



FreeUp Client Contract

October 29, 2017

FreeUp LLC
Document Sender :
Signer:



FreeeUp Client Contract

This FreeeUp Client Agreement ("Agreement") is made effective by and between

Full Name/Company Name

 ("Client"), and FreeeUp LLC, ("FreeeUp"), a Florida limited liability corporation on

April 25, 2024

. Whereas Client desires to enter into this Contract with FreeeUp and FreeeUp will provide Client with access to their network of US and non-US based Independent Contractors ("Workers"). According to the terms set forth herein, Client has agreed to compensate FreeeUp for its services provided to Client.

1. **DESCRIPTION OF SERVICES.** Beginning on

April 25, 2024

, **FreeeUp will provide workers (US and/or International) to provide independent contractor services to Client.** Based on FreeeUp's determination, the Worker will have the skill set and background in accordance with Client's request. FreeeUp will continue to provide Workers to perform services for Client with Client's business needs during the term of this Contract.
- (i) FreeeUp agrees to provide Client with available Worker(s) within the FreeeUp network.
- (ii) FreeeUp agrees to work with Client to resolve any issues that come up with these Workers. Client is encouraged to go to FreeeUp workers first with any issues before escalating it to the FreeeUp internal team.
- (iii) FreeeUp agrees to respond to Client requests and inquiries within a reasonable amount of time.
- (iv) FreeeUp agrees to replace any Worker that is not fulfilling the services agreed to be performed upon Client's request and FreeeUp's independent assessment of Worker's performance.
- (v) Prior to commencement of any services, Worker and their rates must be agreed to by Client and FreeeUp. Worker must agree to perform services for Client.
- (vi) All transactions are final. Client shall review all invoices upon receipt.

Notwithstanding the foregoing, Client shall bring any questions or concerns pertaining to invoices to the attention of the FreeeUp team within a reasonable amount of time, within two (2) weeks from the date of the invoice. Client agrees that its failure to raise any questions or concerns pertaining to invoices within two weeks from the date of the invoices renders the Client's acceptance of invoice as due and owing in full.

1. **PAYMENT OF SERVICES.** Client agrees and understands that it will be charged the full amount for each billing period every Thursday. FreeeUp's business operates on U.S. Eastern Standard Time Clients are also billed every Thursday and Client will receive an invoice via email outlining the hours Client is billed for. The billing/invoice period is Wednesday through Tuesday. Invoices for the previous billing period will be provided to Client on Thursday as well, however, invoices may not be provided prior to Client being charged for the billing period. The payment, billing and invoice arrangement is applicable to Client regardless of the payment method selected. Client expressly agrees to these payment terms and methodology. Client can login to its FreeeUp account at anytime to view hours logged for each billing period.

Client is responsible for all billed hours for Workers provided by FreeeUp regardless of whether the Workers provides services to Client directly or a non-party. In the event a Client has a relationship with a non-party to this Agreement whom desires to utilizes FreeeUp's Worker network, Client is fully responsible for all hours billed for Workers provided to Client under Client's Agreement up to and until any non-party enters into a contractual agreement with FreeeUp, and with the express written consent of FreeeUp. This includes payments of all fees originating exclusively from Client's bank account(s) (ACH) and/or credit card(s)

IMPORTANT NOTE: This subsection applies to a Client that found FreeeUp outside of Upwork.com. If Client found FreeeUp through Upwork.com, ask for the FreeeUp's Upwork Client Agreement.



Client has three (3) options to pay for FreeeUp’s services: You only need to select ONE option. PLEASE NOTE THE \$500 MINIMUM ONLY APPLIES IF USING PAYPAL RETAINER AS YOUR PAYMENT OPTION. NO MINIMUM IS REQUIRED FOR ACH AND CREDIT CARD. If you sign up using ACH we deduct \$10 from your account. You are credited the \$10 on your first invoice.

The payment options are:

- ACH/Bank account on file (Debited weekly)
- Credit Card on file (Charged weekly)
- Retainer (Amount paid upfront for future work)

(You can view all options here: <https://freeeup.com/payments/>):

(i) ACH (Preferred Option) – ACH transaction is the preferred payment method of

FreeeUp. FreeeUp strongly prefers this option and we are able to pass along our savings onto our clients by offering lower rates for services. Client can keep its bank account information secure with FreeeUp. FreeeUp will debit Client’s bank account every Thursday for the invoice(s) owed. See our ACH agreement for more information. FreeeUp will discount Client’s invoice 1.1% each week for using the ACH option. Setup is fast, easy and secure using Paysimple. NO MINIMUM REQUIRED.

