



# FreeUp Client Contract (Upwork)

October 25, 2021

FreeUp LLC  
Document Sender :  
Signer:



## FreeUp Client Contract (Upwork)

### FreeUp Upwork.com Client Agreement - Terms of Use

This FreeUp Network Upwork.com Client User Agreement - Terms of Use ("Agreement") is made and entered into between FreeUp, LLC ("FreeUp") and Client (any references herein to "you," "your," "they," "their" or any other identifiers shall apply to and have the same meaning and effect on the Client), and shall be effective immediately upon all parties having duly executed this Agreement.

Client has identified FreeUp through Client and FreeUp's access to Upwork.com ("Upwork"). Client desires to use the FreeUp Network, its services and platform to attempt to locate Independent Contractors ("Freelancers") marketing their Services to potential clients to satisfy Client's business needs on a non-exclusive basis.

Through their relationship on Upwork, FreeUp is willing to permit Client to access the FreeUp Network to locate and potentially enter into independent service contracts with Freelancers to perform Services that Client is seeking.

Upwork is not a party to this Agreement.

**CLIENT'S ACCESS TO FREELANCERS ON THE FREEEUP NETWORK VIA UPWORK.** Client understands and acknowledges that admission and continued access to the FreeUp Network is conditioned on Client's full compliance with Upwork's Terms of Use/User Agreement and other conditions and obligations as set forth on Upwork.com, along with Client's full compliance with these Terms of Use.

**MARKETPLACE CONCEPT - ACCESS TO FREELANCERS ON A NON-EXCLUSIVE BASIS.** Client understands and acknowledges that FreeUp may, in its sole discretion and subject to certain subjective access criterion, permit an unlimited amount of Clients and Freelancers access to the FreeUp Network. Client understands that other Users on the FreeUp Network may be engaged, may have previously been engaged, or may engage in the future in the same or similar business activities as Client. Client understands that Freelancers on the FreeUp Network may have other clients both within the FreeUp Network and outside of the FreeUp Network, and may be performing Services similar in nature or the same as those performed for Client for Freelancers' other clients. Client understands and acknowledges that Freelancers are independent contractors making themselves available to perform Services on a discretionary, non-exclusive basis, and any change or alteration of the non-exclusive basis for Services is solely between Client and Freelancer. Freelancers are not employees of FreeUp or Upwork.

**CLIENT AND FREELANCERS.** Client and Freelancer are responsible for determining the manner and methodology for performing any Services. Client and Freelancer are responsible for determining length of project and any project scheduling. Any equipment, supplies, facilities or any other items necessary for use in and for the purpose of performing Services shall be between Client and Freelancers. Client and Freelancer are responsible for determining any onboarding related to the scope of Services agreed upon. Clients are encouraged to agree to the scope of hours required for any project with Freelancers in advance and in writing, and FreeUp encourages this practice as an effort to forego any future issues between Client and Freelancers over time expended on Services, where applicable.

Prior to the commencement of any Services by any Freelancer, Client agrees that Freelancer's rates must be agreed to by Freelancer and Client, and consented to by FreeUp. Client acknowledges that Freelancer must agree to perform Services for Client. Client understands and acknowledges that as part of their Independent Contractor status, Freelancers have no obligation to be "on call" at any time or "on call" 24 hours per day and/or 7 days per week for Client. Client further acknowledges that it is not any obligation of Freelancers as part of Freelancers' access and/or use of the FreeUp Network. Client and Freelancer are responsible for all other aspects of their business relationship except, however, Client is responsible for complying with all obligations in this Agreement and the Terms of Use/User Agreement of Upwork.

**CLIENT'S WARRANTIES AND OBLIGATIONS RELATED TO ACCESS AND USE OF THE NETWORK.** Client represents and warrants that they will have business dealings with FreeUp and use or access the FreeUp Network for business purposes only. Client further represents they are in good standing with all federal, state and local agencies, regardless of where Client's principal address, principal place of business, or any other locations of Client's business are located, or whether Client conducts business or has a business presence



including without limitation where access to the FreeUp Network or Services provided by Freelancers originate, continue or are completed. Client represents and warrants they are over the age of 18 years old (if an individual) and eligible to conduct business on the FreeUp Network and Upwork, regardless of where access or Services originate, continue or are completed. Client shall maintain appropriate legal authorization to conduct business under all applicable laws. Client shall comply with all applicable statutes, regulations, ordinances and rules. Client represents and warrants the Services sought on the FreeUp Network are for lawful, legitimate, business purposes only.

Client acknowledges and agrees it shall be solely responsible for payment to Freelancers and FreeUp through Upwork.com for all Services rendered to Client, regardless of whether Services are performed by Freelancer as an individual or Freelancers as a business entity with personnel ("Freelancer Personnel"). Client agrees it is solely responsible for all payments to Services performed.

