Freelance Agreement NR. C-0000-0000

Betweenjhfg1uh2f12uz

|  |  |  |
| --- | --- | --- |
| Rockstar Recruiting AG  Seilergraben 53  8001 Zürich  Switzerland  („Company“) | and | {firstName} {lastName}  Street 100  50000 Berlin  Germany  (“Freelancer”) |

**Section A – Agreement Details**

1. **Services**

Senior Full-Stack Developer

1. **Remuneration and Payment**

80 € / h

Payment terms after invoicing: 15 days

1. **Expenses**

The following additional expenses are not included in the abovementioned price and will be invoiced separately if travel and work is required outside of Vienna:

• Travel costs

• Meals

• Overnight accommodation

• Telecommunication costs

1. **Duration (Start Date & End Date)**

08.05.2023 – open end

The variables defined in Section A serve as defined terms in Section B.

**Section B – Terms & Conditions**

1. **Introduction**

This freelance agreement ("Agreement") is entered into and made effective as of the Start Date by and between Company and Freelancer.

1. **Scope of work**

2.1 Freelancer provides Company with the services defined in Section A and with any other services agreed on between the parties from time to time (the "Services") in accordance with the terms of this Agreement and with due care and accuracy.

2.2 Freelancer may engage third parties ("other auxiliary personnel") to provide parts of the Services, and shall carefully select, train, supervise and control such other auxiliary personnel.

2.3 The parties acknowledge and agree that Freelancer is independent, and nothing in this Agreement will be construed to constitute Freelancer as an employee of Company.

1. **Compensation & Expenses**

3.1 Unless otherwise agreed in Section A, the agreed remuneration includes expenses and VAT. Other additional expenses like travel and accommodation costs accrued by the Freelancer are invoiced separately in accordance with the provisions in Section A. The Freelancer is solely responsible to properly declare all taxes incl. appropriate social security contributions if any.

3.2 In case of remuneration on a times and materials basis, billing is on a monthly basis. Invoices are due within 30 days after the date of the invoice.

1. **Timelines**

Freelancer uses best efforts to meet the timelines defined in Section A. If the Freelancer cannot meet the timeline, Company shall fix an appropriate time limit for subsequent performance by Freelancer. If Freelancer does not fulfil during this additional time limit, Company may set a second appropriate time limit for subsequent performance by Freelancer and, if Freelancer does not fulfil during this second additional time limit, may, as its sole and exclusive remedies, continue to request performance or rescind the agreement with respect to the Services and/or Deliverables not performed within the timeline.

1. **Acceptance**

5.1 Work products within the meaning of art. 363 ss. of the Swiss Code of Obligations that are to be delivered by Freelancer ("Deliverables"), if any, shall be accepted by Company within the acceptance period agreed between the parties. If no acceptance period is agreed, the acceptance period shall be equal to the statutory warranty period. Company may examine Deliverables and notify defects during the entire acceptance period.

5.2 Freelancer shall remedy any defects free of charge within a reasonable period of time and shall inform the Company of their correction. If Freelancer is unable to remedy any material defects within such period of time, Company shall have the right to request performance or rescind the agreement with respect to the defective Deliverables if Freelancer has not remedied the defects within a second appropriate time limit set by Company for subsequent performance.

1. **Intellectual Property Rights**

6.1 Freelancer irrevocably assigns, and shall take all necessary action to give effect to such assignment, to Company all transferable rights to works, whether or not protected by intellectual property legislation such as patent law and copyright law, in particular to computer software, designs, work products, documents, business processes, know how, and other physical or digital work products which Freelancer has created or participated in creating in fulfilment of contractual duties and while performing activity on behalf of Company, irrespective of the state of completion.

6.2 This assignment of rights includes all rights defined in Art. 9 to Art. 11 of the Swiss Federal Copyright Act, especially the right to first time publication, application, distribution (including letting), amendment and adaptation. It continues to apply without limitation after termination of the contractual relationship between the parties.

1. **Confidentiality**

7.1 Freelancer fully understands and agrees that the sensitive nature of Company’s business requires extreme care in handling data and information. Freelancer shall comply with all confidentiality and data protection rules laid down in this Section and the relevant applicable policies of Company and Company’s customers.

7.2 “Confidential Information" means all financial, business and other information, in whatever form or medium, including, without limitation, any trade secrets, processes, financial data, technical data and documentation, strategic planning, product/service specifications, prototypes, computer programs, databases, drawings, models, marketing data and customer information, that is furnished or disclosed by Company or any of its affiliates or any of its customers to Freelancer in connection with the fulfilment of this Agreement, except for information (i) already known by Freelancer without an obligation of confidentiality, (ii) that is or becomes publicly known other than through a breach by Freelancer of any of its obligations under this Agreement, and (iii) received by Freelancer from a third party (other than Company’s affiliates or customers) who is not under a similar obligation of confidentiality.

