

EVENT CANCELLATION AND FORCE MAJEURE PROVISIONS

These Event Cancellation and Force Majeure Provisions ("Provisions") apply to the "Island Influence" event ("the Event") taking place in Santorini, Greece from May 15-18, 2025, organized by B4Battle LTD ("the Company") in collaboration with Volkan Enterprises.

These Provisions are incorporated by reference into all agreements related to the Event, including but not limited to Influencer Participation Agreements, Sponsorship Agreements, and Vendor Contracts.

Important: These Provisions establish the rights and obligations of all parties in the event of cancellation, postponement, or modification of the Event due to circumstances beyond the reasonable control of the Company.

1. DEFINITIONS

- Force Majeure Event:** Any circumstance beyond the reasonable control of the Company that prevents, hinders, or delays the performance of the Company's obligations, including but not limited to:
 - Natural disasters (earthquakes, volcanic eruptions, tsunamis, floods, storms);
 - Extreme weather conditions that make travel to or within Santorini unsafe;
 - Epidemics, pandemics, or public health emergencies;
 - Acts of terrorism, war, civil unrest, or political instability;
 - Government actions, restrictions, or regulations that prohibit or severely restrict the Event;
 - Labor disputes or strikes affecting transportation or essential services;
 - Significant transportation disruptions affecting access to Santorini;
 - Failure of essential utilities or services at Event venues;
 - Fire, explosion, or structural damage to Event venues;
 - Any other circumstance that makes it impossible, illegal, or commercially impracticable to hold the Event as planned.
- Cancellation:** The complete termination of the Event without rescheduling.
- Postponement:** The rescheduling of the Event to a later date.
- Modification:** A significant change to the Event format, duration, location, or activities.
- Participant:** Any individual or entity that has entered into an agreement with the Company related to the Event, including influencers, sponsors, vendors, and contractors.

2. FORCE MAJEURE

- If a Force Majeure Event occurs, the Company shall not be deemed to be in breach of any agreement related to the Event, and shall not be liable for any failure or delay in performing its obligations.
- Upon the occurrence of a Force Majeure Event, the Company shall:
 - Notify all Participants as soon as reasonably practicable;
 - Use reasonable efforts to mitigate the effects of the Force Majeure Event;
 - Provide regular updates to all Participants regarding the status of the Event;
 - Make a determination regarding Cancellation, Postponement, or Modification within a reasonable time.

3. The Company's determination regarding the existence and impact of a Force Majeure Event shall be final and binding, provided such determination is made in good faith.

3. EVENT CANCELLATION

1. The Company reserves the right to cancel the Event if:
 - a. A Force Majeure Event occurs that makes it impossible, illegal, or commercially impracticable to hold the Event;
 - b. Insufficient participation by influencers or sponsors makes the Event commercially unviable;
 - c. Any essential venue or service becomes unavailable and cannot be reasonably replaced;
 - d. Any circumstance arises that would significantly compromise the safety, security, or experience of Participants.
2. In the event of Cancellation, the Company shall:
 - a. Notify all Participants in writing as soon as reasonably practicable;
 - b. Provide an explanation for the Cancellation;
 - c. Address the consequences of Cancellation as specified in Section 6 of these Provisions.

4. EVENT POSTPONEMENT

1. The Company reserves the right to postpone the Event if:
 - a. A Force Majeure Event occurs that temporarily prevents the Event from proceeding as scheduled;
 - b. The Company reasonably believes that postponement would allow the Event to proceed successfully at a later date;
 - c. Essential participants, venues, or services are temporarily unavailable but would be available at a later date.
2. In the event of Postponement, the Company shall:
 - a. Notify all Participants in writing as soon as reasonably practicable;
 - b. Provide an explanation for the Postponement;
 - c. Propose new dates for the Event within 90 days of the original dates, if possible;
 - d. Consult with key Participants regarding the feasibility of the new dates;
 - e. Confirm the new dates within 30 days of the Postponement notice, if possible.
3. If the Event cannot be rescheduled within 180 days of the original dates, it shall be deemed Cancelled, and the provisions of Section 3 shall apply.

5. EVENT MODIFICATION

1. The Company reserves the right to modify the Event if:
 - a. A Force Majeure Event occurs that affects some but not all aspects of the Event;
 - b. Certain venues, activities, or services become unavailable but suitable alternatives exist;
 - c. Regulatory or safety requirements necessitate changes to the Event format or activities;
 - d. The Company reasonably believes that modification would allow the Event to proceed successfully in a different format or location.
2. Modifications may include, but are not limited to:
 - a. Changing the Event location within Santorini;
 - b. Reducing the duration of the Event;
 - c. Altering the schedule or sequence of activities;
 - d. Replacing certain challenges or activities with alternatives;
 - e. Adjusting the number of participants;
 - f. Converting in-person elements to virtual formats where appropriate.
3. In the event of Modification, the Company shall:
 - a. Notify all Participants in writing as soon as reasonably practicable;
 - b. Provide an explanation for the Modification;
 - c. Describe the nature and extent of the Modification;

- d. Address any material impact on Participants' obligations or benefits.
- 4. If a Modification fundamentally alters the nature or value of the Event, Participants may have the rights specified in Section 6 of these Provisions.

