

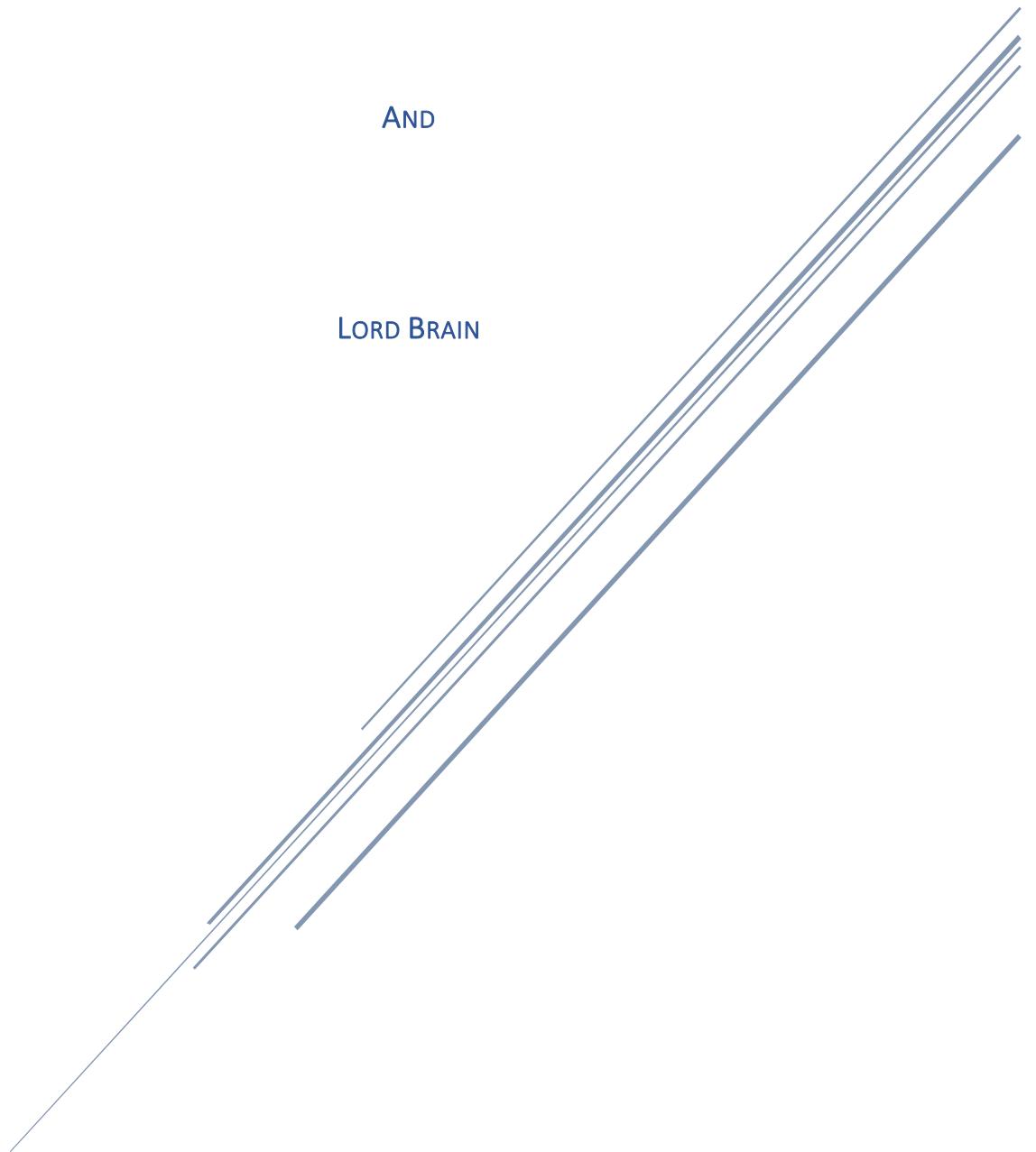
FREELANCE CONTRACT

BY AND BETWEEN

DUCKS 'R US LTD.

