THEFREELANCEFIRM

FREELANCER AGREEMENT & TERMS OF USE

EFFECTIVE DATE

This Agreement is effective as of the date on which you ("Freelancer") create an account with The Freelance Firm, LLC ("Company"), accept an Assignment, or otherwise indicate acceptance of these terms (the "Effective Date").

ACCEPTANCE OF TERMS

By creating an account, accessing or using the Company's platform, accepting any Assignment, or selecting a checkbox indicating acceptance of this Agreement, Freelancer acknowledges that they have read, understood, and agree to be legally bound by this Agreement.

If Freelancer does not agree, Freelancer may not access the platform, accept Assignments, or provide services through the Company.

1. SCOPE OF SERVICES & THE COMPANY'S ROLE

1.1 The Network

Company operates a network and platform connecting law firms and attorneys ("Clients") with independent freelance attorneys and freelance paralegals ("Freelancers") for project-based or ongoing legal support. Each project, task, or engagement accepted by Freelancer is an "Assignment."

1.2 No Law Firm; No Legal Services

The Company is not a law firm, attorney referral service, or employment agency, and does not provide legal advice, legal representation, or legal services.

1.3 No Attorney-Client Relationship

This Agreement does not create an attorney-client relationship between Freelancer and the Company. Freelancer's services do not create an attorney-client relationship between Freelancer and any of Client's clients. Any attorney-client relationship exists solely between the Client and its own clients.

1.4 Client Supervision

All legal work is performed under the exclusive supervision, direction, and control of the Client, who retains full professional responsibility for all work product. The Company does not supervise, direct, control, or evaluate Freelancer's work and is not responsible for any Assignment or work product.

1.5 No Guarantee of Work

The Company makes no promise or guarantee of any minimum number of Assignments, work volume, income, or continued engagement. Assignment matching, staffing, removal, and reassignment decisions are made in the Company's sole discretion at any time, with or without cause.

2. RELATIONSHIP OF THE PARTIES

2.1 Independent Contractor

Freelancer is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, joint venture, or franchise relationship between Freelancer and the Company or between Freelancer and any Client. Freelancer has no authority to bind or commit the Company to any obligation.

2.2 No Employment Benefits; Taxes

Freelancer is not eligible for, and waives any claim to, any employment rights or benefits from the Company, including wages, overtime, health insurance, retirement benefits, workers' compensation, or unemployment insurance. The Company will not withhold any taxes. Freelancer is solely responsible for all federal, state, and local taxes on amounts received, will provide a completed IRS Form W-9 upon request, and will cooperate with the Company (including providing records) in the event of any audit or inquiry regarding Freelancer's classification or taxes.

2.3 Control & Independence

Freelancer has the sole right to determine which Assignments to accept and, subject to Client instructions on legal matters and Assignment deadlines, the time, place, manner, and means of performing services. Freelancer supplies their own equipment and workspace, receives no training from the Company, and is free to provide services to other clients and businesses at all times.

2.4 No Reclassification Claims

Freelancer represents that they operate as an independent contractor and/or independent business entity, agrees not to assert employee status against the Company, and will indemnify the Company for any claims, taxes, penalties, or assessments arising from any assertion or determination that Freelancer is an employee of the Company.

2.5 Personal Performance; No Subcontracting

Freelancer shall perform all Assignments personally and shall not delegate, subcontract, or assign any Assignment or any portion thereof to any other person without the prior written consent of the Company and the affected Client.

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3. ELIGIBILITY, CREDENTIALS & VERIFICATION

3.1 Eligibility

Freelancer must be at least 18 years of age, authorized to work in the United States, and able to form legally binding contracts. The platform is offered for business purposes only.

3.2 Attorney Credentials

Each freelance attorney affirms that they are licensed, active, and in good standing in every jurisdiction in which they are admitted, and that no disciplinary action is pending or threatened against them in any jurisdiction.

3.3 Paralegal Credentials

Each freelance paralegal affirms that all education, certification, and experience information provided is accurate, and agrees to perform services only under the supervision of a licensed attorney and never to engage in the practice of law.

3.4 Verification; Background Checks

Freelancer authorizes the Company, directly or through third parties, to verify Freelancer's identity, licensure, credentials, references, and background at registration and at any time thereafter, and agrees to timely provide requested documentation.

3.5 Duty of Immediate Disclosure

Freelancer will notify the Company within twenty-four (24) hours if Freelancer is suspended, disbarred, or subject to any disciplinary complaint, grievance, or proceeding in any jurisdiction; resigns from any bar with charges pending; is charged with any crime involving dishonesty; or becomes the subject of any malpractice claim relating to services performed through the Company.