6. CONSEQUENCES OF CANCELLATION, POSTPONEMENT, OR MODIFICATION

6.1 For Influencers:

- a. **Cancellation:** If the Event is cancelled, the Influencer Participation Agreement shall terminate automatically. Influencers shall have no obligation to create content or participate in any activities. Any content already created shall remain subject to the ownership and license provisions of the Influencer Participation Agreement.
- b. **Postponement:** If the Event is postponed, the Influencer Participation Agreement shall remain in effect for the new dates, provided the Influencer confirms availability within 14 days of notification of the new dates. If the Influencer cannot participate on the new dates, the Agreement shall terminate without penalty to either party.
- c. **Modification:** If the Event is modified in a manner that fundamentally alters the Influencer's role or the value of participation, the Influencer may terminate the Agreement without penalty by providing written notice within 7 days of being notified of the Modification. If the Influencer does not terminate, the Agreement shall continue with respect to the modified Event.

6.2 For Sponsors:

- a. **Cancellation:** If the Event is cancelled, the Sponsorship Agreement shall terminate automatically. Sponsors shall have no obligation to provide in-kind contributions not yet delivered. The Company shall provide appropriate recognition of the Sponsor's commitment in any public statements regarding the cancellation.
- b. **Postponement:** If the Event is postponed, the Sponsorship Agreement shall remain in effect for the new dates, provided the Sponsor confirms continued participation within 14 days of notification of the new dates. If the Sponsor cannot participate on the new dates, the Agreement shall terminate without penalty to either party.
- c. **Modification:** If the Event is modified in a manner that significantly reduces the Sponsor's visibility or the value of sponsorship, the Sponsor may:
 - a. Terminate the Agreement without penalty by providing written notice within 7 days of being notified of the Modification; or
 - b. Negotiate in good faith with the Company for additional benefits or reduced contributions commensurate with the modified Event.

6.3 For Vendors and Contractors:

- a. **Cancellation:** If the Event is cancelled, vendor and contractor agreements shall terminate automatically. Payment shall be due only for services already rendered or expenses already incurred.
- b. **Postponement:** If the Event is postponed, vendor and contractor agreements shall be adjusted to the new dates where possible. If a vendor or contractor cannot provide services on the new dates, the Company shall make reasonable efforts to find a replacement without penalty to the original vendor or contractor.
- c. **Modification:** If the Event is modified, vendor and contractor agreements shall be adjusted as necessary to accommodate the modified Event. If the modification significantly reduces the scope of services required, the Company shall provide reasonable notice and compensation for any non-recoverable costs already incurred.

7. LIMITATION OF LIABILITY

- 1. In the event of Cancellation, Postponement, or Modification due to a Force Majeure Event, the Company shall not be liable for any of the following:
 - a. Loss of anticipated profits or opportunities;
 - b. Consequential, indirect, or special damages;
 - c. Costs, expenses, or other losses incurred by Participants in preparation for the Event;
 - d. Any third-party claims against Participants related to the Cancellation, Postponement, or Modification;
 - e. Any other losses that could not have been reasonably foreseen by the Company.
- 2. The Company's maximum liability to any Participant for Cancellation, Postponement, or Modification shall be limited

to:

- a. For Influencers: Any direct, documented travel expenses already incurred that cannot be refunded or credited;
- b. For Sponsors: The value of in-kind contributions already delivered that cannot be returned or repurposed;
- c. For Vendors and Contractors: Payment for services already rendered and direct, documented expenses already incurred that cannot be recovered.

8. INSURANCE

1. The Company shall maintain appropriate event cancellation insurance for the Event.
2. All Participants are encouraged to obtain their own insurance to cover potential losses related to Cancellation, Postponement, or Modification.
3. The existence of insurance shall not affect the rights and obligations set forth in these Provisions.

9. DISPUTE RESOLUTION

1. Any dispute arising from the application or interpretation of these Provisions shall be resolved in accordance with the dispute resolution procedures specified in the underlying agreement between the Company and the Participant.
2. If no such procedures are specified, the dispute shall be resolved through good faith negotiation, followed by mediation, and if necessary, arbitration in Athens, Greece, in accordance with the rules of the Athens Chamber of Commerce and Industry.

10. GOVERNING LAW

1. These Provisions shall be governed by and construed in accordance with the laws of Greece, without regard to its conflict of law principles.

11. SEVERABILITY

1. If any provision of these Provisions is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that these Provisions shall otherwise remain in full force and effect and enforceable.

12. ENTIRE AGREEMENT

1. These Provisions, together with the underlying agreement between the Company and the Participant, constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior agreements, understandings, or negotiations.

Contact Information:

For any questions or concerns regarding these Provisions, please contact:

Georgios Karamatsoukas

Director, B4Battle LTD

Email: george@b4battle.com

Tel: +306988538171