

**PLAYROLL TERMS AND CONDITIONS OF BUSINESS
FOR PLATFORM SERVICES**

1. DEFINITIONS:

- 1.1 **“Agreement”** has the meaning given to it in clause 2.1.
 - 1.2 **“Anti-Corruption Laws”** has the meaning given to it in clause 8.1.
 - 1.3 **“Claim”** refers to any and all third party claims, demands, suits, proceedings, or causes of actions.
 - 1.4 **“Client”** is a person that contracts with Playroll for the purpose of the Platform Services and includes all of the Client’s subsidiaries and affiliates.
 - 1.5 **“Confidential Information”** means all confidential information (however recorded or preserved) disclosed by a Party or its representatives to another Party or its representatives whether before or after the acceptance of these Terms in connection with the Agreement, including but not limited to:
 - 1.5.1 any information that would be regarded as confidential by a business reasonable person (such as non-public and/or commercially sensitive information) relating to:
 - 1.5.1.1 the business, affairs, customers, clients, employees, suppliers, plans, intentions, or market opportunities of the disclosing party; and
 - 1.5.1.2 the operations, processes, product information, know-how, designs, trade secrets, intellectual property or software of the disclosing party; and
 - 1.5.2 any information developed by the Parties in the course of carrying out the Agreement.
 - 1.6 **“Contractor”** shall mean an independent person/company contracted/engaged by the Client, for the provision of Services to the Client, via the Platform and in respect of which Platform Services are provided.
 - 1.7 **“Contractor Costs”** means the monthly charges and fees payable by the Client for provision by Playroll of the Platform Services as set out in any Master Services Agreement.
 - 1.8 **“Data Protection Legislation”** shall mean:
 - 1.8.1 to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
 - 1.8.2 to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data; and/or
 - 1.8.3 any laws applicable in any country in which Client is based or into which the Client will transfer personally identifying information in connection with this Agreement.
 - 1.9 **“EU GDPR”** means the General Data Protection Regulation ((EU) 2016/679).
 - 1.10 **“Incident”** has the meaning given to it in clause 7.9.
 - 1.11 **“Liabilities”** refer to damages, liabilities, payments, costs and expenses, including reasonable legal fees.
 - 1.12 **“Monthly Charge”** means the total amount payable to Playroll for applicable Transaction Fees and the Platform Fees.
 - 1.13 **“Payment Services”** means payment as further described in clause 3 of the Terms, on behalf of the Client, of Contractor’s invoices, expenses and other charges, disbursements or reimbursements, by Playroll (whether directly or via its nominated Playroll Partner), through the Playroll Platform and/or related service provider/s, on the terms of the Agreement.
 - 1.14 **“Personal Data”** has the meaning given to it in the Data Protection Legislation.
 - 1.15 **“Platform”** means the online platforms of Playroll and of Playroll’s related service providers where applicable, used to manage and carry out the Platform Services.
 - 1.16 **“Platform Services”** shall mean Platform Services as set out in the MSA and clause 3 herein, including Payment Services and other related services (as may be applicable).
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- 1.17 **“Playroll”** means Playroll Limited, an entity registered in England and Wales, along with Playroll’s subsidiaries and affiliates.
- 1.18 **“Platform Fees”** means the fixed monthly fee payable by the Client for access to and/or use of Playroll’s Platform, software and for Playroll’s provision of the Platform Services.
- 1.19 **“Playroll Partner”** is any person/legal person that Playroll contracts with or otherwise engages to assist with or perform the Platform Services or any part thereof.
- 1.20 **“Supervisory Authority”** means:
- (a) an independent public authority which is established pursuant to UK GDPR;
 - (b) an independent public authority which is established pursuant to EU GDPR; and/or
 - (c) any similar regulatory authority responsible for the enforcement of the Data Protection Legislation.
- 1.21 **“Transaction Costs”** means all charges incurred from Playroll’s receipt of payment from the Client and from Playroll’s payment to the Contractor on behalf of the Client, including but not limited to bank charges and conversion fees.
- 1.22 **“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. BACKGROUND/INTRODUCTION

