

Contract "Freelancer"

Contract No.

Between

Optimissimi LTD

MOSFILOVOUNOU, 6, PERISTERONA

8810 - PAPHOS

Cyprus

(Client)

And

(Contractor)

The following contract will be concluded starting from

Preamble

The agency mediates contracts with a client in the field of internet services with home office agents. The clients of the client offer various content through different platforms in the form of communication and consulting services. The contractor will receive customer project-related messages on the client's platform at pre-agreed times in their own chosen premises. The contractor is in a freelance contractual relationship with the client, limited exclusively to communication and consulting services provided by the contractor themselves. The tasks of the agency consist of invoicing the service on behalf of the contractor to the client, representing the interests of the contractor to the client concerning proper invoicing of the service. The client intends to have customer project-related messages received by the contractor. The forwarding of these customer project-related messages to the contractor is done through the platform provided by the client. Instructions for carrying out the assignment are given directly by the client. The instructions of the client are to be followed. In order to accept the client's instructions, the agents must have a Skype ID, provide it to the client, and be available to the client at any time during the fulfillment of the assignment through their Skype access. The conclusion of the contract between the agency and the contractor does not establish an employment relationship nor does it recognize the conditions for the contractor to be considered as an employee-like person or their activity as such. The rights and obligations of the contractor are based solely on this contract. No further dependence is established. The contracting parties also agree that no socially insured employment relationship should be established between them.

In view of the above, the contracting parties agree to the following:

§ 1 – Description of Activities and Tasks of the Contractor

The contractor undertakes to adhere to the agreed-upon deadlines with the client and process the customer project-related messages forwarded to them by the client's customers in accordance with the client's specifications.

The customer project-related messages redirected by the client's customers are to be handled by the contractor based on the provisions set forth in § 2 below.

The contractor is otherwise free in the design of their activities. In particular, the contractor determines the length and duration of their activities. The contractor is obliged to carry out these activities at premises of their own choice.

The contractor works as a freelancer. In performing the assigned tasks, they are generally not subject to instructions from the client, particularly regarding the location and timing of their activities. The contractor is entitled to work for other clients or an employer as well. The contractor may decline participation in projects.

The contractor acknowledges and agrees with the other party that, in order to maintain the necessary professionalism in the sensitive field of communication and consulting services and to ensure the high quality of services provided by the client, it is essential to strictly comply with the following legally required provisions and guidelines under the laws of the Republic of Cyprus, including but not limited to:

- **Article 47, Criminal Code (Cap. 154)** – Offenses relating to public order, including incitement to commit crimes.
- **Articles 49–51, Criminal Code (Cap. 154)** – Offenses relating to sedition and incitement against communities or groups.
- **Article 68, Criminal Code (Cap. 154)** – Offenses relating to obscene publications and indecent material.
- **Law 91(I)/2014 on the Prevention and Combating of Sexual Abuse, Sexual Exploitation of Children and Child Pornography.**
- **Narcotic Drugs and Psychotropic Substances Law, Cap. 154 & Law 29/77** – Offenses relating to illegal drugs and controlled substances.
- **Betting Law of 2012 (Law 106(I)/2012, as amended)** – Regulation and prohibition of illegal betting and gambling activities.
- **Prevention and Suppression of Money Laundering and Terrorist Financing Law of 2007 (Law 188(I)/2007, as amended).**

The contractor must refrain from any conduct that may constitute a criminal offense under Cypriot law or otherwise compromise the client's compliance with applicable national and EU legislation.

§ 2 - Conversation Content

1. The contractor is free to determine the content of the conversations, while adhering to the prescribed rules. They are specifically entitled to terminate a dialogue at any time or transfer it to another controller ready to continue the conversation; however, they must provide plausible reasons upon request. The contractor ensures that no corresponding content mentioned in the above paragraph 4 is offered or provided for

use. Furthermore, the contractor explicitly acknowledges that they must not provide information that deviates from the client's guidelines.

§ 3 - Confidentiality

1. The contractor undertakes to maintain confidentiality towards third parties regarding all trade secrets that come to their knowledge during their collaboration with the agency and the client and to treat all related information and documents confidentially, unless the contractor is legally or officially obliged to disclose such information. The duty of care and confidentiality shall continue even after the termination of the contract.
2. If the contractor violates the confidentiality obligation defined in the preceding paragraph, they shall pay a contractual penalty of €6,350.00 to the agency for each case of infringement. This applies only if the contractual penalty has been imposed by the client and withstands legal examination. In the event of repeated violations, each offense shall be considered a separate violation. However, the right of the client to demand injunctive relief and compensation for damages shall not be affected. The forfeited contractual penalty shall be credited towards the claim for damages.

§ 4 - Data Protection

1. The contractor undertakes to preserve the anonymity of the clients. In the event of a violation, the contractor is obliged to pay a contractual penalty of €10,000.00 to the agency, to the extent that it has been imposed by the client and withstands legal examination. The private collection and storage of personal data from customer projects are prohibited. Furthermore, the responsibility for safeguarding the rights of the data subjects within the meaning of the Federal Data Protection Act lies with the client or the clients of the client. When handling personal data according to § 1 (2) of the Federal Data Protection Act, the provisions of § 11 of the Federal Data Protection Act (Processing or Use of Personal Data on Behalf) shall be followed. The contractor further undertakes to disclose only the information authorized by the client about the client (i.e., company name, address, phone number, etc.) to callers.
2. The contractor undertakes to refrain from any personal contact with business and cooperation partners of the agency and the client. In the event of a violation, the contractor is obliged to pay a contractual penalty of €10,000.00 to the agency, to the extent that it has been imposed by the client and withstands legal examination. In the case of repeated violations, each offense shall be considered a separate violation. This agreement shall also remain in effect beyond the termination of the contract.

§ 5 - Remuneration & Payment

1. The remuneration claim of the contractor is based solely on the number of customer project-related messages received by the contractor on the client's platform. The basis for invoicing is exclusively the client's statistics. The amount of remuneration depends on the respective assignment and can range from €0,10 to €0,14 per sent/received message. This depends on whether the chat is paid based on received or sent messages. There may also be bonus remuneration and higher compensation depending on the chat portal.

2. The statistical evaluations of the client are decisive for the contractor's remuneration claim. These data will be promptly transmitted to the contractor by the client. (If the contractor does not object to the evaluations within 3 working days of receipt, they shall be deemed approved).
3. There will be no reimbursement of costs for the contractor's operating resources. Claims for paid vacation or continued payment of fees in the event of accidents, illness, or technical defects on the part of the chat portals are excluded and do not exist.
4. Payments within the EU but outside of Cyprus are subject to the reverse charge procedure. The contractor is responsible for commercial and tax matters and was verbally informed of this before commencing work.
5. Payments will be made starting from an earned revenue of €50.00. The sum applies to each chat separately. If the required payout amount of €50.00 is not reached in a given month, it will be carried over to the next month until the amount of €50.00 is reached. In the event of contract termination by termination in the first business month, the last invoice amount will only be paid if it exceeds €50.00. Amounts below that will expire. Payment will also be forfeited in the event of contract termination due to data misuse, persistent disregard by the independent contractors for the rules, or impossible contact attempts for 14 days, in writing and/or by phone (via Discord). If payment cannot be made to the contractor due to the operators failure to pay the agency, the contractor hereby agrees not to receive payment and may take legal action against the operator. In the event of non-payment by the aforementioned parties, the client undertakes to provide written clarification to the contractor that no payment has been made by the operator to the agency and will also provide the contact details of the respective contracting party for claims.
6. The agency calculates the customer project-related messages based on the connection data provided by the client on a monthly basis, starting from the 1st of the following month, and invoices the client accordingly, providing the respective invoices with all customary invoice details. **6.1 Payment deadline:** The transfer of the remuneration paid by the client is made immediately upon receipt into the agency's account. The agency undertakes to settle the corresponding invoices/credit notes with the contractor no later than the 15th of the following month. The contractor will receive a monthly payment for the invoiced service. An early payment by the client is at their discretion.
7. The contractor must send their bank details by email to: finance@hello-chat.eu. Without bank details, the client cannot make payments. There is no cash payment option. The contractor MUST forward a SEPA IBAN Bank Account. We can only payout to EU BANK ACCOUNTS in the name of the contractor.
8. In case of persistent spelling errors, messages written in all capital letters, ignoring the shift schedule, copy-paste messages, or misconduct towards colleagues, the contract will be canceled, and the amount of remuneration will be determined by the operator or the agency Hello Chat.
9. In case of defamation or derogatory remarks about the agency, the portal, the operator, or other business partners or stakeholders, all outstanding remunerations will be withheld and not paid out.
10. If the contractor sells or shares the login data with other persons, then the account will be closed and the contractor agrees not to be paid. Logins are only allowed from the countries which has been agreed on. Should the contractor wish to work from other destinations, then the contractor must inform the client beforehand.

§ 6 - Duration of Contract and Termination

1. The contract shall enter into force upon its signing and shall be concluded for an indefinite period.
2. This contract may be terminated by both parties without notice. Termination must be made in writing. Compliance with the notice period shall depend on the receipt of the termination by the party receiving the declaration, rather than on the sending of the termination.
3. The right to terminate the contract with immediate effect for important reasons shall remain unaffected for both parties. This right exists in particular in the following cases: 4.1. The contractor providing information to customers about their earnings and financial motivation. 4.2. The contractor providing information to customers about other projects, work or other contractual relationships of the contractor.

§ 7 - Other Agreements

1. There are no oral side agreements to this agreement.
2. Any changes and additions to the contract require written form to be effective. The waiver of the written form requirement also requires written form to be effective.
3. Additional processing orders and additional services are possible by mutual agreement and require separate written supplements.
4. If any provision of this agreement is or becomes invalid, the validity of the contract as a whole shall not be affected thereby. Instead, the contracting parties undertake to replace the invalid contractual provision as soon as possible with a provision that comes closest to the economically intended purpose of the invalid provision. The same applies if a gap in the agreement becomes apparent after its conclusion.
5. No liability is assumed by the principal and the agency for any system failures and technical defects. Furthermore, the liability of the principal is limited to intent and gross negligence.
6. The contractor is solely responsible for tax and social security contributions, expressly excluding the responsibility of the principal or the agency. It is expressly pointed out that social security contributions or taxes may need to be paid for this activity. The contractor is recommended and advised to obtain appropriate information on this matter.
- 7. Liability and Insurance**
8. If the contractor suffers physical or property damage during the performance of their work for reasons not attributable to the principal, such claims for compensation against the principal are excluded. This exclusion applies irrespective of any potential liability under the Civil Wrongs Law, Cap. 148, the Contract Law, Cap. 149, or any other applicable legislation of the Republic of Cyprus.
9. As the contractor operates from their own premises/office and bears responsibility for their own working environment, the principal shall not be liable for accidents, damage, or losses incurred by the contractor in connection with the performance of the contract.
10. The principal advises the contractor to independently obtain appropriate accident and liability insurance. The reimbursement of insurance premiums is expressly excluded by the principal.

11. The contractor must assert all claims arising from individual projects based on this agreement in writing within a period of six weeks from their due date and, if necessary, file a lawsuit within a period of two months after their refusal by the principal.
12. If the contractor fails to comply with any of the contractual provisions, they shall be liable for damages, including joint and several liability for third parties. Furthermore, the principal reserves the right, in the event of a breach of contract, not to pay for services rendered in the respective month, which is considered equivalent to compensation. In this case, the agency will also not settle any revenues generated by the contractor.
13. The contractor agrees that all necessary data concerning them will be stored electronically and, if necessary, transmitted to the chat operators while maintaining confidentiality.
14. Furthermore, the regulations in the various chat portals provided by the principal to the contractor shall apply. If these or any of the contractual provisions are not complied with, the principal reserves the right to permanently exclude the contractor from the chat and/or the agency.
15. In the case of defamation or denigration of the agency, the portal, the operator, or other business partners or participants, the contractor must pay a penalty of €3000 to the agency. This applies to all social media, Discord and MS Teams groups, media, emails, WhatsApp, and communication platforms of any kind.

J. Hessing
(Client)
Paphos, d. 01.01.2025

d.
(Contractor)
Read, understood, and agreed