

Na podlagi 11. in 31. člena Zakona o delovnih razmerjih – ZDR-1(Uradni list Republike Slovenije, št. 21/2013) skleneta

BLUEOCEAN d.o.o., cesta 25.junija 1B, Kromberk, 5000 Nova Gorica, matična številka: 3722473000, ki jo zastopa direktor Dejan Jović (v nadaljevanju delodajalec)

in

DEJAN JOVIĆ, roj. 27.05.1985, stanujoč/a Vojkova cesta 101A, 5000 Nova Gorica, (v nadaljevanju delavec)

naslednjo

POGODBO O ZAPOSLOTVI

Uvodne določbe

Pogodbeni stranki uvodoma ugotavljata, da:

- ima delavec z delodajalcem od 10.05.2015 že sklenjeno delovno razmerje za nedoločen čas s polnim delovnim časom;
- dne 01.04.2021 stopi v veljavo nov Akt o sistemizaciji delovnih mest v podjetju Blueocean d.o.o.;
- dne 01.04.2021 ta pogodba v celoti nadomesti pogodbo o zaposlitvi, sklenjeno dne 01.10.2015;
- delavec izpolnjuje vse z zakoni predpisane pogoje za opravljanje dela, za katerega se sklepa pogodba o zaposlitvi;
- je bil delavcu najmanj tri dni pred podpisom te pogodbe posredovan pisni predlog te pogodbe;
- je delavec pogodbo skrbno preučil in razumel vsebino posameznih določb te pogodbe.

1. člen

Predmet pogodbe

Na podlagi te pogodbe delavec **sklepa** delovno razmerje pri delodajalcu na podlagi zakona, ki ureja delovna razmerja.

Delovno razmerje se sklepa za **NEDOLOČEN ČAS** s polnim delovnim časom, in sicer **od 01.04.2021**

Naziv delovnega mesta, za katerega se sklepa pogodba o zaposlitvi je »**Generalni direktor**« (m/ž).

2. člen

Vročanje

Delavec s podpisom te pogodbe izjavlja, da prebiva na naslovu Vojkova ulica 101A, 5000 Nova Gorica, od koder se tudi vozi na delo.

Delavec soglaša, da se vsa pošta, ki mu jo bo pošiljal delodajalec, pošilja na zgoraj navedeni naslov, oz. na naslov, ki ga bo ob spremembi nemudoma pisno sporočil delodajalcu.

3. člen

Datum nastopa dela

Delavec delo na preoblikovanem delovnem mestu kot »generalni direktor« nastopi 01.04.2021. Če delavec iz neopravičljivih razlogov ta dan dela ne nastopi, je pogodba skladno z zakonom razdrta.

4. člen

Delovne zadolžitve in odgovornosti

V okviru svojega delovnega mesta, je delavec dolžan opravljati predvsem dela, ki zavzemajo:

- strateško načrtovanje in vodenje poslovanja družbe;
- postavljanje kratkoročnih, srednjeročnih in dolgoročnih ciljev za dobičkonosen in uravnotežen razvoj družbe;
- izdelovanje investicijskih, finančnih in drugih programov družbe;
- zastopanje in predstavljanje družbe;
- razvoj strateških načrtov za optimizacijo poslovanja;
- spremljanje trga, konkurence in poslovnih partnerjev ter sprememb, ki se uvajajo ali se predvidevajo na posameznih področjih, z namenom ohranjanja želenega konkurenčnega položaja družbe;
- vzpostavljanje povezav in odnosov z drugimi podjetji ter poslovnimi partnerji;
- izdelovanje investicijskih, finančnih in drugih programov družbe;
- sodelovanje in programsko usklajevanje z lastnikom;
- zagotavljanje poslovanja skladno z lastniško strategijo;
- načrtovanje in vodenje kadrovske politike, sklepanje delovnih razmerij, razporejanje delavcev;
- odločanje o plačah delavcev iz naslova delovne uspešnosti;
- vodenje disciplinskih postopkov;
- vodenje, usmerjanje in koordinacija dela zaposlenih v družbi;
- sodelovanje z vsemi oddelki podjetja;
- načrtovanje strokovnega izobraževanja.
- sprejemanje splošnih aktov organizacijskega in postopkovnega značaja.

Delavec je dolžan opravljati tudi druge naloge in opravila po nalogu nadrejenega.

5. člen

Naslov opravljanja dela

Delavec bo delo opravljal na sedežu delodajalca in v vseh poslovnih prostorih delodajalca. Skladno v dogovoru z delodajalcem je delavcu omogočeno opravljanje dela tudi od doma. Delavec je seznanjen z dejstvom, da se delo pri delodajalcu lahko opravlja tudi na terenu in sicer v primeru, da to odredi delodajalec, izključno zaradi potreb v okviru delovnega mesta delavca.

