FREELANCE CONTRACT

by and between

(1)   **Borrel**, a company duly existing and organised under   the laws of   the Netherlands,   with registered office in Nijmegen, registered at the Registrar of Companies of Eindhoven under n. 12345678, VAT n. NL123456789B01, Jur Wallet Address: 0x068acff91fbc5d1c1d006af6857-ace7c9197ad0d share capital   equal to €500.000, represented by mr. Luigi   in his capacity of CEO (the "*Customer*").

and

(2)   **Mr. Tortellini**, born in Rome on 03-05-1986,   fiscal identification code LLLLLL99L99L999L, Jur Wallet Address: 0x053ddc691fbc5d1c1d006af6857ace7c9197ad0d (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 catering field (the " *Customer Project*");

(B)   the Freelancer has extensive experience in social media management;

(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*") for a period of six months;

(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 (in the contract, all the

1.2   definitions used are cursive):

Basic IP Rights	means the Intellectual Property Rights of the Freelancer or of any other third party created independently from the *Contract* which the Services are based on or which are necessary for the proper utilization of the Result of the Services;
Business Day	means any day which is not Saturday, Sunday or any other festivity in the Netherlands;
Clause	means each clause of the Contract;
Confidential Information	means the 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	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);
Customer	means the owner of the company for which Freelancer works;
Customer Project	has the meaning ascribed to it in 'Whereas' (A). It entails the company of the Customer and his business;

Customer _____   initials   Freelancer _____

Escrow	refers to the preemptive submission of payment, in the form of JUR Tokens, to the Jur Beta Platform and the freezing of said payment till a contractually defined parameter or *Clause* is triggered allowing the JUR Tokens to be released to the party defined in said *Clause* or parameter;
Feedback Period	refers to the period of time after the Customer has given instructions to the Freelancer. The period to transfer the feedback into the Freelancer's work is 5 workdays. Customer can extend this period in consultation with Freelancer;
Final Payment	refers to the amount of JUR Tokens the Customer deposits on an escrow upon signing the contract;
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;
Freelancer	means a self-employed person, hired by Customer to be of service for him for a definite period of time;
Instructions	refers to comments of the Customer on the Customer Project and input of the Freelancer. This can be in the form of verbal communication, e-mails or other ways of communication. Instructions should include solutions to problems the Customer has with the Freelancer's services;
Interaction	means to like or reply to a public comment under a Facebook or Instagram post;
Intellectual Property Rights	means 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 AG	is a legal tech company based in Switzerland, which has devised a decentralized legal ecosystem based on the blockchain technology in order to automate contract creation, formation, execution, enforcement and dispute resolution.
Jur Beta Platform	refers to the technological conflict resolution framework developed by Jur AG to provide dispute resolution technology by using blockchain based smart Contracts. Once the Jur Platform is online and running, every clause referring to 'Jur Beta Platform' can be considered referring to 'Jur Platform';
Jur Community Layer	Decentralized alternative dispute resolution mechanism where communities of experts solve medium-sized disputes.
Jur Open Layer	refers to a decentralized online dispute resolution mechanism developed by Jur AG which relies on the network of JUR Token holders to resolve disputes with regards to smart Contracts recorded on the Jur Beta Platform, incorporating game theory and digital assets;
JUR Token	also referred to as JUR, is a unit of value in the JUR currency as used in the exchange of value and resolution of conflicts by the

Customer _____   initials   Freelancer _____

	Jur Beta Platform;
JUR Token Holders	a member of Jur who has JUR Tokens in his Wallet;
Majority voting system	system in which the winner of an election is the candidate that received more than half of the votes cast.
Project Duration	the life-cycle of the project after which the JUR Tokens will be transferred to the Freelancer;
Result of the 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	has the meaning ascribed to it in 'Whereas' (C) and Clause 3;
Wallet (address)	refers to an instance on the blockchain used by the Jur Platform where parties can store their Jur Tokens.

1.3   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.

