FreeUp Retainer Agreement

February 1, 2022

FreeeUp LLC
Document Sender :
Signer:

FreeUp Retainer Agreement

Client acknowledges it has been permitted access and the use of the FreeUp Network to access and connect with Freelancers also accessing and using the FreeUp Network and to potentially engage in independent Service contracts with Freelancers. Client has executed and agreed to the FreeUp Client User Agreement – Terms of Use ("Terms of Use").

As part of the Terms of Use, Client understands and acknowledges that it is required to pay Freelancers for agreed upon Services between Client and Freelancers--which Services Freelancers account for billed time in the FreeUp timeclock system.

Client has selected the retainer option ("Retainer Agreement") as the method for FreeUp to pass on payments to Freelancer for Services Freelancer has rendered to Client as entered into the FreeUp time clock. Client acknowledges and agrees it is solely and exclusively responsible for full payment of all billed hours for Services as entered into the FreeUp time clock.

As part of the Retainer Agreement, Client understands and agrees to have an initial minimum balance of $500 U.S. Dollars (USD) in Client's retainer. Client acknowledges and agrees that all billed hours for Services rendered by Freelancer to Client as part of Freelancer and Client's agreed upon Services, along with Service Fees, shall be billed against Client's retainer balance for FreeUp to pass on payments to Freelancers or for Service Fees.

Retainer funds are maintained through Payoneer and/or PayPal. Client agrees to accept and comply with any and all terms and conditions related to Payoneer and/or PayPal. This is an ongoing obligation.

Billing periods are Wednesday through Tuesday Eastern Standard Time, U.S.A. Client's retainer will be charged every Thursday.

Client agrees and understands that no prior notification will be provided by FreeUp of an upcoming charge against Client's retainer. Client agrees and provides its ongoing consent to FreeUp to transfer payment from Client's retainer to Freelancers for payment on all billed hours for Services agreed to between Client and Freelancer, and FreeUp has the right to transfer payment to Freelancers from Client's retainer on any due or past due invoices for hours billed by Freelancers for Client as entered into the FreeUp timeclock system, along with transfer of any funds for Services Fees to FreeUp.

In the event that any of Freelancers' fees for billed hours for Services or Service Fees exhaust the balance on Client's retainer, Client agrees to permit FreeUp to charge Client's secondary, back up payment method without notice to Client. However, FreeUp will notify Client of a low or exhausted retainer balance and Client agrees to replenish its retainer to cover all outstanding invoices and a provide a surplus balance after full payment of all outstanding balances to have sufficient funds in the retainer balance to cover future invoices.

Client understands and acknowledges that FreeUp is permitting Client to have a retainer as an accommodation to Client and Client's failure to comply with the obligations set forth in the Retainer Agreement or Terms of Use may result in Client's privileges under the Retainer Agreement or Terms of Use being suspended, modified (including without limitation an increase in the minimum required retainer balance and/or being required to switch primary payment method to ACH or credit card)) or terminated at FreeUp's discretion at any time.

Client agrees and acknowledges that it may not request a return of any retainer balance unless and until all then outstanding payments are fully paid and any work in progress, but not yet invoiced, and Service Fees have been billed to Client's FreeUp time clock system and are fully paid. Client must request a return of any applicable retainer balance in writing via email to accounting@freeeup.com.

Client understands and acknowledges that Client is solely and exclusively responsible for all transaction (including without limitation Payoneer and/or PayPal), credit card, chargeback or other fees, including late fees related to payment of invoices for Services rendered to Client by Freelancers.

Client agrees to make all payments for Services rendered by Freelancers in United States Dollars (USD) or cover all currency conversion costs. FreeUp strongly encourages Client to maintain a retainer balance that would cover at least three to four weeks of Freelancers' Services. Such amount will likely vary based on the

volume and nature of Services agreed to between Client and Freelancers.

At this time, FreeUp uses Payoneer and PayPal to receive and maintain retainer funds. At FreeUp's discretion it may choose in the future to switch retainer payment processors to another provider upon prior written notice. Client shall indemnify any payment processor on behalf of FreeUp and FreeUp, its parent, subsidiaries, predecessors, affiliates, members, directors, officers, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from any charge or debit to Client's credit card.

Backup credit cards/payment methods will be automatically charged if Client's retainer account balance does not have sufficient funds to process full payment (regardless of the reason) to Freelancers for Services rendered to Client or Services Fees. Client authorizes the secondary payment method to be charged without advanced notice of the secondary payment method being charged.

