

Terms and conditions

KODE KONVEYOR OÜ (principal place of business located at Harju maakond, Kuusalu vald, Puidisoo küla, Männimäe, 74626 Estonia, Reg. nr.: 14682919, represented by: Árpád Magosányi) (the “Company”)

and the Developer as registered on market.kodekonveyor.com

1. Engagement and Services

- 1.1. Engagement. The Developer agrees to participate in software development tasks and related services to and for the Company (the “Services”), in accordance with the terms and conditions set forth therein and in this Agreement. The Developer hereby accepts the engagement.
- 1.2. Standard of Services. All Services to be provided by Developer shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a software developer with the background and experience that the Developer has stated. Developers shall cooperate with personnel of the Company during the performance of the Services. The Company shall provide such access to its information, property, and personnel as may be reasonably required in order to permit the Developer to perform the Services.
- 1.3. Statement of Work. The Statement of Work and relevant deadlines, milestones, description, and fee shall be stipulated in the website <https://market.kodekonveyor.com/> . of the Company (hereinafter referred to as IT Task Management System). The Developer shall choose an issue (hereinafter referred to as “Task”) marked with the “up for grab” label (hereinafter referred to as Task) stipulated in the IT Task Management System to fulfill according to his own decision by grabbing the Task in the IT Task Management System. The IT Task Management System contains the detailed description of the relevant Task. One task may contain more deliverables. The fee for the deliverables for a given project and deliverable type can be found at <https://repository.kodekonveyor.com/prices/> . The Task is fulfilled in case it meets fully with the description. Developers shall be obliged to perform the Task within two working days from the acceptance of the Task in the IT Task Management System except agreed otherwise by the Parties with mutual consent. The Parties shall prolong the deadline with mutual agreement. A Task terminates upon Company’s acceptance of the Task contemplated therein and full payment to Developer thereunder. The Parties may enter into any subsequent Statement of Work for additional Tasks to be performed by the Developer which shall be subject to the terms of this Agreement. Company shall update Tasks in IT Task Management System continuously. The fulfilment of a Task shall be checked by the professional contact person of the Company stipulated in Section 5.2. and shall be accepted by starting a pull request by the Company in the IT Task Management System.

- 1.4. Tools, Instruments and Equipment. Developer shall provide Developer's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties. The Company shall provide access to the IT Task Manager System that is necessary for the Developer to perform the Service.
- 1.5. Consultations. Communication is conducted through the Discord server of Kode Conveyor. Developers are obliged to be present on the server. In case of any arising issues discussion takes place on the same server.

2. Term and termination

- 2.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect for an indefinite period of time (the "Agreement Period").
- 2.2. Termination: The Developer can terminate this Agreement by cancelling the registration with a short explanation through Discord. The Company can also terminate this agreement by cancelling the registration and providing a short explanation through Discord. The termination takes effect immediately.
- 2.3. Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement. In the event of such termination, the Developer shall be paid for any portion of the Services (Task) that have been performed prior to the termination.

3. Fee and Expenses

- 3.1. Fee. Company shall pay to the Developer a fixed fee per fulfilled Task. The total amount of the fee is the number of test cases developed (marked in the Pull Request related to the issue) multiplied by the testcase price valid at the time when the Pull Request is issued, and released at: <https://repository.kodekonveyor.com/prices/> for the given project and the deliverable type.
The fee for the Task is adapted to the complexity and time-consuming nature of the Task. The Developer accepts the amount of the fee by grabbing the Task in the IT Task Management System.
The Developer is solely responsible for his own tax declaration and payment (fees, duties and governmental assessments based on income received) according to the laws of the jurisdiction the Developer resides in.
- 3.2. Payment. The Company shall pay the fee in arrears. The Developer shall submit to the Company the invoice electronically. The Developer shall indicate on the invoice the number and reference to the pull request merged into the develop branch for the Company as a proof of performance. All such invoices shall be due and payable by the Company within 8 days of receipt of the invoice issued in accordance with the Agreement.

4. Work Product

- 4.1. Defined. In this Agreement the term "Work Product" shall mean all work product generated by Developer in the performance of the Services, including, but not limited to, any and all software, code, information, documents, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- 4.2. Ownership. Developer agrees to assign and does hereby assign to Company all right, title and interest related to the Work Product. All Work Product shall be the sole and exclusive property of the Company and Developer will not have any rights of any kind whatsoever in such Work Product. Developer will not make any use of any of the Work Products in any manner whatsoever without the Company's prior written consent. All Work Products shall be promptly communicated to the Company.

5. Communication

Any communication between parties is done through the IT Task Management System and the Discord application using the following invite link: <https://discord.gg/sJkDUf>

- 5.1. Parties hereby agree that communications through the IT Task Management System and the Discord channel shall be deemed to be legally binding relating to this Agreement.

Disclaimer of warranties

The Company provides the Website and the Service "as is" and "as available," without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

The Company does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

Limitation of Liability

Developer understands and agrees that the Company will not be liable to the Developer or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising.

The Company's liability is limited whether or not the Company has been informed of the possibility of such damages, and even if a remedy set forth in this

Agreement is found to have failed of its essential purpose.

If a Developer gets into a dispute with one or more Developers (Users), Developer agrees to release the Company from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of, or in any way connected with such disputes.

Changes to these terms

The Company reserves the right, at its sole discretion, to amend this Agreement at any time, effective for any newly signed up Developers

6. Confidential Information

6.1. Defined. In this Agreement the term “Confidential Information” shall mean the Work Product and any and all information relating to the Company’s business, including, but not limited to, software, code, research, developments, product plans, business strategy, products, services, diagrams, formulae, processes, techniques, technology, firmware, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Developer,
- (ii) was in the possession of the Developer prior to receipt from the Company and was not acquired by the Developer from the Company under an obligation of confidentiality or non-use,
- (iii) is acquired by the Developer from a third party not under an obligation of confidentiality or non-use to the Company, or
- (iv) is independently developed by the Developer without use of any Confidential Information of the Company.

6.2. Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Company, the Developer will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Developer may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information

and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the Developer shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. The Developer shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

- 6.3. Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, Developer will deliver to Company all of Company's property or Confidential Information in tangible form that Developer may have in its possession or control.

7. Independent Contractor

The Developer agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Developer and the Company. The Developer shall have no right to receive any employee benefits provided by the Company to its employees. Developer agrees to pay all taxes due in respect of the Fee and to indemnify the Company in respect of any obligation that may be imposed on the Company to pay any such taxes or resulting from the Developer's being determined not to be an independent contractor.

Developer retains the right to complete the work for Kode Konveyor on its own decision and schedule, and to work for any other parties at the same time.

8. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of 30 calendar days, either Party shall have the right to terminate this Agreement upon 15 calendar days' prior written notice to the other Party.

9. Assignment

The Services to be performed by Developer hereunder are personal in nature, and Company has engaged Developer as a result of Consultant's expertise relating to such Services. Therefore the parties expressly agree that no party may assign this Agreement without the written consent of the other.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Estonia, without giving effect to any choice of law or conflict of law provisions.

11. General

- 11.1. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.
- 11.2. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.
- 11.3. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.
- 11.4. The Parties shall submit to the exclusive jurisdiction of the Harju County Court in Tallinn, Estonia in respect of any dispute arising out of this Agreement.