1.4   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 consist of establishing the organization's presence on the following social media platforms:

     (i)   *Customer*'s website (http://www.borrelnijmegen.com/)

     (ii)   Facebook (https://www.facebook.com/borrelnijmegen/)

     (iii)   Instagram (https://www.instagram.com/borrelnijmegen/)

3.2   The Freelancer undertakes to provide the Services so as to meet the following conditions:

    (a)   The Freelancer will update and maintain the information on the social media platforms of the *Customer* by meeting the following quotas during the period of the *Contract*:

        (i)   Two news items on the *Customer*'s website a week

        (ii)   Four Facebook posts each week

        (iii)   Two Instagram posts each week

        (iv)   Interacting with reactions on the social media platforms at least five *Interactions* a day

    (b)   The Freelancer shall provide the *Customer* with information about   what he or she changed on the social media platforms by providing the following reports weekly:

        (i)   Google Analytics Report for the *Customer*'s Website

        (ii)   Facebook EdgeRank Status, Likes, and Traffic

        (iii)   Instagram EdgeRanks Status, Likes, and Traffic

(c)   The Freelancer will communicate with the *Customer* at the conclusion of each thirty day period (in person, by phone, or online) to discuss the progress of the *Customer* presence on Social Media Platforms, as defined under 3.1 and discuss strategy for the upcoming period (see also the definition of *Feedback Period*.)

(d)   The *Customer* may give *Instructions* to The Freelancer and shall voice any concerns regarding the quality of the work by the Freelancer during the sharing of information as mentioned under *Feedback Period* regarding the activities under (3.2a) and (3.2b). The Freelancer will, within reason, alter his activities to the will of The *Customer*.

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

4.   ACCEPTANCE OF SERVICES

4.1   The Freelancer shall perform his duties in accordance with the quantitative quotas and requirements as defined under 3.2 and the wishes communicated to him by the *Customer* in accordance with 3.2.C and 3.2.D, without requiring prior approval by the *Customer* before the execution of each item as defined under 3.

4.2   The *Customer* shall trust that the services performed by the Freelancer are done so in good faith and incorporating expertise in current social media best practices and as such shall not unreasonably burden the Freelancer with requests which counter said good faith and expertise, unless specific concerns prompt the *Customer* to do so otherwise.

4.3   In case the process in 3.2.C and 3.2.D does not result in a satisfactory outcome for the *Customer*, the *Customer* has the right to refuse the services provided by the Freelancer. The Freelancer will immediately, at its risk and cost, take all steps to complete and correct the Services that *Customer* refuses to accept.

4.4   When a contested portion of the service is rectified, the Freelancer shall inform the *Customer* of this in written form or by telephone, after which the *Customer* is expected to re-evaluate the remedy provided by the Freelancer at the earliest opportunity and shall approve or reject the remedy in the same way the *Customer* was informed about the rectification.

5.   CONSIDERATION

5.1   Parties will exchange the following values:

(a)   At the date and time of signing the *Contract*, the *Customer* will deposit the *Final Payment* amount in *Escrow* on the *Jur Beta Platform* for the purposes of completing the *Final Payment* to the Freelancer. The sum consists of a fixed amount of €800,00. It will be converted to *JUR Tokens* according to the exchange rate that applies at the time of signing the contract.;

(b)   The Freelancer will accept the fact that *JUR Tokens* can fluctuate in esteemed worth and accepts the risk of *JUR Token* devaluation.

(c)   The *JUR Tokens* will be released from *Escrow* and will be transferred to the *wallet* of the Freelancer when the quotas (from 3.2) for the complete *Project Duration* are met.

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 field standards;

Customer _____   initials   Freelancer _____

(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 *Customer*'s discretion, the Freelancer:

(a)   delivers to *Customer* substitute Services with no extra charges; or

(b)   reimburses to *Customer* the costs borne for the purchase of the Services from a third party.

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

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 2 years starting from the acceptance of the Services by *Customer*;

(b)   the Freelancer guarantees the proper functioning of the Services for a period equal to 5 years starting 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.

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

6.6   *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 discovery otherwise *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 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.   INTELLECTUAL PROPERTY RIGHTS

8.1   The Freelancer acknowledges that the *Customer Project* is the exclusive property of *Customer* and that *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 *Customer* to the Freelancer are and will 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 will be in any moment *Customer's* property. Therefore, all the Intellectual *Intellectual Property Rights* over the *Result of the Services* are hereby granted and transferred

Customer _____   initials   Freelancer _____

from the Freelancer to *Customer* with no further charge or cost.