(a) By Enrolling in the ACH payment program the Client is agreeing to our

the FreeeUp ACH Agreement: <https://FreeeUp.com/client-ach-authorization-form/>

This allows FreeeUp or its Payment Processors to debit your bank account to cover your weekly invoices. We do ask that you E-sign this ACH Agreement before submitting your banking information

(b) Enter your bank account information and checkout using this link

<https://freeeupach.mypaysimple.com/s/freeeup-ach-1>. \$10 will be debited

from your bank account to complete the sync. FreeeUp will credit

Client’s FreeeUp account the full \$10.00 and Client’s bank information

will be stored going forward.

(c) Every Thursday, charges for payment of Client’s invoice(s) will be

deducted from Client’s bank account.

(ii) Credit Card – Payment of weekly invoices are made to FreeeUp using Client’s credit

card. The Client credit card is kept in FreeeUp’s system and invoices are automatically charged each week.



NO MINIMUM IS REQUIRED.

(a) Enroll in the credit card payment program by completing FreeeUp's Credit Card Authorization Form: [Credit Card Authorization Form](#)

(b) Credit cards are stored using the Stripe, BlueSnap, Armatic or other FreeeUp approved payment system.

(c) If Client's credit card is cancelled or full payment is unable to be processed a new credit card must be provided right away. A new credit card must be provided within 48 hours.

(d) Services may be paused if a credit card gets declined and until it is updated and processing can be fulfilled.

(e) By providing FreeeUp your credit card you are accepting these terms:

1. Client authorizes FreeeUp LLC to charge Client's credit card automatically for all current and future service orders placed and for payment of invoices for current and future services agreed to by Client and FreeeUp during the term of this Agreement.
2. Client understands and acknowledges that Client is solely and exclusively responsible for all transaction, credit card, chargeback or other fees, including late fees.
3. Client's credit card will be retained for ongoing recurring payments of weekly invoices for services provided by FreeeUp and its Worker(s). Credit cards are normally charged on Thursday.
4. Backup credit cards will be automatically charged if your retainer has run out and you have an outstanding balance. Client authorizes the secondary payment method to be charged without advanced notice of the secondary payment method being charged.

(f) Client shall contact FreeeUp if there is a concern and/or dispute arising out of or relating to credit card charges and/or attempts to make payment on invoices and attempt to resolve any concern and/or dispute before seeking a chargeback, contacting its bank or taking any other action.

(iii) Retainer - This option is only available if you are unable to use a U.S. bank account or credit card. The retainer payment option is only for Clients that are committed to maintaining a positive retainer balance at all times that is sufficient to cover all payments due for then current invoices. It is Client's responsibility to ensure its retainer at all times has a balance of funds that is sufficient to cover all payments due for then current invoices, and never runs out.

(a) If you choose the retainer option (Not Credit Card or ACH), FreeeUp requires a minimum



initial retainer of \$500, but recommends the retainer covers at least 1 month of billing. To clarify there are three payment options. THERE IS NO UPFRONT CHARGE IF YOU CHOOSE TO USE ACH OR CREDIT CARD. If and only if you choose the retainer option does FreeeUp require an initial \$500 retainer.

(b) Once paid, the retainer will be held for Client's benefit. Fees incurred for services performed on Client's behalf will be billed against the retainer

until it is exhausted. Client is required to replenish its retainer as the balance decreases. If a retainer balance reaches \$0, all work will be paused until the retainer is replenished, regardless of the Client's need for such services to be performed.

(c) It is the obligation of the Client to maintain sufficient retainer funds to cover all work. To avoid a potential pause in work Client can keep a backup credit card on file with FreeeUp authorized to charge such card for billed hours exceeding the then current balance of the retainer.

(d) If Client is using this option it is encouraged to have a backup credit card or bank account on file so that work is not paused if billed hours

exceed the balance of the retainer. To authorize a backup credit card, enter it here:

<http://FreeeUp.com/credit-card-authorization/>. Then select backup payment option. If a backup credit card is charged the client always has the option of paying the balance via PayPal and having its credit card refunded. All credit card and processing fees discussed in other portions of this Agreement are applicable. Backup credit cards will be automatically charged if your retainer has run out and there is an outstanding balance. Client authorizes the secondary payment method to be charged without advanced notice of the secondary payment method being charged.

