



CONTRACT - FREELANCER

THIS AGREEMENT is made on Thursday, June 30, 2022.

BETWEEN:

1. AMBERSSCRIPT GLOBAL B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands having its corporate seat in Amsterdam, the Netherlands and its business address at the Keizersgracht 209 (1016 DT) Amsterdam, registered with the Trade Register of the Chamber of Commerce of the Netherlands under number 81461887 (the "Company"),
2. Sergio LISSANOU, an independent transcription and/or subtitle and/or translation provider, subject to the laws of the Netherlands and Benin, living at LISSANOU House in Abomey-Calavi (the "Contractor").

The parties above are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Company is a software company developing applications and materials that, among others, automatically transforms audio or video into text and captions (the "Amberscript Engine").
- B. The Contractor makes use of the Amberscript Engine and wishes to provide the Company with manual transcripts in order to enable the Company to provide their customers with a transcription as part of the offered service "Manual Transcriptions" and "Manual Captions".
- C. The Company needs the assistance of a Contractor to perform certain assignments.
- D. The assignments will consist of transcribing audio and/or video per minute and/or perfecting captions of audio and/or video per minute.
- E. The Contractor as such, is able to perform these assignments and has a minimum age of 18 years.
- F. The Parties contract on the basis of article 7:400 e.g. DCC.
- G. The Parties explicitly do not contract on the basis of article 7:610 e.g. DCC - the Contractor is aware that the protective regulations of labour law are not applicable to this agreement.



HEREBY AGREE AS FOLLOWS:

1. Definitions

In this Agreement the following capitalised words shall have the following meanings:

- 1.1 "Assignment" refers to a task assigned to the Contractor by the Company, consisting of transcribing a pre-agreed media file on the basis of to-be-specified criteria, resulting in a "Manual Transcript", or consisting of perfecting captions of a pre-agreed media file on the basis of to-be-specified criteria, resulting in "Manual Captions".
- 1.2 "Information" means any information or data relating to the Company, its business and its concept, whether provided in writing, electronically (among audio or video), visually or in any other form and whether before or after the date of this Agreement;
- 1.3 "Manual Transcript" means a transcript that has been perfected in the Amberscript editor by a freelancer as part of the Manual Transcription service, after being generated by the Amberscript Engine, resulting in a 99% or higher accuracy.
- 1.4 "Manual Captions" means captions that has been perfected in an editor provided by Amberscript by a freelancer as part of the Manual Caption service, after being generated by the Amberscript Engine.

2. The Assignment

- 2.1 The Company wishes to make use of the abilities of the Contractor meanwhile the Contractor wishes to provide the Employer with his abilities.
- 2.2 Regarding this the Company assigns to the Contractor the obligation to complete Assignments for the duration of the contract for the purpose of the Company, as mentioned under A and B.

3. Execution of the Assignment

- 3.1 The Contractor accepts the Assignment as well as the full responsibility to perform the predetermined Assignments.
- 3.2 The Contractor organizes his Assignments independently. However, as far as necessary for the execution of the Assignment, the Company may require that different arrangements will be made. If necessary, the Contractor must adhere to the working hours of the Company.
- 3.3 The Company provides the Contractor with all the Information and authorisation necessary for execution of the Assignment.
- 3.4 The Contractor works independently while executing the Assignment. If necessary, the Company is able to give instructions regarding the results of the Assignment.



4. Duration of the agreement

- 4.1 The agreement enters into force on the date set out on the first page of this agreement and is established for an indefinite period of time. The agreement can be terminated in accordance with article 6 below.

5. Fulfilment and replacement

- 5.1 If the Contractor foresees that the obligations regarding an accepted Assignment will not be entirely or adequately fulfilled, the Company should be made aware of this immediately.

- 5.2 In the event described in paragraph 1 the Company is authorised to assign the Assignment to another Contractor.

6. Termination of the agreement

- 6.1 The parties have the right to terminate this agreement with due observance of a notice period. Notice of termination must be given in writing.

- 6.2 The notice period will consist of two weeks.

- 6.3 Each of the parties has the right to terminate the agreement in whole or in part with immediate effect, without having to observe a notice period, without a notice of default or judicial intervention being required and without the cancelling party being liable for damages:

- In the event that the other party fails in the fulfilment of any obligation arising from the agreement and this failure is not remedied within four weeks after written notification thereof by the first-mentioned party;
- In the event of a tort as referred to in Section 6:162 of the Dutch Civil Code of one party, and this tort is due to the fault of this party or to a cause for which he is responsible by virtue of the law or generally accepted practice, as a result of which the maintenance of the agreement can no longer be expected from the party that terminates it;
- If the other party invokes force majeure and the force majeure period has lasted longer than three months, or as soon as it has been established that this period will last longer than three months;
- if the other party has applied for a suspension of payments, if the other party has been declared bankrupt, has been declared in a state of liquidation or if an administrator has been appointed over his assets or a part thereof;
- if the other party fails to fulfil an obligation arising for it from the agreement properly or on time, despite having been given the opportunity to do so and despite having been warned to do so.

7. Compensation, invoicing and payment

- 7.1 The Company will pay the Contractor per transcribed or per perfected caption audio minute, depending on the type of transcription/caption and the rating of the Contractor's transcribing level.



- 7.2 On a monthly basis, the Contractor shall submit an invoice for the finished Assignments (i) to the Company directly (including VAT if applicable and provided that the invoice includes a valid VAT number in that event) or (ii) through a third party (e.g. Verloning.nl or any other third party as approved by the Company).
- 7.3 Subject to article 7.5 below, the Company shall pay the invoice ultimately within 14 days after the date the invoice was submitted (i) via a bank transfer directly to the Contractor, (ii) to a designated account of the third party used or (iii) via a PayPal transaction.
- 7.4 In the event that the bank account of the Contractor is registered outside the European Union, the Company shall pay the invoice ultimately within 14 days after the date the invoice was submitted via a PayPal transaction.
- 7.5 There is no private law - on the basis of tax legislation and/or social security legislation - or fictitious employment between the Contractor and the Company on the basis of which the Company is deemed to be liable for the levying of taxes (including VAT) and/or social security contributions. The Contractor will indemnify and hold the Company harmless on a euro-for-euro basis from and against any tax, penalty and interest that may be levied from the Company in relation to the Contractor's personal tax position.

8. Liability/damage

- 8.1 The Contractor will observe the care of a good Contractor in the execution of the work in the context of the Assignment, and guarantees that the work will be carried out professionally and that the results will meet the agreed specifications. The Contractor will also comply with all applicable laws and regulations during the Assignment. The Contractor guarantees that he is qualified and competent to carry out the Assignment.
- 8.2 The Contractor is only liable towards the Company for damage that directly and exclusively results from a shortcoming attributable to Contractor in the execution of the Assignment to which this agreement relates (direct damage), up to a maximum of the amount referred to in Article 8.3. The Contractor is not liable for:
- (i) indirect or consequential damages, including but not limited to: loss of profit, lost savings, stagnation and/or reputation damage and
 - (ii) damage that could reasonably have been prevented and/or limited by the Company.
- 8.3 The Contractor's liability is at all times limited to a maximum of € 5,000 or to the amount paid out under an insurance policy taken out by Contractor in respect of the event giving rise to liability, if this is lower.



9. Choice of law and forum

9.1 This agreement and everything related to it shall be governed by Dutch law.

9.2 Disputes with regards to this agreement or with regard to all that is related to or ensues from it shall be submitted to the court of Amsterdam, the Netherlands.

10. Amendment of the agreement

10.1 Amendments and additions to this agreement are only valid insofar as they have been agreed in writing between the parties.

10.2 If any provision of the agreement is null and void or is annulled, the remaining provisions will remain in force and the parties will consult in order to agree on new provisions to replace the null and void or annulled provisions, whereby the purpose and purport of the null and void or annulled provisions will be taken into account as much as possible.

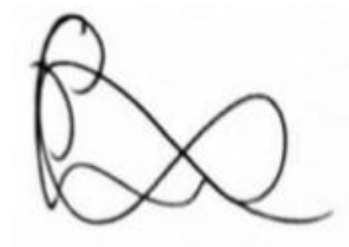
THUS AGREED AND SIGNED:

AMBERSSCRIPT GLOBAL B.V.

Name : Peter-Paul de Leeuw

Date: Thursday, June 30, 2022

Signature :



Sergio LISSANOU

Date: Thursday, June 30, 2022.

Signature :

