

Assignment Agreement

PARTIES

1. Mikhail Guschin, a private individual, is a Contractor incorporated under the laws of Russia, having its registered seat at ul. Parkhomenko, d. 58, korp. 2, kv. 312, g. Taganrog, obl. Rostovskaya, Russian Federation, in this matter duly represented by Mikhail Guschin hereinafter referred to as “Contractor”

and

2. Happitech B.V., a private Principal incorporated under the laws of The Netherlands, having its registered seat in Rotterdam, The Netherlands, and its office address at Hofplein 20, 3032AC, Rotterdam, Netherlands, in this matter duly represented by Yosef Safi Harb, hereinafter referred to as “Principal”

Parties sub 1 and 2 will hereinafter each separately be referred to as ‘Party’ or together as ‘Parties’.

WHEREAS

- A. The principal is looking for a Contractor to perform for the Principal a certain Assignment, as described hereinafter, and the Contractor is willing to perform such Assignment for the Principal;
- B. Parties will enter into this Agreement to lay down in writing their covenants with regard to the performance of the Assignment;
- C. Parties expressly do not intend to conclude an employment contract or similar relationship;

HAVE AGREED AS FOLLOWS

1. Definitions

1. In this Agreement, the following capitalized terms will have the meaning assigned to them below

Agreement

This agreement including annexes;



<i>Assignment</i>	The Assignment that the Contractor will perform based on the Agreement, as described in Article 2.
<i>Confidential Information</i>	All documents, knowledge, experience, and knowhow that in any way relates to Principal, including strategies, products (which includes the Happitech technology), services, methods, and other knowledge relating to such documents, including all information, ideas, methods and concepts of Principal and Principal's licensors and assignors, such as commercial, financial, technical and all other information that Contractor should reasonably expect to be confidential. All information provided to Contractor by Principal, in whichever form, will be deemed Confidential Information;
<i>IP-rights</i>	All rights of intellectual property, including without limitation copyright, trademarks, patents, trade names, sui generis database rights, neighboring rights, and similar rights and titles, such as domain names, and rights to knowhow;
<i>Work</i>	The (expected) results of the Assignment;
<i>Software:</i>	the software of Happitech including all updates thereto and subsequent versions thereof which allows measuring vital signs using a smartphone; the definition of Software includes but is not limited to all programs, database structure, documentation, source codes, object codes, variations, memory maps, algorithms, plans, charts, graphs, designs, and other materials now or hereafter relating to or incorporated therein together with all future revisions to or updates thereof and all technical and operating manuals and any other documentation relating to it;
<i>Derivative Works:</i>	derivative works developed by Contractor, which directly or indirectly relate to, in whole or in part, the Software. Derivative Works may, amongst others, be any improvement, revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Software may be recast, transformed, or adapted.

2. Assignment

1. The contractor accepts the Assignment and thereby accepts full responsibility for the correct and timely performance of the agreed activities. The Contractor accepts and agrees that the Assignment includes the role of Backend Developer.
2. During the Agreement, the Contractor will perform the Assignment for the Principal and deliver the Work.
3. During the performance of the Assignment, the Contractor will work completely independently and will perform the Assignment based on his own discretion and without any supervision of the Principal. The principal may, however, provide instructions regarding the desired result of the Assignment and/or the Work. In the event of cooperation with others, however, the Contractor will at all times first consult the Principal, to ensure that the Assignment is carried out in the best possible way.

3. Nature of the Agreement

1. The Agreement is an assignment agreement as described in article 7:400 et seq. of the Dutch Civil Code. As such, the Principal will not be obliged to withhold income tax or premiums for employees' insurance with regard to the fees due under the Agreement.
2. The Principal will not be obliged to provide the Contractor with any subsequent assignments.

