



Community Terms

Workfree is a marketplace that connects employers and businesses with contractors (individuals or companies) providing flexibility in where, how or when roles are fulfilled. Workfree supports 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. Workfree also enables the establishment of individual communities (each a “**Community**”) each managed by a community leader (the “**Community Leader**”) to provide the same services to invited Clients and Freelancers. The way that a Community Leader uses the Platform is governed by these terms. By continuing to use the Platform and using it to connect Freelancers and Clients and access the content that we upload and share with you, each Community Leader agrees to be bound by these Conditions (the “**Conditions**”).

IT IS AGREED AS FOLLOWS:

1. COMMENCEMENT AND DURATION

- 1.1. In these Conditions, defined terms shall have the meanings set out in the Schedule at the end of this document.
- 1.2. Before a business can register as a Community Leader on the Platform, it must submit a request for access via the Platform. The Community Leader is deemed to have agreed to these Conditions 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 the Community Leader and Community Leader Personnel of the Platform is subject to these Conditions. The Community Leader is responsible for all use of the Platform by its Community Leader Personnel.
- 1.4. The Community Leader 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 Community Leader on the Platform, Workfree shall send a Community Leader Registration Confirmation to the Community Leader, at which point a binding agreement is formed (the “**Community Agreement**”) between Workfree and such Community Leader consisting of these Conditions together with the Workfree Policies. Such Community Agreement shall continue unless otherwise terminated pursuant to clause 12 and Workfree reserves the right to remove the Community Leader from the Platform at any time. For the avoidance of doubt, in relation to a particular Community Agreement, the relevant Community Leader is the Community Leader which has agreed to such Community Agreement and all relevant defined terms shall be construed accordingly.
- 1.6. A Community Agreement shall not enter into force between any Community Leader and Workfree, be legally binding or have any other effect unless Workfree has sent a Community Leader Registration Confirmation to that Community Leader.
- 1.7. Unless otherwise agreed in writing by a director of Workfree, the Community Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Community Leader and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral.
- 1.8. No changes to this Community Agreement are valid or have any effect unless agreed by Workfree and the Community Leader in writing. Workfree reserves the right to vary the Conditions or Workfree Policies from time to time. Updated versions of the Conditions will be displayed on the Platform and by continuing to use and access the Platform following such changes, the Community Leader agrees to be bound by any variation. It is the Community Leader’s responsibility to check the Conditions from time to time to verify such variations.

2. WORKFREE’S OBLIGATIONS

- 2.1. Workfree shall maintain the Platform with a view to enabling the Community Leader to connect Clients and Freelancers. 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 its reasonable endeavours to ensure that any Client or Freelancer that has been accepted by Workfree to be a member of the Community shall be tagged as such on Workfree’s system in order to ensure that the Community Leader receives the appropriate Community Leader Fees.
- 2.3. 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. Each Community Leader is bound by Workfree’s [Acceptable Use Policy](#) and [Website Terms of Use](#) which shall govern the Community Leader’s use and access to the Platform.
- 2.4. In performing its obligations under the Community Agreement, Workfree shall:
 - 2.4.1. comply with Applicable Law; and
 - 2.4.2. use reasonable endeavours to carry out Verification on Freelancers and Clients as part of their registration for the Platform as soon as reasonably practical after a request from the Community Leader.

3. USE OF THE PLATFORM

- 3.1. The Community Leader may use the Platform to connect Freelancers and Clients by inviting those entities to join its community marketplace. Clients can book freelancers, post jobs and talent pools to the community for freelancers to apply to and join. For the avoidance of doubt, however, any Assignment shall be governed, contractually, solely by contractual arrangements between: (i) Workfree and the relevant Client; (ii) Workfree and the relevant Freelancer; and (iii) the relevant Client and the relevant Freelancer.
- 3.2. The Community Leader 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.

