

JUDGE SERVICE AGREEMENT (JSA)

Between

TOURNAMENTCENTER BVBA

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This Agreement is between:

1. **TOURNAMENTCENTER BVBA**, with offices at Oudenaardsesteenweg 283 bus 1 in B-9420 ERPE-MERE (Belgium) and registered in the Belgian KBO under 0550.767.384, hereby represented by Mr. Wouter Maenhaut, Managing Director;

hereinafter referred to as “tournamentcenter”; and

Mr./Mrs. _____,

resident at _____ (street, n°, box)

_____ (postal code, city, country)

hereinafter referred to as “the Judge”.

1 Scope of

- 1.1 tournamentcenter will engage the Judge to provide services in which he has developed the necessary skills to guarantee that the games (i.e. as described and organized by tournamentcenter) could take place in accordance with the rules of the game.
- 1.2 This agreement wants to regulate the collaboration between tournamentcenter and the judges who wants to provide their services during an event. The event can be described as a place where different games are organised, for which judges are needed to observe that the rules of the game are being followed.
- 1.3 The engagement of the Judge shall be for the duration of the event and dependent on the occupation of the games.

Each commission of the Judge shall be set out in attached **Addenda** (one addendum per event) to this Agreement (the “Services”) and the Judge agrees to provide the Services in accordance with the terms of this Agreement.

2 Services

- 2.1 The Judge is member of a pool of people who are able to deliver services subject to this agreement.
- 2.2 The Judge needs to have for their particular levels the skills, as described by the tournament organizer in the application procedure.

3 Providing the Services

- 3.1 The Judge must ensure that the Services are provided:
 - 3.1.1 with all reasonable care and skill;
 - 3.1.2 with the degree of skill and diligence which would be expected from a skilled and experienced person engaged in the same type of business;
 - 3.1.3 efficiently and in a timely manner; and

3.1.4 in a lawful and proper manner.

3.2 The Judge must:

3.2.1 keep such records of the work as tournamentcenter or its clients may reasonably require;

3.2.2 provide any information regarding the Services as tournamentcenter may reasonably require.

4 Location

4.1 The Services will be delivered in the locations, as mentioned in the attached **addendums**. The Judge accepts to travel to this place, for the purpose of carrying out this agreement.

5 Fees and expenses

5.1 The Judge will be entitled a fee for providing the Services per working day, once the Services have been delivered, as stated in the **attached addendums**.

5.2 The Judge may also choose to receive compensation in-kind. In that situation the Judge will be fully liable for possible administration requirements, VAT application or all other tax requirements and payment.

5.3 All fees and compensation are exclusive of VAT. tournamentcenter will pay to the Judge the VAT as may be chargeable from time to time subject to receipt by tournamentcenter of an appropriate VAT invoice.

5.4 All expenses made for execution of this Agreement will be borne by the Judge.

5.5 No sums will be due from tournamentcenter to the Judge for providing the Services other than those set out in this Agreement.

6 Services not provided in accordance with this Agreement

6.1 If the Judge is proven to not provide the Services (or any part of them) in accordance with this Agreement, tournamentcenter may choose (at its sole discretion and without prejudice to any other remedies it may have):

6.1.1 to not pay any fee in respect of such Services; or

6.1.2 to require the Judge to remedy matters at its own expense whether by providing such Services in accordance with this Agreement or otherwise.

6.2 If tournamentcenter chooses to require the Judge to remedy matters, then (without prejudice to any other rights or remedies it may have):

6.2.1 no fee will be due from tournamentcenter in respect of the Services in question until matters have been remedied; and

6.2.2 the fee due once matters have been remedied will not exceed the fee that would have been payable had the Services (or part of them) been provided initially in accordance with the Agreement.

7 Confidentiality

7.1 During and after the Judge's engagement by tournamentcenter, it must not unless required to do so by law, protected in doing so by a legal right of protected disclosure or doing so in properly providing the Services:

- 7.1.1 use any of tournamentcenter' or its clients trade secrets or confidential information for any purposes other than tournamentcenter'; or
 - 7.1.2 disclose any of tournamentcenter' or its clients trade secrets or confidential information to any person.
- 7.2 "Confidential information" is all the information that is not made public by tournamentcenter itself or a third party who is allowed by tournamentcenter to do so, and that is specific for the tournamentcenter business model. All the communication and information shared between tournamentcenter and Hasbro SA (the owner of the game) had to be considered as confidential information.

