

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EUGENE CHEN	09/02/2020
PITT CHANG	09/02/2020
DANIEL HARPER	12/29/2017
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City:	KOMEDA
State/Country:	SLOVENIA
Postal Code:	1218
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29675963
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DATE SIGNED:	10/14/2020
Total Attachments: 17	
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DECLARATION AND ASSIGNMENT FOR PATENT AND DESIGN APPLICATIONS**TITLE OF INVENTION:****FITTING**

As a below named inventor, I hereby declare that:

This declaration is directed to:

- ☐ the attached application
or
☒ United States Application Number 29/675,963 filed on January 7, 2019.

The above identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt and adequacy of which I hereby acknowledge, I hereby sell, assign, and transfer unto EKWB d.o.o., a corporation of Slovenia (hereinafter "Assignee"), its successors and assigns, my entire right, title, and interest in, to, and under the above identified application and the inventions disclosed therein; any Patents of the United States of America that may be obtained in respect thereof; any corresponding applications for Patent and Patents issuing therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee, its successors and assigns forever.

I hereby covenant and agree to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this Assignment.

Given Name (first and middle [if any])	Family Name or Surname
Pitt	Chang
Inventor's Signature	Dated
<i>Pitt Chang</i>	S e p / 2 / 2 0 2 0

On this _____ day of _____, 2020, personally appeared before me the above-named Pitt Chang, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

Signature: _____

Witness Printed Name _____

An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form. Use an additional PTO/AIA/01 form for each additional inventor.

PATENT**REEL: 054048 FRAME 0861**

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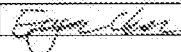
Given Name (first and middle [if any])

Family Name or Surname

Eugene

Chen

Inventor's Signature



Dated

2020.09.02

On this _____ day of _____, 2020, personally appeared before me the above-named Eugene Chen, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

Signature: _____

Witness Printed Name _____

An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form. Use an additional PTO/AIA/01 form for each additional inventor.

Na podlagi 11., 31. in 54. člena Zakona o delovnih razmerjih (Ur. list RS št. 21/2013 in nadaljnji), določb Kolektivne pogodbe za obrt in podjetništvo (Ur. list RS št. 92/2013 in nadaljnji), Kolektivne pogodbe za dejavnost elektroindustrije Slovenije (Ur. list 108/2005 in nadaljnji) ter v skladu z določili splošnih aktov družbe EKWB d.o.o.

skleneta

EKWB d.o.o., Poslovna Cona Žeje pri Komendi, Pod Lipami 18, 1218 Komenda, davčna številka 30449383, matična številka 3358151, ki ga zastopa direktor družbe g. Edvard König (v nadaljevanju »delodajalec«)

in

g. **Daniel George Harper**, rojen 3.10.1974 v, s stalnim prebivališčem 3 The Birches Charlton, London, SE7 7PB Združeno Kraljestvo, EMŠO 0310974501553, davčna številka 74954393 (v nadaljevanju »delavec«)

skupaj imenovani pogodbeni stranki

naslednjo

POGODBO O ZAPOSILITVI

za nedoločen čas

Subject to Articles 11, 31 and 54 of the Employment Relationship Act (Official Gazette of RS No. 21/2013 and subsequent), regulations of the Collective Agreement for craft and entrepreneurship (Official Gazette of RS No. 92/2013 and subsequent), Collective Agreement for electricity industry (Official Gazette of RS No. 108/2005 and subsequent) and subject to the provisions of General Acts of the Company EKWB d.o.o.

stipulate

EKWB d.o.o., Poslovna Cona Žeje pri Komendi, Pod Lipami 18, 1218 Komenda, Tax Number 30449383, Registration number 3358151, represented by the General Manager Mr Edvard König (hereinafter "Employer")

and

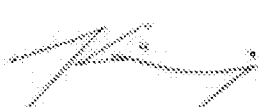
Mr **Daniel George Harper**, born on 3.10.1974, with permanent residence at 3 The Birches Charlton, London, SE7 7PB Great Britain, Personal Identification Number 0310974501553, Tax Number 74954393 (hereinafter "Employee")

jointly appointed Contractual Parties

the following

EMPLOYMENT CONTRACT

of an indefinite duration



**1. člen
(Uvodne določbe)**

Pogodbeni stranki uvodoma, kot nesporno, ugotavljata in izjavljata,

- da sta dne 15.11.2017 sklenili pogodbo o zaposlitvi za opravljanje del in nalog delovnega mesta »Razvojni inženir 2« za določen čas s polnim delovnim časom od 15.11.2017 do 14.2.2018;
- da ima delodajalec potrebo po opravljanju dela na delovnem mestu »Razvojni in modifikator sistemov in ohišij«;
- da je delavec predložil delodajalcu resnične, točne, verodostojne podatke, zagotovila in dokazila o izpolnjevanju pogojev za opravljanje dela;
- da je delodajalec ocenil, da ima delavec vse potrebne kompetence za opravljanje dela - to je, da je usposobljen (delovne izkušnje, funkcionalna znanja) in, da ima potrebne sposobnosti, zmožnosti, veščine in lastnosti;
- da je delodajalec na podlagi navedenih ugotovitev izbral delavca za opravljanje dela;
- da je delodajalec delavca seznanil s splošnimi akti delodajalca;
- da je delodajalec delavca pred sklenitvijo pogodbe o zaposlitvi seznanil z delom, pogoji dela ter pravicami in obveznostmi delavca in delodajalca, ki so povezane z opravljanjem dela na delovnem mestu, za katerega se sklepa pogodba;
- da po vedenju delavca ni okoliščin, ki bi ga kakorkoli onemogočale ali bi ga bistveno omejevale pri izvrševanju obveznosti iz te pogodbe ali ki bi lahko med trajanjem delovnega razmerja ogrožale življenje ali zdravje oseb, s katerimi bo pri izvrševanju svojih obveznosti, v skladu z določili te pogodbe, prihajal v stik;
- da je delodajalec delavcu pred

**Article 1
(Introductory provisions)**

The Contractual Parties initially undisputedly identify and declare,

- that they have signed the employment contract for the workplace "Development engineer 2" on 15 November 2017 of a definite duration since 15 November 2017 till 14 February 2018;
- that the Employer has the need to perform work at the workplace »Modder Developer«;
- that the Employee has provided the Employer with true, accurate, credible information, assurances and evidence of the fulfillment of the conditions for performing the work;
- that the Employer has assessed that the Employee has all the necessary competences to perform his job - that is, he is trained (work experience, functional knowledge) and that he has the necessary competences, abilities, skills and qualities;
- that on the basis of the above findings, the Employer chose the Employee to perform work;
- that the Employer acquainted the Employee with the General Acts of the Employer;
- prior to the conclusion of the Employment Contract, the Employer informed the Employee about the work, the conditions of work and the rights and obligations of the Employee and the Employer, related to the performance of work at the workplace for which the Contract is concluded;
- that, according to the Employee, there is no circumstances that would in any way prevent or substantially restrict him in the performance of obligations under this Contract, or which could endanger the life or health of the persons with whom, in the performance of their obligations, during the duration of the employment relationship, in accordance with the provisions of this Contract, he came into contact;
- before the conclusion of this Contract,

sklenitvijo te pogodbe izročil pisni predlog pogodbe o zaposlitvi;

- da je delavec soglašal s predloženim predlogom pogodbe,

zaradi česar sklepata to pogodbo o zaposlitvi.

2. člen (Pravni okvir)

Pri sklepanju in prenehanju pogodbe o zaposlitvi in v času trajanja delovnega razmerja sta delavec in delodajalec dolžna upoštevati vsakokratno veljavna določila zakona, ki ureja delovna razmerja, drugih zakonov in predpisov, Kolektivne pogodbe za obrt in podjetništvo, Kolektivne pogodbe za dejavnost elektroindustrije Slovenije (v nadaljevanju »zakon«), vsakokratno veljavna določila splošnih aktov delodajalca (zlasti določila Akta o sistemizaciji delovnih mest, Pravilnika o prejemkih iz delovnega razmerja, Izjave o varnosti z oceno tveganja; v nadaljevanju »splošni akti delodajalca«) in določila te pogodbe.

Zakonske norme in določila splošnih aktov delodajalca, navedena v prvem odstavku tega člena, predstavljajo minimalni obseg delavčevih pravic in se uporabljajo neposredno, v kolikor niso posamezne pravice delavca v tej pogodbi ugodneje opredeljene oziroma, če njegove pravice s to pogodbo niso določene.

3. člen (Vrsta delovnega razmerja, delovno mesto in datum nastopa dela)

S to pogodbo o zaposlitvi se sklene delovno razmerje med delavcem, g. **Daniel George Harper** in delodajalcem, družbo **EKWB d.o.o.**

Pogodba o zaposlitvi se sklene za nedoločen čas za polni delovni čas od **1.1.2018** za opravljanje dela na delovnem

the Employer submitted a written proposal for an Employment Contract;

- that the Employee consented to the proposed proposal of the Contract,

for which they conclude this Employment Contract.

Article 2 (Legal framework)

When concluding and terminating the Employment Contract and for the duration of the employment relationship, the Employee and the Employer are obliged to comply with the applicable provisions of the law governing employment relationships, other laws and regulations, Collective Agreement for craft and entrepreneurship, Collective Agreement for electricity industry (hereinafter: the »law«), the current provisions of the Employer's General Acts (in particular the Act of the Systemisation of Workplaces, the Rules on the Remuneration from Employment, the Statement of Safety with Risk Assessment, hereinafter referred to as the "General Acts of the Employer") and the provisions of this Contract.

The legal norms, normative regulations and provisions from general acts, stated in paragraph one of this article, present the minimum scope of the Employee's rights and are used directly, unless individual rights of the Employee are in this Contract more favourable for him or if this Contract does not define his rights.

Article 3 (Type of employment relationship, position and date of commencement of work)

This Employment Contract stipulates the employment relationship between the Employee, Mr **Daniel George Harper** and the Employer, the Company **EKWB d.o.o.**

The Contract of employment is concluded for an **indefinite period** of time for full-time since **1.1.2018** to perform work at the

mestu **Razvojniki – strokovnjaki za vodnjo hlajenje**.

Delavec nastopi delo s 1.1.2018. S tem dnem ga delodajalec prijavi v pokojninsko, invalidsko in zdravstveno zavarovanje, v zavarovanje za starševsko varstvo in v zavarovanje za primer brezposelnosti.

4. člen (Delovne naloge)

Delovno mesto **Razvojniki in modifikatorji sistemov in ohišij** je opredeljeno v splošnem aktu delodajalca. Delavec je dolžan opravljati naslednja dela:

- razviti 6 posebnih PC moddov na leto,
- poročati o trendih in stanju na trgu za CPU in GPU,
- predlagati nove izdelke in linije izdelkov,
- razvijati koncepte in prototipe,
- opravljati vsa ostala dela iz delovnega področja, ki ustrezajo strokovni izobrazbi, znanju in sposobnostim ter so povezana z deli in opravili, navedenimi v tem opisu.

5. člen (obveznosti delavca)

Delavec se zavezuje:

- da bo svoje delo opravljal vestno:
 - da bo upošteval delodajalčeve zahteve in navodila v zvezi z izpolnjevanjem pogodbenih in drugih obveznosti iz delovnega razmerja
 - da bo delovne naloge izvrševal strokovno, kakovostno in pravočasno in s tem dosegal pričakovane rezultate dela
 - da bo ekonomsko smotno in odgovorno uporabljal zaupana mu delovna sredstva in material
 - da bo ekonomsko smotno in odgovorno izrabljal delovni čas
 - da bo spoštoval in izvajal posebne

workplace Modder Developer.

The Employee commences work as of 1.1.2018. On that date, the Employer registers him to pension, disability and health insurance, to insurance for parental protection and to unemployment insurance.

Article 4 (Work tasks)

The working position of **R&D Engineer and Modder Developer** is defined in the general act of the Employer. The Employee is obliged to perform the following work:

- develop 6 special PC mods per year,
- report on trends and conditions of the market for CPU and GPU,
- propose new products and product lines,
- develop concepts and prototypes,
- perform all other work from the working areas, which correspond to the professional education, knowledge and skills and are associated with the parts and passed the specified in this description.

Article 5 (Obligations of Employee)

The Employee undertakes:

- to perform his duties scrupulously:
 - to adhere to the Employer's demands and instructions with respect to the fulfilment of Contractual and other obligations from the employment relationship
 - to perform the work professionally, with high level of quality, timely, and in this way achieve the expected results of the work
 - to use the entrusted operating resources and material with the sense of economy and responsibility
 - to spend the work time with the sense of economy and responsibility
 - to observe and execute special

predpise ter ukrepe o varnosti in zdravju pri delu in pisna ter ustna navodila delodajalca s tega področja ter pazljivo opravljati delo, da zavaruje svoje življenje in zdravje ter življenje in zdravje drugih oseb

- da bo spoštoval in izvajal predpise in pisna ter ustna navodila delodajalca s področja požarne varnosti;

- da bo v primerih, določenih z zakonom opravljati tudi drugo delo;

- da bo obveščal delodajalca:

- o bistvenih okoliščinah, ki vplivajo oziroma bi lahko vplivale na izpolnjevanje njegovih pogodbenih obveznosti in o vseh spremembah podatkov, ki vplivajo na izpolnjevanje pravic iz delovnega razmerja

- o vsaki grozeči nevarnosti za življenje ali zdravje ali za nastanek materialne škode, ki jo bo zaznal pri delu

- o vsaki poškodbi pri delu ne glede na težo ali posledice;

- da ne bo škodljivo ravnal:

- da se bo vzdržal vseh ravnanj, ki glede na naravo dela, ki ga opravlja pri delodajalcu, materialno ali moralno škodujejo ali bi lahko škodovala poslovnim interesom delodajalca

- da bo gradil korekten odnos z naročniki, poslovnimi partnerji in sodelavci

- da bo skrbel za osebno urejenost v zvezi z delom

- da bo ustvarjal in varoval dobro ime delodajalca;

- da bo spoštoval splošne akte in pravila delodajalca.

6. člen (Kršitev obveznosti)

V primeru, da delavec ne izpolnjuje svojih dolžnosti in delovnih obveznosti ali ne upošteva tistega, kar je določeno v tej pogodbi, krši pogodbeno obveznost.



regulations related to health protection at work, as well as oral instructions of the Employer related to this area, and to perform his duties with due care, to protect his life and health and the lives and health of other people

- to observe and execute regulations as well as written and oral instructions of the Employer related to fire safety;

- to perform other tasks in situations, defined by law;

- to inform the Employer:

- on any essential circumstances that influence or may influence her performance of the Contractual obligations and on any changes to the data affecting the fulfillment of rights arising from an employment relationship

- on any imminent risks for life or health or for the emergence of material damage that he may become aware of in performing his work

- on any injury that may happen to him at work, regardless of the seriousness or consequences;

- to refrain from actions that may cause damage:

- to refrain from any actions, regardless of the nature of work performed for the Employer, that may damage the business interests of the Employer in the material or moral sense

- to establish fair relationships with clients, business partners and colleagues

- to take care of his personal appearance related to his work

- to create and protect the Employer's good reputation;

- to comply with the General Acts and regulations of the Employer.

Article 6 (Contractual obligation violation)

The Employee shall be considered to violate the Contractual obligations if he does not comply with his obligations and work duties or if he does not adhere to the



Kršitev obveznosti iz te pogodbe in drugih obveznosti iz delovnega razmerja je razlog za delavčevo disciplinsko odgovornost in se mu, pod pogoji, določenimi v zakonu, s strani delodajalca lahko odpove pogodba.

V primeru, da delavec povzroči na delu ali v zvezi z delom, namenoma ali iz hude malomarnosti, delodajalcu škodo, jo je dolžan povrniti.

7. člen (Obveznosti delodajalca)

Delodajalec se zavezuje, da bo:

- delavcu zagotavljal delo, ki je dogovorjeno v tej pogodbi ter vsa potrebna delovna sredstva, potreben material za delo in potrebne podatke za izvršitev dela;
- delavcu zagotovil ustrezno plačilo za opravljanje dela v skladu z zakonom in to pogodbo o zaposlitvi;
- zagotavljal pogoje za varnost in zdravje delavca v skladu s posebnimi predpisi o varnosti in zdravju pri delu, v skladu s posebnimi predpisi o požarni varnosti in v skladu z Izjavo o varnosti z oceno tveganja;
- varoval in spoštoval delavčevo osebnost in dostojanstvo;
- upošteval in ščitil delavčevo zasebnost;
- varoval delavčeve osebne podatke v skladu zakonom.

8. člen (Kraj opravljanja dela)

Delo se opravlja v poslovnih prostorih delodajalca na sedežu delodajalca. Skladno s potrebami delovnega procesa se delo opravlja tudi v drugih poslovnih prostorih delodajalca in tudi zunaj njih.

provisions of this Employment Contract.

Any violation of the Contractual or other obligations from the employment relationship represents the reason for the Employee's disciplinary responsibility, which may under certain circumstances defined by law result in the termination of the Employment Contract.

Shall the Employee cause damage with his work or related to his work, either intentionally or for the reason of severe negligence, he shall compensate for the damages.

Article 7 (Obligations of the Employer)

The Employer undertakes:

- to ensure work for the Employee, as stipulated with this Employment Contract and all the necessary working resources, the necessary material for work and the necessary data for the execution of the work;
- to ensure adequate payment to the Employee for the performed work in accordance with the law and this Contract;
- to provide conditions for the safety and health of the worker in accordance with specific health and safety regulations in accordance with special fire safety regulations and in accordance with the Statement of Safety with Risk Assessment;
- to protect and respect the Employee's personality and dignity;
- to take into account and protect the Employee's privacy;
- to protect the Employee's personal data in accordance with the law.

Article 8 (Place of work)

The work is carried out at the Employer's premises at the seat of the Employer. In accordance with the needs of the work process, work is also performed on other business premises of the Employer and



9. člen
(Delovni čas, odmori in počitki)

Delavec opravlja delo s polnim delovnim časom v trajanju 40 ur tedensko. Delo poteka v eni izmeni.

Dnevna in tedenska razporeditev delovnega časa ter razporeditev delovnega časa v koledarskem letu v okviru delovne obveznosti iz prejšnjega odstavka je podrobneje določena v splošnem aktu delodajalca. V primerih in pod pogoji, ki jih določajo zakon in splošni akti delodajalca, je lahko delovni čas v skladu s potrebami delovnega procesa med letom tudi začasno prerazporejen.

Kadar delavec dela v neenakomerno razporejenem ali začasno prerazporejenem delovnem času, opravi v določenem obdobju večje število ur, vendar največ 56 ur na teden. Presežek opravljenih ur izrabi delavec v skladu z možnostmi in potrebami delovnega procesa.

V primerih, pod pogoji in v obsegu, določenem z zakonom, je delavec na zahtevo delodajalca dolžan opravljati nadurno delo.

Delavec ima pravico do dnevnega odmora in počitkov v skladu z zakonom.

10. člen
(Letni dopust)

Osnove in merila za izračun dopusta so določena v splošnem aktu delodajalca. Trajanje letnega dopusta se spreminja v skladu s spremembo okoliščin, ki vplivajo na dolžino letnega dopusta.

Delavec ima pravico do letnega dopusta, ki

also outside of them.

Article 9
(Working time, breaks and rests)

The worker performs full-time work for 40 hours per week. Work is done in one shift.

The daily and weekly distribution of working hours and the allocation of working hours in a calendar year in the context of the work obligation referred to in the previous paragraph is specified in more detail in the General Act of the Employer. In cases and under conditions determined by the law and General Acts of the Employer, the working time may also be temporarily reassigned in accordance with the needs of the working process during the year.

When the Employee works in an unevenly allocated or temporarily re-allocated working time, he carries out a larger number of hours over a specified period but not more than 56 hours per week. The excess of hours worked is spent by the Employee in accordance with the possibilities and needs of the work process.

In cases, under the conditions and to the extent determined by law, is the worker obliged to perform overtime work at the request of the Employer.

The worker has the right to daily break and rest in accordance with the law.

Article 10
(Annual leave)

The basics and criteria for calculating leave are laid down in the General Act of the Employer. The duration of the annual leave varies according to the changing circumstances affecting the length of the annual leave.

The Employee is entitled to annual leave

v koledarskem letu ne more biti krajši kot 4 tedne. Delavec pridobi pravico do letnega dopusta s sklenitvijo delovnega razmerja.

Delavcu, ki sklene delovno razmerje ali mu preneha delovno razmerje med koledarskim letom, pripada sorazmerni del dopusta glede na trajanje zaposlitve v posameznem koledarskem letu, in sicer 1/12 letnega dopusta za vsak mesec zaposlitve.

Delodajalec je dolžan delavca ob sklenitvi te pogodbe oziroma najkasneje do 31. marca pisno obvestiti o odmeri letnega dopusta za tekoče koledarsko leto.

Delavec lahko izrabi letni dopust v skladu z zakonom in splošnimi akti delodajalca ter zlasti v skladu s planom izrabe letnega dopusta in na podlagi poprejšnje odobritve s strani delodajalca.

11. člen (Plačilo za delo)

Plačilo za delo po tej pogodbi o zaposlitvi je plača, ki je sestavljena iz osnovne plače, dela plače za delovno uspešnost, plačila za poslovno uspešnost in dodatkov.

Osnovna plača delavca za delovno mesto in delovni čas, dogovorjena s to pogodbo, znaša na dan sklenitve pogodbe **bruto 3.350,00 EUR** na mesec (za 174 ur).

Osnovna plača je določena po plačilnem razredu 14 v okviru VII. tarifnega razreda.

V primeru, da delavec presega pričakovane delovne rezultate v skladu s kriteriji in merili, opredeljenimi v splošnem aktu delodajalca je upravičen do dela plače za delovno uspešnost.

V primeru, da delodajalec dosega oziroma

which can not be shorter than 4 weeks in a calendar year. The Employee acquires the right to annual leave by entering into an employment relationship.

The Employee which concludes an employment relationship or terminates his employment relationship during the calendar year shall be entitled to a proportional part of the leave depending on the duration of employment in each calendar year, namely 1/12 annual leave for each month of employment.

The Employer is obliged to inform the Employee in writing at the time of the conclusion of this Contract, or by March 31st at the latest on the amount of the annual leave for the current calendar year.

The Employee may use annual leave in accordance with the law and General Acts of the Employer, and in particular in accordance with the plan of using annual leave and on the basis of prior approval by the Employer.

Article 11 (Payment for work)

Payment for work subject to this Employment Contract is a salary, consisting of a basic salary, a part of pay for job performance, payments for business success, and bonuses.

The basic salary of the Employee for the post and working hours agreed with this Contract is on the day of the conclusion of this Contract **3.350,00 EUR gross** per month (for 174 hours).

The basic salary is determined according to the 14. salary grade of VII. tariff class.

In case the Employee exceeds the expected work results in accordance with the criteria defined in the General Act of the Employer, he is entitled to part of the salary for his work performance.

In the event that the Employer reaches or

presega pričakovane poslovne rezultate v skladu s kriteriji in merili, opredeljenimi v splošnem aktu delodajalca in v vsakoletnem planu poslovanja, je delavec upravičen do plačila za poslovno uspešnost.

Delavec je upravičen do **stalne stimulacije** v višini **650,00 EUR bruto** mesečno. Stalna stimulacija se delavcu v določenem mesecu ne izplača oziroma se izplača v zmanjšanem obsegu v primeru, da družba v zaporednih preteklih treh mesecih ne dosega pozitivnih rezultatov.

Delavec lahko dobi tudi **variabilno stimulacijo** na podlagi kriterijev določenih v Pravilniku o nagrajevanju.

Delavcu pripadajo dodatki za delo v posebnih pogojih dela, ki izhajajo iz razporeditve delovnega časa in dodatek za delovno dobo v skladu z zakonom in splošnimi akti delodajalca.

Delavcu pripadajo povračila stroškov v zvezi z delom, drugi osebni prejemki, nadomestila plače, posebna plačila za delo in drugi prejemki iz delovnega razmerja v skladu z zakonom in splošnimi akti delodajalca.

Plača, povračila stroškov in nadomestila plače se izplačujejo 5. dan oziroma najkasneje 10. dan v mesecu za pretekli mesec. Ti prejemki se nakazujejo na delavčev osebni račun.

Plača se poveča v skladu s spremembo zakona in splošnih aktov delodajalca.

12. člen (Izobraževanje)

Delavec se zavezuje, da se bo strokovno izpopolnjeval na svojem delovnem mestu ter izobraževal v interesu delodajalca, če

exceeds the expected business results in accordance with the criteria defined in the General Act of the Employer and in the annual business plan, the Employee is entitled to a payment for business success.

Employee is entitled to **constant stimulation** in the amount of **650,00 EUR** gross monthly. The constant stimulation of the Employee in a given month will not be paid or shall be paid in the lower range in the event that the company in the consecutive past three months does not reach positive results.

Employee can receive a **variable stimulation** on the basis of the criteria of Act on reward.

Employee is entitled to bonuses for work under special working conditions arising from the allocation of working hours and bonus for seniority in accordance with the law and General Acts of the Employer.

Employee is entitled to reimbursement of expenses related to work, other remuneration, wage compensation, special remuneration for work and other benefits from employment in accordance with the law and General Acts of the Employer.

Salary, reimbursement and wage compensation are paid on the 5th day or at the latest on the 10th day of the month for the previous month. These receipts are credited to the Employee's personal account.

Salary is increased in accordance with the amendment to the law and General Acts of the Employer.

Article 12 (Training)

The Employee undertakes to be professionally trained at his workplace and educated in the interests of the Employer, if

ga bo delodajalec na izobraževanje napotil.

Pravice in obveznosti pogodbenih strank v zvezi z izobraževanjem se lahko podrobneje uredijo v posebni pogodbi.

14. člen (Varovanje posloven skrivnosti)

Delavec v času trajanja te pogodbe ne sme:

- izkoriščati za svojo osebno uporabo ali izdati tretjemu podatkov, ki jih kot poslovno skrivnost določi delodajalec in ki so bili delavcu zaupani ali s katerimi je bil seznanjen na drug način in delodajalčevih poslovnih zadev, ki so označene kot zadeve interne ali zaupne narave;
- brez predhodnega pisnega soglasja delodajalca za svoj ali tuj račun opravljati del ali sklepati poslov, ki sodijo v dejavnost, ki jo delodajalec dejansko opravlja in pomenijo ali bi lahko pomenili za delodajalca konkurenco.

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.

15. člen (Konkurenčna klavzula)

Delavec dve leti po prenehanju pogodbe o zaposlitvi, do katerega je prišlo po njegovi volji ali krivdi, ne sme na svoj ali tuj račun (niti v delovnem razmerju, niti na podlagi kakršnekoli druge obligacijske pogodbe (npr. avtorske, podjetne), niti kot samostojni podjetnik, niti kot ustanovitelj, družbenik, direktor gospodarske družbe, zavoda ali kako drugače opravljati ali sodelovati v dejavnosti, pri kateri bi izkoriščal svoja poslovna znanja in poslovne zveze, ki jih je pridobil pri svojem

the Employer directs him to the training.

The rights and obligations of Contractual Parties with regard to education can be further regulated in a separate Contract.

Article 14 (keep business secrets)

Employee during the term of this agreement shall not:

- abuse any information that the Employer defines as business secret and any information entrusted to him or given to him in any other way for his personal use and not to reveal them to any third person,
- without the prior written consent of the Employer, for his own or a foreign account to perform work or to conclude transactions that fall within the activity, that the Employer actually performs and constitute or could constitute for the Employer's competition

Employer must at the termination of employment return to the Employer all of the assets of the Employer, business materials, study aids and documentation, which may be in the form of written, printed, cartoon, recorded on computer media and other formats.

Article 15 (Non-compete clause)

Employer two years after the termination of the contract of employment that has taken place according to his will, or fault, may not be to his own or third-party account (neither in employment relationship, nor on the basis of any other obligation contract (e.g. copyright, any work contract), nor as an independent contractor, neither as a founder, a partner, a company director, the institute or otherwise engage or participate

delu ali v zvezi z delom v družbi, ki pomenijo ali bi lahko pomenili za delodajalca konkurenco.

Če delavec zaradi spoštovanja navedene konkurenčne klavzule ne bo mogel pridobiti zaslужka, primerljivega njegovi plači v družbi, mu bo delodajalec za čas spoštovanja konkurenčne klavzule mesečno izplačeval denarno nadomestilo v višini 50% povprečne mesečne plače delavca v zadnjih treh mesecih pred prenehanjem pogodbe o zaposlitvi.

Delodajalec bo delavcu začel izplačevati nadomestilo iz prejšnjega odstavka na podlagi njegove pisne zahteve, v kateri je delodajalcu dolžan sporočiti tudi, ali je zaposlen oziroma se ukvarja s pridobitno dejavnostjo v konkurenčni panogi in kolikšen zaslužek pri tem dobiva. Delavec je dolžan delodajalcu sporočiti tudi vsako kasnejšo zaposlitev oziroma opravljanje pridobitne dejavnosti v obdobju, na katero se nanaša konkurenčna klavzula in svoj zaslužek, ki ga na ta način pridobiva.

S podpisom te pogodbe se pogodbeni stranki dogovorita, da delodajalec lahko odstopi od uveljavljanja konkurenčne klavzule, o čemer se mora pisno izjasniti v roku 8 dni od prejema pisne zahteve delavca iz tretjega odstavka tega člena. V tem primeru konkurenčna klavzula delavca ne zavezuje več, hkrati pa mu delodajalec preneha izplačevati denarno nadomestilo za spoštovanje konkurenčne klavzule.

Če delavec krši konkurenčno klavzulo, je dolžan delodajalcu povrniti zaradi tega nastalo škodo in izgubljeni dobiček.

Kršitev varovanja poslovne skrivnosti in kršitev konkurenčne prepovedi se štejeta kot hujši kršitvi pogodbenih obveznosti in pomenita razlog za izredno odpoved

in activities, where he mined his own business knowledge and commercial associations, which is acquired in their work or in connection with work in the company, that constitute or could constitute for the employer's competition.

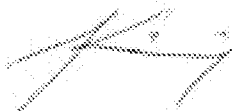
If Employer in order to observe non-compete clause will not be able to obtain earnings comparable to his earnings at the Employer, he will, for the time to respect the non-compete clause, monthly gain monetary compensation in the amount of 50% of the average monthly earnings of the Employer in the last three months before the termination of the employment contract.

The Employer will begin to pay the Employee the compensation, referred to in the preceding paragraph on the basis of his written request. The Employee is obliged to inform Employer also if he is employed or engaged in a gainful activity in the competitive industry and how much benefit this provides. The Employee is obligated to inform the Employer about any subsequent employment or pursuit of other gainful activities in the period to which it relates to the non-compete and your earnings, which in this way obtained.

With the signing of this contract, the contractual parties agree that the Employer may waive the enforcement of the non-compete clause within 8 days from the receipt of the written request of the Employee referred to the third paragraph of this article. In this case, the non-compete clause does no more bound the Employee and the Employer is no more obligate to pay monetary compensation for respecting the non-compete clause.

If the Employee violates the non-compete clause, he is obligated to the Employer to reimburse damage and lost profit.

Violation of the protection of business secrets and breach of the non-compete clause are regarded as a serious breach of contractual obligations and represent the



pogodbe o zaposlitvi.

16. člen
(Avtorsko delo in/ali izum iz delovnega razmerja)

Kadar avtorsko delo ali izum ustvari delavec pri izpolnjevanju svojih obveznosti ali po navodilih delodajalca (avtorsko delo ali izum iz delovnega razmerja), se za imetništvo in prenos avtorskih pravic in pravic intelektualne lastnine uporablja vsakokrat veljavni Zakon o avtorski in sorodnih pravicah ter Zakon o izumih iz delovnega razmerja.

17. člen
(Prenehanje pogodbe o zaposlitvi in odpovedni rok)

Delavcu preneha pogodba o zaposlitvi v primerih in po postopku, ki jih določajo zakon ter splošni akti delodajalca.

Delavec in delodajalec lahko redno ali izredno odpovesta pogodbo o zaposlitvi.

Delavec in delodajalec lahko izredno odpovesta pogodbo o zaposlitvi iz razlogov, določenih z zakonom.

Delodajalec lahko redno odpove pogodbo o zaposlitvi iz poslovnega razloga na njegovi strani. Delodajalec lahko redno odpove pogodbo o zaposlitvi iz razloga nesposobnosti, iz razloga nezmožnosti za opravljanje dela ter iz krivdnega razloga na strani delavca.

Delavec lahko s pisno izjavo redno odpove pogodbo o zaposlitvi, in sicer brez obrazložitve. V tem primeru, mora ostati na delu še v času odpovednega roka, ki znaša

reason for an extraordinary termination of the contract of employment.

Article 16
(Author's work or invention from the employment relationship)

Where a copyright work or invention is created by the Employee in fulfilling his obligations or under the instructions of the Employer (copyright work or invention from the employment relationship), to holdership and transfer of copyright and intellectual property rights used each time the current Law on copyright and related rights and Law on inventions from employment relationship.

Article 17
(Termination of the Employment Contract and notice period)

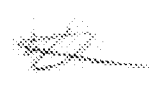
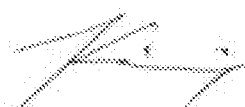
Termination of the Employment Contract is performed under circumstances and according to the procedure prescribed by law and General Acts of the Employer.

The Employee and the Employer can terminate the Contract of employment on an ordinary or an extraordinary basis.

The Employee and the Employer may extraordinarily cancel the employment Contract in cases or for reasons stipulated by law.

The Employer may ordinarily cancel an Employment Contract because of a business reason on his behalf. The Employer may cancel the Employment Contract for reason of incompetence, for reasons of incapacity to perform work and for reason of misconduct on the Employee's side.

The Employee can terminate his Employment Contract with a written statement without a statement of grounds. In this case, he must remain in service for a



30 dni.

Pogodba o zaposlitvi lahko kadarkoli preneha veljati s pisnim sporazumom med delavcem in delodajalcem.

Delavec je ob prenehanju delovnega razmerja dolžan delodajalcu vrniti vsa delovna sredstva in opremo, ki jo je uporabljal za delo. Delavec je dolžan opraviti ustrezno primopredajo svojega dela in delodajalcu izročiti vse rezultate tega dela ter celotno dokumentacijo, baze podatkov, korespondenco, kontakte in podobno, kar se nanaša na opravljanje tega dela. Navedenega ne sme spreminjati, brisati ali uničiti niti posredovati, razmnoževati, kopirati ali kakorkoli drugače uporabiti v celoti ali v posameznih delih.

V primeru, da delavec enostransko prekinе pogodbo o zaposlitvi pred iztekom odpovednega roka iz 5. odstavka tega člena, je delodajalcu odškodninsko odgovoren za škodo, ki le-temu nastane zaradi predčasne prekinitve pogodbe o zaposlitvi.

