

## Termination Agreement

This Termination Agreement (the "Agreement") is entered into this 8 of March, 2023 (the "Effective Date"), between:

**Company:** [REDACTED]

AND

**Independent Contractor:** [REDACTED]

WHEREAS, [REDACTED] Studio and Contractor entered into a Contractor Agreement dated February 15, 2022 (the "Contract"), pursuant to which Contractor agreed to perform services such as web development, quality testing and project management to [REDACTED] Studio.

WHEREAS, the Parties desire to terminate the Contract pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

### 1. Termination of the Contract.

The Parties mutually agree that Contractor Agreement shall be terminated on March 10, 2023 (the "Termination Date"). The Contract will terminate according to the terms as set forth therein.

### 2. Release.

- (i) In consideration for the terms set forth in this Termination Agreement, Contractor hereby releases [REDACTED] Studio and its Affiliates and the directors, officers and employees from any and all claims, actions, causes of action, liabilities, damages, judgements and demands of any kind, whether known or unknown that the [REDACTED] Studio had, has, may have or ever claim to have against Contractor, under or directly or indirectly related to the Agreement.
- (ii) In consideration for the terms set forth in this Termination Agreement, [REDACTED] Studio on behalf of itself and its Affiliates, and the directors, officers, shareholders and employees of such entities and the successors and assigns of the foregoing, hereby releases Contractor from any and all claims, actions, causes of action, liabilities, damages, and demands of any kind, whether known or unknown that Contractor had, has, may have or ever claim to have against [REDACTED] Studio, under or directly or indirectly related to the Agreement

### 3. Effect of Termination on Contract.

Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under section 3 (“Nondisclosure and Assignment”) of the Contractor Agreement shall survive the termination of the Contract pursuant to the terms and conditions as set forth therein.

Section 3 Nondisclosure and Assignment (Contractor Agreement):

*(a) Freelancer understands that, in connection with its engagement with Company, it may receive, produce, or otherwise be exposed to Company’s trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered being confidential by Company, and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by Freelancer under this Agreement), in addition to all information Company receives from others under an obligation of confidentiality (individually and collectively “Confidential Information”).*

*(b) Freelancer acknowledges that the Confidential Information is the Company’s sole, exclusive and extremely valuable property. Accordingly, Freelancer agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without Company’s prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to Company employees and Freelancer Employees who need to know such Confidential Information in order to perform the Services. Freelancer shall require such Freelancer Employees to execute a non-disclosure agreement satisfactory to the Company before such Freelancer Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, Freelancer agrees to cease using and to return to Company all whole and partial copies and derivatives of the Confidential Information, whether in Freelancer’s possession or under Freelancer’s direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all Freelancer Employees.*

*(c) Freelancer shall not disclose or otherwise make available to Company in any manner any confidential and proprietary information received by Freelancer from third parties. Freelancer warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by Freelancer with any other party.*

*(d) Freelancer agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of Company. Freelancer agrees to promptly*

*disclose and describe to Company all Company Innovations. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether protectable under copyright laws), trade secrets, know-how, ideas (whether protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. "Company Innovations" means Innovations that Freelancer, solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice under the Services.*

**(1)** *Freelancer hereby does and will irrevocably assign to Company or Company's designee all of Freelancer's right, title and interest in and to any and all Company Innovations and all associated records. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by Freelancer to Company, Freelancer hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by Freelancer to Company, Freelancer hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against Company, any of Company's successors in interest, or any of Company's customers.*

**(2)** *Freelancer agrees to perform, during and after the term of this Agreement, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure Freelancer's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement, Freelancer hereby irrevocably designates and appoints Company and Company's duly authorized officers and agents as Freelancer's agents and attorneys-in-fact to act for and on Freelancer's behalf and instead of Freelancer to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Company Innovations, all with the same legal force and effect as if executed by Freelancer. The foregoing is deemed a power coupled with an interest and is irrevocable.*

**(3)** *If Freelancer incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of the Innovation, to Company's business or actual or*

*demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by Freelancer (solely or jointly) either unrelated to Freelancer's work for Company under this Agreement or prior to the Effective Date (collectively, the "Out-of-Scope Innovations") into any of the Company Innovations, then Freelancer hereby grants to Company and Company's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sub-licensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to the Out-of-Scope Innovations. Notwithstanding the foregoing, Freelancer agrees that Freelancer shall not*

*incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without Company's prior written consent.*

#### **4. Payment.**

The Parties have agreed to the following:

- a) Contractor will be paid for the past month (February, 2023) - €1,500.
- b) Contractor will be paid for the proportion of working days in March - €521
- c) Contractor will either accept part of the payment as a MacBook Air (company's laptop), which according to the Contractor costs around €1,452, or the Contractor has the option to buy it from the company.

#### **5. Cooperation between the Parties.**

Each Party shall fully cooperate with the other Party with respect to the performance of this Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Agreement and to evidence the termination of the Contract and to release all obligations and liabilities of the Parties thereunder.

#### **6. Obligations.**

Contractor confirms that by the Termination Date will upload all the source file to the Company's drive and delete them from personal computer, laptop, mobile phone and other devices as same as to destroy all printed copies, sketches, work in progress files.

#### **7. Prohibition of direct engagement.**

The Contractor acknowledges and agrees that after Termination of this Agreement within 12 (twelve) months; it is strictly prohibited to establish any contractual relationship with any client of █████ Studio that Contractor has provided services while working for █████ Studio as an independent contractor.

**8. Contractual Penalty.**

Contractor recognizes and agrees in the event of a breach of section 7, Contractor shall pay to [REDACTED] Studio a contractual penalty in the amount of EUR 5,000 (in words: five thousand Euros) for each contractual relationship. For the avoidance of doubt, the foregoing contractual penalty shall apply for each such contractual agreement between the Contractor and a customer of [REDACTED] Studio.

**9. Governing Law.**

The laws of the Estonia govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement.

In witness whereof, the Parties have duly affixed their signatures as set forth below:

[REDACTED]

**Company - Representative**

[REDACTED]

**Independent Contractor**

\_\_\_\_\_

**Date**

**Mar 9, 2023**

\_\_\_\_\_

**Date**