

Draft

15 May 2024

[NAME OF COMPANY]

AND

[NAME OF CLIENT]

SERVICES AGREEMENT No. [...]

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4 This *services agreement* (the "**Agreement**") is entered into in [the city of ..., Federal Republic of Germany] on the date set out on the cover page above among:

(1) [name of company], a legal entity under the laws of Federal Republic of Germany, registration number [...], with its registered address at: [...], represented by [...], acting by virtue of [...], on the one part, (the "**Contractor**"),

1 and

(1) [name of client], a legal entity under the laws of [...], identification code [...], with its registered address at: [...], represented by [...], acting by virtue of [...], on the other part, (the "**Company**"),

(the Contractor and the Company are hereinafter collectively referred to from time to time as the "**Parties**" and each individually as the "**Party**").

WHEREAS:

(A) The Contractor is in the position of providing certain Services and, in particular, developing certain Software (as both terms are defined below).

(B) The Company wishes to obtain certain Services from the Contractor, and the Contractor wishes to provide such Services to the Company, in each case on the terms set out in this Agreement and the relevant Statement(s) of Work (as defined below).

(C) Each Party enters into this Agreement in consideration of the other Party entering into this Agreement and accepting its terms.

2 NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1 Unless the context requires otherwise, in this Agreement the following terms shall have the following meanings:

"**Company's Property**" has the meaning given in clause 9.1 of this Agreement;

"**Confidential Information**" has the meaning given in clause 8.1 of this Agreement;

"**Contractor's Property**" has the meaning given in clause 9.2 of this Agreement;

"**Deliverables**" has the meaning given in clause 9.3 of this Agreement;

"**Fee**" has the meaning give in clause 5.1 of this Agreement;

"**IPR**" means any and all rights to patents, inventions (whether or not patentable), utility models, registered designs, design rights, semi-conductor topography rights or rights in layout-design (topography) of integrated circuits, copyrights (including (without limitation) rights in the Software), database rights, trademarks, service marks, trade and business names, logos, slogans, trade dress and get up (including (without limitation) any and all goodwill associated with or attached to any of the same), domain names and all other intellectual property rights or forms of protection having an equivalent or similar nature or effect anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable and without limitation, all renewals, divisionals, extensions and applications for registration) and the right to sue for damages for past and current infringement (including (without limitation) passing off and unfair competition) in respect of any of them;

2 "**Non-Solicitation Obligation**" has the meaning given in clause 10.1 of this Agreement;

"**Services**" has the meaning given in clause 2.1 of this Agreement;

"**Software**" means source, object and executable code/module, sets of instructions in the form of words, ciphers, codes, schemes, symbols or in any other form which is suitable for computer reading, computer programmes, databases (compilations of data), screen displays produced by the programmes, graphical user interface features, application interfaces, improvements, enhancements, and modifications to pre-existing code or programmes, specifications, designs, technical specifications, comments of programmers, instructions on usage and other documentation, including, to the extent applicable and without limitation, any related materials (in printed, electronic or any other form) that is usual, customary and accompany the relevant programme(s) and instruct the users and/or developers on the use of the relevant programme(s); and

"**Statement of Work**" has the meaning given in clause 2.1 of this Agreement.

