

FRAMEWORK AGREEMENT

**Let's shake
hands.**



codifire

THE UNDERSIGNED

1. The private company with limited liability, hereinafter referred to as '**Customer**'.
2. The private company with limited liability **Codifire Remote B.V.**, hereinafter referred to as '**Service Provider**'.
3. The Customer and Service Provider are hereinafter jointly referred to as '**Parties**', and each individually as '**Party**'. The Parties therefore have agreed to the following:

CONSIDERATIONS

- A. Service Provider provides custom software development services for the Customer, hereinafter '**Services**'.
- B. For the provision of the Services to the Customer, the Service Provider assigns software engineers, quality assurance managers, designers, software testers and/or project managers, hereinafter jointly referred to as '**Employees**', and each individually as '**Employee**'.
- C. The Parties have agreed on the terms and conditions of the Services provision and wish to establish in writing their arrangements in this agreement, hereinafter '**Framework Agreement**'.

AGREEMENT

1. Custom Services

- 1.1. The Service Provider performs custom software development for the Customer, hereinafter '**Project**'. If necessary, the scope of the Project is detailed in a Project description, hereinafter '**Statement of Work**', and handed over – upon request – by the Customer to the Service Provider in writing.

2. Remuneration

- 2.1. The Customer's payment for Services, hereinafter '**Remuneration**', is based on the Time and Material engagement model.
- 2.2. The Remuneration of the Service Provider is based on the hourly tariff of the Employee(s), which is based on the skills as well as the seniority level of the Employee(s), and hereinafter referred to as '**Hourly Tariff**'.

3. Employees

- 3.1. The Services provided by the Service Provider to the Customer are performed by the Employee(s). The Service Provider will present the Customer with a shortlist of suitable candidates at the start of the Project. The Customer selects the Employee(s) for the Services based on their knowledge, experience, skills, assessment results, availability, and Hourly Tariff. The Employee is assigned by the Service Provider to the Project as soon as the Customer has approved this assignment in writing, hereinafter '**Individual Assignment**'.
- 3.2. The Customer shall consider Employees as his remote employees in Ukraine.
- 3.3. The probation period of the Employee is **one (1) month**. During this period, the Customer can terminate the Individual Assignment of the Employee with immediate effect by sending a termination notice to the Service Provider by e-mail.
- 3.4. Once the probation period has ended, either Party hereto may terminate the Individual Assignment without cause upon at least two

- (2) months written notice (Customer) and upon at least one (1) month written notice (Employee), by sending a termination notice to the Service Provider by e-mail.
- 3.5. The standard Individual Assignment is based on reported work hours, from Monday to Friday.
- 3.6. The usual working hours are 09:00 to 18:00 (CET). Overtime work by the Employee is only performed within written agreement of the Parties. The Remuneration for overtime work is one hundred twenty (120) percent for regular working days until midnight (EET), one hundred thirty (130) percent for working days between 00:00 and 08:00 (EET), and one hundred fifty (150) percent for the weekends.
- 3.7. The employee is entitled to take time off on official Ukrainian Public holidays.
- 3.8. The employee is entitled to take (max) 20 vacation days and (max) 5 sick leave days per year.
- 3.9. Vacation days, sick leave days and Ukrainian Public holidays will not be invoiced to the customer.
- 3.10. The Customer makes the software development environment available to the Employee unless other written agreements are made about this.
- 3.11. The Service Provider conducts a technical assessment of the Employee every six (6) months, from the starting date of the Individual Assignment onwards. These assessment results are provided to the Customer.
- 3.12. The Employee's Hourly Tariff is reviewed every six (6) months by the Parties.
- 3.13. The Employee's Hourly Tariff will be automatically adjusted each year (January 1st) due to inflation correction.

- 3.14. During the Project, it is sometimes needed for the Employee to visit the Customer's office. The Customer will reimburse the Service Provider for all business trip expenses, including travel costs, accommodation, daily allowance, and insurance of the Employee. The required (company) liability insurance only applies if the Employee visits The Netherlands. In case the Employee must travel to another country than where the Employee resides, the daily allowance amount is sixty (€ 60) euros per Employee per day on top of Remuneration.
- 3.15. The Employee's services shall be performed at the Service Provider's offices located in Ukraine or any other locus where the Service Provider now, or hereafter has a business facility and at any other location where Employee's presence is necessary to perform his or her duties.

4. Management and Additional Services

- 4.1. The Customer assigns a **Product Owner and/or Project Manager** for the Project. They must be available and instruct Employee daily as a primary contact for the Employee with respect to the Services.
- 4.2. At Codifire, the Employee will be monitored by **Resource Manager**, whose primary target is to monitor and report Employee's performance on a Project as well as implement or communicate the management decisions delegated by the Customer directly or via Account Manager.
- 4.3. At Codifire, the **Account Manager** will maintain the close contact with the Customer via 2-weekly regular meetings, unless otherwise agreed with the Customer.

5. Terms

- 5.1. This Framework Agreement enters into force upon its signing by the Parties and is valid for an indefinite period unless the Parties have agreed to sign the Framework Agreement for a fixed term.

6. Payment

- 6.1. The Service Provider will invoice the Customer on the 15th of each month for the Services delivered during the invoicing period: from the 14th of the previous month to the 13th of the current month. Invoicing will be based on a time & material model, meaning the Customer will be charged only for the actual hours worked as specified in timesheets.
- 6.2. The payment term is fifteen (15) days. All invoices will be sent to Customer's administration email: _____
- 6.3. All payments by the Customer to the Service Provider under this Framework Agreement must be transferred to ING Bank N.V., **IBAN: NL86INGB0110907787**.
- 6.4. All payments by the Customer to Service Provider under this Framework Agreement must be made in Euros. The Customer bares all payment-related fees.
- 6.5. Payments must be made to the Service Provider prior to the due date. If the due date of the payment expires on a day when the banking institutions in the Netherlands are closed, the due date will be moved to the next day when the banking institutions are open again.
- 6.6. When the due date of the payment under this Framework Agreement is exceeded, the Customer shall be deemed to be in breach of the Framework Agreement.
- 6.7. In the event when the due date of the payment is exceeded by the Customer, the Service Provider has the right to terminate Individual Assignments of the Employees on the Project. Such terminations do not release the Customer from the (payment) obligations under this Framework Agreement.

