

EMPLOYMENT AGREEMENT

entered into the 1st of October 2022

Between

Of the one-part **Altica Limited**, a limited liability company registered under the Law of Malta, with company registration number C 98317, and having its registered address at MK Business Center, 115A Floor 2, Valley Road, BKR 9022 Birkirkara, Malta, and hereinafter referred to as the “Employer”, and

Of the other part **Anatolii Snehirov**, an Ukrainian national, with passport number FB324045, having its registered address at 73 Triq Ix-Xatt, ap.15, Sliema, SLM 1022, Malta, hereinafter referred to as the “Employee”.

Whereas

- A The Employer wishes to enter into an indefinite contract of employment with the Employee;
- B The Employer wishes to regulate the relationship with the Employee by a specific contract of service; and
- C The parties wish that their contractual relationship be regulated on the terms and conditions as detailed hereunder.

EMPLOYMENT POSITION

The Employer hereby employs the Employee, who accepts, to serve as a ***Head of Research and Development; (including Search Engine Optimization and Systems Architecture)***. **On full-time basis of 40 hours a week**, subject to the terms and conditions contained hereunder. The Employee accepts that the Employer may at its discretion require him to perform other duties or tasks not within the scope of his normal duties but related to his job description and the Employee agrees to perform those duties or undertake those tasks as if they were specifically required under this Agreement.

DUTIES AND FUNCTIONS OF THE EMPLOYEE

- A. The duties and functions of the Employee shall be assigned by the Employer from time to time, having regard to the Employee’s skills and experience.
- B. In the performance of the said duties and functions the Employee will report to the Employer or to any other person/s as may be designated in writing by the Board of Directors of the Employer from time to time.
- C. The Employee shall devote his entire productive time, skill, knowledge, ability and attention solely and exclusively to the business of the Employer and shall faithfully and diligently perform all duties in a professional, ethical and business-like manner and exercise

such powers consistent with office to which he/she is appointed as may from time to time be assigned to or vested in him.

D. The Employee shall at all times conduct him in a reasonable manner, observe all rules and regulations applicable to his place of work, carry out to the best of his ability the lawful orders of his superiors, perform his duties with diligence and efficiency, promote the interest of the Employer and safeguard the Employer's property.

DURATION AND TERMINATION

A. This service contract shall commence on the **1st of October 2022**, or any earlier Commencement Date as may be agreed upon between the parties hereto, for an indefinite period, subject to such earlier termination as provided in this agreement or under applicable law.

B. The Employee shall be under six-month probation according to Maltese Employment Law.

C. In the event that the Employee is either in breach of any material obligation owed to the Employer or habitually neglects the duties to be performed under this agreement or engages in any conduct which is dishonest or damages the reputation and/or standing of the Employer or is convicted of any criminal act or engages in any act of moral turpitude, such circumstances shall constitute a good and sufficient cause for dismissal and for the ipso facto termination of this contract of service without the need of giving any notice and without any liability on the part of the Employer to make any payment for the remainder of the time agreed upon in terms of this contract of service. In the event of the Employee's dismissal in such circumstances, the Employee's entitlement for remuneration shall be limited to the portion of his/her salary up to and including the date of termination.

D. Documents of whatever nature, whether original or copies, belonging to the Employer shall be surrendered to the Employer without reserve on the termination of the employment at any time and for whatever cause.

GENERAL CONDITIONS

A. The Employee shall perform his duties at the Employer's offices and/or such other place/s as may be advised to the Employee from time to time, but the Employer shall not without the Employee's prior consent require him to reside anywhere outside Malta except in the ordinary course of his duties.

B. Normal working hours shall be established by the employer from time to time in accordance with the applicable laws and regulations.

C. The days of work and the working hours per day shall be those as may be stipulated by the Employer from time to time.

REMUNERATION

A. During his employment with the Employer, the Employer shall pay to the Employee a gross annual salary in the amount of **70,200 EUR** which shall accrue day-to-day. The Employee is also due any statutory bonuses and governmental sanctioned increases.

B. The Employee's salary shall be payable in arrears monthly.

PROHIBITION AGAINST OTHER WORK

The Employee will not, during the term of this Agreement, directly or indirectly engage in any other business, either as an employee, employer, consultant, principal, officer, director, advisor, or in any other capacity, either with or without compensation, without the prior written consent of the Employer.

The Employee shall not during the continuance of this contract of service and for a period of 2 years after the termination of his employment with the Employer, either on his own account or for any other firm, company, person, whether legal or physical, solicit or interfere with or endeavor to entice away from the Employer any firm, company, person, legal or physical, who/which at any time during the period of employment was a customer of or in the habit of dealing with the Employer, nor shall the Employee solicit or interfere with or endeavor to entice away from the Employer any employee of the Employer after the termination of this contract of service nor shall carry on either alone or jointly with any firm, company or person whether legal or physical be it as principal, agent or otherwise either directly or indirectly any business activities competing or interfering with the Employer's activities.

In the event of a breach to this clause, the Employer shall have the right to seek material compensation for the damages it has incurred as a result of such breach.

CONFIDENTIALITY

The Employee will not, at any time, even after the termination of this agreement, in any fashion, form or manner, use to his own advantage or to the detriment of the Employer or of any of its clients, or else directly or indirectly divulge, disclose or communicate to any person, firm or corporate entity, in any manner whatsoever, any information of any kind, nature or description, concerning any matters effecting or relating to the business of the Employer and/or any of its clients.

This includes, without limitation:

- i) the names of any of its customers, clients, business associates, or employees
- ii) prices at which products and/or services are acquired, provided and/or sold;
- iii) any other information concerning the business of the Employer or that of any of its clients, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard as to whether any or all of the foregoing matters would be deemed confidential, material, or important.

The parties hereby stipulate that the foregoing matters are important, material and confidential, and gravely affect the successful conduct of the business of the Employer and the goodwill essential between the Employer and the Employee.

Any business contacts made by the Employee in the course of the employment shall be passed exclusively to the Employer.

Any breach by the Employee of the terms of this above shall be deemed to be a material breach of this agreement.

LEAVE ENTITLEMENT

The Employee shall be allowed intervals for meals and rest and be entitled to such vacation leave possibly taken at the rate of 2.25 days per month, sick leave, bereavement leave, marriage leave, maternity leave, leave on the occasion of the birth of a child to the wife, injury leave and leave for jury service and to all public holidays with full pay in accordance with the provisions of applicable laws and regulations PROVIDED THAT the Employee shall not be entitled to carry forward any leave entitlement not utilized or receive payment therefore and provided further that the Employee shall make use of his vacation leave in accordance with the practices, procedures and exigencies of the Employer.

Provided further that a medical certificate certifying incapacity of work shall be produced by the Employee to the Employer in cases of sick leave and that the Employer shall have the right, if it deems fit, to require its own medical officer to visit and medically examine the Employee.

MISCELLANEOUS

A. The Employee accepts and agrees that any information, process, study, design or other property developed by him or in the development of which he/she might have participated during his employment with the Employer, is to be deemed to be the full property of the Employer from the beginning.

B. The terms and conditions of this Agreement shall supersede any other agreement, arrangement, statements, representations or negotiations made or existing between the parties prior to the execution of this Agreement, which shall constitute the entire understanding between the parties hereto. Except as otherwise

provided herein, no addition, amendment or modification to these terms and conditions shall be effective unless it is in writing and signed or accepted by both the Employee and the Company.

C. The Employee shall have no authority to enter into any contracts or other arrangement, binding on the Employer, except as specifically authorized in writing by the Employer.

D. If the Employee shall become unable to perform his duties by reason of illness or any kind of disability, he/she shall be entitled to all the benefits stipulated by law. At the end of the sick leave entitlement with pay and half pay, the Employer is entitled to terminate the agreement and no additional payments shall be due to the Employee. This provision shall be without prejudice to the dismissal of the Employee at any time during the probationary period.

DATA PROTECTION

The Employee may be required to process personal data on behalf of the Employer from time to time. In carrying out such processing functions the Employee shall:

- (a) Act only on instructions from the Employer; and
- (b) Take all those security measures available to the Company to protect the personal data against accidental, destruction or loss or unlawful forms or processing as set out in the Data Protection Act.

In the event of the breach of this condition, the Employee shall indemnify the Company and hold it harmless against any losses, liabilities or damages resulting therefrom.

The Employee acknowledges and understands that the Employer's communication systems made available to the Employee shall be used by him solely and exclusively in furtherance of the Employer's business. All communications made by the Employee through the Employer's communication systems are subject to interception, surveillance and monitoring by the Company and the Employee hereby gives the Employer's his unqualified consent to the interception, surveillance and monitoring of such communications.

ACCRUED RIGHTS

The expiration or termination of this Agreement however arising shall not operate to affect such of the provisions of this Agreement as are expressed to operate or have effect after then and shall be without prejudice to any accrued rights or remedies of the parties.

SEVERABILITY

If any term or provision in this Agreement (or any part of such a term or provision) shall be held by any Court or Tribunal of competent jurisdiction to be unenforceable, under any enactment or rule of law, such term or provision or part shall to that extent be deemed severable and not to form part of the Agreement, but the validity and enforceability of the remainder of the Agreement shall not be affected.

NOTICES TO BE GIVEN

The notice periods to be observed by the Employer and the Employee in the case of termination of this Contract shall be those prescribed by Section 36 of the Employment and Industrial Relations Act (Chapter 452 of the Laws of Malta).

Any notice required by this Agreement or to be given in connection with this agreement, shall be given in writing and sent to the appropriate party by registered mail.

APPLICABLE LAW AND JURISDICTION

This agreement shall be exclusively regulated and governed by the Laws of Malta and any dispute arising between the parties from any matter related or otherwise connected to this agreement shall be subject to the exclusive jurisdiction of the Courts of Malta.

Anything not specifically provided for in this agreement shall be regulated by the Employment and Industrial Relations Act (Chapter 452 of the Laws of Malta).

ASSIGNMENT

Neither this agreement nor any interest in this Agreement may be assigned by the Employee.



Employer
Altica Limited
Mr. Sergiu Cravenco
Director
01/10/2022



Employee
Mr. Anatolii Snehirov
01/10/2022