2. **SUBJECT MATTER OF AGREEMENT**

- 2.1 The Company instructs the Contractor, and the Contractor undertakes to provide certain services in the sphere of [information technologies] (the "**Services**") to the Company as requested by the Company from time to time and described in a separate Statement of Work signed by the Parties according to clause 4 (*Statements of Work*) of this Agreement (each a "**Statement of Work**"), including, to the extent requested, the Software development, in each case, on the terms set out in this Agreement and the relevant Statement(s) of Work.
- 2.2 For the avoidance of doubt, nothing in this Agreement shall oblige the Contractor to provide any Services to the Company or oblige the Company to accept any Services from the Contractor, unless stated in a Statement of Work signed by the Parties.
- 2.3 The Contractor may subcontract part or all of the Services to third parties **without / upon** the Company's prior consent. The Contractor shall be responsible for, and shall guarantee, all work performed by any such third party as if the Contractor performed such work itself and shall remain liable to the Company for any acts or omissions of the relevant third party that would, if effected by the Contractor, constitute a breach of this Agreement or a Statement of Work.
- 2.4 The Company acknowledges that the Contractor is in the business of providing services for a variety of clients other than the Company. Accordingly, nothing in this Agreement shall preclude or limit the Contractor from providing services or developing materials for itself or other clients (including (without limitation) the Software), or from utilising the general knowledge gained during the course of its performance of the Services under this Agreement and the relevant Statement(s) of Work to perform similar services for other clients, provided that such provision of services or development of materials does not:
 - 2.4.1 constitute a breach of the confidentiality obligations under clause 8 (*Confidentiality*) of this Agreement; or
 - 2.4.2 involve any transfer, use or disclosure of, or reference to, or grant of rights under, any Company's Confidential Information, the Company's Property or the Deliverables.

3. **GENERAL OBLIGATIONS OF CONTRACTOR**

- 3.1 Subject to clause 2.3 of this Agreement, the Contractor commits itself responsibly perform any Services as the Parties may agree from time to time in each Statement of Work.
- 3.2 The Contractor shall perform the Services according to this Agreement, the applicable Statement(s) of

Work and all reasonable and documented instructions as the Parties may agree from time to time under the applicable Statement(s) of Work (including, for the avoidance of doubt and without limitation, by email and any other mutually acceptable means of communication) provided that such instructions are consistent with and not in conflict with the terms of this Agreement and the applicable Statement(s) of Work.

- 3.3 The Contractor shall store and deploy the relevant Deliverables (including, to the extent applicable, the Software) in a repository as the Parties may agree from time to time, including, without limitation, by means of communication set out in clause 4.4 of this Agreement. The Contractor shall keep access to the relevant repository and all relevant task management and special tracking systems as well as to other Software used to provide the Services in a way to prevent any unauthorised or unlawful access.
- 3.4 Unless the Parties agree otherwise in the relevant Statement of Work, upon completing the Services under each Statement of Work, the Contractor shall deliver all tangible Deliverables to the Company:
 - 3.4.1 in such form as the Parties agree in the applicable Statement of Work; or
 - 3.4.2 if no form of the Deliverables is specified in the applicable Statement of Work, in the form implied by the nature of the relevant Services as the Contractor reasonably determines, in each case, provided that the Company has paid for such Services under the relevant Statement of Work in full.
- 3.5 If the Company fails to pay for the Services under the relevant Statement of Work, the Contractor may retain the Deliverables until the Company pays for such Services in full.

4. **STATEMENTS OF WORK**

- 4.1 Following each request for the Services by the Company, the Contractor shall send the Company the Statement of Work signed by the Contractor (for the avoidance of doubt, such Statement of Work may be sent by email or any other mutually acceptable way). The Statement of Work will give at least details of the Services, the applicable requirements as well as the cost of the Services, and the relevant time periods (without prejudice to the Parties' right and ability to amend such terms from time to time according to the relevant Statement of Work).
- 4.2 Upon the Company receiving the Statement of Work signed by the Contractor pursuant to clause 4.1 of this Agreement, the Company may:
 - 4.2.1 sign it, in which case such Statement of Work shall become binding upon the Parties and constitute an integral part of this Agreement; or
 - 4.2.2 refuse to sign it, stating the reasons for its refusal.
- 4.3 For the avoidance of doubt, upon completing the Services under the relevant Statement of Work, the Company may request the Contractor to provide additional Services, in which case clauses 4.1 and 4.2 of this Agreement shall apply.
- 4.4 The Parties agree to collaborate in good faith to determine from time to time the requirements applicable to the Services provided under the relevant Statement of Work (including, for the avoidance of doubt, the milestones and time periods), in each case according to the terms of such Statement of Work. The Parties will collaborate by email, through task management or special tracking systems, including (without limitation) [Jira, Notion, Slack, Telegram, Toggl and/or others], or as otherwise the Parties may agree from time to time.
- 4.5 The Contractor shall perform the Services according to the time period(s) set out in the applicable

Statement of Work (as the Parties may amend on the terms of such Statement of Work) or if no time period(s) is specified, within a reasonable time as determined by the Contractor at its sole discretion.

