Freelance Cooperation Contract

with a non-disclosure clause

concluded according to § 269 et seq. Commercial Code no. 513/1991 Coll.

# Contracting Parties

**Business name: DimensionLab, s.r.o.**

Registered office: Lomnická 809/2

Košice - mestská časť Sever 040 01

Slovak Republic

Statutory representative: Ing. Michal Takáč, PhD.

Company registration number: 54 094 437

Email for delivery: hello@michaltakac.com

(hereinafter referred to as the “Customer”)

**Business name: .**

Registered office: .

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Statutory representative: .

Company registration number: .

Email for delivery: .

(hereinafter referred to as the “Freelancer“)

# Applicable law and language statement

The Contracting Parties declare that their expression of the will at the conclusion of this Contract is serious, free, unaffected by anything and anyone, has the prescribed form and are competent for legal acts, and in the case of statutory representatives, these are the persons authorized to sign this Contract. At the same time, the participants agreed under the provision of § 9, Act no. 97/1963 Coll. on Private International Law and Rules of International Procedure applicable in the Slovak Republic that their contractual relations shall be governed by the legal system of the Slovak Republic, in particular its Commercial Code no. 513/1991 Coll.

The Contracting Parties declare that the language in which this Contract is concluded shall be English, and this shall also be the language used for communication between the Contracting Parties. The Contracting Parties declare that they understand the English language in full, are able to communicate in it and, therefore, know the content of this Contract, which they understand and in witness whereof they attach their respective signatures hereunto.

# Preamble

The customer is developing software for high-speed 2D and 3D numerical simulations based on artificial intelligence (hereinafter referred to as the "Software"). The objective is to create a platform for easy training and the use of "learning physics simulators", whose training is scaled using cloud platforms. For software development, it is necessary to process various data, based on which the Customer subsequently implements his own simulation models. At the same time, the Customer is developing improvements and simplifications in the usability of the user interface itself, for which he will obtain information from the Freelancer about the use of simulation software.

Freelancer is a person who focuses on researching, building and designing self-running artificial intelligence systems to automate predictive models. Machine learning engineers design and create the AI algorithms capable of learning and making predictions that define machine learning. Freelancer works as part of a larger data science team and will communicate with Customer.

# Subject of the Contract

1. The subject of this Contract is the work of the Freelancer as a "**Lead Machine Learning Engineer in Numerical Simulation**" who participates in the research and development of software developed by the Customer according to his instructions.

1. The Freelancer's performance includes, but is not limited to:

* Lead Machine Learning Engineer in Numerical Simulation
* Designing machine learning systems
* Researching and implementing machine learning algorithms and tools
* Selecting appropriate data sets
* Picking appropriate data representation methods
* Identifying differences in data distribution that affects model performance
* Verifying data quality
* Transforming and converting data science prototypes
* Performing statistical analysis
* Running machine learning tests
* Using results to improve models
* Training and retraining systems when needed
* Extending machine learning libraries
* Developing machine learning apps according to Customer requirements

1. For this performance, the Customer undertakes to pay the remuneration to the Freelancer under this Contract as described in the relevant article.

# Rights and obligations of the Contracting Parties

1. The Contracting Parties agreed that the individual rights and obligations of the Contracting Parties shall depend on the purpose of this Contract and its subject depending on the specific requirements and inquiries of the Customer, who shall provide them to the Freelancer for the duration hereof.
2. In performing the subject of this Contract, the Freelancer shall use his own equipment or equipment entrusted to him by the Customer and may not use any third parties to achieve the purpose of performing the tasks hereunder, but must perform these in person.
3. For the needs of solving the subject of the Contract, the Freelancer shall provide at his own expense to the necessary extent and within the agreed deadlines all the necessary technical, technological and economic source materials about the process, documentation and other materials and information necessary for the Customer.

# Remuneration

1. The Contracting Parties agreed that the remuneration for the provision of consultations and outputs described in the subject of this Contract shall be paid by the Customer to the Freelancer for the duration hereof.
2. The price is determined by the product of remuneration for an hour of work, which is set by a full-time job in the range of 40 hours per week. The Contracting Parties have determined the remuneration in the amount of **3000 EUR per month of performance**, whereas the said price shall not include any taxes or fees necessary to receive such remuneration in the country of receipt of the payment.

# Duration and termination of the Contract

1. This Contract is concluded for a definite period, from 1.1.2022 to 31.12.2022. The Contract shall enter into force on the date of its signature by both Contracting Parties.
2. The Contracting Parties agreed that this Contract may be terminated by:
   1. agreement of the Contracting Parties,
   2. termination by the Customer,
   3. termination by the Freelancer,
   4. withdrawal from the Contract with immediate effect due to a serious breach of obligation by the other Contracting Party.
3. For the purposes hereof, the following shall be considered a material breach of Customer's obligations:
   1. failure to provide the necessary cooperation or the necessary source materials, or the information necessary to fulfil the Freelancer's obligation hereunder,
   2. failure of the Customer to deliver the source materials even after the Freelancer has requested the Customer in writing to deliver them within the additional 7-day period.
4. For the purposes hereof, the following shall be deemed to be a serious breach of obligation by the Freelancer, in particular:
5. repeated breach of the Freelancer's obligations hereunder,
6. Freelancer's delay in providing information at Customer's request for more than 10 days,
7. Freelancer's failure to perform this Contract for more than 10 days
8. The Customer may terminate the Contract at any time in writing, for any reason, or without stating a reason. The termination is effective on the last day of the calendar month in which the notice was delivered to the Freelancer.

