



## THE KNIGHTS OF UNITY

### SOFTWARE DEVELOPMENT AGREEMENT

This Software Development Agreement (“*Agreement*”) is entered into as of **<date>** (the “*Effective Date*”), between **<company\_name>**, a **<state\_or\_country>** company having its principal place of business at **<company\_address>**, VAT-EU: **<fill\_if\_applicable>** (“*COMPANY*”), and **The Knights of Unity Sp. z o.o.**, a **Wroclaw, Poland** company having its principal place of business at **Jedności Narodowej 45B, 50-260 Wroclaw**, VAT-EU: **PL8982236807**, REGON: **368295616**, KRS: **0000695250** (“*THE KNIGHTS*”).

COMPANY and THE KNIGHTS desire to have THE KNIGHTS perform services for COMPANY, subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

#### 1. SERVICES.

1.1 Statements of Work. From time to time, COMPANY and THE KNIGHTS may execute one or more statements of work, substantially in the form attached hereto as Exhibit A, that describe the specific services to be performed by THE KNIGHTS (as executed, a “*Statement of Work*”). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein.

1.2 Performance of Services. THE KNIGHTS will perform the services described in each Statement of Work (the “*Services*”) in a time-and-material manner, following the terms and conditions set forth in each such Statement of Work and this Agreement.

1.3 Ownership. COMPANY shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by THE KNIGHTS during the term of this Agreement that are

described in the specification. THE KNIGHTS shall keep all rights (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world) to the tools they develop internally during the term of this Agreement that are not a part of the Statement of Work.

#### 2. PAYMENT

2.1 Fees. As THE KNIGHTS’ sole compensation for the Services, COMPANY will pay THE KNIGHTS the fees specified in the Exhibit A.

2.2 Payment Terms. Unless otherwise provided in a Statement of Work, THE KNIGHTS will invoice the COMPANY on a weekly basis, based on the number of work hours logged on Jira. The COMPANY will pay the full amount of each such invoice within **five (5) business days** following receipt thereof.

2.3 Late payment. In case of late payment, THE KNIGHTS are entitled to pause the development until all payment due is covered. In such case, any deadlines agreed in Exhibit A are extended by the number of days the payment is due. If the payment is due longer than 5 business days, the COMPANY agrees to pay THE KNIGHTS a Late Payment Penalty

Fee of **50 USD** for each day extending the payment due date on the invoice, until the full amount on invoice is paid. THE KNIGHTS will invoice COMPANY all penalty fees every two weeks after the payment due date.

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Independent Contractor. THE KNIGHTS are an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between COMPANY and THE KNIGHTS or any THE KNIGHTS Personnel. THE KNIGHTS will perform Services under the general direction of COMPANY, but THE KNIGHTS will determine, in THE KNIGHTS' sole discretion, the manner and means by which Services are accomplished, subject to the requirement that THE KNIGHTS will at all times comply with applicable law.

3.2 Taxes and Employee Benefits. THE KNIGHTS will report to all applicable government agencies as income all compensation received by THE KNIGHTS pursuant to this Agreement. THE KNIGHTS will be solely responsible for the payment of all compensation to all THE KNIGHTS Personnel, as well as for payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance or similar items required by any government agency.

3.3 Non-solicitation. COMPANY agrees that without expressed written consent, at all times while COMPANY is employing the services of THE KNIGHTS and for two (2) years after contract period terminates, COMPANY will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venturer, investor, lender, consultant or any other capacity whatsoever: solicit, divert hire, retain (including as a consultant) or encourage to leave the employment or contract period of THE KNIGHTS and any employee or contractor of THE KNIGHTS, or any former employee of THE KNIGHTS who has left the employment or contract period of THE KNIGHTS within two (2) years prior to such hiring or retention. In case of any violation of the non-solicitation clause, COMPANY agrees to pay THE KNIGHTS liquidated damages in the amount of 200 000 USD per breach.

3.4 Liability Insurance. THE KNIGHTS acknowledge that COMPANY will not carry any liability insurance on behalf of THE KNIGHTS. THE KNIGHTS will maintain in force adequate liability insurance to protect THE KNIGHTS from: (i) claims under workers' compensation and state disability acts; and (ii) claims of personal injury (or death) or tangible or intangible property damage (including loss of use) that arise out of any act or omission of THE KNIGHTS or any THE KNIGHTS Personnel.

3.5 Portfolio sharing. THE KNIGHTS have the right to put the title and icon of the project on THE KNIGHTS internet website once the project is complete and published.

### **4. WARRANTIES**

4.1 Performance Standard. THE KNIGHTS represent and warrant that Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Services.

### **5. TERM AND TERMINATION**

5.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as THE KNIGHTS is performing Services.

5.2 Termination for Breach. Either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party.

5.3 Effect of Termination. Upon the expiration or termination of this Agreement for any reason: (i) THE KNIGHTS will promptly deliver to COMPANY all THE KNIGHTS Work Product, including all work in progress on any THE KNIGHTS Work Product not previously delivered to COMPANY, if any; (ii) COMPANY will pay THE KNIGHTS any accrued but unpaid fees due and payable to THE KNIGHTS pursuant to Section 2.

**6. GENERAL**

6.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of Poland, Europe. Any legal action or

proceeding arising under this Agreement will be brought exclusively in the courts located in Poland, Europe and the parties irrevocably consent to the personal jurisdiction and venue therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COMPANY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE KNIGHTS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Co-owner  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Co-owner  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK

This Statement of Work Number is issued under and subject to all of the terms and conditions of the Consulting Agreement dated as of <date>, between <company\_name> ("COMPANY") and **The Knights of Unity Sp z o.o.** ("THE KNIGHTS").

#### 1. Description of Services

Perform software development of the project codename <codename>

#### 2. Payment Terms

Hourly, <rate> per hour, with a **minimum of 900 USD per week per developer** as a developer reservation fee, minus 180 USD per each day the developer is unavailable for work in the invoiced week. Paid every week until COMPANY informs THE KNIGHTS to end the contract (covering the outstanding non-paid hours) or when COMPANY signs the Acceptance Protocol for the project.

We accept three payment options:

Option 1) TransferWise (<https://transferwise.com/>) – *this method has the lowest fees*

A/C. NAME: The Knights of Unity sp. z o.o.  
A/C. NO.: PL 12 1140 2004 0000 3102 7710 4363  
BANK NAME & BRANCH: MBANK S.A.  
SWIFT Code: BREXPLWMBK  
Routing Code: 11402004

Option 2) Wire transfer – *SWIFT transaction code "OUR", client covers the bank transfer fees*

A/C. NAME: The Knights of Unity sp. z o.o.  
A/C. NO.: PL 32 1140 2004 0000 3412 0599 8457  
BANK NAME & BRANCH: MBANK S.A.  
SWIFT Code: BREXPLWMBK  
Routing Code: 11402004

#### 3. Detailed Description of Work:

THE KNIGHTS will perform the work described in the estimate sheet, based on the project specification.

Link to the project specification:

AGREED AS OF <date>

**COMPANY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE KNIGHTS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Co-owner

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Co-owner

Date: \_\_\_\_\_

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