4. Term and Termination

1. This Agreement shall take effect upon signature and will continue for three months. It will automatically expire if not extended by written agreement via email of both parties. This Agreement may be terminated early in accordance with the relevant articles of this Agreement.
2. Both Parties are entitled to directly terminate (in Dutch: "ontbinden") the Agreement in the event of a material failure to perform the obligation arising out of the Agreement by the other Party, after having sent a written notice of default in which a reasonable remedy period of at least thirty (30) days is offered and the other Party fails to remedy the default within said offered period.
3. Both Parties will be entitled to without a written notice of default or court proceedings being required to terminate (in Dutch: "beëindigen") the Agreement, if:
 1. the other Party applies for a moratorium on payments, is declared bankrupt, or otherwise ceases to meet its financial obligations;
 2. the other Party suspends or discontinues its business activities.
4. Upon termination of this Agreement, any and all rights granted to the Contractor to perform the Agreement will immediately cease. Also, the Contractor shall forthwith

surrender to the Principal all (work in progress regarding) results of the Assignment and/or the Work and any other documents (including confidential information and intellectual property) in the Contractor's possession pursuant to this Agreement.

5. Consideration

1. As consideration for the Assignment, the Contractor shall receive a consulting fee of €15 (fifteen euros) per hour for up to 20 hours per week. Additional hours may be worked with prior approval from the Contractor's manager. Reimbursement for expenses will only be provided if expressly agreed upon in advance.
2. The contractor will submit a correct, proper invoice to the Principal monthly, which will be settled by the Principal 14 days after receipt of the invoice.
3. Parties explicitly reject the intention that this Agreement constitutes as an agent agreement (in Dutch: "Agentuurovereenkomst") or an employment agreement (in Dutch: "arbeidsovereenkomst"). Parties acknowledge that they are aware that this Agreement does not constitute an employment agreement or similar relations, not even when the official (tax) authorities and/or designation authorities conclude otherwise and/or are entitled to impose (tax) assessments. The Contractor hereby indemnifies the Principal and will at its first request hold the Principal harmless against any possible claims of the (tax) authorities and/or the designation authorities for failing to pay taxes and/or social contributions, interest and/or fines, in relation to this Agreement and/or the agreed upon fee.

6. Intellectual Property Rights

1. The contractor accepts and agrees that all IP-rights in the Software, Derivative Works and Works exclusively vest and/or will exclusively vest in Principal. Parties to that end agree that, if any IP rights will arise in connection with the performance of the Assignment, such IP rights will exclusively vest in Principal. In so far as necessary Contractor hereby fully assigns such IP rights to the Principal. If for such assignment a further deed is required, Contractor hereby provides Principal with an irrevocable power of attorney to draft and sign such a deed of assignment, notwithstanding the obligation of Contractor to draft and sign such deed itself and to take all further actions required to ensure the proper assignment of the IP-rights to Principal.
2. If such an assignment of IP rights as mentioned in section 1 of this article is not possible, for whatever reason, Contractor provides to the Principal a worldwide, perpetual, irrevocable, exclusive, royalty-free, transferrable, and unlimited license to use the Work.
3. If any personal or moral rights described in article 25 Dutch Copyright Act vest in Contractor, Contractor hereby waives such rights as far as possible under Dutch law.

4. If the Work is developed or created in collaboration with another Contractor or third party, which party is (partially) entitled to the IP rights in relation to the Work, Contractor guarantees that this third party will assign his IP-rights to the Principal.
5. If during the performance of the Assignment Contractor uses publicly available sources or third-party sources, the Contractor guarantees that these sources are not subject to copyright, or that Contractor has acquired the required permission to use these sources in the Work. Contractor also guarantees that the use of these sources will not lead to conditions or limitations in the exploitation of the Work.
6. The contractor fully indemnifies the Principal and holds the Principal harmless from all damages and costs relating to a third-party claim that the Work infringes on the (IP-)rights of others.
7. The contractor agrees that the consideration stipulated in article 5 is reasonable compensation for the loss of exploitation potential related to the assignment of IP rights (whether such exploitation potential was foreseen or foreseeable or not).

