

# AGREEMENT FOR THE DELIVERY OF AN AI-BASED LEX-TECH OPTIMIZATION SOFTWARE

made on 1st of October 2025 in Amsterdam between:

**Client:** GOLEXAI Sp. z o.o., KRS 0001184748, NIP 7252357366, REGON 542268415, registered office: ul. Piotrowska 35, 90-410 Łódź, e-mail: kontakt@golexai.pl, represented by Maciej Rykowski hereinafter: the "Party A" / "GOLEXAI"

And

**Contractor:** Mr. Diogo Baptista (natural person), residing in Fred Petterbaan 15, 1019 JT Amsterdam, The Netherlands, Passport/ID: IAEBDU2H4, e-mail: diogobap@icloud.com – hereinafter: the "Party B" / the "Contractor",

## 1. Scope of Work

1. The Contractor shall design, build and deploy a dedicated AI Agent for a law firm in accordance with Annex 1 (Business Specification) and Annex 2 (Technical Annex) as provided by the Client.
2. Scope includes MVP delivery, testing, deployment, user training, handover of code and documentation, and post Go-Live support.
3. Any "Nice-to-Have" modules listed in the Specification may be added via an amendment.

## 2. Timeline & Acceptance

1. Milestones and dates are set out in Annex 3 (Milestones & Timeline).
2. Each stage ends with a Partial Acceptance Protocol; the Client has 5 Business Days to report defects; the Contractor shall fix (debug) without undue delay (when the defect is critical to the business operations) and within 5 Business Days (when the issue is non-critical to the business operations).

## 3. Fees & Payments

1. Total fee: **8520,00 PLN ≈ 2000,00 EUR** (netto, VAT not applicable).
2. In Annex 5 the payment terms and invoicing were described.
3. The Contractor, being a natural person not subject to VAT, issues a simple invoice/ receipt without VAT.
4. Tranches: 40% upon signature; 40% upon MVP acceptance; 20% upon final acceptance.
5. Payment term: 14 days; statutory interest for late payment applies.

## 4. Intellectual Property Rights

Upon full payment, the Contractor assigns all economic copyrights to the Client (source/ binaries, prompts, workflows, documentation, templates, configurations, interfaces) with the right to modify, distribute, sublicense, commercialize worldwide and in perpetuity.

## 5. Confidentiality & Non-Disclosure Agreement

Confidentiality applies per Annex 4 (NDA); valid for 5 years after termination.

## 6. GDPR, Security & Data Progressing Agreement

If personal data are processed, the Parties execute the Data Processing Agreement (DPA) in Annex 4.

Minimum security: EU-only hosting/processing, TLS/HTTPS, encryption at rest (sensitive columns), 90-day retention, audit logs, daily backups (≥7-day retention), monitoring.

## 7. Support, Warranty & Service Level Agreement



Post-go-live support: at least 30 days for critical defects; response times: critical 24h, medium-critical 72h, low-critical 5 Business Days. Further support under a separate SLA.

## **8. Liquidated Damages & Liability**

Delay: **PLN 500/day**; Intellectual Property breach: **PLN 5,000**; confidentiality/GDPR breach: **PLN 10,000**. Payment of Liquidated Damages does not limit the Client's right to claim additional damages. Liability cap: 100% of total fees (except willful misconduct/gross negligence and confidentiality/GDPR breaches).

## **9. Change Control**

Any change to scope or addition of "Nice-to-Have" modules requires a written amendment.

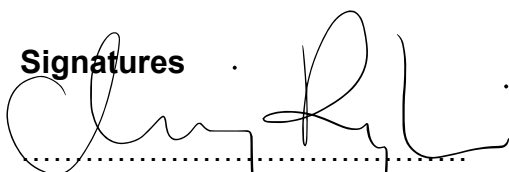
## **10. Termination**

Material breach not cured within 5 days after notice allows termination. Upon termination, Contractor delivers current code, repos, documentation and accesses; fee payable pro-rata for accepted work.

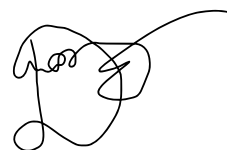
## **11. Governing Law & Jurisdiction**

Polish law; courts of Łódź, Poland. Written form required for amendments.