1. The Freelancer may terminate the Contract with effect from the end of the calendar month following the calendar month in which the termination notice was delivered to the Customer.
2. In the case of termination hereof by either Contracting Party, the Freelancer is obliged to notify the Customer of all measures necessary to prevent damage to the Customer in connection with the non-completion of activities performed by the Freelancer hereunder. If the Customer cannot take these measures himself or with the help of other persons and requests that the Freelancer take the necessary measures, the Freelancer is obliged to take them.

# Information on the processing of personal data

1. The legal basis for the legality of Freelancer's processing of personal data is Art. 6 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR") and Article 13 Section 1 letter b) of Act no. 18/2018 Coll. on the protection of personal data and amending and supplementing certain acts, i.e. the processing of Freelancer's personal data is necessary for the implementation and fulfilment of the subject hereof.
2. The provision of personal data is necessary for the proper conclusion and performance hereof. Freelancer's personal data is processed for the duration and effectiveness of this Contract and is subsequently retained for the period specified by law.
3. The Contracting Parties shall provide information on the right of access, rectification, erasure, restriction of personal data processing and other information according to Art. 13 GDPR and § 19 of Act no. 18/2018 Coll. on the protection of personal data and amending and supplementing certain Acts, upon request.

# Liability for damage

1. The Contracting Parties shall be responsible for the proper performance of their obligations hereunder, including the obligation of confidentiality, as well as compliance with the laws and regulations that apply to the performance of the purpose hereof.
2. Freelancer is obliged to pay increased attention to damage prevention, especially general damage prevention. Freelancer is obliged to remove any damage, i.e. to restore the object of damage at his own expense, or to pay the Customer a sum of money corresponding to the cost of restoring the object of damage to its original condition.
3. A Contracting Party that is unable to fulfil its obligation according to this Contract is obliged to notify the other party of the nature of the obstacle which prevents it or will prevent it from fulfilling its obligations and the expected consequences of such obstacle. The notification must be made without undue delay after the liable party has become aware of the obstacle or may have learned of it with due care.

