



SALE AND PURCHASE AGREEMENT

42/2018

(The "Agreement")

Entered into by and between:

A. FOTONAUT s.r.o.

A company established and existing under the laws of the Czech Republic,
Company ID No. 24705578, Company VAT No. CZ24705578,
With its registered seat at Na Příkopě 393/11, Staré Město, 110 00 Praha 1, Czech Republic
(The "Seller")

AND

B. KOŠICE REGIÓN TURIZMUS

A company established and existing under the laws of Slovakia
Company ID No. 42319269, Company VAT No. 2023656833
With its registered seat at Hlavná 48, 04001 Košice, Slovakia
(The "Buyer")
(Hereinafter together referred to as the "Parties")

The Parties agree as follows:

1. Subject of this Agreement.

1.1. Based on the Buyer's previous order the Seller shall sell to the Buyer and the Buyer shall purchase from the Seller custom made FOTONAUT device and licenses to software contained therein, specified in Exhibit A (the "FOTONAUT Specification") and at the prices stated below.

2. Purchase price; payment

2.1. The price was set upon the agreement of the Parties to the amount of EUR 12.000 (in words: twelve thousand Euro) (the "Purchase Price").



- 2.2. Within seven (7) days following the execution of this Agreement by the Parties, and as a condition precedent to the effectiveness hereof, Buyer shall pay the full amount of the Purchase Price via the bank transfer in favour of the Seller's bank account IBAN CZ 20 5500 0000 0050 1103 3433.
- 2.3. In case the Buyer fails his obligation to pay the price in terms stipulated above, the Seller is authorized to charge a delinquency fee in amount of 0,02% of the Purchase Price per day until the amounts are paid.
- 2.4. The Buyer shall pay all taxes, fees and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the Purchase Price.
- 3. Delivery; Title; and Risk of Loss.**
- 3.1. The Seller shall ship FOTONAUT within seven (7) days from the payment of the Purchase Price by the Buyer. The Purchase Price is considered to be paid in the moment of its crediting to the Seller's bank account.
- 3.2. The Seller shall deliver FOTONAUT CIF (Cost, Insurance and Freight) to the address specified by the Seller and title to and risk of loss of the FOTONAUT will pass to the Buyer upon such delivery by the Seller.
- 3.3. Delivery address:
- Košice Región Turizmus
Hlavná 48
04001 Košice
Slovakia
Contact person: Attila Török
- 3.4. In case of delivery of damaged shipment the Buyer shall refuse the shipment and inform the Seller without any undue delay. Receipt of the evidently damaged shipment will void the warranty.
- 3.5. In case the Buyer wants to return FOTONAUT for reasons other than the Seller's fault, the Seller is authorized to charge a restock fee in amount of EUR 2.000.
- 3.6. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date set by the transporter.
- 3.7. The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.



4. Software License

- 4.1. The FOTONAUT includes various electronic devices managed by custom made software developed by the Seller and its subcontractors. The Seller hereby declares its exclusive rights to license the software to the Buyer.
- 4.2. The Seller reserves its right to make software changes and updates to improve reliability, function, or design.
- 4.3. The FOTONAUT is basically sold with offline software service plan, which includes the following features:
 - 4.3.1. Photo printing; and
 - 4.3.2. Software updates
- 4.4. Any troubleshooting assistance under offline software service plan is subject to additional fee of EUR 60. In case the troubleshooting is evaluated as a technical malfunction, the fee is not charged. Technical online support is available from Monday to Friday 9:00 to 19:00 CET.
- 4.5. The Buyer is authorized to use FOTONAUT online software service plan for initial 12 months period for free commencing on the date of conclusion of this Agreement. The online service plan includes following features:
 - 4.5.1. Photo printing;
 - 4.5.2. Software updates;
 - 4.5.3. Sending photos and GIFs to e-mail;
 - 4.5.4. Sharing photos and GIFs to common social networks through mobile app;
 - 4.5.5. Online remote management of device and events;
 - 4.5.6. Mobile application for downloading and sharing photos;
 - 4.5.7. Unlimited data transfer via the server to send email;
 - 4.5.8. Unlimited online storage to share GIFs on facebook; and
 - 4.5.9. Technical online support, including remote management. Technical online support is available from Monday to Friday 9:00 to 19:00 CET. Any other troubleshooting assistance is subject to



additional fee of EUR 60. In case the troubleshooting is evaluated as a technical malfunction, the fee is not charged.

- 4.6. After expiration of the initial period for online service software plan, the Buyer may continue in using the online service software plan for €39.99/month or €399/year.
- 4.7. In case the Buyer does not agree on using the online software service plan after the initial free period, the Seller shall remove online features automatically and the Buyer is authorized to use all offline features listed in Article 4.3 above without any limitation.

