

# ESOPA TERMS OF SERVICE

**Effective Date: 1 November 2024**

## **I. General Provisions**

Please read these Terms of Service (“Terms” or “Terms of Service”) carefully before using the platform <https://yougo.money/> (“Platform”) operated by ESOPA LTD<sup>1</sup>, a private limited company incorporated under the laws of England and Wales having its registered seat at the address 17 Bath Street, Weymouth, England, United Kingdom, DT4 7DS, registration number: 15474802 (“ESOPA”, “Commercial Agent”, “Us”, “We” or “Our”). For the purposes of these Terms, “You” and “Your” mean you as a user of the Platform.

Your access to and utilization of the services provided on the Platform are contingent upon your acceptance and adherence to these Terms. These Terms apply to all individuals, visitors, users, and others who intend to access or utilize the services provided on the Platform. By accessing or using the Platform, you agree to be bound by these Terms and consent to receive all communications and notices electronically.

These Terms, along with Terms of Use, and Privacy Policy of ESOPA constitute an integral part of each Master Agreement concluded by and between Project Owner, Contractor and ESOPA.

## **II. Overview**

ESOPA enables users of the Platform (“Project Owners”) to manage relationships with local and international independent contractors (“Contractors”), through the provision of commercial agency services under these Terms. Certain services on the Platform may only be available subject to the payments of fees detailed on the Platform.

### **How the Platform works:**

- Project Owners register on the Platform;
- Project Owners choose and add their Contractors (legal entities or natural persons);
- Each Contractor subsequently is assigned its role/task, salary, and benefits;
- ESOPA provides the Project Owner with a three-party agreement concluded between the Project Owner, Contractor and ESOPA as the Commercial Agent (“Master Agreement”);
- Project Owner and Contractor shall conclude the Statement of Work (Schedule A of the Master Agreement), which is visible to ESOPA via the Platform;
- Based on the Statement of Work, ESOPA will render the invoice for its Service to the Project Owner;
- Project Owner will need to settle the full amount from the invoice to ESOPA;
- Once ESOPA receives the payment from Project Owner, ESOPA deducts fee/margin for its Services;

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<sup>1</sup> Disclaimers: ESOPA, via the Platform, shall solely act as a commercial and authorized agent based on the orders given by the Project Owners. The Services provided by ESOPA do not constitute payment services pursuant to Schedule 1 paragraph 2(b) of the Payment Services Regulations 2017. ESOPA, through the Platform, will never offer any Services to the Contractor, nor will it be considered a provider of Services to the Contractor.

- For making payment to the Contractor, Project Owner sends the payment order to ESOPA through the Platform, and acting upon the order, ESOPA forwards the Contractor's fee to the Contractor;
- ESOPA makes payments to Contractors based on the payment order given from the Project Owner, either by directly forwarding the funds remaining after fee deduction by ESOPA, OR, alternatively, by exchanging the remaining funds into cryptocurrency (USDT) and forwarding such cryptocurrency to Contractors – *detailly regulated and agreed by each Master Agreement*;
- Contractors receive owed funds (monies or cryptocurrency) after every payout until the obligations arising from the Master Agreement are fully completed.

### III. Definitions

Capitalized terms in these Terms are defined below:

**Account** is an account to access and use the Platform in accordance with these Terms.

**Contractors** are individuals or entities who offer and perform services to Project Owners as described in the Master Agreements and who receive payments from Project Owners through the Platform.

**Funds** are the funds payable to Contractors for the services described in the Master Agreements, either in monies or in cryptocurrency (USDT).

**Master Agreement(s)** are the legally binding documents executed by Project Owners, Contractors and ESOPA, that describe the legal relationship between the Project Owners, Contractors and ESOPA. Whenever the Master Agreement(s) are referenced in these Terms, such reference shall include all of the integral parts of the Master Agreement(s).

**Platform** is a website operated by ESOPA, available at the following link <https://yougo.money/>.

**Services** refer to the services that ESOPA provides via the Platform to the Project Owners acting as their authorized commercial agent.

**Users** are Project Owners and Contractors and any other person(s) authorized to access an Account.

### IV. User Content

User's submitted content:

- Isn't owned by Us.
- The User is responsible for its accuracy, legality, and ownership.
- If the User submits personal data or that of other individuals, We do not own it. We will only process it as described in Our Privacy Policy, and in the Your Privacy, Data Protection and Data Processing section of these Terms.

### V. ESOPA Services

ESOPA, through the Platform, performs the following Services under these Terms on behalf of the Project Owner and for its benefit:

- **Project Owner Management Services** - ESOPA simplifies the process of communication, conclusion of the Master Agreement and individual Statements of Work between Project Owner and Contractor, as well as process payments from the Project Owners to the Contractors for services provided to the Project Owners in accordance with the concluded Master Agreements, Terms of Use and Privacy Policy of the Platform.

**Performance of Work.** The Contractor will perform tasks described in each Statement of Work (the “Work”) in accordance with the terms and conditions set forth in each Statement of Work and the Master Agreement. Unless otherwise agreed by Project Owner, Contractor will determine, in Contractor’s sole discretion, the manner and means by which the Work is accomplished, subject to the requirement that Contractor will at all times comply with applicable law and any compliance policies drawn to Contractors’ attention insofar as they are applicable to independent contractors.

**Equipment and Facilities.** Unless otherwise provided in a Statement of Work, Contractor will perform Work at Contractor’s offices or facilities, using Contractor’s instruments, equipment and tools. Contractor will determine the time, place and order in which Contractor will perform Work in accordance with any milestones and/or timeline set forth in a Statement of Work.

