

FREELANCE SERVICE AGREEMENT

This Freelance Service Agreement (the 'Agreement') is made on 2024-03-30 between Digital Solutions GmbH, a company duly registered and located at Hauptstraße 123, 10115 Berlin (the 'Client'), and Anna Schmidt, an individual sole proprietor operating at Musterstraße 45, 10117 Berlin (the 'Freelancer').

1. Services

The Freelancer agrees to provide comprehensive development services for a web-based Customer Relationship Management (CRM) system. The scope of work includes, but is not limited to, requirements gathering, system design, software development, user interface (UI) and user experience (UX) design, testing, and deployment. The Freelancer will ensure that the system is adequately documented and adheres to current industry standards for software development. For example, should the Client require specific features like customer tracking, analytics, or integration with other software, these will be documented and agreed upon in a separate statement of work.

2. Payment Terms

The Freelancer shall be compensated at a rate of €80 per hour for the services provided. Invoices will be issued monthly, detailing the number of hours worked, services rendered, and any relevant expenses incurred during the month. Payments are due within 30 days of receipt of the invoice. For clarity, if the Freelancer works 20 hours in a given month, the invoice will total €1,600, excluding any additional expenses. Disputes regarding invoices must be addressed within 7 days of receipt to allow for timely resolution.

3. Timeline

The anticipated duration for project completion is three (3) months from the date of this Agreement. A detailed project timeline will be developed jointly by the Freelancer and Client, outlining significant milestones and deadlines. For instance, the first month might focus on requirements gathering and initial design, the second month on development, and the final month on testing and deployment. Any delays due to unforeseen circumstances must be communicated immediately, and a revised timeline will be negotiated as necessary.

4. Ownership

All code, digital assets, documentation, and associated materials developed by the Freelancer while providing services under this Agreement will be the exclusive property of the Client upon receipt of full payment for services. This includes any intellectual property created as part of the CRM system. For example, if the Freelancer designs a unique algorithm for data handling during development, the ownership of that algorithm will revert to the Client. The Freelancer agrees to deliver all work product in a format designated by the Client.

5. Termination

Either party has the right to terminate this Agreement with a written notice of fourteen (14) days, with or without cause. In the event of termination, the Freelancer shall be entitled to payment for services rendered up to the date of said termination. If the Client terminates the Agreement prematurely, they must pay for any ongoing work and compensate for incurred expenses. For instance, if the Client decides to terminate after the second month, they are responsible for the Freelancer's fees for the work done in the first two months and any agreed-upon expenses.

6. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Berlin, Germany. Any disputes arising out of or relating to this Agreement shall be addressed under the jurisdiction of the courts in Berlin, ensuring that both parties have access to local legal resources for dispute resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Client:

Freelancer:

Name: Digital Solutions GmbH

Name: Anna Schmidt

Title: Software Development Company

Date: _____

Date: _____

Witness:

Name: _____

Date: _____

The contract is compliant with applicable laws and regulations.