- 4.6 If there is any conflict or ambiguity between any term of this Agreement and a Statement of Work, the terms of the relevant Statement of Work shall prevail, unless the applicable Statement of Work sets out otherwise.

5. FEES AND PAYMENT

- 5.1 In each Statement of Work the Parties shall agree on and specify a detailed fee (the "Fee") in consideration of the performance of the Services and other obligations and the rights granted under this Agreement and the applicable Statement of Work.

- 5.2 The Parties may agree detailed description of the Fee and special arrangements on its payment in the respective Statement of Work.

- 5.3 Unless the Statement of Work sets out otherwise, the Contractor shall be responsible for all travelling and other expenses and costs borne or incurred, as applicable, in the performance of the Services (including, for the avoidance of doubt and without limitation, all necessary costs for the use of repositories, task management systems and other programmes required to provide the Services).

- 5.4 The Contractor will furnish the Company with invoices for the Services in the amounts and at the times set out in the applicable Statement of Work.

- 5.5 The currency of payments under this Agreement shall be [Euro] OR [US Dollars].

- 5.6 The Company shall pay for the Services within [five (5) business days] after the receipt of the respective invoice of the Contractor via wire bank transfer in the same day funds to the bank account of the Contractor provided for in such invoice unless the Parties agree otherwise in the relevant Statement of Work. All amounts due to the Contractor under this Agreement and the relevant Statement of Work shall be free and clear of, and without deduction or withholding for or on account of, any taxes, duties, fees or other charges of whatever nature (including, for the avoidance of doubt, any bank charges or commission).

- 5.7 By paying the Services under the relevant Statement of Work according to the Contractor's invoice, the Company shall be deemed to have confirmed (a) actual provision of the relevant Services by the Contractor according to the Agreement and the applicable Statement(s) of Work and (b) their acceptance by the Company.

- 5.8 Each Party shall solely bear its tax liabilities in their place of registration.

- 5.9 The Parties agree and acknowledge that, to the fullest extent applicable, the author's remuneration payable to the Contractor for the transfer of the IPR created by the Contractor or any third parties engaged by the Contractor, in each case in the course of provision of the Services under the relevant Statement of Work, in favour of the Company is included in the relevant Fee paid for the provision of the Services under such Statement of Work. The Parties acknowledge that the author's remuneration set out in this clause 5.9 is full and adequate. No other remuneration for the transfer of the IPR shall be paid to the Contractor.

6. FORCE MAJEURE

- 6.1 The Parties shall not be liable for non-fulfilment of their obligations hereunder if it resulted from the circumstances of insuperable force (force-majeure) which neither of the Parties could foresee.

- 6.2 The circumstances of insuperable force are extraordinary events including the war or armed conflicts, epidemics, fires, natural disasters, accidents in power supply lines, changes to applicable laws which may

prevent the fulfilment of the obligations hereunder or result in changing the prices for and the procedure of the work performance, as well as all other events which may be recognised by the court as the circumstances of insuperable force.

- 6.3 If the circumstances of insuperable force (force-majeure) exist for more than [one (1) month], each of the Parties shall be entitled to refuse to further perform its obligations under this Agreement and/or the applicable Statement of Work, in which case the mutual settlements shall be conducted based on the fact of their performance and neither Party shall be entitled to compensation by the other Party of the potential losses.
- 6.4 The Party which could not perform this Agreement due to the circumstances of insuperable force (force-majeure) shall notify the other Party of the same within [fourteen (14) days] upon the occurrence thereof. The failure to timely notify of the circumstances of insuperable force shall deprive the respective Party of its opportunity to refer to them.
- 6.5 The occurrence of the circumstances of insuperable force (force-majeure) shall be proven by the document issued by a respective authorised body.

