

**Freelancer sourcing agreement**

**(„Agreement”)**

concluded in Wrocław on **Date** 2022 by and between:

1. **SOFTWARESUPP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office in Wrocław, address: Powstańców Śląskich 129 lok.6 (53-317), entered into the Register of Companies of the National Court Register kept by the District Court in Wrocław VI<sup>th</sup> Commercial Division of the National Court Register, under KRS number: 0000732460, holding tax identification number (NIP): 8992845287 and National Business Registry Number: 380268047, represented by:

(I) Mateusz Pliszka – President of the Board and

(II) Michał Karaś – Member of the Board

hereinafter referred to as the **“SoftwareSupp”** or **“Service Provider”**,

and

2. **Legal Client data:** **[Name and Last name]** address: **[Street]** (**[Postcode]**) holding tax identification number (NIP): **[Tax ID number]** and National Business Registry Number **[Company number]** with its registered office in **[City]**, address: **[Address]** (**[Postcode]**), entered into the Register of Companies of the National Court Register kept by the District Court in **[Court]** **[Division]**<sup>th</sup> Commercial Division of the National Court Register, represented by:

(I) **[Name and last name]** – President of the Board and

(II) **[Name and last name if applicable]** – Member of the Board

hereinafter referred to as the **“Client”**,

and

3. **Legal Expert data:** **[Name and Last name]** address: **[Street]** (**[Postcode]**) holding tax identification number (NIP): **[Tax ID number]** and National Business Registry Number **[Company number]** with its registered office in **[City]**, address: **[Address]** (**[Postcode]**), entered into the Register of Companies of the National Court Register kept by the District Court in **[Court]** **[Division]**<sup>th</sup> Commercial Division of the National Court Register, represented by:

(I) **[Name and last name]** – President of the Board and

(II) **[Name and last name if applicable]** – Member of the Board

hereinafter referred to as the **“Expert”**

Softwaresupp, Client and Expert will also referred to individually as the **„Party”** and jointly as the **„Parties”**

the Parties hereby agree as follows:

**§ 1 [Definitions]**

1. Agreement - the Agreement for the provision of professional software services, connecting and enabling Experts to perform services to Client as specified in Order where SoftwareSupp acts as the coordinating party for projects settled between Parties, and further enables Parties to successfully complete the service, settle payment as well as provides tools, resources and support leading to successful project's completion concluded on **[Date]** 2022 by and between Softwaresupp, Client and Expert.
2. Services - provision of professional software services, connecting and enabling Experts to perform services to Clients as specified in Order where SoftwareSupp acts as the coordinating party for

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projects settled between Parties, and further enables Parties to successfully complete the service, settle payment as well as provides tools, resources and support leading to successful project's completion - services and work provided by Softwaresupp in the scope of the economic activity conducted by Softwaresupp for the Client, specified in the orders placed by the Client towards the Softwaresupp.

3. Order - means a written or electronic statement submitted by the Client to Softwaresupp, on the basis of which the Client orders certain Services or works performed by Softwaresupp. The Order will be placed using the form attached as Appendix 1 to hereby Agreement.

## § 2 [Subject of the Agreement]

1. On the basis of this Agreement, the Client orders for the remuneration specified by the Parties the Services providing the Client professional software services, connecting and enabling Experts to perform services to Clients as specified in Order where SoftwareSupp acts as the coordinating party for projects settled between Parties, and further enables Parties to successfully complete the service, settle payment as well as provides tools, resources and support leading to successful project's completion and verifies and certifies experts in terms of their know-how, skills and experience based on the designed and planned process presented on the SoftwareSupp website and Softwaresupp accepts this commission.
2. The Parties are entitled to specify the scope of the Services indicated in point 1 above in attachments, in writing, documentary (in particular via e-mail) or orally.
3. The scope and duration of individual Services will be determined on the basis of separate arrangements between the Parties. Such arrangements may be made in attachment, by e-mail, in writing or orally, and any arrangements made orally will not change the provisions of hereby Agreement.