3.6 Accurate Information

Freelancer agrees to provide true, accurate, and complete profile and registration information and to keep it current. Any false or misleading information is grounds for immediate termination of this Agreement and removal of Freelancer from the Company's network.

3.7 Account Security

Freelancer is responsible for safeguarding account credentials and for all activity under their account, will not share credentials or maintain more than one account, and will notify the Company immediately of any unauthorized access.

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4. PROFESSIONAL RESPONSIBILITY & CONDUCT

4.1 Ethical Compliance

Freelancer will comply with all applicable Rules of Professional Conduct, state bar rules, unauthorized-practice-of-law statutes, and all other applicable laws and regulations in every jurisdiction relevant to an Assignment.

4.2 Competence

Freelancer will accept only Assignments within areas in which Freelancer is competent to perform the requested services.

4.3 Conflicts of Interest

Before accepting any Assignment, Freelancer will conduct a conflict check and will decline any Assignment presenting a conflict of interest, breach of confidentiality, or breach of attorney-client privilege. If a conflict arises after acceptance, Freelancer will promptly withdraw and notify the Company. Freelancer will maintain records sufficient to perform conflict checks.

4.4 Restrictions on Freelancer's Role

Unless expressly authorized in writing by the Client, Freelancer shall not:

- communicate with the Client's clients by any means
- sign, file, or transmit any document to any court, administrative body, or third party
- appear as counsel of record or hold themselves out as affiliated with the Client
- participate in setting or collecting fees charged to the Client's clients
- share work product or Assignment information with anyone other than the Client

4.5 No Handling of Funds

Freelancer shall never handle, hold, or convey client funds, trust monies, or other items of value in connection with any Assignment.

4.6 Diligence

Freelancer will perform all Assignments in a diligent, professional, and workmanlike manner and in accordance with the agreed schedule for the Assignment.

5. CONFIDENTIALITY & DATA SECURITY

5.1 Confidential Information

"Confidential Information" means all non-public information received or created in connection with the Company or any Assignment, in any form, including Client matter information, privileged materials, work product, client identities, and the Company's business information, pricing, methods, User lists, and the terms of this Agreement. Confidential Information does not include information that is or becomes public through no fault of Freelancer, was lawfully known prior to disclosure, was lawfully received from a third party without restriction, or was independently developed without use of Confidential Information.

5.2 Obligations

Freelancer will hold all Confidential Information in strict confidence, use it solely to perform the applicable Assignment, protect all applicable privileges, and not disclose it to any third party without prior written consent of the Company and the affected Client.

5.3 Data Security; Use of AI Tools

Freelancer will maintain commercially reasonable safeguards to protect Confidential Information, including secured and password-protected devices.

Freelancer shall not use or employ any artificial intelligence tool, service, or system in performing any Assignment or in creating, drafting, reviewing, or revising any work product unless expressly authorized or instructed to do so, in writing, by the Client. Any such authorized use remains subject to this Section, and in no event shall Freelancer upload, input, or disclose any Confidential Information to any third-party software, cloud service, or artificial intelligence tool that has not been authorized in writing by the Company or the Client.

5.4 Breach Notification

Freelancer will notify the Company immediately, and in no event later than twenty-four (24) hours, after becoming aware of any loss, misuse, or unauthorized access to or disclosure of Confidential Information.

5.5 Compelled Disclosure

If disclosure is required by law or court order, Freelancer will disclose only what is legally required and, unless prohibited, will give the Company prompt written notice sufficiently in advance to permit the Company or Client to seek protective measures.

5.6 Return & Destruction

Within five (5) days after completion or termination of an Assignment, termination of this Agreement, or upon request, Freelancer will return or permanently delete all Confidential Information and all Client materials, and will certify compliance in writing upon request.

5.7 Survival

The obligations in this Section survive termination of this Agreement indefinitely.

6. WORK PRODUCT & INTELLECTUAL PROPERTY

6.1 Ownership of Work Product

All work product, deliverables, and materials created by Freelancer in connection with an Assignment are "works made for hire" owned exclusively by the Client upon creation. To the extent any rights do not

vest automatically, Freelancer hereby irrevocably assigns all right, title, and interest (including all intellectual property rights) in such work product to the Client, waives any moral rights, and will execute any documents reasonably necessary to confirm such ownership.

6.2 Company Intellectual Property

Freelancer receives no right or license to use the Company's trademarks, logos, brand names, platform, content, or other intellectual property, except as necessary to perform Assignments.

