

EMPLOYMENT CONTRACT

David Kalatzis

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PARTIES

AMPERSAND ASSOCIATES APS

Company reg. (CVR) no. 38816934

Diplomvej 381

2800 Kgs. Lyngby

("the Company")

AND

DAVID KALATZIS

Jyllandsgade 55

6700 Esbjerg

have today made the following employment contract

1. POSITION

- 1.1. With effect from 22 August 2022, you have been employed as Game and Edtech Developer with the Company.
- 1.2. Your primary duties and responsibilities are to complete the learning game "SCRUM Noire" for publishing. In addition to this, you are expected to assist with concept development for the product the game will be included in and to a smaller extent support with general programming tasks.
- 1.3. The employment relationship is of a fixed-term nature and will hence terminate without notice on 31st October 2022. In addition, the terms of notice set out in clause 16 apply during your employment.

2. PLACE OF WORK

- 2.1. The place of work is Diplomvej 381, 2800 Kgs. Lyngby. You will, however, be allowed to work from your home address as your primary place of work for the full duration of the contract.

3. WORKING HOURS

- 3.1. Your normal weekly working hours are 37 hours excluding lunch break.
- 3.2. Your daily working hours are to be performed within the Company's business hours, which are currently 8:00 to 18:00. The planning of your working hours must be agreed with your immediate superior.
- 3.3. In continuation of the agreement that overtime work is included in your salary, it is possible for you to use flexitime if this is compatible with your work. Flexitime means that you may flexibly plan your own working hours. You are to the widest possible extent responsible for performing your duties and hence also for planning your working hours. The specific framework for using flexitime must be agreed with your immediate superior.

4. OVERTIME WORK

- 4.1. Overtime work must be expected and will not be separately remunerated as this was taken into account when your salary was determined.

5. OTHER EMPLOYMENT AND OTHER OFFICES

- 5.1. You must devote all of your time and skill to the Company, and you may not without the Company's written consent take up other employment, including directly or indirectly carry on any independent business.
- 5.2. However, you may without having obtained the Company's permission take up activities of a non-employment nature to the extent such activities are not detrimental to the Company's interests.

6. SALARY

- 6.1. Your monthly salary has been agreed at DKK 35,000 to be paid on the last banking day of the month.

7. PENSION

- 7.1. You are not eligible for pension.

8. TRAVEL AND ENTERTAINMENT

- 8.1. Against presentation of receipts, the Company will reimburse your usual travel and entertainment expenses incurred while in the service of the Company.

9. SUPPLEMENTARY TRAINING

- 9.1. The Company will regularly offer relevant supplementary training for you with a view to keeping you professionally up to date. The contents and scope of such training will be agreed with your immediate superior.

10. HOLIDAY AND DAYS OFF

10.1. Holiday

- 10.1.1. You are entitled to holiday with pay and to holiday supplements according to the Holiday Act applicable from time to time.

10.2. Other time off

- 10.2.1. In addition to time off on public holidays, you are entitled to time off on 24 December (the day of Christmas Eve), 31 December (the day of New Year's eve) and 5 June (Constitution Day) from 12 noon.

11. PREGNANCY, MATERNITY, PATERNITY AND PARENTAL LEAVE

11.1. Right of absence

- 11.1.1. As the parent of the child, you are entitled to leave of absence in accordance with the Maternity/Paternity Leave Act before and after childbirth.

- 11.1.2. You must notify your employer of how you plan to take your maternity, paternity or parental leave in accordance with the notices stipulated in the Maternity/Paternity Leave Act.

11.2. Right to payment during leave

- 11.2.1. In case of leave of absence due to pregnancy and childbirth, you are, as the mother of the child, entitled to half pay during the 4-week pregnancy leave and during the 14-week maternity leave in accordance with the Salaried Employees Act.
- 11.2.2. In case of leave of absence due to childbirth, you are, as the father or co-mother of the child, entitled to benefits in accordance with the provisions of the Maternity/Paternity Leave Act.

12. SICKNESS

- 12.1. In the event of sickness, you must report your absence to your immediate superior as soon as possible and not later than at 9:00 on the first day of absence.
- 12.2. At the Company's request, you must present a medical certificate (certificate of incapacity or fitness-for-work certificate) as documentation of your sickness absence. The Company will pay the expenses incidental thereto.
- 12.3. In the event of long-term or repeated sickness absence, you will be convened for a sickness absence interview in accordance with the rules applicable thereto.