- 2.1 These Terms and Conditions of Business for Platform Services (**“Terms”**), the Data Processing Agreement (**“DPA”**) (*mutatis mutandis*) and Master Services Agreement(s) for Platform Services (**“MSA”**) as well as any concluded addendums thereto (collectively the **“Agreement”**), form the complete and legally binding agreement between the relevant Client and Playroll (each a **“Party”** and together the **“Parties”**).
- 2.2 Playroll reserves the right to make changes to these Terms from time to time. Playroll will update them at playroll.com/terms-and-conditions-msa-contractors/ and outline the changes in an email which will be sent to the email address provided by the relevant Client via the Platform. It is important that Clients review the Terms whenever modified.
- 2.3 By: (i) clicking the applicable button to indicate acceptance of the Terms, or (ii) accessing or using any Platform Services via the Platform, each Client accepts and agrees to be bound by, the Terms.

3. PLAYROLL’S PLATFORM SERVICES

- 3.1 Playroll will, via the Platform and in accordance with the Terms, or arrange for its nominated Playroll Partner to, provide the Platform Services, in respect of independent contractors contracted by the Client. Neither Playroll, nor Playroll’s nominated Playroll Partner, shall be responsible for the Client’s or the Contractor’s negligence, errors, and/or omissions under any contract between the Client and such Contractors.
- 3.2 As part of the Platform Services, the Client’s Contractor/s shall upload invoices and all appropriate and required documentation in support of such invoices. The Client shall transfer the requisite funds for payment of the Contractor invoice/s to Playroll (in accordance with the terms of the Agreement) and Playroll shall, in turn, remit such payment to the Contractor/s.
- 3.3 Playroll reserves the right to cancel any Platform Services managed on the Platform for reasons, including but not limited to the Client’s violation of these Terms, failure to pay invoices, suspicious behaviour, fraud, harassment, unfair, deceptive, or illegal acts or practices, and at the direction of any regulatory authority. In the event of such violation/s and/or cancellation/s, Playroll reserves the right to terminate the Platform Services without notice and without any liability arising therefrom.
- 3.4 Playroll will provide (or procure the provision via its nominated Playroll Partner if necessary) Payment Services, including reasonable expenses and reimbursements based on the amount/s reported and/or approved by the Client subject to any applicable local/in-country expense policies
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or regulations. Payroll or its nominated Payroll Partner (as applicable) will process the Contractor's Expenses (where applicable) and remit these sums on behalf of the Client. Payroll and/or its nominated Payroll Partner (as applicable) reserve the right to suspend Payment Services in the event that the Client fails to pay the applicable Monthly Charges. The Client will be liable for any Claims arising from non-payment to Contractors where the Client has failed to pay the Monthly Charges in accordance with the terms in the Agreement.

4. CLIENT OBLIGATIONS

- 4.1 The Client is fully responsible for managing the Contractor's performance of the Contractor's services to the Client.
- 4.2 Client is responsible for sourcing the Client's proposed Contractor(s) and for ensuring they are suitable to provide services to the Client and that the Contractor is lawfully engaged.
- 4.3 The Client shall be solely responsible for ensuring that all Contractor invoices are supported by, and that the Client has been provided with, all appropriate and required supporting documentation.
- 4.4 Under the Agreement, Client is liable for all incurred costs under any agreement with any Contractor/s, including payment of any required notice or other termination payments required by law or negotiated between Client and the Contractor. This obligation extends to any successful Claims in the event of any relevant authority making any adverse finding against the Client with regard to the misclassification and/or termination of the Contractor.
- 4.5 Client agrees to review, approve and Contractor invoices, timeously and accurately, as outlined in the Agreement and Payroll shall not be liable for any failures on the part of the Client to do so.
- 4.6 The Client warrants that will not knowingly violate any applicable laws, rules, or regulations through any acts under this Agreement, including but not limited to, information or documentation submitted to Payroll.