6.3 Publicity; Non-Disparagement

Freelancer will not use the Company's or any Client's name in any advertising, marketing, or publicity, and will not disclose the existence or details of any Assignment, except that: (i) Freelancer may publicly reference or acknowledge their engagement with the Company where, and to the extent, expressly authorized by the Company in writing, which authorization the Company may condition, limit, or revoke in its sole discretion; and (ii) Freelancer may reference a prior engagement with the Company on a résumé without disclosing Clients, matters, rates, or work details. Freelancer agrees not to disparage the Company, its Clients, or their respective personnel.

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7. ASSIGNMENTS, TIMEKEEPING & PAYMENT

7.1 Rates

Rates for Freelancer's services are established by the Company and communicated to or agreed with Freelancer before or upon acceptance of an Assignment. Amounts paid under this Section are Freelancer's sole and complete compensation.

7.2 Timekeeping

Freelancer will maintain contemporaneous, accurate time records in six-minute (0.1 hour) increments with detailed task descriptions, and will submit time entries through the Company's designated system by the deadlines the Company establishes. Submission of time constitutes Freelancer's certification of its accuracy. Falsified, inflated, or fabricated time entries are grounds for immediate termination of this Agreement, removal of Freelancer from the Company's network, forfeiture of the affected amounts, and liability for resulting damages.

7.3 Payment

The Company will pay Freelancer for approved, conforming services at the agreed rates in accordance with the Company's standard disbursement schedule applicable to Freelancer's category of services, as established and communicated by the Company and as may be updated from time to time, unless otherwise agreed in writing. Payments are not contingent on case outcome, are not held in any trust account, and are not "referral fees" or fee-splitting under applicable rules of professional conduct.

7.4 Adjustments; Setoff

The Company may withhold or adjust payment for time that was not properly recorded or submitted, work that was not authorized, or amounts subject to a good-faith dispute attributable to Freelancer's nonconforming work, and may set off against payments any amounts Freelancer owes the Company under this Agreement.

7.5 Expenses

Freelancer is solely responsible for all costs and expenses incurred in performing services. No expense will be reimbursed unless approved by the Company in writing in advance.

7.6 Payment Disputes

Any dispute by Freelancer regarding payment must be submitted to the Company in writing within thirty (30) days of the payment date at issue, identifying the specific entries and amounts disputed, or the payment is deemed accepted and any dispute waived.

8. COMPANY SYSTEMS & COMMUNICATIONS

8.1 Permitted Use

The Company may make available a Client Portal, website, or other systems and communication tools from time to time. Any such systems may be used solely for purposes of performing Assignments and matters related to this Agreement.

8.2 Acceptable Use

In connection with the Company's systems and any Assignment-related communications, Freelancer shall not upload or transmit content that is unlawful, false, defamatory, harassing, infringing, or discriminatory; shall not send spam or solicitations; shall not impersonate any person; shall not scrape, harvest, or extract Company data; and shall not use the Company's systems to promote any other business or venture.

8.3 Client Communications

Freelancer shall not initiate contact with any Client except after the Company has connected Freelancer with that Client for purposes of an Assignment. Once connected, Freelancer and Client may communicate directly through whatever means they determine works best (including email, telephone, video conference, or messaging platforms), solely in connection with Assignments and subject to the confidentiality and data security obligations of this Agreement.

8.4 Company Rights

The Company may, in its sole discretion, monitor activity on its systems, remove content, restrict access, and suspend or close accounts. The Company does not guarantee the availability of any system or absolute system security. Information may be processed and stored in the United States, and Freelancer consents to receive records and communications electronically. Registration, account creation, or checkbox acceptance constitutes a valid and binding electronic signature.

8.5 Feedback

Clients may provide ratings and feedback regarding Freelancer, which the Company may compile and display. Such feedback is based on information submitted by users, and the Company may rely on it without independent verification.

9. NON-CIRCUMVENTION & PROTECTION OF INTRODUCTIONS

9.1 Acknowledgment of Value

Freelancer acknowledges that the Company's introductions of Freelancers to Clients are the product of substantial investment by the Company and are the core commercial value the Company provides, and that the identities, contact information, personnel, needs, and matters of Clients learned through the Company constitute the Company's Confidential Information under Section 5.

9.2 Work Through the Company

While Freelancer is engaged with a Client through the Company, all services for that Client and all related invoicing and payments shall flow exclusively through the Company. Freelancer shall not accept payment of any kind directly from a Client for work connected to any Assignment.

