



INDEPENDENT CONTRACTOR AGREEMENT

Definitions

1. Company:

"Company" refers to Attraxia OÜ, a legal entity with its registration code 16795800, VAT number EE102652864, and principal place of business at Ahtri tn 12, Kesklinna Linnaosa, Harju Maakond, Tallinn, 10151, Estonia.

2. Client:

"Client" refers to any entity or individual that engages the services of the Company.

3. Contractor:

"Contractor" refers to **Mr. Moussa Khodja (Passport #302203434)**, an individual residing at **Cité 600 LOGTS, M'sila, Algeria**, engaged by the Company as a subcontractor to provide specific services, goods, or deliverables related to software development or any other services specified in the Agreement to Company and or Company's Clients. The Contractor acts under the direction and supervision of the Company.

4. Deliverable(s):

"Deliverable(s)" encompasses any tangible or intangible work product, service, or result to be provided by the Contractor to the Company for its benefit or for further delivery or utilization in the services rendered to the Client, as specified in this contract, in a Statement of Work (SOW) or agreed upon in writing.

This Agreement ("Agreement") is entered into as of **January 1st, 2024** ("Effective Date") by and between "Contractor", and "Company". Collectively referred to as the "Parties."

1. SERVICES

1. 1. Service and Scope of Work:

The primary service of the Contractor is **Frontend Development** for a minimum of **40 hours** per week

The Frontend Developer is responsible for designing and implementing the user interface components of web applications.

Duties and responsibilities include:

- Develop and maintain the user interface of web applications, ensuring high performance and responsiveness
- Collaborate with cross-functional teams, including designers and backend developers, to implement visual and interactive elements
- Translate UI/UX design wireframes into code, ensuring the technical feasibility of designs
- Optimize application for maximum speed and scalability
- Identify and resolve performance and usability issues
- Work closely with designers to implement and iterate on user interfaces
- Write clean, efficient, and well-documented code
- Stay up-to-date with the latest industry trends and technologies related to frontend development
- Test and debug applications to ensure they meet quality standards
- Collaborate with backend developers to integrate user-facing elements with server-side logic
- Participate in code reviews to maintain code quality and ensure best practices are followed
- Provide technical support and guidance to other team members
- Collaborate with other departments, such as QA and design, to deliver a cohesive product

1. 2. Subcontractors:

The Contractor shall not have the right to subcontract any portion of the work or obligations outlined in this contract.

1.3. Equipment and Facilities:

Where the successful execution of the services necessitates the use of specific equipment provided by the Company and or Company's Clients ("Provider"), the providing party shall ensure the availability of such equipment in good working condition. The equipment shall be suitable for the intended purpose and in compliance with any applicable regulations.

The Contractor acknowledges that any equipment provided to them shall remain the property of the Provider and shall be used exclusively to perform the services outlined in this Agreement.

The Provider shall be responsible for the maintenance, repair, and replacement of the provided equipment as necessary to ensure seamless service delivery. In case of damage or loss due to the Contractor's negligence, the Contractor shall bear the repair or replacement costs.

The Contractor shall exercise reasonable care in handling the provided equipment and shall promptly report any damage or malfunction to the Provider. Upon termination of this Agreement, the Contractor shall return the provided equipment to the Provider in the same condition as received, subject to reasonable wear and tear.

1.4. Statements of work:

In addition to the specifics outlined in this Agreement, the Company may execute one or more Statements of Work (SOW), designated as Exhibit 1, Exhibit 2, and so forth, detailing specific services, compensations, tasks, deliverables, timelines, and milestones. In case of variance between the terms of this Agreement and those outlined in the executed SOWs, the terms of the SOWs shall prevail, and any conflicts or discrepancies shall be resolved through mutual agreement without invalidating the remaining provisions of this Agreement.

2. Compensation.

2.1. Compensation Rate:

The Company shall compensate the Contractor at a rate of **2.5 EUR** per service hour. Unless otherwise agreed in writing in a SOW.

