FREELANCE CONTRACT

by and between

(1) **Radboud University B.V.**, a company duly existing and organised under the laws of the Netherlands, with registered office in the Netherlands, Montessorilaan 10, 6525 HR, Nijmegen, registered at the Registrar of Companies of the Netherlands under n. 987123, VAT n. 123456789, VeChainThor wallet address 01341959287726633682, email radboud@email.com (the "**Customer**").

and

(2) **John Carpenter**, born in Arnhem, Netherlands on 1.4.1970, fiscal identification code xyz, VeChainThor wallet address: 0715317128889876123, email: john.carpenter@email.com (the "**Freelancer**").

Customer and the Freelancer are severally referred to as the "**Party**" and jointly as the "**Parties**".

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WHEREAS

(A) Customer is a company active in the organization, maintenance, commissioning and structuring of the property of Radboud University. These include in particular the buildings, the technical facilities and the land of the University;

(B) the Freelancer has extensive experience in woodworking and related activities such as the repair, maintenance and installation of woodwork;

(C) Customer is willing to appoint the Freelancer, which is willing to accept, as provider of the services described under Clause 3 of this contract (the "**Services**");

(D) the Parties intend to regulate the provision of the Services by the Freelancer to Customer according to the terms and conditions of this freelance contract (the "**Contract**").

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Accordingly, the Parties agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract, the following words and expressions will have the following meanings:

Business Day	means any day which is not Saturday, Sunday or any other festivity in the Netherlands;
Clause	means each clause of the Contract;
Consideration	means the price that Customer will pay to the Freelancer as consideration for the provision of the Services;
Contract	has the meaning ascribed to it in Whereas (D);
Force Majeure	means any event which (i) impedes, delays or inhibits to a Party the performance of any of its obligations, (ii) is beyond the reasonable control of that Party, (iii) is unforeseeable, (iv) occurs with no misconduct or negligence of the affected Party and (v) can not be inhibited by the affected Party even applying a reasonable care;
Jur Beta Platform	a decentralized legal ecosystem based on the blockchain technology in order to automate contract creation, formation, execution, enforcement and dispute resolution. The Jur Beta Platform is also the digital interface on which the Contract is uploaded and by which the Jur Open Layer is utilized;
JUR Token	means a cryptographic asset for the use on the Jur Beta Platform and the Jur Open Layer. JUR token is a utility token, and is not to

	be considered security. JUR tokens are used for Consideration by the Parties as well as for dispute resolution on the Jur Open Layer by all JUR token holders;
Jur Open Layer	an online dispute resolution ("**ODR**") where the decision-making process is open to all JUR token holders through game theoretic principles, mostly suited for low-value disputes. Jur Open Layer dispute resolution is not legally binding;
Jur AG	is a company incorporated in Switzerland, with address Grabenstrasse 25, Baar, Zug 6340, CH. Jur AG is not the provider of the dispute resolution. Jur AG is the provider of the technological platform, such as Jur Open Layer.
Result of the Services	means all of the reports, data, concepts, software, source codes and object codes, electronic sheets, presentations, analysis, studies, ideas, codes, manuals, inventions, corporate models, prototypes, magnetic data, graphs, recommendations, notes, specifications or any other information, documents or materials created or manufactured by the Freelancer or which is a result of a joint effort of the Parties during the performance of the Contract;
Services	has the meaning ascribed to it in Whereas (C) and are described in Clause 3;
Smart Escrow	means a Wallet controlled by the Jur Beta Platform on which the Consideration payable by the Customer is stored. The Consideration is released from the Smart Escrow according to the provisions of this Contract. In the case of an opened dispute pursuant to Clause 15, the Consideration is to be held on the Smart Escrow and distributed in accordance with the outcome of the dispute;
The Resolution Proof	means the method by which the Freelancer provides evidence that he has performed the Services. The Resolution Proof is used in the case of potential dispute to assess whether the Contract was performed by the Freelancer;
Wallet	means a software which contains the cryptographic keys by which ownership of tokens can be traced and established. Parties use wallets to store tokens, make payments and for other interactions on the Jur Beta Platform. Every Party is identified by its unique wallet address.

1.2 The singular includes the plural and vice versa; words importing one gender only are deemed to include all other genders; and references to persons include bodies corporate, partnerships and unincorporated associations.

1.3 The possible invalidity of one of the clauses of the Contract does not cause the entire Contract to be invalid, unless it is found that the Party in favor of which the hypothetically invalid clause was stipulated would not have stipulated the Contract without it.

2. SCOPE

2.1 By signing the Contract, the Freelancer undertakes to provide the Services to Customer upon payment of the Consideration.