### **Signatures**



Maciej Rykowski, COO  
Członek Zarządu GOLEXAI sp. z o.o.  
Member of the Management Board  
for GOLEXAI sp. z o.o



(Contractor)

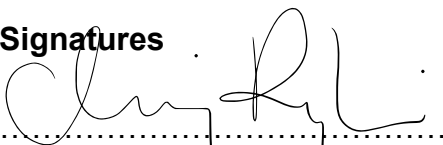
## **ANNEX 1 – Business Specification (MVP description & Nice-to-Have)**

As MVP the following is being understood in the scope of the present agreement:

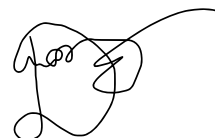
Phase I: Digital environment with AI Agent in 1–2 law specialties; DOCX/PDF ingestion/analysis/generation; drafts of pleadings/opinions; integration with Google Docs or Microsoft Word (at least one); basic GDPR compliance; administration panel; persona switching; basic client chat/form; simple reporting (document count, latency).

Phase II: Audio transcription, CRM integrations, advanced analytics/KPI, court-deadline reminders with calendar, multilingual support, training module, Integrations with external management and automation tools: (like Zapier, n8n), advanced anonymization, OCR for scanned bundles. **Decisive language is Polish.**

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## ANNEX 2 – Technical Annex (MVP & DevOps)

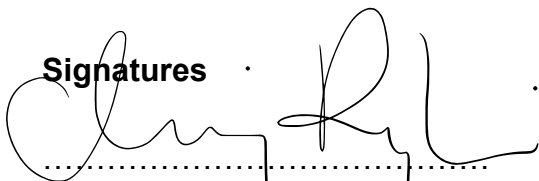
Required technical developments:

Simplified dashboard (UI) with the access to the different tabs, such as Overview, Chatbot AI, Documents/Cases, Analytics, Settings, Profile. Each of the aforementioned sections will provide the agreed functions. Overview with general data and summary on the cases/documents, AI activity, documents types and monthly productivity (which relates to the number of cases/documents handled). Chatbot AI - a pivotal function with the most important focus: real-time responses, documents analysis, documents creation with the integration of Microsoft Documents (.docx) or PDF. Further, Documents page providing general picture on all of the ongoing cases involving possibility to export to Microsoft Document/PDF, AI analysis, printing, and sharing features, altogether with a priority indicator. Analysis page that summarizes and visualizes the analytical data behind the project - documents generated, uploaded, analyzed. AI Chatbot usage time tracking, productivity, and accuracy. In the settings the most important feature will be RODO (equivalent of the GDPR in Poland) data export, deletion and management, data encryption and password management. **Eventual software language must be Polish.**

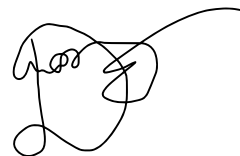
Frontend: web UI, Google SSO, roles (Admin/Lawyer). Backend: Django + PostgreSQL; authorization (SSO + tokens); conversation history; anonymization/deletion in admin. AI Agent (n8n): prompt editing, Knowledge Base uploads, draft generation (PDF/Word), prompt versioning. Integrations: import DOCX/PDF (+ basic OCR), export to Google Docs or MS Word (≥1 at MVP). Security/GDPR: EU-only hosting; TLS/HTTPS; encryption at rest (client data); 90-day retention; audit logs; DPA readiness. Split repositories (fe/be/n8n); README; EU deployment (e.g., Railway) compliant with GDPR; daily backups (≥7-day retention); monitoring (e.g., Sentry).

Acceptance: demo MVP; Google/MS + OCR; technical docs + handover of repositories/keys. Support: ≥30 days critical bug-fix.

