

Contract to provide services
as the Frontend-Developer

Article 1: Establishment of the contract to provide services as the Frontend-Developer

This contract to provide services as the Frontend-Developer for an unlimited period of time (hereinafter the “**Contract**”) is reached on 05 February 2019 (hereinafter “**effective date**”), by and between

“**Webtiser AG**”, Förrlibuck strasse 70, CH-8005 Zürich, represented by its director Pascal Grämiger (hereinafter “**Contractor**”),

and

Leutrim Kosumi, having his address in str.”Fehmi Agani”, no.42/6, 10000, Pristina, Republic of Kosovo, with his personal identification number 1231774943, (hereinafter the “**Service Provider**”).

Jointly referred to as the “**Parties**”.

Date: 05 February 2019;

Article 2.Services provided

2.1. The Service Provider has to provide services as the **Frontend-Developer**. The Service Provider is responsible to take care and to work for the Contractor as stipulated in this Agreement, to cooperate with colleagues and to follow the instructions from the Manager and Director related to his engagement.

2.2. The Service Provider agrees to follow all instructions from the Contractor related to this Contract.

2.3. The Venue of work where the Service Provider will perform his duties and responsibilities is in Pristina, Kosovo. The Contractor can require from the Provider on the case-by-case basis to work on the different locations from the one stipulated in this article.

Article 3. Duties of the Service Provider

3.1. The duties of the Service Provider include but are not limited to provide the functioning of Frontend Developer.

3.2. The Provider is responsible for the performance of the above mentioned activities and for all duties that will arise while he is giving services. He shall make sure that his services are performed and are adequate with job tasks, stipulated from the leading staff on any form (verbal, writing etc.)

Article 4. Starting date of this contract and the term and Working Hours

- 4.1. This Services Contract is signed for unlimited time and starting from **01.04.2019**.
- 4.2. The Probation period for the Service Provider lasts 3 (three) months from the starting day. During the trial period, either Party may terminate this contract through a previous notice in a term of 7 (seven) days.
- 4.3. The official working days for Service Provider to provide Services for the Contractor week is from Monday to Friday.
- 4.4. A full time working hours for Service Provider day shall be 8 (eight) hours per day. The Service Provider working full-time is entitled to a break during the day of at least 30 (thirty) minutes. The official working day shall be variable due to workload and the period needed to adopt with the nature of work.
- 4.5. A working week for Service Provider shall include 40 (forty) hours. This period of time can be extended to longer working hours or work during weekends upon request of the Contractor.
- 4.6. A Service Provider is entitled to at least twenty (20) days for annual leave.

Article 5. Payment

- 5.1. Payment for the Services Provider shall be gross 9,100.00 Euro/per year (nine thousand and one hundred Euros). This payment will be paid in 13 installments per year (per month 700 Euro).
- 5.2. The Payment shall be done on monthly basis, starting from the 01.04.2019, upon completion of one month of the services provided. The payment for the services shall be made from 25th until the end of the month. The payment shall be made through bank transfer in the account number 1406000062183137 Banka Ekonomike, in the name of the Service Provider.
- 5.3. The yearly payment is fixed and including all taxes that Service Provider has to pay to Tax Authorities. The Service Provider shall get a fiscal number in the Tax Administration of Kosovo and is obliged to pay the taxes in the Tax Administration of Kosovo.
- 5.4. The Contractor and the authorized persons by him have the right to overlook the payment of the taxes and do tax payments on his behalf.

Article 6. Compensation of Damage by the Service Provider

- 6.1. If the Service Provider, intentionally or deliberately causes harm to the Contractor, he is obliged to compensate such damage.

Article 7. Termination of Services Contract

- 7.1. The Contractor can terminate this Contract with a prior written notice in writing given 15 days prior the intended time of termination.

7.2. For the Termination of this Contract by the Services Provider, the later has to give notice in writing 30 days prior the intended time of termination.

Article 8. Confidentiality

8.1. The Service Provider is obliged to act in accordance with the requests of the Contractor, to provide high confidentiality regarding this contract and regarding the business, to maintain professional secrets of the contractor towards third parties, especially towards the competitors, every time and in all circumstances, as well as after resolution of this contract.

8.2. The term “Confidential Information” shall mean any information or material that is in the property of or is developed by the Contractor that is not generally known by other Parties other than the Contractor and the Service Provider, which is obtained by the Service Provider through direct or indirect contact with the Contractor.

8.3. Confidential information includes but is not limited to:

- Information about the clients of the Contractor, their address, their product, service or distribution type requests.
- Information which is in the property of the Contractor, printed or stamped confidential, protected or not protected by intellectual property rights;
- Information of the firm management;
- Information of the financial and business registries;
- Technical information;
- Other information which is property of the Contractor.

9. Ownership of Work Product

9.1. The Contractor shall own all products arising during the course of the contract (prior, present or future). For purposes hereof, “Product” shall mean all intellectual property rights, including patentable inventions, intellectual property rights in any programming, documentation, technology or other work product that relates to the Contractor, its business or its customers, and that the Service Provider conceives, develops, or delivers to the Contractor at any time during the term of this contract, whether or not requested by the Contractor.

10. Personal data

10.1. The Service Provider expressly accepts that the Contractor can collect, process, use, transfer and communicate personal data of the Service Provider in accordance with the Law for Protection of the Personal Data of the Republic of Kosovo.

12.2. The Contractor accepts the obligation within this Contract to protect collected and processed personal data from being illegally or destroyed by accident, lost, changed, published or accessed, illegally changed or distributed in different form, processed or communicated in illegal ways.

11. Discipline

11.1. The Service Provider has to perform all his duties and orders given from the Contractor consciously, he should be faithful and he has to agree with the instructions of the services, contracts and rules, he has to promote always the interests of the Contractor and he has to avoid all hazardous actions regarding the interests of the Contractor.

11.2. During the performance of the tasks the Contractor has to be absolutely disciplined in all aspects.

12. Conflict resolution and Applicable Law

12.1. Possible disagreements between the Parties regarding the implementation of this Contract shall be solved confidently and with alternative methods, otherwise the competent Court in Zurich-Switzerland is responsible for solving possible conflicts between the parties.

12.2. Other conflicts shall be resolved as foreseen by the applicable law.

12.3. The applicable law for the rights and obligations which are foreseen by this contract shall be the applicable laws in the Republic of Kosovo.

Article 13. The expression of free will and miscellaneous

13.1. The contracting parties after having read all articles of the contract express their free will to sign this contract without any imposition or any kind of influence, and their signatures confirm this.

13.2. The same contract is prepared in 2 (two) identical copies, one copy for each of the contracting parties.

Contracting Parties:

Contractor:

Webtiser AG
Pascal Grämiger

Service Provider:



Leutrim Kosumi
Fiscal No: _____