AND

LORD BRAIN



IE University

Daniel Collin, Dalya Droste, Amanda Matesanz & Teresa Olombrada

FREELANCE CONTRACT

by and between

- (1) **Ducks 'R Us Ltd.**, a company duly existing and organized under the law of Australia, with a registered office in 3 Bye St, Wagga Wagga NSW 2650, Australia registered with the Australian Securities & Investments Commission (ASIC) under ACN 578 697 421, VeChainThor wallet address XXY, email: ducksrus@quack.au (the "Customer")

and

- (2) **Lord Brain**, born in Pie Town, New Mexico, United States of America on 6.9.89, fiscal identification code XX XX, VeChainThor wallet address IIBB, email: brains@rubberducky.com (the "Freelancer")

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

WHEREAS

- (A) The Customer is a company active in the field of acquisition and sale of locust prevention methods, including but not limited to Rubber Duckies. (the "Customer Project");
- (B) The Freelancer has extensive experience in training and breeding of species in the Anatidae family;
- (C) The Customer is willing to appoint the Freelancer, whom is willing to accept, as a 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 the Customer according to the terms and conditions of this freelance contract (the "Contract").

Accordingly, the Parties agree as follows.

1. DEFINITIONS AND INTERPRETATIONS

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

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Business Day	Any day which is not Saturday, Sunday or any other festivity in Australia or the United States of America
Clause	Clause of the Contract
Confidential Information	Intellectual Property Rights over the Customer Project as well as the result of the Services and any information regarding the Customer Project regardless whether the Freelancer has been made privy of such information before, during or after the execution of the contract and whether such information are oral, written or else;
Consideration	The price that the Customer will pay to the Freelancer as consideration for the provision of the services
Contract	As ascribed to in in Whereas (D)
Customer Project	As ascribed to it in Whereas (A)
Escrow	The mechanism where Parties store a sum equal to the consideration of the Contract to a third-party Wallet on the Jur Platform
Force Majeure	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) cannot be inhibited by the affected Party even when applying reasonable care, these conditions are cumulative.
Intellectual Property Rights	any patents, copyrights, models, designs, trademarks, trade names, product designations, trade practices, databases, know-how, secret and commercial information, processes, methods, business plans, business models, technical specifications, marketing strategies, prices, production costs and margins as well as requests for registration having as object the mentioned rights;
Jur Beta Platform	A decentralized legal ecosystem based on the blockchain technology in order to automate contract creation, formation, execution, enforcement and dispute resolution.
Jur Token	A unit of exchange and store of value used on the Jur Beta Platform used in the exchange of value, and on the Open Layer platform for the resolution of disputes.
Open Layer	An online dispute resolution mechanism on the Jur Platform

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where the decision-making process is open to all participants through game theoretic principles. More details can be found in the Jur Whitepaper (Appendix 1).

Project Duration	180 days following the conclusion of the agreement.
Result of Services	means all of the Intellectual Property Rights, 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	As ascribed in Whereas (C) and as described in Clause 3.
Wallet	Software which contains unique cryptographic keys with associated profiles linked to addresses which are used to establish ownership of tokens. Can be used to store tokens or make transactions on the JUR platform.

- 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 provides the Services to the *Customer* upon payment of the *Consideration*.
- 2.2 The *Contract* does not constitute, give rise to or evidence any agency, partnership or joint venture between the Parties hereto.

3. SERVICES

- 3.1 The Parties acknowledge that the Services consist of breeding 1,000 Ducks of the species Rubber Duckies, genetically modified specifically for locust extermination, and delivering them to the address of the Customer within 180 days of the conclusion of the agreement. The Ducks may be

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delivered all at once or in batches of 100. Notice of delivery must be given to the *Customer* five (5) business days in advance.

3.2 The Contract shall use the following Resolution Proof:

- a) The Freelancer will upload photographs of the appropriately grown and delivered Rubber Duckies directly to the JUR Platform and a corresponding Excel Sheet with the serial numbers of each Duck.
- b) Each duck must be tagged with a serial number and corresponding automatic identification tag, readable by DEVICE XYZ.
- c) The photographs and Excel Sheet serve as a proof of life at delivery and must show the Rubber Duckies at the place of delivery. The photographs shall be clear, with a minimum of 12-megapixel quality and a date and time stamp.
- d) The Freelancer must also upload a close-up photograph of the details of the Rubber Duckies, such as the conditions of wings, beaks and feet.
- e) The Freelancer must upload one photograph per duck as specified above on the Jur Beta Platform from a random sample of 20 ducks. The random sample will be chosen by the Customer from the previously uploaded Excel sheet.
- f) The photographs must be taken with a geolocation capability that reliably shows that they were taken at the premises of the Customer.