**Subcontractors.** Contractor may appoint a suitably skilled substitute in replacement of the initial personnel and shall be entitled to subcontract the performance of Work, provided that Project Owner gave its prior written approval and is satisfied that the sub-contractor possesses the necessary skills, expertise and resources to perform those elements of Work and that Contractor ensures the substitute or subcontractor will abide by the same obligations Contractor is subject to under the terms of Master Agreement regarding confidentiality, intellectual property, data protection, anti-bribery, anti-corruption, anti-tax avoidance; if so required, Contractor will ensure that the subcontractor or substitute enters into direct undertakings with Contractor regarding these obligations. Contractor will continue to be bound by all the obligations in Master Agreement and will invoice Project Owner and be responsible for the remuneration of the substitute or subcontractor. Contractor will keep Project Owner fully and effectively indemnified against any reasonable costs, claims or expenses that may be incurred by it as a result of the use of such subcontractors including the reasonable cost of all instruction (necessitated by the subcontracting) for the sub-contractor.

## **VI. Payments and Fees**

**Fees.** As Contractor’s sole compensation for the performance of Work, Project Owner will pay Contractor the fees specified in each Statement of Work in accordance with the terms set forth therein. Contractor acknowledges and agrees that, if specified in a Statement of Work, Project Owner’s payment obligation will be expressly subject to Contractor’s completion of Work provided therein or achievement of certain milestones to Project Owner’s reasonable satisfaction.

**Expenses.** Unless otherwise provided in the Statement of Work, Project Owner will reimburse Contractor for reasonable travel and related expenses incurred in the course of performing Work hereunder, provided, however, that any such expenses will be approved in advance in writing by Project Owner. As a condition to receipt of reimbursement, Contractor will submit to Project Owner reasonable evidence that the amount involved was both reasonable and necessary for the Work provided under the Master Agreement.

**Payment Terms.** The payment terms will be set forth in the Statement of Work and Schedule B of the Master Agreement that is agreed and signed by and between Project Owner and ESOPA only. Schedule B shall not be disclosed or in another way made available to the Contractor, and it makes an integral

part of the Master Agreement. Schedule B will apply to all payments for all Statements of Work concluded by and between Project Owner and ESOPA, except if both Project Owner and ESOPA agree otherwise in a written form. The parties will use their respective commercially reasonable efforts to promptly resolve any payment disputes.

Contractor acknowledges that the Project Owner has appointed ESOPA, as Project Owner's commercial agent to facilitate the conclusion and performance of the Services on Project Owner's behalf, including but not limited to processing the payments made by Project Owner to Contractor for services provided by the Contractor to Project Owner in connection with the Master Agreement and each Statement of Work, using a payment method supported by ESOPA or by one of ESOPAs Payment Service Providers.

Under the Master Agreement and Statement of Work, ESOPA will act in the capacity of a Project Owner's authorized commercial agent (never of the Contractor). The Services provided by ESOPA do not constitute payment services pursuant to Schedule 1 paragraph 2(b) of the Payment Services Regulations 2017. The Project Owner hereby explicitly gives its approval to ESOPA to act as a commercial agent to other parties, i.e. other project owners on the same territory and/or for the same type of work as provided under the Master Agreement to the Project Owner, irrevocably and without requirement for ESOPA to obtain any additional approval, consent or to notify the Project Owner in any way.

Project Owner agrees to make all payments to Contractor, and Contractor agrees to receive payments from Project Owner, via ESOPA, using one of the payment methods supported by the Platform. In the event of any conflict between the Master Agreement and these Terms of Service, these Terms of Service will prevail. All parties acknowledge that acceptance of these Terms of Service by each party is a precondition to entering into the Master Agreement.

Pursuant to the previous paragraph, all payments made to Contractor by the Project Owner via ESOPA using one of the payment methods supported by the Platform shall be made pursuant to payment orders issued by the Project Owner to ESOPA. Payment orders shall be placed directly by the Project Owner, electronically, on the Platform by filling in and submitting the electronic form (template) available on the Platform. ESOPA is not obliged to proceed with the payment orders that do not contain all mandatory elements or in case the instructions given by the Project Owner to ESOPA are not clear, or in case that the instructions given in the payment orders do not correspond to the amount of funds previously received by ESOPA from the Project Owner.

**Manner of payment.** The Project Owner shall transfer to ESOPA the due amount of fees owed to the Contractor, as stipulated by the Statement of Work, increased by the amount of fees owed to the Commercial Agent, as stipulated in Schedule B of the Master Agreement. Upon receipt of the Project Owner's payment, Commercial Agent will deduct the amount equal to the fee for its Services (which shall be set off against the receivables which ESOPA has towards the Project Owner, in the amount and the form as attached to the Master Agreement in the form of Schedule B), and the Commercial Agent shall, as per the order made by the Project Owner: **(i)** forward the remaining fee owed to the Contractor, to the specified bank account of Contractor, via one of the payment methods supported by the Platform, OR **(ii)** exchange the remaining amount of fee owed by Project Owner to the Contractor, via certified Crypto Currency Exchange Service Provider registered either on the territory of England and Wales or on the territory outside of England and Wales, chosen by the Commercial Agent at its own discretion, into USDT (Tether cryptocurrency stablecoin), at true expense, and forward such amount of USDT to the Contractor.

Project Owner will collect and process Contractor's Personal Data in accordance with its privacy notice and applicable laws.

**Payment Methods.** Except for ESOPA's role as a commercial agent for Project Owners as set forth in these Terms, ESOPA does not and will not provide banking, deposit taking, stored value, escrow, insurance or any other financial service to Users. To facilitate payments through the Service, ESOPA partners with a variety of Payment Service Providers, including payment gateways, money transmitters, wallet providers, licensed cryptocurrency exchange service providers, credit and debit card payment processors, merchant acquirers, and merchant acquiring banks. See our <https://app.yougo.money/en/pricing> for more information on supported third-party payment methods in your location. Depending on your location, some payment methods may not be available to you, and we cannot guarantee that you will be able to use any payment method in connection with the Services even in locations where your preferred payment method is available for use. Depending on the desired payment method, Users may be required to enter into a separate agreement with the applicable Payment Service Provider ("Payment Service Provider Agreement"). Your use of any payment method is subject to the terms and conditions of the applicable Payment Service Provider's rules and regulations and your agreement with them, and we will not be liable to you for any losses you suffer in connection with your use of any third-party payment services. ESOPA is not a party to your Payment Service Provider Agreement and will not intervene in any disputes related to payments you make or receive using any third-party payment method. From time to time, ESOPA, in order to facilitate payments, may share certain User information with Payment Service Providers, including but not limited to User information such as banking information and KYC.

