WHITE-LABEL DEVELOPMENT SERVICES AGREEMENT

Between Aleš Gaber s.p. and the Agency named below

This White-Label Development Services Agreement (the "**Agreement**") is entered into as of **[DATE]** between:

Aleš Gaber s.p., a sole proprietorship registered in Slovenia, **[ADDRESS]**, VAT ID **[SI VAT NUMBER]** ("**Developer**"); and

[AGENCY LEGAL NAME], a **[STATE]** **[ENTITY TYPE]**, **[ADDRESS]** ("**Agency**").

1. Services

Developer will provide web and e-commerce development services to Agency as described in one or more written statements of work, briefs, or written task descriptions agreed by both Parties (each, a "SOW"). Each SOW is governed by this Agreement. Where a SOW conflicts with this Agreement, the SOW controls only as to scope, schedule and fees, and only where it expressly states an intention to override.

Developer will perform the Services with the skill and care reasonably expected of an experienced professional developer, in accordance with any coding standards, environments and processes reasonably specified by Agency in the SOW.

2. Independent Contractor

Developer is an independent contractor, not an employee, partner, agent or joint venturer of Agency. Developer determines the manner and means of performing the Services, supplies its own equipment, and is free to provide services to others. Developer is solely responsible for its own taxes, social contributions and insurance in Slovenia and elsewhere as applicable.

Developer is a non-U.S. person for U.S. tax purposes and will provide Agency with a completed IRS Form W-8BEN (or W-8BEN-E, as applicable) on request. The Services are performed outside the United States. Agency shall not withhold U.S. tax from payments except where required by law after receipt of that form.

3. White-Label Obligations

Developer is engaged on a white-label basis. Accordingly, Developer shall:

- not contact, solicit or communicate with Agency's end clients, directly or indirectly, without Agency's prior written authorisation — all communication flows through Agency;
- not include its name, business name, logo, URL, contact details or any other identifying reference in any deliverable, including code comments, file metadata, commit authorship where Agency provides its own repository, README files, credits, admin panels, or staging or preview URLs;
- not publish, display or reference any deliverable, client name, client logo, or screenshot in any portfolio, website, case study, social media post or marketing material;
- present as part of Agency's team where Agency reasonably requires it, including using an Agency-provided email address, project management seat or repository account.

Nothing in this Section prevents Developer from describing, in general and fully anonymised terms, the type of work performed (for example, platform, technology and category of problem solved), provided the description does not name, depict, or reasonably permit identification of Agency or any end client.

4. Fees and Payment

Fees are as set out in the applicable SOW, on one of the following bases:

- First task: USD 500, fixed scope and fixed price, credited against the first month of any retainer commenced within sixty (60) days of delivery.
- Retainer, 20 hours per month: USD 1,500 per month.
- Retainer, 40 hours per month: USD 2,800 per month.
- Overflow and ad-hoc work: USD 85 per hour, billed in fifteen (15) minute increments.

Retainer fees are payable monthly in advance. Retainer hours are calculated per calendar month; up to five (5) unused hours carry forward to the following month and expire thereafter. Hours used beyond the retainer allowance are billed at the applicable overflow rate unless otherwise agreed in writing in advance.

All amounts are in U.S. dollars and exclusive of any applicable taxes. Invoices are payable within fifteen (15) days of the invoice date. Agency bears its own bank and transfer charges so that Developer receives the full invoiced amount. Undisputed amounts unpaid after the due date accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. Developer may suspend Services on ten (10) days' written notice if undisputed invoices remain unpaid.

Developer is registered for VAT in Slovenia. Services supplied to Agency as a business established outside the European Union are expected to fall outside the scope of Slovenian VAT under the applicable place-of-supply rules; Developer will invoice accordingly and Agency will provide such information about its business status as Developer reasonably requires.

5. Delivery, Acceptance and Revisions

Developer will deliver each item to a staging environment or repository nominated by Agency. Agency has ten (10) business days from delivery to review and provide written notice of any material failure to meet the requirements of the SOW. Deliverables are deemed accepted if no such notice is given within that period, or on first production use, whichever is earlier.

Each fixed-price SOW includes two (2) rounds of revisions addressing material failures to meet the agreed requirements. Work outside the agreed scope, and further revisions, are billed at the applicable overflow rate on written approval.

6. Intellectual Property

Assignment. Effective on Developer's receipt of full payment for the relevant SOW, Developer irrevocably assigns to Agency all right, title and interest worldwide in and to the deliverables created specifically for Agency under that SOW, including all copyright, database rights and other intellectual property rights therein, together with the right to sue for past infringement. Developer will execute any further documents Agency reasonably requests to perfect or record this assignment, at Agency's expense.

Work made for hire. To the extent any deliverable qualifies as a "work made for hire" under 17 U.S.C. § 101, it shall be so deemed and Agency is the author. Where any deliverable does not so qualify, the assignment above applies. This Section is drafted on the basis that assignment, not work-for-hire designation alone, is the operative mechanism.

Moral rights. To the fullest extent permitted by applicable law, Developer waives, and agrees not to assert, any moral rights or rights of attribution or integrity in the deliverables.

Developer background IP. Developer retains ownership of all tools, libraries, frameworks, code snippets, methodologies and know-how created independently of the Services and not specific to Agency or its clients ("Background IP"). Where Background IP is incorporated into a deliverable, Developer grants Agency and its end client a perpetual, worldwide, irrevocable, royalty-free, non-exclusive, sublicensable licence to use, modify, and distribute that Background IP as part of the deliverable. Developer will not incorporate Background IP in a way that prevents Agency or its end client from freely using, modifying, hosting or transferring the deliverable.