3.3 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 with accordance with the Contract, the Freelancer will deliver the Rubber Duckies, produced according to Clause 3 of the Contract to the premises of the *Customer* within 180 days of the conclusion of the agreement.

4.2 The *Customer* shall not unreasonably withhold or delay acceptance of the goods. If the Freelancer has delivered the Rubber Duckies, the *Customer* is obligated to accept the Rubber Duckies.

4.3 Subsequent maintenance of the Rubber Duckies is not the obligation of the Freelancer under this *Contract*.

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- 4.4 The *Customer* shall not be obligated to accept any Rubber Ducky that is not in accordance with the requirements of the *Contract*. The Freelancer shall immediately, at its risk and cost, take all steps to compete and correct the Rubber Duckies that the *Customer* refuses to accept either through replacement or through compensation.
- 4.5 The Rubber Duckies shall be delivered by the Freelancer at the address of the *Customer* as specified in *Clause 3*.

5. CONSIDERATION

- 5.1 At the date and time of signing the *Contract*, the *Customer* shall deposit the *Final Payment* amount in *Escrow* on the *Jur Beta Platform* for the purpose of completing the *Final Payment* to the Freelancer. The sum consists of a fixed amount of €100,000.00 to be converted into *Jur Tokens* according to the corresponding applicable exchange rate at the time of signing the contract. The failure to deposit the money amount in *JUR Tokens* into *Escrow* renders the agreement non-binding on the Freelancer.
- 5.2 The Freelancer shall accept the fact that *JUR Tokens* may fluctuate in esteemed worth and accepts the risk of *JUR Token* devaluation.
- 5.3 The *Customer* shall accept the fact that *JUR Tokens* may fluctuate in esteemed worth and accepts the possibility of *JUR Token* appreciation.
- 5.4 The *JUR Tokens* shall be released from *Escrow* and shall be transferred to the *wallet* of the Freelancer upon submission of the *Resolution Proof* by the Freelancer and its acceptance by the *Customer*.
- 5.5 If the time limit is not respected by the Freelancer, a dispute shall be initiated. Both parties shall have 48 hours after the initiation of the dispute to come to an amicable solution. If the parties fail to allocate the sum in an amicable way during that time period, the dispute shall be opened to the voters to be voted upon.
- 5.6 In the event of a dispute, the funds shall remain in *Escrow* instead of being released to the wallet of the Freelancer. If the dispute is settled amicably within 48 hours, the funds shall be released in accordance with the agreement reached by both parties. If the dispute is not settled amicably, the funds shall be released from *Escrow* to either one of the Parties' wallet in accordance with the result following the Open Layer Dispute Resolution.

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6. WARRANTY

- 6.1 The Freelancer warrants that the Rubber Duckies are:
- a) Fit for purpose;
 - b) Provided accurately, diligently and in compliance with the highest business field standards of the avian industry;
 - c) Compliant with all the requisites established by any applicable laws.
- 6.2 In the event of breach of any of the warranties provided for in the present *Clause*, upon the *Customer's* discretion, the Freelancer:
- a) Delivers substitute *Services* to the *Customer* with no extra charges; or
 - b) Reimburses costs borne for the *Customer's* purchase of Rubber Duckies from a third party up to the original purchase price.
- 6.3 The Freelancer is liable for any physical defects traceable prior to delivery of the Rubber Duckies.
- 6.4 Without prejudice to the other provisions of the present *Clause*, the Parties further agree that:
- a) The Freelancer's warranty for defect lasts two (2) years starting from the acceptance of the *Services* by the *Customer*;
 - b) The Freelancer guarantees good health of the Rubber Duckies, if taken care of according to industry standards, for a period equal to five (5) years starting from the acceptance of the *Services* by the *Customer*.
 - c) If the physical defects render a Rubber Ducky not fit for its intended purpose, the Freelancer will substitute the Rubber Ducky in order to assure that they are fit for purpose.
- 6.5 During the warranty period, substitution costs and expenses are on the Freelancer.
- 6.6 The *Customer* is required to notify to the Freelancer the physical defects of the *Services* within fifteen (15) calendar days from the discovery otherwise the *Customer* will lose the warranty rights for failing to observe a time-limit.
- 6.7 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 shall not subcontract, in whole or in part, the *Services* without the prior written consent of the *Customer*, not to be