4. CHARGES AND PAYMENT

- 4.1. Workfree shall pay to the Community Leader the Community Leader Fees. The relevant unpaid Community Leader Fees shall be paid quarterly in respect of the then outstanding Community Leader Fees.
- 4.2. Workfree may at any time set off any liability of the Community Leader to Workfree against any liability of Workfree to the Community Leader, 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 the Community Agreement or otherwise.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Community Leader acknowledges and agrees that Workfree and/or its licensors own all Intellectual Property Rights in the Platform and its services. The Community Leader’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 Community Agreement. The Community Leader acknowledges that the Platform’s methodology and algorithms are trade secrets.
- 5.2. Unless permitted and necessary under Applicable Law, the Community Leader 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.
- 5.3. Nothing in this Community Agreement, shall transfer the Background IPR of one Party to the other Party.

6. DATA PROTECTION

- 6.1. This clause 6 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.

6.2. Each Party shall comply with all the obligations imposed on a controller under the Applicable Data Protection Laws.

6.3. Each Party shall:

6.3.1. 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;

6.3.2. 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;

6.3.3. process the Shared Personal Data only for the Agreed Purposes;

6.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

6.3.5. 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;

6.3.6. 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

6.3.7. not transfer any personal data outside of the European Economic Area unless the transferor:

6.3.7.1. complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and

6.3.7.2. 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.

6.4. 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:

6.4.1. consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;

6.4.2. promptly inform the other Party about the receipt of any data subject access request;

6.4.3. provide the other Party with reasonable assistance in complying with any data subject access request;

6.4.4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other Party wherever possible;

6.4.5. 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;

6.4.6. notify the other Party without undue delay on becoming aware of any breach of the Applicable Data Protection Laws;

6.4.7. 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;



- 6.4.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 6.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 6; and
 - 6.4.10. 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.
- 6.5. 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:
- 6.5.1. Pseudonymising and encrypting Personal Data.
 - 6.5.2. Ensuring confidentiality, integrity, availability and resilience of its systems and services.
 - 6.5.3. Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
 - 6.5.4. Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

7. CONFIDENTIALITY AND MARKETING

- 7.1. 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 7.2.
- 7.2. Each Party may disclose the other Party's Confidential Information:
 - 7.2.1. 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 7; and
 - 7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3. 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.
- 7.4. All information relating to Freelancers and Clients 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 Community Leader. Such information must not be used for any other purpose nor divulged to any third party.
- 7.5. The Community Leader hereby authorises Workfree to use the Community Leader's name and logo to refer to the Community Leader as a client of Workfree and/or a user of the Platform and the Marketplace Services (including as part of its client list on any Workfree website).

8. INSURANCE

- 8.1. Workfree shall maintain in force at its own expense all insurances required by Applicable Laws with a reputable insurer. The Community Leader shall maintain in force at its own expense all insurances required by Local Laws with a reputable insurer.

9. WARRANTIES

- 9.1. Each warrants that it has the legal authority to enter into and fulfil its commitments under this Community Agreement and that this Community Agreement is legally enforceable against it according to its terms.



- 9.2. The Community Leader understands that the Marketplace Services rely on services provided by third parties. These third-party services are offered to both Workfree and the Community Leader as-is and as available without any warranties or guarantees.
- 9.3. Unless specifically otherwise stated in this Community Agreement, neither Workfree nor its suppliers, distributors, or investors provide any warranties or guarantees in relation to the Platform or the Marketplace Services. In particular, but without limiting the foregoing, unless explicitly otherwise stated in this Community 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.
- 9.4. The Community Leader acknowledges that any third-party data, content, goods, and services accessed through the Platform or Marketplace Services are the sole responsibility of the originating party and agrees that Workfree shall have no liability for loss related to use of such items. The Community Leader recognises that using third-party data, content, goods, and services may require separate agreements with those third parties. This Community Agreement does not alter the Client's legal relationship with those third parties.
- 9.5. 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 Community Leader or its users cause or contribute to the failure, the Community Leader will indemnify Workfree in relation to any losses Workfree incurs in fixing the Marketplace Services.
- 9.6. Workfree represents and warrants that:
 - 9.6.1. the provision of the Platform and associated Marketplace Services by Workfree to the Community Leader shall not infringe the Intellectual Property Rights of a third party in the territory from which Workfree provides its Marketplace Services; and
 - 9.6.2. in performing its obligations under the Community Agreement, it shall comply with Applicable Laws (including those relating to Intellectual Property Rights and Data Protection Laws).
- 9.7. The Community Leader represents and warrants that:
 - 9.7.1. in performing its obligations under the Community Agreement, it shall comply with Local Laws (including those relating to Intellectual Property Rights and Data Protection Laws); and
 - 9.7.2. it is not entering into the Community 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.

