

CONTRACT

between

[...]

[Name and address of the client]

hereinafter referred to as the "**Company**"

and

[...]

(Name and address of the freelancer)

hereinafter "**Freelancer**"

PREAMBLE

The Freelancer works as an independent contractor in the field of [...]. The term Freelancer is not linked to a gender, but is to be understood as gender-neutral. The Company is interested in using the knowledge and experience of the Freelancer. To this end, the parties agree on the following:

1. SUBJECT MATTER OF THE CONTRACT

The Freelancer shall work for the Company as [...]. The Freelancer's field of activity comprises in detail [...].

(Variant:

The services to be provided by the Freelancer are set out in a list of services, which is attached to this contract as Annex 1.)

2. REGULATIONS ON FREELANCE WORK

- 2.1. The Freelancer shall provide services in their own name and on their own responsibility as independent contractors. The Freelancer is not subject to instructions from the Company in the performance of their work. The Freelancer is not entitled to represent the Company in legal transactions or to issue instructions to employees of the Company. The Freelancer shall not use the Company's letterhead or make any declarations on behalf of the Company, neither in their dealings with the Company nor in their dealings with third parties.
- 2.2. The contact person at the Company for all questions concerning freelance work is [...] (position), currently [...] (name).
- 2.3. The Freelancer may, with the prior written consent of the Company, use their own employees to provide the contractual services. The Company shall only refuse consent if its legitimate interests are at risk. Legitimate interests of the Company are particularly at risk if the employees intended for use by the Freelancer do not have the necessary qualifications and professional experience required for the efficient and successful performance of the services under the contract. If the Freelancer uses their own employees, these shall be exclusively in a service or employment relationship with the Freelancer; the Freelancer shall impose on them a duty of confidentiality in accordance with Clauses 7.1 and 7.2 of this contract and

instruct them about their obligations under the GDPR and the BDSG (Federal Data Protection Act).

3. DURATION OF CONTRACT

- 3.1. This contract shall enter into force on [...] (date) and shall run for an indefinite period. It may be terminated by either party with a notice period of [...] month(s) to the end of a calendar month.
- 3.2. The right to extraordinary termination of the contract for good cause remains unaffected. Good cause shall be deemed to exist in particular if the Freelancer breaches the confidentiality obligation or the non-competition clause in accordance with Clause 7 of this contract.
- 3.3. The notice of termination must be in text form.
- 3.4. The Company shall not be obliged to accept further services from the Freelancer after the Company or the Freelancer has given notice of termination.

4. PLACE AND TIME OF ACTIVITY

The Freelancer is free to determine the days, the time allocation on these days as well as the place of activity. In doing so, the Freelancer shall ensure efficient and successful performance of the contractual services.

5. REMUNERATION AND EXPENSES

- 5.1. The Freelancer shall receive a remuneration of EUR [...] (in words: EUR [...]) per hour of work. Hours worked shall be rounded up or down to intervals of 15 minutes and shall be invoiced accordingly on a pro rata basis.
- 5.2. At the end of each calendar month, the Freelancer shall invoice the Company in writing for the services rendered in the previous month. Together with the invoice, the Freelancer shall submit to the Company a list of activities for the previous month. The list must show which services the freelancer provided on which days and for how much time. The Company may refuse payment of the remuneration until a proper invoice and statement of activities have been submitted.
- 5.3. The Company shall pay the fee plus statutory VAT (currently 19 per cent) if and to the extent that the services of the Freelancer are subject to VAT and the Freelancer issues a proper invoice in accordance with the provisions of the UStG (the German Turnover Tax Act). If it subsequently transpires that the services of the Freelancer were not subject to VAT, the Freelancer must immediately reimburse the Company for the VAT that was incorrectly stated and paid.
- 5.4. The Company shall pay the remuneration to the account specified by the Freelancer no later than [...] calendar days after receipt of the invoice and the statement of activities.
- 5.5. The remuneration shall cover all costs incurred by the Freelancer from the provision of his services and the implementation of this contract.
- 5.6. The Freelancer shall be responsible for the payment of taxes on all earnings under this Agreement. The Freelancer shall exempt the Company from any liability for wage tax claims of the tax authorities at the Company's choosing by payment to the Company or to the competent tax office and undertakes to refund to the Company any wage tax paid by the Company.

6. LIABILITY AND EXEMPTION

- 6.1. The Freelancer shall be fully liable to the Company in accordance with the statutory provisions for any damage caused personally or by the Freelancer's vicarious agents (in particular the employees deployed to provide the contractual services).

