



## Marketplace Client Terms

Workfree is a marketplace that connects employers and businesses (the “**Clients**”) with contractors (individuals or companies) (the “**Freelancers**”) providing flexibility in where, how, or when roles are fulfilled. Workfree supports its Clients by providing a marketplace of talented and skilled Freelancers, who have created a Profile on our Platform and are looking for Assignments matching those skills. This enables Clients to have a vast resource of talent for their projects. The way that you use the Platform is governed by these terms. By continuing to use our Platform and using it to seek talent and engage Freelancers and access the content that we upload and share with you, you agree to be bound by our terms and conditions (the “**Conditions**”).

### IT IS AGREED AS FOLLOWS:

#### 1. COMMENCEMENT AND DURATION

- 1.1. In this Agreement the defined terms in this Agreement shall have the meanings set out in the Schedule at the end of this document.
- 1.2. Before a business can register as a Client on the Platform, it must submit a request for access via the Platform. This Agreement is deemed to be accepted by the Client once it has submitted its request for access for itself and /or its Client Personnel to the Platform. Workfree reserves the right to determine which requests to accept.
- 1.3. All use by Clients and their Personnel of the Platform is subject to these Conditions. Clients are responsible for all use of the Platform by their Personnel.
- 1.4. The Client shall provide all information requested by Workfree as part of the Platform registration request or at any time (including for compliance and credit checking).
- 1.5. If Workfree accepts a Client on the Platform, Workfree shall send a Registration Confirmation to the Client, at which point a binding agreement is formed (the “**Marketplace Agreement**”) between Workfree and the Client consisting of these Conditions together with the Policies. Such Marketplace Agreement shall continue unless otherwise terminated per clause 17 and Workfree reserves the right to remove the Client from the Platform at any time.
- 1.6. A Marketplace Agreement shall not enter into force between a Client and Workfree, be legally binding or have any other effect unless Workfree has sent a Registration Confirmation.
- 1.7. Unless otherwise agreed in writing by a director of Workfree, the Marketplace Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral.
- 1.8. No changes to these Conditions are valid or have any effect unless agreed by Workfree and the Client in writing. Workfree reserves the right to vary these Conditions from time to time. Such updated Conditions will be displayed on the Platform and by continuing to use and access the Platform following such changes, the Client agrees to be bound by any variation. It is the Client’s responsibility to check the Conditions from time to time to verify such variations.
- 1.9. For each Assignment agreed between a Client and a Freelancer, a separate business-to-business contract shall be formed between Workfree and the Client governing the delivery of that Assignment (“**Client Contract**”).
- 1.10. A Client Contract shall not enter into force, be legally binding or have any other effect unless the relevant Booking has been agreed between a Client and Freelancer and recorded as such in the Platform.

#### 2. WORKFREE’S OBLIGATIONS

- 2.1. Workfree shall maintain the Platform and shall use reasonable endeavours to provide access to the Clients to the marketplace to find suitable talent. By doing so, Workfree is operating as an employment business for the purposes of the Conduct Regulations. It is not a temporary worker agency, pursuant to regulation 3(2)(b) of the Agency Workers Regulations 2010 (the “**AWR**”) and therefore is not obliged to gather or provide information accordingly.



- 2.2. Workfree shall use reasonable endeavours to keep users of the Platform informed of any scheduled maintenance by placing notices to users on the Platform. Workfree accepts no liability resulting from any user being unable to access the Platform at any time. Clients are bound by Workfree's Acceptable Use Policy (<https://workfree.io/website-acceptable-use-policy>) and Website Terms of Use (<https://workfree.io/website-terms-of-use>) which shall govern the Client's use and access to the Platform.
- 2.3. The Platform provides the means by which a Client may at its absolute discretion post a Brief in the search for a Freelancer. Workfree has no control over the Briefs that may be posted to the Platform or the Freelancer's actions, including the use of the Platform, the types of services provided, the rates charged, or any matters concerning the Assignments which shall be negotiated separately between the Clients and the relevant Freelancer. The Client acknowledges that Freelancers provide services to their clients (including to Clients) through a variety of models entirely at their discretion which will vary depending on the country in which the Freelancer is established; for UK Freelancers this includes as sole traders, via personal services companies, via consultancies and via umbrella companies.
- 2.4. In performing its obligations under the Marketplace Agreement, Workfree shall:
  - 2.4.1. comply with Applicable Law; and
  - 2.4.2. use reasonable endeavours to carry out Verification on Freelancers as part of their registration for the Platform or before the first Booking.

### 3. PLACING BRIEFS AND AGREEING ASSIGNMENTS

- 3.1. The Client shall use the Platform to submit Briefs for potential Assignments. The Client shall then use the Platform to agree on Assignments and conclude Bookings in respect of Freelancers whom the Client engages.
- 3.2. The Client shall at all times comply with all Local Laws ensuring that it will not knowingly or recklessly do, or omit to do, anything which may cause Workfree or Workfree Personnel to be in breach of Local Laws or suffer reputational damage.
- 3.3. The Client shall for each Brief include:
  - 3.3.1. the date on which the Client requires the Freelancer to begin, and the likely duration, where possible, of, the Assignment;
  - 3.3.2. the Assignment the Client seeks to have done, including the type of services someone undertaking such an assignment would be required to provide;
  - 3.3.3. the hours during which, the Freelancer would be required to provide services;
  - 3.3.4. details of any training, qualifications and other authorisations required by the Client, Applicable Law, and any professional body which the Freelancer is required to have to undertake the Assignment;
  - 3.3.5. the target Freelancer Fee the Client has budgeted for;
  - 3.3.6. details of the arrangements for Expenses (if no specific details are provided in the Assignment Details, the Client shall pay the Freelancer Expenses in accordance with the applicable Client Policy and the Freelancer shall claim reimbursement of pre-approved Expenses directly from the Client using its internal procedures);
  - 3.3.7. the number of days advance notice that either the Client or the Freelancer must give to end the Assignment early (the "**Notice Period**"); and
  - 3.3.8. a copy of its Client Undertakings.
- 3.4. If any of the information in clauses 3.3.1 to 3.3.8 changes during agreeing on a Booking, the Client shall update the Brief before proceeding to the Booking stage with any Freelancer.
- 3.5. All Freelancers are separately subject to the Freelancer Terms, which independently govern the use of the Platform by them. The Freelancer Terms require Freelancers to:
  - 3.5.1. execute any Client Undertakings (provided the Freelancer has been provided with a copy by the Client in advance as part of the process of agreeing the Assignment Details);
  - 3.5.2. comply with Local Laws;



- 3.5.3. account for all tax liabilities (including for UK Freelancers corporation tax, PAYE, income tax and National Insurance contributions) where such liability, assessment or claim arises or is made in connection with payments received by Freelancer in respect of any Assignments;
  - 3.5.4. refrain from disclosing any Confidential Information relating to the Client which may be acquired when undertaking the Assignment;
  - 3.5.5. follow all relevant and reasonable Client Policies applicable to the delivery of the Assignment (provided the Freelancer has been made aware of these by the Client in advance as part of the Assignment Details);
  - 3.5.6. treat all Client Personnel with respect and irrespective of their physical appearance, age, sex, marital or family status, health or pregnancy status, sexual orientation or gender identity or expression, religion, religious belief, trade union membership, colour, race, ethnic or national origin or any disability which they may have; and
  - 3.5.7. not bully, harass, or otherwise unlawfully discriminate against any persons.
- 3.6. Freelancers are under no obligation to consider or negotiate any Brief submitted by Clients, and Clients are under no obligation to accept the services of any Freelancers responding to Briefs.
- 3.7. The Client acknowledges that the functionality of the Platform requires Freelancers to provide and/or confirm the following information directly to the Client as part of the Brief response and/or Booking process (and the Client acknowledges that the Platform can only display such information to the extent provided by the Freelancer in their Profile and/or via the Platform):
- 3.7.1. the Freelancer's experience, training, qualifications, and authorisations relevant to the Assignment;
  - 3.7.2. (by responding to the Brief) the Freelancer's willingness to carry out an Assignment;
  - 3.7.3. the Freelancer Fees;
  - 3.7.4. the Assignment Cancellation Fee payable by Client for cancelling the Assignment before it begins (which the Client shall consider and agree in good faith taking into account the start date, length of time committed by Freelancer for the Assignment and the impact late cancellation may have on the Freelancer); and
  - 3.7.5. confirmation that the Freelancer is willing to accept the notice period referred to in clause 3.3.7.
- 3.8. If Workfree and the UK Freelancer have agreed to an Opt Out, Workfree shall inform the Client as part of the Booking process.
- 3.9. If the Client wishes to offer the Freelancer an Assignment following a successful Brief response, the Client must do so by offering Freelancer a Booking via the Platform.
- 3.10. As soon as a Booking offered by the Client is accepted by Freelancer, two separate contracts are formed, each beginning on the Booking date and ending on the last day of the Assignment Period:
- 3.10.1. Client Contract between Workfree and Client under which Workfree agrees to facilitate the provision of services by the Freelancer to Client as agreed between Client and Freelancer in the Assignment Details; and
  - 3.10.2. Freelancer Contract between Freelancer and Workfree, under which the Booked Freelancer agrees to deliver the services in the Assignment Details to a Client.
- 3.11. The Parties agree that to sign a Client Contract:
- 3.11.1. (subject to the Freelancer's acceptance of the Booking) the Client is deemed to have signed the Client Contract by pressing the 'Book' button on the Platform and offering the Freelancer the Assignment; and
  - 3.11.2. Workfree is deemed to have signed the Client Contract by the platform generating the Signed Client Contract at the point the Freelancer presses the 'Accept' button on the Platform.
- 3.12. The Client shall ensure that all Bookings of Freelancers who have been found via the Platform shall be conducted exclusively through the Platform. (Client shall not use the Platform to find any Freelancer to then book the Freelancer off-Platform.)