6. člen

Delovni čas

Delovno razmerje se sklepa praviloma za delo s polnim delovnim časom 40 (štirideset) ur tedensko.

Razporeditev tedenskega delovnega časa je določena z letnim planom razporeda delovnega časa ali s sklepi pooblaščne osebe delodajalca.

Delodajalec lahko začasno prerazporedi delovni čas, če to zahtevajo organizacija dela in poslovanja pri delodajalcu. Delodajalec bo v pisni obliki obvestil delavca o začasni razporeditvi delovnega časa najmanj en dan pred razporeditvijo delovnega časa posameznega delavca oziroma najmanj tri dni pred razporeditvijo delovnega časa več kot deset delavcev.

Odmor med delom traja 30 minut. Odmor se lahko določi šele po eni uri dela in najkasneje eno uro pred koncem delovnega časa.

Počitek med zaporednima delovnima dnevoma traja nepretrgoma najmanj 12 ur, tedenski počitek pa nepretrgano najmanj 24 ur.

7. člen

Plača in dodatki

Delavcu se za delovno mesto iz tretjega odstavka prvega člena določi osnovna bruto plača za polni delovni čas v času sklenitve te pogodbe **5.000,00 EUR** za povprečni fond ur (174ur) z vključeno delovno dobo.

Plača se izplačuje najkasneje do dne, ki je določen v 134. členu ZDR-1, za pretekli mesec, na transakcijski račun delavca, ki ga je delavec sporočil delodajalcu.

Delavcu pripadajo k osnovni plači še dodatki kot jih ureja zakon.

Stranki te pogodbe sta se dogovorili, da bo delodajalec delavcu zagotovil povračila stroškov v zvezi z delom ter druge osebne prejemke pod pogoji in v višini, kot jih določa področni zakon ter podzakonski akti.

8. člen

Delovna in poslovna uspešnost

Delavec se zavezuje, da bo svoje delo po tej pogodbi opravljal redno, vestno, pravočasno, strokovno in kvalitetno ter z vso potrebno skrbnostjo in odgovornostjo, kot to zahteva narava dela ter pri tem upošteval organizacijo dela in poslovanja delodajalca. Delavec bo pri delu v celoti upošteval zahteve in navodila delodajalca v zvezi z izpolnjevanjem pogodbenih in drugih obveznosti, ki izhajajo iz opravljanja dela, za katerega se sklepa ta pogodba.

Kot pričakovani delovni rezultat na delovnem mestu, ki ga bo opravljal delavec, se šteje naslednji rezultat: vestno opravljeno delo, zaključek dogovorjenih del v rokih, doseganje planov na podlagi pisnih ali ustnih navodil nadrejenega.

Delavcu se, v primeru doseganja rezultatov ter uspešnega poslovanja delodajalca, na osnovno plačo obračunata tudi del plače na podlagi delovne uspešnosti. Delavčeva delovna uspešnost se ugotavlja oziroma ocenjuje na podlagi naslednjih meril: količina in kakovost dela, gospodarnost, inventivnost in inovativnost, strokovnost, natančnost, vestnost, samostojnost, fleksibilnost kolektivu in delovnim razmeram, razvojna naravnost, kreativnost.

Delavec odškodninsko in disciplinsko odgovarja za učinkovito, kakovostno in uspešno opravljanje dela na delovnem mestu za katerega se sklepa ta pogodba.

Delavec mora izvajati letne načrte in delovati v skladu s poslovno politiko, cilji in politiko uvajanja sistema izboljšav ter kulturo organizacije družbe ter opravljati naložena delo tako, da skrbno dela z delovnimi sredstvi, izvaja kontrolo na delovnem mestu in skrbi, da se delovni proces opravi z normalno porabo energije, surovin in na način, da se v skladu s predpisi čuva okolje in odgovorno ravna z nevarnimi snovmi in odpadki.

9. člen

Lojalnost

Delavec se zavezuje, da bo ves čas trajanja tega delovnega razmerja lojalni delodajalcu, kar pomeni predvsem, da bo v času trajanja delovnega razmerja skrbel za dober ugled delodajalca na vseh področjih, da ne bo blatil dobrega imena delodajalca in ne bo razširjal informacij, ki bi lahko škodno materialno ali moralno vplivale na poslovanje delodajalca in njegov ugled.