## § 3 [Rules for the provision of Services]

1. Softwaresupp declares that the Services will be performed for the Client directly or by Experts, to which the Client agrees. In any case, the Softwaresupp undertakes to the Client that the Services will be provided by entities having the appropriate knowledge, qualifications, experience and professional qualifications, which are necessary for the performance of given activities as part of the provision of Services to the Client.
2. At the request of the Client, the Expert remains obliged to provide the Client, within 7 (seven) days of receipt of such request, with a detailed report on the Services performed by the Expert within the period specified in the request. The reports referred to above may be delivered in electronic form.
3. Due to the need to ensure the proper flow of information and documentation between the Parties to the Agreement, necessary in the implementation of the Agreement, the Parties are required to maintain permanent contacts with each other. For this purpose, the Parties designate the Representatives of the Parties whose arrangements will be binding on the Parties in the course of performing the Services, excluding the possibility of the Representatives of the Parties changing the terms, scope and conditions of remuneration set out in the Agreement. The representatives of the Parties are the following persons:

1. For and on behalf of the Softwaresupp:

[Name and last name],

E-mail: [E-mail],

2. For and on behalf of the Client:

[Name and last name],

E-mail: [E-mail],

### 3. For and on behalf of the Expert:

[Name and last name],  
adres e-mail: [E-mail],

1. Each Party, at the request of the other Party, is obliged to immediately provide information about the performance of the Services. The Parties are obliged to immediately notify the other Party of all circumstances significant for the performance of the Services, including any threats, difficulties and obstacles related to the performance of this Agreement that may affect the quality, term or scope of the Agreement, and in particular any possible problems related to with the possibility of delays in the implementation of tasks or the provision of the necessary documentation or other cases of non-performance of the Agreement, according to his knowledge and the utmost care.
2. Softwaresupp undertakes to provide the Services in accordance with the Client's Order.
3. The purpose of the verification and certification process is to ensure the highest quality of services delivered to the Client.
4. Internal tools and resources become available once the agreement has been concluded and signed by parties.
5. Experts are obliged to carry out the communication through the internal system of communications provided by SoftwareSupp platform. Parties can communicate outside of the communication system under no liability or penalty but in this case SoftwareSupp cannot take responsibility for any damages resulting from the communication outside of the platform (e.g. password sharing). For projects where communication outside of the SoftwareSupp platform is required or convenient, key milestones and information are recorded through the SoftwareSupp communication system by a SoftwareSupp Expert.
6. In larger projects or at Client's request, SoftwareSupp may participate in the actual implementation of specific Order or communication between Parties. In this case, a project manager is delegated. The role of the project manager is to facilitate the contact between Parties and ensure the smooth implementation of Order in the specified time frame.
7. For the time period of the performed service, SoftwareSupp and the Expert agree to support requests related to the performed Order, by communicating and providing access to the dedicated task system with proper response/handling times:
  1. 1h response time,
  2. 24h action time,
  3. in case the action cannot be addressed within 24h time, SoftwareSupp will inform the Client about the estimated time to action and will attempt to resolve the issue as quickly as possible
8. In the event of concluding Agreement, Client undertakes to pay the remuneration for the execution of Order and SoftwareSupp and the Expert undertakes to act with due diligence in order to implement Order. The payment is made through a safe balance system available for Clients in the SoftwareSupp platform or through regular net 7 days invoice.
9. SoftwareSupp is the party coordinating the implementation of Order, delivering know how necessary for successful project execution, including:
  1. responses to tickets/queries;
  2. project planning/scheduling;
  3. expert materials and communication tools.
10. The liability of SoftwareSupp for tax liabilities of Parties is fully excluded.
11. The scope of operation of SoftwareSupp is territorially unlimited.
12. The subject matter of Order is unlimited in terms of its subject matter.
13. Parties declare that they bear full tax liability due to the cooperation between Parties. Users are committed to act in full compliance with the appropriate tax law system. In particular, SoftwareSupp is not responsible for the payment of income tax or other tax liabilities by the Client or Expert.
14. SoftwareSupp operates in accordance with the provisions of Polish law and in its operation meets all tax obligations related to services and the commission fee charged.

### **§ 3 [Fees and payment]**

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1. Price for SoftwareSupp and Expert's services is presented as a final hourly rate or project estimate for the Client.
2. Payment for Order by Client shall be made to the SoftwareSupp safe balance account or through a regular net 7 days invoice, charged on a monthly basis based on the delivered work for the Client.
3. Parties who have been connected with each other via SoftwareSupp are not entitled to settle transactions outside of SoftwareSupp. Parties who breached the above obligation shall be fully liable towards SoftwareSupp for damages and may be obliged to pay additional penalty fees including compensation to SoftwareSupp for the lost benefits and can be excluded from further usage of SoftwareSupp.
4. SoftwareSupp's safe balance account is managed by Stripe, Inc.
5. Payment for Order by Client is a condition for conclusion of Agreement.
6. Payment is accepted in various currencies including USD, EUR, CHF.
7. Payment for the work Order to Expert takes place after the acceptance of its correct delivery by Client.
8. In the event of refusal to accept the correct completion of Order by Client, Client must provide the exact reasons for the refusal. In this case, as a rule, payment to Expert is withheld until the dispute is resolved. The dispute resolution procedure takes place in the manner described in §4.

## **§ 4 [Complaints & Disputes]**

1. A Client may submit a complaint regarding non-performance or improper performance of SoftwareSupp or improper performance of the Agreement.
2. The complaint may be submitted to the e-mail address: support@SoftwareSupp.com or to the dedicated project manager.
3. SoftwareSupp will make every effort to consider the complaint without delay.
4. In the event of objections to the activities of the other Party to Agreement reported by either party, a dispute is initiated between Client and Expert via SoftwareSupp.
5. In order to submit objections and initiate a dispute, Party must at least indicate the scope of the objections and indicate what he or she claims from the other Party.
6. Within 7 days from the date of reporting the dispute, Party against whom the objections were raised has the right to take a written position regarding the dispute, in particular its scope and claims.
  1. SoftwareSupp, acting as a conciliator, will investigate the documentation provided and take a decision seeking an amicable settlement of the dispute.
  2. SoftwareSupp will make every effort to resolve the dispute between the parties within 7 days from submitting a dispute. In exceptional cases, where the dispute cannot be settled and/or requires additional explanation/documentation, this time limit may be extended to 14 days from the date of submitting the dispute.
  3. In the exceptional situation, when Order has not yet been performed, Client may request SoftwareSupp to replace Expert or Experts. SoftwareSupp shall make the necessary efforts to present one replacement candidate that would match the needs of the Client. In the situation where it turns out to be impossible to present the replacement candidate SoftwareSupp may refund the Client taking into account the degree of advancement of the performed Order.

## **§ 5 [Liability]**

1. Expert shall be liable towards SoftwareSupp and the Client for non-performance or improper performance of the obligations resulting from the services provided to implement Order as well as for infringement of copyright or other rights of third parties as well as intentional damage caused to Client.
2. The total liability of Expert and SoftwareSupp towards Client and his or her clients for any claims, damages, damages claims, costs or expenses related to the services provided to implement particular Order is limited for each Order up to the amount equal to the total price of SoftwareSupp service for performance of a specific Order.
3. SoftwareSupp and the Expert bear no liability for issues or outages outside of the Order scope, such as Client's technology or third-party cloud solutions.
4. SoftwareSupp Expert shall not be liable for damages or mistakes resulting from:

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1. non-compliance of Client with the law;
2. mistakes in internal procedures of Client or his/her clients transferred to SoftwareSupp or Expert in order to be applied as part of performance of Order;
3. mistakes in instructions and indications specified in Order;
4. mistakes in functioning of IT systems or other devices provided to Client indispensable to provide the services;
5. providing Expert or SoftwareSupp by Client with incorrect information or inaccurate information or other incompleteness or inconsistency of data necessary to perform the given Order.
6. software costs associated with the Order's implementation.

## § 6 [Protection of personnel]

1. In external relations Experts are treated as personnel of SoftwareSupp.
2. If a Client and Expert intend to enter into a direct legal relationship such as an employment contract, contract of mandate, cooperation agreement or other similar, outside of the Agreement and with omission of SoftwareSupp, Users are obliged to inform SoftwareSupp as appropriate fees may apply.
3. Client undertakes that during the term of Order and within 12 months after its expiration for any reason, without the consent of SoftwareSupp, shall not employ or use services on the basis of any legal relationship, directly or indirectly of Experts who performed Order or Orders, or other members of personnel of SoftwareSupp participating in the provision of services to Client, without obtaining the written consent of Client.
4. In the event of violation by Client of the restriction referred to in section 2 and 3 above, the Client shall pay to SoftwareSupp the additional fee in the amount of the value of the project related to settlement between the Client and Expert for each separate case of violation. SoftwareSupp is not obliged to prove a damage in order to claim additional fee.

## § 7 [License to SoftwareSupp platform]

1. SoftwareSupp in connection with the conclusion of this Agreement, upon its signing, grants the Client a non-exclusive, non-transferable and worldwide license for on-line use of the SoftwareSupp platform functionalities ("**Platform**").
2. SoftwareSupp grants the Client the right to temporary multiplication, i.e. to run the Platform on the end device via the Internet (on-line access) in order to use all its functionalities and to process and store their data via the Platform on SoftwareSupp servers, provided that compliance with all provisions of this Agreement.
3. The right to use all functionalities of the Platform applies only to the resulting version and includes in particular: connecting to the SoftwareSupp server using user accounts made available to the Client, entering, displaying, using, transferring, storing and modifying the data entered into the Platform.
4. The license does not include the right to pay or free of charge disseminating, publishing or making available the Platform in whole or in part or its copies to third parties who are not registered users of the Platform - including through lending, rental, lease, further license, making available on the network for download or in the form of a further subscription as a service of access to the Platform.
5. The license is non-transferable and it is not possible to make the Platform available and transfer any rights under the Agreement to third parties without the written consent of SoftwareSupp.
6. The license granted is valid only for the duration of the Agreement for the use of the Platform and ceases to apply upon termination of the Agreement without the need for any additional statements in this regard by either party.
7. In accordance to hereby Agreement, the Parties indicate that the Client is not entitled to any rights to the Platform other than those expressly set out in the Agreement.

## § 8 [Intellectual property rights]

1. The Parties decided that in the event that as a result of the provision of Services to the Client any works will be created within the meaning of art. 1 point 1 of the Act of February 4, 1994 on copyright and related rights ("**Works**"), then, upon payment of the Remuneration, established in the Order the Expert will transfer to the Client all proprietary copyrights to the Works created as part of the

performance of the Services by the Expert for the Client, for which the Remuneration has been paid, as well as the right to introduce any changes to the Works and making their studies, including the right to allow third parties to make these changes or studies (dependent rights). The above-mentioned transfer of proprietary copyrights to the Works (including the right to exercise derivative rights to the Works) does require conclude hereby Agreement and takes place in all fields of use described in art. 50 and 74 of the Copyright and Related Rights Act, in the fields including:

1. in relation to computer programs – in the following fields of exploitation:
  1. permanent or temporary multiplication of a computer program, in whole or in part, by any means and in any form, including to the extent that it is necessary to enter, display, use, transmit and store the computer program in order to multiply the program;
  2. translation, adaptation, layout change and any other changes in the computer program;
  3. dissemination, including lending for use or tenancy of a computer program or a copy thereof.
2. in relation to other works – in the following fields of exploitation:
  1. recording in any form;
  2. multiplication (also through the Internet), including on any audiovisual carrier and in particular on a video carrier, a photosensitive tape, a magnetic tape and a computer disk, and all types of media intended for digital recording;
  3. borrowing, tenancy, lease of a work or exchanging carriers on which the work has been recorded, use on websites and in multimedia works;
  4. production of a specific copies of the work, including printing, reprographic, magnetic recording and digital technique;
  5. placing on the market (including the Internet), including repeated dissemination;
  6. (in whole and in fragments) through its television broadcast in national programs;
  7. and foreign TV and satellite stations;
  8. public distribution (also on the Internet);
  9. public performance, presentation, display, reproduction and broadcasting and re-issuing, as well as public sharing in such a way that everyone can have access to it in the place and time chosen;
  10. translating, adapting layout changes or any other changes, modifying, creating other works based on the work;
  11. broadcasting via wired or wireless video or audio via terrestrial station or via satellite;
  12. inserting into the computer's memory.
2. Acquisition of author's economic rights to works referred by hereby Agreement shall be each time on the date of payment of the remuneration due for implementation of Order on the basis of which such works were created. Until payment, Expert provides Client with the nonexclusive, unrestricted territorial license to use works created in the process of Order implementation. The license shall be granted for a definite period, until the date of payment to the Expert of the remuneration due for implementation of Order.
3. Expert authorizes Client to perform for an unspecified period of time, on his or her behalf author's moral rights to the works created in connection with implementation of Order.
4. The obligations listed above shall be binding after the Agreement is terminated.
5. The remuneration determined under Agreement also includes remuneration for the transfer of author's economic right to work to the entirety of the works, derivative rights as well as their exploitation, including the transfer of rights in all separate fields of exploitation.

## **§ 9 [Confidentiality, personal data]**

1. Parties mutually undertake not to disclose to third parties during the term of Agreement and within 12 months after it expires any information being of confidential nature, received from the other Party at the course of performance of Agreement ("**Confidential Information**"). The obligation indicated above applies to all Confidential Information, irrespective of the carrier, manner and form of the transfer of Confidential Information.
2. By the "**Confidential Information**" Parties understand information, documents, data, materials, etc. obtained in any form (oral, written or electronic) in conjunction with the implementation of this

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Agreement, regarding each of the Parties, its partners, contracting parties, co-workers, clients, with the exception of the information referred to in section below. In particular, the Confidential Information shall include all information and documents of a technical, technological and commercial nature or related to the organization of the undertaking and all other information and documents having economic value that are not widely known. In addition, as the Confidential Information shall be perceived all information regarding:

1. commercial transactions,
  2. undertaking of each Party, its finances or information regarding branches and related entities,
  3. scientific and research works, project works, technological works, investments, inventions (patents) and utility models related to the business activity carried out by each of Parties,
  4. legal and commercial issues related to each of the Party, data related to contracting parties of each Party and their number, preparation and negotiations aimed at concluding agreements, legal, technical and economic conditions specified in the agreements and commercial correspondence, procedural and administrative letters, court rulings, administrative and administrative court rulings,
  5. the wording (content) of any agreements concluded by each Party.
3. As the Confidential Information shall not be perceived:
1. information which, at the time of disclosure, was publicly known, without prejudice to the provisions of this Agreement by any Party,
  2. information in the possession of which Party has entered through a third party that is not bound by confidentiality obligation towards the other Party, provided that the information has been obtained without violating the provisions of Agreement by Party,
  3. information which was disclosed by any Party on the basis of a court decision or a decision of a competent public authority, in connection with any other ruling arising from legal provisions or pending proceedings, conducted by competent public authorities,
  4. information that has been disclosed by any Party, if such disclosure occurred with the prior written consent of the other Party,
  5. information relating to the fact of cooperation between Parties.
4. The Confidential Information that has been disclosed remains the exclusive property of the disclosing Party and their disclosure to the other Party is not equal to granting any right to possess, distribute or exploit the Confidential Information beyond the limits set out in this Agreement.
5. In the situation of doubts as to the loss of confidential nature of the information transferred, the Party shall inquire of the other Party about the confidentiality status of such information, however, lack of a reply within 7 days shall mean that the information has lost its confidential nature.
6. SoftwareSupp, as the data controller, entrusts Clients with the processing of the personal data of Experts (hereinafter referred to as "Personal Data") solely for the purpose of proper performance of Agreement.
7. SoftwareSupp is obliged to process Personal Data in such manner to comply with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") and the Polish law concerning the protection of personal data, including all other applicable laws. SoftwareSupp declares that before commencement of processing Personal Data, it shall take technical and organizational measures to secure the personal data entrusted to it in accordance with the relevant provisions of law.
8. Client shall perform only such operations on Personal Data which are aimed at the proper performance of Agreement. By processing Personal Data, Client undertakes to comply with the provisions on the protection of personal data and to apply legal measures required to protect this data.