7. TERM OF AGREEMENT

- 7.1 This Agreement shall commence on the date of its signing by both Parties and shall remain in full force for [... years or] as long as the relevant Statement(s) of Work are in force, whichever ends later, unless terminated earlier by either Party according to this clause 7.
- 7.2 Each Party may terminate this Agreement or any Statement of Work:
- 7.2.1 by agreement of the Parties, which is formalized by an additional agreement to this Agreement; or
- 7.2.2 at the request of one of the Parties, that should notify the other Party of its intention to terminate the Agreement no later than [14 (fourteen) calendar days] by sending a written notice by mail and/or by electronic means.
- 7.3 The termination of this Agreement or any Statement of Work shall not release the Parties from performing then applicable obligations under the Agreement and/or the applicable Statement(s) of Work.
- 7.4 If the Company terminates this Agreement or any Statement of Work pursuant to clause 7.2 of this Agreement, the Services set out in the applicable Statement(s) of Work shall be paid in full to the Contractor, unless the Parties agree otherwise in such Statement(s) of Work.
- 7.5 Any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after termination or expiry of this Agreement or any Statement of Work (for whatever reason) shall remain in full force and effect, including clauses 3.4, 7.3, 7.4, 7.6, 8 (*Confidentiality*), 9 (*Intellectual property*), 10 (*Non-solicitation*), 12 (*Liability*), 13 (*Governing law and dispute resolution*) and 14 (*Final provisions*) of this Agreement.
- 7.6 The termination of this Agreement or any Statement of Work is without prejudice to any accrued rights of the Parties at law or in equity as at the effective date of termination.

8. CONFIDENTIALITY

- 8.1 For the purposes of this Agreement, the term "**Confidential Information**" means all information given by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or as the Receiving Party otherwise acquired, in connection with this Agreement or any Statement of Work, whether prior to or subsequent to the execution of this Agreement, and all information or data derived or generated from this

Agreement and/or any Statement of Work, including (without limitation) information regarding any of the products or services of the Party, information regarding any Deliverables, information regarding costs, productivity, or technological advances, this Agreement, any Statement of Work, any Services and any other information in connection with the above.

- 8.2 For the avoidance of doubt, the Confidential Information shall include, to the extent applicable and without limitation, all designs, drawings, plans, code, inventions, algorithms, know-how, ideas, information about Parties' clients, assets, transactions, suppliers, partners, subcontractors, pricing of equipment, materials and services, and all other business, technical, and financial information the Receiving Party obtains from the Disclosing Party.
- 8.3 Save as this Agreement or the relevant Statement of Work provides otherwise, the Receiving Party shall hold in confidence and not use or disclose any Confidential Information of the Disclosing Party to the third parties (save for its employees or subcontractors who need to know the Confidential Information for the purposes of this Agreement and/or the relevant Statement(s) of Work) and shall treat and shall procure that its employees and subcontractors shall treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity.
- 8.4 The obligations of non-disclosure set out in this clause 8 and the limitations upon the right to use the Confidential Information shall not apply to the extent that the Receiving Party can demonstrate by the written records or other clear evidence that the Confidential Information:
 - 8.4.1 was rightfully known to the Receiving Party or any of its employees and/or subcontractors on a non-confidential basis prior to the time of disclosure under this Agreement or the relevant Statement of Work;
 - 8.4.2 is or has become readily publicly available through no fault or omission of the Receiving Party and/or its employees and/or subcontractors;
 - 8.4.3 is lawfully obtained by the Receiving Party without restriction from a third party, which is lawfully in possession of such information and lawfully empowered to disclose such information;
 - 8.4.4 is lawfully in the possession of the Receiving Party without restriction prior to its disclosure by the Disclosing Party; and/or
 - 8.4.5 is independently developed by the Receiving Party without access to the Confidential Information and/or Deliverables (excluding the Contractor's Property included in such Deliverables).
- 8.5 A disclosure by a Party of the Confidential Information in response to a valid order by a court or other governmental body, or as otherwise required by applicable law(s) or necessary to establish the rights of either Party under this Agreement, and to such extent necessary, shall not be considered to constitute a breach of this Agreement, provided that, however, the relevant Party bound to disclose such Confidential Information shall provide a prompt prior written notice of such disclosure to the other Party to enable such other Party to seek protective measures or otherwise prevent or contest such disclosure.
- 8.6 Detailed confidentiality terms shall be determined by the Parties in a separate non-disclosure agreement.