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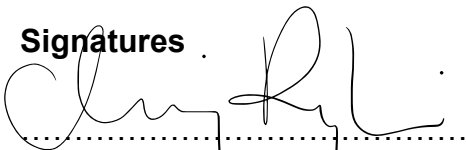


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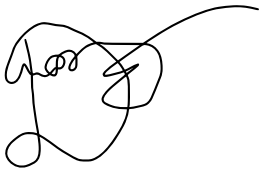
**ANNEX 3 – Milestones & Timeline**

Stage	Scope	Date	Acceptance
I. Design + Prototype	Concept UI, System architecture, repositories, prompts plan.	13.10.2025	UI approved, repositories live, test plan
II. MVP	Backend developed, n8n agent, SSO, DOCX/PDF integration, OCR, Google/ Microsoft export (≥1), logins, retention, backup, monitoring.	27.10.2025	Working MVP demo in test environment, technical documentation
III. Go-Live + Training	EU deployment, accounts and access, user training, keys/secrets handover.	3.11.2025	System live, testing and trainings done, deployment checklist signed
IV. Support	30-days support, debugging, stabilization.	3.12.2025	Stability report, critical tickets closed

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Member of the Management Board  
for GOLEXAI sp. z o.o



(Contractor)

## **ANNEX 4 – Non-Disclosure Agreement & Data Processing Agreement (in accordance to GDPR)**

### **A. NDA**

Between: GoLexAI SP. z o.o., KRS 0001184748, NIP 7252357366, REGON 542268415, registered office: ul. Piotrowska 35, 90-410 Łódź, e-mail: kontakt@golexai.pl, represented by: Maciej Rykowski – hereinafter: the “Party A” / “GOLEXAI”,

And

Mr. Diogo Baptista, Tax ID/NIP/KVK/EU-VAT: 547924677, address: Fred Petterbaan 15, 1019 JT Amsterdam, The Netherlands, e-mail: diogobap@icloud.com– hereinafter: the “Party B” / the “Contractor”,

jointly: the “Parties”, and individually: a “Party”.

### **§1. Purpose and Scope**


1. The purpose of this NDA is to enable the Parties to exchange information regarding the GOLEXAI project (including the MVP, architecture, code, prompts, integrations) and any potential implementation cooperation, while maintaining confidentiality.
2. This Agreement applies to all information disclosed orally, in writing, or electronically (e-mail, messengers, repositories, cloud drives, task management systems).

### **§2. Definitions**

1. “Confidential Information” – all technical, commercial, legal, and organizational information of the Disclosing Party, in particular: source code, prompts, model configurations, model weights, training data, repositories and pipelines (GitHub/CI-CD), the law firm’s client data and their documents, development plans, valuations, agreements, access credentials (API/secrets).
2. “Purpose” – analysis, development, and implementation of GOLEXAI solutions and the provision of services related thereto.
3. “Authorized Persons” – persons indicated by the Receiving Party in Annex No. 1 (updated on an ongoing basis) who must have access to the Confidential Information to accomplish the Purpose and are bound by confidentiality.

### **§3. Obligations of the Receiving Party**

1. To keep all Confidential Information confidential and use it solely for the Purpose.
2. To limit access to Authorized Persons and maintain an access list.
3. To ensure at least the following security measures:
  - a) 2FA for accounts (GitHub/Drive/Mail), TLS encryption in transit;
  - b) storage of files only in locations agreed by the Parties;
  - c) no pasting of secrets into code/commits; use GitHub Secrets/Vault;
  - d) prohibition on uploading the Disclosing Party’s clients’ personal data to repos/issues without separate consent and a DPA;
  - e) immediate revocation of access for persons who cease to participate in the project.
4. Prohibition on training models on Confidential Information (including client documents) and prohibition on using such information for benchmarks, references, or portfolio purposes without the Disclosing Party’s prior written consent.



5. Confidential Information shall not be copied, decompiled, reproduced, or subjected to reverse engineering, except to the extent necessary for the Purpose and permitted by law.

#### **§4. Exclusions**

The obligations under §3 do not apply to information which: (i) is publicly known without breach of this NDA; (ii) has been lawfully obtained from a third party without a confidentiality obligation; (iii) has been independently developed without use of the Confidential Information; (iv) must be disclosed under law/court order – with prior notice to the Disclosing Party (if possible) and with the scope of disclosure limited to what is necessary.

#### **§5. Return and Deletion**

1. Upon any request of the Disclosing Party or no later than on the date the cooperation ends, the Receiving Party shall promptly: (i) return the media/records, (ii) permanently delete copies from systems and backups to the extent reasonably possible, (iii) deliver a Certificate of Deletion.

2. A push to the GOLEXAI repository is a purely technical activity – it does not substitute the transfer of rights (which is governed by a separate agreement).