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unreasonably withheld, provided that the Freelancer may, without consent, subcontract with its affiliates.

- 7.2 Notwithstanding previous *Clause 7.1*, no subcontract shall bind nor shall be intended to bind *Customer*, and each subcontract shall name the Freelancer as the contracting party in the Freelancer's own right and not as an agent of the *Customer*.
- 7.3 The Freelancer shall be fully liable to *Customer* for the subcontracts, the complete performance of the services which is supplied by a subcontractor and, further, the Freelancer shall 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 shall 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. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Freelancer acknowledges that the *Customer Project* is the exclusive property of the *Customer* and that the *Customer* is the only owner or legitimate user of the *Intellectual Property Rights* concerning the *Customer Project*.
- 8.2 The Freelancer acknowledges that any of the *Intellectual Property Rights* over materials, documents and information (including electronic information) provided by the *Customer* to the Freelancer are and shall be in any moment *Customer's* property.
- 8.3 The Freelancer acknowledges that any of the *Intellectual Property Rights* over the Result of the Services are and shall be in any moment *Customer's* property. Therefore, all the *Intellectual Property Rights* over the *Result of the Services* are hereby granted and transferred from the Freelancer to the *Customer* with no further charge or cost.
- 8.4 The Freelancer irrevocably waives, and undertakes to procure that the Freelancer's personnel do the same, any rights of use, economical or moral or similar, transferrable or non-transferrable, that they might have with reference to the *Result to the Services*.
- 8.5 If required by the *Customer*, the Freelancer executes any document and performs any actions, and procures that the Freelancer's personnel do the same, reasonably necessary in order to adequately transfer the

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Intellectual Property Rights over the Result of the Services to the Customer.

- 8.6 The Freelancer accurately keeps the original documents regarding the *Result of the Services* and keeps a registry with the documents suitable to evidence the independent creation process. At the termination of the effects of the *Contract*, or sooner upon the *Customer's* request, the Freelancer delivers to the *Customer* such documents.
- 8.7 The Freelancer is granted with a non-exclusive and free of charge license for the use of the *Result of the Services* only for the performance of the *Contract*.
- 8.8 The Freelancer grants the *Customer* with a worldwide, non-exclusive, free of charge and irrevocable license for the use to the *Basic IP Rights*. The *Customer* is allowed to grant this license to companies belonging to the *Customer*.
- 8.9 The Freelancer is obliged to obtain any authorization for the use of any third party's *Intellectual Property Rights* which are necessary or useful for the Services. Related costs are included in the *Consideration*.
- 8.10 The Freelancer guarantees that the *Customer's* exploitation, use or distribution of the *Result of the Services* does not breach any third party's *Intellectual Property Rights* nor it is a misappropriation of such rights.
- 8.11 The Freelancer:
- a) Undertakes not to claim any right to any of the *Intellectual Property Rights* over the *Customer Project*;
 - b) Agrees not to register or use or manufacture any of the *Intellectual Property Rights* over the *Customer Project* anywhere in the world.
- 8.12 The Freelancer undertakes to keep *Customer* harmless and indemnified against any and all claims, actions, liabilities, proceedings, obligations, losses, fines, penalties, damages, costs, expenses and payments requested by any third party alleging that the Services or the *Basic IP Rights* violates their own *Intellectual Property Rights*.

9. CONFIDENTIALITY

- 9.1 The Freelancer acknowledges that, for the performance of the Contract, it may be made privy of *Confidential Information*.
- 9.2 The Freelancer acknowledges and agrees that any disclosure of the *Confidential Information* does not grant the Freelancer any right, title or interest in or to any of the *Confidential Information*. All such rights, titles

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and interests will continue to vest solely with and be owned exclusively by the *Customer*.