9. **INTELLECTUAL PROPERTY**

- 9.1 All materials, documents, information, programmes, research reports, data, results and suggestions of any kind and description provided by the Company to the Contractor, its employees and/or subcontractors in the course of or in connection with the performance of the Services (the "**Company's Property**") shall be and remain the property of the Company. No right, title, or interest in respect of any Company's Property

is granted under this Agreement, save for a non-exclusive, worldwide, fully paid-up, non-royalty bearing, perpetual, irrevocable, fully transferable, sub-licensable (including, without limitation, through multiple tiers) license granted to the Contractor to (or have its permitted users or licensees to) use, disclose, perform, reproduce, make, research, develop, analyse, modify, revise, enhance, improve, update, upgrade, make derivative works of, or otherwise exploit the Company's Property in the performance of the Services or otherwise under this Agreement and the Statements of Work as considered by the Contractor at its sole discretion to be necessary for the provision of the Services.

- 9.2 The Contractor shall retain all its IPR that exist (and can be proven to exist) as of the date of this Agreement or the applicable Statement of Work or are independently developed by the Contractor thereafter as a result of activities outside of and unrelated to this Agreement and the Statement(s) of Work and without use of the Company's Confidential Information and/or the Company's Property (collectively, the "**Contractor's Property**"). The Contractor hereby grants to the Company a non-exclusive, worldwide, fully paid-up, non-royalty bearing, perpetual, irrevocable, fully transferable, sub-licensable (including, without limitation, through multiple tiers) license to (or have its permitted users or licensees to) use, disclose, perform, reproduce, make, research, develop, analyse, modify, revise, enhance, improve, update, upgrade, make derivative works of, sell, distribute (directly or indirectly), commercialise, monetise or otherwise exploit the Contractor's Property that is incorporated in the Deliverables. For the avoidance of doubt, the Company shall have no claims to or rights in any pre-existing IPR of the Contractor, except as otherwise expressly provided under this Agreement or the applicable Statement of Work.
- 9.3 All Software, materials, documents, information, research reports, data, results, suggestions, ideas, inventions, discoveries, techniques, methods, methodologies, processes, procedures, trade secrets or other intellectual property or know-how, whether patentable or not, that is generated by or on behalf of the Contractor as a result of or arising from the performance of the Services under the applicable Statement of Work (collectively, the "**Deliverables**") and all tangible records of the Deliverables shall be the sole and exclusive property of the Company and all rights, title and interests in or to the Deliverables (including, without limitation, all IPR) shall automatically vest in the Company upon the full payment for the Services provided by the Contractor under the relevant Statement of Work (unless the Parties agree otherwise in the relevant Statement of Work), including, to all proprietary IPR to the Deliverables set out by the applicable law(s).
- 9.4 Notwithstanding any provision of this Agreement to the contrary, if the Company fails to pay for the Services under the relevant Statement of Work on the terms set out in such Statement of Work, the Contractor may retain the Deliverables, any tangible records of the Deliverables and all rights, title and interests in or to the Deliverables (including, without limitation, the IPR) until the Company pays for the relevant Services in full.
- 9.5 The IPR set out in clause 9.3 of this Agreement shall extend to the territory of all countries of the world with no restriction and shall belong to the Company for the whole term of validity of such rights.
- 9.6 The Contractor shall ensure that all its employees and subcontractors, as applicable, have entered into valid and enforceable written agreements with the Contractor on the terms which enable the Contractor to assign to the Company all right, title, and interest in and to the Deliverables pursuant to this clause 9.
- 9.7 To the maximum extent permitted by applicable law(s), the assignments set out in clause 9.3 of this Agreement include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights", "artist's rights" or the like (collectively, the "**Moral Rights**"), including, without limitation, the right to prevent or prohibit any subsequent modification (alteration). To

