

ZÁPISNICA

z rokovania výkonného výboru občianskeho združenia
Slovenská asociácia elektronických športov
IČO 42 272 769, so sídlom v 841 04 Bratislava, Karlova Ves, Fakulta elektrotechniky a informatiky
Slovenskej technickej
univerzity v Bratislave, Ilkovičova 2961/3, ktoré sa konalo
Dňa 24.6.2020 v Bratislave

Prítomní: Eduard Winkler, Karol Cagaň, Miroslav Kratochvíl, Ivan Trančík

Program rokovania :

1. Otvorenie, voľba orgánov rokovania zasadnutia,
2. Využitie platformy gamersafer
3. Smernica o univerzitnom športe
4. Platobná brána payout.one
5. Menovanie komisie rozhodcov

K bodu 1.

Pred otvorením rokovania, prítomných privítal Karol Cagaň, prezident OZ, ktorý na základe počtu prítomných členov konštatoval že zasadnutie výkonného výboru je uznášaniaschopné. Dôležité body nevyhnutné pre podpis ďalších zmlúv budú schválené aj mailovo formou per rollam hlasovania

Karol Cagaň, predložil program rokovania a dal hlasovať o schválení programu rokovania.

Bolo prijaté **UZNESENIE č. 1:**

Program rokovania bol jednohlasne schválený bez zmien.

Karol Cagaň, predložil návrh na zloženie orgánov rokovania nasledovne:

Predsedaajúci rokovania: Karol Cagaň

Overovatelia zápisu: Miroslav Kratochvíl, Eduard Winkler

Zapisovateľ: Karol Cagaň

Bolo prijaté **UZNESENIE č. 2:**

Predložený návrh orgánov rokovania bol jednohlasne schválený.

K bodu 2.

Karol Cagaň, predstavil členom VV projekt gamersafer, ktorý sa venuje evidencii členov, dátovej analýze profilov hráčov a overením identít hráčov. Karol Cagaň následne skonštatoval že členovia komisii organizátorov podujatí sú oboznámení s platformou gamersafer a jej nasadenie v rámci SAEŠ hodnotia veľmi pozitívne. Karol Cagaň následne požiadal VV o schválenie priloženého kontraktu s platformou gamersafer.

Bolo prijaté **UZNESENIE č. 3:**

VV jednohlasne schválilo zmluvu s platformou gamersafer, schválenie bolo potvrdené aj na per rollam hlasovaní.

K bodu 3.

Karol Cagáň, predložil upravenú smernicu o univerzitných športoch, navrhnutú spolu so študentskou radou vysokých škôl ako najvyššieho zástupného orgánu študentov vysokých škôl na Slovensku.

Bolo prijaté **UZNESENIE č. 4:**

VV jednohlasne schválil smernicu univerzitných športov, schválenie bolo potvrdené aj na per rollam hlasovaní.

K bodu 4.

Karol Cagáň informoval VV SAEŠ o nutnosti nadviazať spoluprácu s platobnou bránou s cieľom spracovania transakcii členských portálov v aplikácii gamersafer. VV SAEŠ boli predložené viaceré ponuky na platobné brány.

Bolo prijaté **UZNESENIE č. 5:**

VV poveril Karola Cagáňa začať obchodné jednanie s najlacnejšou z predložených platobných brán, s bránou payout one.

K bodu 5.

Eduard Winkler oboznámil VV SAEŠ so zámerom člena asociácie Csabu Zvaru rozvíjať a začať aktivizovať komunitu rozhodcov na Slovensku. Na základe predloženej vízie navrhol Eduard Winkler menovať Csabu Zvaru za dočasného predsedu komisie rozhodcov a poveriť ho zvolaním ustanovujúceho zasadnutia komisie rozhodcov SAEŠ.

Bolo prijaté **UZNESENIE č. 6:**

VV jednohlasne schválil nomináciu a menuje Csabu Zvaru za dočasného predsedu komisie rozhodcov a poveruje ho zvolaním ustanovujúceho zasadnutia komisie rozhodcov SAEŠ.



Karol Cagáň, predseda rokovania



Karol Cagáň,
zapisovateľ

Miroslav Kratochvíl
overovateľ

Eduard Winkler
overovateľ

SOFTWARE AS A SERVICE CONTRACT AGREEMENT

This Software as a Service Contract Agreement ("Agreement") is made and entered into on the 9th day of June, 2020 (the "Effective Date"), between GamerSafer Inc., a C-Corp ("Contractor"), incorporated under the laws of Delaware and SAES ("Client"), incorporated under the laws of Slovakia.

1. DESCRIPTION OF SERVICES

Beginning on June 9th 2020, Contractor will provide to Client the services described below (collectively, the "Services").

The Services stands for managing Client's user base through Contractor's platform (mobile app available for iOS and Android devices), including data collecting, storage and sharing defined by the respective terms of Service agreed between the parties.

The Services includes a payment management system allowing Contractor to charge service fees from users (including but not limited to membership fees, ticket sales, and other services).

2. AGREEMENT TERM

This Agreement, and work on all deliverables under this Agreement, will commence on the Effective Date and will remain in effect until the completion, acceptance and payment of all deliverables under the Agreement, or until terminated, in the manner described in clause 7 ("Termination").

3. Contractor's Responsibilities and Deliverables

The Contractor agrees to assist the Client in conducting the services listed on the clause 1, respecting all data privacy regulations required. Securing reasonable security efforts to prevent any incident and provide any technical support in timely matter.

Before making the services fully operational to users Contractor will, with Client support, conduct interoperability tests and collect Client's approval to roll-out the services.