#### **§6. Intellectual Property Rights**

1. This NDA does not transfer any rights to the Confidential Information.

2. All rights to GOLEXAI materials (code, prompts, models/weights, documentation, designs) belong to the Disclosing Party unless a separate agreement provides otherwise.

#### **§7. Personal Data (GDPR)**

1. If personal data is processed in connection with the Purpose, the Parties shall conclude a separate Data Processing Agreement (DPA), under which GOLEXAI will generally act as the controller of its clients' data, and the Contractor as the processor.

2. Until the DPA is concluded – no personal data may be introduced into the Contractor's environments; only anonymized/synthetic data is permitted.

#### **§8. Breaches and Incidents**

1. The Receiving Party shall notify the other Party without undue delay, and no later than within 24 hours of becoming aware of a confidentiality breach or a security incident, providing at least: a description of the event, categories and scope of data, remedial actions taken, and risks.

2. The Parties shall cooperate to mitigate the effects of the breach.

#### **§9. Term and Confidentiality Period**

1. This NDA enters into force on the date of signature and remains in effect until 1st or October 2030 or until the conclusion of the main agreement – whichever occurs first.

2. The confidentiality obligation shall continue for 5 years from: (i) the end of the cooperation or (ii) the expiry of this NDA – whichever is later.

#### **§10. Contractual Penalty and Liability**

1. For breach of the obligations under §3–§5, the breaching Party shall pay the other Party a contractual penalty of PLN 25,000 / EUR 5,000 for each breach, without prejudice to the right to claim damages exceeding the penalty.

2. Stipulation of the penalty does not limit the right to demand cessation of breaches and removal of their effects.

#### **§11. Governing Law, Forum, Form**



1. The governing law is Polish law.
2. Disputes shall be resolved by the common court having jurisdiction over GOLEXAI's registered office.
3. Any amendments to this NDA require written form or qualified electronic form.

## **§12. Final Provisions**

1. Should any provision prove invalid, the remaining provisions shall remain in force; the Parties shall replace it with a provision as close as possible to the economic intent.
2. This NDA does not constitute an obligation to conclude a main agreement, render services, or disclose any information.
3. This NDA has been executed in two identical counterparts, one for each Party.

## **B. Data Processing Agreement (In accordance with Article 28 of GDPR)**

### **Roles**

Client = Controller; Contractor = Processor.

### **Purpose**

Operation of the AI Agent (client documents, metadata, logs) per documented instructions.

### **Security**

Encryption in transit/at rest, access control, backup, audit logs, testing, hardening.

### **Sub-processing**

Only with prior written consent (EU-based hosting).

### **Data subject rights**

Assistance to the Controller.

### **Incidents**

Prompt notification; cooperation.

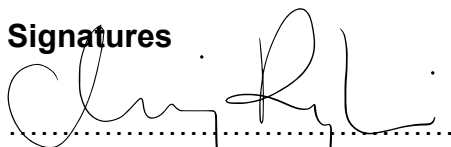
### **Transfers**

No third-country transfers without legal basis and consent.

### **Exit**

Return or secure deletion within 30 days; certificate of deletion.

## **Signatures**



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.....  
(Contractor)

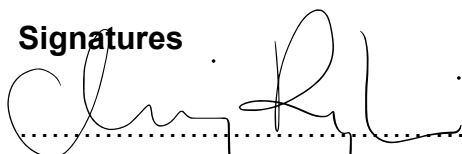


## ANNEX 5 - Invoicing and Payment Agreement

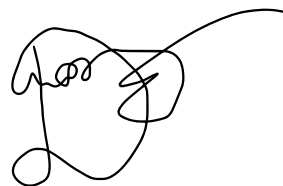
### **Self-billing (applicable when the Contractor is not issuing an invoice)**

The Parties agree to use self-billing. The Ordering Party will issue, in the name and on behalf of the Contractor, invoices documenting the remuneration under the Agreement, marked "self-billing." The Contractor authorizes the Ordering Party to issue invoices and undertakes to confirm each invoice (by email) or raise objections within 3 business days. In the case of cross-border services within the EU, the invoices will include the note "reverse charge (In Dutch - BTW verlegd)."

### **Signatures**



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