9.3 Therefore, the Freelancer undertakes:

- a) Not to use (otherwise than for the purposes of the *Contract*), disclose or permit the use by third parties of any of the *Confidential Information*;
- b) To receive, protect and maintain the *Confidential Information* in the strictest confidence;
- c) To exercise a high degree of care in preserving the secrecy of the *Confidential Information*;
- d) Not to duplicate the *Confidential Information* without the *Customer's* express written consent;
- e) Not to use the *Confidential Information* to produce or to exploit, including without limitation, the technologies and the know-how provided by the *Confidential Information* itself, during and after the termination of the *Contract*.

9.4 The Parties agree that the *Confidential Information* may be disclosed, but not used, if the latter are:

- a) Information that is part of the public domain at the time it is disclosed, it being understood that the burden of determining whether such *Confidential Information* is actually part of the public domain will rest on the *Customer*;
- b) Information which, after its disclosure to the Freelancer, becomes part of the public domain through no fault of the Freelancer;
- c) Information which is required to be disclosed pursuant to any statute, regulation, order or subpoena, provided that prior written notice of such disclosure is given to the *Customer* as soon as possible in order to afford the *Customer* an opportunity to set up, if possible, protective measures.

10. NON-COMPETITION

10.1 Unless the Parties agree in writing otherwise, the Freelancer, during the time-period of the *Customer Project*, undertakes not to:

- a) Perform the Services in favor of third parties which, directly or indirectly, are in competition with the *Customer Project*;
- b) Do any business (selling, producing or marketing), either directly or indirectly or through others, concerning goods or services which, directly or indirectly, are in competition with the *Customer Project*;
- c) Accept appointments (of any kind and/or content, none excluded, even for the performance of simple services of consultation or subordinate employment) from companies that operate businesses

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which, directly or indirectly, are in competition with the *Customer Project*;

- d) Do any business (selling, producing or marketing) in the interests or on the behalf of companies that perform activities which, directly or indirectly, are in competition with the *Customer Project*.

- 10.2 The Parties acknowledge that the Consideration has been agreed upon also in light of the non-competition obligations under the present Clause.

11. DURATION AND WITHDRAWAL

- 11.1 The *Contract* is valid from the signing date until the completion of the Services (see *Project Duration* definition)
- 11.2 The obligations under Clauses 8, 9 and 10 are valid for the duration of the Contract, and Clauses 8 and 9 shall further be valid for the three (3) years following the termination of the *Contract*, except for in case of breach as specific in Clause 13.2.
- 11.3 The *Customer* shall have the right to withdraw from the *Contract* by sending to the Freelancer a fifteen (15) *Business Days* prior written communication.

12. TERMINATION FOR BREACH

- 12.1 If one Party commits a breach as stated under 12.2, the other Party may terminate the *Contract* by written notice to the breaching Party. *Escrow* shall be released to the *Wallet* of the non-breaching party.
- 12.2 A breach is considered to be committed if one Party does not fulfill its obligations as established in the *Contract*, and fails to remedy this breach within ten (10) *Business Days* after receiving a written notice from the other party, if capable of being remedied.
- 12.3 If the Freelancer is in breach of the obligations under Clauses 8, 9, 10 and 11, the *Customer* shall have the right to immediately terminate the Contract by giving to the Freelancer a written notice. Escrow shall be released back to the *Customer's Wallet*.

13. EFFECTS OF TERMINATION

- 13.1 Upon the termination of the *Contract*, the Freelancer shall promptly provide to the *Customer* all available, even if partially, outputs and Result of the Services if the Freelancer is the breaching party.

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- 13.2 Upon breach of the *Contract* by the *Customer* all *Intellectual Property Rights*, including but not limited to industrial, chemical processes developed in the *Customer Project* are transferred to the Freelancer.
- 13.3 The termination of the *Contract* 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.