(e) Any fees incurred which exceed the retainer will be due in accordance with the terms and conditions outlined in this Agreement. In the event FreeeUp deems it necessary, FreeeUp reserves the right to require the payment of additional retainer(s) amounts at FreeeUp's discretion. Whether or not we require retainers in addition to what is outlined in this paragraph may be influenced by whether or not invoices are paid timely and Client's past payment history.

(f) FreeeUp reserves the right to discontinue this payment method at any time at its discretion. If you cannot make this commitment, we ask that you please use the ACH or credit card option instead.

(g) Retainer can be paid via PayPal, Payoneer, World First or Direct Deposit. Here:

<http://FreeeUp.com/paypal-checkout/> or sent to Accounting@FreeeUp.com. You can also pay a retainer via Bank Transfer (Ask for details), WorldFirst (Ask for details) or Payoneer(<http://register.payoneer.com/online-sellers-freeeup/>). Contact Accounting@FreeeUp.com to discuss and set up other options.

(h) Client is responsible for any applicable fees, surcharges conversion fees and terms and conditions of any of these options.

III. OTHER PAYMENT INFORMATION. The provisions in this section apply to this Agreement regardless of what payment method is selected by Client.

(i) **Fees** - Client is responsible for all transaction fees including processing and

conversion fees regardless of the payment method selected by Client. Because ACH is cheaper to process transactions on FreeeUp's side, we try to pass along these savings to our ACH clients. If FreeeUp is charged any fees by mistake, it will simply be added to the Client's next invoice.

(ii) Client agrees and warrants that it shall only pay for all fees for services provided exclusively through its own bank accounts and/or credits cards and never that of any third party for which Client may have a relationship with.



(iii) Client agrees to pay FreeeUp in US dollars (USD) or cover all currency conversion costs. ACH must use a US. bank account. FreeeUp reserves the right to ask Client or its representative(s) for identification it deems appropriate at its sole discretion and at anytime.

(iv) If the full amount of any invoice is not paid at the time payment is processed,

regardless of the payment method selected by Client, either a 1% weekly late fee will be charged on the total invoice amount until full payment is made or a \$25 weekly late fee will be charged for each week until full payment is made, whichever is greater.

(v) Client agrees that all payments will be made to FreeeUp LLC. **Client agrees to never provide payment related to services performed under this Agreement to any Worker directly.** In the event Client wishes to compensate Worker with a discretionary performance bonus or make any other payment for independent contractor services, all payments must be paid to FreeeUp. Email accounting@FreeeUp.com with the Worker's name and an amount to process. FreeeUp will then provide these to the Worker subject to and in accordance with FreeeUp's Independent Contactor Agreement with Worker.

(vi) Client agrees to not discuss rates with Workers. This is a material term of this Agreement. Workers understand they are not to discuss their contractual Independent Contractor rate with Client. Client will contact FreeeUp regarding any rate questions, concerns or feedback. FreeeUp's Contact information is: Nathan@FreeeUp.com or Accounting@FreeeUp.com; Phone Number: 413-250-0846; Skype: portlight.nhirc.

1. **WEEKLY INVOICES AND WORKER STATEMENTS.** Client will receive weekly invoices, statements of services performed and retainer balance (if applicable). Client also has access to FreeeUp's timeclock system within its FreeeUp Account to view billed hours at any time. Client can view the FreeeUp timeclock by logging into its FreeeUp Account on the FreeeUp website. A video on how to use the timeclock can be found here: <https://www.youtube.com/watch?v=a8UfX8IEJQk&feature=youtu.be>

1. **FLEXIBILITY TO MEET THE CHANGING NEEDS OF CLIENT AND FREEEUP.** In the event that FreeeUp and/or Client has concerns that the terms and conditions of the Agreement no longer represent an appropriate cost for the services rendered or the scope of services agreed to, FreeeUp or Client may request in writing to Nathan@FreeeUp.com for a meeting to be held within 14 days of the request to enter into good faith negotiations to potentially resolve such concerns. Client must designate a corporate representative upon execution of the Agreement and provide the corporate representative's email and telephone number.

1. **RELATIONSHIP OF PARTIES.** Client understands and acknowledges that FreeeUp and Worker(s) are independent contractors with respect to Client, and not an employee of Client. Client agrees Worker(s) are not an employee of Client for any reason whatsoever, including without limitation that Client is not a joint employer of Worker. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of FreeeUp or its Worker(s). Client understands and acknowledges that Worker(s) are not employees of FreeeUp for any purposes whatsoever.

