

## **Framework contract for freelance work**

] wipe the

DAC BV  
Bredasingel 186  
6844 AT  
Arnhem, The  
Netherlands

hereinafter referred to as "client".

and

Mauro Gu] Bejar,  
Elbestra e 17. 12045,  
Berlin, German\

hereinafter referred to as "contractor".

collectively also called <sup>3</sup>the parties<sup>3</sup>

### **1 subject of the contract**

1.1 The contractor will work as a freelancer with regard to clients starting on January 17th, 2022.

1.2 The contractor carries out activities within the framework of the individual agreements. He will carry out the tasks independently and personally and comply with the client's technical instructions.

1.3 The contractor is not subject to any restrictions in the design of his working hours.  
His presence in the client's premises is coordinated according to the project requirements.

1.4 The documents and content created or edited by the contractor within the scope of the projects or other services provided are also collectively referred to below as <sup>3</sup>the works<sup>3</sup>.

2

### **Grant of Rights**

2.1 Insofar as the contractor's copyrights to the works or parts thereof processed or created by him exist or will arise in the future, the contractor already grants the customer the comprehensive, spatially and temporally unrestricted and exclusive rights of use and exploitation. This applies to all of the exploitation rights specified in Section 15 UrhG, in particular the right of reproduction (Section 17 UrhG) and the right of public disclosure (Section 19a UrhG). The granting of rights also applies to any ancillary rights and future, as yet unknown types of exploitation.

2.2 The client is entitled to transfer the rights granted in this contract in whole or in part to third parties and/or to grant subordinates.

2.3 The contractor guarantees that the works are free of third-party rights and that he has not granted, grants or will grant in the future any rights of use or exploitation of the works to third parties. This does not apply if the contractor, in agreement with the client, uses material that the client has made available to him.

### **3 Changes to the works, naming of authors, naming of references**

3.1 The client is entitled to use the documents processed or created by the contractor in [u edit, ]ukr]en or ]u succe[ed] in any way.

3.2 The client is not obliged to refer to the contractor as the author of the works.

3.3 The contractor is not entitled to use the customer's customers as references.

3.4 The contractor is only entitled to use the client as a reference if the actual form of appearance (eg text, logo, etc.) has previously been agreed with and approved by the client.

#### 4 Confidentiality

4.1

The contractor is obliged to treat confidentially all information made available to him in the context (also in advance) of his work for the client that is marked as confidential or that is considered confidential due to the circumstances and solely for the purposes of the contractual relationship.

4.2 The contractor is particularly obliged to maintain secrecy about the customer relationships of which he is aware, as well as the projects of the client and their design.  
This also applies to the respective customer.

4.3 The contractor is obliged to use all materials made available or made available to him in the course of his work for the client, such as any information material as well as digital and physical documents about projects and customers of the client, files, data carriers and provided software, after the end of his activity for the client, return it to the client in its entirety.

4.4. The client provides the services personally. The use] of employees by the contractor is not intended and requires the prior consent of the client.

**4.5. This confidentiality agreement shall survive the termination of this contract. In the event that after termination of the contractual relationship, information (including e-mails, files, documents, etc.) from (i) customers of the client or (ii) employees of the client or (iii) from the client himself or (iv ) other third parties are requested, this confidentiality agreement shall apply. This means that no information may be provided to these people. Silence is also to be maintained for this agreement, so that this agreement may not be made available either as a PDF file or in any other way ± neither in part nor in its entirety.**

**4.6. This Agreement and all of its terms and conditions are governed by**

Confidentiality.

**4.7. For each case of violation of the contractor against the above-mentioned obligations of 4, the customer can issue a warning and/or an action for injunctive relief or bring an action for damages.**

**4.8. A contractual penalty of ¼ 10,000.00 is due to be paid to the client in serious cases of the contractor breaching the aforementioned obligations. The contractual penalty is to be offset against any claims for damages. Any further claims for damages by the customer remain reserved.**

## **5 Fee and Scope**

5.1

The contractor receives a fee for all services according to this contract, including the granting of rights, which results from the respective individual assignment. A reimbursement of travel costs, expenses and other expenses as well as a payment for travel time is only made on the basis of a separate written agreement. Any rights of the contractor from 32a UrhG remain unaffected.

5.2 The contractor will pay the fee at the end of each month b]w. invoice the client upon termination of this contract. The fee is due four weeks after invoicing.

5.3 The contractor is aware that the fee is subject to income tax and is responsible for the proper registration and payment of taxes and duties.

**5.4. The contractor creates access to the Clockify service for his own reporting. At the end of the month, a monthly report is created from Clockify. The sum of the hours incurred must correspond to the billed hours. The monthly report is attached to the invoice. The invoice must reach the customer no later than 14 days after the date of the last work performed in the invoice.**

**If the client receives the invoice one month, two months or three months late, the contractor shall grant a discount of 10%, 20% or 40% on the invoice amount.**

## **6 Duration and termination of the contract / Duration of the granting of rights**

6.1 The employment relationship is limited to a period of six months and ends without notice on July 15, 2022. The parties agree that the acceptance of a certain number of working days of the contractor by the client is not associated with the conclusion of this contract.

