Freelance Contract for *Cinna' Rolls Diner* and *Dash Bake 'n' Ready Furnishings*.

Prepared for: Cinna' Roll Diner
Created by:
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This Freelance Contract (this "Contract" or this "Freelance Contract"), is entered into and made effective as of [Date] (the "Effective Date"), by and between Cinna' Roll Diner, with an office located at [Client. Address] ("Customer"), and Dash Bake 'n' Ready Furnishings, with an office located at [Sender. Address] ("Freelancer").

Contract KPIs:

A. Customer is a company active in the restaurant field and has a need for a furniture for the opening of their new diner; and

B. The Freelancer (Dash Bake 'n' Ready Furnishings) has extensive experience in providing adequate furniture to suit the style of the customer and has an interest in performing such services for Customer; and

C. The parties wish to set forth the terms and conditions upon which such services will be provided to Customer;

NOW THEREFORE, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

Customer is willing to appoint the Freelancer, which is willing to accept, as provider of the service of various restaurant café tables, chairs and kitchen accessories.

1.1 The Parties acknowledge that the Services consists of the furnishing of café tables, chairs and kitchen accessories.

Description of Services

1.2 The Freelance undertakes to provide the Services so as to meet the following conditions:

a) The furniture is constructed with mahogany and oak wood and the kitchen cabinets and countertops with stainless steel.

b) All café tables and chairs need to be rounded, polished and have a unique finish.

c) There are fifteen tables, a maximum of four to six chairs are needed for every table.

d) The designs of the furniture shall be according to the theme which will be provided by the customer.

e) The drafts and illustrations of the furniture uploaded every two weeks shall be in line with the theme.

f) The logo of the customers restaurant needs to be imprinted on all of the furniture which will be provided by the customer. The image provided by the customer can be seen in the attachment.

g) As the picture illustrates, the cinnamon roll shall be brown, white and glossy, and the C shaped cinnamon shall curl out to spell Cinna'.

h) The freelancer needs to upload their drafts and illustrations made so far, every two weeks. The customer will review the drafts and illustrations uploaded to the shared folder and the freelancer will make alterations according to the customers wish.

i) The Freelancer represents to possess knowledge and equipment which is suitable for the correct performance of the Services.

Payment Terms and Schedule

1.3 The freelancer shall be rewarded by a sum upon completing the services. The sum consists of a fixed amount of £400,000 with an extra £500 for the imprinting of the logos and any other changes.

1.4 The sum will be converted to JUR Tokens according to the exchange rate that applies at the time the contract is signed. The amount decided upon by the parties in article 1.3 of the present contract shall be deposited into an escrow account provided for by the Jur ecosystem which in turn will release the amount paid by customer into the wallet of the freelancer upon the completion of the contract. The escrow account shall use a wallet in order to hold the JUR Tokens.

1.5 The freelancer has to deliver the final product within six months of signing the contract.

2. If the time limit is not respected by the Freelancer, then the reward will be reduced by 5 percent per 24 hours.

Resolution proof:

2.1 (a) The freelancer needs to upload the drafts and illustrations made so far, every two weeks. The customer will review the drafts and illustrations uploaded to the shared folder and the freelancer will make alterations according to the customers wish.

2.2 (b) As soon as the goods are finished, the Freelancer needs to deliver the furniture and kitchen equipment's to the customer while respecting the time limit agreed by the parties (see the clause 1.5). If the Customer approves the final product delivery, then the tokens will be transferred into the freelancer's wallet. Otherwise, the contract will undergo the dispute resolution mechanism on the Open Layer provided by Jur.

Terms and Conditions

This Freelance Contract is governed by the terms and conditions provided here and in **Attachment A**, attached hereto.

IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Contract, inclusive of Attachment A, to be duly executed and effective as of the Effective Date.

[Sender.Company]   [Client. Company]

[Sender.FirstName] [Sender.LastName]   [Client. FirstName] [Client. LastName]

Attachment A
Freelance Contract Terms and Conditions

1. Intellectual Property Rights

1. **Retained Rights.** Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein.