Client understands and acknowledges that a Worker has no 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. The Worker shall have no right to make any representation or warranty regarding FreeeUp.

VII. LIMITED USE OF WORKERS. Client agrees to make no attempt to hire, pay, recruit or solicit or hire, contract with or compensate a FreeeUp Worker outside of the FreeeUp network or encourage any other business or person from attempting to do so during the term of the Agreement and for the 24 month (2 year) period immediately subsequent to termination of the Agreement. This expressly prohibits Client from doing any of the acts set forth in the first sentence through any third party.

In the event of a breach of this section by the Client or any other party for the benefit of Client, the parties acknowledge that there is substantial cost to FreeeUp in the recruitment, onboarding and maintenance of the relationship of its Workers and other clients. Accordingly, Client shall pay to FreeeUp the stipulated sum of \$2,500.00 and 25% of Worker’s total earnings from Client, regardless whether compensation is paid directly to Worker or through an entity for Worker’s benefit, for 24 months from the date of any breach of Client’s obligations under this section. This is referred to as a Worker referral fee. The parties agree that the total Worker referral fee is not a penalty, but rather a good faith estimate of the damages FreeeUp will suffer in the event the provisions in this section are breached since the ultimate damages FreeeUp will suffer are not ascertainable at this time but would exceed the agreed to Worker referral fee calculation. Client expressly agrees that these provisions are in its best interest and are fair and reasonable.

The Worker referral fee does not apply if:

- (a) The Worker did not interview with or was not introduced to Client; or
- (b) Worker previously provided services for Client prior to Client entering into this Agreement.

Provided Client has not breached the above provisions in this section, Client can seek to buyout a Worker from FreeeUp obligations. The buyout amount is a minimum of \$2,500.00 USD, but shall be negotiated with FreeeUp directly and is subject to a separate, written agreement. Any potential buyout is subject to the Worker’s express written agreement. A buyout contemplates only the right to engage Worker directly, outside FreeeUp. A buyout does not provide the Worker the right to leave the FreeeUp network or to drop or cease performing services for other FreeeUp clients subject to the terms and conditions of their independent contractor agreement with FreeeUp.

VIII. TRAINING. Client understands that while Workers will have past training and experience, it is Client’s responsibility to train the Worker(s) in all aspects specific to the agreed upon services to be provided. This does not apply to FreeeUp’s Experts. Experts begin billing right away (see Section IX, below, on billable hours).

- (i) Client will be billed for all training/testing hours
- (ii) Client is billed for all training/testing hours if Client hires the Worker. Client

will not be billed for training/ testing hours if Client decides to terminate Worker’s services during the first 3 hours of training.



(iii) Once training reaches the start of hour 4 (3 completed hours), Client is responsible for payment of all previous training hours (including the 3 completed) and future billed hours.

(iv) FreeeUp is responsible for retraining costs for the *actual* number of hours Client spent training the former Worker if the former Worker becomes unavailable or ceases performing services for Client absent any fault attributed to Client. For example, if Client spent 5 hours training the former Worker, FreeeUp will cover up to 5 hours of training for the next Worker. This is applicable for up to 100 training hours, provided that is the number of hours Client actually spent training the former Worker. Any actual training of the former Worker exceeding 100 hours is not covered by FreeeUp.

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

(b) Training/Retraining are limited to Client teaching Worker its business processes specific to the service Worker is engaged to performed as agreed to by all parties.

(c) FreeeUp will only pay retraining costs if Client engages a new FreeeUp Worker.

(d) This does not apply if Client terminates the Worker or pauses work for more than 1 week (7 days, including Saturday and Sunday).

(v) FreeeUp can offer Client project managers at an hourly rate to assist in setting up, training and managing workers. Project managers are treated the same way as any other Workers in terms of billing and FreeeUp's policies.

1. **BILLABLE HOURS.** For services provided by FreeeUp under this Contract, FreeeUp will bill Client hourly for all work performed at the agreed upon Worker's hourly rate. Worker rates may vary depending on skills, experience, location and tasks.

(i) **Minimum Billing** - Client agrees to a 0.5 hour (30 minutes) minimum billing time for any service a Worker performs.

(a) The minimum billable hour only applies on shifts less than 30 minutes.