9.3 Direct Engagement; Conversion Fee

Freelancer is not prohibited from accepting direct engagement or employment with any Client. However, each Client is contractually obligated to the Company to pay a conversion fee for the direct engagement of a Freelancer introduced by the Company, and Freelancer acknowledges that obligation. If, within twelve (12) months following the later of Freelancer's introduction to a Client through the Company or Freelancer's last Assignment for that Client, Freelancer intends to accept direct engagement or employment with that Client, Freelancer shall: (a) provide written notice to the Company before commencing such engagement; and (b) not commence such engagement until the Company confirms that the Client's conversion fee obligation has been satisfied or waived.

9.4 Non-Evasion

Freelancer shall not solicit, induce, encourage, or assist any Client to circumvent, avoid, or evade the Client's fee obligations to the Company, including by accepting payment through any intermediary or alternative arrangement structured to conceal a direct engagement, invoicing through another person or entity, or performing work off the record. Freelancer shall not use the Company's Confidential Information — including Client identities, contacts, rates, or matter information learned through the Company — to solicit work from any Client or prospective client of the Company other than through the Company.

9.5 Remedies

Freelancer acknowledges that the Company's agreements with its Clients, including their conversion fee obligations, are known to Freelancer, and that knowingly inducing or assisting a Client's breach of those obligations constitutes tortious interference in addition to breach of this Agreement. If Freelancer accepts a direct engagement in knowing violation of Section 9.3 or 9.4 and the applicable conversion fee remains unpaid, Freelancer shall be jointly and severally liable with the Client for that fee of Ten Thousand Dollars ($10,000.00), which the parties agree represents the agreed value of the Company's introduction and services and not a penalty, together with disgorgement of any amounts received through an arrangement concealed in violation of Section 9.4. The Company is further entitled to injunctive relief, without posting bond, to restrain any misuse of its Confidential Information.

9.6 No Restriction on Practice

Nothing in this Agreement restricts, or shall be construed to restrict, Freelancer's right to practice law, to perform paralegal services, or to work for or accept engagement with any person or entity, including any Client. Freelancer's obligations under this Section are limited to notice, protection of Confidential Information, and protection of the Company's fees, consistent with Rule 4-5.6 of the Rules Regulating The Florida Bar and analogous professional conduct rules.

9.7 No Solicitation of Company Personnel

During this Agreement and for twelve (12) months thereafter, Freelancer will not solicit or induce any Company employee, contractor, or network freelancer to leave the Company or to circumvent the Company's services.

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10. INSURANCE

The Company does not require Freelancer to maintain insurance as a condition of participating in the Company's network. The Company recommends, however, that Freelancer maintain professional liability (errors and omissions) or other coverage applicable and appropriate to Freelancer's services and circumstances. Freelancer is solely responsible for determining whether to obtain insurance and for the scope and sufficiency of any coverage. The Company does not provide, and makes no representation,

warranty, or guarantee regarding, any insurance coverage for Freelancer, any Client, or any Assignment, including whether any Client's coverage extends to work performed by Freelancer; Clients are directed to their own insurance carriers for any such determination.

11. REPRESENTATIONS & WARRANTIES

Freelancer represents and warrants that:

- all credential, licensure, and profile information provided is true, accurate, and complete
- Freelancer has full authority to enter this Agreement and is not subject to any conflicting agreement or obligation (including any non-compete or employment restriction)
- all services will be performed in compliance with applicable law and professional rules
- all work product will be original and will not infringe or misappropriate any third-party rights
- Freelancer operates as an independent business and is treated as such with respect to all taxes and filings

12. DISCLAIMERS

The platform and the Company's services are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, express or implied. The Company does not warrant or guarantee the conduct, solvency, cooperation, or supervision practices of any Client; the availability, volume, or continuation of any Assignments; or uninterrupted or error-free operation of the platform. The Company does not vet Clients' matters and is not responsible for the acts or omissions of any Client or any other user.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Damages

The Company shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for lost profits, lost opportunities, or loss of goodwill, arising out of or relating to this Agreement or Freelancer's use of the platform.

13.2 Liability Cap

The Company's total aggregate liability to Freelancer for any claim arising out of or relating to this Agreement shall not exceed the amounts paid by the Company to Freelancer for the specific Assignment giving rise to the claim, or One Hundred Dollars ($100.00) if no Assignment is implicated. This is Freelancer's sole and exclusive remedy.

13.3 Time Limitation

Any claim by Freelancer against the Company must be brought within ninety (90) days of the date the claim arises or is forever waived and barred.