2.2. Expense Reimbursement:

The Company will reimburse the Contractor for all reasonable expenses incurred during the provision of Services under this Agreement. Prior written consent from an authorized agent of the Company is required before incurring expenses. The Contractor must submit receipts for these expenses following the guidelines outlined in the Company's policy.

2.3. Invoicing Procedure:

The Contractor shall submit a detailed written invoice outlining Services rendered and associated expenses monthly. Invoices should be submitted at the commencement of each month. Once invoices are approved, the payment shall be made within 10 business days from the receipt of the invoice.

2.4. Check-in Requirement:

To qualify for compensation, the Contractor must perform daily check-ins without exception. These check-ins must be completed by five days after each workday. The Contractor can perform check-ins either through the Company's designated platform or by utilizing a spreadsheet shared directly with the Contractor's manager.

2.5. Tax Liability:

The Contractor shall be responsible for paying any taxes or obligations imposed by the laws of their country of tax residency arising from the compensation received under this Agreement. The Company shall not be responsible for any such tax liabilities incurred by the Contractor.

2.6. Bank Fees:

The Sender shall cover all bank fees incurred during the initiation of transactions, while the Receiver shall be responsible for any fees imposed by the receiving bank. Each party agrees to bear the respective bank fees associated with their role in the transaction process.

3. Ownership:

Any Deliverables specifically created as outlined in this contract shall be the exclusive property of the Company. The Company reserves the right to edit, modify, reproduce, distribute, or otherwise use the Deliverables for its purposes or on behalf of its clients, without any additional consent or compensation to the party responsible for creating said Deliverables.

4. Relationship

The Parties acknowledge and agree that the Contractor is independent and not an employee, partner, or joint venture of the Company and or the Company's clients. This Agreement does not create any authority for either Party to bind the other Party to any third parties, and both Parties shall act by the terms outlined herein and in SOW.

4. 1. Indemnification:

Both Parties agree to indemnify, defend, and hold each other harmless, their officers, directors, employees, and agents from and against all claims, demands, suits, actions, liabilities, losses, damages, costs, and expenses arising out of or in connection with any third-party claims resulting from the other Party's breach of this Agreement, negligence, willful misconduct, or violation of applicable laws or regulations.

4. 1. 1. Procedure:

The Party seeking indemnification shall promptly notify the indemnifying Party in writing of any claim, and the indemnifying Party shall have the right to assume control of the defense and settlement of such claim. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of such claim.

4. 1. 2. Limitation:

Notwithstanding the foregoing, neither Party shall be liable for indirect, special, consequential, or punitive damages arising out of or related to this Agreement, except as otherwise provided by applicable law.

4. 2. Liability

4. 2. 1. Remedy:

In the event of any claim or breach, the Party alleging the claim shall promptly notify the other Party in writing and provide a reasonable opportunity for the other Party to rectify the situation. The Party's liability shall be limited to remedies that are reasonably necessary to correct the failure to perform or breach of obligations, provided such remedies are feasible and practical within the context of the Services.

4. 3. No-Authority:

Each party represents and warrants that they have the legal authority to enter into and perform their obligations under this Agreement. Neither party shall have the authority to bind the other party to any contract, agreement, or obligation with third parties without the prior written consent of the other party.

4. 4. Confidentiality:

Both Parties acknowledge and agree to the following terms regarding the treatment of Confidential Information:

4. 4. 1. Definition:

"Confidential Information" refers to any non-public, proprietary, or sensitive information, in any form, disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement. Confidential Information may include, but is not limited to, trade secrets, business plans, financial data, customer lists, technical specifications, and other proprietary information.

4. 4. 2. Obligations:

The Receiving Party shall use the same degree of care to protect the Confidential Information of the Disclosing Party as it uses to protect its confidential information of a similar nature, but not less than a reasonable degree of care. The Receiving Party shall not disclose, reproduce, distribute, or use the Confidential Information for any purpose other than as required for the performance of this Agreement, without the prior written consent of the Disclosing Party.

