



Żory,

LEASE AGREEMENT OF ENTERTAINMENT MACHINES no.

This contract for the rental of entertainment machines (hereinafter referred to as "the Agreement") has been concluded on in between:

- 1. JackManTech Jacek Nowak with registered office in Żory, Os. Sikorskiego PU-15A, 44-240 Żory, entered in The Register of Entrepreneurs of The National Court in the City of Żory, with the number NIP: 6511601005, REGON: 277882264, hereinafter referred to as "the Lessor"

and

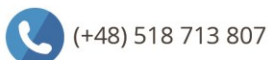
- 2.
.....
hereinafter referred to as „the Lessee”

The Lessor and Tenant will be referred to collectively as the "Parties" in the further part of the Agreement, and each of them individually as a "Party".

§1

Subject of the Agreement

- 1. The Lessor lends, and the Lessee accepts machines for use in the territory of Estonia and is obliged to pay the rent and maintenance fees.
- 2. With day the Lessee is entitled to use following devices:
 - ✓ Robot – Robot Wars, serial number:
 - ✓ Robot – Crazy Cars, serial number:
 - ✓ Hero – Panda Parkour, serial number:





- ✓ Hero – Speed Boat, serial number:
- ✓ Water – Water Shooter: serial number:
- ✓ Water – Fishing Challenge: serial number:

§2

Purpose of the Agreement

1. The Lessee is entitled to use entertainment machines in accordance with its purpose and operating instructions.
2. Any change in the way machines are used requires the prior written consent of the Lessor.
3. The Lessee is not entitled to make any changes, especially improvements in any machine without the prior written consent of the Lessor.
4. In the event when the Lessee changes the way machines are used or the Lessee makes changes, in particular improvements to the machines without the prior written consent of the Lessor, the Lessor is entitled to demand a contractual penalty for each violation of EUR 1,000.00 (one thousand euros).
5. If using the machine for the purpose specified in paragraph 1 will require obtaining any approvals, licenses, or concepts expressed in any form or incurring costs, The Lessee will be required to obtain the required consents, licenses or concessions or to incur costs on his own.

§ 3

Declaration of the Lessor

1. The Lessor states that only the Lessor is entitled to the ownership of the machines.
2. The Lessor assures that he has full ability to conclude the Agreement and fulfill obligations resulting therefrom.



§ 4

Declaration of the Lessee

1. The Lessee ensures that:
 - a) He has full ability to conclude the Agreement and fulfill obligations resulting therefrom;
 - b) at the time the Agreement is concluded, there is no enforcement proceedings against him, no bankruptcy is announced, no ant restructuring proceedings to approve the arrangement, and there are no grounds for initiating any of the above-mentioned proceedings. In the event of any circumstances causing the necessity to initiate any of the proceedings, the Lessee will notify the Lessor immediately;
 - c) conclusion and performance of the Agreement does not constitute and will not result in violation of applicable law, legally binding court decisions or final administrative decisions to which the Lessee is subject, or any contract to which the Lessee is a Party;
 - d) he will diligently take care about performance of this Agreement as a result of the professional nature of his business;
 - e) conclusion of the Agreement does not require the consent of the Lessee's authority.

2. The Lessee declares that he is familiar with the state of the machines, fully accepts it and does not raise any objections.

§ 5

Lease of the Machine

1. The machine along with the documentation will be issued to the Lessee on the date of conclusion of the Agreement, which will be confirmed by the Parties by signing the acceptance protocol, to which the Parties will attach the photographic documentation prepared on the day of issuing the machine.



2. The Parties agree that the release of the machine along with the Lessee Documentation will take place at the premises of the Lessor or by handing the machine over to the person authorized by the Lessee or the Carrier.
3. All delivery costs needs to be covered by the Lessee, which is insurance for the time of the delivery and costs of sending the item, including the remuneration of the Carrier.

§ 6

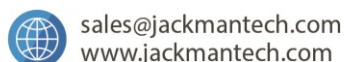
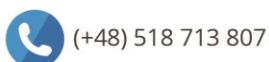
Rights and obligations of the Lessee

1. The Lessee is obliged to maintain the machine in a condition suitable for the agreed use during the Lease Period, to incur expenditures related to the use and carry out all repairs and maintenance of the machine in accordance with the Documentation.
2. The Lessee will perform the activities referred to in paragraph 1 with the utmost diligence proper to these activities.
3. The Lessee bears sole responsibility for damages resulting from his repairs, maintenance or outlays related to the use of the machine, or failure to do so.
4. The Lessee will allow the Lessor, his employees, co-workers or contractors to access the machine in order to verify the use of the Machine by the Lessee at any time.
5. The Lessee informs the Lessor immediately, not later than within 3 Calendar Days about the detected defect or any damage to the Machine.
6. The Lessee is liable to the Lessor for damages to the Machine resulting from the Lessee's actions or omissions, as well as third parties.

§ 7

Lease Period

1. The contract has been concluded for the Basic Lease Period, i.e. for the period from the date of conclusion of the Agreement.
2. After the Basic Lease Period, the Agreement is extended to a further Lease Period, i.e. for an indefinite period.





§ 8 Rent

1. For using the machine The Lessee, will pay the Lessor a monthly payment in the amount of 35% of the total monthly profit. The amount of payment depends on the number of games played during the full calendar month.
2. The payment will be calculated on the last day of each month using the application to monitor the number of slips. The Lessor will issue a payment invoice to the Lessee based on data collected by the JM Operator application.
3. The monthly cost of running the JM Operator application is € 4.00 for one device. This cost will be divided between the Lessor and the Lessee. In accordance with the division rate, the Lessor will pay a monthly fee of € 1.4 - equal to 35% of the amount. The rest of the costs of running the application, i.e. € 2.6, will be covered by the Lessee monthly.
4. The invoice for subscription of the application will be issued separately, at the same time as the invoice for the rental of machines.
5. The Lessee has the right to inspect and control the data collected by the JM Operator application on the basis of which invoices will be issued.
6. The Lessor is obliged to issue and send an electronic invoice at the beginning of each month.
7. The Lessee agrees to settle the invoice by the 10th day of each month on the Lessor's account with the number PL 73 maintained by the ING bank.
8. The Lessee authorizes the Lessor to issue invoices without the Lessee's signature and send them to the following e-mail address:

§ 9 Maintenance fees

1. The Lessee shall provide, at his own expense and on his own, the supply of media necessary to use the machines in accordance with the Agreement.
2. In order to fulfill the obligation set out in paragraph 1 of this paragraph, the Lessee shall enter into appropriate agreements with utilities suppliers and provide equipment



necessary for the delivery of utilities, as well as perform ongoing repairs and maintenance of appointed devices.

3. The Lessee will cover all necessary maintenance fees.

§ 10 Subletting

1. The Lessee may sublet the machine or offer free use to a third party only with prior written consent of the Lessor.
2. The Lessee is not entitled to transfer the rights and obligations under the Agreement to a third party or organized part of the enterprise, which will include the rights resulting from the Agreement, without the prior written consent of the Lessor.

§ 11 Sale of the machine

1. The Lessee has the right to buy the machine from the Lessor. The machine can be bought back only after the machine and its payment has been settled from the current and previous calendar month. Amounts for the purchase of machines are determined by the Lessor and are included in Annex No. 2 attached to this Agreement. The attachment contains all necessary information regarding the device specification and the period during which the machines can be bought by the Lessee.

§ 12 Deposit

1. In order to secure the proper performance of the Agreement, the Lessee shall pay, within 7 Calendar Days from the date of conclusion of the Agreement, a Deposit of to the Lessor bank account with number PL 73 *
2. Deposit does not apply *

(*) delete where inapplicable



§ 13

Insurance

1. The Lessee shall insure himself in a recognized insurance company against all events, in the event of which he could be held liable for damages caused to other persons in connection with the use of the machine, as well as in the event of loss or damage of the machine.
2. The Lessee undertakes to conclude an insurance contract and maintain a valid insurance throughout the Lease Period.

§ 14

Termination of the Agreement

- 1) The Lessor may terminate the Agreement without notice before the end of the period for which it was concluded in the cases specified in the Agreement and if:
 - a) The Lessee will be in arrears with the monthly payment, for at least two months or due with any other charges meant to be covered by the Lessee stated in the Agreement;
 - b) The Lessee will make changes, including improvements in the machines without prior written consent of the Lessor;
 - c) despite a written warning from the Lessor, the Lessee will use the machine for a purpose other than specified in the Agreement;
 - d) The Lessee will sublet or give away a machine, on a third legal basis, to the use of a third party without the prior written consent of the Lessor;
 - e) The Lessee transfers the rights and obligations under the Agreement to a third party or transfers to a third party an organized part of the enterprise, which will include rights under the Agreement, unless the Lessee has obtained the Lessor prior written consent to the third party's rights and obligations resulting from the Agreement;
 - f) In the case of continued use of the machine by the Lessee or leaving it, despite the expiration or termination of the Agreement of any things, such use is not considered as an extension of the lease.



