

Contract for Work and Services

concluded between

..... as the party of the first part, hereinafter referred to as the customer,

and

..... as the party of the second part, hereinafter referred to as the contractor.

1. Beginning and Scope of the Contract/Exclusion of Regularity

Both parties hereby declare that the contractor does not work for the customer on a regular basis. The period of time during which the contractor shall perform work for or provide services to the customer shall be as follows:

a) Beginning of work or services: (Date)

b) Conclusion of work or services: (Date optional) Delivery of completed work to the customer

2. Delivery of Completed Work

The work shall be considered accepted if the customer does not demand improvement within 14 days after accepting delivery. Subsequent improvement shall be provided by the contractor at no charge.

3. Description of Work or Service

The contractor obligates him or herself to perform the work or service as described below:

.....
.....

4. Completion of Work or Service

Right to Find a Replacement: The contractor shall have the right to find a suitable person or persons who will perform the work or service. This will not involve penalties of any kind.

Responsibility: This contract covers a non-recurrent and temporary legal relationship. As it will expire automatically at performance or completion of the work or service, no special action is required for termination.

Exclusion of a Permanent Relationship: This contract does not provide grounds for integration of the contractor into the customer's organization.

The work or services performed by the contractor shall be provided on a freelance basis and on his or her sole responsibility. All materials shall be provided by the contractor.

The contractor shall have no obligations with regard to a specific period of time. There will be no set working hours or specific workplace to the extent that this is not made necessary by the work or service involved.

5. Dependence of Contractor on Customer

The contractor shall provide or perform the specified work or service on a freelance and personally independent basis.

6. Invoicing and Acceptance of the Work or Service

The contractor shall invoice the work or services he or she has provided in the form of a previously determined lump sum of (plus % turnover tax if applicable).

There shall be no claim to additional payments or fees.

Reimbursement of expenses requires proof in the form of original receipts or precise lists of the kilometers driven. Lump-sum reimbursements will be added to the compensation for services rendered.

If the contractor is a "Kleinunternehmer" as defined in the law regarding turnover tax (UStG), turnover tax shall not be calculated or included on the invoice.

7. Responsibility of Contractor

The contractor shall be responsible for performance of this contract.

8. Legal Basis

The contractor confirms that this Contract for Work and Services is not subject to legal fees, wage and salary tax, or social insurance as defined by Para. 1151 of the general civil code (ABGB), and as a result, the legal provisions regarding employee protection, especially those relating to sickness, shall not apply. The contractor shall be responsible for paying all applicable taxes.

9. Notes Regarding Labor Law

Labor law, especially those regulations relating to salaried employees, are not applicable to this contract. There shall be no claim to severance pay , etc. at termination of the contractual relationship.

10. Determination of Tax Liability

The contractor hereby declares that he or she, on the grounds of residence in Austria, is subject to unlimited tax liability and that, when the tax-assessment limits are exceeded, will inform the responsible tax authorities of his or her earnings and turnover.

11. Remuneration

The fee shall be paid after presentation of the invoice. The invoice shall be presented after delivery of the work or acceptance of the work or service by the customer.

12. Miscellaneous

Place of performance and exclusive jurisdiction is Vienna. Austrian law only shall apply.

.....
Customer

.....
Contractor

Place, Date:

Contract for Work and Services

Contractor:

Customer:

INVOICE:

City/Date:

Work or services provided as specified in the Contract for Work and Services (on a freelance basis, no set working hours and full entrepreneurial risk, use of contractor's materials, etc. and including a general right to employ a replacement):

Net fee: €
Cash expenditures as per enclosures
Subtotal
Turnover tax of 20%
Total

Place of performance:

Time period:

Start:

Finish:

Materials, tools, etc. necessary for performance

provided by contractor

Customer's authority to instruct

none

Right to employ a replacement

yes

Competition clause

unlimited

Contractor's signature