**Compliance.** Solely to protect against money laundering, terrorist financing, fraud, unauthorized transactions or as otherwise required by applicable law, ESOPA and Payment Service Providers will collect, store and analyze User payment information. For more information on how we use your payment information, please see our Privacy Policy <https://app.yougo.money/en/privacy>. Payment Services Providers may also collect payment information necessary for processing User payments. Except for payment amount and payment status details stored in your dashboard, ESOPA does not have access to payment information provided to Payment Services Providers, and such information will be subject to the privacy policy of each Payment Service Provider.

By using any payment method and providing payment information to ESOPA or to any Payment Service Provider, you represent and warrant that you are the owner or authorized representative of the owner of the bank account or payment method account you use to send payments, and that you are legally authorized to send payments using such accounts. ESOPA shall not bear any responsibility or liability for any payments or orders made by unauthorized persons using accounts or credentials of Project Owner or Contractor.

All payment services, including withdrawal services, can be provided by ESOPA's Payment Service Provider.

**Payment Service Providers.** If you make payments using a Payment Service Provider, you acknowledge and agree that you will comply with any Payment Service Provider terms of service or other agreement between you and the Payment Service Provider.

## **VII. Appointment of ESOPA as Commercial Agent**

Project Owners hereby appoint ESOPA as their authorized commercial agent to facilitate the payments (via its Payment Services Provider, if applicable) to Contractors for Work provided to the Project Owners by the Contractors, the concluded Master Agreement and these Terms.

The Contractors agree that payment received from Project Owners through ESOPA, and the Platform will be considered the same as if the payment was made directly by the Project Owners to the Contractors regardless of whether ESOPA remits or fails to remit the payment to the Contractors.

In accepting appointment as Commercial Agent, ESOPA assumes no liability whatsoever for any acts or omissions of Project Owners related to Master Agreements, these Terms, failure by the Contractor to provide Work to the Project Owners, or failure by the Project Owners to make payments owed to Contractors, and Contractors understand that ESOPA's obligation to pay the Contractors is subject to and conditional upon ESOPA's actual receipt of payment order and payment from Project Owner.

ESOPA holds no responsibility for any actions taken by the Project Owner towards the Contractor or for any damages the Contractor may incur in connection with the concluded Master Agreements or these Terms unless such damages are directly caused by ESOPA's intent or gross negligence.

#### **VIII. Relationship of the Parties**

**Independent Contractor.** Contractor's relationship with Project Owner will be that of an independent contractor acting as a service provider to Project Owner, and not that of an employee, worker, agent or partner of Project Owner. Contractor will not be entitled to any statutory benefits payable to employees or workers by law, or otherwise any benefits paid or made available by Project Owner to its employees or workers, including, without limitation, any retirement or pension benefits, social security contributions, provident fund or gratuity payments; vacation, holiday, or illness payments; participation in any plans, arrangements or distributions made by Project Owner pertaining to any bonus, stock options, profit sharing, insurance or similar benefits; or any other any end-of-service benefits payable to an employee or worker.

**No Authority.** Contractor will have no authority to enter into agreements that bind Project Owner or create obligations on the part of Project Owner without the prior written authorization of Project Owner. Contractor will not hold itself out as being an employee, agent, partner or assignee of Project Owner, as having any authority to bind Project Owner or to incur any liability on behalf of Project Owner, and will make such absence of authority clear in its dealings with any third parties.

**Status.** The Master Agreement is one for the provision of services – all services provided by the Contractor to Project Owner based on the Master Agreement and Statement(s) of Work are provided as work for hire, and not a contract of employment and accordingly, unless otherwise provided by applicable laws, including, but not limited to the Tax Code, where the contractor is Resident, the Contractor will be solely responsible for (a) reporting tax obligations, submitting tax returns and/or payment of all taxes, salaries, benefits, national insurance premiums, social security contributions, withholding taxes, workers' compensation, unemployment and disability insurance, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of Work required by any government agency or any other competent authority; and (b) compliance with all applicable tax, labor and employment requirements concerning Contractor's self-employment, sole proprietorship or other forms of business organization. Contractor will report to all applicable government agencies as income all compensation received by Project Owner pursuant to the Master Agreement. Contractor will ensure that none of its employees hold themselves out as being the employees of Project Owner or having any authority at any time to bind Project Owner, or otherwise attempt to claim any employment or other relationship with Project Owner.

**Liability.** Contractor will be liable for and will indemnify Project Owner for any loss, liability, costs, (including reasonable fees and expenses of attorneys and other professionals), penalties, damages and

expenses arising from any breach of the terms of the Master Agreement and/or any applicable Statement of Work (including its data protection provisions) by Contractor or by a subcontractor engaged by Contractor of the terms of the Master Agreement (including in relation to data protection obligations) or any other action or inaction by or for or on behalf of Contractor. Contractor will accordingly maintain in force suitable insurance policies. Contractor acknowledges that Project Owner will not carry any liability insurance on behalf of Contractor. Contractor will provide promptly copies of such insurance obtained on reasonable request.

**Indemnification by Contractor.** Contractor will indemnify and hold Project Owner harmless, as applicable by the governing law, from and against all damages, liabilities, losses, penalties, fines, expenses, and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by any government authority and/or court of law on Project Owner to pay any withholding taxes, social security, unemployment or disability insurance, employees' retirement and/or pension benefits or similar items in connection with compensation received by Contractor pursuant to the Master Agreement. In the event of any violation by Contractor of applicable law related to this Section 3.5, Contractor will indemnify Project Owner for and in respect of:

- a) payment of all taxes, salaries, benefits, national insurance premiums, social security contributions, withholding taxes, workers' compensation, unemployment and disability insurance, employees' retirement and/or pension benefits and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of Work required by any government agency; except where recovery by Project Owner pursuant to this Section is prohibited by law; and all reasonable costs, expenses, penalties, fines or interest incurred or payable by Project Owner in connection with or in consequence of Contractor's failure to pay any amounts due and owing to any government agency; except where Contractor's failure to pay was caused directly by Project Owner's negligence or intentional misconduct; and
- b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable fees and expenses of attorneys and other professionals) brought by Contractor or any subcontractor against Project Owner arising out of or in connection with the provision of the Work.