2.2 The Contract does not constitute, gives rise to or evidences any agency, partnership or joint venture between the Parties hereto.

3. SERVICES

3.1 The Parties acknowledge that the Services consists of producing 5 wooden benches of standard quality and delivering them to the address of the Customer and installing them on the

premises of the Customer. The benches will be placed on the land of the Radboud University by the Customer.

3.2 The Freelancer undertakes to provide the Services in compliance with the following key performance indicators:

(a) the benches are made of wood, suitable for two adults for purpose of sitting;

(b) the benches should be of high quality, as those represented in the portfolio of the Freelancer;

(c) the benches must be made in 6 weeks following the conclusion of the Contract;

(d) the Freelancer will send the Costumer a technical draft of high quality 1 week following the signing of the Contract. The draft should be uploaded to a shared Google Drive folder in .pdf format;

(e) the Freelancer may send a prototype of the benches, if required, within 2 weeks by the Customer after the inspection of the technical draft;

(f) the Freelancer will upload a picture of the finished, delivered and installed benches.

3.3 The Contract shall use the following Resolution Proof:

a) The Freelancer will upload photographs of the finished and delivered benches.

b) The photographs must show the benches at the place of delivery. The photographs shall be clear, with a minimum of 12 megapixel quality.

c) The Freelancer must also upload a close-up photograph of the details of the benches, such as the handles and the sitting place and the manner of installation of the benches.

d) The Freelancer must upload at least three photographs as specified above on the Jur Beta Platform.

e) The photographs must be taken with a geolocation capability that reliably shows that they were taken at the premises of the Customer.

f) The Customer will confirm the reception of the Services on the Jur Beta Platform.

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

4. **ACCEPTANCE OF SERVICES**

4.1 When the Freelancer considers the supply of Services to be complete in accordance with the Contract, the Freelancer will deliver the benches, produced according to part 3 of the Contract, to the premises of the Customer.

4.2 Customer will not unreasonably withhold or delay acceptance. If the Freelancer has delivered the benches as mentioned under principle 3.2, the Customer is obligated to accept the benches.

4.3 Installation of the benches is the obligation of the Freelancer under this Contract.

4.4 Subsequent maintenance of the benches is not the obligation of the Freelancer under this Contract.

4.5 Customer will not be obligated to accept any Services that is not in accordance with the requirements of the Contract. The Freelancer will immediately, at its risk and cost, take all steps to complete and correct the Services that Customer refuses to accept.

4.6 The benches will be delivered by the Freelancer at the address of the Customer as specified

under (1) of the Contract.

5. CONSIDERATION

5.1 The Freelancer is to be paid 10 000 JUR tokens per wooden bench; therefore 50 000 JUR tokens for a total of 5 benches.

5.2 The payment will be made to the Smart Escrow on the Jur Beta Platform. The payment will be released to the Freelancer 15 days after the submission of the Resolution of Proof if the Customer has not opened a dispute. In a case of an opened dispute, the funds will be released from the Smart Escrow to the Party or Parties in proportion designated by the result of the dispute on Jur Open Layer.

6. WARRANTY

6.1 The Freelancer warrants that the Services are:

   (a)   fit for purpose;

   (b)   provided accurately, diligently and in compliance with the highest business standards;

   (c)   compliant with all the requisites established by any applicable laws.

6.2 The Freelancer is liable for any defects or improper functioning of the Services.

6.3 Without prejudice to the other provisions of the present Clause, the Parties further agree that:

   (a)   the Freelancer's warranty for defects expires after 2 years from the acceptance of the Services by Customer;

   (b)   the Freelancer guarantees the proper functioning of the Services expires 5 years from the acceptance of the Services by Customer;;

   (c)   if the functioning defects render the Services not fit for its intended purpose, the Freelancer will substitute or fix the Services in order to assure the proper functioning.

6.4 During the warranty period, repair or substitution costs and expenses are on the Freelancer.

6.5 Customer is required to notify to the Freelancer the defects of the Services and the functioning defects of the Services within 15 calendar days from acceptance of the Services. Acceptance of the Services as per Clause 4 does not affect the warranty obligations of the Freelancer set forth in the present Clause.

7. SUBCONTRACTING

7.1 The Freelancer will not subcontract, in whole or in part, the Services without the prior written consent of Customer, not to be unreasonably withheld, provided that the Freelancer may, without consent, Subcontract with its Affiliates.

7.2 Notwithstanding previous Clause 7.1, no subcontract will bind nor is intended to bind Customer, and each subcontract will name the Freelancer as the contracting party in the Freelancer's own right and not as an agent of Customer.