#### 4. OFF-PAYROLL WORKING RULES

4.1. With respect to the implementation of IR35 Legislation in relation to the Assignment within the UK:

4.1.1. If the Client does not fall within the definition of an Exempted Small Company, it shall confirm either in writing its IR35 Status Decision to Workfree or by uploading its IR35 Status Decision to the Platform whereby it has concluded that the Freelancer or its Representative is Outside IR35 and therefore would not be regarded for income tax purposes as an employee of the Client.

4.1.2. The Client shall provide an Employment Status Determination Statement to the Freelancer and Workfree within 31 days of such a written request (in pdf format) the result of its Status Self-Assessment in the form of an SDS to enable a Freelancer to carefully consider a Brief.

4.1.3. If, during the course of the Assignment, the Client's analysis of the Freelancer's employee status changes, the Client shall inform Workfree as soon as possible and, in any event, within 30 days and shall provide a revised Employment Status Determination Statement accordingly. Workfree will not be liable for any Losses incurred as a result of the Client's failure to provide such information.

4.1.4. If, during the course of the Assignment, the Client no longer falls within the definition of an Exempted Small Company, it shall inform Workfree as soon as possible and, in any event, within 30 days of such determination. Workfree will not be liable for any Losses incurred as a result of the Client's failure to provide such information.

4.2. The Client acknowledges and agrees that it remains solely responsible for making its own business decisions relating to the IR35 Status of any Freelancer for an Assignment and that doing so is inherently an assumption of risk. Workfree does not underwrite this risk in any way, and nothing shall transfer this particular risk to Workfree. The Client acknowledges and agrees that it must take its own professional advice on its particular risks relating to its compliance with the IR35 Legislation.

4.3. Workfree acknowledges that it has a statutory obligation to ensure payment of Freelancers who are Inside IR35 on a Deemed Payment Basis and therefore Workfree represents and undertakes that:

4.3.1. for each Freelancer categorised by a Client in the Platform as Inside IR35, Workfree shall instruct the Payment Partner to supply the Freelancer to Workfree and pay the Freelancer Fee to the Freelancer on a Deemed Payment Basis; and

4.3.2. for each Freelancer categorised by the Client on the Platform as Outside IR35, Workfree shall pay the Freelancer on the same basis as all other Freelancers (i.e. on the amounts invoiced by Freelancer to Workfree plus VAT (if applicable)).

4.4. If Workfree reasonably believes:

4.4.1. that the Client is not complying with IR35 Legislation, and the clauses set out above (for example, IR35 Status Decisions are not being undertaken using Good Industry Practice or compliant Employment Status Determination Statements are not being uploaded onto the Platform); and/or

4.4.2. that the Client is not dealing with Freelancers acting through their own private service companies in good faith (for example, regularly creating Outside IR35 Bookings and then changing them to Inside IR35 Bookings once the Freelancer has committed to providing their services),

Workfree may suspend the Client's ability to Book Freelancers on the Platform.

4.5. The Client shall indemnify and hold harmless Workfree against Losses in connection with:

4.5.1. any breach by Client of this clause 4;

4.5.2. Workfree relying in good faith on any Employment Status Determination Statements which was (at the time of uploading to the Platform) or has become (during the Assignment) incorrect, incomplete, out of date or misleading; and

4.5.3. any act, omission, default, delay, negligence, or breach of the IR35 Legislation by the Client, (the "**Workfree IR35 Claim**").



- 4.6. In respect of each Workfree IR35 Claim, Workfree shall:
- 4.6.1. give written notice of the Workfree IR35 Claim to the Client as soon as reasonably practicable (and in any event within 14 days), specifying the nature of the Workfree IR35 Claim in reasonable detail;
  - 4.6.2. not make any admission of liability, agreement, or compromise without the prior written consent of the Client or relevant insurers;
  - 4.6.3. give relevant insurers access at reasonable times and on reasonable prior written notice to the extent permitted by Applicable Law, to information and records within the power or control of Workfree, to enable relevant insurers to examine them and to take copies (at relevant insurer's expense) to assess the Workfree IR35 Claim; and
  - 4.6.4. give relevant insurers sole authority to avoid, dispute, compromise or defend the Workfree IR35 Claim.
- 4.7. Workfree shall indemnify and hold harmless Client against Losses in connection with a failure by Workfree to properly instruct the Payment Partner under clause 4.3.1 which has resulted in HMRC not receiving the proper amounts of income tax, national insurance and Apprenticeship Levy for an Assignment which was properly classified by Client as Inside IR35 (the "**Client IR35 Claim**"). Such indemnity will be limited to the extent claimable under Workfree's professional indemnity insurance.
- 4.8. In respect of each Client IR35 Claim, the Client shall:
- 4.8.1. give written notice of the Client IR35 Claim to Workfree as soon as reasonably practicable (and in any event within 14 days), specifying the nature of the Client IR35 Claim in reasonable detail;
  - 4.8.2. not make any admission of liability, agreement, or compromise without the prior written consent of Workfree or relevant insurers;
  - 4.8.3. give relevant insurers access at reasonable times and on reasonable prior written notice to the extent permitted by Applicable Law, to information and records within the power or control of Client, to enable relevant insurers to examine them and to take copies (at relevant insurer's expense) to assess the Client IR35 Claim; and
  - 4.8.4. give relevant insurers sole authority to avoid, dispute, compromise or defend the Workfree IR35 Claim.

## **5. INDIVIDUAL CLIENT CONTRACT FOR EACH ASSIGNMENT**

- 5.1. Each separate Client Contract incorporates these Conditions.
- 5.2. Each separate Client Contract is a single contract for services between the Client and Workfree under which Workfree shall enter into a corresponding Freelancer Contract with the Freelancer to deliver the Assignment to the Client.
- 5.3. Each Client Contract constitutes the entire agreement between Workfree and the Client for the Freelancer's supply of services to the Client for the Assignment.
- 5.4. In receiving services from the Freelancer under the Client Contract, the Client shall:
- 5.4.1. ensure that the Freelancer is aware of and understands any Client Policies (including any relating to incurring any expenses);
  - 5.4.2. allow the Freelancer, taking into account the nature of the Assignment, to determine where, when and how the Freelancer delivers the Assignment and not by any act or omission: (i) subject Freelancer to Client's supervision, direction or control; or (ii) engage any Freelancer or manage the delivery of any services being delivered by any Freelancer in such a manner as to cause Freelancer to be employed under Local Tax Laws;
  - 5.4.3. not do anything or act in any way which may result in any Freelancer: (i) being treated as any employee or worker of the Client under Local Employment Law; or (ii) being provided with any benefits generally available solely to employees and/or workers of the Client or Affiliates;
  - 5.4.4. not knowingly or recklessly do, or omit to do, anything which may cause a Freelancer to be in breach of Local Laws or suffer reputational damage;