10. CLAIMS AND INDEMNITIES

- 10.1. Subject to clause 10.2 and clause 10.3, Workfree shall indemnify and hold harmless the Community Leader against Losses incurred by reason of any claim by a third party that, in using the Platform in accordance with the terms of the Community Agreement, the Community Leader has infringed the Intellectual Property Rights of that third party in a territory from which Workfree provides its Services (a "**Community Leader Claim**").
- 10.2. In respect of a Community Leader Claim, the Community Leader shall:
 - 10.2.1. give written notice of the Community Leader Claim to Workfree as soon as reasonably practicable (and in any event within seven days), specifying the nature of the Community Leader Claim in reasonable detail;
 - 10.2.2. not make any admission of liability, agreement or compromise without the prior written consent of Workfree;
 - 10.2.3. 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 Community Leader or its Affiliates, to enable Workfree and its professional advisers to examine them and to take copies (at Workfree's expense) to assess the Community Leader Claim; and
 - 10.2.4. give Workfree sole authority to avoid, dispute, compromise or defend the Community

Leader Claim.

- 10.3. The indemnities at clause 10.1 shall not apply to the extent that the Community Leader Claim results from (or Losses under the Community Leader Claim are increased because of):
 - 10.3.1. breach by the Community Leader of the Community Agreement;
 - 10.3.2. use of the Platform other than as intended according to its functionality or instructions from time to time;
 - 10.3.3. any liability for breach by the Community Leader or its Affiliates of any taxation legislation or guidance or any other Local Laws;
 - 10.3.4. any dispute between any tax or social charges authority (including HMRC) and the Community Leader or its Affiliates compliance with any tax legislation or guidance; and/or
 - 10.3.5. any act, breach, omission or infringement which the Community Leader or its Affiliates, or any of their Personnel, deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
- 10.4. If any Community Leader Claim is made, 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.
- 10.5. Subject to clause 10.7, the Community Leader shall indemnify and hold harmless Workfree against:
 - 10.5.1. use of the Platform outside of the scope of use granted in the Community Agreement, including any breach of Workfree or its licensors' Intellectual Property Rights;
 - 10.5.2. Losses in connection with a breach by the Community Leader or its users of the Platform of the Acceptable Use Policy;
 - 10.5.3. Losses in connection with any claim by a Freelancer or Client arising out of the Community Leader's or the Community Leader Personnel's treatment of the Freelancer or Client 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; and
 - 10.5.4. Losses in connection with any claim by a Freelancer or Client arising out of the Community Leader's or the Community Leader Personnel's treatment of the Freelancer or Client in connection with bullying, harassment or otherwise unlawfully discriminating against any Freelancer or Client,(each a **Workfree Claim**).
- 10.6. In respect of each Workfree Claim, Workfree shall:
 - 10.6.1. give written notice of the Workfree Claim to the Community Leader as soon as reasonably practicable (and in any event within sevendays), specifying the nature of the Workfree Claim in reasonable detail;
 - 10.6.2. not make any admission of liability, agreement or compromise without the prior written consent of the Community Leader;
 - 10.6.3. give the Community Leader 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 Community Leader 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 Community Leader 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 Community Leader to whom it allows access); and
 - 10.6.4. give the Community Leader sole authority to avoid, dispute, compromise or defend the Workfree Claim.