the extent that the Contractor or any third parties involved by the Contractor retain any Moral Rights under applicable law(s), the Contractor hereby irrevocably and unconditionally waives and shall cause to waive all such Moral Rights and agrees not to assert any Moral Rights against the Company, or any of its licensees, permitted users, successors and assigns. The Contractor shall confirm such waiver and provide its consent or ratification as the Company may reasonably request from time to time. To the extent that such waiver of any Moral Rights is not allowed by applicable law, the Contractor hereby acknowledges and shall procure that any third party engaged by it to provide the Services acknowledges that the Company shall have the right to perform any modification (alteration) of the Deliverables and to allow any other parties to perform any modification (alteration) and that such activities shall not constitute a breach of any Moral Rights.

10. **NON-SOLICITATION**

- 10.1 During the term of this Agreement [] and 12 months after the last day of it term [] the Company shall not directly or indirectly encourage or convince to leave their functions, any employee working for the Contractor (the "**Non-Solicitation Obligation**").
- 10.2 In case of breach of clause 10.1 of this Agreement, the Company shall pay a fine of [] within [] 10 working days [] after sending by the Contractor a request of payment a fine for violation of Non-Solicitation Obligation. The fine shall be paid on the bank account of the Contractor specified in the request.

11. **WARRANTIES**

- 11.1 Each Party warrants to the other Party that:
- 11.1.1 such Party has full power and authority to execute this Agreement and the applicable Statement of Work and to perform its obligations under this Agreement and, when executed, the applicable Statement of Work;
- 11.1.2 the execution and performance by such Party of this Agreement and the applicable Statement of Work has been duly and validly authorised, and the Parties have secured all consents and authorisations necessary to enter into this Agreement and the applicable Statement of Work and proceed with the undertakings required under the Agreement and the applicable Statement of Work; and
- 11.1.3 this Agreement has been duly executed by such Party.
- 11.2 The Contractor also warrants to the Company that the Contractor:
- 11.2.1 will not violate the rights of any third parties by providing the Services; and
- 11.2.2 has not assigned and will not assign, transfer, license to the third parties, pledge or otherwise encumber any or all the Deliverables or any or all IPR in the Deliverables or agree to do so in future unless otherwise expressly agreed between the Parties.
- 11.3 Except for the representations or warranties expressly provided under this Agreement, the Parties make no representation or warranty under this Agreement, expressed or implied by statute or in writing, including, without limitation, any warranty regarding fitness for a particular purpose, quality, merchantability or non-infringement of IPR of third parties. Any other representations or warranties made by any person or entity, including employees or representatives of a Party, shall be disregarded and shall not be binding on such Party. No Party shall have any claim or remedy in respect of, and to the maximum extent permitted by law waives any rights and remedies it may have in respect of, any such representation or warranty made by or on behalf of the other Party.

12. LIABILITY

- 12.1 The Parties shall be responsible for violation the terms and conditions hereof in accordance with the applicable law.
- 12.2 If the Company fails to pay any amount payable by it under a Statement(s) of Work on its due date for more than [ten (10) calendar days] following such due date, then interest shall accrue on the overdue amount from the due date up to the date of actual payment at a rate of [0.5]% of the total Fee under the relevant Statement of Work per each day of delay provided that the interest so accrued shall not exceed [the total amount of the Fee payable under the relevant Statement of Work].
- 12.3 It is the intention of the Parties that the interest payment set out in clause 12.2 of this Agreement is an elective contractual payment and not a payment for breach provided that if clause 12.2 of this Agreement, contrary to such stipulation, is treated as a payment for breach, it shall be treated as liquidated damages and a genuine pre-estimate of loss of the Contractor agreed to protect the legitimate interest of the Contractor.
- 12.4 The aggregate liability of the Contractor arising from or in connection with each Statement of Work shall not exceed the total Fee paid by the Company to the Contractor under such Statement of Work.
- 12.5 To the maximum extent permitted by applicable law(s), neither Party shall be liable to the other Party for any special, consequential, incidental, punitive or indirect damages, loss of profit (both direct and indirect) arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement and its interpretation shall be governed by the laws of Federal Republic of Germany.
- 13.2 The Parties shall seek to resolve by negotiations any disputes, which may arise in connection with this Agreement or the relevant Statement(s) of Work, including, without limitation, any questions regarding implementation, execution, validity or termination.
- 13.3 If the Parties fail to reach the agreement within [thirty (30) calendar days] from the date of the commencement of negotiations, then the Parties irrevocably agree that all and any disputes which may arise out of or in connection with this Agreement or the applicable Statement(s) of Work shall be settled in accordance with [the Arbitration Rules of the German Arbitration Institute (DIS)] without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a [sole arbitrator]. The seat of the arbitration is [Munich, Germany]. The language of the arbitration shall be [English].