14. LIQUIDATED DAMAGES

- 14.1 The Freelancer acknowledges and agrees that the *Customer* may be irreparably harmed by the breach of any of the provisions set forth under Clauses 8, 9, 10 and 11.
- 14.2 Therefore, without prejudice to other possible claims and damages, in case of any breach of the Clauses 8, 9, 10, 11 and other hypothetical breaches, the Freelancer will pay the *Customer* a lump sum equal to double the Consideration as liquidated damages.
- 14.3 The *Customer* acknowledges and agrees that the Freelancer may be harmed in case of unreasonable withdrawal by the *Customer*.
- 14.4 Therefore, without prejudice to other possible claims and damages, in case of an unreasonable withdrawal, the *Customer* will pay to the Freelancer the lump sum equal to double the Consideration as liquidated damages.

15. ASSIGNMENT OF THE AGREEMENT

- 15.1 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 the *Customer's* prior written consent.
- 15.2 The Freelancer already grants the *Customer* with the authorization to assign the *Contract* or the relevant rights and obligations to a third party, with due notice and in good faith.
- 15.3 The *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.

16. FORCE MAJEURE

- 16.1 If a *Force Majeure* event occurs, the Party whose obligation is inhibited shall inform the other Party within five (5) *Business Days* providing a

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detailed account of the relevant situation and inhibition, as well as take all the reasonable steps to remedy the situation.

- 16.2 No Party is responsible for possible breaches of its obligations under the *Contract* if the performance is impeded, 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, to be agreed upon by the parties.
- 16.3 If the obligation of the Freelancer is impeded by *Force Majeure*, the Freelancer pays back to the *Customer* the advance payment, if any, paid by the *Customer*.

17. NOTICES

- 17.1 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 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 prior to the signing of the *Contract*.
- 17.2 Any changes to postal or fax addresses or email shall promptly be communicated to the concerned parties.

18. MISCELLANEOUS

- 18.1 Written form, in print or electronic, is required for the validity of any amendment or addition to the *Contract*, as well as for 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 corresponding obligation for the account of the other party.
- 18.2 Silence, or the absence of a prompt reaction, in case of any violation by one of the Parties cannot be construed as acceptance of the violation or as a waiver of the right to demand fulfillment of the obligation violated, or as a waiver of the rights and/or powers deriving to the compliant party from such violation.
- 18.3 If the acceptance of the violation or waiver of rights pertaining to such was indirectly confirmed by the compliant party through conduct in the fifteen (15) calendar days after being notified of the violation, this is seen as a waiver of its rights.
- 18.4 The *Contract* represent the final and complete definition of the relations between the Parties, and overrules and extinguishes any previous agreements, expectations or negotiations between them.

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- 18.5 The *Contract* is not valid until signed by a duly authorized 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 initialed by both Parties. This is binding upon the Parties unless made in writing and signed in like manner.
- 18.6 Each Party bears its own costs and expenses for the negotiation and execution of the *Contract*.
- 18.7 The *Contract* does not create rights or duties for third parties.
- 18.8 In the case that *Jur AG* transitions its *Jur Beta Platform* into Jur Platform, or any equivalent non-beta status, all the *Clauses* which refer to the *Jur Beta Platform* shall also apply to the Jur Platform, in as far as technologically feasible.

19. APPLICABLE LAW

- 19.1 The Contract shall abide by and shall not be contrary to the applicable laws of the respective countries the parties are registered in, are residents of or have signed the contract in.

20. DISPUTE RESOLUTION

- 20.1 Both Parties agree to attempt to resolve any disputes or controversies arising under, out or in connection with this Agreement by conducting good faith negotiations amongst themselves.
- 20.2 If the Parties hereto are unable to resolve the matter following good faith negotiations, the matter shall be settled under the *JUR Open Layer* provided by the Swiss *JUR AG*.
- 20.3 Parties cannot start proceedings on the basis of devaluation or appreciation of the *JUR Token*.
- 20.4 This *Contract* is automatically connected to the *JUR Open Layer* and the Parties agree on the self-executing character of this *Contract*.
- 20.5 In the event of any doubts relating to the functioning of the Open Layer platform, the parties shall refer to the rules available on the Open Layer website.

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Friday, March 27, 2020, Wagga Wagga, Australia

The Customer
Ducks 'R Us Ltd.

The Freelancer
Lord Brain

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