- 6.2. Insofar as the Company is held liable on account of services rendered by the Freelancer or his vicarious agents (in particular the employees deployed to render the contractual services) or for damage caused by the Freelancer or his vicarious agents in connection with their activities, the Freelancer undertakes to exempt the Company of liability.

7. CONFIDENTIALITY, OTHER ACTIVITIES, NON-COMPETITION CLAUSE, CONTRACTUAL PENALTY

- 7.1. During the term of this contract, the Freelancer shall be obliged to keep strictly confidential all confidential matters and business secrets of the Company or of companies affiliated with the Company within the meaning of Section 15 of the German Stock Corporation Act ("Affiliated Companies") which come to the Freelancer's knowledge in the course of work for the Company. This obligation shall also apply to information that becomes known to the Freelancer through other business partners of the Company. There is no duty of confidentiality:
- a. for confidential matters that were publicly available at the time of disclosure.
 - b. to the extent that the Freelancer is required by law or by the decision of a court or administrative authority to disclose the confidential matter.
 - c. in the cases of § 5 GeschGehG (the German Trade Secrets Protection Act).
- 7.2. After termination of this contract, the obligation to maintain secrecy pursuant to the foregoing Clause 7.1 shall continue to apply.
- 7.3. Subject to the following Clause 7.4 the Freelancer may work for other Clients during the term of this Agreement, provided that the work owed under this Agreement is in no way affected thereby.
- 7.4. The Freelancer shall not, during the term of this Agreement, work for any company or person that competes with the Company or any Affiliated Company ("Competitor"). In particular, the Freelancer undertakes not to enter into a service or employment relationship with any Competitor, not to work independently for any Competitor, not to acquire any Competitor and not to acquire any interest, direct or indirect, in any Competitor. Furthermore, the Freelancer is prohibited from acting as a competitor in any way or from founding or operating a competing company.
- 7.5. Any conflicts of interest that may arise from another activity must be reported by the Freelancer to the Company in text form without delay.
- 7.6. For each case of breach of the obligations under the foregoing subsections 7.1, 7.2 and 7.4 the Freelancer shall be obliged to pay a contractual penalty of EUR [...]. The Company reserves the right to assert claims for injunctive relief and damages.

8. COPYRIGHT AND OTHER PROPERTY RIGHTS

- 8.1. The Freelancer shall transfer to the Company all property rights in the results which were produced during the term of this contract and which have a connection to the Freelancer's work owed under this contract.
- 8.2. Furthermore, the Freelancer irrevocably grants the Company the exclusive rights of use, unlimited in time, space and content, to all possible copyrightable works which the Freelancer creates during the term of this contract and which are related to the activity owed under this contract. The granting of the rights of use and exploitation under copyright law shall also include any types of use which are still unknown at the time of conclusion of the contract. The granting of rights of use and exploitation shall take place at the time the aforementioned property rights come into existence, in the case of types of use that are still unknown, when they become known, and shall be fully compensated for with the remuneration in accordance with Clause 5.1 of this contract.

- 8.3. The Freelancer expressly waives his right to be named as the author of the work results.
- 8.4. The Freelancer shall also assign to the Company all trademark rights, registered designs, utility models or other industrial property rights existing in respect of the results produced by the Freelancer during the term of this Agreement and which have a connection with the Freelancer's work owed under this Agreement.

9. RETURN OF DOCUMENTS

- 9.1. The Freelancer undertakes to keep all property of the Company or Affiliated Companies in his possession, in particular files, documents as well as electronically stored data and data records and other records relating to the business operations of the Company or Affiliated Companies, and drafts as well as copies thereof ("Documents"), so carefully that they cannot fall into the hands of unauthorised third parties.
- 9.2. All documents shall be returned to the Company upon request at any time and upon termination of this contract without being requested to do so. The assertion of a right of retention is excluded.

10. FINAL PROVISIONS

- 10.1. This contract replaces all previous agreements between the parties. There shall be no verbal collateral agreements. Amendments or additions to this contract, including this provision, must be made in writing to be effective, unless they have been demonstrably negotiated between the parties.
- 10.2. Should any provision of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of this contract. In the event of the invalidity of a provision, the parties undertake to negotiate an effective and reasonable replacement provision which comes as close as possible to the economic purpose pursued by the invalid provision. The same shall apply in the event of a contractual loophole.
- 10.3. The place of performance and jurisdiction shall be governed by the statutory provisions.

_____, _____
(Place) (Date)

_____, _____
(Place) (Date)

(Signature of the Company)

(Signature of the Freelancer)