

September 1st 2014

LETTER OF ASSIGNMENT

("Agreement")

THIS ASSIGNMENT made this September 1st 2014 by and between CELI srl ("Assignor") with registered office at Via S. Quintino 31 in Turin and tax code: 07751720017; and Pavel Šturm ("Assignee"), resident at Štefánikova 26, 602 00 Brno, Czech Republic

it is hereby agreed and stipulated as follows

The parties are to establish a collaboration with no relationship of employer and employee.

ASSIGNMENT DESCRIPTION AND OBLIGATIONS

The Service requested is language expertise for the development and maintenance of language resources and for natural language processing of Czech.

Availability to provide the service starts, on September 1st 2014.

ASSIGNEE will provide his service in complete autonomy within his own premises (not in Italy) and/or by remote connection to CELI's facilities, establishing himself ways and terms of work that allows the achievement of the objectives of the Service.

ASSIGNEE warrants that the service provided hereunder shall be performed in a professional manner in accordance with generally accepted industry practice.

RENUMERATION AND PAYMENTS

Remuneration to the ASSIGNEE agreed for this collaboration is 125€/day of allowance for expenses and will be paid in monthly installments based on work quantity declared by the ASSIGNEE at the end of each month.

COORDINATION

There is no coordination by ASSIGNOR to the ASSIGNEE in terms of time and location.

CONFIDENTIALITY

Confidential Information shall mean all financial, business, (including trade secrets) and technical or other data and all other information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of ASSIGNOR and/or its CLIENTS that the ASSIGNEE obtains, receives or has access to as a result of the discussions leading up to, or the entering into, or the performance of this Agreement. Notwithstanding the above, information shall not be deemed **Confidential Information** to the extent that it (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes

generally known and available in the public domain through no fault of ASSIGNEE; (ii) was known to the ASSIGNEE at the time of disclosure; (iii) is disclosed with the prior written approval of ASSIGNOR and/or its CLIENTS; (iv) was independently developed by ASSIGNEE without any use of the **Confidential Information** from ASSIGNOR or its CLIENTS; (v) becomes known to ASSIGNEE from a source other than ASSIGNOR and/or its CLIENTS without breach of this Agreement.

ASSIGNEE acknowledges that in the course of the engagement will have access to **Confidential Information** and accepts the restrictions of the confidentiality and proprietary rights of this agreement.

ASSIGNEE undertakes to keep **Confidential Information** disclosed by ASSIGNOR and/or its CLIENTS in a safe and secure place using reasonable technical and organizational security measures to prevent unauthorized access, destruction or loss;

ASSIGNEE undertakes not, without the prior written consent of ASSIGNOR and/or its CLIENTS, to disclose **Confidential Information** disclosed by ASSIGNOR and/or its CLIENTS in whole or in part to any other person or organization save to the personnel who are involved in performing its obligation under the Agreement and who need to know the Confidential Information in question for that purpose of this Agreement.

ASSIGNEE undertakes to use the **Confidential Information** disclosed by ASSIGNOR and/or its CLIENTS solely in connection with performing its obligations under the Agreement and not for its own benefit or the benefit of any third party.

The obligation of ASSIGNEE not to use or disclose **Confidential Information** shall survive the termination or cancellation of this Agreement.

Nothing in the Agreement shall be construed to grant to ASSIGNEE any rights or licenses to use the **Confidential Information**.

Upon the request of ASSIGNOR and/or its CLIENTS, ASSIGNEE shall promptly return all and any of ASSIGNOR and/or its CLIENTS property and materials containing such **Confidential Information** or copies (including material held in electronic form) which has been provided by ASSIGNOR and/or its CLIENTS or are in the possession of ASSIGNEE.

Since unauthorized transfer of ASSIGNOR and/or its CLIENTS **Confidential Information** will substantially diminish its value and injure ASSIGNOR and/or its CLIENTS in ways that cannot be remedied fully by money, ASSIGNEE breach of these Confidentiality obligations will entitle ASSIGNOR and/or its CLIENTS to equitable relief (including orders for specific performance and injunctions) as well as monetary damages.

INTELLECTUAL PROPERTY, INVENTION AND WORKS

Intellectual Property Rights shall mean patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in goodwill, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention shall mean any invention, idea, discovery, development, improvements or innovation made by the ASSIGNEE in connection with the provisions of the Service – subject of this Agreement whether or no patentable or capable of registration, and whether or not recorded in any medium.

Works shall mean all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the ASSIGNEE in connection with the provision of the Service.

ASSIGNEE explicitly grants, assigns and conveys to ASSIGNOR and/or its CLIENTS all rights, title and interest in and to all **Works** results, **Inventions**, works of authorship and other proprietary data and all other materials (as well as the copyrights, patents, trade secrets and similar rights attendant hereto) conceived, reduced to practice, authored, developed or delivered by ASSIGNEE either solely or jointly with others, during and in connection with the performance of the Services under this Agreement. All such rights shall exclusively vest in ASSIGNOR and/or its CLIENTS and SERVICE PROVIDER shall not retain any **Intellectual Property Rights** therein.

ASSIGNEE irrevocably waives its moral and economical rights in any work created developed or delivered hereunder.

TERMS AND TERMINATION

The term of this Agreement ("**Term**") shall commence on September 1st 2014.

This Agreement may be terminated by either party for cause, upon written notice to the other party in the event that:

- (i) a party fails to perform any of its material obligations, representations or warranties hereunder and such failure is not remedied within fourteen (14) days after receipt of written notice;
- (ii) ASSIGNEE expressly or impliedly repudiates this Agreement by refusing to observe the confidentiality requirements as mentioned in this Agreement, ASSIGNOR shall terminate this Agreement immediately, by providing written notice to the other party stating such breach;

This Agreement may be terminated at any moment without cause by either party giving a prior fifteen (15) day written notice.

Upon termination of this Agreement ASSIGNEE shall return to the ASSIGNOR and/or its CLIENTS all materials or any copies in the **Works** and material and copies that has been provided by ASSIGNOR and/or its CLIENTS immediately.

MISCELLANEOUS

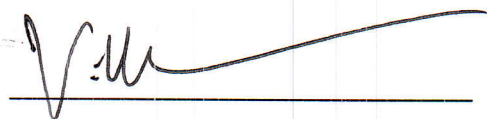
Earned income from this collaboration will be exclusively taxed in Czech Republic according to the "Convention between Italy and Czech Republic on the elimination of double taxation" approved by the Law of 2 March 1987, n.108. Accordingly there is no obligation for CELI srl to provide the National Health Insurance (INPS) contributions.

This collaboration is to be considered void if the conditions enlisted above are not met.

The letter is signed by the parties to signify their acceptance thereof.

Turin (Italy) September 1st 2014

Stamp and signature of ASSIGNOR



(Vittorio Di Tomaso, CEO)

CELI s.r.l.

Via San Quintino, 31

10121 TORINO

Tel. 011.5627115 - Fax 011.5064086

P. IVA / C.F. 07751720017

Stamp and signature of ASSIGNEE

(Pavel Šturc)