to You the full amount due. If the amount of any error in Your favour is five percent (5%) or more of the amount paid to Us for the last twelve (12) months, then We shall also pay the reasonable and customary costs or expenses incurred by You in reviewing and/or auditing said records, provided that the overpayment identified by the Audit exceeds 2,000€ (two thousand euros).

Audits. Gamevestor and Project Owner, if any audit is conducted pursuant to the terms set forth above, shall use their best efforts to avoid disturbing the business of the other during the said audit and provide full assistance to the other, and not impede the audit.

On this respect, Gamevestor and Project Owner respectively acknowledges that the books and records contain confidential trade secret information. Neither Gamevestor and Project Owner, or any other representatives shall communicate at any time to any others or use on behalf of any other person, firm or corporation any facts or information obtained as a result of any such examination of the said books and records.

SECTION 13. WHAT ABOUT YOUR INTELLECTUAL PROPERTY RIGHTS ON THE PROJECT ?

Ownership. Your Intellectual Property Rights pertaining to your Project, and your Content remain Yours. We do not own the Content You post on the Gamevestor Website, submit to Us and/or that pertains to the Project.

For the purpose of this Section, Content shall mean any content, assets, features related to the Project, including but not limited to marketing and/or promotional material related to the Project, including

without limitation trailers, teasers, making-of videos, gameplay videos, screenshots, artworks, visual assets, texts, and any other creative material, as well as any Rewards offered to Backers.

License Grant. However, You grant Us a worldwide, non-exclusive, royalty-free, sublicensable license to use your Project and Content, in whole or in part, for the following purposes:

- to properly perform Our Services;
- to promote and market the Project;
- to promote and market the Gamevestor Website and its activities and services in general (for example, by publishing case studies, success stories or portfolio showcases);
- to showcase our community;
- to ensure the proper functioning of the Gamevestor Website.

This license is granted for the duration of the exploitation of the Project, regardless of by whom. For the limited purpose of Gamevestor's archives, records and institutional promotion, this license shall continue for the duration of the Intellectual Property Rights pertaining to the Project and Content.

This License is granted in consideration of the Services provided by Us under these Project Owner Terms.

Scope of the License. Under this license, We may:

- reproduce and display the Project, the Content and/or the Rewards, in whole or in part, on the Gamevestor Website and on any other media or support deemed appropriate;
- make technical or editorial modifications such as editing, translating, reformatting, excerpting, provided that such modifications do not distort the substance of the Content or misrepresent it;
- create derivative materials based on the Project, the Content and/or the Rewards, such as promotional assets, features or videos;
- reproduce and display Your logos, trademarks and corporate name on the Gamevestor Website and on any other media or support deemed appropriate;
- authorize third parties to share or reproduce excerpts of the Project, the Content and/or the Rewards published on the Gamevestor Website for strictly non-commercial purposes, provided that such uses comply with Our IP Policy (including attribution requirements), do not alter the said content and that You are credited and the Project as well.

Warranties and Responsibilities. You shall not submit any Project or Content for which You do not own the Intellectual Property Rights, unless You have obtained the necessary permissions to grant Us the rights contemplated herein.

You represent and warrant that the Project and the Content do not contain any third-party Intellectual Property Rights or proprietary rights, unless You have secured all required authorizations from the rightful owners and can pass those permissions to Us.

You are solely responsible for the payment of all royalties, license fees and other amounts owed to any third party in connection with Your Project and Content.

You further represent and warrant that Our use of the license granted above shall not infringe or violate any third-party rights, including (without limitation) intellectual property rights, privacy rights, publicity rights, contract rights, or any other proprietary rights.

SECTION 14. WHAT ABOUT CREDITS ?

Credits. The Project Owner shall include GAMEVESTOR's name and logo in the credits of the Project, in accordance with the graphic guidelines provided by GAMEVESTOR. In addition, the Project Owner undertakes to credit the names of all Investors and Backers in the Project's credits, unless a third-party publisher of the Project expressly refuses such crediting, in which case the Project Owner shall notify Gamevestor without undue delay.