3.1 The Contractor agrees to provide the above described services in a professional and workmanlike manner.

3.2 Any material changes to services under this Agreement and any additional resulting fees must be agreed upon by both parties in writing.

3.3 The Contractor represents that he has full authority to enter this Agreement, and that performance of this Agreement does not violate the legal rights of any third-party, any agreement between the Contractor and another party, or any law or regulation.

3.4 EXCEPT FOR AS SET FORTH, ALL DELIVERABLES WILL BE PROVIDED ON AN AS-IS BASIS. THE CONTRACTOR DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR RESULTS DERIVED FROM THE WORK.

4. Client's Responsibilities

4.1 The Client agrees to provide the Contractor with everything needed to complete the above described work in a timely manner, including, but not limited to:

- Assigning a decision-maker to oversee the project and be a point-person for the Client
- Assigning a support contact to oversee user related questions and interactions

4.2 The Client represents that they have full authority to enter this Agreement, and that performance of this Agreement does not violate the legal rights of any third-party, any agreement between the Client and another party, or any law or regulation.

5. COMPENSATION

5.1 Compensation

Client agrees to pay the Contractor a share of the revenue resulting from all paid activities incorporated on Contractor's platform including membership fees for a natural person and/or legal entities; ticket sales for online and offline events and tournaments; sponsorships; other services as described in clause 1 of this Agreement.

5.2 Percentages

The percentage of this share will vary based on the total revenue generated, following a progressive discount table:

First year of service – 10% of the gross revenue paid to Contractor.

Second year of service – 8% of the gross revenue paid to Contractor.

Third year of service – 5% of the gross revenue paid to Contractor.

For payments purposes the service start date will be determined by the official software release date, and mutually agreed.

5.3 Payments

Payments inside the platform will be automatically transferred to Client's bank account, discounting any third-party financial services fees such as credit card and transaction fees.

5.4 Billing / Invoicing

Contractor will send a separate bill/invoice to Client to collect its share in monthly basis.

5.5 Porting fee

Contractor's minimum customization cost is \$5.000,00. Client agrees to waive their part of revenue share and direct them to Contractor until this minimum porting fee is fully covered.

5.6 Minimum yearly payment:

Client agrees to pay a minimum deduction of \$1000/year from membership fees to partially cover Contractor operational costs.

5.7 Late Payments

Invoices paid after 30 days, for any reason including payment processing error, are subject to a 5% late fee, which will recur and accumulate each month the invoice is overdue.

6. Exclusivity

Client agrees to grant to Contractor the exclusive right of providing the services listed on clause 1 from three years starting on this contract effective date.

7. TERMINATION

If either party chooses to end this Agreement prematurely, they can do so without reason by providing 30 business days written notice. If the Client decides to terminate the project, Client agrees to pay Contractor any and all sums which are due and payable for services provided as of the date of termination. If the Client ends a contract between invoices, the Contractor will bill the Client an equitable amount on a pro-rated basis, based on the partially completed work.

If upon termination Client has not paid fees owed for the material, deliverables or services provided by Contractor as of the date of termination, Client agrees not to use any such material or the product of such service, until Client has paid Contractor in full.

If upon termination Client has not paid fees listed on clause 5.5, Client agree to make such payment in full.

Unless terminated in the manner above, this Agreement remains in full force and effect until the completion, acceptance and payment of all deliverables under the Agreement, or until terminated.

8. MISCELLANEOUS PROVISIONS

8.1 Confidentiality

Contractor acknowledges that they may be furnished with information relating to Client's business strategies, client list, pending projects, and other confidential information.

"Confidential Information" means all (i) nonpublic information (at the time of disclosure) disclosed by one party to the other party under this Agreement, provided such information is marked or indicated by the disclosing party to be confidential; (ii) and any information which ought reasonably be considered confidential. Contractor agrees not to disclose this confidential information unless required to by law or court order.

Contractor and Client acknowledges that all terms included in this contract are also considered confidential and cannot be disclosed.

8.2 Limitation of Liability

To the maximum extent allowable by law, Contractor shall not be liable for any loss of profit, incidental, consequential, indirect, special, punitive, or exemplary damages arising

out of, relating to, or incidental to services performed under this Agreement, whether those damages are based in tort, contract, statute, or other legal theory. Notwithstanding the above, in no event shall the Contractor's aggregate liability exceed the aggregate amount paid to the Contractor by the Client under this Agreement.

8.3 Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect of the original provision. In such an instance, the legality, validity, and enforceability of the remaining of the Agreement shall remain intact and unaffected.

8.4 Applicable Law

This Agreement shall be governed and construed according to the laws of the State of California. Each party irrevocably consents to the exclusive jurisdiction of the State of California for any matter arising out of or relating to this Agreement, except in actions seeking to enforce any order or judgment of such court.

8.5 Attorney's Fees

In the event of a dispute concerning this Agreement, the prevailing party is entitled to recover reasonable attorney's fees, costs and expenses with respect to the dispute and in any appeal.

8.6 Additional collaboration

Both parties agree to support each other in marketing opportunities including but not limited to case studies, white papers, quotes for promotional materials. This collaboration is in good faith to highlight Client's innovation and safety mindset and Contractor's technology suite to deliver such experience. The audience for those materials is other esports organizations, government entities and overall gaming community.

8.7 Entire Agreement

This Agreement represents the entire agreement between the parties, superseding any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both the Client and the Contractor.

IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Agreement to be duly executed and effective as of the Effective Date.


Rtamellini

Rtamellini (Jun 9, 2020 16:12 PDT)

Rodrigo Tamellini
GamerSafer

Jun 9, 2020

Date



Karol Cagan
SAES

29.6.2020

Date