Delavec mora nemudoma prijaviti vsako nezgodo pri delu ali kršitve delovnih obveznosti, ki jih zagrešijo sodelavci.

10. člen

Varne delovne razmere

Delodajalec se obvezuje, da bo delavcu zagotavljal varne delovne razmere in spoštoval delavčevo osebnost v skladu s predpisi.

11. člen

Varnost pri delu

Delavec se obvezuje, da bo vestno in dosledno opravljal svoje delo ter upošteval delodajalčeva navodila in predpise o varnosti in zdravju pri delu.

Med obveznosti delavca sodi tudi sprotno obveščanje o okoliščinah, ki vplivajo ali ogrožajo, oziroma bi lahko vplivale ali ogrožale življenje in zdravje zaposlenih, njihovo delo in dejavnost delodajalca sploh.

12. člen

Varovanje poslovne skrivnosti

Delavec se zavezuje varovati podatke o poslovanju delodajalca kot tudi podatke o njegovih poslovnih partnerjih ter strankah kot poslovno skrivnost v skladu s pravili, ki veljajo za varovanje poslovne tajnosti pri delodajalcu.

Ob prvi kršitvi navodil o varovanju poslovne skrivnosti se lahko delavcu s strani posloводства izreče javni opomin, druga oz. hujša kršitev tega določila pogodbe pa pomeni hujšo kršitev delovne obveznosti in ima za posledico prenehanje delovnega razmerja pri delodajalcu.

Pogodbeni stranki sta soglasni, da delavec tudi po prenehanju delovnega razmerja ne bo tretjim osebam sporočal poslovnih podatkov, do katerih je prišel in katere je koristil za čas svojega dela pri delodajalcu in da le-te prav tako ne bo uporabljal ali izkoristil za lastne ali tuje potrebe.

V primeru kršitve prvih treh odstavkov tega člena je delavec delodajalcu odškodninsko in kazensko odgovoren. Višina odškodnine se določi v pavšalnem znesku petih plač, ki jo je prejel v mesecu pred odmero oziroma zadnje plače, za polni delovni čas, ki jo je prejel v družbi.

Delavec mora ob prenehanju delovnega razmerja vrniti delodajalcu vsa osnovna sredstva delodajalca, poslovna gradiva, študijske pripomočke in dokumentacijo, ki je lahko v obliki pisnih, tiskanih, risanih, posnetih na računalniški medij in drugih zapisov.

13. člen

Pogodbena prepoved konkurenčne dejavnosti

Med trajanjem delovnega razmerja delavec ne sme brez pisnega soglasja delodajalca za svoj ali tuj račun opravljati del ali sklepati poslov, ki sodijo v dejavnost, ki jo dejansko opravlja delodajalec in pomenijo ali bi lahko pomenili za delodajalca konkurenco.

Če delavec ravna v nasprotju s prejšnjim odstavkom, je delavec dolžan delodajalcu izplačati pogodbeno kazen v višini 5.000 €, delodajalec lahko zahteva tudi povrnitev škode, nastale z delavčevim ravnanjem. Delavec izrecno soglaša, da mu delodajalec na podlagi ustreznega sklepa delodajalca dogovorjeno pogodbeno kazen poračuna pri plači (odtegljaj).

Delodajalec in delavec s to pogodbo o zaposlitvi dogovorita tudi konkurenčno klavzulo (pogodbena prepoved konkurenčne dejavnosti).

Delavec se zavezuje, da v obdobju 3 mesecev po prenehanju pogodbe o zaposlitvi s sporazumom, zaradi redne odpovedi s strani delavca, redne odpovedi delavcu iz krivdnega razloga, ali izredne odpovedi delavcu s strani delodajalca, razen v primeru izredne odpovedi iz šeste alineje prvega odstavka 110. člena ZDR-1, ne bo za svoj ali tuj račun opravljal del ali sklepal poslov, ki sodijo v dejavnost, ki jo dejansko opravlja delodajalec in pomenijo ali bi lahko pomenili za delodajalca konkurenco.

Če spoštovanje konkurenčne klavzule onemogoča pridobitev zaslužka, primerljivega plači delavca, dogovorjeni s to pogodbo, mu mora delodajalec za ves čas spoštovanja konkurenčne klavzule mesečno izplačevati denarno nadomestilo.

Denarno nadomestilo za spoštovanje konkurenčne klavzule, ki se izplača delavcu, znaša mesečno eno tretjino povprečne neto mesečne plače delavca v zadnjih treh mesecih pred prenehanjem pogodbe o zaposlitvi.