- 10.7. The indemnity at clause 10.5 shall apply to the extent that the Workfree Claim results from (or Losses under the Workfree Claim are increased because of):
- 10.7.1. breach by Workfree of the Community Agreement;
 - 10.7.2. any liability for breach by Workfree of any taxation legislation or any other Applicable Law;
 - 10.7.3. any act, breach, omission or infringement which Workfree Personnel deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
- 10.8. Nothing in this clause 10 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 10.
- 10.9. Liability under the indemnities in this clause 10 is limited and excluded under clause 11.

11. LIMITATIONS ON LIABILITY AND EXCLUSIONS

- 11.1. Subject to clauses 11.2 to 11.4, the total liability of each Party to the other in connection with a Community Agreement, whether arising from contract, negligence or otherwise, shall be limited as follows:
- 11.1.1. in respect of each individual Community Agreement, a sum equal to the total Community Leader Fee paid in relation to that Community Agreement; and
 - 11.1.2. for all claims by the Community Leader in respect of which an event giving rise to the claim arose in a Year, an aggregate sum equal to all Community Leader Fees paid or payable in that Year.
- 11.2. Subject to clause 11.3, neither Party shall be liable for:
- 11.2.1. any indirect or consequential loss;
 - 11.2.2. any loss or corruption of data or information, or loss of profits, business opportunity or anticipated savings.
- 11.3. The exclusions and limitation of liability set out in this clause do not apply to:
- 11.3.1. liability arising from death or injury to persons caused by negligence;
 - 11.3.2. breach of clauses 5 or 7;
 - 11.3.3. liability arising as a result of fraud; and/or
 - 11.3.4. anything else which cannot be excluded or limited by Applicable Law, to which no limit or exclusion applies.
- 11.4. Subject to clause 11.3, Workfree shall not be liable to the Community Leader or any third party for any acts, errors or omissions of a Freelancer and/or Client including negligence, dishonesty, misconduct or lack of skill.
- 11.5. If the Community Leader receives any allegation or claims about or from a Freelancer or Client 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.

12. TERMINATION OF COMMUNITY AGREEMENT

- 12.1. Either Party may terminate this Community Agreement with immediate effect by giving written notice to the other Party if:
- 12.1.1. the other Party commits a material breach (which will include a failure to pay amounts due) of the Community 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
 - 12.1.2. the other Party repeatedly breaches any of the terms of the Community 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 Community Agreement.
- 12.2. Either Party may terminate this Community Agreement with immediate effect by giving the other Party notice if:



- 12.2.1. the other Party can no longer pay its debts, as defined in section 123 of the Insolvency Act 1986;
 - 12.2.2. the other Party stops, or indicates it might stop, running a major part of its business;
 - 12.2.3. there's a legal seizure of the other Party's property or assets due to debt;
 - 12.2.4. the other Party proposes or agrees to a plan with its creditors to handle debts;
 - 12.2.5. 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;
 - 12.2.6. the other Party is facing the process of administration, such as receiving notices, applications, orders, or the appointment of an administrator;
 - 12.2.7. a financial controller is appointed over any part of the other Party's business or assets.
 - 12.2.8. there are bankruptcy proceedings or orders against the other Party;
 - 12.2.9. the other Party applies for, or is granted, a debt relief order;
 - 12.2.10. the other Party legally dissolves or ceases to exist; or
 - 12.2.11. any event similar to those listed in clauses 12.2.1 to 12.2.10 happens to the other Party under the laws of another jurisdiction.
- 12.3. Either Party may terminate this Community Agreement for convenience as follows:
- 12.3.1. Community Leader: by cancelling its registration on the Platform; or
 - 12.3.2. Workfree: by giving one month's notice by email to the Community Leader.
- 12.4. Termination of this Community Agreement will not affect rights and obligations which arose prior to the date of termination.
- 12.5. Termination of a particular Community Agreement shall be without prejudice to any other Community Agreement (or other agreement) entered into by Workfree or any Affiliate of Workforce.
- 12.6. Immediately after receipt (or service) of notice to terminate the Community Agreement under the clause 12, each Party shall provide all reasonable assistance and information to the other to ensure an orderly end to the relationship.
- 12.7. It is noted that, in the event that this Community Agreement is terminated, any Clients and/or Freelancers which are members of the Community run by the Community Leader, but not members of any other communities, shall automatically become members of the Workfree community.