Flash Screen. To the extent possible, the Project Owner shall also include a start-up screen ("Flash Screen") displaying Gamevestor's name and logo when the video game is released. While this display is not mandatory, it is strongly recommended as a way to highlight the contribution of Investors and Backers and the support provided by the Gamevestor Website. Gamevestor may provide the Project Owner with a ready-to-integrate solution for the Flash Screen. The exact display specifications (including, but not limited to, duration, placement, and resolution) shall be agreed in good faith between the Project Owner and Gamevestor.

SECTION 15. WHO IS LIABLE FOR WHAT ?

The Project Owner shall be liable for any damage, loss, claim, or liability incurred by Gamevestor, Investors, or Backers as a result of any breach by the Project Owner of these Project Owner Terms, or applicable law.

The Project Owner agrees to indemnify, defend and hold harmless Gamevestor, its affiliates, officers, employees, partners, and agents against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of the warranties set forth in this Section, any violation of applicable Regulations or third-party rights by the Project Owner, and any claim relating to the Project, the Content, or the Rewards, including product liability, intellectual property infringement, free-riding, unfair competition, consumer complaints, or regulatory actions.

To the maximum extent permitted by law, Gamevestor shall not be liable for the success or failure of a Campaign, the development, production, quality, or delivery of the Project or the Rewards, any indirect, consequential, special, or punitive damages (including lost profits or reputational damage), or any acts or omissions of third-party service providers, including payment partners and content creators.

However, Gamevestor shall be liable only for direct and actual damage, loss, claim, or liability incurred by the Project Owner as a direct result of the performance or non-performance of its Services. Gamevestor's obligations under these Project Owner Terms with respect to the Services are obligations of means, except for the preparation and delivery of Exploitation Reports and Milestone Reports, which are obligations of result.

In any event, Gamevestor's aggregate liability under these Project Owner Terms shall be strictly limited to the amount of the Success Fees actually received by Gamevestor from the Project Owner in connection with the relevant Campaign.

SECTION 16. WHAT HAPPENS IF THE SPV INVESTMENT AGREEMENT IS TERMINATED ?

The SPV Investment Agreement may only be terminated under strict conditions, it being understood that such termination is only relevant in the event the Campaign has been successful and the SPV has been incorporated.

Any termination of the SPV Investment Agreement by the SPV shall be deemed to occur at the initiative or upon the request of the Investors.

In all cases of termination of the SPV Investment Agreement, the Success Fee and Service Fee already paid or payable to Gamevestor shall remain definitively acquired by Gamevestor and shall not be refundable.

Upon termination of the SPV Investment Agreement, Gamevestor shall be fully and immediately released from any obligation to provide the Services to the Project Owner under these Project Owner Terms.

Further, should the SPV Investment Agreement be terminated for Buy-Back by the Project Owner or for material breach by the SPV, Gamevestor's Service Fee, as set forth in Section 11, will be due on the amount due to the SPV in connection with a Buy-Back or as a result of the termination for a material breach, upon issuance by Gamevestor of the corresponding invoice.

SECTION 17. CAN YOUR PROJECT PAGES BE SUSPENDED OR DELETED ?

Gamevestor may, at its sole discretion, suspend or permanently remove Project Pages in the event of:

- non-compliance with applicable Regulations (including unlawful content, breach of AMF requirements, infringement of intellectual property rights, etc.);
- fraud, misrepresentation, or provision of false or misleading information (including, without limitation, regarding the Project, the use of funds, or the Project team);
- breach of these Project Owner Terms (including, without limitation, dissemination of hateful content, offering prohibited rewards, or failure to comply with the Milestone Plan);
- receipt of a substantiated third-party notice or claim (including intellectual property infringement, complaints from Investors or Backers, or other rights violations);
- inactivity or material default by the Project Owner (including failure to provide updates or failure to perform its obligations).

If the suspension or deletion occurs before the Campaign has been successfully completed, the Campaign shall automatically be deemed unsuccessful.

If the suspension or deletion occurs after the Campaign has been successfully completed, Gamevestor shall retain the Success Fee, and the SPV may, at its discretion, terminate the SPV Investment Agreement in accordance with its terms and the applicable Bond issuance documentation.

SECTION 18. WHAT MUST STAY CONFIDENTIAL ?