Delodajalec lahko kadarkoli v času trajanja konkurenčne klavzule delavcu sporoči, da od uveljavljanja le te odstopa. V tem primeru konkurenčna klavzula delavca ne zavezuje več, hkrati pa mu delodajalec preneha izplačevati denarno nadomestilo za spoštovanje konkurenčne klavzule.

14. člen

Dodatno izobraževanje

Delavec ima pravico in obveznost do dodatnega izobraževanja, udeležbe na strokovnih seminarjih ter do drugih oblik strokovnega izpopolnjevanja v skladu s sklepi in pogoji, ki jih določi delodajalec v skladu s potrebami delovnega procesa, z namenom ohranitve oziroma širitve sposobnosti za delo na delovnem mestu ter ohranitve zaposlitve.

V primeru, da delavec prekine pogodbo, je delodajalcu dolžan povrniti stroške izobraževanja za namene iz prvega odstavka tega člena.

Ravno tako je delavec dolžan delodajalcu povrniti stroške izobraževanja, če delodajalec pogodbo odpove iz krivdnih razlogov.

O potrebah po izobraževanju delavca v interesu delodajalca odloča delodajalec oz. njegova pooblaščenca oseba. Trajanje, potek izobraževanja ter ostale pravice in obveznosti pogodbenih strank med izobraževanjem in po njem se določijo s pogodbo o izobraževanju.

15. člen

Dopust

Delavec izkoristi dopust v skladu s planom koriščenja letnega dopusta, oziroma na podlagi predhodne odobritve koriščenja dopusta s strani neposredno nadrejenega vodje.

Delavec pridobi pravico do celotnega letnega dopusta, ko mu preteče čas nepretrganega delovnega razmerja, ki ne sme biti daljši od šestih mesecev, ne glede na to, ali delavec dela polni delovni čas ali krajši delovni čas od polnega.

Letni dopust sme delavec izrabiti v več delih, s tem, da mora en del trajati najmanj dva tedna.

Delavec je dolžan do konca tekočega koledarskega leta izrabiti najmanj dva tedna letnega dopusta, preostanek pa do 30. junija naslednjega leta.

Delavec izrablja letni dopust v skladu z letnim razporedom delovnega časa in v skladu z dogovorom z delodajalcem.

V nujnih primerih mora delavec, glede na izredne potrebe delovnega procesa, prekiniti dopust in se vrniti na delo, razen če to iz objektivnih razlogov ni mogoče.

Delodajalec pisno odmeri letni dopust za koledarsko leto najkasneje do 31.03. v tekočem letu, upoštevajoč izpolnjevanje pogojev, ki jih določa zakon ali splošen akt delodajalca, kar je ugodneje za delavca, skladno s potrebami in za zagotavljanje nepretrganega delovnega procesa.

16. člen

Regres

Delodajalec je dolžan delavcu, ki ima pravico do letnega dopusta, izplačati regres za letni dopust v višini, kot je določeno s pisnim sklepom delodajalca in veljavno zakonodajo.

V primeru, da ima delavec pravico le do sorazmernega dela letnega dopusta, ima pravico le do sorazmernega dela regresa.

17. člen

Varstvo osebnih podatkov

Delavec dovoljuje delodajalcu, da njegove osebne podatke, ki jih bo pridobil v času trajanja tega pogodbenega razmerja zbira, hrani, obdeluje in uporablja ves čas trajanja pogodbenega razmerja. Po prenehanju veljavnosti pogodbe o zaposlitvi, se osebni podatki o delavcu hranijo še 5 let.

Osebnostne podatke lahko delodajalec ali s strani delodajalca pooblaščen osebni posreduje tretjim osebam, ki so za to pooblaščen na podlagi zakona, sodne odločbe, za potrebe postopkov pred državnimi organi ali če je to potrebno zaradi uresničevanja pravic in obveznosti iz delovnega razmerja ali v zvezi z delovnim razmerjem.

18. člen **Primopredaja**

Delavec mora v primeru prenehanja te pogodbe iz kateregakoli razloga najkasneje zadnji dan dela, zapisniško predati delo, izročiti vso dokumentacijo s katero razpolaga ter vsa tehnična in ostala delovna sredstva, ki jih je prejel od delodajalca.

Ob primopredaji se naredi zapisnik, ki ga podpišeta delavec in delavec, ki bo od delavca delo in dokumentacijo prevzel, glede tehničnih sredstev, pa zapisnik podpišeta delavec in neposredno nadrejeni.

Če delavec ne spoštuje določil te pogodbe, ki se nanašajo na primopredajo dela, dokumentacije in tehničnih sredstev, je dolžan delodajalcu plačati odškodnino za dejansko škodo, ki bi delodajalcu nastala iz tega naslova.