14. FINAL PROVISIONS

- 14.1 Any notice required or permitted to be given under this Agreement or any Statement of Work shall be effective upon receipt and sufficient if in writing (including, without limitation, email) and if delivered by hand, pre-paid first-class post or other next working day delivery service or by email, addressed to the respective Party at the addresses stated below, or to such changed address as such Party may have fixed by a notice to the other Party from time to time:

(a) **To the Company:**

- 1 Address: [...]
- 2 Attention: [...]

3 Phone number: [...]

4 Email: [...]

(b) **To the Contractor:**

5 Address: [...]

6 Attention: [...]

7 Phone number: [...]

8 Email: [...]

- 14.2 This Agreement, together with each Statement of Work signed by the Parties pursuant to this Agreement from time to time, constitutes the entire agreement of the Parties and supersedes all proposals, oral or written, and all other prior negotiations, conversations, discussions or agreements between the Parties relating to the subject matter of this Agreement (including, to the extent applicable and without limitation, any prior non-disclosure or other similar agreements entered into by and between the Parties). This Agreement may be amended or modified only upon an agreement in writing duly signed by both Parties. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Parties.
- 14.3 The Parties acknowledge that each of the Company and the Contractor are independent contractors, and nothing in this Agreement shall be deemed to create any relationship in the nature of agency, partnership, employment, joint venture or similar relations between the Company and the Contractor. The Company acknowledges and agrees that all Services will be provided on a non-exclusive basis and, unless the applicable Statement of Work provides otherwise or the Parties agree otherwise in writing, the Contractor can provide similar services to third parties whatever Services are provided under this Agreement.
- 14.4 If any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement (and each of the remaining terms and conditions contained in this Agreement) shall remain in full force and effect.
- 14.5 Without prejudice to clause 2.3 of this Agreement, neither Party shall have the right to assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the other Party.
- 14.6 A person who is not a party to this Agreement shall not have any rights to enforce, or to enjoy the benefit of, any term of this Agreement or in connection with it.
- 14.7 Neither Party shall use the name, logos or trademarks of the other Party, or any of their respective personnel, agents, representatives or subcontractors in any publication, promotional material or other writing or oral statement for public distribution, relative to the subject matter or existence of this Agreement without the other Party's prior written consent.
- 14.8 Waiver by either Party or the failure by either Party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision of this Agreement.
- 14.9 This Agreement may be executed in counterparts, each and every one of which shall be deemed an original and all of which together shall constitute one and same instrument. Each Party may execute this Agreement in Adobe Portable Document Format (PDF) or using electronic signatures, including (without

limitation) DocuSign, and sent by electronic mail. PDF signatures or digital signatures of authorised signatories of the Parties shall be deemed to be original signatures, shall be valid and binding and, upon delivery, shall constitute due execution of this Agreement.

3 *[remainder of this page intentionally left blank]*

4 SIGNATURES OF THE PARTIES

5 For and on behalf of the Contractor

6 Mr/Ms [...]]

7 Signature:

8 For and on behalf of the Company

9 Mr/Ms [...]]

10 Signature: