

INDEPENDENT LEGAL SERVICES CONTRACT

by and between

(1) **LHSG**, a car company duly existing and organized under the laws of Spain, with a registered office in, Calle Cardenal Zúñiga, 12, 40003 Segovia, Spain registered at the Commercial Registry of Spain under n. 579842, VAT n.342807, VeChainThor wallet address: 0457974123348076458, email lhsg@gmail.com (the “**Client**”).

and

(2) **Ms. Emma Carter**, a lawyer, resident in Barcelona, Spain, fiscal identification code 46255, VeChainThor wallet address: 0689536864211357932, email: emma.carter@gmail.com (the “**Attorney**”).

The Client and the Attorney are severally referred to as the “**Party**” and jointly as the “**Parties**”.

WHEREAS

(A) The client is a car company active in the field of producing car products such as; luggage cover systems, sun protection systems, panoramic roof systems and armrests.

(B) The Attorney has extensive experience in practicing commercial law and related activities.

(C) The client is willing to appoint the attorney which is willing to accept, as a provider of the services described under Clause of this contract (the “**Services**”).

(D) The Parties intend to regulate the provision of the Services by the Attorney to the Client according to the terms and conditions of this legal services contract (the “**Contract**”).

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:

Clause means each provision of the contract;

Consideration means the price that the client will pay to the attorney as consideration for the provision of the Legal Services;

Contract has the meaning ascribed to it in whereas (D);

Confidentiality (non-disclosure of information) means the attorney will not disclose information concerning the services provided to the client;

Jur AG is a Swiss company located in Grabenstrasse 25, Baar, Zug 6340, CH. Jur AG provides the technological platform, for example, the Jur Open Layer;

Jur Beta Platform is a decentralized legal ecosystem based on blockchain technology in order to automate contract creation, formation, execution, enforcement, and dispute resolution. The Jur Beta Platform is the digital interface on which the contract is uploaded and it gives a conclusion of the dispute, without trusting the other party but the smart contract;

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 Token is a utility token used on the Jur beta platform. 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;

Services are the legal advice and if necessary litigation of the attorney about a purchase of the company ABC (a producer of elastomer and plastic parts);

Smart Escrow where parties store an equal sum to the one of the contract’s consideration to a third party wallet on the Jur Platform;

Wallet where the digital currencies are stored;

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 clause of the contract does not invalidate the entire contract.

2. SCOPE

2.1 By signing the contract, the attorney undertakes to provide the services to the client whereupon it receives consideration in the form of payment through Jur Tokens.

3. JURISDICTION

3.1 Both parties agree that proceeding with respect to this agreement any legal action, rights and obligations, shall be argued applying Spanish Law exclusively.

4. SERVICES

4.1 The parties acknowledge that the Services consist of legal advice from attorney to client about the sale of another company, named ABC, a producer of elastomer and plastic parts for cars.

4.2 The Contract shall use the following Resolution Proof method:

(a) By means of updating with periodic reports from the lawyer, approved with a counter-response signed by the client, as a sign of approval, a dedicated google drive will be used.

4.3 The attorney should possess knowledge and sources which are suitable for the correct performance of the Service.

5. ACCEPTANCE OF SERVICES

5.1 When the contract is signed, the attorney will officially represent the client and advise it on the purchase of ABC.

6. CONSIDERATION

6.1 The attorney is to be paid 200 Jur tokens per hour of work.

6.2 The payment will be made to the Smart Escrow on the Jur Beta Platform. The payment will be released to the attorney up to 10 days after the work has been completed.

7. CONFIDENTIALITY

7.1 The Attorney will not disclose information concerning the services provided to the Client.

7.2 There will be utmost good faith between the parties and thus, any information provided by the client to the attorney, if oral or written constitutes confidential information, irrespective of whether this information was supplied before or after the time of agreement.

7.3. Confidential information means all data and information relating to the client's business and management including for example:

(a) Information about customers of the client.

(b) Information relating to the client's proprietary rights before any disclosure of such information.