13. FORCE MAJEURE

- 13.1. A Party shall not be liable for any breach of this Community 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.

14. ANTI-BRIBERY AND CORRUPTION

- 14.1. Each Party agrees to:
- 14.1.1. comply with all Local Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010;
 - 14.1.2. 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
 - 14.1.3. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Community Agreement.
- 14.2. Breach of this clause 14 shall be deemed a material breach of this Community Agreement which is irremediable.

15. ANTI-FACILITATION OF TAX EVASION



- 15.1. Each Party shall:
 - 15.1.1. not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under the Criminal Finances Act 2017;
 - 15.1.2. 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
 - 15.1.3. 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 Community Agreement.
- 15.2. Breach of this clause 15 shall be deemed a material breach of this Community Agreement which is irremediable.

16. GENERAL

- 16.1. The Community Leader agrees not to solicit or try to hire any Workfree Personnel who have been involved in providing services to the Community Leader until the date which is 12 months after such Personnel finished providing such services. However, Workfree agrees that the Community Leader may hire personnel through general public job advertisements or recruitment campaigns.
- 16.2. Workfree may reassign, transfer, secure, or hold in trust any of its rights or responsibilities under this Community Agreement, or any interest therein. This Community Agreement does not restrict Workfree from engaging in fundraising, public offerings, or similar agreements.
- 16.3. The Community Leader may not transfer or assign any of its rights or obligations under this Community Agreement to any third party without Workfree's written consent, which will not be unreasonably withheld or delayed.
- 16.4. This Community Agreement does not establish a partnership or joint venture between the Parties. Neither Party is authorised to bind the other, contract in the other's name, or create liabilities for the other in any way.
- 16.5. This Community Agreement does not grant any third parties the right to enforce any terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.6. This Community Agreement represents the full agreement between the Parties and supersede all prior agreements and understandings related to their subject matter.
- 16.7. Subject to clause 16.8, no variation of this Community Agreement shall be effective unless it is in writing and signed by or on behalf of each Party.
- 16.8. If an event occurs which has or is likely to have a substantial adverse impact on Workfree's ability to perform its obligations under this Community Agreement or Applicable Laws (an "**Adverse Impact**"), Workfree may amend the Community Agreement 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 Community Leader 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 .
- 16.9. The rights and remedies provided by this Community Agreement are in addition to any other rights or remedies a Party may have.
- 16.10. Notices required under this Community Agreement 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.
- 16.11. If any part of this Community Agreement is found to be invalid, illegal, or unenforceable, it will be considered removed, but this does not affect the remainder of this Community Agreement. Workfree may replace any removed provision with a similar one that closely matches the original's intent.
- 16.12. The Parties agree to negotiate in good faith to resolve any disputes related to the Marketplace Services before considering legal action.
- 16.13. If a dispute isn't resolved within 10 business days, it should be escalated to senior representatives of the Community Leader and Workfree for further discussion.



- 16.14. 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.
- 16.15. 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.
- 16.16. 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.
- 16.17. If the Parties resolve the dispute, the agreement will be recorded in writing and, once signed by authorised representatives, becomes final and binding.
- 16.18. Termination of the Community Agreement does not affect accrued rights, liabilities, or any provisions meant to continue post-termination.
- 16.19. The Community Agreement and related non-contractual obligations are governed by English law, and English courts have exclusive jurisdiction over disputes (subject as otherwise stated above).