19. člen **Odpovedni rok**

V primeru, da odpove pogodbo delavec, se določi odpovedni rok 1 (en) mesec.

Če odpoveduje pogodbo o zaposlitvi delodajalec iz kateregakoli razloga, veljajo z veljavnim Zakonom o delovnih razmerjih določeni odpovedni roki.

Odpovedni rok začne teči naslednji dan po vročitvi odpovedi.

20. člen **Odškodnina namesto odpovednega roka**

Delodajalec in delavec se lahko dogovorita o ustreznem denarnem povračilu namesto dela ali celotnega odpovednega roka.

Dogovor iz prejšnjega odstavka mora biti v pisni obliki.

21. člen **Sprememba pogodbe**

Spremembo te pogodbe ali sklenitev nove pogodbe o zaposlitvi lahko predlaga katerakoli stranka.

Do pisnega predloga se je druga pogodbeni stranka dolžna opredeliti pisno v roku 15 dni od prejema predloga.

Sprememba pogodbe se izvrši z aneksom k tej pogodbi oziroma kadar je to zaradi narave spremembe potrebno s podpisom nove pogodbe o zaposlitvi.

Vsi dodatki k tej pogodbi se sklepajo v pisni obliki, ki so pravno veljavni, če so podpisani s strani obeh strank.

Stranki se dogovorita, da bosta vse spore reševali sporazumno, če sporazumna rešitev ne bo mogoča, je za reševanje sporov pristojno stvarno pristojno Delovno in socialno sodišče v Ljubljani.

22. člen Končne določbe

Za vse zadeve, ki niso urejene s to pogodbo, se neposredno uporabljajo določbe aktov delodajalca in veljavne zakonodaje, kar je ugodneje za delavca.

Delavec izrecno potrjuje, da je presojal predmetno pogodbo o zaposlitvi pred njenim podpisom najmanj 3 dni ter izjavlja, da je seznanjen s splošnimi akti delodajalca ter da je podpis predmetne pogodbe odraz njegove prave in pristne volje.

Delavec ima pravico, da na svojo zahtevo dobi kadarkoli možnost vpogleda v splošne akte delodajalca, ki urejajo posamične pravice in obveznosti delavcev.

Delodajalec se delavcu zavezuje v roku 15 dni od sklenitve predmetne pogodbe izročiti fotokopijo prijave v sistem socialnega varstva.

Pogodba je sklenjena v dveh izvodih, eden za delavca in eden za delodajalca.

Pogodba začne veljati z dnem podpisa obeh pogodbenih strank.

Nova Gorica, 01.04.2021

Direktor
Dejan Jović

Blue Ocean
GAMING
Jović

Delavec
Dejan Jović

Jović

Pursuant to Articles 11 and 31 of the Labour Relations Act (Official Gazette of the Republic of Slovenia, No. 21/2013) the parties:

BLUEOCEAN d.o.o., Cesta 25. junija 1B, Kromberk 5000 Nova Gorica, registration number: 3722473000, represented by its Director Dejan Jović (hereinafter referred to as the Employer)

and

DEJAN Jović, born on 27.05.1985, resident at Vojkova cesta 101A, 5000 Nova Gorica, (hereinafter referred to as "the Employee")

hereby stipulate the following

EMPLOYMENT AGREEMENT

Preliminary provisions

The contractual parties initially acknowledge that:

- the Employee already has a full-time, permanent employment relationship with the Employer as of 10 May 2015;
- on 01.04.2021, a new Act on the systematisation of posts in Blueocean d.o.o. will enter into force.;
- on 01.04.2021, this Agreement shall replace in its entirety the Employment Agreement concluded on 01.10.2015;
- the Employee meets all the conditions laid down by law for the job for which the agreement is being concluded;
- a written draft of the agreement has been sent to the Employee at least three days before the agreement is signed;
- the Employee has carefully examined the agreement and understands the content of its individual provisions.

Article 1

Object of the agreement

On the basis of this agreement, the Employee shall **enter into** an employment relationship with the Employer under the law governing employment relationships.

The agreement is for a full-time employment for an **INDEFINITE TIME** starting on **01.04.2021**.

The title of the post for which the agreement is concluded is "**Director-General**" (m/f).

Article 2

Notification

By signing this agreement, the Employee declares that he resides at 101A Vojkova ulica, 5000 Nova Gorica, from where he commutes to work.

The Employee agrees that all mail sent to him by the Employer shall be sent to the above address, or to an address which he will notify to the Employer immediately in writing upon change of address.