**Set-off.** Project Owner may, in its sole discretion, satisfy any of the indemnities set forth in previous paragraph (in whole or in part) by way of deduction from any payments due to Contractor. Also, ESOPA may, in its sole discretion, satisfy any of the indemnities or any other claim under the Master Agreement (in whole or in part) to any Party by way of deduction from any payments received by Project Owner aimed to be processed to Contractor, and Project Owner and Contractor explicitly agree that such deduction will not represent breach of any of the ESOPA's obligations under the Master Agreement and Project Owner and/or Contractor will not have any claim against ESOPA on that basis, but instead, it shall be deemed that the Project Owner has not fulfilled its obligations toward Contractor in the amount that ESOPA has deducted.

**No expectation of renewal.** Contractor agrees that they have no expectation that the Master Agreement will be renewed at the expiry of the Contract Period and no representation regarding the renewal shall be valid and binding on Project Owner unless recorded in writing and signed by both Parties and ESOPA.

## **IX. Ownership**

**Disclosure of Work Product.** Contractor will, as an integral part of the performance of Work, disclose in writing to Project Owner all inventions, products, designs, drawings, notes, documents, information,

documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Contractor (or any subcontractor) may make, conceive, develop or reduce to practice, alone or jointly with others, or learned, in whole or in part, by or for or on behalf of Contractor during the term of the Master Agreement that relate to the subject matter of or arise out of or in connection with performing Work, or that result from or that are related to such Work, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, **“Contractor Work Product”**). Contractor Work Product includes all deliverables that Contractor has undertaken to provide Project Owner in the course of performing Work.

**Ownership of Contractor Work Product.** Contractor agrees that all Contractor Work Product will be the sole and exclusive property of Project Owner. Contractor hereby irrevocably transfers and assigns to Project Owner, and agrees to irrevocably transfer and assign to Project Owner, all right, title and interest in and to Contractor Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trademarks, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, **“Intellectual Property”**) therein. At Project Owner’s request and expense, during and after the term of the Master Agreement, Contractor will assist and cooperate with Project Owner in all respects, and will execute documents, and will take such further acts reasonably requested by Project Owner to enable Project Owner to acquire, transfer, maintain, perfect and enforce its Intellectual Property and other legal protections for Contractor Work Product. Contractor hereby appoints the officers of Project Owner as Contractor’s attorney-in-fact to execute documents on behalf of Contractor for this limited purpose, and agrees to execute a separate power of attorney for this purpose if instructed to do so by Project Owner.

**Moral Rights.** To the fullest extent permitted by applicable law, Contractor also hereby irrevocably transfers and assigns to Project Owner, and agrees to irrevocably transfer and assign to Project Owner, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Contractor may have in or with respect to any Contractor Work Product, during and after the term of the Master Agreement. **“Moral Rights”** mean any right to which Contractor is now or may be at any future time be entitled to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under the judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

**Related Rights.** To the extent that Contractor owns or controls (in the present or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, trademarks or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Project Owner of the rights assigned to Project Owner under the Master Agreement (collectively, **“Related Rights”**), Contractor hereby grants or will cause to be granted to Project Owner a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Project Owner to exercise all of the rights assigned to Project Owner under the Master Agreement.

Contractor acknowledges that except as provided by law, no further fees or compensation other than those provided for in the Master Agreement are due or may become due to Contractor in respect of the performance of the obligations under this Section IX.



Nothing contained in the Master Agreement will be construed to preclude Project Owner from exercising any and all of its rights and privileges as sole and exclusive owner of all of the Intellectual Property owned by or assigned to Project Owner under the Master Agreement. Project Owner, in exercising such rights and privileges with respect to any particular item of Intellectual Property, may decide not to file any patent application or any copyright registration on such Intellectual Property, may decide to maintain such Intellectual Property as secret and confidential, or may decide to abandon such Intellectual Property, or dedicate it to the public. Contractor will have no authority to exercise any rights or privileges with respect to the Intellectual Property owned by or assigned to Project Owner under the Master Agreement.

**Exploitation.** If any part of Work or Intellectual Property or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited (collectively, "Exploited") without using or violating technology or intellectual property rights owned by or licensed to Contractor (or any person involved in Work) and not assigned hereunder, Contractor hereby grants Project Owner and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to fully Exploit and exercise all such technology and intellectual property rights in support Project Owner's exercise or exploitation of the Work, Intellectual Property, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

#### **X. Confidential Information**

**Definition of Confidential Information.** For purposes of the Master Agreement, all information Project Owner provides to Contractor whether or not such information is marked "confidential", all information pertaining to Work performed by Contractor, all Contractor Work Product, Project Owner's Intellectual Property, the Master Agreement, and all information regarding Project Owner's business, including, without limitation, the identity of Project Owner, will be deemed and treated as strictly confidential, non-public information ("Confidential Information") unless and until Project Owner specifically authorizes Contractor in writing that any such information may be treated as public. Except as specifically required by law, Contractor may disclose Confidential Information only with Project Owner's prior written consent. Contractor will have no authority to disclose Confidential Information except in accordance with this section. Information already or generally available to the public (other than as a result of Contractor's breach of these provisions) will not be considered Confidential Information.

**Economic Value of Confidential Information.** Contractor acknowledges that Confidential Information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that the Confidential Information is subject to a reasonable effort by Project Owner to maintain its secrecy and confidentiality. Except as essential to Contractor's obligations under the Master Agreement, Contractor will not disclose any information pertaining to the Master Agreement, the terms of the Master Agreement, or any of the Confidential Information. Except as essential to Contractor's obligations pursuant to its relationship with Project Owner, Contractor will not make any duplication or other copy of Project Owner's Confidential Information.