5. Warranties

- 5.1. FOTONAUT is custom made device and as such its visual close-up may vary in inessential details. Some particular parts of FOTONAUT are hand crafted. For the reason stated above the FOTONAUT is being sold "as is".
- 5.2. FOTONAUT has a limited warranty for 12 month following the date of its delivery to the Buyer. Any and all malfunctions and/or complaints claims shall be exercised by the Buyer and put forward to the Seller.
- 5.3. The Buyer is forbidden to make any mechanical modifications. Violation of this provision will void the warranty and may be considered as a breach of the Seller's trademarks, registered design and other intellectual property. Such violation may be subject of legal action and remuneration of potential losses.
- 5.4. The Buyer is forbidden to make any software modifications. Violation of this provision will void the warranty and will be considered as a breach of the software license and Seller's intellectual property rights. Such violation may be subject of legal action and remuneration of potential losses.
- 5.5. The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to any use of FOTONAUT in contradiction with the instructions.
- 5.6. The Seller will not be liable for any loss caused by the malfunction of particular part of FOTONAUT produced by the third party and covered by its manufacturer's warranty. The claims arising from the warranty of the third party parts may be claimed in any authorized service of the manufacturer of the respective part.
- 5.7. In case of FOTONAUT malfunction, the Seller is not liable for any loss of profits related to Buyers events and activities for the period when the device is out of operation or during the warranty repairs of FOTONAUT.
- 5.8. In no event will the Seller's liability exceed the price the Buyer paid to the Seller.



- 5.9. No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.
- 5.10. Unused FOTONAUT may be returned within 30 days from its delivery to the Buyer. The Seller may charge shipment and restocking fee. By using the FOTONAUT the right of the Buyer to return the FOTONAUT expires.

6. Territory; Presentation and Resale

- 6.1. The Buyer agrees to use FOTONAUT only on territories outside the Czech Republic.
- 6.2. Violation of provision 6.1 is considered as a substantial breach of this Agreement and the Seller is authorized to:
- 6.2.1. Bring legal charges preventing the Buyer from using or re-selling FOTONAUT in the territories specified above;
 - 6.2.2. Remotely de-active FOTONAUT; and
 - 6.2.3. Charge penalty in amount of EUR 1.500 for each violation of provision 6.1 above.
- 6.3. The Buyer agrees that it will not divert, use, export or re-export FOTONAUT contrary to law of the country of the Buyer's origin.
- 6.4. The Buyer agrees to use company name and company identity different from FOTONAUT and shall refrain from any presentation of its services, which may cause confusion with the Seller's brand and identity.
- 6.5. The Buyer may use references, awards, reference photos, logo, product photos, product video and video advertisement (the "**References**") of FOTONAUT only upon the prior written consent of the Seller and based on the agreement of the Parties, specified in Exhibit B (the "Marketing Materials Licence Agreement"). Under no circumstances the References may be used in connection with or transferred to entity other than the Buyer.
- 6.6. In case of breach of the provisions 6.5 above, the Seller is authorized to de-activate FOTONAUT until the violation is not rectified and charge the penalty in amount of EUR 1.500 for each proven breach of the provision 6.5.
- 6.7. In case of the resale of the FOTONAUT to third party, the Buyer is shall ensure that the acquirer shall comply with terms and conditions of this agreement or enters the agreement with the Seller directly.



7. Import and Customs Declaration

- 7.1. FOTONAUT consists of parts specially designed and manufactured by the Seller and parts from the third party suppliers. The parts from the third party suppliers are sold to the Buyer on the basis of the separate agreements and installed with the prior notice and consent of the Buyer.

8. Final Provisions

- 8.1. The laws of the Czech Republic (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.
- 8.2. A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in the courts of the Czech Republic.
- 8.3. The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 8.4. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the Parties.
- 8.5. All exhibits referenced in this agreement and terms and conditions located on <http://www.thefotonaut.com/en/terms-and-conditions/> (the "Terms and Conditions") are made a part of this agreement.
- 8.6. No amendment to this Agreement will be effective unless it is in writing and signed by both parties.
- 8.7. This Agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.
- 8.8. This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.
- 8.9. Each party of this Agreement is signing this agreement on the date stated opposite that party's signature.



FOTONAUT

In Prague on May 4th, 2018
On behalf of the Seller:



Martin Prošek
Executive Director
FOTONAUT s.r.o.

In *KOŠICE* on *4.5.2018*
On behalf of the Buyer:





EXHIBIT A FOTONAUT SPECIFICATION

TECHNICAL DETAILS

- + Fotonaut the photobooth, protected by industrial design [SN: 33170418-12541-00012017]
- + DSLR camera Canon EOS 100d [SN: 023074030241]
- + Professional lens Canon 24mm f2,8 [SN: 5501101692]
- + High speed digital photo printer Mitsubishi CP-D70DW [SN: 630096M]
- + High quality LCD touch screen ELO with LED backlighting [SN: D16H010606]
- + The second independent professional industrial LED screen Lilliput [SN: 1014B78416002]
- + Compact Mini-PC MSI [SN: MSB 096FBS0102846]
- + Professional studio flash light [SN: 002287]
- + Flash light umbrella
- + Substation wiring
- + Fans

FOTONAUT SOFTWARE

- + User friendly interface
- + Photo appearance adjustment
- + Camera settings access
- + Adjustable countdown settings
- + Color and black/white photoshoot
- + Digital form storage
- + Facebook, Twitter, Instagram, Pinterest, Snapchat, Flickr and e-mail sharing
- + Multilingual versions
- + Layout selection (1, 2, 3, 4 or 6 photos on a single printed copy)
- + Chroma key photoshoot and settings
- + Embedding overlay image / brand / logo / product on each photo
- + Adjustable picture size (10×15 or 15×20 cm)
- + GIF animations, video, boomerang and slow motion „shooting“
- + Adjustable subject and body of shared e-mail and collecting e-mail for marketing purposes
- + Automatic corrections of photo aspects
- + Remote access to your Fotonaut via PC

In Prague on May 4th, 2018

On behalf of the Seller:



Martin Prošek
Executive Director
FOTONAUT s.r.o.