Article 3
Date of start of work

The Employee will take up the restructured post of "Director-General" on 01.04.2021. If the Employee fails to report for work on that day for an unsubstantiated reason, the agreement shall be terminated in accordance with the law.

Article 4
Job duties and responsibilities

In the context of his job, the Employee is obliged to carry out mainly work that comprise:

- strategic planning and management of the company's business;
- setting short-, medium- and long-term objectives for the profitable and balanced development of the company;
- drawing up the company's investment, financial and other programmes;
- representing the company;
- Developing strategic plans to optimise business;
- monitoring the market, competition and business partners, and changes introduced or envisaged in specific areas, in order to maintain the desired competitive position of the company;
- building links and relationships with other companies and business partners;
- drawing up the company's investment, financial and other programmes;
- cooperation and programme coordination with the owner;
- ensuring operations are in line with the ownership strategy;
- planning and managing human resources policy, concluding employment agreements, deploying staff;
- deciding on staff performance-related pay;
- conducting disciplinary proceedings;
- managing, directing and coordinating the work of the company's Employees;
- working with all departments of the company;
- planning of professional training,
- adopting general acts of an organisational and procedural nature.

The Employee is also obliged to perform other tasks and duties as assigned by his supervisor.

Article 5
Place of work

The Employee shall work at the Employer's headquarters and on all the Employer's premises. The Employee may also work from home, as agreed with the Employer. The Employee is aware that work may be carried out in the field, if the Employer so directs, solely for the purposes of the Employee's workplace.

Article 6
Working hours

The employment agreement is normally for full-time work of 40 (forty) hours per week.

The distribution of weekly working time is determined by the annual working time plan or by decisions of the Employer's authorised representative.

The Employer may temporarily reassign working time if the organisation of the Employer's work and business requires it. The Employer will inform the Employee in writing of the temporary working time arrangement at least one day before the working time arrangement for each Employee or at least three days before the working time arrangement for more than ten Employees.

The break between work is 30 minutes. Breaks may be taken only after one hour of work and no later than one hour before the end of working hours.

Rest periods between consecutive working days shall be at least 12 hours continuous and weekly rest periods shall be at least 24 hours continuous.

Article 7 **Wage and allowances**

For the post referred to in the third paragraph of Article 1, the Employee shall be fixed at the basic gross salary for full-time work at the time of conclusion of this agreement **€5,000.00** for an average pool of hours (174 hours) including length of service.

The salary shall be paid no later than the date specified in Article 134 of the Labour Code for the preceding month, to the Employee's transaction account notified by the Employee to the Employer.

In addition to the basic salary, the Employee shall be entitled to bonuses as laid down in the relevant act.

The parties to this agreement agree that the Employer will provide the Employee with reimbursement of work-related expenses and other remuneration on the terms and in the amounts set out in the sectoral law and regulations.

Article 8 **Work and business performance**

The Employee undertakes to perform his work under this Agreement regularly, conscientiously, punctually, professionally and to the highest standard of workmanship, with all due care and responsibility as required by the nature of the work, taking into account the organisation of the work and the business of the Employer. The Employee shall comply fully with the requirements and instructions of the Employer in relation to the performance of contractual and other obligations arising out of the work for which this Agreement is concluded.

The following result is considered expected performance in the job to be performed by the Employee: conscientious performance, completion of agreed work within deadlines, achievement of plans based on written or verbal instructions from supervisor.

If the Employee achieves results and the Employer performs well, a performance-related pay component shall be added to the basic salary. Employees' performance is determined or assessed on the basis of the following criteria: quantity and quality of work, economy, inventiveness and innovation, professionalism, accuracy, conscientiousness, autonomy, flexibility to team and working conditions, development orientation, creativity.

The Employee shall be liable to compensation and disciplinary action for the effective, efficient and effective performance of the work of the post for which this Agreement is concluded.

The Employee must implement the annual plans and act in accordance with the company's business policy, objectives and improvement policy and the company's organisational culture, and carry out the work assigned to him/her by working carefully with the working means, exercising control in the workplace and ensuring that the work process is carried out with normal consumption of energy, raw materials and in a way that protects the environment and handles hazardous substances and waste responsibly, in accordance with the regulations applicable to the workplace and the workplace.

Article 9

Loyalty

The Employee undertakes to be loyal to the Employer throughout the duration of this employment relationship, which means in particular that during the duration of the employment relationship he will take care of the Employer's good reputation in all areas, will not tarnish the Employer's good name and will not disseminate information that could have a material or moral detrimental effect on the Employer's business and reputation.

The Employee must immediately report any accidents at work or breaches of work obligations committed by co-workers.