8 Data protection and monitoring

- 8.1 The Judge accepts that tournamentcenter may need to process personal data about the Judge and the Judge consents to tournamentcenter processing such data for any purpose tournamentcenter considers reasonable in connection with the engagement. If the Judge requires further information about the processing carried out by tournamentcenter, it/he should contact tournamentcenter' Managing Director (info@tournamentcenter.eu) in the first instance. Any other use would need the explicit consent of the Judge.

9 Insurance

Without prejudice to its obligations under this Agreement or otherwise at law, the Judge must maintain, with well established insurers with a good reputation, a public liability insurance for each and every claim or series of claims from the same originating cause.

- 9.1 tournamentcenter suggests the Judge to notify its insurers of its obligations under this Agreement and of tournamentcenter' interest before entering this Agreement and that it will repeat these notifications every time it renews its insurance.
- 9.2 tournamentcenter suggests the Judge to maintain the required public liability insurance from the date of this Agreement until the expiry of two years after the termination of its engagement.
- 9.3 As and when required to do so by tournamentcenter or its clients, the Judge will produce evidence to show that its insurance obligations under this Agreement have been met.

10 Intellectual property and proprietary rights

- 10.1 tournamentcenter will be entitled to ownership, copyright, design rights and all other intellectual property and proprietary rights in the Materials and the Judge assigns all such rights to tournamentcenter, for events organized by tournamentcenter.
- 10.2 During Bazaar of Moxen events, Magic Bazar will be entitled to ownership, copyright, design rights and all other intellectual property and proprietary rights in the Materials and the Judge assigns all such rights to Magic Bazar.
- 10.3 During Channel Fireball events, Channel Fireball will be entitled to ownership, copyright, design rights and all other intellectual property and proprietary rights in the Materials and the Judge assigns all such rights to Channel Fireball.
- 10.4 "Materials" include, without limitation, any documents, reports, studies, data, diagrams, charts, specifications or computer programs and related copies and working papers, if the taks is specifically requested by a staff member of tournamentcenter or its clients.

11 Force majeure

- 11.1. *Force majeure* shall mean any unforeseen event which is beyond the reasonable control of the Parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arises after the date of signature of this Agreement and which prevents performance of this Agreement, in whole or in part, by either party.
- 11.2. If an event of *force majeure* occurs, performance of the Parties' obligations under this Agreement shall be suspended for the duration of the delay caused by the event of *force majeure* and the period of performance shall be automatically extended, without any penalty, for an equal period.
- 11.3. The party claiming *force majeure* shall promptly inform the other party to this effect in writing, explaining its reasons for doing so.
- 11.4. If an event of *force majeure* occurs, the Parties shall immediately consult with one another with a view to finding an equitable solution and shall use all reasonable efforts to minimise the consequences of the occurrence. If the conditions of *force majeure* prevail for more than 2 days and the Parties have been unable to reach an equitable solution, the other party shall have the right, pursuant to article 12.2, to terminate this Agreement without notification or indemnification.

12 Termination

- 12.1 The Agreement is of definite duration and terminates automatically at the moment the last day of services mentioned in article 1.2 of the present Agreement.
- 12.2 tournamentcenter has the right to terminate the Agreement at any given time and without having to specify a reason or breach and without compensation, given a written notification (by email, mail, fax or otherwise) to the Judge ('termination for convenience').
- 12.3 tournamentcenter may also terminate the Judge's engagement immediately without notice if the Judge:
 - 12.3.1 is in breach of this Agreement; or
 - 12.3.2 is unable or fails to provide the Services during 1 day during his engagement or;
 - 12.3.3 defaults substantially on its obligations under this Agreement or has not taken corrective action within 3 working days of a written reminder with reference to this Agreement.Upon termination of its engagement the Judge must: return immediately all items of tournamentcenter' property which the Judge has in its/his possession in connection with the engagement (including any security pass, disks, tapes, documents or copies of documents).
- 12.4 For the avoidance of doubt, the termination of the Judge's engagement (however arising) will not affect:
 - 12.4.1 any rights or obligations which have accrued up to the date of termination; or
 - 12.4.2 any rights or obligations which expressly or impliedly survive the termination of the engagement.