- 5.4.5. treat the Freelancer with respect irrespective of their physical appearance, age, sex, marital or family status, health or pregnancy status, sexual orientation or gender identity or expression, religion, religious belief, trade union membership, colour, race, ethnic or national origin or any disability which they may have; and
- 5.4.6. not bully, harass, or otherwise unlawfully discriminate against any Freelancer.
- 5.5. The Client and not Workfree is responsible for all acts, errors, or omissions of Freelancers during Assignments, whether wilful, negligent, or otherwise. If the Client wishes to impose any direct obligations on Freelancers or obtain any indemnities from Freelancers, the Client shall include these in the Client Undertakings.
- 5.6. Client Contracts cannot be amended once Booked except:
  - 5.6.1. the Client may extend the Assignment Term and/or update the Freelancer Fee using the Platform;
  - 5.6.2. the Platform then notifies the Freelancer of the change; and
  - 5.6.3. upon confirmation by the Freelancer that the change submitted by the Client is agreed upon, the end date of the Assignment Term and/or Freelancer Fee in the Client Contract between Workfree and the Client shall be amended accordingly.
- 5.7. Until the Freelancer confirms that an amendment is agreed, the un-changed Assignment Term and Freelancer Fee shall continue to apply. Any amendment is subject to this clause 5 and may require a new Client Contract/Freelancer Contract.
- 5.8. If the Client submits a brief to a Freelancer outside of the Platform, the Client shall promptly update the Platform to include the Brief and any Assignment Details agreed with the Freelancer. The Client remains liable to pay Charges for assignments with Freelancers submitted off-Platform.
- 5.9. The Client acknowledges that should the Representative be unable to provide the Services for any reason or requires support in order to comply with the mutually agreed deadlines for the completion of any Assignment, the Freelancer can choose to provide a substitute or source further personnel in order to assist the Freelancer, provided such personnel are adequately experienced, skilled and qualified to be able to fulfil the Assignment commissioned by the Client (the "**Substitute**"). The Client shall ensure that any such Substitute or further personnel will sign any reasonable form of undertaking, particularly in relation to confidentiality that may be required by the Client. The Client has the right to terminate the Freelancer's Services if in its reasonable opinion, such a Substitute or additional personnel are not suitable due to a lack of skills, experience and qualifications or any required security clearances in order to fulfil the Services.
- 5.10. Should any dispute or disagreement arise between the Client and Freelancer about Freelancer's services in relation to an Assignment, then Client shall act reasonably and in good faith seek to resolve the dispute or disagreement directly with the Freelancer using the following process:
  - 5.10.1. either the Freelancer or the Client (the "**Complainant**") may use the Workfree Dispute Form (available from Workfree) to summarise the dispute and promptly provide this to Workfree;
  - 5.10.2. Workfree shall provide the form completed by the Complainant to the other (the "**Recipient**") and ask the Recipient to fill in their response within 14 days;
  - 5.10.3. Workfree shall promptly provide the form completed by the Recipient to the Complainant; and
  - 5.10.4. the Client and the Freelancer shall meet (in person or by telephone) within 14 days of Workfree providing the form completed by the Recipient to the Complainant and seek to resolve the dispute or disagreement.
- 5.11. If the dispute or disagreement is not resolved within 28 days of first being discussed under clause 5.11.4, the Client shall resolve the dispute or disagreement through conciliation by CEDR, with CEDR appointing the mediator. The Client shall bear the costs of the mediation.
- 5.12. While such a dispute or disagreement is ongoing the Charges shall remain payable under the Client Contract.
- 5.13. Client Contracts may be terminated as set out in clause 6.



## 6. TERMINATION OR EXPIRY OF A CLIENT CONTRACT FOR AN ASSIGNMENT

- 6.1. Each Client Contract shall expire automatically at the end of its Assignment Term.
- 6.2. Each Client Contract may be terminated by Workfree (including following termination by Freelancer of Freelancer Contract) as set out in this clause 6.
- 6.3. The Client acknowledges and agrees that termination of a Freelancer Contract for any reason shall automatically result in a mirrored termination of that Assignment's Client Contract at the same time.
- 6.4. The Client may terminate a Client Contract as follows:
  - 6.4.1. before the Assignment begins, by payment of the Assignment Cancellation Fee (see clause 6.5);
  - 6.4.2. within the first 48 hours of an Assignment, upon written notice to [support@workfree.io](mailto:support@workfree.io) (with the subject line 'Unsatisfactory Freelancer') that Freelancer is unsuitable to deliver the Assignment (the "**Unsatisfactory Freelancer**") (see clause 6.6);
  - 6.4.3. once an Assignment has begun, for convenience by ending the Client Contract early on the Platform and paying the Assignment Cancellation Fee to the Freelancer (see clause 6.8);
  - 6.4.4. at any time, if the Freelancer is in material breach of any part of the Freelancer Contract referred to in clause 3.5 (and if capable of remedy, the breach has not been remedied within 30 days of receiving notice specifying the breach and requiring the breach to be remedied) (see clause 6.12); and/or
  - 6.4.5. at any time, if the Freelancer is in proven breach of the Client Undertakings (see clause 6.12).
- 6.5. If the Client terminates its Client Contract as described in clause 6.4.1 or clause 6.4.3, then the Client Contract shall terminate with effect from the date Workfree receives payment of the Assignment Cancellation Fee from the Client.
- 6.6. The Client acknowledges and agrees that as part of the Brief process, it has an extensive opportunity to review the quality of any services to be potentially provided by any Freelancer (including a review of their Profile and the ability to communicate directly with them). Therefore, the Client agrees that it may only exercise its right under clause 6.4.2 if, in the first 48 hours of the Assignment, it reasonably determines that the Booked Freelancer Contractor substantially and materially lacks the necessary skills, qualifications and experience to deliver the Assignment.
- 6.7. If the Client terminates its Client Contract under clause 6.4.2, then the Client Contract shall terminate with effect from the end of the Business Day Workfree receives valid notice from the Client that the Freelancer is an Unsatisfactory Freelancer (and the Freelancer Fee shall be payable until the end of that day (for Time-based charges) or based on the number of Units completed at the end of the day (for Unit-based charges)).
- 6.8. If the Client wishes to end a Client Contract early:
  - 6.8.1. the Client must close the Client Contract on the Platform (the "**Client Notice**") and provide the Assignment Term's earlier end date (the "**Client End Date**") and no other form of notice shall be effective under the Client Contract;
  - 6.8.2. the Platform notifies the Freelancer of the Client Notice and Client End Date; and
  - 6.8.3. (subject to clause 6.9) the Client Contract shall terminate on the Client End Date at the end of the day.
- 6.9. Subject to clause 6.10, the Client shall continue to allow the Freelancer to deliver the Assignment in accordance with the Assignment Details. If the Freelancer fails to deliver the Assignment until the Client End Date, no Freelancer Fees shall be payable for the period of non-performance.
- 6.10. Subject to clause 6.11, if the Freelancer is willing to deliver the Assignment until the Client End Date, but the Client asks Freelancer to stop before the Client End Date, the Client remains responsible for payment of the Freelancer Fee as follows:
  - 6.10.1. Time-based Freelancer Fees: Standard Day Rate x full number of days in the Notice Period; or



6.10.2. Unit-based Freelancer Fees: average total daily Freelancer Fee x full number of days in the Notice Period

which shall be invoiced via timesheets which Client shall be deemed to have approved.

6.11. If the number of days between the date the Client told the Freelancer to stop under clause 6.10 and the last day of the Assignment Term is fewer days than the number of days in the Notice Period, then the Freelancer Fee payable by the Client after telling the Freelancer to stop delivering the Assignment is the lesser number of days.

6.12. If the Client exercises its right to terminate its Client Contract as described in clause 6.4.4 or 6.4.5, then the Client Contract shall terminate either immediately on notice or within 30 days of notice as applicable. If the Client asks the Freelancer not to deliver the Assignment during the 30-day notice period, the Charges shall remain payable for the lesser of the Notice Period and 30 days.

6.13. Subject to clause 6.14, if the Freelancer gives notice via the Platform to end an Assignment early (the "**Freelancer Notice**"):

6.13.1. the Platform then notifies the Client of the Freelancer Notice of the Assignment Term's new end date in the Freelancer Notice (the "**Freelancer End Date**"); and

6.13.2. the Client Contract shall terminate on the Freelancer End Date at the end of the day.

6.14. If the number of days between the date of the Freelancer Notice and the Freelancer End Date is fewer than the number of days in the Notice Period, then:

6.14.1. the Client shall raise any objection to the Freelancer End Date by emailing support@workfree.io immediately; and

6.14.2. if the Client does not object within 48 hours of being notified, the Client shall be deemed to have waived its requirement for the Notice Period and the Freelancer End Date shall be deemed accepted by the Client.

6.15. Subject to clause 6.16, the Client shall allow the Freelancer to continue to deliver the Assignment until the Freelancer End Date per the Assignment Details. If the Freelancer fails to deliver the Assignment by the Freelancer End Date, no Freelancer Fees shall be payable for the period of non-performance.

6.16. Subject to clause 6.17, if the Freelancer is willing to deliver the Assignment until the Freelancer End Date, but the Client asks the Freelancer to stop before the Freelancer End Date, the Client remains responsible for payment of the Freelancer Fee as follows:

6.16.1. Time-based Freelancer Fees: Standard Day Rate x full number of days in the Notice Period; or

6.16.2. Unit-based Freelancer Fees: average total daily Freelancer Fee x full number of days in the Notice Period

6.16.3. which shall be invoiced via timesheets which Client shall be deemed to have approved.

6.17. If the number of days between the date the Client told the Freelancer to stop under clause 6.16 and the last day of the Assignment Term is fewer days than the number of days in the Notice Period, then the Freelancer Fee payable by the Client after telling the Freelancer to stop delivering the Assignment is the lesser number of days.

6.18. Unless exceptional circumstances apply, a Freelancer's failure to deliver an Assignment in accordance with the Client Contract for whatever reason (including failure by Freelancer to provide a Substitute) will be treated as immediate termination of the Freelancer Contract and corresponding Client Contract for that Assignment, and the Client Contract will terminate at the end of the Business Day on which the inability to deliver the Assignment (or failure to appoint a Substitute) became apparent and the Charges for the Assignment shall be payable up to the date of such termination. Workfree shall have no liability to the Client for the Freelancer's failure to deliver the Assignment or provide a Substitute.