7.3 The Freelancer will be fully liable to Customer for the subcontracts, the complete performance of the Services which is supplied by a subcontractor and, further, the Freelancer will fully perform and discharge all obligations it may have pursuant to its subcontract with each subcontractor.

7.4 The Freelancer is liable for managing its subcontracts and for any liability arising under such subcontracts, including any liability arising in connection with Customer's exercise of any rights and remedies under the Contract. The Freelancer will be responsible for all work, and acts, omissions and defaults of any subcontractor as fully as if they were the work, acts, omissions or defaults of the Freelancer.

8. DURATION

8.1 The Contract is valid from the signing date until completion of the Services.

9. TERMINATION FOR BREACH

9.1 Each Party may terminate the Contract by cancellation on the Jur Beta Platform the other Party commits a breach of any of the provisions of the Contract, and fails to remedy such a breach, if capable of being remedied, within 10 Business Days of receipt of written notice from the non-breaching Party via the Jur Beta Platform or email.

10. EFFECTS OF TERMINATION

10.1 Upon termination of the Contract for any reason whatsoever, the Freelancer will promptly provide to Customer all available, even if partially, outputs and Result of the Services.

10.2 The termination of the Contract for any reason whatsoever does not cease or diminish the binding force or effect of any of the provisions of the Contract which are expressly provided to come into force on, or to continue in force after, such termination.

11. ASSIGNMENT OF THE AGREEMENT

11.1 The Freelancer has no right to assign the Contract or the relevant rights and obligations in whole or in part to a third party without Customer's prior written consent.

11.2 The Freelancer already grants Customer with the authorization to assign the Contract or the relevant rights and obligations to a third party. For these purposes, as soon as requested by Customer, the Freelancer will promptly take all the necessary actions for the assignment of the Contract or of its rights or obligations.

11.3 Customer has the right to disclose any information necessary for the assignment of the Contract or of its rights or obligations regarding the Contract, including its negotiation.

12. FORCE MAJEURE

12.1 If a Force Majeure event occurs, the Party whose obligation is inhibited is required to inform the other Party within 5 Business Days providing all the details and to take all the reasonable steps in order to remedy the situation.

12.2 No Party is responsible for possible breaches of its obligations under the Contract if the performance is impeded or delayed or inhibited by a Force Majeure event communicated according to the present Clause and the deadline for the performance of the affected obligation/s is thus postponed.

12.3 If the obligation of the Freelancer is impeded by Force Majeure, the Freelancer pays back to Customer the advance payment, if any, paid by Customer.

13. NOTICES

13.1 All notices or other communications required or permitted to be delivered or given under the Contract must be in writing and are delivered by hand or sent by prepaid telex, cable or telecopy, or sent by registered, certified or express mail or by a reputable courier service or by email to the contact details that each Party will provide to the other in writing from time to time.

14. MISCELLANEOUS

14.1 The written form is required for the validity of any amendment or addition to the Contract, as well as for the validity of its termination or waiver by one of the Parties to any of the rights in any way deriving from the Contract or for the valid remission of the relative obligation for the account of the other Party.

14.2 Mere silence, or the absence of a prompt reaction, in case of any violation by one of the Parties can not be construed as acceptance of the violation or as a waiver of the right to demand fulfillment of the obligation hypothetically violated, or as a waiver of the rights and/or powers deriving to the compliant party from such violation.

14.3 The Contract represents the final and complete definition of the relations between the Parties, and overrules and extinguishes any previous agreements, expectations or negotiations between them.

14.4 The Contract is not valid until signed by a duly authorised officer(s) on behalf of each Party. No

deletion, addition or amendment to any part of the Contract other than the filling in of blank spaces intended to be filled in and duly initialled by both Parties is binding upon the Parties unless made in writing and signed in like manner.

14.5 Each Party bears its own costs and expenses for the negotiation and execution of the Contract.

14.6 The Contract does not create rights in favour of third parties.

15. DISPUTE RESOLUTION

15.1 All disputes arising out of the Contract shall be finally settled under the Jur Open Layer. The Parties waive their right to file the dispute before a competent court. The Parties submit that a dispute will be resolved on the JUR Open Layer on which each Party will state its proposal for resolution of the dispute. JUR token holders will then vote for each proposal. This Contract is automatically connected to the Jur Open Layer and the Parties agree on the self-executing character of this Contract (see Escrow definition and clause).

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25.11.2019. Nijmegen, Netherlands

The Customer   The Freelancer

Radboud University B.V.   **John Carpenter**

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