

## TOP.DEV CLIENT AGREEMENT

The parties

- I. Cembranaut GmbH, Ohmstrasse 5, 80802 Munich (<https://www.top.dev>)  
-hereinafter referred to as "Top.dev"-
- II. Company looking to get more information about talent and hire via Top Dev  
- hereinafter referred to as "Client"-

agree to the following terms:

1. **General Information** Top.dev places orders—specifically via its digital marketplace Top.dev—on behalf of its contractual partners in the fields of programming, software, digital media, among others, from contractors of such services. This contract governs the legal relationship between Top.dev and the Client and, partially, the legal relationship between the Talent and Client.
2. **Order Placement and Acceptance** Top.dev is not under any obligation to provide the Client with Talent. The Client is not under any obligation to submit order requests. If the Client submits a contract request, it must describe the required service in sufficient detail, in particular in terms of the required activity, required qualification, duration, start and end of the service, so that the Talent can check whether it is capable of providing such service. If the Client receives a priced offer from a Talent from Top.dev, it must inform Top.dev within 24 hours whether it is placing the order under such conditions. Top.dev does not act as a representative in its own name with regard to the order but exclusively as a representative in the name of the Talent. When an order is placed, a service contract is agreed between the Client and the Talent. The Talent is responsible for providing the agreed services, not for creating a specific work. Top.dev does not become a contractual partner of this contract of service; it merely assumes the processing of payment in accordance with section 5.
3. **Privacy** Top.dev has made the following agreement with the Talent: "The Talent agrees to keep secret all business and company information and any other confidential information of potential contracting parties, which have become accessible to the Talent as a result of any order negotiations and/or execution, as well as not to exploit such information or disclose it to third parties without the prior consent of the respective Client. The same shall apply to all information and documents disclosed to the Talent in this same context." The aforementioned obligations also apply to Top.dev and the Client reciprocally with respect to each other's secrets, information, knowledge, and documents.
4. **Non-Solicitation** During the term of this Agreement and for twelve (12) months thereafter, the Client will not, directly or indirectly, encourage or solicit to hire, or otherwise hire or engage for performance of services (excluding the order hereunder) any Talent of Top.dev who the Client becomes aware of in connection with this Agreement. Client also agrees that it will not refer such Talent directly to subsidiaries, parent companies, partnerships, holdings or investors related to the Client without processing such request through Top.dev's Client intake processes. The client also agrees that it will not induce any such Talent to recruit or refer Talent of any kind to the Client or third parties nor will the Client cooperate with any efforts of such Talent to do the same.
5. **Payment Processing** Payment processing is solely handled by Top.dev. The Client shall receive an invoice for the services received every two weeks. Invoices are due within one week of receipt. The payments are to be transferred exclusively to the account of Top.dev.

- 6. Work Results and Rights of Use** Top.dev has made the following agreement with the Talent: "All rights resulting from the execution of the order, in particular rights of use arising from copyrights or the right to change the work results are exclusively reserved to the Client without any material, temporal or spatial restrictions. Any rights that may result for the Talent are to be transferred to the Client and compensated with the remuneration agreed in the project contract. This applies accordingly to rights to incomplete works or partial results of the work. The client is not bound to designate the Talent as the creator of the developed program if an independently separable software program has been developed. Mandatory provisions of the copyright law shall remain unaffected".
- 7. Term of Contract** This contract is valid indefinitely. The ordinary cancellation period for both parties is four weeks before the end of the month. The right to extraordinary cancellation for a good cause remains unaffected. The termination requires a written form to be binding. The non-disclosure and non-solicitation agreement, in accordance with sections 3 and 4, shall remain unaffected by the termination of the contract.
- 8. Liability** The liability of Top.dev and its legal representatives, employees, agents, and subcontractors shall be excluded for all cases of contractual, pre-contractual, or statutory claims for damages. Exclusion and limitation of liability in this contract do not apply to intent and gross negligence, as well as to liability for damages resulting from injury to life, body or health which are based on an intentional or negligent infringement of duty by Top.dev or an intentional or negligent infringement of duty by a legal representative or subcontractor of Top.dev, as well as in the event of an infringement of any contractual obligation (the fulfillment of such obligation is essential for the proper execution of the contract and on the compliance with which the contractual partner regularly relies and may rely.) The provisions of the German Product Liability Act shall remain unaffected.
- 9. Contractual Penalty** The Client agrees to pay Top.dev an appropriate contractual penalty for each case of negligent infringement of one of the agreements referred to in clauses 3 and 4. The amount of the contractual penalty shall be determined by Top.dev at its reasonable discretion and may be reviewed by the court having jurisdiction in the event of a dispute. Other claims, in particular claims for injunctive relief and any claims for damages, to which the contractual penalty shall be credited, shall remain unaffected by this.
- 10. Place of Jurisdiction/Applicable Law** German law shall apply exclusively to the exclusion of its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. In case the Client is a business person, a legal entity under public law or a special fund under public law or if it does not have a place of jurisdiction within the scope of German law or if its domicile or habitual residence is not known at the time the claim is raised or if it has moved its domicile or habitual residence outside the scope of German law after conclusion of the contract, Munich shall be agreed as the exclusive place of jurisdiction.
- 11. Other** If any provision of this contract is or becomes legally invalid, the validity of the remaining provisions shall not be affected thereby. There are no additional contracts. Amendments, supplements, and the cancellation of this contract must be made in writing to be effective. Section 7, clause 4, remains unaffected.