14. INDEMNIFICATION

Freelancer agrees to defend, indemnify, and hold harmless the Company and its affiliates, and their respective owners, officers, employees, and agents, from and against any claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or relating to:

- Freelancer's services, work product, acts, errors, or omissions, including any claim of professional negligence or malpractice
- any breach of this Agreement or violation of law or professional rules, including unauthorized practice of law
- any breach of confidentiality, privilege, or data security attributable to Freelancer
- any claim that Freelancer is an employee of the Company, including related taxes, penalties, and benefits claims
- Freelancer's taxes or failure to make required filings or payments

The Company may satisfy any indemnity obligation, in whole or in part, by deduction from payments due to Freelancer.

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15. TERM, TERMINATION & SUSPENSION

15.1 Termination

Either party may terminate this Agreement at any time, with or without cause, upon written notice (email sufficient). The Company may also suspend Freelancer's account and access, or remove Freelancer from the Company's network, immediately and without notice, if the Company believes Freelancer has breached this Agreement, provided false information, become subject to discipline, or created risk or potential liability for the Company, its Clients, or the network.

15.2 Effect of Termination

Upon termination, Freelancer will cooperate in the orderly transition or completion of open Assignments as directed by the Company, promptly return or destroy all Confidential Information under Section 5.6, and cease all use of the platform. The Company will pay for approved, conforming services performed through the termination date in accordance with Section 7, subject to setoff. The Company has no liability for any termination, suspension, or removal of Freelancer from any Assignment.

15.3 Survival

Sections 2 (Relationship), 5 (Confidentiality), 6 (Work Product & IP), 9 (Non-Circumvention), 11 (Representations), 13 (Limitation of Liability), 14 (Indemnification), and 16 (Dispute Resolution), and any other provision that by its nature should survive, survive termination.

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16. DISPUTE RESOLUTION & GOVERNING LAW

16.1 Negotiation First

Before filing any action, the parties will attempt in good faith to resolve any dispute through direct negotiation for at least fourteen (14) days after written notice of the dispute, and may thereafter pursue voluntary mediation with costs shared equally.

16.2 Governing Law & Venue

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles. Exclusive jurisdiction and venue for any dispute lies in the state and federal courts located in Broward County, Florida, and Freelancer consents to personal jurisdiction there.

16.3 Jury & Class Waiver

EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. ALL CLAIMS MUST BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY.

16.4 Injunctive Relief; Fees

Freelancer acknowledges that breach of Sections 5, 6, or 9 would cause the Company irreparable harm for which monetary damages are inadequate, entitling the Company to injunctive relief in addition to all other remedies. In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs, including on appeal.

17. MODIFICATIONS TO AGREEMENT

The Company reserves the right to modify, update, or revise this Agreement at any time, in its sole discretion. The Company will provide notice of any modification by sending electronic notice to the email address associated with Freelancer's account, by posting a notice on the Company's website or platform, or both, and will update the "Effective Date" of the revised Agreement. Unless otherwise stated, modifications become effective upon the giving of such notice.

Notice sent to the email address associated with Freelancer's account is effective when sent, and Freelancer is solely responsible for keeping that email address current. The Company's inadvertent failure to deliver notice to any individual Freelancer does not invalidate a modification as to Freelancers who received notice.

Freelancer's continued access to the platform or acceptance of any Assignment after a modification becomes effective constitutes Freelancer's binding acceptance of the revised Agreement. If Freelancer does not agree to the revised terms, Freelancer's sole remedy is to discontinue use of the platform and decline further Assignments.

18. MISCELLANEOUS

18.1 Entire Agreement

This Agreement, together with any documents incorporated by reference, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings.

18.2 Severability

If any provision is found unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder shall remain in full effect.

18.3 No Waiver

Failure to enforce any provision shall not constitute a waiver of that or any other provision.

18.4 Assignment

Freelancer may not assign this Agreement or any rights or obligations under it without the Company's prior written consent. The Company may assign this Agreement freely.

18.5 Notices

Notices must be in writing and delivered by email (with confirmation of transmission) to the Company at info@thefreelancefirm.com and to Freelancer at the email address associated with Freelancer's account.

18.6 Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control.

18.7 Voluntary Agreement

Freelancer acknowledges having had sufficient opportunity to review this Agreement and to consult independent counsel, and enters into it voluntarily.

FREELANCER HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. FREELANCER HEREBY ACKNOWLEDGES AND AGREES TO FULLY ABIDE BY THE TERMS OF THIS AGREEMENT.