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 Community Agreement.
- 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.

“Affiliate”	means any individual or organization that is connected to, or in a partnership with, the relevant Party in a subsidiary or secondary capacity.
“Applicable Data Protection Laws”	To the extent the UK GDPR applies, the laws of the United Kingdom which relate 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). “Controller,” “data controller”, “processor”, “data processor,” “data subject” “personal data”, “processing”, and appropriate technical and organizational measures are as set out in the Applicable Data Protection Laws in force at the time.
“Applicable Law”	means all applicable laws, regulations, regulatory requirements and mandatory codes of practice, as amended and in force from time to time.
“Agreed Purposes”	the performance by each Party of its obligations under this agreement.
“Assignment”	means any single assignment during which the Services are performed by a Freelancer and/or its Personnel for a Client;
“Assignment Details”	means the details of an Assignment agreed upon directly between the Client and Contractor as recorded on the Platform;
“Background IPR”	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 date the Community Agreement is formed or which were or are created, invented or conceived independently of any Community Agreement (whether before or after the date the Community Agreement is formed).
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England,

	when banks in London are open for business.
“Client”	an entity with a Profile on the Platform which Workfree has agreed can use the Platform to engage the provision of services from Freelancers and which has agreed to the Client Terms.
“Client Terms”	means the terms and conditions applicable to Clients from time and time and available from Workfree found at www.workfree.io/legal-hub
“Community Leader Fees”	means: $50\% * (X - Y)$, where: X = the gross revenue for the relevant period received by Workfree which is generated (in the sole opinion of Workfree) solely by the Community; and Y = VAT received in relation to X and all costs incurred by Workfree (including VAT on such costs) which are attributable (in the sole discretion of Workfree), directly or indirectly, to X.
“Community Leader Registration Confirmation”	means the confirmation of the Community Leader’s acceptance sent by Workfree to the Community Leader as recorded by the Platform.
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
“Confidential Information”	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.
“Freelancer”	an entity with a Profile on the Platform which Workfree has agreed can use the Platform as a freelancer and which has agreed to the Freelancer Terms.
“Freelancer Terms”	means the terms and conditions applicable to the Freelancers from time and time and available from Workfree found at www.workfree.io/legal-hub
“Group”	means, in relation to any entity, that entity’s holding companies and subsidiaries and any subsidiaries of any such holding companies.
“Intellectual Property Rights”	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.
“Local Laws”	means Applicable Laws and all applicable laws, regulations, regulatory requirements and mandatory codes of practice of any jurisdiction in which Workfree or the Community Leader is established.
“Losses”	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.
"Marketplace Services"	means those services provided to the Community Leader by Workfree via the Platform.
"Permitted Recipients"	the Parties and the Personnel of the Parties engaged to perform obligations in connection with this Community Agreement.
"Personnel"	means employees, workers, directors, officers, consultants and agents of the relevant Party.
"Platform"	means Workfree's online platform available at URL https://workfree.io .
"Party"	means either Workfree or the Community Leader which is a party to the relevant Community Agreement.
"Profile"	the online profile uploaded onto the Platform by a Freelancer, including skills, qualifications, experience and availability.
"Representative"	the key person responsible for providing the Services on behalf of a relevant Freelancer.
"Services"	such services as are detailed in the Assignment Details to be provided by the Freelancer to the relevant Client.
"Shared Personal Data"	the personal data to be shared between the Parties under this Community Agreement relating, but not exclusively, to a Freelancer (including its Personnel), the Client (including its Personnel) and/or Workfree (including its Personnel).
"Verification"	means the identity checks on a Freelancer or Client upon an application to use the Platform.
"Workfree"	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 info@workfree.io .
"Workfree Policies"	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 Workfree.io (the " Site ").
"Year"	means each period of 12 calendar months calculated from the date the Community Agreement is formed.