# Obligation of confidentiality

1. For the purposes of confidentiality, the Contracting Parties agreed on the following explanation of the terms:
   1. "**Recipient**" means a Contracting Party hereof which, for the purpose of cooperating, discloses the confidential information of the Contracting Parties to this Contract in accordance with the terms hereof;
   2. "**Provider**" means a Contracting Party hereof which disposes of or owns confidential information and provides or makes available such information for the purpose of mutual cooperation to the other Contracting Party in accordance with the terms hereof;
   3. "**Regulation**" means any law, rule or official order of a competent legislative, governmental, intergovernmental or supranational public body, agency or organization;
   4. "**Confidential information**" means all information which is not publicly available, namely technical, commercial, financial, operational or any other information which the Provider provides to the Recipient or which the Recipient becomes aware of otherwise, or the information to be treated, in the circumstances known to the Recipient at the time of disclosure, as confidential, or any information and data which, by its nature, are understandable to a person acting with professional care, that they are confidential.
   5. "**Unauthorized manipulation**" means (i) disclosing, providing, making available or allowing access to confidential information (as defined below in this Contract) to a third party in violation of the terms hereof; or (ii) disclosing, publication or exposure of confidential information in any public place by the Recipient; or (iii) misuse of confidential information by the Recipient outside of mutual cooperation with the Provider; (iv) loss, theft or damage to confidential information or material carriers of confidential information by the Recipient, regardless of fault, or (v) breach of any other obligations to protect confidential information under this Contract.
2. Confidential information is, in particular, any technical, business, financial, commercial or operational information, specifications, plans, data or documentation in any form, whether captured materially or orally, as well as the information received from a person other than the Provider, if that person is obliged to treat them as confidential. Confidential information provided to the Recipient directly or in the interest of the Provider is protected by this Contract.
3. Confidential information is not information that:
   1. are, or subsequently become, publicly available otherwise than by a breach of obligations hereunder by the Recipient; or
   2. were obtained from a third party who, in the reasoned judgement of the Recipient, is entitled to spread this information, or
   3. was demonstrably available to the Recipient at the time of their provision to the Provider or which was independently developed by the Recipient, without the use of any confidential information of the Provider hereunder.
4. The Contracting Parties agreed not to disclose to a third party without the prior written consent of the Contracting Party concerned the confidential information with which they have come into contact in connection with the consideration of potential mutual cooperation. The Contracting Parties further agreed to treat confidential information as a trade secret. The Contracting Parties agreed not to use, directly or indirectly, any of the confidential information for any purpose other than in connection with their obligations arising from potential business cooperation.
5. The Recipient undertakes to comply with and take appropriate technical, organizational and other measures necessary to protect confidential information which is provided or made available against unauthorized manipulation, but at least such measures as are comparable to those which it observes in protecting its own data of a similar nature and importance (which, however, shall not be of a smaller scale and quality than is reasonable and usual).
6. The Recipient shall be entitled to provide confidential information to the competent judicial, administrative, arbitration or other competent decision-making body in connection with any judicial, administrative, arbitration or other official proceedings arising and conducted in connection with business relations between the Parties, provided that the Recipient notifies the Provider of such confidential information in a timely manner and in advance and cooperates with the Provider at the Provider's expense, to secure the necessary order, decision or other similar act to protect confidential information.
7. Confidential information may be provided, reproduced, copied, summarized or distributed, in whole or in part, only in accordance with the business relationship between the Recipient and the Provider and only under the conditions set forth in this Contract, unless the Contracting Parties agree otherwise in writing. The Recipient agrees and undertakes to separate all confidential information obtained under this Contract from other confidential information in his possession in order to avoid confusion.
8. The Recipient may disclose confidential information relating to the Provider to a person other than that specified in this Contract only (i) with the prior written consent of the Provider to such disclosure and concurrently (ii) after such person to whom the information is to be provided has entered into a confidentiality agreement with the Provider.
9. The Recipient shall notify the Provider of any unauthorized manipulation of confidential information by it or another person as soon as it becomes aware of it and undertakes to make every effort, in cooperation with the Provider, to eliminate the consequences of such unauthorized manipulation in order to prevent further unauthorized manipulation and to secure and renew all measures necessary for the protection of confidential information hereunder.
10. Each Contracting Party acknowledges that a breach of the provisions of this Contract may cause irreparable damage to the injured Contracting Party. Therefore, each Contracting party is entitled, in addition to and without limitation of any other reimbursement, to prohibit further use or otherwise fairly protect the confidential information provided while being entitled to reimbursement of legal costs incurred and other charges such as travel and running costs, reimbursement of time, all within the jurisdiction of the competent court, and shall have the right to take measures to prevent and enforce a breach of this Contract.
11. In the event of a breach of the obligation under this article hereof, the other Contracting Party is entitled, but not obliged, to require the contracting Party that has breached its obligation to pay a contractual penalty in the amount of EUR 10,000 (in words: ten thousand Euros) for each such breach. The contractual penalty is payable based on a request sent by the injured party, within 14 days of its delivery. Payment of the contractual penalty under this Contract does not terminate the injured party's right to full and unreduced compensation for damage.
12. The Contracting Parties agreed that the obligation of confidentiality hereunder shall remain in force even after the termination of the contractual relationship established by this Contract, and confidential information may be used only with the consent of the other Contracting Party.

# Delivery

1. For delivery purposes, the Contracting Parties agreed to use, as a matter of priority, electronic delivery to the email addresses specified in the header of this Contract provided by the Contracting Parties. In justified cases, the receipt of the message with attachments must be acknowledged by the addressee's reply otherwise, the delivery of the message is considered unproven.
2. The Contracting Parties agreed to accept the delivery of data in electronic form for the purpose hereof, either by accessing the electronic network to information provided by the Contracting Party (e.g. access to a database, cloud, etc.) or by delivering hardware media (USB key, optical disks, portable disks, etc.)

# Final provisions

1. The rights and obligations of the Contracting Parties not regulated by this Contract are governed primarily by the provisions of the Commercial Code and other generally binding legal regulations valid in the Slovak Republic. The Contracting Parties acknowledge the choice of law in the Slovak Republic.
2. The Contracting Parties agreed that the wording of this Contract may be modified or supplemented only in the form of written amendments, which must be signed by authorized representatives of both Contracting Parties. Individual amendments must be numbered chronologically, otherwise, they are invalid.
3. If any provision hereof is or becomes invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. The Contracting Parties undertake to replace such invalid or unenforceable provision with a valid and enforceable provision that best guarantees the intended purpose. Until then, the relevant regulation according to Slovak law applies.
4. The Contracting Parties declare that any disputes arising from this Contract shall be resolved primarily by mutual agreement. The right to assert their claims through the courts remains with the Contracting Parties.
5. Disputes between the Contracting Parties arising from or related to the legal relations based on this Contract, including disputes concerning the validity, interpretation and termination of this Contract, shall be decided before a court with substantive and territorial jurisdiction in the Slovak Republic.
6. This Contract is made in two copies, one of which is for the Customer and the other for the Freelancer.
7. The Contracting Parties acknowledge that they have read the Contract, understood its contents, and acknowledge that this Contract reflects their true and free will, in witness whereof they attach their respective signatures hereunto.

In Košice, on……………. In .............................., on………………

Customer: Freelancer:

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DimensionLab, s.r.o. .

Ing. Michal Takáč, PhD.