7. Confidential Information

1. The contractor is obliged to maintain full secrecy with regard to all Confidential Information that comes to its disposal during the Agreement. The contractor understands and agrees that the Software, Derivative Works, and the Work are considered Confidential Information, as well as any information about the Principal's implementation of the Software on smartphones using photoplethysmography optical heart-rate, atrial fibrillation, and biomarker algorithms.
2. The obligation to maintain full secrecy with regard to Confidential Information and not to expose this Confidential Information to a third party does not apply to information which:
 - a. is publicly available and has not become publicly available by a breach of this confidentiality clause, or
 - b. was provided to the Contractor by a third party, who has obtained the information lawfully.
3. The obligation to maintain full secrecy with regard to Confidential Information and not to expose this Confidential Information to a third party does not apply if and in so far as Contractor is under a legal obligation to provide the information to a third party.
4. This article shall survive the termination of the Agreement.

8. Liability & Indemnity

1. The Principal shall not be liable to Contractor as a result of the Principal's performance of this Agreement, unless such damages result from gross negligence (in Dutch: "*grove schuld/nalatigheid*") or wilful misconduct (in Dutch: "*opzet*") of the Principal and/or its executive management.
2. The Contractor shall fully indemnify the Principal and hold the Principal harmless against any claims of third parties, including, but not limited to, claims for damages incurred as a result of the performance of duties and rendering of services by the Contractor pursuant to and in relation to this Agreement. The indemnity granted shall include, but shall not be limited to, all claims for damages, losses, taxes, fines, costs, expenses, and legal fees, and any interest thereon.

9. Non-competition

1. The contractor guarantees that it shall not:
 - a. Exploit, offer, market, promote nor make available software, on its own behalf or on behalf of any third party, directly or indirectly, that competes with, or might compete with, or is in any way similar to the Software, Derivative Works or the Works;
 - b. Exploit, offer, market, promote or provide services (whether or not using the Software, Derivative Works or the Works or similar) on its own behalf or on behalf of any third party, directly or indirectly, that competes with, or might compete with or is in any way similar to services provided by the Principal;
 - c. offer any substantially similar Software to competitors, being any entity that competes with Principal, by being either directly or indirectly in the same or a similar line of business as Principal, specifically with respect to Principal's line of business; (smartphone-based PPG)
 - d. assist third parties in offering substantially similar Software to competitors.
2. In case of reasonable doubt about whether any third party qualifies as a competitor, the Contractor must contact the Principal to enquire whether the said third party is a Competitor. In case of a continued difference of opinion, the matter will be decided by board members of the Parties.
3. The contractor guarantees that it shall not make any false or misleading representations regarding the Principal or the Software. No representations made by Contractor are binding upon Principal and Contractor shall defend, indemnify, and hold Principal harmless from and against any claims, demands, actions, or causes of action arising from or in any way relating to representations made by Contractor.
4. The non-competition is valid for 2 years after the expiry of the contract date.

10. Various

1. Parties agree that, where applicable in the meaning of the GDPR, personal data may be processed. To the extent necessary, Parties agree to execute any further documents regarding processing personal data.
2. The Agreement shall be governed by the laws of the Netherlands. The UN Convention on Contracts for the International Sale of Goods ('CISG') does not apply. All controversies, disputes, or claims arising out of or relating to this Agreement or the breach thereof shall be exclusively and finally settled by the competent civil court in Amsterdam, the Netherlands.

3. If any provision of the Agreement shall be held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.
4. The failure by a Party to exercise any rights hereunder shall not operate as a waiver of such Party's right.
5. The contractor may not sell, lease, assign, or otherwise transfer, in whole or in part, its rights, obligations nor the entire Agreement. Any such attempted assignment shall be void and of no effect without the Principal's explicit prior written consent. The principal may attach conditions to granting consent.
6. The contractor explicitly acknowledges that Article 6 (IP-rights) applies with regard to its activities prior to the below signature date.

This Agreement has been duly signed by authorized signatories of the Parties.

Principal

Contractor



By: Yosef Safi Harb
Date: 27.03.2025

By:
Date: