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Services agreement

This Contract is between [Company Name], represented by [Company representative name] (the "Client") and Significa, Lda., represented by [Our CEO name] (the "Contractor").

The Contract is dated [Day] [Month] [Year].

1st – Project and Payment

1. Project – The Client is hiring the Contractor to do the following: The Contractor will assist the Client with the [description of the project].

2. Schedule and Scope – The Contractor will begin the work on the [starting date] and the work is ongoing. This contract has a duration of [duration] months.

3. Payment – This is a [type of billing] Contract. The Client will pay the Contractor a rate of [amount in €] per [day or month] per person. Of this, the Client will pay the Contractor [amount upfront] upfront ([amount in €]).

4. Taxes – The prices in section 1.3 (Payment) do not include taxes. If applicable, taxes will be charged on top of the stipulated rates.

5. Expenses – The Client will reimburse the Contractor's expenses. Contractor's expenses are any project related tools, licenses, and software the Contractor does not possess, but ultimately requires in order to successfully fulfil the present contract. All expenses must be pre-approved by the Client.

6. Invoices – The Contractor will invoice the Client at the end of each month. The Client agrees to pay the amount owed within 15 days of receiving the invoice. The Contractor shall be entitled to charge, and the Client shall pay, interest on any unpaid amount from the due date until payment is received at a rate of 2.0% per month on the outstanding amount.

2nd – Ownership and licenses

1. Client owns all the work product – As part of this job, the Contractor is creating "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Contractor works on – that is, conceives, creates, designs, develops, invents, works on, or reduces to practice – as part of this project, whether before the date of this Contract or after. The Contractor hereby assigns to the client the work products for each phase once the Client pays for the phase in full. This means the

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Contractor is giving the Client all of its present and future rights, title, and interest in and to do the work product (including intellectual property rights).

2. Contractor's use of work product – Once the Contractor delivers the work product to the Client, the Contractor does not have any rights to it, except those that the Client explicitly gives the Contractor here. The Contractor is not allowed to sell or otherwise use the work product to make money or for any other commercial use. The Contractor agrees not to provide any service or perform any activity which might, directly or indirectly, be considered as competition, disloyal, or any shape or form interfere with the Client's activity and/or business, for a period of 2 (two) years from the terminus of the present contract.

3. Credit for the work product – The Client is under no obligation to give credit to the Contractor each time it publishes the work product.

4. Contractor's IP that is not work product – During the course of this project, the Contractor might use intellectual property that the Contractor owns or has licensed from a third-party, but that does not quality as "work product". This is called "background IP". Both parties shall agree during the duration of this agreement which intellectual property constitutes "work product" and which intellectual property constitutes "background IP". The Contractor is not giving the Client this background IP but, as part of the Contract, the Contractor is giving the right to use and license – with the right to sublicense – the background IP to develop, market, sell, and support the Client's products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment). The Client cannot sell or license the background IP separately from its products or services. The Contractor cannot take back this grant, and this grant does not end when the Contract is over.

5. Contractor's right to use Client IP – The Contractor may need to use the Client's intellectual property to do its job. For example, if the Client is hiring the Contractor to build a website, the Contractor may have to use the Client's logo. The client agrees to let the Contractor use the Client's intellectual property and other intellectual property that the Client controls to the extent of reasonably necessary to do the Contractor's job. Beyond that, the Client is not giving the Contractor any intellectual property rights, unless specifically stated otherwise in this Contract.

3rd – Competitive engagements

According to section 2.2, the Contractor agrees not to provide any service or perform any activity which might, directly or indirectly, be considered as competition, disloyal, or in any shape or form interfere with the Client's activity and/or business until the end of this contract. To avoid confusion, a competitor is any third-party that develops, manufacturers, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products and/or services. It also includes a third-

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party that plans to do any of those things. The one's exception to this restriction is if the Contractor asks for permission beforehand and the Client agrees to it in writing. If the Contractor uses employees or subcontractors, the Contractor must make sure they follow the obligations in this Section.

4th – Non-solicitation

During the term of this contract, and for a period of 2 (two) years from the terminus of the present contract, neither party will solicit, induce, persuade, or encourage for employment any employees of the other party or its affiliates who, within (12) months prior to such solicitation: (a) directly performed for this project, (b) had substantial contact with the hiring party in relation to this project, or (c) the hiring party became aware of due to, or derived from information learned through the performance of this project. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertising, placement firm searches or similar means not directly specifically at the employee to which the employee responds on their own initiative.

5th – Representations

1. Overview – This section contains important promises between the parties.

2. Authority to sign – Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

3. Contractor has the right to give the Client the work product – The Contractor promises the ownership over the work product, that the Contractor is able to deliver the work product to the Client, and that no other party will claim that it owns the work product. If the Contractor uses employees or subcontractors, the Contractor also promises that these employees and/or subcontractors have signed contracts with the Contractor.

4. Work product does not infringe – The Contractor promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Contractor has entered into or will enter into with someone else.

5. Client will review work – The Client promises to review the work product, to be reasonably available to the Contractor if the Contractor has questions regarding this project, and to provide timely feedback and decisions.

6. Client-supplied material does not infringe – If the Client provides the Contractor with material to incorporate into the work product, the Client

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promises that this material does not infringe on someone else's intellectual property rights.

7. Service standard – The Contractor will perform its work under this contract with all due skill, care and ability.

6th – Term and Termination

1. Term and termination – This Contract is ongoing until he end of the four month term, as set forth in Section 1.2. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The issuer ending the Contract must provide notice by taking the steps explained in Section 11.4 (Notices). The Contractor must immediately stop working as soon as it receives this notice unless the notice says otherwise.

2. Early termination by the Client – In the event of an early termination issued by The Client, it agrees to pay for all the work product created, designed, or developed, so far. The Contractor agrees to deliver all work product, complete or incomplete, created, designed, or developed, until the written notice's issue date.

3. Early termination by the Contractor – In the event of an early termination issued by the Contractor, it agrees to refund the Client any work product and/or deliverable which has been paid for but has failed to be completed, functional and/or delivered.

7th – Independent Contractor

The Client is hiring the Contractor as an independent contractor. The following statements accurately reflect their relationship:

- The Contractor will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Contractor is responsible for determining when, where, and how it will carry out the work.
- The Client and the Contractor do not have a principal-agent or employer-employee relationship.
- The Contractor cannot enter into contracts, make promises, or act on behalf of the Client.

8th – Confidential Information and Data Protection

1. Overview – This Section imposes special restrictions on how the Client and the Contractor must handle confidential information.

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2. The Client's confidential information – While working for the Client, the Contractor may come across – or be given – Client information that is confidential, like customer lists, business strategies, research and development notes, statistics, as well as other information which might be agreed as confidential. The Contractor promises to treat this information as if it is the Contractor's own confidential information. The Contractor may use this information to produce the work product related to this Contract, but not for anything else. For example, if the Client allow the Contractor access to a customer mailing list, in the event of a newsletter campaign, the Contractor cannot use such email addresses for any other purpose. The one exception for this is if the Client gives the Contractor written permission to use such information for any other purpose. When this Contract terminates, the Contractor is obliged to give back and/or destroy all confidential information, as well as confirm it has done so, if possible. With all this, the Contractor promises not to share any confidential information with any third-party, unless permitted, in written form, by the Client. The Contractor must continue to follow these obligations, for a period of 2 (two) years, after the Contract termination, unless the Contractor can prove any of the following:

   1. The information was already public when the Contractor came across it;

   2. The information became public after the Contractor came across it, but not because of anything the Contractor did or didn't do;

   3. The Contractor already knew the information and the Contractor came across it and the Contractor didn't have any obligation to keep it secret;

   4. A third-party provided the Contractor with the information without requiring that the Contractor keep it a secret; or

   5. The Contractor created the information on its own, without using anything belonging to the Client.

3. Third-party confidential information – It's possible that the Client and the Contractor each have access to confidential information that belongs to third parties. The Client and the Contractor both promise they will not share confidential information with other parties, unless they are allowed to do so. If either the Client or the Contractor is allowed to share such confidential information with a third-party and does so, the string party promises to notify the other party of such event as well as any special restrictions regarding the given information.

9th – Limitation of Liability

Nothing in this contract shall limit or exclude the liability of either party for death or personal injury caused by the negligence of that party or for fraud. Each party's aggregate liability to the other party, under or in connection with this contract, shall not exceed the total fee paid or payable to the Contractor under this Contract. Moreover, each party's liability under

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Section 2 (Ownership and Licenses) and Section 8 (Confidentiality and Data Protection) shall follow the supra-mentioned liability consequences. In addition, neither party shall be liable to the other for any loss of profits, business revenue, goodwill, anticipated savings, or for any indirect or consequential loss.

10th – Indemnity

1. Overview – This section transfers certain risks between the parties if a third-party sues or goes after the Client or the Contractor or both. For example, if the Client gets sued for something that the Contractor did, then the Client may require the Contractor to help in its defense and/or to reimburse the Client for any losses. Neither the Client nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

2. Client indemnity – In this Contract, the Contractor agrees to indemnify the Client (and its and their affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of:

   1. A breach by the Designer of its obligations under this Contract; or

   2. A breach by the Designer of the promises it is making in Section 5 (Representations).

3. Contractor indemnity – In this Contract, the Client agrees to indemnify the Contractor (and its affiliates and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out: a breach by the Client of its obligations under this Contract.

4. Conduct of claims – In respect of any indemnity claim pursuant to this Section, the indemnified party shall:

   1. Promptly notify the indemnifying party of the relevant claim;

   2. Not make any admission or otherwise compromise or settle the claim; and

   3. Provide the indemnifying party with all such assistance as the indemnifying party may reasonably require in respect of the claim.

11th – General

1. Assignment – This Contract applies only to the Client and the Contractor. The Contractor cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Contractor's permission. This is

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necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

2. Mediation – If a dispute arises about this contract, the parties first must try to settle it through mediation. The parties will agree to the mediator and share the costs of the mediation. Each party agrees to cooperate with the mediator and to try to reach a mutually satisfactory compromise. If the dispute is not resolved in 30 days after one party notifies the other in writing off its desire for mediation, either party may take the matter to court.

3. Modification and waiver – To change anything in this Contract, the Client and the Contractor must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

4. Notices – Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). To avoid confusion, a valid notice is considered received as follows:

    1. If delivered personally, it is considered received immediately;

    2. If delivered by email, it is considered received upon acknowledgement of receipt;

    3. If delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered.

5. Severability – This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

6. Third-party rights – A person who is not a party to this contract shall not have any rights to enforce any term of this contract.

7. Signatures – The Client and the Contractor must sign this document physically of electronically. Electronic signatures count as originals for all purposes.

8. Governing laws and jurisdiction – The laws of California govern the rights and obligations of the Client and the Contractor (both contractual and non-contractual) under this Contract, without regard to conflict of law principles. Any disputes arising under or in connection with this

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contract, shall be subject to the exclusive jurisdiction of the courts of California.

9. Entire contract – This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties. Nothing in this paragraph excludes either party's liability for fraud.

The parties hereto agree to the foregoing as evidenced by their signatures below.

_____

Porto, [Day] [Month] [Year].

[Our CEO], CEO

Significa, Lda.

_____

[Location], [Day] [Month] [Year].

[Company representative name], [position in Company]

[Company Name]

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