The Project Owner and Gamevestor undertake to keep strictly confidential and not to disclose to any third party, without the prior written consent of the other Party, any non-public information of any kind, whether written, oral or in any form whatsoever, relating to the Project, the Campaign, the SPV, the SPV

Investment Agreement, the Investors, the Bond issuance documentation, or the Services provided under these Project Owners Terms (the “**Confidential Information**”).

Confidential Information includes, without limitation: the Milestone Plan, the SPV Investment Agreement and related Bond documentation, the terms and conditions of the financing, any financial or business data relating to the Project (including budgets, forecasts, Net Revenues and Net Revenue Share), Exploitation Reports and Milestone Reports, information regarding Investors or Backers, as well as any technical, commercial, marketing, or strategic information disclosed by one Project Owner or Gamevestor to the other in the performance of these Project Owners Terms.

The obligation of confidentiality shall not apply to information that (i) is or becomes public other than through a breach of this Section; (ii) is lawfully obtained from a third party not bound by a confidentiality obligation; (iii) is independently developed by the receiving Party without reference to the Confidential Information; or (iv) must be disclosed pursuant to a legal, regulatory or judicial obligation, in which case the disclosing party shall notify the other party without undue delay.

Each party shall ensure that its employees, advisors and authorized collaborators having access to Confidential Information are bound by equivalent confidentiality obligations.

The confidentiality obligations under this Section shall remain in force for a period of seven (7) years following the end of the Campaign, whether successful or not.

SECTION 19. OTHERS

Modification of the Project Owner Terms. Gamevestor may modify these Project Terms at any time, particularly to comply with new laws or regulations, to improve the Gamevestor Website, or to reflect changes in the Services offered.

Project Owner must refer to the single online version available at the time of consultation, which will automatically be deemed the latest version of these Terms.

Project Owner acknowledge and agree that any access to or use of the Gamevestor Website after modification of the Project Terms constitutes acceptance of the modified Project Terms.

Such modifications shall take effect immediately upon publication on the Gamevestor Website.

Gamevestor may not modify these Project Owner Terms at without prior written approval of the Project Owner, formalized through an amendment.

Notwithstanding the above, the Gamevestor Website host and/or LEMONWAY may also amend their own terms and conditions at any time. The parties acknowledge and agree that such amendments shall automatically be mirrored in these Project Owner Terms, upon written confirmation (email being sufficient).

Entire Agreement. These Project Owner Terms constitute the entire agreement between the Project Owner and Gamevestor with respect to the Services, unless specific Project Terms have been signed between the Project Owner and Gamevestor during the Onboarding Process. In such event, the signed Project Terms shall supersede this Project Terms and any updated and changed version of the online Project Terms.. They supersede all prior communications, understandings and proposals, whether oral, written or electronic, relating to the same subject matter.

Severability. If any provision of these Project Owner Terms is found to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the Project Owner Terms otherwise remain in full force and effect. The failure of either party to exercise any right under these Project Owner Terms shall not be deemed a waiver of such right or of any other rights.

Assignment. These Project Owner Terms are personal to the Project Owner. The Project Owner may not assign, transfer or sublicense any of its rights and obligations under these Project Owner Terms without the prior written consent of Gamevestor. Gamevestor may freely assign, transfer or delegate its rights and obligations under these Project Owner Terms without the Project Owner's consent. Notification of such assignment shall be provided by email, in writing, or by posting a notice on the Gamevestor Website.

Force Majeure. Neither Gamevestor nor You shall be liable for any delay or failure to perform their obligations under these Terms due to an event of force majeure, as defined in Article 1218 of the French Civil Code. The obligations so suspended shall resume once the effects of the event causing the failure have ceased, within a period consistent with prevailing circumstances.

Survival. The termination or expiration of these Project Owner Terms shall not affect any rights or obligations of either Party which, by their nature or by express provision, are intended to survive such termination or expiration. Without limitation, the following provisions shall survive: Sections 1, 5.3, 6.2, 8, 9, 11, 12, 13, 15, 16, 17, 18 and 19.

Governing Law and Jurisdiction. These Project Owner Terms are governed, interpreted and enforced in accordance with French law. The French language shall prevail in the interpretation of these Project Owner Terms in case of dispute. Subject to mandatory provisions of law, the courts within the jurisdiction of the Court of Appeal of Paris shall have exclusive jurisdiction over any dispute arising out of or relating to these Project Owner Terms.