7. Evidence of administration

- 7.1. In this Framework Agreement, the Parties agree that Service Provider's administration serves as a proof of mutual rights and obligations execution, unless the Customer has proven the contrary.
- 7.2. The employee keeps track of hours worked for the customer in a time registration system. Each month, the customer receives a

detailed time report.

8. Confidentiality

- 8.1. Each Party shall keep all information related to the Services provided by Service Provider to the Customer and the commercial terms of this Framework Agreement confidential during the term of this Framework Agreement and for an indefinite period of time (unless required by law or already in the public domain without a breach of any confidentiality obligation) and shall only use such information for the purposes of Services provision under the Framework Agreement.
- 8.2. The Service Provider shall provide the Customer with a Non-Disclosure Agreement that can be used in respect to confidential information disclosed by the Customer to the Service Provider.
- 8.3. Parties have the right to publish marketing information about their partnership on their websites in marketing sections, such as Customer Stories, etc. upon approval of the other Party.
- 8.4. Parties are prohibited from approaching each other's customers without the prior written consent of the other Party.

9. Intellectual Property Rights

- 9.1. **Intellectual Property Rights (IPR)** mean all current and future rights in patents, copyrights, trademarks, design rights, database rights, code rights and any other intellectual property rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing that may exist anywhere in the world, including without limitation, in the case of each of the foregoing, whether unregistered, registered or comprising an application for registration.
- 9.2. **Third Party Software** means all Third-Party software, including any open-source software, used by the Service Provider or which the Service Provider proposes to use in any way in the provision of the Services.
- 9.3. **Pre-existing IPR.** All pre-existing Intellectual Property Rights are and shall remain the exclusive property of the Party owning them (or, where applicable,

the Third Party from whom its right to use the Intellectual Property Rights has been derived).

- 9.4. **License.** Each Party shall grant or procure the grant of all such Licenses to the other Party to use any Intellectual Property Rights which are necessary to allow the other Party to exercise its rights and perform its obligations under the Framework Agreement.
- 9.5. **Ownership and transfer of IPR.** The Intellectual Property Rights created by the Service Provider or Service Provider's Employees in the course of providing the Services shall always belong to the Customer. To the extent that any Intellectual Property Rights are created during the cooperation, the Service Provider shall transfer to the Customer all rights, title and interest it has in such Intellectual Property Rights. To the extent permitted by law, Service Provider waives its moral rights it has related to the developed software for the Customer.
- 9.6. **Residual Rights.** Notwithstanding the foregoing, both Parties acknowledge and agree that each Party shall retain ownership of, and shall have the unrestricted right to use general knowledge, skills, and experience, and any ideas, concepts, know-how, techniques, de signs, generalized frameworks, models, and artefacts, which such Party obtains in the course of fulfilling its obligations under the Framework Agreement.
- 9.7. **Third Party Software.** Service Provider shall not use any Third-Party Software in the developed software without the prior written consent of the Customer. If any Third-Party Software is introduced by a Service Provider, the Customer shall be informed on the relevant licenses required to use such Third-Party Software.

10. Liability

- 10.1. Service Provider is responsible for timely payment of its Employees and any taxes and social premiums related to the ordinary course of business of Service Provider.
- 10.2. Service Provider's aggregate contractual and non-contractual liability under

or in connection with the Framework Agreement shall be limited to the greater of (i) the payments made by the Customer (ex VAT) under this Framework Agreement in the twelve (12) months preceding the event causing the damages and (ii) the amount paid out under the relevant insurance policy of Service Provider and (iii) €50.000 (fifty thousand).

- 10.3. Customer shall indemnify Service Provider for all Third-Party claims related to the Services and from claims from any Employee caused by or related to the working environment of the Customer. Service Provider does not accept any liability in relation to the development of Intellectual Property Rights created upon the specific instruction of the Customer.

11. Data Privacy

- 11.1. Service Provider shall comply with any obligations it has in relation to the protection of personal data under the relevant legislation. Service Provider shall inform Customer as reasonably possible in case of a data breach. Upon request, the Service Provider shall provide the Customer with a data processing agreement that can be used in respect to the processing of personal data by the Service Provider for the Customer.

12. Governing law and Jurisdiction

- 12.1. The Framework Agreement is governed by Dutch law. Service Provider always aims to resolve disputes jointly with the Customer. It may happen that a dispute arises that Parties cannot resolve amicably. In that case, the dispute shall be resolved exclusively before the courts in Amsterdam.

13. General Provisions

- 13.1. Failure to exercise any right under this Framework Agreement by the Customer or the Service Provider shall not be deemed a waiver of rights.
- 13.2. Any additional arrangements to this Framework Agreement are only valid if agreed in writing by the Parties.
- 13.3. If one or more provisions of this Framework Agreement are proved to be legally invalid, the Framework Agreement will remain in force. Parties will

consult about the provisions that are not legally valid in order to make a replacement arrangement that is legally valid and that is as much as possible in line with the intent of the arrangement to be replaced.

- 13.4. Each Party will bear the costs incurred in respect to preparation and execution of this Framework Agreement.
- 13.5. All payment amounts are exclusive of VAT.