Client agrees and acknowledges it is solely and exclusively responsible for any tax obligations related to its business. If Client has any other representatives ("Client Personnel") performing any services which relate to or pertain to any Services in which Freelancers may be performing for Client, Client shall be solely responsible for all wages, pay, costs, expenses, payments, taxes, insurance, benefits and any other monetary or non-monetary entitlements of any kind, if any, associated with any Client Personnel. Client agrees and acknowledges that any Client Personnel have no relationship with FreeUp whatsoever and are not entitled to any payments of any kind from FreeUp. Client agrees and acknowledges that Client shall treat Freelancers as Independent Contractors and that Client is solely responsible and assumes all liability for any employment classification of any Freelancer or Freelancer Personnel, including any classification as employees of Client. Client agrees and acknowledges that FreeUp has no control, supervision, direction, decision-making authority, neither directly nor indirectly, for Freelancer and/or Freelancer Personnel other than Freelancer's access and use of the FreeUp Network. Any customer support services provided by FreeUp or the FreeUp Marketplace are for the benefit of users and are not intended to, or to be construed as, FreeUp exercising any control or direction of the independent relationship between Client and Freelancer. Client agrees and acknowledges that Freelancers are not employees, independent contractors or agents of Upwork or employees of FreeUp. Freelancer and Client are responsible for determining any contract terms between Client and Freelancer including without limitation pay rate, work hours, service dates, and working conditions. Neither Client, Upwork nor FreeUp have the right or power to supervise or control Freelancers. Freelancers are not providing services to Upwork or FreeUp.

Client acknowledges that FreeUp's only function is to permit Client access to Freelancers on the FreeUp Network that may be able to perform Services that Client is in need of.

CLIENT AGREES AND ACKNOWLEDGES THEY ARE SOLELY RESPONSIBLE FOR FULL PAYMENT FOR ALL SERVICES RENDERED BY ANY FREELANCER FOR SERVICES TO CLIENT ARISING OUT OF THE FREELANCER AND CLIENT'S ACCESS TO AND/OR USE OF THE FREEUP NETWORK OR CLIENT'S RELATIONSHIP WITH FREEUP VIA UPWORK.COM. CLIENT ACKNOWLEDGES AND AGREES THAT THIS IS A MATERIAL PROVISION OF THIS AGREEMENT.

Client gives FreeUp express permission to share any and all contact information in the possession of FreeUp with any Freelancers of Client and FreeUp is authorized to maintain Client's information in FreeUp's normal course of business.

TREATMENT OF ALL USERS. All users of the FreeUp Network, including Client, are expected to conduct themselves in a professional, courteous manner at all times. Client acknowledges it understands and agrees to conduct itself in a professional, courteous manner toward all users, including Freelancers. FreeUp does not tolerate unprofessional conduct in any form. This includes without limitation reports of any discrimination, harassment, unlawful or unprofessional conduct towards Freelancers and/or Freelancer Personnel and other Clients. FreeUp considers the Network to be a place free of discrimination and retaliation of any kind and of equal opportunity to all potential users regardless of gender, sex, race, ethnicity, national origin, color, disability religion, sexual orientation and sexual preference. Client understands and acknowledges its continued access and/or use of the FreeUp Network and relationship with FreeUp is conditioned on Client maintaining itself in the set forth manner at all times.

FURTHER ASSURANCES. Upon request by FreeUp at any time, Client shall provide business records, including



without limitation business licenses, or any other documents related to Client's business activities with FreeeUp via Upwork.com or through the FreeeUp Network. Further, Client agrees to cooperate, including in the form of providing additional requested documents in an expedited manner to FreeeUp, upon request.

FreeeUp may work with Client and Freelancer and attempt to assist in resolving any issues that may arise in the event Freelancer and Client are unable to resolve any issues amongst themselves.

**RIGHT AND OWNERSHIP OF WORK PRODUCT AND/OR INTELLECTUAL PROPERTY.** All rights and/or ownership to work product and intellectual property shall be agreed upon between Client and Freelancers.

**PAYMENT OF SERVICES.** Client agrees and understands that it will be charged the full amount for all hours billed by Freelancer in providing the agreed to Services for Client as entered into Client's Account on Upwork.com.

All billing and payment for Services performed by Freelancer shall be conducted through, and subject to the terms of, Upwork. Client represents and warrants it is in good standing with Upwork at the time of entering into this Agreement and shall promptly notify FreeeUp in the event Client's relationship, including its good standing, with Upwork changes for any reason.

**Note: If you are not an Upwork user and did not identify FreeeUp through Upwork or FreeeUp did not identify you through Upwork, please request FreeeUp's Non-Upwork Client Agreement. This Agreement shall have no effect and is not binding or enforceable in any manner whatsoever if Client is not an Upwork user and/or member and at least one party to this Agreement did not identify the other through Upwork.** Client agrees to indemnify FreeeUp and hold it harmless of and from any and all liability, expenses, costs and attorneys' fees and the cost of any settlement incurred by FreeeUp in connection with and from any and all disputes, controversy, manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, costs, expenses, attorney fees, claims, and demands whatsoever in law or equity which, in any manner, between Upwork and FreeeUp which arise out of or relate to this paragraph.

Client is responsible for full payment of all billed hours for Services provided regardless of whether the Freelancers provide Services to Client directly or to a third party engaging in business with Client. In the event a Client has a relationship with a third party by which Services are rendered by Freelancer to such party through Freelancer's engagement with Client or Client agreement with FreeeUp via Upwork, Client is fully responsible for all hours billed for Services provided to Client, up to and until any third party accesses the FreeeUp Network independently. This includes all Upwork fees.

Freelancers account for the time spent rendering Services to Client through entering time through Client's Account on Upwork.com.