Article 10

Safe working conditions

The Employer undertakes to provide the Employee with safe working conditions and to respect the Employee's personality in accordance with the regulations.

Article 11

Safety at work

The Employee undertakes to carry out his work diligently and consistently and to comply with the Employer's instructions and regulations on occupational safety and health.

The Employee shall regularly notify any circumstances that affect or threaten, or could affect or threaten, the life and health of Employees, their work and the Employer's business in general.

Article 12

Protection of business secrets

The Employee undertakes to keep information about the Employer's business, as well as information about the Employer's business partners and customers, confidential in accordance with the rules applicable to the protection of the Employer's business secrets.

A first breach of the instructions on professional secrecy may result in a public reprimand by management, while a second or more serious breach of this provision of the agreement constitutes a serious breach of the employment obligation and results in termination of the employment relationship with the Employer.

The parties agree that, even after the termination of the employment relationship, the Employee shall not communicate to third parties any business data which he has accessed and used during his

employment with the Employer, nor shall he use or exploit such data for his own or another person's purposes.

In the event of a breach of the first three paragraphs of this Article, the Employee shall be liable to the Employer in damages and in criminal proceedings. The amount of the compensation shall be fixed at a flat rate of five times the salary received in the month preceding the month of assessment, or the last full-time salary received in the company.

Upon termination of employment, the Employee must return to the Employer all the Employer's fixed assets, business materials, study aids and documentation, which may be in the form of written, printed, drawn, recorded on computer media or other records.

Article 13

Contractual prohibition of competitive activity

During the term of employment, The Employee shall not be entitled to carry out work or strike deals—for his own account or for third parties—that are part of the business actually carried out by the Employer and constitute or may constitute competition to the Employer, without the Employer's written agreement or.

If the Employee acts in breach of the previous paragraph, the Employee shall be liable to pay the Employer a contractual penalty of €5,000, and the Employer may also claim compensation for the damage caused by the Employee's conduct. The Employee expressly agrees that the Employer shall deduct the agreed contractual penalty from his wages (deduction) on the basis of an appropriate decision of the Employer.

The Employer and Employee also agree a non-compete clause (a contractual prohibition on competitive activity) in the employment agreement.

The Employee undertakes not to carry out any work or engage in any business for his own or another person's account which falls within the scope of the activity actually carried out by the Employer and which constitutes or may constitute competition for the Employer, for a period of 3 months following the termination of the employment agreement by agreement, whether as a result of regular dismissal by the Employee, regular dismissal for cause or extraordinary dismissal by the Employer, except in the case of extraordinary dismissal as referred to in the sixth indent of the first paragraph of Article 110 of the Labour Code, and except in the case of an extraordinary dismissal as referred to in Article 110 of the Labour Code.

If compliance with the non-compete clause makes it impossible to obtain earnings comparable to the wage agreed in the agreement, the Employer must pay the Employee a monthly allowance for as long as the non-compete clause is complied with.

The financial compensation payable to the Employee for compliance with the non-compete clause is one-third of the Employee's average net monthly salary during the three months preceding the termination of the employment agreement.

The Employer may, at any time during the term of the non-compete clause, notify the Employee that it is opting out of the non-compete clause. In this case, the Employee is no longer bound by the non-compete clause, and the Employer stops paying him any financial compensation for complying with the non-compete clause.

Article 14
Further training

The Employee shall have the right and obligation to undergo further training, attend professional seminars and other forms of professional development in accordance with the decisions and conditions laid down by the Employer in accordance with the needs of the work process, in order to maintain or extend his ability to perform his job and to safeguard his employment.

In the event of termination of the agreement, the Employee shall reimburse the Employer for the costs of the training for the purposes referred to in paragraph 1 of this Article.

Similarly, if the Employer terminates the agreement for wrongful reasons, the Employee must reimburse the Employer for the costs of the training.

The Employer or his delegate decides on the training needs of the Employee in the interests of the Employer. The duration, course of the training and the other rights and obligations of the parties during and after the training shall be determined by the training agreement.

Article 15
Holidays

The Employee shall use the annual leave in line with the Employer's rules and the annual-leave plan and/or on the basis of an approval given by the Employer's direct superior.

The Employee is entitled to the full annual leave entitlement at the end of a period of continuous service of not more than six months, whether full-time or part-time.

Annual leave may be taken in several parts, but one part must last at least two weeks.

The Employee must take at least two weeks of annual leave by the end of the current calendar year and the remainder by 30 June of the following year.

The Employee shall take annual leave in accordance with the annual working time schedule and as agreed with the Employer.