2. **Ownership of Deliverables.** Subject to Freelancer and third-party rights in Pre-Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Customer, and Freelancer hereby assigns such rights to Customer. Freelancer agrees that Customer will own all patents, inventor's certificates, utility models or other rights, copyrights or trade secrets covering the Deliverables and will have full rights to use the Deliverables without claim on the part of Freelancer for additional compensation and without challenge, opposition or interference by Freelancer and Freelancer will, and will cause each of its Personnel to, waive their respective moral rights therein. Freelancer will sign any necessary documents and will otherwise assist Customer in securing, maintaining and defending copyrights or other rights to protect the Deliverables in any country.

3. **No Rights to Customer Intellectual Property.** Except for the limited license to use materials provided by Customer as may be necessary in order for Freelancer to perform Services under this Contract, Freelancer is granted no right, title, or interest in any Customer Intellectual Property.

2. Confidentiality

1. **Confidential Information.** For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Freelancer hereunder). Confidential Information does not include: a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information; b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure; or (e) information the Receiving Party develops independent of any information originating from the Disclosing Party.

2. **Customer Confidential Information.** The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various

states of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. Freelancer will not use Customer's name, likeness, or logo (Customer's "Identity"), without Customer's prior written consent, to include use or reference to Customer's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

3. Conflict of Interest

1. Freelancer represents that its execution and performance of this Contract 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 Customer or work from any other business organizations or entities which would create an actual or potential conflict of interest for the Freelancer or which is detrimental to Customer's business interests.

4. Termination

Rights to Terminate

a. Customer may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior written notice to Freelancer.

b. Freelancer may terminate this Contract upon thirty days prior written notice provided there are no open projects at the time notice is given.

c. Customer may terminate this Contract and/or any open projects immediately for cause if the Freelancer fails to perform any of its obligations under this Contract or if Freelancer breaches any of the warranties provided herein and fails to correct such failure or breach to Customer's reasonable satisfaction within ten (10) calendar days (unless extended by Customer) following notice by Customer. Customer shall be entitled to seek and obtain all remedies available to it in law or in equity.

1. Upon termination of any project or work given Freelancer hereunder, Freelancer will immediately provide Customer with any and all work in progress or completed prior to the termination date. As Customer's sole obligation to Freelancer resulting from such termination, Customer will pay Freelancer an equitable amount as determined by Customer for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination.

2. Upon termination or expiration of this Contract or a project performed by Freelancer hereunder, whichever occurs first, Freelancer shall promptly return to Customer all materials and or tools provided by Customer under this Contract and all Confidential Information provided by Customer to Freelancer.

3. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

7. Inspection and Acceptance

1. **Non-Conforming Services and Deliverables.** If any of the Services performed or Deliverables delivered do not conform to specified requirements, Customer may require the Freelancer to perform the Services again or replace or repair the non-conforming Deliverables in order to bring them into full conformity with the requirements, at Freelancer's sole cost and expense. When the defects in Services and/or Deliverables cannot be corrected by re-performance, Customer may: (a) require Freelancer to take necessary action, at Freelancer's own cost and expense, to ensure that future performance conforms to the requirements and/or (b) reduce any price payable under the applicable project to reflect the reduced value of the Services performed and/or Deliverables delivered by Freelancer and accepted by Customer.

2. If Freelancer fails to promptly conform the Services and/or Deliverables to defined requirements or specifications, or take action deemed by Customer to be sufficient to ensure future performance of the project in full conformity with such requirements, Customer may (a) by contract or otherwise, perform the services or subcontract to another Freelancer to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to Freelancer and/or (b) terminate the project and/or this Contract for default.

8. Insurance

Freelancer shall maintain adequate insurance coverage and minimum coverage limits for its business as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Freelancer in its reasonable discretion. Freelancer's lack of insurance coverage shall limit any liability Freelancer may have under this Contract.