6.19. Workfree may terminate a Client Contract with immediate effect if:





- 6.19.1. the Client commits a material breach of the Client Contract which is not capable of remedy (breach of clause 5.4.3 and/or 5.4.4 is not capable of remedy), or if it is capable of remedy, but which the Client fails to remedy within five Business Days (or such faster period as the context of the Assignment would reasonably justify) of receiving notice specifying the breach and requiring the breach to be remedied.
  - 6.19.2. the Client has committed any serious or persistent breach of the Client Contract;
  - 6.19.3. the Client breaches any of the terms of the Client Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Marketplace Contract;
  - 6.19.4. any of the circumstances in clause 17.3 apply to the Client or its Affiliates;
  - 6.19.5. the Client or any of its Personnel in relation to the Client Contract are suspected of: (i) any fraud or dishonesty; and/or (ii) failure to take reasonable care as referred to in clause 4; and/or
  - 6.19.6. the Client is convicted of any corporate criminal offence.
- 6.20. After termination or expiry of a Client Contract, the Client shall solely be responsible for ensuring the return to the Client of any Client Confidential Information, documents, ID cards, swipe cards, devices, equipment and other materials belonging to the Client which are in Freelancer's physical possession immediately upon expiry or termination of an Assignment.
- 6.21. Termination of the Marketplace Agreement under clause 17 shall not terminate any Client Contracts for Assignments which have been Booked, which shall continue until their expiry or termination under their individual Client Contracts.

## **7. CHARGES AND PAYMENT**

- 7.1. The current Rate used to calculate the Charges is available on the Platform at any time and is also displayed at the time of each Booking.
- 7.2. The Freelancer Fee is either Time-based or Unit-based and is set out in the Assignment Details and is subject to the Platform Commission shown by the Platform at the time of Booking. The Platform Commission is calculated in accordance with the Rate and is payable on all Freelancer Fees (including the Assignment Cancellation Fee and any charges under clause 6). The Client acknowledges that IR35 compliance is not included in the Marketplace Services or the Charges.
- 7.3. The following conditions apply to all Freelancer Fees:
- 7.3.1. Freelancer Fees are either Time-based or Unit-based and are as agreed between Clients and Freelancers in Assignment Details;
  - 7.3.2. Where approval is required, the Client must promptly approve any approval requests in connection with an Assignment. If the Client disputes the time or units stated to provide an Assignment, the Client must inform the Freelancer via the Platform as soon as is reasonably practicable and in any event within 48 hours of such approval request (and if no dispute in respect of a timesheet is raised within two Business Days of posting by the Freelancer, approval of that timesheet shall be deemed to have been given by the Client).
  - 7.3.3. The Client must approve all timesheets which match the time during which the Freelancer provided services, or which match the number of Units completed by the Freelancer (which may include time/Units delivered outside a standard day/on a weekend/public holiday) and may not decline to approve a timesheet on the basis that they are dissatisfied with the services delivered by any Freelancer; and
  - 7.3.4. (Except in relation to the Assignment Cancellation Fee) no Freelancer Fees are incurred by the Client until the Freelancer begins providing services for the Assignment, unless the Freelancer and Client agree upon a deposit payable in advance to secure the Freelancer's Services.
- 7.4. The Client shall pay Workfree the Charges. If the Client's invoice payment procedures require a PO number, the Client shall provide this at the time of Booking.



- 7.5. The Charges do not include VAT, which (if applicable) the Client shall pay, in addition to the Charges, without set-off or withholding (and if withholding is required by Local Laws, the Client shall gross up its payment accordingly). All Charges are invoiced and payable in £GBP, US\$ or EUR in accordance with the agreed client account settings.
- 7.6. The Platform generates Time-based invoices to the nearest hour for Services provided by Freelancers inside a standard day, with invoices generated to the nearest half-hour for services provided by Freelancers outside of a standard day. The Platform generates Unit-based invoices based on the number of Units completed by the Freelancer. Workfree shall invoice as follows:
  - 7.6.1. Assignment Fees: weekly or earlier in the event an Assignment lasts for less than a week;
  - 7.6.2. charges under clause 6: weekly; and
  - 7.6.3. any other charges: as otherwise agreed in writing between Workfree and the Client.
- 7.7. Unless the subject of a genuine dispute, the Client shall pay all invoices within seven days of the date of the invoice. (In the event of a dispute relating to part of an invoice, the Client shall pay the undisputed amount promptly in accordance with this clause 7.7.) Failure by the Client to provide a correct PO number, or requests by the Client to amend a PO number may result in a new invoice being issued, but any new invoice will be subject to the original invoice's payment date.
- 7.8. In respect of any disputes raised by the Client under clause 7.3.2 and taking into account that the Client and the Freelancer negotiated the Assignment Details (including the Freelancer Fees) directly, if there is a dispute by the Client about Freelancer's time/units, charges or expenses submitted for approval, the Client shall, acting reasonably and in good faith, seek to resolve the dispute directly with the Freelancer using the following process:
  - 7.8.1. The Client shall use the Workfree Dispute Form (available from Workfree) to summarise the dispute for the Freelancer and promptly provide this to Workfree;
  - 7.8.2. Workfree shall provide the form completed by the Client to the Freelancer and ask the Freelancer to fill in their response within seven days;
  - 7.8.3. Workfree shall promptly provide the form completed by the Freelancer to the Client; and
  - 7.8.4. The Client and the Freelancer shall meet (in person or by telephone) within seven days of Workfree providing the form completed by the Freelancer to the Client and seek to resolve the dispute or disagreement.
- 7.9. If the Freelancer and the Client are unable to resolve the dispute under clause 7.8 directly within 28 days of the Client raising the dispute under clause 7.3.2 (the "**Dispute Date**"), either the Client or the Freelancer (at the requestor's cost) may ask CEDR to help resolve the dispute through conciliation (with CEDR appointing the mediator). Workfree shall upon request provide all necessary information requested by the Freelancer or the Client for any mediation (at the requestor's cost). If neither the Client nor the Freelancer chooses to appoint CEDR within 28 days of the Dispute Date, and the dispute is still outstanding, Workfree may acting in good faith determine the amount to be invoiced by the Freelancer which shall be binding on the Client in the absence of manifest error.
- 7.10. If the Client fails a credit check or, in Workfree's reasonable opinion, may not in the future pay Workfree's invoices per these Terms and Conditions, Workfree may ask for payment in advance at the time of Booking. If a Client Contract in respect of which Workfree has required payment in advance is terminated early under clause 6, Workfree shall issue the Client with a refund if applicable under the terms for payment of Freelancer Fees under clause 6.
- 7.11. If the Client fails to pay in full on the due date any amount payable by it under or in connection with the Marketplace Agreement:
  - 7.11.1. interest on the outstanding amount shall accrue daily from the due date until the date of payment (whether before or after judgement) at the higher of: (i) 6% per annum above the base rate of the Bank of England or (ii) the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998;
  - 7.11.2. Workfree may suspend the use of the Marketplace Services to all users until payment is made (and inform the Freelancer that the reason the Client has been suspended is non-payment); and



7.11.3. the Client shall on demand indemnify and hold harmless Workfree against Losses in connection with the recovery of the unpaid amount.

7.12. Workfree may revise the Rate or Charges at any time upon notice via the Platform. The revised Rate and/or Charges shall apply to any Assignment renewals or Bookings for new Assignments from the effective date stated in the notice. Workfree shall use reasonable endeavours to give two weeks' notice on the Platform of any changes to the Rate or Charges.

7.13. Workfree may at any time set off any liability of the Client to Workfree against any liability of Workfree to the Client, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by Workfree of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## 8. ENGAGEMENT OF FREELANCER DURING OR AFTER AN ASSIGNMENT

8.1. Where a Booked Freelancer Introduced by Workfree is Engaged by the Client or any of its Affiliates either directly or via another supplier then either:

8.1.1. if the Booked UK Freelancer has not Opted Out: clauses 8.2 to 8.6 and 8.8 shall apply; or

8.1.2. if the Booked UK Freelancer has Opted Out or is a Non-UK Freelancer: clauses 8.7 and 8.8 shall apply.

8.2. Where a Booked UK Freelancer Introduced by Workfree is Engaged by the Client or any of its Affiliates either directly or via another supplier during the Relevant Period then the Client shall be liable to Workfree for either an Extended Assignment or a Transfer Fee, at the Client's choice.

8.3. An **Extended Assignment** is an additional Assignment for 26 weeks. The Transfer Fee is a sum equal to 10% of Annual Charges.

8.4. If the Client wants to choose the Extended Assignment option, the Client shall notify Workfree in writing within seven days of the first date of the Engagement and the Charges normally payable by the Client for an Assignment with the Booked UK Freelancer shall continue to apply. Failure to provide notice in writing shall result in the Client becoming immediately liable to pay the Transfer Fee.

8.5. If the Engagement terminates earlier than anticipated, no refund shall be payable for any Transfer Fee paid by the Client to Workfree.

8.6. Workfree shall not be liable to the Client for failure to provide the Booked UK Freelancer for the Extended Assignment if such failure is beyond its reasonable control (for example, the Booked UK Freelancer does not wish to be supplied to the Client via the Platform). If Workfree cannot provide the Booked UK Freelancer for a reason beyond its control, the Client shall pay the Transfer Fee.

8.7. If the Booked UK Freelancer has Opted Out or is a Non-UK Freelancer, then the Client shall pay the Standard Transfer Fee.

8.8. The Client shall immediately notify Workfree of any Engagement under this clause 8 by email to support@workfree.io with the subject line Notice of Freelancer Engagement.