(b) The minimum billable hour **only applies to previously coordinated/scheduled services**. Flexible services do not apply.



(c) It does not apply if Worker takes a break within the first 30 minutes of a shift.

Client can use FreeeUp’s timeclock to view rates and time entries.

(ii) Client is entitled to a 15 minute phone call with any Worker before committing to hire them. After the phone call is complete, Client must tell FreeeUp if they wish to engage Worker so Worker can be added to FreeeUp’s Timeclock.

(a) During the phone call, Client can ask Worker about their background, skills, experience and other questions regarding Worker. Worker is prohibited from reviewing Client’s account(s), providing any consultation, and/or beginning training or commencing to perform services until Client informs FreeeUp of its desires to engage Worker.

(b) Clients are not billed for the 15 minute phone call.

(iii) Once a Worker is hired by Client, all phone calls, training, research, work, consults, emails and time Worker spends with Client is considered billable time and will be charged to Client at the agreed upon hourly rate.

(iv) Billable hours includes the initial time a Worker spends reviewing the Client's account and creating an action plan with estimated hours for Client to approve. On average, Experts take 1-2 hours to meet with Client, review the project/account, perform research, and create an action plan with an estimate of likely hours the project will require to reach completion. This is merely an estimate and the amount of time an Expert spends on these tasks vary by Client and circumstances. This does not create any warranty express or otherwise that work or services will be completed within the estimated time provided by Worker or Expert.

(v) Once Worker begins, Client has the right to limit hours that Worker bills by informing Worker in advance, in writing, how many hours they are approved for. Client is not responsible for billed hours exceeding any approvals unless the Worker gets prior approval to exceed the hour limits. Client understands that each Worker has independent discretion on how they perform services and limiting hours may impact performance and results. Client cannot request Worker perform services in a time period less than Worker’s estimate of the length of time such services will take to complete.

1. **CONFIDENTIALITY.** Client is responsible for deciding and assigning the access and/or authorization level that Worker has to its business information and/or systems. FreeeUp is not responsible for any confidential and/or proprietary information Client provides to Worker or that Worker 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. All workers have signed an nda to not share client information. In addition, FreeeUp agrees to never ask a worker for client information, documents or other proprietary ideas. This provision continues upon termination of this Agreement.

1. **INDEMNIFICATION.** Client understands it is using Independent Contractors at their 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 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, arising out of or related to this Agreement or the services provided by any Independent Contractor or Worker pursuant to this Agreement. This expressly includes without limitation Client's acceptance of all responsibility for any error, omission, failure to complete, breach of any confidentiality agreement between any Independent Contractor or Worker and Client, failure to satisfactorily perform, defect, negligent, tortious, intentional, actual or alleged fraudulent transfer made or received by Client, unlawful or illegal act or conduct, during, related to or ancillary to any services. Additionally, this expressly includes without limitation any third party and/or online marketplace altering or terminating Client's or any client of Client's rights or access. Client has agreed to accept under this Agreement including without limitation all damages sustained by any client of Client for which FreeeUp or any Independent Contractor or Worker provided or performed any services for directly, indirectly or for the benefit of under this Agreement. This indemnification and hold harmless provision further includes without limitation any classification of Client as an employer of any Independent Contractor or Worker or joint employer of Independent Contractor or Worker; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and 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 Independent Contractor or Worker. This provision continues and remains in full force and effect upon termination of the Agreement.

XII. 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 FreeeUp and that such covenants impose a reasonable restraint on Client in light of the business and activities of FreeeUp.

XIII. RELATIONSHIP OF FREEEUP AND INDEPENDENT CONTRACTOR/ WORKER. Worker is an independent contractor for FreeeUp and is not an employee of FreeeUp for any purposes whatsoever. The parties also agree that this Agreement does not constitute or create a general agency, joint venture, partnership or franchise between them. FreeeUp shall not make any deduction, withholding or contribution with respect to Independent Contractor 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. FreeeUp assumes responsibility for issuing 1099's to Independent Contractors (Workers) Client engages. FreeeUp will review the need to issue 1099's on a case by case basis under the relevant reporting requirements. Please contact your accountant for other tax advice.

XIV. REFERRALS. Client are encouraged to tell other potential clients about FreeeUp, 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

1. b) Client introduces to FreeeUp's CEO, Nathan Hirsch, via phone, Skype or email,



Client gets a \$0.50 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.