**Non-Use and Non-Disclosure.** Contractor and/or its employees and/or any third party affected by the Contractor to the services will not, during or subsequent to the term of the Master Agreement, use Project Owner's Confidential Information for any purpose whatsoever other than the performance of the Work on behalf of Project Owner. Contractor and/or its employees and/or any third party affected

by the Contractor to the services will neither deliver, reveal, nor report any Confidential Information obtained or created pursuant to the Master Agreement, to any federal, state or local government body or agency, or to any other person or entity, public or private, without (i) express prior written permission of Project Owner, or (ii) a court or administrative order requiring disclosure. In the event that Contractor forms the opinion that it is required by applicable law to disclose any of Project Owner's Confidential Information, or is served with a witness summons, subpoena, or court or administrative order (or their equivalent pursuant to the applicable and governing law) requiring disclosure of any Confidential Information, Contractor will, prior to making such disclosure, immediately notify Project Owner in writing, and will, in accordance with Project Owner's direction, respond, appeal or challenge such witness summons, subpoena, or court administrative order, prior to disclosure, and will cooperate fully with Project Owner in responding to, appealing or challenging any such witness summons, subpoena, or court or administrative order; except that this Section will not apply where Contractor is required by law to disclose Project Owner's Confidential Information without notice to Project Owner. Neither Contractor nor Contractor's related entities, or subcontractors, nor their respective employees will disclose any Confidential Information to any third party, nor will they use or allow the use of any Confidential Information, to further any private interest other than as contemplated by the Master Agreement. Contractor will take appropriate measures to ensure the confidentiality and protection of all Confidential Information and to prevent its disclosure or its inappropriate use by Contractor or its subcontractors, or by Contractor's or its subcontractors' respective employees or related entities. Contractor's obligations under this Section shall survive the expiration or termination of the Master Agreement.

**Former or Concurrent Project Owner's Confidential Information.** Contractor agrees that Contractor and/or its employees and/or any third party affected by the Contractor to the services will not, during the term of the Master Agreement, improperly use, disclose, or induce Project Owner to use any confidential information of any third party including, but not limited to, any former or concurrent client of Contractor and/or its employees and/or any third party affected by the Contractor to the services. Contractor and/or its employees and/or any third party affected by the Contractor to the services will not bring onto the premises or devices of Project Owner any confidential information belonging to any third party. Contractor and/or its employees and/or any third party affected by the Contractor to the services will indemnify Project Owner and hold it harmless from and against all claims, liabilities, damages and expenses (including reasonable legal fees, expenses and costs) arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Project Owner's use of such third party's confidential information by Contractor and/or its employees and/or any third party affected by the Contractor to the services in connection with Contractor's fulfillment of its obligations under the Master Agreement.

**Third Party Confidential Information.** Contractor recognizes that Project Owner has received and may receive in the future, confidential information of third parties subject to a duty on the Project Owner's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees:

- a) that Contractor and/or its employees and/or any third party affected by the Contractor to the services owes Project Owner and any such third party, during the term of the Master Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence;
- b) to treat any such third-party confidential information as if it was Project Owner's Confidential Information; and
- c) not to disclose it to any person, firm, corporation or other entity or to use it except as necessary in carrying out Work for Project Owner consistent with Project Owner's agreement with such third party.

**Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof that are in the possession of Contractor will be and remain the property of Project Owner, and Contractor will promptly return such Confidential Information and all copies thereof (including electronic copies) to Project Owner upon termination or/and expiration of the Master Agreement or upon Project Owner's earlier request, whichever the earlier. Contractor shall not keep any copies of the above materials, and once returned to Project Owner in full, Contractor shall delete or destroy any copies which have remained in its possession.

## **XI. Term and Termination**

**Term.** The Master Agreement will commence on the Effective Date and will remain in full force and effect for 1 calendar year from the Effective Date, or until the validity of any and all Statement(s) of Work between the Project Owner and the Contractor is in force, whichever of the two events occurs at a later date, and may be automatically renewed for each subsequent calendar year, unless terminated earlier in accordance with the terms of the Master Agreement or a Statement of Work, or this Section of the Terms. The Master Agreement may be renewed an unlimited number of times.

**Termination for Breach.** Except as provided below, either party may terminate the Master Agreement (including all Statements of Work) if the other party breaches any material term of the Master Agreement and fails to cure such breach within ten (10) days following a written notice thereof from the non-breaching party. Project Owner may terminate the Master Agreement (including all Statements of Work) with immediate notice and with no liability to make any further payments to Contractor (other than in respect of amounts accrued before the Termination Date and Contractor's damages incurred due to such termination) if at any time Contractor:

- a) commits (or any of its subcontractors commits) any gross negligence or intentional misconduct affecting the business of Project Owner, including but not limited to acts of fraud or dishonesty, material breaches of Project Owner's code of conduct-related rules and policies insofar as they are applicable to independent contractors (including relating to bribery, corruption, tax evasion, data protection, equality and diversity, and health and safety);
- b) commits (or any of its subcontractors commits) any bribery offense;
- c) commits (or any of its subcontractors commits) a local or foreign tax evasion facilitation offense;
- d) is wound-up, liquidated or declared bankrupt or makes arrangements with or for the benefit of Contractor's creditors or has a court administration order made against Contractor for the reimbursement of Contractor's creditors.

**Termination for Convenience.** Either party may terminate the Master Agreement (including all Statements of Work) at any time, without assigning any reason, upon at least ten (10) days written notice to the other party. Project Owner may also terminate an individual Statement of Work at any time, without assigning any reason, upon at least ten (10) days written notice to Contractor.

**Termination of Platform Terms of Service.** The Master Agreement will automatically terminate upon termination of the Platform Terms of Service by either party, or in the event that ESOPA terminates Project Owner's or Contractor's use of the Platform for any reason.