4. 4. 3. Exceptions:

The obligations under this provision shall not apply to information that (a) is publicly available through no fault of the Receiving Party, (b) was rightfully in the possession of the Receiving Party before disclosure, (c) is disclosed to the Receiving Party by a third party without breach of any confidentiality obligation, or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

4. 4. 5. Return or Destruction:

Upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all tangible and electronic copies of Confidential Information and provide written certification of such return or destruction.

5. TERMS and TERMINATION

5. 1. Term:

This Agreement will commence on the Effective Date and will remain in full force and effect for one (1) calendar year from the Effective Date and shall be automatically renewed for each subsequent calendar year unless terminated earlier per the terms of this Agreement or a SOW, or this Section 5.

Either party may terminate this Agreement (including all Statements of Work) at any time, for any reason, upon at least thirty (30) days' written notice to the other party. Either Party may also terminate an individual SOW at any time, for any reason, upon at least thirty (30) days' written notice to the Company.

5. 2. Probation Period:

Probation for the internal team: The first 90 days of services are considered a probationary period where both Parties can terminate this agreement and associated SOWs immediately during the first 30 days, and after giving 15 days' notice during the remainder of the probationary period.

Probation for the talent program: for each engagement, Clients and Contractors benefit from a mutual 14-day trial, during which either party may choose to terminate the engagement immediately. After the trial, for dedicated engagements (part-time or full-time), a 21-day notice is required. For short-term engagements ("gigs"), a notice of 1 week is required. It is important to note that the Contractor will be compensated for hours worked during the trial, regardless.

In the case that the Client fails to pay the Company, the Company reserves the right to ask the Contractor to suspend the performance of the services immediately until further notice, while the Company tries to find a suitable replacement engagement. The Contractor will be compensated for the hours worked beforehand, regardless of whether the Client pays or not. Any hours worked after the notice shall not be approved for compensation.

5. 3. Termination for breach:

Either party may terminate this Agreement (including all statements of work) in the event of a material breach by the other party. Termination shall be effective upon written notice to the breaching party, specifying the nature of the breach. The breaching party shall have a period of 10 days from the date of notice to remedy the breach. If the breach is not remedied within this period, the Agreement shall be terminated.

5. 4. Termination for liquidation or Bankruptcy:

If either party becomes subject to liquidation proceedings, bankruptcy, or insolvency, the other party may immediately terminate this Agreement upon written notice. Termination shall be effective upon such notice. In the event of termination under this clause, any outstanding payment obligations shall become immediately due and payable, and the parties shall have no further obligations to each other under this Agreement, except for any provisions that expressly survive termination.

5. 5. Effect of Termination:

Upon termination of this Agreement for any reason, both parties shall promptly settle any outstanding payment obligations, return any property or materials in their possession to the rightful owner, and shall have no further obligations to each other under this Agreement, except for provisions that expressly survive termination

5. 5. 1. Survival:

The rights and obligations of the parties under Sections 2, 3, 4, 6, and 7, will survive the expiration, new statements of work, or termination of this Agreement to the maximum period granted under the applicable law.

6. Warranties:

6.1. Non-solicitation:

During the term of this Agreement and for twelve (12) months following its termination, the Contractor agrees not to directly or indirectly solicit, hire, employ, or engage, whether as an employee, contractor, consultant, or in any other capacity, for Contractor's benefit or the benefit of any other person or entity, any Client and or personnel of the Company.

This provision safeguards the Company's investment in personnel and maintains the integrity of the working relationship established under this Agreement.

6.2. No pre-existing Obligations:

The Contractor represents and warrants that The Contractor has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder the Contractor's performance of the Contractor's obligations under this Agreement.

6.3. Non-infringement:

The contractor represents and warrants that Contractor Work Product does not, and will not infringe, misappropriate, or violate the proprietary rights of any third party, including, without limitation, any Intellectual Property or any rights of privacy or rights of publicity, except to the extent any portion of Contractor Work Product is created, developed or supplied by Company or by a third party on behalf of Company.

6.4. Performance Standard:

Contractor covenants that the Contractor will perform the Services thoroughly and professionally, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge, and skills to perform the service. Any deviation in the quality of the Services will be remedied by the Contractor upon written notice to this effect by the Company.