1. **SIGNATURES.** This Agreement shall be signed on behalf of the Client, and on behalf of FreeeUp LLC by Nathan Hirsch, CEO of FreeeUp LLC. By executing this Agreement on behalf of Client, the signatory represents and warrants they have full and unrestricted authority to enter into this Agreement on behalf of Client. In the event the signatory on behalf of Client does not have full and unrestricted authority to enter into this Agreement, the agree they can be jointly and severally liable for any damages incurred by FreeeUp arising out, related to associated with this Agreement.

XVI. TERM/TERMINATION. This Agreement shall remain in effect for a period of six (6) months from the date of execution of this Agreement by all parties hereto. Unless terminated, in writing, as provided herein, this Agreement shall automatically renew for successive periods of six (6) months each. Termination of this Agreement may only occur as stated herein:

(i) FreeeUp may terminate this Agreement at any time and for any reason without notice. The termination is effective on the date it is provided to Client.

(ii) Client may terminate this Agreement at any time by providing written notice to FreeeUp. Client acknowledges and understands it is responsible for all billed hours prior to (including the day of) termination. Written notice of termination shall be provided by email, with a "read and received" receipt, to: nathan@freeeup.com, bearing the subject line: "Notice of Termination of Client Agreement."

(iii) Client understands and acknowledges that a breach of subsection (ii) of this section, is a material breach of this Agreement.

(iv) 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 for the time period agreed to by the parties herein. This includes without limitation the restrictions set forth in Section VII of this Agreement.

XVII. NOTICE AND CURE. In the event Client believes, in good faith, that FreeeUp is in material breach of any obligation contained in this Agreement, Client shall give FreeeUp written notice of the alleged breach and FreeeUp shall have thirty (30) days in which to cure any breach, if any. The notice of alleged breach shall be provided by either certified mail or email, with a "read and received" receipt required.

XVIII. 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 business relationship with FreeeUp contemplated by this Agreement. Client represents and warrants that there are no Prior Restrictions which would, in any manner whatsoever, prohibit, restrict or impact Client's ability to enter into this Agreement. 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,

attorney fees, claims, and demands whatsoever in law or equity which, in any manner, arise out of or relate to, any Prior Restrictions.

Non-Circumvention of Upwork.com: Client warrants and guarantees that it did not find FreeeUp through Upwork.com. Client acknowledges and understands it is fully responsible for and shall indemnify FreeeUp for Client's breach of any relationship or agreement with Upwork.com and/or failure to disclose any relationship with Upwork.com. Client agrees and understands it is solely responsible for any and all damages incurred by FreeeUp as a result of Client's breach of any relationship or agreement with Upwork.com including without limitation lost profits and suspension, limitation, and/or termination of FreeeUp's access to and/or usage of Upwork.com or relationship or agreement with Upwork.com. 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, attorney fees, claims, and demands whatsoever in law or equity which, in any manner, arising out of or relating to FreeeUp's relationship with and/or access to Upwork.com as a result of a breach of this section. This includes without limitation Client's failure to disclose (intentional or unintentional, regardless of the reason) its relationship with Upwork.com or that it found, learned of or discovered FreeeUp through Upwork.com.

Client represents and warrants that it shall not and will not request or demand any Worker(s) to perform work that is illegal, violates any other contracts of Prior Restrictions or that Client and FreeeUp have not agreed to be performed under this Agreement.

XVIX. 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.

1. **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.

XXI. 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.

XXII. ENTIRE AGREEMENT. This Agreement represents the full, complete and entire agreement between the parties. This Agreement may only be modified in writing, signed by all parties. This Agreement 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.

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

XXIV. MODIFICATION. This Agreement may not be modified, amended or changed, except by a written agreement signed by FreeeUp and Client.



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

XXVI. JURISDICTION, VENUE AND WAIVER OF JURY TRIAL. Any legal proceedings of any nature brought by any party to this Agreement arising from or associated with this Agreement including without limitation any services performed under this Agreement 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 including without limitation any services performed under this Agreement, the prevailing party shall be entitled to recover its costs and reasonably 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, OR TO ENFORCE THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUCH ACTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

X _____ X _____

Signed By
Signed On: October 29, 2017



Signature Certificate

Document name: FreeeUp Client Contract

Unique Document ID: E805073ED4110890FF931B6EA6A0F5F1F442B1D7



Timestamp

2016-06-06 15:27:24 EDT

Audit

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