**Effect of Termination.** Upon the expiration or termination of the Master Agreement for any reason: (i) Contractor will promptly deliver to Project Owner all Contractor Work Product, including all work in progress on any Contractor Work Product not previously delivered to Project Owner, if any, including any electronic copies thereof; (ii) Contractor will promptly deliver to Project Owner all Confidential Information in Contractor's possession or control, including any electronic copies thereof; and (iii)

Project Owner will pay Contractor any accrued but unpaid fees due and payable to Contractor pursuant to Section VI.

## **XII. Disputes and Agreement Cancellations**

**Reversals and Disputes.** The Project Owners should not initiate payments until the Contractors have met the requirements detailed in the Master Agreement. Except to satisfy the compliance obligations set forth in these Terms, ESOPA cannot reverse payments or withhold funds from the Contractors and cannot cause Payment Service Providers to reverse payments or withhold funds from the Contractors once funds have been received by ESOPA or the relevant Payment Service Provider. If a Project Owner is not satisfied with the service provided by a Contractor or makes a payment in error, the Project Owner must initiate a refund, reversal or other payment dispute process directly with the Contractor or with the relevant Payment Service Provider. ESOPA will not adjudicate payment or Master Agreement disputes between Users regardless of payment method or Master Agreement status under any circumstances, and Users are solely responsible for dispute settlement. Refunds and reversals of payments made through a Payment Service Provider are subject to the terms and conditions of your Payment Service Provider agreement.

**User-Initiated Agreement Cancellation.** If a Project Owner owes outstanding payments to a Contractor after the completion of work, or if a Project Owner is dissatisfied with the service provided by a Contractor, the Project Owner or Contractor may initiate cancellation of the Master Agreement through the ESOPA dashboard. Cancellation of a Master Agreement through the ESOPA dashboard has no bearing whatsoever on the merits of a Master Agreement dispute, or the interpretation of the terms of, or legality or validity of a Master Agreement. If you delete a Master Agreement, the deleted Master Agreement and all content therewith will immediately become inaccessible to other Users, after which we will permanently delete the Master Agreement from our servers. Users may not initiate or request payment for services related to or alter the status of Master Agreement after it has been cancelled.

**Agreement Cancellation by ESOPA.** ESOPA may cancel the Master Agreement in the event of suspicious Account activity or Account compromise, fraud, harassment, threats, unfair, deceptive, or abusive acts or practices, illegal acts, at the direction of a regulatory authority, or for any other violation of these Terms of Service. ESOPA may also cancel the Master Agreement if a User is no longer an ESOPA's Account holder in good standing. Please contact us if you believe the Master Agreement or another User violates these Terms.

## **XIII. Communication from ESOPA**

By creating an Account on our Platform, you agree that we may contact you in relation to the Service. By creating an Account, you also agree to subscribe to newsletters and/or marketing materials and/or other promotional information we may send to you. However, you may opt out of receiving any, or all, of these marketing communications from us by following the unsubscribe link or instructions provided in any email we send. Please note that we may still contact you and send you messages related to the Services even after you have opted out of receiving marketing communications.

## **XIV. Electronic Signatures and Legal Notices**

You agree that any signature or other electronic symbol or process attached to, or associated with the Master Agreement or any other document between You and ESOPA or You and another User with the intent to sign, authenticate or accept the terms of any such Master Agreement or other document and any contract formation or record-keeping through electronic means on the Services will have the same

legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, and you hereby waive any objection to the contrary.

You consent to Us providing notices to you under these Terms electronically and understand that this consent has the same legal effect as a physical signature.

We may provide notices regarding activity and alerts electronically through your Account, email, and via text or SMS to the contact information provided to Us by You. We will send notices affecting payment and these Terms through your Account or via email and You agree that they will be considered received 24 hours after they are sent. You understand that You may not use the Services unless You consent to receive notices electronically. You may only withdraw consent to receive notices electronically by closing your Account.

We may send notices to Users' mobile phones through text or SMS to the phone numbers you provide to Us. These notices may include alerts about the Services, Master Agreement, Invoices, and other documents. Users may elect to not receive certain notices via text or SMS, but this will limit the use of certain Services.

You must maintain an updated web browser and computer and mobile device operating systems to receive Notices correctly. You are responsible for all costs imposed by Internet or mobile service providers for sending or receiving notices electronically.

Contact Us immediately via email to [info@yougo.money](mailto:info@yougo.money) if you are or believe you are having problems receiving Notices.

#### **XV. Interruption of Service**

From time to time, the Services may be unavailable for periods of time for maintenance and/or modifications to the Platform. We will endeavor to keep maintenance downtime as brief as possible. However, we cannot guarantee that the Services will be available to You, and we will not be liable to You for any losses or damages, pecuniary or non-pecuniary, resulting from the interruption of Your use of the Services.

#### **XVI. Disclaimer of Warranty**

Using Our Platform is at Your own risk. It is provided 'as is' and 'as available'.

- We do not offer legal, tax, or accounting advice, and are not permitted to engage in the practice of law.
- Our information isn't a substitute for attorney or professional advice.
- We strive for accuracy, but the information We provide isn't guaranteed to be correct, complete or up to date. We don't promise any specific results, and We disclaim all warranties, including implied ones like merchantability.
- We make no warranty that the products requested on the Platform will meet Your requirements, or that the Service requested will be uninterrupted, timely, secure, or error-free, nor do We make any warranty as to the results that may be obtained from the use of the Platform and the Service or as to the accuracy or reliability of any information obtained through the Platform and the Service or that defects in the Platform and the Service will be corrected.
- We cannot guarantee uninterrupted, secure, or error-free Service.

- You are responsible for any data downloaded and is done at Your Own risk.
- We make no warranty regarding any Service requested or obtained through the Service or any transactions entered into through the Service.
- Any advice from Us doesn't create new warranties.
- Consider consulting professionals and Your attorney before accepting these Terms.

**No Pre-existing Obligations.** Contractor represents and warrants that Contractor (and any subcontractor) has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Contractor's performance of Contractor's obligations under the Master Agreement.

**Performance Standard and Compliance.** Contractor covenants that Contractor (and any subcontractor) will perform Work in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Work. Any deviation in the quality of Work will be remedied by Contractor upon written notice to this effect by Project Owner. Contractor will (and will ensure that any subcontractor will):

- a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
- b) promptly report to Project Owner any request or demand for any undue financial or other advantage of any kind received by Contractor in connection with the performance of the Master Agreement;
- c) not engage in any activity, practice or conduct which would constitute either a tax evasion facilitation offence or a foreign tax evasion facilitation offence;
- d) promptly report to Project Owner any request or demand from a third party to facilitate the evasion of tax or any suspected tax evasion offence or facilitation of tax evasion offences whether under local law or under the law of any foreign country, in connection with the performance of the Master Agreement; and
- e) comply with all applicable laws and policies notified to Contractor regarding a prohibition against discrimination, harassment and bullying; and
- f) as required, certify to Project Owner in writing Contractor's compliance with this clause.

**Non-infringement.** Contractor represents and warrants that Contractor Work Product does not, and will not infringe, misappropriate or violate the proprietary rights of any third party, including, without limitation, any Intellectual Property or any rights of privacy or rights of publicity, except to the extent any portion of Contractor Work Product is created, developed or supplied by Project Owner or by a third party on behalf of Project Owner.

**Competitive Activities.** Project Owner acknowledges that Contractor provides services to other clients. Notwithstanding the foregoing, Contractor agrees that during the term of the Master Agreement, Contractor will not, directly or indirectly, engage or participate in or provide services to any business that is competitive with the types and kinds of business being conducted by Project Owner without the prior written agreement of Project Owner; except that this Section will not apply where prohibited by law.

## **XVII. Force Majeure**

You may not hold Us liable for any interruption of the Services due to any blockage, disturbance or encumbrance of the telecommunications, transport or procurement networks for whatever reason, poor quality or interruptions of electrical current, virus or computer pirate attacks, insurrections or acts of a similar nature, state of war or embargo, total or partial strikes within or outside of the

company, lock-out, social conflicts, sabotage or acts of vandalism, bad weather, epidemics, earthquakes, explosion, fires, storms, flooding, other natural disasters, water damage, incapacity to obtain raw materials or supplies; legal or regulatory modifications applicable to supplying the Services, and any other case beyond our voluntary control preventing the normal provision of the Services to you.

#### **XVIII. Limitation of Liability**

To the fullest extent permitted by applicable law, in no event will We, Our affiliates, directors, employees, agents, suppliers or licensors be liable to any person for any material or immaterial, direct or indirect, incidental or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, fraud, negligence or otherwise, even if ESOPA, has been advised as to the possibility of such damages or could have foreseen such damages.

We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content available on the Platform or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems or equipment, servers or providers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death and any injury or damage to any person's mobile device or computer, resulting from the use of the Services or from any content available on the Platform. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by You or on Your behalf and You hereby represent and warrant that You are solely responsible for any and all data provided to ESOPA, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

To the extent permitted by law, our aggregate liability for Your use of the Platform is limited to any amounts actually paid by You to Us for the Service being used, for the one month prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate You for any losses or failure of its essential purpose.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages set forth in this Section of the Terms, so the limitations above may not apply to you.

Nothing in this Terms of Service and/or the Master Agreement will exclude or limit either party's liability for losses incurred by the other party resulting from: death or personal injury due to the willful intent, gross negligence of the other party or that of their employees, affiliates or subcontractors; a party's fraud or fraudulent misrepresentation; a contractor breach of the warranty of non-infringement under Section XVI; or a party's breach of applicable law.

Subject to the provisions above and to the applicable law, neither Parties nor ESOPA will be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with this Terms of Service and/or the Master Agreement for:

- a) any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services);

- b) any loss of goodwill or reputation; or
- c) any special, indirect or consequential losses suffered or incurred by a party arising out of or in connection with the provisions of, or any matter under the Master Agreement; whether or not such losses were within the contemplation of the parties on the Effective Date.

ESOPA WILL NOT BE LIABLE FOR ANY DAMAGES TO ANY PARTY WHICH IS THE RESULT OF UNPRECISE, UNCLEAR, OR INCORRECT ORDERS BY PROJECT OWNER OR INFORMATION PROVIDED BY THE PROJECT OWNER AND/OR CONTRACTOR.

IN ANY EVENT, ESOPA SHALL HAVE NO LIABILITY TOWARDS CONTRACTOR OR PROJECT OWNER FOR ANY KIND OF DAMAGE THAT THE CONTRACTOR OR PROJECT OWNER SUFFERS FROM OR IN CONNECTION WITH SERVICES PROVIDED BY CONTRACTOR TO PROJECT OWNER UNDER THE MASTER AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGE THAT IS CAUSED BY NON-PERFORMANCE OF THE PAYMENT OWED BY PROJECT OWNER TO CONTRACTOR OR NON-PERFORMANCE OF WORK BY CONTRACTOR TO PROJECT OWNER.

IN TERMS OF SERVICES PROVISION, PROJECT OWNER AND CONTRACTOR ARE IN A DIRECT CONTRACTUAL RELATIONSHIP, AND IT SHALL BE UNDERSTOOD THAT PAYMENTS FOR THE CONTRACTOR'S SERVICES, ALTHOUGH TECHNICALLY DONE BY THE AGENCY OF ESOPA, ARE OWED AND PERFORMED DIRECTLY BETWEEN PROJECT OWNER AND CONTRACTOR, AS WELL AS THAT THE CONTRACTOR IS PROVIDING SERVICES UNDER THE MASTER AGREEMENT DIRECTLY TO PROJECT OWNER. IN NO EVENT SHALL BE INTERPRETED THAT ESOPA IS OBLIGED TO PAY TO THE CONTRACTOR FOR THE SERVICES THAT CONTRACTOR IS PROVIDING TO PROJECT OWNER.