6.2 Irrespective of the termination of this contract, the granting of rights of use and exploitation of the works is unlimited.

## **8 trial period**

The first month of the employment relationship is considered a probationary period.

## **9 Privacy Statement**

As part of the services under this contract, the contractor may have access to personal data that is subject to the Federal Data Protection Act (BDSG).

By signing this contract, the contractor undertakes to  
Federal Data Protection Act to maintain data secrecy in accordance with the statutory provisions to protect data secrecy:

5

The Federal Data Protection Act prohibits the unauthorized collection, recording or storage of protected personal data for any purpose other than that pertaining to the respective rightful task fulfillment, ]change, ] block or erase data, disclose the data to third parties or make them void or use them in any other way.

The obligation to maintain data secrecy also exists after the end of the activity in the processing of personal data b]w. the end of the contractual relationship with the client.

Anyone who collects, transmits, changes, retrieves or procures data that is not generally available without authorization may be punished with a fine, fine or imprisonment. Violation of the provisions of the Federal Data Protection Act can also lead to claims for damages.

Furthermore, by signing this contract, the contractor acknowledges:

The password set up to carry out his tasks in automated data processing serves to identify the user when accessing the data processing system. Passwords must meet a high security standard.

The access authorization transferred to the contractor for the data processing system and for personal data may only be used to fulfill the tasks under this contract.

It is forbidden to use the access authorization for any purpose other than that pertaining to the respective task.

The contractor undertakes to protect the access authorization from third-party access, to only use it personally for the purposes of this contract, to protect it from misuse and any loss or suspicion of misuse immediately to the client.

#### **10 non-competition clause /**

##### **Abwerbeverbot**

8.1 The contractor undertakes not to compete with the customer for the duration of the framework agreement concluded between the parties and for a further 6 months after the end of the framework agreement with the customer and to refrain from any kind of competition. During this period, the contractor will in particular not do business directly with these customers, initiate them, solicit the above-mentioned customers for business deals and work towards a business relationship in a similar way. This also applies if the above

Customers approach the contractor directly without prior active advertising behavior on the part of the contractor. This only affects the customers for whom the contractor is active within the framework of this contract.

8.2

Entfällt

8.3 The Contractor acts as (i) a self-employed person or (ii) with a client towards customers associated person. The contractor refrains from other variants of the appearance.

#### **11 Non-solicitation of employees and cooperation partner**

9.1 The contractor undertakes to refrain from poaching the client's employees or having them poached away by third parties. The contractor is responsible for ensuring that – if any – his shareholders and subsidiaries, in which he has a majority and entrepreneurial interest, also observe this non-solicitation clause.

9.2 Poaching is responding to the change of employer and responding to the request of the employee b]w. after a change of employment, the conclusion of an employment or self-employed service contract between the employee and the contractual partner or an affiliated company or proof b]w. the mediation of a corresponding possibility of concluding a contract.

9.3 Entfällt.

9.4 Paragraph] 1, 2 and 3 apply not only to permanent employees of the client, but also to freelancers, the self-employed and service providers of the client, if they do not have an employment contract but instead have a service contract or a cooperation agreement (protection of cooperation partners]). Instead of the annual salary within the meaning of paragraph 3, the turnover applies accordingly.

## **12 destruction of company records**

10.1 The parties have mutually agreed that the contractor will destroy all company documents in his possession, such as information, documents and data - whether in electronic or written form - about the client, the business model and his account after the end of his activity; this also applies to all other documents, business papers, letters, recordings, hardware and software, storage media, etc. that have arisen as a result of the activity for the client; all duplications of the company documents in the form of copies, transcripts, etc. are also affected - whether in electronic or written form (hereinafter all ]collectively referred to as the 'company documents').

10.2 By signing this contract, the contractual partner confirms that after the end of this contract he will no longer have any further company documents or copies thereof in his possession.

## **13**

### **Miscellaneous**

11.1 The invalidity of individual provisions of this contract does not affect the validity of the remaining provisions. The parties are obliged to replace the ineffective provision with one that comes as close as possible to the economic and legal sense of the ineffective provision.

11.2 Only the written contract is authoritative. Changes and additions to the contract require the consent of both parties and must be in writing. This also applies to the

Written form agreement. Oral ancillary agreements have not been made.



Arnhem, the 17.01.2022

**client**



Berlin, January 17, 2022

**contractor**



## Individual order no. 002 for the framework agreement

]to wipe

DAC BV Bredasingel 186 6844  
AT Arnhem, The Netherlands  
(hereinafter **Client** )

and

Mauro Gu] Bejar, Elbestra e 17,  
12045 Berlin

Designation of the individual project:

(hereinafter **contractor** )

Frontend and Solidit\ Development

Agreed performance period: From 01/17/2022 until 07/15/2022

Agreed remuneration:

USD 3000 per month worked (minimum 40 hours per week); if the cooperation continues, the contractual partners can negotiate a different daily rate. At least 40 hours per week are agreed, the transaction is carried out via blockchain.

Additional agreements / comments:

If the contractor kills employees, separate fee rates will be agreed for them. The use of employees by the contractor requires the prior consent of the client.



Arnhem, the 17.01.2022

**client**



Berlin, January 17, 2022

**contractor**