## 9. ENGAGEMENT OF A FREELANCER INTRODUCED BY WORKFREE

9.1. Where a Freelancer Introduced by Workfree (but not Booked by the Client) (the "**Introduced Freelancer**") is engaged by the Client or any of its Affiliates either directly or via another supplier within six months of the Introduction then either:

9.1.1. if the Introduced UK Freelancer has not Opted Out: clauses 9.2 to 9.6 and 9.8 shall apply; or

9.1.2. if the Introduced UK Freelancer has Opted Out or is a Non-UK Freelancer: clauses 9.7 and 9.8 shall apply.

9.2. Upon the Engagement of the Introduced UK Freelancer the Client shall be liable to Workfree for either a First Assignment or an Introduction Fee, at the Client's option.

9.3. A **Single Assignment** is an Assignment for 26 weeks. The **Introduction Fee** is a sum equal to 25% of Annual Charges.



- 9.4. If the Client wants to choose the Single Assignment option, the Client shall notify Workfree in writing within seven days of the first date of the Engagement and the Charges normally payable by the Client for an Assignment with the Freelancer shall apply. Failure to provide notice in writing shall result in the Client becoming immediately liable to pay the Introduction Fee.
- 9.5. If the Engagement terminates earlier than anticipated, no refund shall be payable of any Introduction Fee paid by the Client to Workfree.
- 9.6. Workfree shall not be liable to the Client for failure to provide the Introduced UK Freelancer for the Single Assignment if such failure is beyond its reasonable control (for example, the Introduced UK Freelancer does not wish to be supplied to the Client via the Platform). If Workfree cannot provide the Introduced UK Freelancer for a reason beyond its control, the Client shall pay the Introduction Fee.
- 9.7. If the Introduced UK Freelancer has Opted Out or is a Non-UK Freelancer, then the Client pay the Standard Transfer Fee.
- 9.8. The Client shall immediately notify Workfree of any Engagement under this clause 9 by email to info@workfree.io with the subject line Notice of Freelancer Engagement.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Client acknowledges and agrees that Workfree and/or its licensors own all Intellectual Property Rights in the Platform and its services (but not in any Assignment Materials). Client's use of any such Intellectual Property Rights in the Platform is limited to that required to receive and use the Marketplace Services via the Platform as envisaged by the Marketplace Agreement. The Client acknowledges that the Platform's methodology and algorithms for matching Briefs to Freelancers is a trade secret.
- 10.2. Unless permitted and necessary under Applicable Law, the Client may not copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of any software, data or content made available by Workfree or its licensors or any component of such software or content.
- 10.3. Nothing in these Terms and Conditions, or any Marketplace Agreement, shall transfer the Background IPR of one Party to the other Party.
- 10.4. Any and all transfers of Intellectual Property Rights (including in Assignment Materials) from Booked Freelancer to Client in addition to the Freelancer Terms shall be by way of the Client Undertakings.

## 11. DATA PROTECTION

- 11.1. This clause 11 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the "**Data Discloser**") will regularly disclose to the other party (the "**Data Recipient**") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 11.2. Each party shall comply with all the obligations imposed on a controller under the Applicable Data Protection Laws.
- 11.3. Each party shall:
  - 11.3.1. ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
  - 11.3.2. give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - 11.3.3. process the Shared Personal Data only for the Agreed Purposes;
  - 11.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- 11.3.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;
- 11.3.6. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- 11.3.7. not transfer any personal data outside of the European Economic Area unless the transferor:
  - 11.3.7.1. complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and
  - 11.3.7.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the General Data Protection Regulation; (ii) there are appropriate safeguards in place pursuant to Article 46 of the General Data Protection Regulation; or (iii) one of the derogations for specific situations in Article 49 of the General Data Protection Regulation applies to the transfer.
- 11.4. Both parties will comply with all applicable requirements of the Applicable Data Protection Laws in relation to the collecting, handling, and processing of Personal Data (as defined in the Applicable Data Protection Laws). In particular, each party shall assist the other in complying with all applicable requirements of the Applicable Data Protection Laws, including:
  - 11.4.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  - 11.4.2. promptly inform the other party about the receipt of any data subject access request;
  - 11.4.3. provide the other party with reasonable assistance in complying with any data subject access request;
  - 11.4.4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
  - 11.4.5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 11.4.6. notify the other party without undue delay on becoming aware of any breach of the Applicable Data Protection Laws;
  - 11.4.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
  - 11.4.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
  - 11.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 11; and
  - 11.4.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Applicable Data Protection Laws, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Applicable Data Protection Laws.
- 11.5. Workfree shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
  - 11.5.1. Pseudonymising and encrypting Personal Data.



- 11.5.2. Ensuring confidentiality, integrity, availability and resilience of its systems and services.
- 11.5.3. Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
- 11.5.4. Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

## **12. CONFIDENTIALITY AND MARKETING**

- 12.1. Each party undertakes that it shall not at any time during this Agreement, and for two years after termination of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's Confidential Information:
  - 12.2.1. to its employees, officers, representatives, or advisers who need to know such information to exercise the party's rights or carry out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's Confidential Information comply with this clause 12; and
  - 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 12.4. All information relating to a Freelancer is confidential and, where that information relates to an individual, is also subject to the Applicable Data Protection Laws and is provided solely to provide Marketplace Services to the Client. Such information must not be used for any other purpose nor divulged to any third party.
- 12.5. Workfree may use the Client's name and logo to refer to the Client as a client of Workfree and/or a user of the Platform (including as part of its client list on any Workfree website).

## **13. INSURANCE**

- 13.1. Workfree shall maintain in force at its own expense all insurances required by Applicable Laws with a reputable insurer. Client shall maintain in force at its own expense all insurances required by Local Laws with a reputable insurer.
- 13.2. The Client warrants and represents that its public liability and professional indemnity insurance cover acts and omissions of Freelancers for clause 5.5..

## **14. WARRANTIES**

- 14.1. Both parties confirm they have the legal authority to enter into and fulfil their commitments under the Marketplace Agreement. This Agreement is legally enforceable against each party according to its terms.
- 14.2. The Client understands that the Marketplace Services rely on services provided by third parties. These third-party services are offered to both Workfree and the Client as-is and as available, without any guarantees.
- 14.3. Unless specifically stated in the Marketplace Agreement, neither Workfree nor its suppliers, distributors, or investors guarantee anything specific about the Platform or the Marketplace Services.
- 14.4. Unless explicitly mentioned in the Marketplace Agreement, Workfree does not guarantee that the Platform or any Marketplace Services will be secure, error-free, uninterrupted, accurate, or meet the specific needs of the Client or users.
- 14.5. The Client acknowledges that any third-party data, content, goods, and services accessed through the Platform or Marketplace Services, including services provided by a Booked Freelancer, are the sole responsibility of the originating party.
- 14.6. The Client recognizes that using third-party data, content, goods, and services may require separate agreements with those third parties. The Marketplace Agreement does not alter the Client's legal relationship with these third parties.



- 14.7. Workfree will make reasonable efforts to fix any Platform failures promptly, restoring the performance of the Platform (or the relevant part) and taking steps to prevent future failures. If the Client or its users cause or contribute to the failure, the Client will bear any losses Workfree incurs in fixing the Marketplace Services.
- 14.8. Workfree represents and warrants that:
  - 14.8.1. the provision of the Platform and associated Marketplace Services by Workfree to Client shall not infringe the Intellectual Property Rights of a third party in the territory from which Workfree provides its Marketplace Services; and
  - 14.8.2. in performing its obligations under the Marketplace Agreement, it shall comply with Applicable Laws (including those relating to Intellectual Property Rights and Data Protection Laws).
- 14.9. The Client represents and warrants that:
  - 14.9.1. in performing its obligations under the Marketplace Agreement, it shall comply with Local Laws (including those relating to Intellectual Property Rights and Data Protection Laws);
  - 14.9.2. it shall not use the Platform to find or book any Contractor for any assignment that involves working with any vulnerable persons within the meaning given in regulation 2 of the Conduct Regulations; and
  - 14.9.3. it is not entering into the Marketplace Agreement to unlawfully gain access to confidential information or intellectual property to develop any product or service the same as or similar to the Platform.

