

CONFIDENTIALITY AGREEMENT

Version s-1.12c

- between -

BattleKart Europe SA

- and -

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BETWEEN: BattleKart Europe, which has its headquarters at 20A rue du Valempez à 7711 Mouscron and is identified under company number BE 525.657.054, duly represented by Mr Sébastien Millecam.

Hereinafter referred to as the "Company".

AND: residing at
.....

The company
headquartered at
..... and identified under company
number duly represented
by in the capacity
of

Hereinafter referred to as the "prospective franchisee".

WHEREAS:

1. The main activity of the Company is the research and development, design and marketing of its products in the area of new technologies and augmented reality.
2. The Company has implemented a revolutionary concept for enhanced karting using augmented reality (called BattleKart), in operation since July 2015 and highly successful. It now wants to accelerate the development of this concept, specifically to other countries. In order to do so, the Company seeks prospective franchisees who want to operate BattleKart franchises.
3. The prospective franchisee is interested in the product developed by the Company and would like access to information to open a BattleKart centre. The prospective franchisee is in talks with the Company on that account.
4. With regard to these talks, the prospective franchisee wants to have access to a certain number of documents and information of a financial, technical and commercial nature relating to the Company and the "BattleKart" product (hereinafter referred to as the "Information").
5. The Company is willing to make the Information available to the prospective franchisee but subject acceptance in writing of a pledge of strict confidentiality (hereinafter "**the Agreement**"). The main purpose of

this Agreement is to prevent disclosure of the Information about the Project to third parties.

6. The Information which the prospective franchisee will have access to will cover, without being limited to:
 - financial planning for the Project,
 - forecasts or budgets,
 - intellectual property rights and specifically the set of computer software and the patent,
 - the BattleKart system technology and architecture,
 - contracts with suppliers and customers.
 - Draft contracts with potential customers and information on canvassing for new customers;
 - know-how,
 - marketing and communication projects.

7. The prospective franchisee may only make the information available to his advisers subject to the strict observance of the following concurrent conditions:
 - the Company has given its prior written consent;
 - this confidentiality agreement binding the Company and the third party is signed by the latter and an original copy of the agreement is submitted to the Company.

IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Purpose

1.1 The prospective franchisee recognises the economic value of the Information to the Company and therefore the discretion with which it must handle it.

1.2 The prospective franchisee undertakes to consider any written or verbal documents and information that form part of the Information that he has seen, heard or received, directly or through his shareholders, directors, bodies, employees, officials, representatives, agents, external advisors, subcontractors and, to any other person in his entourage, as confidential and strictly confidential.

1.3 The prospective franchisee undertakes to treat the Information in a strictly confidential manner, to take all reasonable measures to prevent the dissemination of the Information, and, without the prior written agreement of the Company, to refrain from:

- disclosing it to third parties by any means whatsoever;
- disclosing it to persons within his organisation who are not directly involved in making decisions about the franchise;
- reproducing it or having it reproduced in any form whatsoever and by any means whatsoever;

- in general, using it in any way other than for the purpose of the sole needs of the franchise or, generally, using it for commercial purposes.

1.4 Furthermore, the prospective franchisee shall ensure that any person he mandates or informs about his intention to set up a franchise with the Company (agents, external advisors, subsidiaries or other affiliated companies and subcontractors, or any other person) signs the same obligations as those set out in the Agreement, if said persons or companies become aware of the Information.

Article 2: Communication

The Company agrees to provide the prospective franchisee with the Information subject to the conditions described in the Agreement.

Article 3: Obligations of the prospective franchisee

3.1 The prospective franchisee undertakes to return to the Company on first request any medium, in whatever form, on which the Information is located, as well as any copy made of it, if any.

3.2 Insofar as the Information exists in computer form, the prospective franchisee will take all the necessary technical measures to ensure it is locked and make any reproduction impossible. He shall destroy this Information at the request of the Company if negotiations fail to come to fruition or if the prospective franchisee rejects the franchise offer.

3.3 Disclosure among the Parties of Information in accordance with the Agreement shall in no case be interpreted as conferring expressly or implicitly on the Party receiving it any right of ownership or use (under a license or by any other means) on the subjects, inventions or discoveries to which the Information relates.

Article 4: Term

4.1 The Agreement shall remain in force for the three (3) year term after notification of termination of the talks and negotiations or the termination of the Agreement by a Party.

To allow the deadlines to be calculated, the Company will notify the prospective franchisee of the termination of the negotiations by the latter or the end of the negotiations with the Company's shareholders.

4.2 The Agreement grants no exclusive rights to negotiate to the prospective franchisee.

Article 5: Public nature

5.1 The Information and documents referred to in the Agreement continue to be confidential inasmuch as they have not fallen into the public domain, through no fault of the prospective franchisee, or become accessible to the public, even on a restricted basis.

5.2 The Party receiving the Information will have no obligation and will not be subject to any restriction with respect to it, where:

- a. it has entered the public domain before or after its disclosure, but in this case, in the absence of any fault on the part of the receiving Party, or
- b. it has been lawfully received from a third party without any restrictions and in the absence of any violation of the Agreement, or
- c. it has been published without such publication constituting a violation of the Agreement, or
- d. it is used or disclosed with the written permission of the Party from which it emanates, or
- e. it is already in the hands of the Party receiving it, in which case the latter must provide evidence to that effect;
- f. it has already been developed by the Party that received the Information prior to its disclosure, in which case the latter shall provide evidence thereof, as the case may be.

5.3 In case of doubt about the public nature of the Information or of a document transmitted, the burden proof of confidentiality shall lie with the Company.

Article 6: Compensation clause

If the prospective franchisee breaches any provision of the Agreement, he shall pay a flat rate, irrevocable compensatory allowance of fifty thousand euros (€50,000) payable to the Company within eight (8) days of receiving a letter of formal notice sent by the Company to the prospective franchisee, notwithstanding the Company's right to claim any damages and/or interest for a greater amount if there is more significant damage.

Article 7: Assignment-Notification-Nullity

7.1 The rights and obligations arising from the Agreement may not be assigned to a third party without the express consent of the Company.

7.2 Any notification or written communication provided for by the Agreement shall be made by registered letter or be delivered by hand, with acknowledgment of receipt, to the address mentioned at the top of the Agreement, unless a Party has provided notification of a change of address.

The date to be taken into consideration is the date of acknowledgment of receipt, or, in case of refusal, the date of dispatch.

7.3 The invalidity of any provision of the Agreement shall not affect the validity of the other provisions of this Agreement. The Parties shall make every effort to replace the faulty provision with a provision having an equivalent economic purpose or effect.

Article 8: Negotiations

Negotiations and discussions between Parties will also be conducted confidentially and each party undertakes to keep its negotiations strictly confidential.

Article 9: Applicable law - Disputes

9.1. The confidentiality Agreement is subject to Belgian law.

9.2. Any dispute relating to its interpretation, performance, termination or breach will be settled by the Courts of Tournai.

Issued in, on / / in duplicate.

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The words "Approved":

Signature: