



Independent Contractor Agreement between DataBeacon and Alberto Quintana

This Agreement is made between

DataBeacon SL (Company), company registered in Madrid with Fiscal Identification Number ES-B88378773, Spain, specialized in Artificial Intelligence, Data Mining and Software developing for the aviation industry, with a principal place of business at Génova 11, Madrid 28004, Spain, and

Alberto Quintana LLC (Contractor) with a principal place of business at Pavle Ingorokva Street, N17, Tbilisi, Georgia.

1. Services to Be Performed

The Company will be responsible of the organization and coordination of the Contractor tasks as well as the monitoring and approval of the work performed.

Contractor agrees to perform the following services as per requested and further specified by the Company:

- Software developing for Artificial Intelligence algorithms in the aviation sector.
- Designing the smart features and the labeling procedures for the Machine Learning software applied to Air Traffic Control,
- Designing software for the verification and validation of AI algorithms in the aviation sector.

Contractor shall comply with the applicable Company policy on remote work allowances applicable at all time.

2. Payment

The Company will pay the Contractor per hour performed. Contractor and Company shall share a register of hours recording the time assigned to the different tasks assigned. Allocation to particular projects and work packages shall be detailed, when relevant.

Contractor shall invoice the Company per hour of work. The invoice should include the following: an invoice number, the dates covered by the invoice, and the allocation of hours. Company and Contractor agree on a rate of 50€/h. Invoices shall be paid within a reasonable time after Contractor submits an invoice to the Company.

3. Expenses

Travel expenses will be reimbursed by the Company to the Contractor if the travel is requested by the Company and upon approval of the travel costs following the Company travel policy.

4. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Company's employees.

5. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all business permits and certificates required to carry out the services to be performed under this Agreement.

6. Insurance

Company shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

7. Term of Agreement

This agreement will become effective when signed by both parties and Contractor actually starts the work and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement or
- the date a party terminates the Agreement as provided below.

8. Terminating the Agreement

With reasonable cause, either Company or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.



9. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

10. Confidentiality

Contractor acknowledges that it will be necessary for Company to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would harm Company. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf.

11. Ownership of Work:

All work performed by the Contractor under the terms of this agreement shall be considered "Work Product." The Work Product shall be the exclusive property of the Company. The Contractor agrees to assign and transfer, without further compensation, all rights, title, and interest in the Work Product to the Company, including any intellectual property rights associated with the Work Product.

12. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Company's behalf.

13. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Company's prior written approval.

Signatures

Company/Owner: DataBeacon. Fiscal Identification number (C.I.F.): ES-B88378773
CEO: David Perez Mendoza

Signature, date

Contractor: Alberto Quintana LLC, Identification number: 404615074

Signature, date

28th May 2021