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§ 15

Return of the machine

1. The Lessee is obliged to return to the Lessor the machine along with the documentation, after termination or expiration of the Agreement, in the condition in which it was received, including normal wear and tear.
2. The Lessee must reassure that upon returning the machine to the Lessor all damage caused by the Lessee will be removed.
3. The Lessee is obliged to empty and return the machine to the Lessor in a condition consistent with the provisions of paragraph 1 and 2 above, within 7 (in words: seven) Calendar Days from the date of termination or expiry of the Agreement.
4. Return of the machine will be confirmed by the acceptance protocol signed by both Parties.

§ 16

Confidentiality

1. The Lessee undertakes not to disclose and not transfer Confidential Information to third parties.
2. The Lessee's obligation includes in particular:
 - a) keeping Confidential Information secret;
 - b) taking actions - to the utmost diligence - in order to secure the secrecy of Confidential Information, to prevent disclosure of Confidential Information to third parties, in particular by using physical safeguards for Confidential Information (including access control of individual representatives, advisers, employees, associates) and persons acting on behalf of this information) and an obligation to keep Confidential Information separate from other documents and data received from the Lessor;
 - c) limiting access to Confidential Information only to its own representatives, advisers, employees and co-workers whom making the Confidential Information available is necessary in order to conclude or implement the Agreement;



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- d) the obligation of the persons indicated in paragraph c) confidentiality of Confidential Information received in writing prior to its disclosure;
 - e) refraining from any forms of using the Confidential Information of the Lessor in any way.
3. The Lessee also undertakes that he will not use Confidential Information for any other purpose than the performance of the Agreement. The Lessee agrees to be liable for any breach of obligations under this paragraph by any of the persons referred to in paragraph 2. point c) in the same way as for their own violation of these obligations. The Lessee undertakes to repair any damage suffered by the Lessor as a result of the Lessee failing to exercise due diligence in the performance of the obligations referred to in this paragraph.
4. The Lessee's obligation to keep Confidential Information confidential shall not apply to information:
 - a) which were made public directly by the Lessor;
 - b) which were obliged to be made public according to provisions of law;
 - c) which must be transferred or disclosed on the basis of a decision of a competent authority of state or local government;
 - d) disclosed by the Lessor in any way to third parties without any obligation of confidentiality;
 - e) or the disclosure of which the Lessee has obtained the prior consent of the Lessor, the consent in question must be made in writing, otherwise might be ineffective.
5. The Parties agree that the Lessee's breach of any of the prohibitions of disclosing Confidential Information will entitle the Lessor to demand from the Lessee payment of 10,000.00 € (in words: ten thousand euros) as a contractual penalty for each violation.
6. A demand for payment of a contractual penalty referred to in the preceding paragraph does not exclude the possibility of the Lesser seeking damages on general terms. The obligations indicated in paragraph 1 - 3 above bind the Parties during the term of the Agreement, but also after the execution, termination or withdrawal from it by any of the Parties.



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§ 17
Contact

1. The Parties are obliged to inform each other in writing about changes of the address for deliveries, no later than within 7 Calendar Days from such change. If this condition is not met by any of the Parties, delivery to the last known address will be considered effective.
2. The person entitled to make contact on the behalf of the Lessor is Jacek Nowak, available by phone +48 691 772 779 and e-mail address jacek@jackmantech.com.
3. The person entitled to make contact on the behalf on the Lessee is available by phone and e-mail address or as a substitution

§ 18
Law

1. The contract shall be governed by the law of the Republic of Poland, in particular in matters not covered by the Agreement, the relevant provisions of the Civil Code shall apply.
2. The Parties agree to exclude the application to the Agreement of the Vienna Convention on the International Sale of Goods of 1981.

§ 19
Jurisdiction of the Court

In the event of any disputes arising from or related to the Agreement, the Parties shall first attempt to resolve them amicably within 1 (one) month from their occurrence, and if such attempt does not result, each Party may request that such dispute be resolved by the Court of General Jurisdiction due to the location of the Lessor.



§ 20

Completeness of the Agreement

1. The Agreement terminates and replaces all other written or oral arrangements, agreements and understandings of the Parties to the extent covered by it, which are now hereby terminated by law.
2. The Parties declare that there are no additional agreements or arrangements regarding the subject matter of the Contract outside of the Agreement.

§ 21

Final Provisions

1. All changes, additions to the Contract and attachments to the Agreement, must be made in writing under risk of nullity.
2. The Agreement contains 3 attachments, which constitute its integral part.
3. The parties are obliged to inform each other in writing about changes of the address for deliveries, no later than within 7 days from making such change.
If this condition is not met by any of the Parties, delivery to the last known address will be considered effective.
4. The contract was drawn up in two identical copies, one copy for each of the Parties.

The Lessor

(Date and signature)

The Lessee

(Date and signature)



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