

CONDITIONAL CONTRACT
to conduct a survey on the players

Concluded in Warsaw, on August 16th 2016, by and between:

CI Games S.A. with its registered office in Warsaw, ul. Puławska 182, 02-670 Warszawa, NIP (tax identification number): 1181585759, REGON (National Business Registry number): 017186320, entered into the National Court Register (KRS) conducted by the District Court of Warsaw in Warsaw, 13th KRS Economic Division under the KRS number: 0000282076, represented by:

Mr. Marek Tymiński - President of the Board,

hereinafter referred to as '**THE PRINCIPAL**'

and

.....

represented by

.....

hereinafter referred to as '**THE COMMISSIONED PARTY**'

hereinafter jointly referred to as '**the Parties**' and each one of them separately '**the Party**',

referred to as '**the Contract**' and of the following content:

RECITALS

§ 1

1. The Principal declares that he seeks a qualified subject that has experience in preparing and conducting surveys among video games players and who would conduct a survey among a designated sample of players concerning a game entitled 'Lords of the Fallen' published by the Principal.

2. The Commissioned Party declares that it shall accept and perform the subject of the Contract set down in § 4 on terms set forth herein and that it has adequate potential, technical knowledge and experience to duly perform the Contract.

§ 2

Due to the Principal's application for subsidy of the project within the framework of 1.2 Smart Growth Operational Programme - Sectoral R+D programmes, GameINN (competition 3/1.2/2016/POIR; GAMEINN-1 before the National Centre for Research and Development), the Parties are concluding a Conditional Contract, the legal effects of which shall occur after the future and uncertain event (the condition) described in § 13 herein, have materialized.

THE OBJECT AND PURPOSE OF THE CONTRACT

§ 3

1. The object of the Contract is to prepare and conduct a survey on thirty (30) players of the 'Lords of the Fallen' game, according to the following parameters:
 - a) The designated target group: thirty (30) players;
 - b) Time of the game session: not longer than three (3) hours;
 - c) Platform: PC;
 - d) Required data that need to be registered in each game session:
 - i) Gameplay (video),
 - ii) Controller input (video),
 - iii) Player face (face cam),
 - iv) Game metrics (text files generated by game).
2. By this Contract, the Commissioned Party undertakes to perform for the benefit of the Principal the survey set down in point 1 hereinabove, according to the parameters defined in point 1 hereinabove. The Principal shall pay the Commissioned Party a remuneration which is described in § 8 hereinbelow, after having received without reservations the recorded results of said survey (point 1d).

TIME LIMITS FOR THE PERFORMANCE OF THE CONTRACT

§ 4

The Parties hereto agree that the Commissioned Party will begin performance of the Contract not later than December 31st 2016 and will complete it not later than on January 31st 2017

FUNDAMENTAL OBLIGATIONS OF THE COMMISSIONED PARTY

§ 5

1. Pursuant to the Contract, the Commissioned Party is obliged to perform the Contract maintaining the highest professional standards.
2. The Commissioned Party is obliged to perform the Contract in such a manner as upon every request made by the Principal it shall be possible to determine the current stage of work and to present by the Principal its potential objections regarding the nature, direction etc. of the works performed by the Commissioned Party ensuing from this Contract.
3. The Parties agree that in relation to the object and the purpose of this Contract known to the Commissioned Party, in the event of nonperformance by the Commissioned Party of the essential obligations ensuing from the Contract, the Principal shall be obliged to commission the said obligations to a third party at the expense and risk of the Commissioned Party (substitutive performance).
4. The Commissioned Party shall be liable for the performance of the Contract. The liability shall not be excluded nor limited by partial performance of the works by subcontractors hired by the Commissioned Party. The Commissioned Party shall be held responsible for the actions and omissions of the said subcontractors and other persons whom the Commissioned Party entrusts with the performance of particular works, as if the said actions and omissions were made by the Commissioned Party.
5. The Commissioned Party, before the conclusion of the subcontractor agreements mentioned

in point 4 hereinabove, is obliged to present the Principal with all information on the subcontractors and to present the Principal with the draft of the subcontractor agreement. What is more, the Commissioned Party is obliged to obtain the Principal's written consent prior to concluding contracts with the subcontractors.

6. The amount of the Commissioned Party's obligations ensuing from the concluded subcontractor agreements shall not exceed the amount of remuneration ensuing from this Contract.
7. The Commissioned Party is obliged to inform the Principal of all the changes regarding the subcontractors that shall occur during the performance of the Contract.

§ 6

1. What is more, the Commissioned Party shall provide by itself and at its own expense all the necessary hardware and software for gathering the data stated in point 1d.
2. With the exception of the provisions of point 1 hereinabove, the Commissioned Party shall perform the Contract with the use of its own materials.