Client acknowledges that the FreeeUp Network does not use or offer screen capture or screenshot software. Client agrees that the lack of screen capture or screenshot software is not a valid reason for disputing an invoice of billed time for Services. Client has access to Client's Account on Upwork.com to view billed time at any time.

All payments for Services must be timely paid through Upwork.com. FreeeUp may recommend Freelancers temporarily pause agreed to Services for Client until full payment on any outstanding invoice is paid via Upwork.com. Client understands and agrees to these provisions and releases FreeeUp and any Freelancers from any liability, claims, disputes or damages in law or equity (collectively, "Claims") including without limitation any Claims for tortious interference as a result of any temporary pause, delay or termination of any Freelancers' Services related to unpaid invoices for Services, regardless of the amount owed on any invoice.

Client agrees and acknowledges it is solely and exclusively responsible for any applicable fees, surcharges, conversion fees and terms and conditions of Upwork including without limitation any Upwork Fees related to payment on invoices for Services through Upwork.com.



Client agrees that all payments for Services rendered by Freelancer and submitted for payment to FreeUp to pass on to Freelancer as a result of Client and FreeUp's relationship through Upwork will be made to FreeUp LLC via Upwork.com. Client agrees to never provide payment related to any Services performed outside of Upwork.

Client agrees to not discuss rates (hourly or flat rate) for Services with Freelancer. This is a material term of this Agreement. Client will contact FreeUp regarding any rate questions, concerns or feedback at [Accounting@FreeUp.com](mailto:Accounting@FreeUp.com).

**RELATIONSHIP OF THE FREEUP NETWORK AND FREELANCERS.** Client understands and acknowledges that Freelancers on the FreeUp Network are Independent Contractors with respect to Client and should be treated by Client—under all definitions—as Independent Contractors. Client understands and acknowledges that Freelancers are merely users on the FreeUp Network, accessing FreeUp.com by which they are seeking potential freelance Clients. Client understands and acknowledges that Freelancers are not employees of the FreeUp Network or Upwork for any purposes whatsoever.

Client understands and acknowledges that a Freelancer has no right or authority, expressed or implied, to assume or to create any obligation or responsibility on behalf of FreeUp, unless expressly directed or authorized by FreeUp in writing, EXCEPT Freelancer has the authority to accept and enter into an independent Service contract for Services sought by Client through access to the FreeUp Network and has the authority to accept the Upwork's Terms of Use/User Agreement. Client understands and acknowledges that Freelancers have no right or authority to assume or create any obligation(s) of any kind, express or implied, on behalf of FreeUp or to make any representation or warranty regarding FreeUp or the FreeUp Network.

**LIMITED USE OF FREELANCERS.** Client agrees to make no attempt to hire, pay, recruit, solicit, hire, contract with or compensate a Freelancer (all references to Freelancer in this section include Freelancer Personnel) outside of its relationship with FreeUp and via Upwork.com that they were introduced to, or contracted with, during any time in which Client is accessing or using the FreeUp Network and for a period of two (2) years immediately following the termination of Client's access to or usage of the FreeUp Network, regardless of the reason.

However, Client and FreeUp and Client and Freelancer that were introduced to, or contracted with Client through Client's use or access to the FreeUp Network or Client's relationship with FreeUp may elect to use FreeUp outside of Upwork.com after 24 months from the time Client identified FreeUp or Client was identified by FreeUp through Upwork.com.

Client agrees to promptly notify FreeUp in the event that Client learns or obtains any knowledge that any other client, user or Freelancer on the FreeUp Network attempts to, or actually does, conduct business outside of the FreeUp Network in violation of this section.

In the event a Freelancer is hired, contracted, or compensation is paid to Freelancer (outside of FreeUp via Upwork.com) by Client or any other party for the benefit of Client in violation of this section, Client acknowledges that there is substantial cost to FreeUp in the pre-vetting of Freelancers for admission to the FreeUp Network and maintaining the FreeUp Network to FreeUp's standards, both of which are for the benefit of Client. Accordingly, Client agrees and acknowledges it shall pay to FreeUp the stipulated sum of \$2,500.00 and 25% of Freelancer's total earnings from Client, regardless of whether compensation is paid directly to or through an entity for Freelancer's benefit, for twenty four (24) months from the date of any breach of Client's obligations under this section. Client agrees that the total stipulated sum is a good faith estimate that is a fair and reasonable amount to compensate FreeUp for its lost profits in the form of lost Services Fees.

It is not a violation of this section if:

- (a) The Freelancer was not introduced to or interviewed with Client; or
- (b) Freelancer previously provided services to Client prior to Client's relationship with FreeUp via Upwork.com

Provided that Client has not violated the above provisions in this section, Client can seek to buyout a Freelancer for Client to access the Freelancer outside of the FreeUp Network. The buyout amount is a



minimum of \$2,500.00 USD for Freelancers located outside the U.S. and a minimum of \$5,000.00 for Freelancers located inside the U.S., but shall be negotiated with FreeUp directly and is subject to a separate, written agreement. Any potential buyout is expressly conditioned upon and subject to Freelancer's express written agreement – and Upwork's User Agreement/Terms of Use. A buyout contemplates only the right to engage Freelancer directly, outside the Client's relationship with FreeUp via Upwork, but has no effect or impact on any obligation of Client and/or Freelancer, if any, to further contract, render services or render any payments or receive payments exclusively via Upwork. A buyout does not provide the Freelancer the right or consent to drop or cease performing Services for other Clients accessing the FreeUp Network in which Freelancer has previously agreed to render Services.

**USER SATISFACTION.** While Client and Freelancer are responsible for determining the manner and method of any onboarding, if applicable, related to the scope of Services agreed upon, Client understands and acknowledges that Freelancers are encouraged to bill for all time incurred in providing Services to Clients via the Client's Upwork Account timekeeping system. This includes any onboarding time.

FreeUp will be responsible for replacement costs for the *actual* number of hours Client and the former Freelancer billed via the Client's Upwork Account for onboarding if the former Freelancer becomes unavailable or ceases performing Services for Client absent any fault attributed to Client. For example, if Client and the former Freelancer billed 5 hours onboarding for the Services agreed to, the FreeUp Network will cover up to 5 hours of onboarding for the replacement Freelancer. This is applicable for up to 100 onboarding hours, provided that is the number of hours Client and the former Freelancer actually billed onboarding for Services to be provided. Any actual onboarding of the former Freelancer exceeding 100 hours is not covered by the FreeUp Network.

(a) This policy and provisions are expressly conditioned on the former Freelancer becoming unavailable and/or ceasing to perform Services for Client and the unavailability and/or ceasing of Services not being the fault of, or attributable to, Client.

(b) Onboarding/Replacement are limited to Client introducing the Freelancer to its business processes specific to the Services Freelancer is engaged to perform as agreed to by all parties.

(c) FreeUp Network will only pay the replacement costs in the form of a credit on future invoices via Upwork.com (FreeUp will make a payment to the Freelancer to offset the former Freelancer's actual onboarding hours) if Client engages a new Freelancer accessing the FreeUp Network.

(d) This does not apply if Client terminates the Freelancer or pauses work.

**BILLABLE HOURS.** Once Client and Freelancer agree to Services (and Client notifies FreeUp of this agreement so that FreeUp can be added to Client's Upwork Account timeclock, Freelancers are encouraged to bill for all time incurred in rendering agreed upon Services to Client. Subject to each Freelancer's independent business discretion, Freelancers are encouraged to discuss minimum billing of 30 minutes for Services. This may include without limitation all phone calls, onboarding, research, work, consults, emails and time Freelancer spends with Client or at Client's place of business.

Client understands that Freelancers set their own rates, therefore, Freelancers' rates may vary depending on skills, experience, location, material necessary to render Services and the scope of Services sought by Client. Rates for Services are set by Freelancers. The total hourly rate includes Freelancer's agreed upon hourly rate and Service Fees.

(i) Freelancers agree to interview with Clients in the event that a Freelancer is interested in the type of Services sought by Client. In most instances, Freelancers are encouraged to keep any interviews and introduction to less than 15 minutes. Client has the option of this introduction/interview at their discretion. Upon mutual agreement of Freelancer and Client to contract to perform Services, Client must confirm the relationship between FreeUp and Client through Upwork.com and notify the FreeUp Network confirming the hire.

Freelancers are encouraged to obtain prior, written approval from Client of hours that Freelancer, in their business judgment, believes will be required to provide any agreed to Services. Client is encouraged to request an estimate of the number of hours and delivery dates that Freelancer, in their business judgment, believes will be required and achievable to provide any agreed to Services and to reach an agreement with Freelancer on the number of hours in writing and prior to Services being commenced.



Client is encouraged to have a continuing dialogue with Freelancer regarding the progress of Services and then current billing for hours incurred in rendering Services. Client is not responsible for billed hours exceeding any prior, written approvals within the same scope of Services agreed to so long as the Client files a dispute within five (5) days from the close of the Upwork billing/invoice period in which the disputed hours were billed. This does not apply if the Freelancer gets prior approval to exceed any previously approved time restrictions. Client understands that each Freelancer has independent discretion on how (the manner and method) they perform Services and limiting hours may impact performance and results. Client cannot require Freelancer to perform agreed to Services in a time period less than Freelancer's estimate of the length of time such Services will take to complete, without Freelancer's express consent.

(ii) After meeting a Freelancer, Client has the option to interview a Freelancer for 10 to 15 minutes. This 10 to 15 minutes interview is free. During the interview, Client should ask Freelancer about their background, skills, experience and other questions regarding the Freelancer. Freelancer is discouraged from reviewing Client's account(s), providing any consultation, and/or beginning onboarding or commencing performance of any Services until Client confirms the relationship between FreeeUp and Client in Upwork.com and confirms the relationship between Freelancer and Client to FreeeUp through Client's Upwork Account. Freelancer is then encouraged to bill for a discovery phase if necessary to be able to present Client with estimates and delivery dates.

**CONFIDENTIALITY.** Client is responsible for deciding and assigning the access and/or authorization level that Freelancer has to its business information and/or systems. FreeeUp Network is not responsible for any confidential and/or proprietary information Client provides to Freelancer, or that Freelancer may or does have access to, or wrongfully acquires, belonging to Client, clients of Client or other third parties for which Client is in possession of or has access to confidential, sensitive or proprietary information. As part of the Freelancer Terms of Use, and except as where required by law, Freelancers agree not share Client materials. Client acknowledges and agrees they will exercise diligent and good faith efforts to notify Freelancers of any sensitive, confidential and/or proprietary information that is being produced to Freelancer or Freelancer is being permitted access to prior to any such disclosure or production. In addition, Freeeup Network agrees not to request any Client information or materials, other than for dispute resolution. Freelancers are informed that Clients may require Freelancers to enter into additional confidentiality and/or non-disclosure agreements.