13 Restrictions

- 13.1 The Judge will not at any time during the engagement or within 3 months of its termination (either on its/his own account or for any other person, firm or company) whether directly or indirectly:
- 13.1.1 encourage or try to encourage any Client to withdraw its custom from tournamentcenter or its clients;
- 13.2 “Client” means any person, firm or company who in the six months before the encouragement, solicitation or attempt in question was a client of tournamentcenter with whom the Judge had significant contact by reason of or in connection with the engagement.
- 13.3 The Judge will not at any time during the engagement or within 3 months of its termination (either on its/his own account or for any other person, firm or company) whether directly or indirectly entice away or try to entice away from tournamentcenter or its clients any employee of tournamentcenter working in a managerial, financial, technical, sales or marketing capacity who was employed by tournamentcenter or its clients at the date of such enticement or attempt and who was known to the Judge by reason of or in connection with the engagement.
- 13.4 “Competitor” means any person, firm or company who is carrying on business in competition with tournamentcenter.

14 Status

- 14.1 The Judge is not an agent of tournamentcenter and (unless otherwise agreed in writing) will have no right to make contracts or enter any engagements on tournamentcenter' behalf.
- 14.2 None of the provisions of this Agreement can be interpreted as indicating the intent of the Parties to form a company, association or joint venture.
- 14.3 This agreement is an agreement for a self-employed person. The Judge fulfils their assignment according to the briefings of tournamentcenter. The Judge handles independently as can be expected from someone in his position. Nothing in this Agreement should be construed as giving rise to an employment relationship between tournamentcenter and the Judge.
- The Judge declares that he complies with all legal rules to execute his activities and more in particular the commission subject of this agreement. The judge declares in particular that he complies with applicable social and tax legislation/contributions. The Judge accounts to the appropriate authorities for any income tax or national insurance contributions due in whatever jurisdiction in respect of sums payable by the Judge in connection with this Agreement.
- 14.4 In the event that the Judge does not complies with the legislation as mentioned in clause 13.4 of this agreement, the Judge must safeguard tournamentcenter for each claim that is instituted against tournamentcenter.
- 14.5 The Judge commits himself to compensate tournamentcenter for each damage and to safeguard tournamentcenter for all indemnifications, losses, liabilities, damages, costs or expenses that tournamentcenter could suffer from a requalification of this agreement in an employment agreement.

15 Miscellaneous

- 15.1 This Agreement, together with its Annexes, contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.
- 15.2 Any amendments to this Agreement, as well as any additions or deletions, must be agreed in writing by both the Parties.
- 15.3 Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 15.4 Any failure or delay by a Party in exercising any right under this Agreement, any single or partial exercise of any right under this Agreement or any partial reaction or absence of reaction by a Party in the event of a violation by the other Party of one or more provisions of this Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that Party's rights under this Agreement or under the said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a Party, this waiver cannot be invoked by the other Party in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.
- 15.5 All notices and other forms of communication required under this Agreement must be in writing and delivered or sent to the receiving Party (i) by hand through a reputable courier service, (ii) by fax with a confirmation report, or (iii) by registered mail (return receipt requested) to the address indicated below:

To the Service Judge:

(name & first name) _____

(street, n° & box) _____

(postal code & city) _____

(country) _____

To the Company:

tournamentcenter BVBA
Oudenaardsesteenweg 283 B1
9420 Erpe-Mere
Belgium

Any notice shall be considered to have been delivered to the receiving Party's address on the date of delivery if delivered in person, upon confirmation if sent by fax and 3 working days following the date of mailing if sent by registered mail.

- 15.6 Either Party may change the address to which notices are to be delivered or sent by giving the other Party written notice to this effect in the manner set forth herein.

15.7 This Agreement is executed in separate copies, each of which is deemed an original and all of which taken together constitute one and the same agreement. Translations into any language other than English may be made but are for the sake of convenience only, even when executed by one or both Parties.

16 Applicable law and Jurisdiction

16.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be governed by and construed in accordance with Belgian law, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to be applicable.

16.2. All disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be submitted to the exclusive jurisdiction of the Belgium courts.

Done in Erpe-Mere in two originals, on 17/10/2016

SIGNED on behalf of Tournamentcenter,

SIGNED on behalf of the Judge,

Inventory of Addendums:

| 1 addendum for each tournament where Judge is contracted.