Client agrees to provide FreeUp with a credit card as a secondary, backup payment method. Client authorizes Stripe, Bluesnap, Armatic Inc. and any other payment processor and FreeUp to charge Client's credit card automatically for all current and future invoices directed to Client for Services rendered by Freelancers to Client pursuant to the agreement for Services entered into between Client and Freelancers through their access to or use of the FreeUp Network which are unable to be covered in full by amounts owed by Client to Freelancers for Services agreed upon between Client and Freelancers.

Client agrees and authorizes its backup credit card to be retained for ongoing recurring payments of weekly invoices for Services provided by the Freelancers as agreed to by Client and Freelancers and submitted to FreeUp. Client agrees to keep their credit card account information up to date with FreeUp at all times. Credit cards are normally charged on Thursday.

Client agrees and warrants that when a backup credit card is necessary to secure payment, Client shall pay for all fees for Services provided by Freelancers including Service Fees exclusively through its credits card(s) and never that of any third party for which Client may have a relationship with.

Client agrees and understands that no prior notification will be provided by FreeUp of an upcoming charge against Client's retainer or backup credit card for payment on any invoice and FreeUp has the right to charge Client's retainer and backup credit for payment on any overdue or past due invoices for Services rendered by Freelancers to Client and Service Fees.

Client agrees to make all payments for Services rendered by Freelancers in United States Dollars (USD) or cover all currency conversion costs.

At this time, FreeUp uses Stripe, BlueSnap and Armatic, Inc. to store and process credit card payments. At FreeUp's discretion it may choose in the future to switch credit card payment processors from Stripe/Bluesnap/Armatic to another provider upon prior written notice. Client shall indemnify any payment processor on behalf of FreeUp and FreeUp, its parent, subsidiaries, predecessors, affiliates, members, directors, officers, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from any charge or debit to Client's credit card.

In the case of a credit card payment being declined, failing or full payment is unable to be processed (regardless of the reason(s)), Client understands that FreeUp may at its discretion attempt to process the charge again. If Client's credit card is cancelled or full payment is unable to be processed a new back up credit card must be provided right away. Client agrees that an updated, valid, and functional credit card must be provided within 48 hours. Client is also obligated to contact FreeUp to get the outstanding balance paid within 48 hours and this can be done using a different payment method if needed.

Client understands this authorization shall remain in effect unless and until revoked in writing by an authorized representative of Client but is conditioned wholly upon Payment Processor and FreeUp each receiving such notice and each having reasonable time, at least 15 days prior to the next billing date, to act upon such notice. Client understand that all payments for Services rendered by Freelancers must be made in full, or another method of payment offered by FreeUp must be authorized and agreed to by FreeUp, prior to revocation of this Retainer Agreement.

Any individual or representative providing the payment information or transferring funds to FreeUp to pass on to Freelancers for payment for Services between Freelancers and Client and to pay Service Fees, represents

and warrants they have full and unrestricted authority to provide the payment information, transfer retainer funds and are authorized to make full payment on all future invoices or retainer replenishments on behalf of Client. In the event the individual or representative, on behalf of Client, does not have full and unrestricted authority to enter into this Retainer Agreement, provide the payment information, to transfer funds to FreeUp to pass on to Freelancers or to pay for Services Fees, or is not authorized to make full payment on all future invoices or retainer replenishments on behalf of Client, they agree they can be personally jointly and severally liable for any damages incurred by FreeUp arising out, related to or associated with this Retainer Agreement or any payments related to or arising out of the Retainer Agreement.

Client shall contact the FreeUp Marketplace at accounting@freeup.net if there is a concern and/or dispute arising out of or relating to the Retainer Agreement, retainer balance, payments to Freelancer or Service Fees reducing the retainer balance, credit card charges, attempts to make payment on invoices for Services and/or attempts to resolve any concern or dispute before requesting return of its retainer balance, seeking a chargeback, contacting its bank or taking any other action. This includes full satisfaction of all Notice and Cure/Dispute Resolution as set forth in the FreeUp Client User Agreement - Terms of Use

Clients understands and acknowledges that by executing this Retainer Agreement it is incorporating the Retainer Agreement into the FreeUp Client User Agreement – Terms of Use and references to the Retainer Agreement shall be expressly covered by "Other Terms of Use" as the phrase is referenced in the FreeUp Client User Agreement - Terms of Use. Client represents and warrants they have read, understand and accepted and agreed to the FreeUp Client User Agreement - Terms of Use.

I acknowledge I have read, understand and accept and agree to the FreeUp Retainer Agreement as set forth herein.

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Signed By Matt Harrison
Signed On: February 1, 2022

Signature Certificate

Document name: FreeUp Retainer Agreement

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

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