

# FREELANCE CONTRACT

This Freelance Contract (this "Agreement") is made as of May 1st, 2024, (the "Effective Date") by and between:

Ramy JABER located at Eben Sina Street, El Ebbeh, Tripoli, Lebanon ("Independent Contractor").

And SELEGO B.V. located at Oudeschans 85-IV, 1011 KW, Amsterdam, The Netherlands ("Client").

Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties".

## 1. Services.

Independent Contractor shall provide the following services to Client (the "Services"): Full Stack Development. In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

## 2. Compensation.

In consideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor USD 3000 per month.

## 3. Expenses.

All costs and expenses incurred by Independent Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by Independent Contractor.

## 4. Term and Termination.

Independent Contractor's engagement with Client under this Agreement shall begin on the 1st of May, 2024. The parties agree and acknowledge that this Agreement and the Independent Contractor's engagement with the Client under this Agreement is an independent contractor agreement renewed by tacit agreement each month. Should either party wish to terminate the contract, an email must be sent. Upon termination, the Independent Contractor agrees to return all of the Client's property used in the performance of the Services, including, computers, cell phones, keys, reports and other equipment and documents. Independent Contractor will reimburse Client for any lost or damaged Client property in an amount equal to the market price of such property.

Notice period :

1 day before 15 days of work

1 week before 3 month and after 15 days

1 month notice after 3 month

## **5. Independent Contractor.**

The parties agree and acknowledge that the Independent Contractor is an independent contractor and is not, for any purpose, an employee of the Client. Independent Contractor shall not have the authority to enter into any agreements or contracts on behalf of Client, nor shall Independent Contractor represent that it has such authority. The Independent Contractor is not entitled to any of the Client's benefits, including, but not limited to, medical, dental, retirement or other plan coverage. Clients shall not be required to pay workers' compensation insurance, unemployment compensation, social security tax, withholding tax, or other taxes or withholdings for or on behalf of Independent Contractor in connection with the performance of services under this Agreement.

## **6. Days off.**

For monthly based contractor, they can benefit from 2 paid days per month (can be accumulated) but need to notify a week in advance. He can also have 14 days of sick leave per year for them.

## **7. Confidentiality.**

### **a. Confidential and Proprietary Information.**

In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of the Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.

### **b. Confidentiality Obligations.**

Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent

### **c. Irreparable Harm.**

Independent Contractor acknowledges that the use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will result in irreparable harm for which damages would not be an adequate remedy. Therefore, in addition to any other legal remedies that may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information.

## **8. Ownership of Work Product.**

The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Independent Contractor hereby assigns to Client all of Independent Contractor's rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

## **9. Non-Solicit.**

Independent Contractor agrees and covenants that for a period of 12 months following the termination of this Agreement, Independent Contractor will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, supplier or vendor of Client for the purpose of inducing such party to terminate its relationship with Client in favor of Independent Contractor or another business directly or indirectly in competition with Client.

## **10. Mutual Representations and Warranties.**

Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

## **11. Governing Law & Disputes.**

The terms of this agreement and the rights of the parties hereto shall be governed by the Dutch law. Any dispute arising from this Agreement will be resolved by mediation first. If the dispute cannot be resolved by mediation, it will be resolved by the competent courts of the Netherlands.

## **12. Communication and Agreements**

Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered via email to the email addresses provided by the Parties.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

## Signature

Name: Sebastien Le Goff

Date: 30/04/2024

Name:

Date:

A handwritten signature in black ink, appearing to be 'S. Le Goff', written in a cursive style.