In cases of emergency, the Employee must interrupt the leave and return to work, unless this is not possible for objective reasons, in view of the extraordinary needs of the work process.

The Employer shall grant annual leave for the calendar year in writing no later than 31 March of the current year, taking into account the fulfilment of the conditions laid down by law or by a general regulation of the Employer, whichever is more favourable to the Employee, in accordance with the needs of the Employee and in order to ensure continuity of the work process.

Article 16
Holiday Allowance

The Employer is obliged to pay the annual leave allowance to the Employee entitled to annual leave at the rate set by written decision of the Employer and applicable law.

If the Employee is only entitled to a pro rata share of annual leave, he is only entitled to a pro rata share of the recourse payment.

Article 17
Protection of personal data

The Employee authorises the Employer to collect, store, process and use his personal data obtained during the term of this contractual relationship for the duration of the contractual relationship. After the termination of the employment agreement, the personal data of the Employee will be kept for 5 years.

The Employer or a person authorised by the Employer may disclose personal data to third parties authorised to do so by law, by court decision, for the purposes of proceedings before public authorities or if this is necessary for the exercise of rights and obligations arising out of or in connection with the employment relationship.

Article 18
Handover

In the event of termination of this agreement for any reason, the Employee must, no later than the last day of work, hand over the work in writing, hand over any documentation in his possession and any technical and other working equipment he has received from the Employer.

At the time of handover, a record shall be made, signed by the Employee and the employee who will take over the work and documentation from the Employee, and, in the case of technical resources, by the Employee and the immediate supervisor.

If the Employee fails to comply with the provisions of this agreement relating to the handover of work, documentation and technical means, he shall be liable to pay compensation to the Employer for any actual damage suffered by the Employer as a result.

Article 19
Notice period

In the event of termination by the Employee, a notice period of one (1) month shall be given.

If the Employer terminates the employment agreement for any reason, the notice periods laid down in the applicable Employment Relations Act apply.

The period of notice starts on the day following the day on which the notice of termination is served.

Article 20
Compensation in lieu of notice

The Employer and the Employee can agree on an appropriate financial compensation in lieu of part or all of the notice period.

The agreement referred to in the preceding paragraph must be in writing.

Article 21
Amendments

Either party may propose amendments to this agreement or the conclusion of a new agreement.

The other party shall respond to the written proposal in writing within 15 days of receipt of the proposal.

The amendment of the agreement shall be effected by means of an annex to this agreement or, where the nature of the amendment so requires, by the signing of a new agreement of employment.

All amendments to this Agreement shall be in writing and shall be legally valid if signed by both parties.

The parties agree to resolve all disputes amicably; in the event that an amicable solution is not possible, the Ljubljana Labour and Social Court shall have jurisdiction to settle disputes.

Article 22 Final provisions

Any aspects not regulated by this agreement shall be directly subject to the Employer's rules, regulations and the positive law.

The Employee expressly acknowledges that he/ examined the present employment agreement for at least 3 days before signing it and declares that he is aware of the general acts of the Employer and that his signature of the present agreement reflects his true and genuine will.

The Employee has the right to have access at any time, at his request, to the Employer's general acts governing the individual rights and obligations of Employees.

The Employer undertakes to provide the Employee with a photocopy of the social security registration within 15 days of the conclusion of the agreement.

The agreement is drawn up in two copies, one for the Employee and one for the Employer.

This Agreement shall enter into force on the date of its signing by both parties.

Nova Gorica, 01.04.2021

Director
Dejan Jović

Employee
Dejan Jović

The logo for Blue Ocean Gaming, featuring the text "Blue Ocean" in a large, blue, sans-serif font, with "GAMING" in a smaller, blue, sans-serif font below it. A stylized signature in blue ink is written over the text.A handwritten signature in blue ink, appearing to read "Jović", written over a faint, larger signature.



TS

I, the undersigned Peter Szabo, court interpreter for the English language, appointed by Decree No. 165-03-3/01 of the Ministry of Justice of the Republic of Slovenia, hereby declare that this translation entirely corresponds to the original Slovenian text.

Podpisani Peter Szabo, z odločbo Ministrstva za pravosodje Republike Slovenije št. 165-03-3/01 imenovan za sodnega tolmača za angleški jezik, potrjujem, da se ta prevod popolnoma ujema z izvirnim besedilom, ki je sestavljeno v slovenskem jeziku.

Nova Gorica, 05 September 2022



Peter Szabo

Digitally signed by Peter Szabo's
POSTA SLOVENIJE d.o.o. ID
Date: 05 September 2022 10:07:00
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