(c) Any development or business plans of the employer.

(d) Financial information.

(e) Information about the client's personnel.

- (f) Any product information and processes of these, such as their production or planning.
- (g) Accounting information such as financial reports, bank statements, balance sheets.
- (h) Any information disclosed by third parties which is protected by a non disclosure agreement.

7.4. Confidential Information does not include:

- (a) Information that is public anyway and therefore known to the industry.
- (b) Information the attorney has before the client gives it to him.
- (c) Information that the client has from a third party which is able to transfer or disclose it (lack of non disclosure agreement).

8. SUB-CONTRACTING

8.1 The client may not subcontract with another attorney without the written consent of the attorney.

8.2 If the client subcontracts with another attorney, then the client is liable for every aspect that subcontract entails.

9. WARRANTY

9.1 The attorney warrants the client that the Services:

- (a) Will be concluded on time.
- (b) Will represent the client to the best of her abilities within the boundaries of the law.
- (c) Will not disclose information concerning the services provided to the client.

9.2 The client warrants the attorney:

- (a) The client will not consult with another attorney about any or a specific matter, other than Ms. Carter.

10. LIABILITY

10.1 The client is responsible for any costs or expenses the attorney may incur, with an exception of:

- (a) Any personal expenses.
- (b) The cost of postage such as for certificates.

11. AMENDMENT

11.1 The contract can only be amended by written agreement of both of the parties and by mutual consent.

12. TERMINATION

12.1 This contract will terminate if:

- (a) The attorney does not conclude her assigned work on time (if litigation is needed). In consequence, she will be dismissed.
- (b) The client wants the attorney to represent it about an illegal cause.
- (c) The service has been completed.

- (i) If the contract is terminated by performance, the attorney will get paid after she completed the work.

12.2 If the client will no longer want the attorney's services, it will have to notify the attorney within 1 week in advance.

12.3 If the attorney will no longer want to work for the client, she will have to notify the client within 1 week in advance.

12.4 If one of the parties wishes to terminate the contract before the time agreed, clause 10 applies.

13. TERMINATION FOR BREACH

13.1 If Attorney-Client privilege is breached by one or both of the parties the contract is terminated due to breach of Attorney-Client privilege.

- (a) The party that breaches the privilege will compensate the other party, if the affected party suffered damages.

13.2 If a clause of the contract is not complied with then the contract is terminated due to breach of its terms.

14. EFFECTS OF TERMINATION

14.1 If clause 12.2 applies but the service of legal advice is unfinished:

- (a) The attorney does has to continue his work until the termination of the contract (at the end of the 1 week notice
 - (i) If her work is still unfinished at the time of termination, the attorney does not have to complete her work.
- (b) The attorney will be paid for all outstanding costs she incurred upon the point of termination.

14.2 If clause 12.3 applies, but the service of legal advice is unfinished:

- (a) The attorney will finish the job, get paid and the services will conclude at the end of the job.
- (b) The attorney will be paid for all outstanding costs she incurred upon the point of termination.

15. NON COMPETING

15.1 The attorney will not represent a client's competitor whilst within this contract.

15.2 If clause 12 applies, the attorney will not represent a client's competitor for a period of at least six months.

16. DURATION

16.1 The contract is valid from the signing date.

16.2 The contract is valid for a year with the possibility to extend it.

17. DISPUTE RESOLUTION

17.1 All disputes arising out of the Contract shall be settled under the principle of good faith.

17.2 If the parties are not able to solve matters according to good faith, then the matters will be solved through the Jur Open Layer.

17.3 In the Jur Open Layer, the parties will state their proposal for the resolution of the dispute.

17.4 The decision making is left to a vote by all JUR Token holders.

18. DISCLAIMER OF GUARANTEE

18.1 The attorney will make no promises or guarantees about the outcome of the case, but she must perform the service with diligence to the best of her abilities

17.03.2020

Segovia, Spain

The Client
LHSG

The Attorney
Ms. Emma Carter

