

# **Copyright Agreement for Software Development and It Consulting**

**Kodnet AS**

**Gentian Nuka**

This Copyright agreement for Software Development and It consulting services (the “**Agreement**”) states the terms and conditions that govern the contractual agreement between KODNET AS, a Limited Liability Company registered in Norway having the registration number 924712368 and having his principal place of business at Markensgate 31, 4611 Kristiansand S/, Norway, (the “**Company**”), and Gentian Nuka a Software Developer and It Consultant in Kosovo/Gjakova with its principal place of business street UCK, 191, Gjakova/Kosovo (the “**Consultant**”) passport id number 1231981825 who started the work in company on the date 20.06.2021 and who agrees to be bound by this Agreement.

**WHEREAS**, the Company is developing Web applications for it's clients, and the Consultant is the contractor with whom the Company has come to an agreement to have iT consulting services and develop web applications based on the requirements that the company and companie's clients have.

**NOW, THEREFORE**, In consideration of the mutual covenants and promises made by the parties to this Agreement, the Company and the Consultant (individually, each a “**Party**” and collectively, the “**Parties**”) covenant and agree as follows:

## 1. Confidentiality

The Consultant shall not disclose to any third party the work done for the company, business ideas and project details of the Company and companie's clients, regarding the Web or Software applications, including, without limitation any information regarding the web application's code, the Specifications, or the Client's business (the “**Confidential Information**”), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.

## 2. Intellectual property rights in the software

The Parties acknowledge and agree that the Company will hold all intellectual property rights for all the work that the consultant will do including the copyright and trademark rights. The Consultant agrees not to claim any such ownership in the web application's intellectual property at any time prior to or after the end of the cooperation with the Company.

## 7. Consultant warranties

The Consultant represents and warrants to the Company that the web application will not violate the intellectual property rights of any other party:

## 8. Indemnification

The Consultant agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the web applications developed for the company including reasonable legal fees due to the Developer's infringement of the intellectual rights of any third party.

## 10. Applicable law

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Norway and subject to the exclusive jurisdiction of the federal and state courts located in Kristiansand, Norway and in accordance with the laws of the State of Kosovo and subject to the exclusive jurisdiction of the federal and state courts located in Gjakova, Kosovo.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

### **Company:**

Name: Elvis Duro  
Company Name: KODNET AS  
Designation: CEO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Consultant:**

Name: Gentian Nuka

Signature:  \_\_\_\_\_

Date: 14.03.2022 \_\_\_\_\_