§ 7

In all the matters related with the performance of the Contract, the Commissioned Party's representative shall be:

REMUNERATION AND PAYMENT

§ 8

1. The Parties unanimously agree that the Commissioned Party's remuneration for the performance of the Contract shall be **PLN** (in words: **PLN**) gross, and this includes the Value Added Tax (with the rate of 23%) in the sum of PLN
2. The remuneration set down in point 1 hereinabove shall be a lump sum and shall constitute full remuneration of the Commissioned Party for the duly performed Contract.
3. In the event of nonperformance or lack of due diligence or partial performance of the Contract, the remuneration mentioned in point 1 hereinabove shall be adequately reduced, especially reduced by the value of the non-performed part of the Contract, irrespective of the reason behind the said partial nonperformance.

§ 9

The Parties agree that the payment of the remuneration mentioned in § 8 point 1 hereinabove shall be made once, within ... days since the day the Principal receives a properly issued VAT invoice, by a bank transfer to a bank account of the Commissioned Party specified in the VAT invoice. The payment day shall be the day the Principal's bank account shall be charged.

§ 10

The Principal may decline the final receipt of the works if not all the works have been performed, or if the Principal observes during the receipt some crucial faults related to the performance of the works. In the said situation the Principal shall set an appropriate date for the Commissioned Party until the lapse of which all the outstanding works shall be finished and all the faults removed. After the Commissioned Party performs all the outstanding works and removes all the faults, the Principal is obliged to set another date for the final receipt. The Principal in the said situation maintains the right to contractual penalty described in § 11 hereinbelow.

LIABILITY OF THE PARTIES. CONTRACTUAL PENALTIES

§ 11

The Commissioned Party is obliged to pay the Principal contractual penalty in the event of:

- a) a delay in the performance of the specified herein Object and Purpose of the Contract, the penalty shall be in the amount of 0.5% of the agreed upon gross remuneration for every day of delay in relation to the date specified in § 4 of the Contract;
- b) a delay in removing the faults determined during the receipt - the penalty shall be in the amount of 0.5% of the agreed upon gross remuneration for every day of delay, counted since the date set for the removal of faults;
- c) the Principal withdraws from the Contract for the reasons related with the Commissioned Party - the penalty shall be 30% of the agreed upon gross remuneration.

§ 12

1. The Principal reserves himself the right to seek supplementary compensation on general terms when the amount of the damage exceeds the amount of the reserved in § 11 contractual penalties.
2. The Parties unanimously declare that claims arising from contractual penalties shall be immediately due, and the Principal shall be entitled to deduct the contractual penalties from the amount of remuneration payable the Commissioned Party without presenting additional declarations.

CONDITION

§ 13

1. The Parties decide that the legal effects of the Contract shall occur only under the condition that the future and uncertain event (the condition precedent) described in point 2 hereinbelow, have materialized.
2. By the term 'future and uncertain event' mentioned in point 1 hereinabove, the Parties understand the joint occurrence of the following events:
 - a) The Principal receives the subsidy for the project that includes in its scope the services stipulated in this Agreement as part of 1.2 Smart Growth Operational Programme - Sectoral R+D programmes, GameINN (call for proposals 3/1.2/2016/POIR; GAMEINN-1); and
 - b) the acceptance of the Commissioned Party by the National Centre for Research and Development, in accordance with the rules and principles of the Sectoral R+D programmes, GameINN.
3. To avoid any doubt, the Parties confirm that in the event the condition does not fulfill and materialize by (date), the condition shall be deemed as not fulfilled and not materialized, thus the Contract shall not result in the intended legal effects. What is more, the Parties confirm that the fulfillment and materialization of the condition mentioned in this paragraph shall mean the realization and fulfillment of more than one of the events described in paragraph 2 a)-b).

FINAL PROVISIONS

§ 14

1. The Parties unanimously declare that they shall spare no effort to solve all the potential disagreements that may arise during the realization of this Contract by amicable settlements achieved by means of immediate negotiations held in good faith.
2. In the event the amicable settlement is not possible, the disputes shall be settled by the Court of proper venue for the registered office of the Principal.

§ 15

All the changes and supplements to this Contract shall be made in writing or shall otherwise be null and void.

§ 16

The Parties present the following addresses for serving and correspondence:

The Principal

CI Games S.A.
ul. Puławska 182
02-670 Warszawa

The Commissioned Party

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§ 17

Upon the conclusion of the Contract, the Contract supersedes any prior oral or written agreements and understandings between the Commissioned Party and the Principal.

§ 18

The Contract has been drawn up in two identical copies, one for each of the Parties.

§ 19

The following attachments shall be an integral part of this Contract:

- 1. The Commissioned Party's Offer - Attachment No.1.*

THE PRINCIPAL

THE COMMISSIONED PARTY