Third-party and open-source materials. Developer will not incorporate third-party or open-source components into a deliverable except those under permissive licences (such as MIT, BSD or Apache 2.0) or licences approved by Agency in writing. On request, Developer will provide a list of such components and their licences.

7. Confidentiality

The Mutual Non-Disclosure Agreement between the Parties is incorporated into this Agreement by reference and continues in force. Where that agreement conflicts with this Agreement, this Agreement controls.

8. Data Protection and Security

Where Developer processes personal data on Agency's behalf, Developer acts as a processor and Agency (or its end client) as controller. Developer will process such data only on Agency's documented instructions, keep it confidential, apply appropriate technical and organisational security measures, assist Agency with data subject requests and security incidents so far as reasonably practicable, notify Agency without undue delay on becoming aware of a personal data breach, and delete or return the data on termination. The Parties will enter into a separate data processing agreement where required by applicable law.

Agency will provide access credentials on a least-privilege basis. Developer will store credentials in an encrypted password manager, will not use production data in development environments except where necessary and agreed, and will not transfer client data to any third-party service without Agency's written approval.

9. Warranties

Developer warrants that: (a) the Services will be performed in a professional and workmanlike manner; (b) for thirty (30) days following acceptance, deliverables will operate substantially in accordance with the requirements of the SOW in the environment specified; and (c) to Developer's knowledge, the deliverables do not infringe the intellectual property rights of any third party. Developer's sole obligation, and Agency's exclusive remedy, for breach of warranty (b) is that Developer will correct the non-conformity at no additional charge.

The warranty does not cover defects arising from modifications made by anyone other than Developer, third-party software or plugins not supplied by Developer, hosting or infrastructure outside Developer's control, or changes to the environment after delivery. Except as expressly stated, the Services and deliverables are provided without any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

10. Limitation of Liability

Neither Party is liable for any indirect, incidental, special, consequential, punitive or exemplary damages, or for lost profits, lost revenue, lost data or business interruption, however caused and regardless of the theory of liability, even if advised of the possibility.

Each Party's total aggregate liability arising out of or relating to this Agreement is limited to the total fees paid or payable by Agency to Developer under the applicable SOW during the three (3) months preceding the event giving rise to the claim.

These limitations do not apply to: (a) Developer's obligations under Section 3 (White-Label Obligations); (b) either Party's breach of confidentiality; (c) Agency's obligation to pay fees; or (d) liability that cannot be limited under applicable law, including fraud, wilful misconduct, or death or personal injury caused by negligence.

11. Indemnity

Developer will indemnify Agency against third-party claims that a deliverable, in the form supplied by Developer and excluding Agency-supplied materials, infringes that third party's intellectual property rights, subject to the liability cap in Section 10. Agency will indemnify Developer against third-party claims arising from materials, content, specifications or instructions supplied by Agency or its end clients, or from Agency's use of a deliverable other than as contemplated by the SOW. In each case the indemnified Party must give prompt written notice, allow the indemnifying Party to control the defence, and provide reasonable cooperation.

12. Term and Termination

This Agreement begins on the date first written above and continues until terminated. Either Party may terminate this Agreement, or any retainer, on thirty (30) days' written notice. Either Party may terminate immediately on written notice if the other materially breaches this Agreement and fails to cure within fifteen (15) days of written notice, or becomes insolvent.

On termination: Agency will pay for all Services performed and expenses incurred up to the effective date of termination; Developer will deliver all work in progress, source files, credentials and documentation in its possession; and the assignment in Section 6 takes effect in respect of all deliverables for which payment has been made. Sections 3, 6, 7, 8, 9, 10, 11 and 14 survive termination.

13. Non-Solicitation

During the term and for twelve (12) months afterwards, Developer shall not knowingly solicit or accept direct engagement from any end client of Agency introduced to Developer through this Agreement, without Agency's prior written consent. Neither Party shall solicit for employment any personnel of the other whom it met through this Agreement, except through general advertising not targeted at those individuals.

14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of [[[GOVERNING LAW]]], without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The Parties will first attempt in good faith to resolve any dispute by discussion between senior representatives. Failing resolution within thirty (30) days, the dispute is subject to the exclusive jurisdiction of the courts of [[[VENUE]]].

15. General

Neither Party may assign this Agreement without the other's written consent, except to a successor to all or substantially all of its business. Developer may not subcontract any part of the Services without Agency's prior written consent; where consent is given, Developer remains fully responsible for the subcontractor's performance and shall bind it to obligations no less protective than those in this Agreement, including Sections 3 and 6.

Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, provided it notifies the other promptly and resumes performance as soon as practicable. Notices must be in writing and are effective when sent to the email addresses stated by each Party, with confirmation of receipt.

This Agreement, together with the incorporated Mutual Non-Disclosure Agreement and any SOW, is the entire agreement between the Parties and supersedes all prior discussions on its subject matter. No term of any purchase order, portal terms of use, or other document issued by either Party applies unless expressly agreed in writing. Amendments must be in writing and signed by both Parties. Failure to enforce a provision is not a waiver. If any provision is held unenforceable, it is modified to the minimum extent necessary and the remainder continues in force. This Agreement may be executed in counterparts and by electronic signature.

Agreed and accepted:

For Agency:

Signature: _____ Date: _____

Name: _____

Title: _____

For Developer:

Signature: _____ Date: _____

Name: Aleš Gaber

Title: Owner