V primeru, da delavec ne vrne delovnih sredstev in opreme ter ne opravi primopredaje kot je določeno v 7. odstavku tega člena, je delodajalcu odškodninsko odgovoren za škodo, ki le-temu nastane zaradi takšnega delavčevega ravnanja.

18. člen

(Sprememba pogodbe o zaposlitvi)

Spremembo pogodbe o zaposlitvi ali sklenitev nove pogodbe o zaposlitvi lahko predlaga katera koli pogodbeni stranka. V primeru sporazuma stranki zapišeta dodatek k obstoječi pogodbi oziroma skleneta novo pogodbo.

V primeru spremenjenih okoliščin, ki so nastopile po podpisu te pogodbe in sporazuma strank se k obstoječi pogodbi zapiše dodatek oziroma sklene nova

notice period of 30 days.

The Employment Contract may be terminated at any time by a written agreement between the Employee and the Employer.

Upon termination of employment, the Employee is obliged to return the Employer all working assets and equipment that he used for work. The Employee is obliged to perform the appropriate handover of his work and deliver to the Employer all results of this work, as well as the complete documentation, database, correspondence, contacts and the like, which relates to the performance of this work. It may not be modified, deleted, destroyed, reproduced, copied or otherwise used in whole or in part.

In the event that the Employee unilaterally terminates the Employment Contract before the expiration of the period of notice referred to in paragraph 5 of this article, the Employer is liable for damages due to the early termination of the Employment Contract.

In the event that the Employee does not return work and equipment and does not perform the handover as defined in paragraph 7 of this article, he is liable for compensation to the Employer for the damage caused by such behavior.

Article 18

(Change of Employment Contract)

Any Contractual Party may be proposed to amend the Employment Contract or to conclude a new Employment Contract. In the case of an agreement, the Parties shall record the addendum to the existing Contract or enter into a new Contract.

In case of changed circumstances that occurred after the signing of this Contract and the agreement of the Parties, an addendum is added to the existing Contract

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pogodba.

Spremembe in dopolnitve te pogodbe so možne samo v pisni obliki.

19. člen
(Varovanje osebnih podatkov)

Delavec s podpisom te pogodbe izrecno dovoljuje, da se njegovi osebni podatki, dani delodajalcu, obdelujejo in shranjujejo za namene kadrovske evidence in drugih evidenc s področja dela in osebnih prejemkov.

Delodajalec se zavezuje, da bo vse pridobljene podatke s strani delavca uporabljal za namene, za katere so bili zbrani, jih varoval in ne zlorabljal.

20. člen
(Zaupnost pogodbe in drugih podatkov)

Ta pogodba o zaposlitvi ima naravo poslovne skrivnosti, zato se delavec zavezuje, da te pogodbe in/ali podatkov iz te pogodbe ne bo posredoval tretjim osebam, razen v primeru uveljavljanja pravic iz delovnega razmerja na podlagi te pogodbe.

Ne glede na določila splošnih aktov delodajalca in morebitnih drugih dokumentov se osebni podatki delavcev družbe, zunanjih sodelavcev in katerih koli drugih oseb kot tudi podatki o poslovanju delodajalca štejejo za zaupne podatke in jih je delavec dolžan varovati kot poslovno skrivnost.

21. člen
(Reševanje sporov)

Morebitne spore bosta stranki reševali sporazumno, v nasprotnem primeru pa pred stvarno in krajevno pristojnim sodiščem po sedežu delodajalca.

or a new Contract is concluded.

Any amendments or changes of this Contract require written form.

Article 19
(Protection of personal data)

By signing this Contract, the Employee explicitly allows his personal data given to the Employer to be processed and stored for the purposes of personnel records and other records in the field of work and remuneration.

The Employer undertakes to use all the information obtained by the Employee for the purposes for which they were collected, to be protected and not abused.

Article 20
(Confidentiality of Contract and other data)

This Employment Contract is of the nature of professional secrecy, so the Employee undertakes not to provide the Contract and/or information from this Contract to third parties, except in the case of the exercise of employment rights under this Contract.

Notwithstanding the provisions of the Employer's General Acts and any other documents, personal data of employees of the company, external staff and any other persons, as well as information on the operations of the Employer, shall be considered as confidential information and must be protected by the Employee as a business secret.

Article 21
(Solving of disputes)

Possible disputes will be resolved by mutual agreement between the Parties, otherwise, in front of the actual and territorially competent court in the city of the headquarters of the Employer.



**22. člen
(Veljavnost pogodbe)**

Pogodba je sklenjena z dnem podpisa obeh pogodbenih strank. Določila te pogodbe se uporabljajo od 1.1.2018 dalje.

**23. člen
(Število izvodov)**

Pogodba je napisana v dveh enakih izvodih, od katerih prejme vsaka pogodbeni stranka po en izvod.

**Article 22
(Validity of the Contract)**

The Contract is concluded on the date of signature by both Contractual Parties. The provisions of this Contract shall apply from 1.1.2018 onwards.

**Article 23
(Number of copies)**

The Contract is written in two identical copies, from which each Contractual Party receives one copy.

Komenda, 5.1.2018

Družba / Company EKWB d.o.o.
Direktor družbe/General Manager:
g./Mr Edvard König



Komenda, 29.12.17

Employee:
g./Mr Daniel George Harper