Freelancing Contract

THIS CONTRACT is between:

The "**Client**":
Maximilian Franz Peter Garmatsch
Senior Software Engineer
Bornheimer Landstrasse 37
60316 Frankfurt am Main, Germany
VAT (USt Nr): DE270724160
Tax Number: 01282036403

AND

The "**Freelancer**":
Safei Ashraf;
12 Sayed Hussein St,5524621 Alexandria,Egypt;
E-mail: safei.ashraf@gmail.com;
Phone number: +201278636403;
Passport number: A19646275.

The parties agree on the following terms:

§ 1. Responsibilities

The **Freelancer** will provide the **Client** with:
- Software development;
- Documentation of software development;
- Writing code tests.

The **Freelancer** will provide the equipment to perform these services including:
- Computer;
- Headset;
- Internet Connection (Minimum **7,5Mb/s Download and 2,5Mb/s Upload**).

Without this equipment **the Freelancer** is not able to work. **The freelancer** can work from any location, provided the environment allows for phone/voice chat conversations (no background noise).

§ 1.1 Start and duration

This Contract starts on **08.02.2021.** and remains viable until **08.02.2022.** or until terminated by either party.

§ 2. Payment

The freelancer shall shall be paid at the rate of:
- **50€** for **20 working hours** per week (**2.5€** per working hour) from **08.02.2021.** until **07.05.2021**.
- **112€** for **30 working hours** per week (**3.73€** per working hour) from **08.05.2021.** until **07.08.2021.** or when **the Freelancer** joins a customer's project.
- **225€** for **30 working hours** per week (**7.5€** per working hour) from **08.08.2021.** until **08.02.2022.**

§ 3. Working hours

An **average day** is calculated with **4 working hours** from **08.02.2021.** until **07.05.2021.** From **08.05.2021** until **08.02.2022.,** the **average day** is calculated with **6 working hours**
Maximum billable working hours from **08.02.2021.** until **07.05.2021**.:
- **Per week: 20 working hours;**
- **Per month: 84 working hours.**

Maximum billable working hours from **08.08.2021.** until **08.02.2022**.:
- **Per week: 30 working hours;**
- **Per month: 126 working hours.**

Breaks during the meetings are paid without notice.

§ 3.1 Overtime

Overtime must be requested and confirmed by both parties in written form. It is limited to once per month and never more than **10 hours in one week**.

§ 4. Termination by Freelancer:

The Freelancer needs to give at least **twenty-eight (28) calendar days** notice before leaving the job/terminating the Freelancing Contract.

§ 4.1 Termination by Client:

During the probation period (**first 4 weeks**), **the Client** can terminate the Freelancing Contract within **1 working day notice.** In the case of the internship that ended before making this contract, the probation period will not apply.
After the probation period, **the Client** can terminate the Freelancing Contract with **twenty-eight (28) days** notice.

Termination of the Freelancing Contract **must be in written form.**

§ 4.2 Low performance during Termination period:

If the **Freelancers** performance is significantly lower during the **termination period**, **The Client** has the right to withhold the recommendation letter for the **Freelancer**.

§ 5. Time Tracking

The Freelancer must document his work by using a timesheet, which **the Client** verifies. All time tracking for the previous day must be submitted into a shared timesheet by **the next day at noon (12:00 GMT+1)**.

§ 6. Payment criteria

First invoice should be issued **2 weeks** after the signing of the **Freelancing Contract**. The regular payment cycle ends on the last day of the month.
- **The Freelancer** must send the Invoice until the following **Monday at 22:00 (gmt+1)**, but not more than 7 calendar days.
- **The Freelancer** must provide work documentation as instructed by **the Client.**
- **The Client** shall **send** the payment to **the Freelancer** within **7 calendar days** of receiving the invoice.
- **Banking costs** are split between the parties.
- **The Freelancer** can request a **2 week payment cycle**.

§ 7. Work benefits

The following **days** are **paid according to the average day in clause "§ 3. Working hours"** and **do not require the Freelancers availability:**
- **The Freelancer's birthday;**
- **New Years Day;**
- **Four (4) religious or cultural days of the Freelancers choice.**

§ 8. Sick / Vacation

Sick / Vacation days are not paid.

§ 9. Taxation

The **Client** shall not be responsible for federal, state and local taxes derived from **the Freelancers** net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits, social security taxes or other legal requirements applicable to **the Freelancer** by their government.

§ 10. Non-Compete

The Freelancer agrees that for a period of **twenty four (24) months** after the termination of this **Contract, the Freelancer** will not, directly or indirectly, alone or with others, individually or through or by a corporate or other business entity in which he may be interested as a partner, shareholder, joint venturer, officer, director, employee or otherwise, own, manage, control, participate in, lend his name to, or render services to or for any business that is directly and materially competitive with a material business of **the Client** and/or is a client of **the Client** or was a client of **the Client** in the time when the **Freelancer Contract** was viable.

§ 10.1 Outside work

The Freelancer, as self-employed individual, is allowed to work for other Companies during the duration of this **Freelancing Contract** as long as performance is not affected and working hours **do not overlap** with working hours for other Clients/Companies and **10. Non-Compete** clause is not breached.

§ 11. Exclusion of employment

The Freelancer is an independent contractor of **the Client.** Nothing contained in this document will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
The Freelancer may not act as an agent for, or on behalf of **the Client** or represent or bind **the Client** in any manner.

§ 12. Confidential Information

"Confidential Information" is proprietary information relating to **the Client's** business including but not limited to **this entire Contract and all its clauses including but not limiting to:**
- (2.) Payment;
- (3.) Working hours;
- (4.) Termination by Freelancer;
- (4.1) Termination by Client;
- (4.2) Low performance after Termination of the Freelancing Contract;
- (8.) Sick / Vacation;
- (9.) Taxation;
- business and financial records;
- intellectual property;
- proprietary data;
- security measures, or any other financial information that, if disclosed, could affect the business of **the Client**.

Maximilian Franz Peter Garmatsch
Senior Software Engineer
Bornheimer Landstrasse 37
60316 Frankfurt am Main, Germany

§ 12.1 Non-Disclosure

Without **the Client's** prior written consent, **the Freelancer** will not:
- disclose Confidential Information to any third party;
- make copies of Confidential Information;
- make any commercial use of Confidential Information.

§ 13. Other contracts and previous Contracts/Agreements

This Contract, and any accompanying appendices, duplicates, or copies, constitutes the entire Contract between the parties, and supersedes all prior negotiations, contracts/agreements, and understandings of any kind, whether written or oral, between the parties, preceding the date of this **Contract**.
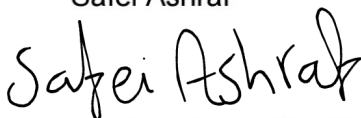
§ 14. Choice of Law

This Contract is governed by and construed in accordance with the laws of the Federal Republic of Germany. Any action instituted by either party arising out of this Contract will only be brought, tried and resolved in the applicable courts having jurisdiction in the Federal Republic of Germany.

Your signature will acknowledge that you have read, understood and agreed to the terms and conditions of this **Contract** as of the date below.

Date: **08.02.2021.**

Freelancer
Safei Ashraf

Client
Maximilian Franz Peter Garmatsch