## 15. CLAIMS AND INDEMNITIES

- 15.1. Subject to clauses 15.2 and 15.3, other than for a breach by Workfree of its obligations under clause 4, Workfree shall not be responsible to the Client or any third party for any Losses of the Client or any third party (including taxes, interest and penalties) for which HMRC hold the Client responsible under IR35 Legislation.
- 15.2. Subject to clause 15.3, Workfree shall indemnify and hold harmless the Client against:
  - 15.2.1. Losses in connection with any claim by a third party that is used by the Client of the Platform per the Marketplace Agreement infringes the Intellectual Property Rights of that third party in a territory from which Workfree provides its Services; and
  - 15.2.2. any liability, assessment or claim by HMRC for any National Insurance contributions, income tax or Apprenticeship Levy obligations which are obligations of Workfree under Applicable Laws where such liability, assessment, or claim ordinarily arises from or is made in connection with payments made by the Client to Workfree in respect of an Assignment by a UK Freelancer carried out in the United Kingdom (excluding Losses (i) to the extent they have arisen and/or increased because the Client breaches clause 6.5 and (ii) arising from or in connection the IR35 Legislation which are or become the responsibility of the Client under Applicable Laws (including those which become the responsibility of the Client upon failure to take reasonable care));(each a “**Client Claim**”).
- 15.3. In respect of each Client Claim, the Client shall:
  - 15.3.1. give written notice of the Client Claim to Workfree as soon as reasonably practicable (and in any event within seven days), specifying the nature of the Client Claim in reasonable detail;
  - 15.3.2. not make any admission of liability, agreement, or compromise without the prior written consent of Workfree;
  - 15.3.3. give Workfree and its professional advisers access at reasonable times and on reasonable prior notice to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client or Affiliates, to enable Workfree and its professional advisers to examine them and to take copies (at Workfree’s expense) to assess the Client Claim; and

- 15.3.4. give Workfree sole authority to avoid, dispute, compromise or defend the Client Claim.
  - 15.4. The indemnities at clause 15.2 shall not cover the Client or Affiliates to the extent that the Client Claim results from (or Losses under the Client Claim are increased because of):
    - 15.4.1. breach by the Client or Affiliates of the Marketplace Agreement;
    - 15.4.2. use of the Platform other than as intended according to its functionality or instructions from time to time;
    - 15.4.3. any liability for breach by the Client or Affiliates of any taxation legislation or guidance or any other Local Laws;
    - 15.4.4. any dispute between any tax or social charges authority (including HMRC) and the Client or Affiliates compliance with any tax legislation or guidance; and/or
    - 15.4.5. any act, breach, omission, or infringement which the Client or Affiliates, or any of their Personnel, deliberately, spitefully, dishonestly, or recklessly commit, condone, or ignore.
  - 15.5. If any Client Claim is made under clause 15.2.1, or in Workfree's reasonable opinion is likely to be made, Workfree may at its sole option and expense alter the Platform (or that part of it) so that ceases to be infringing.
  - 15.6. Subject to clause 15.7, the Client shall indemnify and hold harmless Workfree against:
    - 15.6.1. use of the Platform outside of the scope of use granted in the Marketplace Agreement, including any breach of Workfree or its licensors' Intellectual Property Rights;
    - 15.6.2. Losses in connection with a breach by the Client or its users of the Platform of the Acceptable Use Policy;
    - 15.6.3. Losses in connection with any claim by the Freelancer arising out of the Client's or the Client Personnel's treatment of the Freelancer in connection with their age, sex, marital status, sexual orientation, religion, religious belief, colour, race, ethnic or national origin or any disability which they may have;
    - 15.6.4. Losses in connection with any claim by the Freelancer arising out of the Client's or the Client Personnel's treatment of the Freelancer in connection with bullying, harassment or otherwise unlawfully discriminating against any Freelancer;
    - 15.6.5. Losses arising from or in connection with IR35 Legislation arising out of the Client or any Client's Personnel's breach of clause 5 failure to take reasonable care whether wilful, reckless, negligent or otherwise; and
    - 15.6.6. Losses suffered or incurred by Workfree arising out of an Assignment Booked by the Client under any Local Employment Laws or Local Tax Laws.
- (each a **Workfree Claim**).
- 15.7. In respect of each Workfree Claim, Workfree shall:
    - 15.7.1. give written notice of the Workfree Claim to the Client as soon as reasonably practicable (and in any event within seven days), specifying the nature of the Workfree Claim in reasonable detail;
    - 15.7.2. not make any admission of liability, agreement, or compromise without the prior written consent of the Client;
    - 15.7.3. give the Client and its professional advisers access at reasonable times and on reasonable prior notice to the extent permitted by Applicable Law, to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Workfree, to enable the Client and its professional advisers to examine them and to take copies (at the Client's expense) to assess the Workfree Claim (Workfree shall not be required to give any access under this clause to the Client or any third party of any trade secrets in the Platform; if reasonably requested by Workfree for the protection of the trade secrets relating to the Platform, Workfree may insist on prior approval and separate confidentiality agreements with any professional advisors appointed by the Client to whom it allows access); and
    - 15.7.4. give the Client sole authority to avoid, dispute, compromise or defend the Workfree Claim.





- 15.8. The indemnity at clause 15.6 shall not cover Workfree to the extent that the Workfree Claim results from (or Losses under the Workfree Claim are increased because of):
- 15.8.1. breach by Workfree of the Marketplace Agreement;
  - 15.8.2. any liability for breach by Workfree of any taxation legislation or any other Applicable Law;
  - 15.8.3. any act, breach, omission, or infringement which Workfree Personnel deliberately, spitefully, dishonestly, or recklessly commit, condone, or ignore.
  - 15.8.4. Nothing in this clause 15 shall restrict or limit a Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this clause 15.
  - 15.8.5. Liability under the indemnities in this clause 15 is limited and excluded under clause 16.

## **16. LIMITATIONS ON LIABILITY AND EXCLUSIONS**

- 16.1. Subject to clauses 16.2 to 16.4, the total liability of each Party to the other in connection with a Marketplace Agreement, whether arising from contract, negligence or otherwise, shall be limited as follows:
- 16.1.1. in respect of each individual Client Contract, a sum equal to the total Platform Commission for that Client Contract; and
  - 16.1.2. for all claims by the Client in respect of which an event giving rise to the claim arose in a Year, an aggregate sum equal to all Platform Commission paid or payable in that Year.
- 16.2. Subject to clause 16.4, neither Party shall be liable for:
- 16.2.1. any indirect or consequential loss;
  - 16.2.2. any loss or corruption of data or information, or loss of profits, business opportunity or anticipated savings.
- 16.3. The exclusions and limitation of liability set out in this clause do not apply to:
- 16.3.1. liability arising from death or injury to persons caused by negligence;
  - 16.3.2. the Client's obligation to pay the Charges;
  - 16.3.3. the indemnity in clause 15.6.5 or 15.6.6;
  - 16.3.4. breach of sub-clauses 5.4.5 or 5.4.6;
  - 16.3.5. liability arising as a result of fraud; and/or
  - 16.3.6. anything else which cannot be excluded or limited by Applicable Law, to which no limit or exclusion applies.
- 16.4. Subject to clause 16.3, Workfree shall not be liable to the Client or any third party for:
- 16.4.1. the inability of the Client to find a Freelancer for an Assignment using the Platform;
  - 16.4.2. any other acts, errors or omissions of the Freelancer including negligence, dishonesty, misconduct, or lack of skill; and/or
  - 16.4.3. any liability arising out of the Assignment Materials.
- 16.5. Subject to clause 16.3, the Client waives the right to bring any claim against Workfree arising out of or in any way relating to an Assignment more than one year after the end of the Assignment.
- 16.6. If the Client receives any allegation or claims about or from a Freelancer in connection with an Assignment, it shall promptly inform Workfree (unless Applicable Laws would prevent it from doing so). The Parties shall cooperate when responding to any allegation or claim.

## **17. TERMINATION OF MARKETPLACE AGREEMENT**

- 17.1. Either Party may terminate the Marketplace Agreement with immediate effect by giving written notice to the other Party if:



- 17.1.1. the other Party commits a material breach of the Marketplace Agreement which is not capable of remedy (or is capable of remedy, but which the other Party fails to remedy within 30 days of receiving notice specifying the breach and requiring the breach to be remedied); and/or
- 17.1.2. the other Party repeatedly breaches any of the terms of the Marketplace Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Marketplace Agreement.
- 17.2. Workfree may terminate the Marketplace Agreement if:
  - 17.2.1. the Client commits a breach of clause 8.4 and the Client does not remedy the relevant breach within 14 days of receipt of written notice of the breach being given by Workfree;
  - 17.2.2. the Client or any of its Personnel are suspected of any fraud or dishonesty in relation to the Marketplace Agreement; and/or
  - 17.2.3. the Client is convicted of any corporate criminal offence.
- 17.3. Either Party may terminate the Marketplace Agreement with immediate effect by giving the other Party notice if:
  - 17.3.1. the other Party can no longer pay its debts, as defined in section 123 of the Insolvency Act 1986.
  - 17.3.2. the other Party stops, or indicates it might stop, running a major part of its business.
  - 17.3.3. there's a legal seizure of the other Party's property or assets due to debt.
  - 17.3.4. the other Party proposes or agrees to a plan with its creditors to handle debts.
  - 17.3.5. there's a move to shut down the other Party (unless it's for legitimate restructuring or merging), and this is not withdrawn or dismissed within seven days, or if an order is made to shut it down.
  - 17.3.6. the other Party is facing the process of administration, such as receiving notices, applications, orders, or the appointment of an administrator.
  - 17.3.7. a financial controller is appointed over any part of the other Party's business or assets.
  - 17.3.8. there are bankruptcy proceedings or orders against the other Party.
  - 17.3.9. the other Party applies for, or is granted, a debt relief order.
  - 17.3.10. the other Party legally dissolves or ceases to exist.
  - 17.3.11. any event similar to those listed in clauses 17.3.1 to 17.3.10 happens to the other Party under the laws of another jurisdiction.
- 17.4. Either Party may terminate the Platform Agreement for convenience as follows:
  - 17.4.1. Client: by cancelling its registration on the Platform; or
  - 17.4.2. Workfree: by giving one month's notice by email to the Client.
- 17.5. For clause 17, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance.
- 17.6. Termination of a Marketplace Agreement shall be without prejudice to any other Marketplace Agreement (or other agreement) between Workfree and the Client or Workfree and any Affiliate.
- 17.7. Termination of a Marketplace Agreement under this clause 17 shall not terminate any Assignments which have been Booked, which shall continue until their expiry or termination under clause 6.
- 17.8. Immediately after receipt (or service) of notice to terminate the Marketplace Agreement under clause 17, each Party shall provide all reasonable assistance and information to the other to ensure an orderly end to the relationship.

## **18. FORCE MAJEURE**



18.1. Neither Party shall be liable for any breach of the Marketplace Agreement directly or indirectly caused by circumstances beyond the reasonable control of that Party and which prevent that Party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that Party's reasonable control.

## **19. ANTI-BRIBERY AND CORRUPTION**

19.1. Each Party agrees to:

19.1.1. comply with all Local Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010;

19.1.2. not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (as amended) if such activity, practice, or conduct had been carried out in the United Kingdom; and

19.1.3. promptly report to, respectively, the other Party's CEO or Chair, any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of these Terms and Conditions.

19.2. Breach of this clause 19 shall be deemed a material breach of these Conditions which is irremediable.

## **20. ANTI-FACILITATION OF TAX EVASION**

20.1. Each Party shall:

20.1.1. not engage in any activity, practice, or conduct which would constitute a tax evasion facilitation offence under the Criminal Finances Act 2017;

20.1.2. have and shall maintain such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person; and

20.1.3. promptly report to the other Party any relevant request or demand received from a third party to facilitate the evasion of tax in connection with the performance of the Marketplace Agreement.

20.2. Breach of this clause 20 shall be deemed a material breach of these Terms and Conditions which is irremediable.

## **21. GENERAL**

21.1. The Client agrees not to solicit or try to hire any Workfree Personnel who have been involved in providing services to the Client in the past six months. However, Workfree acknowledges that the Client may hire personnel through general public job advertisements or recruitment campaigns.

21.2. Workfree may reassign, transfer, secure, or hold in trust any of its rights or responsibilities under these Terms and Conditions, or any interest therein. These Terms and Conditions do not restrict Workfree from engaging in fundraising, public offerings, or similar agreements.

21.3. The Client cannot transfer or assign any of its rights or obligations under these Terms and Conditions to any third party that is not an Affiliate, without Workfree's written consent, which will not be unreasonably withheld or delayed.

21.4. These Terms and Conditions do not establish a partnership or joint venture between the Parties. Neither Party is authorized to bind the other, contract in the other's name, or create liabilities for the other in any way.

21.5. Except as specified in this clause, these Terms and Conditions do not grant any third parties the right to enforce any terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise. In regard to each Client Contract, applicable Freelancers, as third-party beneficiaries, can enforce any terms of these Terms and Conditions or the relevant Client Contract that benefit them, including dispute resolution provisions. These Terms and Conditions can be amended without the consent of third-party beneficiaries.

21.6. These Terms and Conditions represent the full agreement between the Parties and supersede all prior agreements and understandings related to their subject matter.

21.7. Subject to clause 21.8, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by or on behalf of each Party.



- 21.8. If an event occurs which has or is likely to have a substantial adverse impact on Workfree's ability to perform its obligations per these Conditions or Applicable Laws (the "**Adverse Impact**"), Workfree may amend the Conditions to alleviate the Adverse Impact. Adverse Impact shall include an unforeseen change to Applicable Laws and/or any material change to the business or economic environment in which Workfree operates. Workfree shall notify the Client via the Platform of any such amendment (the "**Amendment Notice**") and the amendment shall come into effect on the date stated in the Amendment Notice. This clause is without prejudice to either Party's termination rights under clause 21.
- 21.9. The rights and remedies provided by these Terms and Conditions are in addition to any other rights or remedies a Party may have.
- 21.10. Notices required under clause 21 should be in writing, delivered personally or by recorded post to the Party's registered address or principal place of business. Notices are considered received when delivered or, if no earlier evidence of receipt, as per the postmark date.
- 21.11. Other communications under these Terms and Conditions may be written or electronic, except for Client notices under clause 6.8 to terminate a Client Contract, which must follow the specified procedure.
- 21.12. If any part of these Terms and Conditions is found to be invalid, illegal, or unenforceable, it will be considered removed, but this does not affect the remainder of the Terms. Workfree may replace any removed provision with a similar one that closely matches the original's intent.
- 21.13. The Parties agree to negotiate in good faith to resolve any disputes related to the Marketplace Services before considering legal action.
- 21.14. If a dispute isn't resolved within 10 business days, it should be escalated to senior representatives of the Client and Workfree for further discussion.
- 21.15. Unresolved disputes after further 15 business days can be moved to mediation per the CEDR Model Mediation Procedure. Mediation starts with a written notice (ADR Notice) and follows the specified process.
- 21.16. If not agreed otherwise within 14 days of notifying CEDR of the dispute, the mediator is chosen by CEDR. Mediation should start no later than 28 days after the ADR Notice. The initiating party pays the mediator's fees.
- 21.17. Court proceedings should not start until an attempt at mediation has been made and either concluded or the other Party has not participated, with exceptions for urgent matters like protecting Intellectual Property Rights or Confidential Information.
- 21.18. If the Parties resolve the dispute, the agreement will be recorded in writing and, once signed by authorized representatives, becomes final and binding.
- 21.19. Termination of the Marketplace Agreement or any Client Contract does not affect accrued rights, liabilities, or any provisions meant to continue post-termination.
- 21.20. The Marketplace Agreement, Client Contracts, and related non-contractual obligations are governed by English law, and English courts have exclusive jurisdiction over disputes.

## Schedule 1

### DEFINITIONS AND INTERPRETATION

- 1.1. References to statutes or statutory instruments include the same as may be applied, amended, extended, or re-enacted by legislation or order from time to time and include any subordinate legislation.
- 1.2. References to this Agreement or any provision of this Agreement shall include this Agreement or that provision as it may from time to time be amended.
- 1.3. The terms holding company, subsidiary, parent undertaking, subsidiary undertaking and wholly owned subsidiary shall be interpreted in accordance with the Companies Act 2006, and the term associated company shall be interpreted in accordance with section 449 of the Corporation Tax Act 2010. The terms controller, processor, data subject, personal data, processing are as defined in the Applicable Data Protection Laws.
- 1.4. Unless otherwise stated, time shall not be of the essence for the performance of any obligation.
- 1.5. Headings shall not affect the interpretation of the Platform Agreement or any Freelancer Contract.
- 1.6. Interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 1.7. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.9. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

<b>“Affiliate”</b>	means any individual or organization that is connected to, or in a partnership with, the Client in a subsidiary or secondary capacity.
<b>“Applicable Data Protection Laws”</b>	To the extent the UK GDPR applies, the laws of the United Kingdom which relates to the protection of personal data including UK GDPR and the Data Protection Act 2018; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the protection and transfer of personal data (including, without limitation, the privacy of electronic communications).  <b>“Controller,” “data controller,”</b> processor, <b>“data processor,” “data subject”</b> <b>“personal data,” “processing,”</b> and appropriate technical and organizational measures are as set out in the Applicable Data Protection Laws in force at the time.
<b>“Applicable Law”</b>	means all applicable laws, regulations, regulatory requirements, and mandatory codes of practice, as amended and in force from time to time.
<b>“Agreed Purposes”</b>	the performance by each party of its obligations under this agreement.
<b>“Apprenticeship Levy”</b>	means the annual levy payable by employers with a pay bill in excess of £3 million and used to fund apprentice training.
<b>“Assignment”</b>	means any single assignment during which the Services are performed by the Freelancer and/or its Personnel for a Client for the Assignment Perio.;
<b>“Assignment Cancellation Fee”</b>	means the fee of 20% of the total value of the Booking payable to the Freelancer for any cancellation of the Assignment before it begins as set out in the Assignment Details, unless another % is agreed between them