## **§ 10 [Duration of Agreement]**

1. Agreement is concluded for a definite period of time stipulated in particular Order.
2. The time period specified in the Order can be amended in case of any delays and/or changes in the expected delivery date of the Order.
3. Expert do not have the right to terminate Agreement unless exceptional, documented circumstances occurred such as force majeure, illness, sudden death of the close family member etc.





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- Client does have the right to terminate Agreement unless exceptional, documented circumstances occurred such as force majeure.

## § 11 [Force majeure and final provisions]

- Parties shall not be liable for partial or complete non-performance or improper performance of obligations resulting from Agreement caused by force majeure.
- Force majeure shall be understood as events unknown to Parties at the moment of concluding Agreement, occurring independently from the will of Parties, and on which Parties have no influence nor could have anticipated such events. The cases of force majeure include in particular: war, terrorist attacks, natural disasters, disasters, epidemics, strikes.
- The law applicable to Agreement including implantation of Order is the Polish law.
- Parties undertake to endeavor to settle any disputes amicably through negotiations.
- In particular, Users are firstly obliged to exhaust the procedure from § 4 (Complaints & Disputes).
- Any disputes related to the services provided through SoftwareSupp including relation between Client and Expert, which cannot be resolved amicably, will be settled by the competent court for the registered office of SoftwareSupp.
- If any of the provisions of this Agreement is considered invalid by the final court decision, the remaining provisions shall remain in force. In place of the invalid provision, the provision corresponding to the intention of Parties will be applied.
- This Agreement is subject to Polish law and will be interpreted in accordance with it.
- This Agreement has been drawn up in two identical counterparts, one for each of the Parties.
- Attachments:
  - Appendix 1 - Order Form;

For and on behalf of the Softwaresupp:	For and on behalf of the Client:	For and on behalf of the Expert:
<hr/> <p><i>Mateusz Pliszka</i> Prezes Zarządu / President of the Board</p> <hr/> <p><i>Michał Karaś</i> Członek Zarządu / Member of the Board</p>	<hr/> <p></p>	<hr/> <p></p>



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## Appendix no. 1 – Order Form

This appendix is an integral part of binding Agreement, by and between Softwaresupp, Client and Expert.

This Order Form may be sent via e-mail and is binding upon the confirmation of its terms by SoftwareSupp and Expert. The price for Order implementation has been accepted by Client and Expert. Client hereby orders to commence implementation of Order by Expert with the details indicated below:

<b>CLIENT DATA</b>	[Company name]
Name, legal form, and e-mail:	[Legal name, e-mail]
Registered office address:	[Address]
Tax identification number (NIP):	[Tax identification number]
Person responsible for project implementation on behalf of The Client:	[Client representative]
<b>PROJECT DATA</b>	[Project]
Project title:	[Title]
Project scope:	[Scope]
Project schedule:	[Schedule]
Planned start date:	[Start date]
Planned completion date:	[Completion date]
Additional information (if required):	[Additional information]
<b>EXPERT DATA</b>	[Expert]
Name and Surname / Name and legal form and e-mail:	[Name and last name]
Registered office address:	[Address]
Tax identification number (NIP):	[Tax identification number]
Hourly rate:	[Hourly rate]
Area of expertise:	[Expertise]
Location:	[Location]
Profile:	[Profile link]
Additional information, necessary to properly implement Order:	[Additional information]

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<b>For and on behalf of the Softwaresupp:</b>	<b>For and on behalf of the Client:</b>	<b>For and on behalf of the Expert:</b>
<hr/> <p>— <i>Mateusz Pliszka</i> <i>Prezes Zarządu / President of the Board</i></p>	<hr/> <p><i>[Name, last name, position]</i></p>	<hr/> <p>— <i>[Name and last name]</i></p>
<hr/> <p>— <i>Michał Karaś</i> <i>Członek Zarządu / Member of the Board</i></p>		