13. TIME OFF IN CONNECTION WITH A SICK CHILD

- 13.1. You are entitled to time off with pay to care for your own child under the age of 14 on the child's first full sick day. This right is conditional on you not being able to make other arrangements to care for the child, including on the child's other parent not simultaneously exercising a similar right.

14. INTERNET AND USE OF E-MAIL

- 14.1. For purposes of performing your duties, you will have access to e-mail and internet through the Company's IT system. To a limited extent, you may use these facilities for personal purposes.
- 14.2. Your use of the IT system is registered on the Company's server, but the Company will not check your use of e-mails and internet on any regular basis. In special situations, for instance in the case of suspected abuse, for security reasons or in connection with your severance of service, the Company may, however, perform such check.
- 14.3. When you use the Company's IT system, you must observe the Company's policy in respect of *use of internet and e-mail*.

15. KNOW-HOW AND INTELLECTUAL PROPERTY RIGHTS

- 15.1. Any know-how and intellectual property rights, including copyrights, patent rights, trademark rights, utility model rights and the like, which you develop as part of your employment, belong to the Company. This applies irrespective of whether the rights have been registered and irrespective of the medium in which they exist. Assignment of such rights is complete and also comprises the right to re-assign the rights and to make any changes thereto. However, as regards copyrights, the assignment will be subject to the moral rights of the author pursuant to section 3 of the Copyright Act.
- 15.2. Your salary has been fixed taking into account the duties to be performed by you and thus covers any compensation for your contribution in developing know-how and intellectual property rights. As regards inventions which are patentable in Denmark, the mandatory provisions of the Act on Employee Inventions applicable from time to time still apply. Under this Act, you are required to notify the Company of any invention you make and to provide sufficient information for the Company to be able to assess the significance of the invention.

16. TERMINATION AND RESIGNATION

16.1. Ordinary termination notices

16.1.1. The employment relationship may be terminated by giving the notices from time to time applicable under the Salaried Employees Act. The company may hence terminate your employment by giving the following notices to the end of a month:

- Termination before the end of the fifth month: One month
- Termination before the end of two years and nine months: Three months
- Termination before the end of five years and eight months: Four months
- Termination before the end of eight years and seven months: Five months
- Termination after eight years and seven months: Six months

16.1.2. You may terminate your employment at one month's notice to the end of a month.

16.2. 120-day rule

16.2.1. The Company may terminate your employment by giving one month's notice for effective termination at the end of a month, if you have received salary during sickness absence for a total of 120 days within a period of 12 consecutive months, provided notice of termination is given immediately after the expiry of the 120 sick days and while you are still ill.

17. CONFIDENTIALITY

17.1. You must observe confidentiality with respect to any information of which you become aware in connection with the performance of your duties about the Company's and the Group's affairs, unless, due to its nature, such information must be disclosed to others. You must ensure that any and all documents and material concerning the Company's affairs are carefully stored and not disclosed to unauthorised persons.

17.2. Moreover, you have been made aware of the Trade Secrets Act, which, among other things, contains a prohibition against unauthorised use or disclosure of trade secrets.

18. RETURN OF MATERIAL

18.1. On effective severance of service, you must return all effects, material and information belonging to the Company or any company in the Group. This also applies to all copies of such documents and material, irrespective of the form and medium in which they exist, and irrespective of whether they have been produced by you or others. You cannot exercise any lien in any documents or material for any claim you may have against the Company.

19. MISCELLANEOUS

19.1. Your employment relationship is covered by the Salaried Employees Act.

19.2. You have an obligation to always keep the Company informed about your name, address and account information.

- 19.3. You have an obligation to familiarise yourself with the guidelines which have been laid down by the Company, and which are regularly updated, including the employee handbook, which is available at the Company's intranet.
- 19.4. In connection with your employment, the Company processes a range of personal data about you. The Company generally processes such data for the purpose of ensuring that the Company complies with its obligations to you under this employment contract and the legislation which the Company is required to comply with or for the purpose of documenting the employment relationship history. The Company's privacy policy contains a detailed description of the data processed by the Company, the purpose of such processing and your rights pursuant to the data protection rules. The privacy policy is available at the intranet.
- 19.5. The tax consequences for you of your financial rights under this employment contract are irrelevant to the Company.

20. SIGNATURES

- 20.1. This employment contract is executed in two original copies, one for you and one for the Company.

Date: 22/8 2022

Date:

For and on behalf of the Company


Ole Kjeldal Jensen

David Kalatzis