<b>“Assignment Details”</b>	means the details of the Assignment agreed upon directly between the Client and Contractor as recorded on the Platform;
<b>“Assignment Period”</b>	the length of each Assignment during which the Freelancer shall provide its Services to the Client;
<b>“Background IPR”</b>	means all Intellectual Property Rights owned or controlled by the relevant Party (or any member of their Group) which are in existence as at the Registration Date or which were or are created, invented, or conceived independently of any Marketplace Agreement (whether before or after the Registration Date).
<b>“Booked Freelancer”</b>	means a Freelancer who has been Booked by a Client as recorded by the Platform at the time of Booking.
<b>“Booking”</b>	means a booking confirmed between a Freelancer and a Client once a Brief has been agreed upon and accepted via the Platform for an Assignment for the Freelancer’s Service.
<b>“Brief”</b>	means the details of the Services required for a potential Assignment, as required from a Client, on the Platform which constitutes the first stage of Engagement between a Client and a Freelancer;
<b>“Business Day”</b>	means a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.
<b>“Charges”</b>	means the Freelancer Fees and Expenses.
<b>“Client”</b>	any third party who engages with Workfree for the provision of services from a Freelancer through the Platform;
<b>“Client Personnel”</b>	Means employees, workers, directors, officers, and agents of the Client.
<b>“Client Policies”</b>	means policies and procedures applicable to the staff and/or suppliers of a Client.
<b>“Client Undertakings”</b>	means any Client-standard undertakings required to be signed by Freelancers concerning confidentiality, personal data, intellectual property rights, indemnities and/or insurance before beginning an Assignment (and Client acknowledges that is the author of the Client Undertakings and can impose whatever direct undertakings it wishes, including in relation to Intellectual Property Rights, confidentiality, data protection, insurance and indemnities; Client shall make clear in its Client Undertakings if Client requires signature by the Freelancer’s personal services company, consultancy or umbrella company as well as the individual Freelancer). Client may not prevent Freelancer from providing services to any of their other clients or impose any exclusivity, non-defamation, non-solicitation and/or non-competition clauses unless such restriction is reasonable in all respects and complies with Local Laws.
<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
<b>“Confidential Information”</b>	means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one Party to the other or otherwise obtained by one Party relating to the other’s business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products, suppliers and customers, including information relating to management, financial, marketing, technical and other arrangements or operations of any associate, person, firm, or organization associated with that Party, but not including information which is or comes into the public domain through no fault of the other Party, was already lawfully in the other Party’s possession or comes into the other Party’s possession without breach of any third party’s confidentiality obligation to the disclosing Party, or is independently developed by or on behalf of the other Party.
<b>“Deemed Payment Basis”</b>	means the payment of the Freelancer acting through its own personal service company on a deemed payment basis as set out in Part 2, Chapter 10 IETPA.
<b>“Employment Status Determination Statement”</b>	means the document provided by the Client declaring the Freelancer and / or its Representative’s deemed employment status following an IR35 assessment and, in depth, the reasons behind the conclusion under section 61NA of Part 2, Chapter 10 of ITEPA

<b>“Engagement”</b>	means the engagement, employment or use of the Freelancer or the Representative by the Client or by any third party to whom or to which the Freelancer or the Representative was Introduced by Workfree on a permanent or temporary basis, whether under a contract of service or for services; or through any other engagement directly or through a limited company of which the Representative is an officer or employee or through a limited liability partnership of which the Representative is a member or employee; or indirectly through another employment business or company which holds itself out as such and “Engage”, “Engages” and “Engaged” shall be construed accordingly.
<b>“Exempted Small Company”</b>	means a company, as defined by the Companies Act 2006, is deemed to be a ‘small’ company if it meets 2 or more of the following criteria within 12 months. <ul style="list-style-type: none"> <li>• Annual turnover is no more than £10.2 million</li> <li>• Balance sheet total is no more than 5.1 million</li> <li>• No more than 50 employees.</li> </ul> If the company is part of a group of companies, the criteria will apply to the parent company based on the aggregate amount of turnover and the aggregate amount of the balance sheet total of the connected entities.
<b>“Expenses”</b>	means in relation to an Assignment the expenses approved by a Client.
<b>“Freelancer”</b>	an entity with a Profile on the Platform seeking an Assignment. For freelancers established in the United Kingdom, as the case may be, a sole trader, personal services company, consultancy, umbrella company or other limited company or partnership or (ii) for contractors established outside of the United Kingdom, economically independent contractors who have confirmed to Workfree that they are operating as a business (which means they are legally and financially responsible to their clients (including Workfree and Clients) for the services they provide)
<b>“Freelancer Fees”</b>	means the Time-based or Unit-based fees charged by a Booked Freelancer in relation to an Assignment (including any Assignment Cancellation Fees or any charges under clause 6) as agreed and/or amended directly between a Client and a Freelancer and as recorded by the Platform in the Assignment Details.
<b>“Freelancer Personnel”</b>	means the Representative and such of the Freelancer’s employees, workers, officers, or representatives provided to perform the Services (and save, includes any officer, employee, worker or representative of any third party to whom the provision of the Services is assigned or sub-contracted with the prior approval of the Client);
<b>“Freelancer Terms”</b>	means the terms and conditions applicable to the Freelancers from time and time and available from Workfree.
<b>“Good Industry Practice”</b>	means the exercise of that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional, and experienced person engaged in the same type of undertaking under the same or similar circumstances
<b>“Inside IR35”</b>	means an Assignment which does not meet the provisions of Section 61M ITEPA
<b>“Intellectual Property Rights”</b>	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>“IR35 Legislation”</b>	means Chapter 8 of Part 2 ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000;
<b>“IR35 Status Decision”</b>	means the Client’s decision on the application of the Intermediaries Legislation to the Assignment in accordance with Section 61T ITEPA, to be provided in writing to Workfree.
<b>“ITEPA”</b>	means the Income Tax (Earnings and Pensions) Act 2003;

<b>“Large Client”</b>	Means (i) an end -user of the Freelancer’s Services which is determined to be operating within the public sector; or (ii) any medium/large end-user of the Freelancer’s Services in the private sector which does not fall within the definition of a “small business” in accordance with s382(2) of Companies Act 2006.
<b>“Local Laws”</b>	means Applicable Laws and all applicable laws, regulations, regulatory requirements, and mandatory codes of practice of any jurisdiction Client is established and any jurisdiction from which or to which Freelancer (or any Substitute) is providing services to Client.
<b>“Local Employment Laws”</b>	means Local Laws relating to employment or labour law and/or employment status.
<b>“Local Tax Laws”</b>	means laws, regulations, regulatory requirements, and mandatory codes of practice other than England & Wales, Scotland or Northern Ireland relating to tax law and/or employment status for tax.
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and "Loss" shall be construed accordingly;
<b>“NICs Legislation”</b>	means legislation regarding the deduction and payment of national insurance contributions including in particular the Social Security (Categorisation of Earners) Regulations 1978.
<b>“Payment Partner”</b>	Means Payrollor such other umbrella payment company engaged by Workfree to facilitate payments to Freelancers operating Inside IR35.
<b>“Permitted Recipients”</b>	the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.
<b>“Opt Out”</b>	Means an opt-out under regulation 32(9) of the Conduct Regulations and <b>Opted out</b> shall be construed accordingly.
<b>“Outside IR35”</b>	means an Assignment which meets the provisions of Section 61M ITEPA.
<b>“Policies”</b>	the Workfree Terms of Site Use, Workfree Anti-corruption and Bribery Policy, the Workfree Invoicing Policy and the Workfree Data Privacy Policy, as may be modified by Workfree from time to time are available at <a href="http://www.workfree.io">www.workfree.io</a> (the “Site”)
<b>“Platform”</b>	means Workfree’s online platform available at URL <a href="https://workfree.io">https://workfree.io</a> .
<b>“Platform Commission”</b>	means the fees payable by a Client for access to the Platform, on a per Booking basis, calculated on the rates shown at the time of Booking (which may be fees labelled a booking fee, platform fee, platform commission or a platform referral fee or a combination of these).
<b>“Profile”</b>	the online profile uploaded onto the Platform by a Freelancer, including skills, qualifications, experience, and availability.
<b>“Rate”</b>	means the then-current % rate displayed by the Platform at the time of Booking, and which is applied to the Freelancer Fee to calculate the Platform Commission
<b>“Registration Confirmation”</b>	means the confirmation of the Client’s acceptance sent by Workfree to the Client as recorded by the Platform.
<b>“Registration Date”</b>	means the date the Freelancer confirms its registration on the Platform.
<b>“Representative”</b>	the key person responsible for providing the Services on behalf of the Freelancer;
<b>“Screening”</b>	means the checks carried out by Workfree to assess whether a Freelancer is suitable for an Engagement through the Platform. This includes, but is not limited to, the examination of resumes and application forms, verification of qualifications and professional references, conducting background checks in compliance with applicable laws, and ensuring Freelancers meet the necessary legal requirements for Engagement. All Screening processes shall be conducted in accordance with Applicable Data Protection Laws.
<b>“Services”</b>	such services as are detailed in the Assignment Details to be provided by the Freelancer to the relevant Client;
<b>“Shared Personal Data”</b>	the personal data to be shared between the parties under this agreement relating, but not exclusively, to the Freelancer, the Representative, the Client and Workfree



<b>“Status Self-Assessment”</b>	means an assessment of whether a Freelancer is Inside IR35 or self-employed by a Freelancer acting through a PSC in accordance with Part 2 IETPA.
<b>“Time-Based”</b>	means the Freelance Fee will be based on the time spent by the Freelancer delivering an Assignment.
<b>“Unit Based”</b>	means the Freelance Fee will be based on the Units completed by the Freelancer delivering an Assignment.
<b>“Verification”</b>	means the identity checks on a Freelancer upon Registration to the Platform.
<b>“Workfree”</b>	A company registered in England and Wales under company number 13799043 with its registered office at 128 City Road, London EC1V 2NX. To contact us, please email <a href="mailto:info@workfree.io">info@workfree.io</a> .
<b>“Workfree Personnel”</b>	means the employees, workers, directors, officers, agents, and subcontractors of Workfree.
<b>“Year”</b>	means each period of 12 calendar months calculated from the Registration Date.