7.3 Except as required by law, Freelancer shall treat as confidential and will not use (other than for the purposes set forth herein) during the term of this Agreement and thereafter, disclose or otherwise make available any Confidential Information to any other person other than as permitted by Company in writing in advance, and on a strict need to know basis. Freelancer will instruct such other persons who have access to the Confidential Information to keep it confidential by using the same care and diligence that Freelancer is required to use with respect to Confidential Information, which shall be no less than professional care and diligence. If Freelancer is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, Freelancer will provide Company with prompt notice of such request or requirement and Freelancer will request that all Confidential Information so disclosed is treated confidentially. Disclosure of Confidential Information in accordance with the foregoing sentence will not violate the terms of this Agreement.

7.4 Freelancer shall not reproduce Confidential Information except as reasonably necessary for the purposes of this Agreement. If Freelancer reproduces all or any part of, or further discloses, any Confidential Information, Freelancer will not remove or obscure any confidential or proprietary notices or legends, if any, that appear in the originals thereof. At the request of Company, Freelancer will return to Company or destroy all Confidential Information, reproductions or summaries thereof and extracts therefrom.

7.5 Any more stringent confidentiality obligations that Freelancer may be subject to – as contained, e.g., in a non-disclosure agreement with customers – are unaffected by this Clause 8.

1. **Non-Solicitation**

During the term and for a period of six months after termination for any reason, Freelancer will not, directly or indirectly, (i) induce or attempt to induce any employee of the Company to leave the employ of the Company; (ii) in any way interfere with the relationships between the Company and any such employee of the Company; (iii) employ or otherwise engage as an employee, independent Freelancer or otherwise any such employee of the Company; or (iv) induce or attempt to induce any Company, supplier, licensee or other person or entity that has done business with the Company within twenty-four (24) months of Freelancer’s last day of employment to cease doing business with the Company or in any way interfere with the relationship between any such Company, supplier, licensee or other business entity and the Company.

1. **Conflicts of Interests**

Freelancer represents that its execution and performance of this Agreement does not conflict with or breach any contractual, fiduciary, or other duty or obligation to which Freelancer is bound. Freelancer shall not accept any work from Company or other business organization or entity which would create an actual or potential conflict of interest for the Freelancer which would be detrimental to the Company's business interests.

1. **Assignment**

Freelancer shall not assign any rights of this Agreement or any other written instrument related to services provided under Agreement, and no assignment shall be binding without the prior written consent of Company.

1. **Working Hours & Tools**

Freelancer is free to perform the defined duties at a time and place of Freelancer's choosing and with the appropriate tools which Freelancer is solely responsible to provide.

1. **Freelancer Data**

Company collects the data necessary for administrative duties regarding its service providers. Freelancer agrees that Company may pass such data on to sites within and outside of the country (i) for purposes of the management of external service providers within and outside of the country and (ii) for payment processing to external service providers.

1. **Term, Termination**

13.1 This Agreement shall become effective as of the start of Services date set out in Section A and remain in effect until the End Date set out in Section A.

13.2 For fixed-fee projects, Company may further terminate this Agreement with respect to such projects at any time, subject to payment of the full amount of hours, costs and expenses incurred or committed to by Freelancer in good faith up to the effective date of termination.

13.3 Either party shall have the right to terminate this Agreement by giving prior written notice to the other party within 30 calendar days if no notice period has been specified.

13.4 The statutory termination rights for cause remain unaffected.

1. **Post-Termination**

At such time as Freelancer no longer serves as an Freelancer of Company, Freelancer shall deliver promptly to the Company all files, records, annuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, data, tables, drawings, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to) computers, calculations or copies thereof in Freelancer's possession or under Freelancer's control, which are the property of Company or which relate in any way to the business, products, practices or techniques of Company.

1. **Miscellaneous**

15.1 Entire Agreement: This Agreement constitutes the entire agreement, and supersedes all prior agreements, between the parties relating to the subject matter hereof.

15.2 Amendments: All amendments and supplements to this Agreement must be made in writing (incl. electronic text).

15.3 Notices: Notices hereunder shall be given in writing to the last communicated or available address. 'In writing' shall, unless explicitly indicated otherwise, include e-mail.

15.4 No assignment: Neither party may assign any of its rights, obligations or claims under this Agreement.

15.5 Severability: If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

15.6 Governing Law & Jurisdiction: This Agreement is governed by substantive Swiss law and subject to the exclusive jurisdiction of the ordinary courts of Zurich.

Zurich, 27th of April 2023 Berlin, 27th of April 2023

**Rockstar Recruiting AG Name Lastname**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Justus Spengler

Founder & CEO