6.5. Professional Behaviour and Integrity:

the Contractor warrants that the Contractor will not do anything which, in the opinion of the Company, brings the Company or Company's Clients into disrepute, including but not limited to:

- Making any public judgments without prior discussing the reason of the issue with Attraxia,
- Failure to follow Attraxia's company policies,
- Sharing any personal or corporate data without Attraxia and/or Attraxia's customer(s) approval,
- Conducting disrespect or aggression towards other community members, Attraxia and/or Attraxia's customer(s),
- Makes any other financial interest than described in this Agreement.

7. General:

7. 1. Assignment:

Neither party shall have the right to assign, transfer, or delegate any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party. Any attempt to assign, transfer, or delegate in violation of this provision shall be void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

7. 2. No election of remedies:

Except as expressly outlined in this Agreement, the exercise by either Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

7. 3. Equitable relief:

In the event of a breach or threatened breach of this Agreement, both parties acknowledge and agree that the non-breaching party may seek equitable relief, including injunctive relief, in addition to any other remedies available under this Agreement or by law. This provision does not limit or exclude any legal remedies available to either party for such breaches.

7. 4. Governing law:

This Agreement shall be governed by and construed under the laws of Estonia, without regard to its conflict

of law principles. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located within Estonia.

7. 5. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed severed from this Agreement to the extent of such invalidity, illegality, or unenforceability, and the remainder of the Agreement shall continue in full force and effect. The parties shall negotiate in good faith to replace the severed provision with a valid and enforceable one that achieves the original intent of the parties to the extent possible.

7. 6. Penalty for breach:

A penalty of €20,000 will be imposed by the Company on the Contractor for any breach of confidentiality or warranties (most notably the non-solicitation/integrity provisions), in addition to the obligation to cover any resulting damages. It is important to note that this penalty fee stands distinct from any other liabilities that might arise from the breach of this agreement.

7. 7. Waiver:

No failure or delay by either party in exercising any right, remedy, or provision of this Agreement shall constitute a waiver of such right, remedy, or provision. Any waiver must be in writing and signed by the waiving party and shall only apply to the specific instance to which it relates.

7. 8. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterpart signatures transmitted electronically or by facsimile shall be deemed valid and binding as if they were original signatures.

7. 9. Modifications, Extensions, and Amendments:

Any alterations or amendments to this Agreement must be made in writing and require the signatures of both parties. Any verbal agreements or representations pertaining to this Agreement are invalid.

If there is a discrepancy between the terms of this agreement and any subsequent amendments, the terms of the more recent documents will take precedence.

7. 10. Termination of Prior Agreements:

This contract supersedes and terminates all previous agreements, written or oral, between the parties hereto, for the subject matter herein, and constitutes the entire understanding between the parties.

Signatures:

On Behalf of Company:

Mr. Mohamed Imed Eddine Boumalek, CEO

eSigned by:
Imed Boumalek
01/25/2024 @ 22:33 UTC Date: 01/25/2024

Contractor:

Mr. Moussa Khodja

eSigned by:
Moussa Khodja
01/30/2024 @ 08:44 UTC Date: 01/30/2024

Signature Certificate





Document completed by all parties on 01/30/2024 @ 09:44 GMT+1
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Sender information

Sent On: 01/25/2024 @ 23:33 GMT+1
Timezone: Central European Standard Time
Sender: Legal Team legal@attraxia.io
Sender IP: 105.104.189.52

Signer

Signature

	<p>Legal Team legal@attraxia.io</p> <p>Received: 01/25/2024 @ 22:33 UTC Viewed: 01/25/2024 @ 22:33 UTC Signed: 01/25/2024 @ 22:33 UTC</p>	 <p>IP: 105.104.189.52 Location: Souk Ahras, Algeria</p>
	<p>Moussa Khodja moussa.khodja@attraxia.io</p> <p>Received: 01/25/2024 @ 22:33 UTC Viewed: 01/29/2024 @ 10:50 UTC Signed: 01/30/2024 @ 08:44 UTC</p>	 <p>IP: 105.108.15.234 Location: Béjaïa, Algeria</p>