**AGREEMENTS BETWEEN CLIENT AND FREELANCERS.** Client and Freelancers can agree to other terms so long as it does not, or does not attempt or purport to, regardless of intent, violate, impact, affect, or create any inconsistency with any terms, rights, or obligations under this Agreement, including without limitation any and all rights of FreeeUp as the marketplace provider, and the Upwork.com User Agreement/Terms of Use. In the event any other terms so agreed to by and between Client and any Freelancer violate, impact, affect or create any inconsistency with any terms, rights or obligations under this Agreement, this Agreement shall supersede such other terms. FreeeUp is not a party, agent, representative, principal, employer, beneficiary, related entity, joint venturer, or partner with Client or Freelancers and is not a party to any agreements entered into between Client and Freelancers, including without limitation any agreement for Services or otherwise between Client and Freelancers.

**INDEMNIFICATION.** Client understands it is using all Freelancers as Independent Contractors and at its own risk at all times.

Client hereby indemnifies and holds harmless, FreeeUp, its owners, managers, members, officers, directors, shareholders, successors and assigns, of and from any and all liability, manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, costs, expenses, attorneys' fees, cost of any settlement, claims, and demands whatsoever in law or equity arising out of or related to this Agreement, Client's use or access to the FreeeUp Network, Client's use or access to FreeeUp.com, Client's relationship with any Freelancer (all references to Freelancer in this section shall include Freelancer Personnel) arising out of, relating to or pertaining to Client and FreeeUp's relationship via Upwork.com, other users on the FreeeUp Network, or the Services provided by any Freelancer, whether directly or indirectly (collectively, "Claims").

This indemnification expressly includes without limitation any Claims by any third party and/or online marketplace altering or terminating Client's or any client of Client's rights or access. Client hereby agrees to accept full responsibility for and indemnify the FreeeUp Network for any Claims made by any client of Client or third party engaged in business dealings with Client for which any Freelancer accessing or using the FreeeUp Network provided or performed any Services directly, indirectly or for the benefit of Client through Client's use and/or access to the FreeeUp Network or Client's relationship with FreeeUp via Upwork.com. This indemnification and hold harmless provision further includes without limitation any Claims or classification of



Client as an employer of any Freelancer or joint employer of Freelancer; any employment-related Claims including without limitation under any international, federal, state or local law, rule, regulation, statute, or ordinance such as those relating to employment termination, employment discrimination, harassment, whistleblower, interference or retaliation; any Claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits threatened or brought by any Freelancer including without limitation under any such Claims under any international, federal, state or local law, rule, regulation, statute or ordinance; any Claims against FreeeUp for any Freelancer's error, omission, failure to complete, failure to satisfactorily perform, negligence, defect, tort or tortious conduct, breach of contract; any Claims against FreeeUp for Freelancer or Client's rights of ownership of work product and/or intellectual property or use of confidential or proprietary information; any Claims against FreeeUp for any Freelancer's unlawful or illegal conduct. This provision continues and remains in full force and effect upon termination of Client's access and/or use of the FreeeUp Network, Client's termination of this this Agreement and Client and FreeeUp's relationship via Upwork.com.

Client understands and acknowledges that FreeeUp may seek indemnification from any Freelancer involving any claim or threatened claim by Client arising out of any Claims in the paragraph above or any relationship between, contemplated or discussed between Client and Freelancer through Client and FreeeUp's relationship via Upwork.com.

**REASONABLENESS OF LIMITATIONS.** It is agreed to by the parties that the covenants in this Agreement are reasonably necessary to protect the legitimate business interests of the FreeeUp Network and that such covenants impose a reasonable restraint on Client in light of the business and activities of the FreeeUp Network.

**RELATIONSHIP OF FREEEUP AND FREELANCERS.** Freelancers are Independent Contractors and users of the FreeeUp Network that have been permitted access to the FreeeUp Network. Freelancers are not employees of FreeeUp for any purposes whatsoever. Client understands and acknowledges that FreeeUp Network shall not make any deduction, withholding or contribution with respect to any Freelancers (or Freelancer Personnel) on account of FICA (social security), unemployment insurance contributions, unemployment compensation, income tax or otherwise, under any federal, state or local laws that may be applicable to an employer/employee relationship, regardless of where Freelancers conduct Services or reside.

**REFERRALS.** Clients are encouraged to tell other potential clients about the FreeeUp Network, however, Client agrees to not share proprietary information of FreeeUp or pricing arrangements between FreeeUp and Client under this Agreement. Client can retrieve its affiliate link by logging into its FreeeUp Account. For all new clients who either:

1. a) Sign up using Client's affiliate link; or
2. b) Client introduces the potential client directly to FreeeUp's CEO, Nathan Hirsch, via phone, Skype or email,

Potential client must sign up and specifically mention Client's name.