8.4 The Freelancer irrevocably waives, and undertakes to procure that the Freelancer's personnel does the same, any rights of use, economical or moral o similar, transferrable or non transferrable, that they might have with reference to the *Result of the Services*.

8.5 If required by *Customer*, the Freelancer executes any documents and performs any actions, and procures that the Freelancer's personnel does the same, reasonably necessary in order to adequately transfer the *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 *Customer's* request, the Freelancer delivers to *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 *Customer* with a worldwide, non exclusive, free of charge and irrevocable license for the use of the *Basic IP Rights*. *Customer* is allowed to grant this license to companies belonging to *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 *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 manufactures 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 and interests will continue to vest solely with and be owned exclusively by *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 *Customer's* express written consent;

(e) not to use the *Confidential Information* to produce or to exploit, including without

Customer _____   initials   Freelancer _____

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limitation, the technologies and the know-how provided by the *Confidential Information* itself, during and after the termination of the *Contract*;

(f) to return to *Customer* all the *Confidential Information* and to destroy or permanently erase all of the possible copies of the *Confidential Information*.

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 *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 *Customer* as soon as possible in order to afford *Customer* an opportunity to set up, if possible, protective measures.

10. NON COMPETITION

10.1 Unless the Parties agree in writing otherwise, the Freelancer undertakes not to:

(a) operate in a manner which can, in a business, intellectual or competitive context, harm the *Customer* in relation to his Services provided in the context of the *Customer Project* while the *Customer Project* is ongoing;

(b) do any business (selling, producing or marketing) in the interests or on behalf of companies that perform activities which are in direct 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 for the duration of 6 months (see *Project Duration* definition).

11.2 The obligations under *Clauses* 8, 9 and 10 are valid for the duration of the *Contract* and for the 3 years following the termination of the *Contract*.

11.3 *Customer* has the right to withdraw from the *Contract* by sending to the Freelancer a 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.

12.2 A breach is considered to be committed if one Party does not fulfil its obligations as established in the *Contract*, and fails to remedy this breach within 10 *Business Days* after receiving a written notice from the other party.

12.3 If the Freelancer is in breach of the obligations established under *Clauses* 8, 9 or 10, the *Customer* has the right to immediately terminate the *Contract* by giving to the Freelancer a written notice.

13. EFFECTS OF TERMINATION

13.1 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.

13.2 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

Customer _____   initials   Freelancer _____

come into force on, or to continue in force after, such termination.

14. ASSIGNMENT OF THE AGREEMENT

14.1 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.

14.2 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.

14.3 *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.

15. FORCE MAJEURE

15.1 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.

15.2 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.

15.3 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*.

16. NOTICES

16.1 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.

17. MISCELLANEOUS

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 Each Party bears its own costs and expenses for the negotiation and execution of the *Contract*

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

17.7 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.

Customer _____   initials   Freelancer _____

18. DISPUTE RESOLUTION

18.1   Parties agree to attempt to resolve any dispute about the performance of the duties of the Freelancer, as stated under Clause 3, payment, as stated under Clause 5 or any other controversies arising under, out or in connection with this Agreement by conducting good faith negotiations amongst themselves.

18.2   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.*

18.3   The decision of the *Jur Open Layer* is based on a *majority voting system*.

18.4   The Parties to this contract agree on the self-executing nature of this contract and the decision that will arise from the *Jur Open Layer* . In addition parties to this contract will take all the necessary measures to ensure full compliance with the decision.

18.5   If during the dispute under article 18.1 the interest of the dispute exceeds one-thousand euros parties can agree to make use of the *Jur Community layer* provided by the Swiss *Jur AG*.

18.6   After a dispute arises under article 18.1 parties to this contract will   have ten *business days* to upload evidence that supports their claim.

18.7   Parties cannot start proceedings on the basis of devaluation of the *Jur Token.*

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2-4-2019, Nijmegen

The Customer   The Freelancer

Mr. Luigi   Mr. Tortellini

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