IN NO EVENT, SUBJECT TO THE APPLICABLE LAWS, WILL EITHER PARTY OR ESOPA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE MASTER AGREEMENT, EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION XVIII, EACH PARTY'S MAXIMUM LIABILITY WILL NOT EXCEED THE UNDISPUTED OUTSTANDING BALANCES OWED TO THE CONTRACTOR, WHILE ESOPA'S MAXIMUM LIABILITY, FOR ANY KIND OF DAMAGES AND BASED ON ANY GROUND WILL NOT EXCEED THE FEES THAT ESOPA HAS RECEIVED FROM THE PROJECT OWNER WITHIN LAST 3 MONTHS.

#### **XIX. Links to Other Websites**

While this Platform may have links or application programming interfaces that provide ways to access other websites (KPIs), We don't imply approval or association nor do We warrant association unless stated.

We are not responsible for others' offerings, products, services, actions, or content.

Your use of external websites is at Your own risk. Review their terms and conditions.

#### **XX. Other provisions**

**Assignment.** Neither Contractor nor Project Owner may not assign, transfer or delegate the Master Agreement or any of the Work, in whole or in part, without ESOPA's express prior written consent. Any attempt by Contractor or Project Owner to assign or transfer the Master Agreement, without such consent, will be void. Subject to the foregoing, the Master Agreement will bind and benefit the parties and their respective successors and assigns.



**No Election of Remedies.** Except as expressly set forth in the Master Agreement, the exercise by Project Owner and/or ESOPA of any of its remedies under the Master Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under the Master Agreement or available at law or in equity or otherwise.

**Equitable Remedies.** Project Owner and ESOPA will have the right to enforce the Master Agreement and any of its provisions by injunction, specific performance or other equitable relief, to the extent permissible under applicable laws, without having to post a bond or other consideration, in addition to all other remedies that Project Owner and/or ESOPA may have for a breach of the Master Agreement at law or otherwise.

**Entire Agreement.** The Master Agreement, together with all Statements of Work, and these Terms of Service, constitutes the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Each party acknowledges that in entering into the Master Agreement it does not rely on any statement, representation, assurance or warranty that is not set out in the Master Agreement (including any Statement of Work). No term of any Statement of Work will be deemed to amend the terms of the Master Agreement unless a Statement of Work references a specific provision in the Master Agreement and provides that the Statement of Work is amending only that specific provision of the Master Agreement and only with respect to Work performed pursuant to such Statement of Work. Any waiver, modification or amendment of any provision of the Master Agreement will be effective only if in writing and signed by the parties hereto. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any provision of the Master Agreement.

**Attorneys' Fees.** If any action is necessary to enforce the terms of the Master Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

#### **XXI. Governing Law**

These Terms will be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

#### **XXII. Severability**

The rights and restrictions contained in these Terms apply as long as they follow laws and won't make these Terms illegal, invalid or unenforceable.

If a competent court decides any part or provision of these Terms is invalid, the rest of the Terms shall stand and remain in full force and effect.

#### **XXIII. Acceptance of Terms**

You acknowledge that You have read these Terms and agree to all its Terms.

By using the Platform, Services requested on the Platform, You agree to be bound by the Terms.

If You do not agree to abide by the Terms, You are not authorized to use or access the Platform and any of the Services.

Should You have been invited to the Platform by one of Our Project Owners, and wish to terminate your account at any time, including due to a disagreement with any updates to these Terms, please reach out to the Project Owner. These Terms shall otherwise remain in effect until such Project Owner's subscription for You terminates, or Your access to the Platform has been terminated by the Project Owner or Us.

#### **XXIV. Changes and Amendments**

We reserve the right to modify these Terms and any policies relating to the Platform at any time.

Continued use of the Platform after any such changes shall constitute Your consent to such changes.

#### **XXV. Your Privacy, Data Protection and Data Processing**

We respect privacy and strive to protect Your personal data. We operate in compliance with *Regulation (EU) 2016/679 (GDPR)* and process personal data in compliance with it and any applicable data protection law.

Platform Users are 'Data Subjects' and have data subject rights under applicable law and GDPR. We act as a Processor or Controller depending on the Service We provide. When necessary to transfer personal data outside the European Economic Area (EEA), We act in compliance with Chapter V of GDPR. More information on how We process personal data is available in Our Privacy Policy.

"Personal Data" will have the meaning set forth in Article 4 of the GDPR, or as such term is defined under the laws of any territory with jurisdiction over the Master Agreement related to the protection of Personal Data.

Contractor will fully comply with any reasonable instructions from and on behalf of Project Owner regarding the processing of that Personal Data. The parties will inform each other immediately of any suspected or confirmed Personal Data breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to Personal Data processed by a party in connection with Contractor's provision of Work. To the extent that Work consists of the development of software, Contractor will develop the software in compliance with Data Protection Laws.

Without prejudice to the generality of this clause relating to data protection, Contractor will and ensures that its subcontractors and employees will:

- a) cooperate fully with Project Owner in order to enable Project Owner to comply with its obligations under Data Protection Laws (including in relation to subject access requests, security, breach notifications, privacy impact assessments, consultations with supervisory authority or regulators);
- b) implement and maintain appropriate technical and organizational measures against unauthorized and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data;
- c) process any Personal Data disclosed to Contractor by or on behalf of Project Owner only
  - i. for the purposes of providing Work; and
  - ii. for the purposes for which that Personal Data was obtained and is processed by Project Owner;
- d) immediately provide such evidence of Contractor's compliance with Contractor's obligations under Data Protection Laws as Project Owner may from time to time reasonably request; and

- e) immediately upon notification by Project Owner, take all appropriate action to enable Project Owner to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data.

Contractor understands and agrees that Project Owner may, at Project Owner's sole discretion, carry out monitoring of Project Owner's communications facilities used by Contractor (email supplied by client, phone, mobile phone and computer communication) to monitor, prevent, detect or investigate any possible unauthorized use of Project Owner's communications systems, wrongdoing or non-compliance with Project Owner's practices and procedures by Contractor, its employees and subcontractors.

Project Owner will collect and process Contractor's Personal Data in accordance with its privacy notice and applicable laws.