Client gets a \$0.50 (USD) for each and every hour billed to the referred client. If Client has a weekly invoice, the amount is credited from that weekly invoice. If Client does not have a weekly invoice, FreeeUp will pay the referral to Client directly provided Client provides FreeeUp a method to direct payment. Client is responsible for all processing fees.

#### LEAVING THE FREEEUP NETWORK.

FreeeUp may terminate this Agreement or Client's access to or use of the FreeeUp Network at any time and for any reason without notice, effective immediately. Client agrees that access to Freelancer's on the FreeeUp Network is prohibited upon termination of Client's access by FreeeUp.

Client may leave this Agreement at any time by providing written notice to the FreeeUp Network. Client is encouraged to provide any required notice of termination to any Freelancer as may be agreed to between Client and any Freelancer. Client acknowledges and understands it is responsible for full payment to all Freelancers for all billed hours for agreed to Services rendered prior to (including the day of) Client ending its relationship with FreeeUp and that all payments, including final payment of all amounts owed to FreeeUp, shall be paid to FreeeUp via Upwork.com. Written notice of departure shall be provided by email, with a "read



and received" receipt, to: nathan@freeup.com, bearing the subject line: "Notice of Termination of Client Agreement." Client understands and acknowledges that a breach of this section is a material breach of this Agreement.

Notwithstanding termination of this Agreement by either party pursuant to this section or otherwise, all remaining provisions of this Agreement shall remain in full force and effect.

ONGOING OBLIGATIONS. Notwithstanding the circumstances surrounding Client's termination or departure from the FreeUp Network, all applicable terms under this Agreement, specifically including indemnification provisions and obligations shall remain in full force and effect.

Client agrees that Client shall not, directly or indirectly, make any false, negative, damaging, or disparaging statement, representation, comment, or communication of any kind, to any person or entity, regarding FreeUp, the FreeUp Network, its management, methods of doing business, the marketplace, role in the community, or treatment of its users.

NO WARRANTY. Client acknowledges and agrees that any materials available, viewable or accessible on the FreeUp Network or any similar materials available, viewable or accessible outside of the FreeUp Network that relate to FreeUp, including without limitation any audio materials, blog posts, webinars, skype chats, messaging or any other written, audio, verbal, video, oral or non-oral communications of FreeUp, including without limitation discussing or referencing the services FreeUp provides or any Freelancer's Services, experience, reliability, quality of workmanship or any other representations regarding any Freelancer (including Freelancer Personnel) are solely and exclusively the opinions of FreeUp and absolutely do not create any warranty of any kind whatsoever.

CLIENT AGREES AND ACKNOWLEDGES THAT ANY COMMUNICATIONS OR MATERIALS AVAILABLE TO OR DIRECTED TO CLIENT DO NOT CREATE ANY EXPRESS WARRANTY OR IMPLIED WARRANTY AND THERE SHALL BE NO LIABILITY ON THE PART OF FREEUP FOR ANY COMMUNICATIONS OR MATERIALS AVAILABLE TO OR DIRECTED TO CLIENT INCLUDING MATERIAL RELATED TO PROSPECTIVE FREELANCERS AND ANY FREELANCER'S ABILITY TO PERFORM ANY SERVICES.

Client acknowledges and agrees that the Notice and Cures/Dispute Resolution Provisions in this Agreement shall be exhausted and fully satisfied prior to any disputes resolution available, if any, under the Upwork.com's Terms of Use/User Agreement - including those set forth in the Upwork Hourly, Bonus, and Expense Payment Agreement with Escrow Instructions.

#### NOTICE AND CURE/DISPUTE RESOLUTION BETWEEN CLIENT AND FREEUP.

Step 1: Client agrees and acknowledges it shall first give FreeUp written notice of any dispute, controversy or claim Client believes, in good faith, Client may have with or against FreeUp. This section applies without limitation to any disputes, controversy or claim Client has or may have regarding the FreeUp Network, Client's relationship with FreeUp via Upwork.com or Client's access to or use of the FreeUp Network. FreeUp shall have thirty (30) days from receipt of the notice in which to respond, if necessary, and attempt to negotiate, cure or resolve the dispute, controversy or claim. The notice shall contain sufficient detail to permit FreeUp to assess and respond, if necessary, and attempt to negotiate, cure or resolve the dispute, controversy or claim with finality. The notice shall be provided to FreeUp by either certified mail or email, with a "read and received" receipt required.

Step 2: In the event any dispute, controversy or claim raised by Client against FreeUp remains unresolved upon full satisfaction of the provisions in Step 1, *Client agrees first to try in good faith to settle the dispute by binding mediation before resorting to some other dispute resolution procedure.* Client agrees to participate in mediation before a mediator located in Orange County, Florida. In any dispute, controversy or claim raised by Client against FreeUp, Client shall be solely responsible for all mediation costs.

#### NOTICE AND CURE/DISPUTE RESOLUTION BETWEEN CLIENT AND FREELANCER.

Step 1: In the event of any dispute, controversy or claim between Client and any current, prospective or former Freelancer (all references to Freelancer in this section shall include any current, prospective or former Freelancer's Freelancer Personnel), arising out of, or relating to, Client's and Freelancer's relationship with



each other through each's access to the FreeeUp Network or Client and FreeeUp's relationship via Upwork.com, Client agrees and acknowledges that Client shall first attempt to resolve any dispute, controversy or claim directly with Freelancer. Client agrees to provide Freelancer with sufficient written notice and opportunity to respond to and resolve the dispute, controversy or claim with finality.

Step 2: In the event Client and Freelancer are unable to resolve the dispute, controversy or claim with finality upon full satisfaction of the provisions in Step 1, Client agrees to notify FreeeUp of the dispute, controversy or claim in writing, and agrees that FreeeUp shall have thirty (30) days from receipt of the notice in which to respond to, if necessary, and attempt to work with the parties to cure or resolve the dispute, controversy or claim with finality. In the event the dispute, controversy or claim pertains to or is regarding the number of billed hours of Freelancer, Client must notify FreeeUp of the dispute, controversy or claim within five (5) days from the close of each and every billing/invoice period that is in dispute. The notice shall contain sufficient detail to permit FreeeUp to assess and respond, if necessary, and attempt to work with the parties to resolve the dispute, controversy or claim with finality. Client agrees to permit FreeeUp to contact Freelancer and obtain details of the Services or dispute, controversy or claim between Freelancer and Client. The notice shall be provided to FreeeUp by either certified mail or email, with a "read and received" receipt required.

Step 3: In the event Client and Freelancer are unable to resolve the dispute, controversy or claim with finality upon full satisfaction of the provisions in Steps 1 and 2, *Client agrees to try in good faith to settle the dispute, claim or controversy by binding mediation. Client agrees to participate in binding mediation before a mediator located in Orange County, Florida. Client shall provide FreeeUp thirty (30) days written notice of any mediation.*

Step 4: In the event Client and Freelancer are unable to resolve the dispute, controversy or claim with finality upon full satisfaction of the provisions in Steps 1, 2 and 3, Client agrees such dispute, controversy or claim shall be settled by final, binding arbitration administered by the American Arbitration Association (AAA) and under the applicable AAA Arbitration Rules then in effect. The arbitration determination from any such arbitrator(s) shall be final and binding upon the Client and Freelancer. Such arbitration dispute, controversy or claim shall be submitted to arbitration in Orange County in the State of Florida. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. *Client shall provide FreeeUp thirty (30) days advanced written notice of Client's intent to commence any arbitration proceeding against any Freelancer. The notice shall be provided to FreeeUp by either certified mail or email, with a "read and received" receipt required.*

**NO PRIOR RESTRICTIONS AND LAWFUL CONDUCT.** Client represents and warrants that Client is not a party to any other contract, agreement, restrictive covenant, non-compete or any other prior restriction ("Prior Restrictions") which would be violated by Client's relationship with FreeeUp via Upwork.com or Client's access or use of the FreeeUp Network. Client represents and warrants that there are no Prior Restrictions which would, in any manner whatsoever, prohibit, restrict or impact Client's ability to have a relationship with FreeeUp via Upwork.com or use or access to the FreeeUp Network. Client agrees to indemnify FreeeUp and hold it harmless of and from any and all liability, expenses, costs and attorneys' fees and the cost of any settlement incurred by FreeeUp in connection with and from any and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, costs, expenses, attorneys' fees, claims, and demands whatsoever in law or equity which, in any manner, arise out of or relate to, any Prior Restrictions.

Client represents and warrants that it shall not and will not request or demand any Freelancer to perform any Services that are illegal or violate any other contracts or Prior Restrictions, or participate, require or acquiesce to any unethical conduct.

**NO AUTHORITY.** Nothing in this Agreement shall be construed as granting Client any right or authority, expressed or implied, to assume or to create any obligation or responsibility on behalf of FreeeUp, unless expressly directed or authorized by FreeeUp in writing. Client shall have no right or authority to assume or create any obligation(s) of any kind, express or implied, on behalf of FreeeUp or to make any representation or warranty regarding FreeeUp unless expressly directed or authorized by FreeeUp in writing.

**CONSIDERATION FOR ACCESS TO FREEEUP NETWORK.** As consideration for Client to access the FreeeUp Network and with the exception of the rights and obligations arising directly from this Agreement and Upwork's Terms of Use/User Agreement, Client releases and forever discharges FreeeUp (all references to FreeeUp in this section include its agents, affiliates, managers, members, principals, officers, directors, shareholders, successors and assigns), of and from any and all manner of claims, controversies, causes of

action, suits, demands, debts, sums of money, rights, obligations, covenants, contracts, controversies, agreements, promises, damages, claims, counterclaims, claims for attorneys' fees and demands, whatsoever, whether in law or in equity, both past and present, known and unknown (collectively, "Claims"), which Client ever had, now has, or hereafter can, shall or may have, against FreeUp for, upon or by reason of any matter, cause or thing whatsoever, through the date of execution of this Agreement. Nothing in this release shall be construed to release any Claims or rights of Client that are not validly subject to release or waiver under applicable law.

**WAIVER.** The parties agree that failure of any party to insist upon strict performance of this Agreement shall not operate or be construed as a waiver of any rights to enforce this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

**SEVERABILITY.** Should any provision of this Agreement be declared or determined to be invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the invalid part, term, or provision shall be modified, if possible, to make it valid or, if modification is not possible, such part, term or provision shall be deemed not to be a part of this Agreement.

**COPIES AND COUNTERPARTS.** Any true fully executed copy of this Agreement, including any fully executed copy hereof, shall be deemed to constitute an original of the same. This Agreement may be executed in counterparts, including by acceptance of the terms through FreeUp.com and any e-signature or clicking of a checkbox to accept terms of this Agreement when required to do so shall be deemed to be an execution and acknowledgement by Client of the terms of this Agreement on that date and for all other purposes shall be deemed the effective date of execution.

**ENTIRE AGREEMENT.** This Agreement represents the full, complete and entire agreement between the parties. Provided, however, the parties represent and agree this Agreement is subject to certain terms of each parties' relationship with Upwork.com including its User Agreement/Terms of Use. The parties agree that in the event any specific term in this Agreement conflicts with any specific term within Upwork's User Agreement/Terms of Use the parties shall provide notice to each other and Upwork's terms/conditions shall remain in effect and supersede only the specific term in this Agreement and only to the extent that the specific term in this Agreement purports to expand, restrict or affects Upwork's obligations, responsibilities or rights under the Upwork User Agreement/Terms of Use or violates Upwork's User Agreement/Terms of Use. This Agreement may be modified or amended by FreeUp in its sole discretion at any time and for any reason, which shall be effective immediately upon notice. Client's continued use of the FreeUp Network or continued relationship with FreeUp via Upwork.com after any modification or amendment to this Agreement shall be deemed as Client's full consent to any modifications or amendment upon Client's use, for any reason, after such modification or amendment. Client may not modify this Agreement without the express written consent and approval of FreeUp and no modification by Client shall be binding without written execution by FreeUp. This Agreement shall act as notice of termination of any other agreements with Client, if notice were so required, and supersedes all previous agreements between the parties and all previous discussions, agreements, representations, promises, admissions, or any other dealings, are merged into this Agreement and no longer have any effect or value for any purpose whatsoever except as contained in this Agreement. In the event of a conflict between this Agreement and any prior agreements, this Agreement shall control.

**AUTHORITY TO BIND.** Upon execution of this Agreement, Client acknowledges its acceptance of the terms and conditions contained herein. By executing this Agreement the signatory represents and warrants they have full and unrestricted authority to enter into this Agreement. If the Client or signatory is entering into this Agreement on behalf of a LLC, corporation, partnership, or any other entity (collectively, "Entity"), they represent and warrant they have full and unrestricted authority to enter into this on behalf of Entity. In the event the signatory on behalf of Entity does not have full and unrestricted authority to enter into this Agreement, they agree they can be personally jointly and severally liable for any damages incurred by FreeUp arising out of, related to or associated with this Agreement and Client's access to or use of FreeUp's Network including without limitation Services provided by any Freelancers through Client's relationship with FreeUp via Upwork.com and/or Client's access to or use of the FreeUp Network.

**NO ASSIGNMENT.** This Agreement shall not be assigned by either party without the express written consent of the other party.

**COPIES AND COUNTERPARTS.** Any true fully executed copy of this Agreement, including any fully executed copy hereof, shall be deemed to constitute an original of the same. This Agreement may be executed in



counterparts, including by acceptance of the terms through FreeUp.com and any e-signature or clicking to accept terms of this Agreement when required to do so shall be deemed to be an execution and acknowledgement by Freelancer of the terms of this Agreement that date and for all other purposes shall be deemed the effective date of execution

**MODIFICATION.** This Agreement may not be modified, amended or changed by Client, except by a written agreement between Client and FreeUp.

**GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

**JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** Client agrees to first comply with the NOTICE AND CURE/DISPUTE RESOLUTION BETWEEN CLIENT AND FREEUP provisions set forth in this Agreement. Any legal proceedings of any nature brought by any party to this Agreement arising from or associated with this Agreement, Client's relationship with FreeUp via Upwork.com or Client's access to or use of the FreeUp Network shall be brought only in the Circuit Court in and for Orange County, Florida and the parties hereto expressly consent to jurisdiction and venue in Orange County, Florida and Client voluntarily agrees to submit to the jurisdiction of this court. In the event of any legal proceedings of any nature brought by any party to this Agreement arising from or associated with this Agreement, Client's relationship with FreeUp via Upwork.com or Client's access to or use of the FreeUp Network, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees including fees, expenses and costs incurred in advance of filing suit, during suit and fees and costs on appeal. IN THE EVENT OF ANY LITIGATION ARISING OUT OF, TO ENFORCE THIS AGREEMENT, CLIENT'S ACCESS TO OR USE OF THE FREEUP NETWORK, OR CLIENT'S RELATIONSHIP WITH FREEUP VIA UPWORK.COM, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUCH ACTION.

By esigning this Agreement I acknowledge I have read, understand and agree to the FreeUp Upwork.com Client User Agreement - Terms of Use set forth above.

X

X

Signed By  
Signed On: October 25, 2021



# Signature Certificate

Document name: FreeeUp Client Contract (Upwork)

🔒 Unique Document ID: 586EFBA0B036C2068D3A6F1BCD40975DDDF627F1

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.

## Timestamp

June 6, 2016 3:55 pm EDT

## Audit

FreeeUp Client Contract (Upwork) Uploaded by Matt Harrison - matt+signature@freeeup.com IP 47.201.170.170



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 13 of 13