5. CONFIDENTIAL INFORMATION

- 5.1 The provisions of this clause shall not apply to any Confidential Information that:
 - 5.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this clause);
 - 5.1.2 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
 - 5.1.3 was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
 - 5.1.4 the relevant Parties agree in writing is not confidential or may be disclosed; or
 - 5.1.5 is developed by or for the receiving Party independently of the information disclosed by the disclosing party.
 - 5.2 Each Party shall keep the other Party's Confidential Information confidential and shall not:
 - 5.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Agreement (**"Permitted Purpose"**); or
 - 5.2.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
 - 5.3 A Party may disclose the other Party's Confidential Information to those of its representatives who need to know such Confidential Information for the Permitted Purpose (including Payroll's nominated Payroll Partners or third-party providers), provided that:
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- 5.3.1 it informs such representatives of the confidential nature of the Confidential Information before disclosure; and
- 5.3.2 it procures that its representatives shall comply with obligations set out in this clause, and at all times, it is liable for the failure of any representatives to comply with the obligations.
- 5.4 A Party may disclose Confidential Information to the extent required by law, any governmental or other regulatory authority or by a court or other competent authority. To the extent legally permitted, it shall give the other Party as much notice of such disclosure as possible and will take into account reasonable and lawful requests the other Party in relation to the content of such disclosure.
- 5.5 A Party may, where it has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without notice to the other Party.
- 5.6 The provisions of this clause shall survive for a period of three years from termination or expiry of this Agreement and Each party reserves all rights in its Confidential Information.

6. INTELLECTUAL PROPERTY

- 6.1 Each Client agrees that Playroll will own all right, title, and interest in Playroll intellectual property. To the extent that Playroll may need to use any of the Client's intellectual property to provide the Services, Playroll understands and agrees that the relevant Client owns all right, title, and interest in its intellectual property.

7. DATA PRIVACY AND PROCESSING AGREEMENT

- 7.1 The terms within this clause 7 shall be strictly construed in accordance with the Data Protection Legislation. Any defined terms will have the meaning prescribed in the Data Protection Legislation.
- 7.2 In the event of a conflict between these Terms and the DPA, the DPA shall take precedence.
- 7.3 In order to provide the Services, Playroll requires control and processing of Personal Data and sensitive Personal Data. The Parties are separate and independent Controllers with respect to Personal Data provided by Contractors. Each Party is solely responsible for its compliance with applicable Data Protection Legislation and related obligations.
- 7.4 Contractor agreements, invoices and personal documentation are considered Personal Data. Playroll will share these documents with Client to the extent allowable by law. Playroll will retain this information only as long as legally required.
- 7.5 If Playroll receives Personal Data from a Client to process, Playroll will process that Personal Data only as instructed or initiated by that Client through the Platform, as necessary to provide the Platform Services and prevent or address technical problems with the Platform or violations of the Agreement, or as required by applicable law. Playroll will limit the sharing, storage, retention and use of Personal Data to the extent necessary to perform and implement the Services.
- 7.6 Each Client authorises Playroll to use third parties to process Personal Data, and additionally, each Client authorises the third parties to engage sub processors to process Personal Data. Playroll's use of any specific third party or sub-processor to process Personal Data must be in compliance with applicable Data Protection Legislation and must be governed by a contract between Playroll and the third party (and their sub-processors) that requires comparable protections to these Terms. Playroll will provide, upon written request, a (reasonably redacted) copy of Playroll's agreements with third parties that process the relevant Client's (respective) Personal Data. A Client may terminate its agreement in accordance with the Terms should it not be satisfied with any appointed third-party/sub-processor.
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- 7.7 Playroll data is warehoused in the UK. If Playroll or Playroll third parties are required to transfer Personal Data out of the European Economic Area to provide the Services, Playroll will ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
- 7.7.1 Playroll may use specific contract clauses approved by the European Commission which give Personal Data the same protection it has in Europe; and/or
 - 7.7.2 when transferring Personal Data to the United States or elsewhere, Playroll may transfer data to third parties or sub-processors, if they provide evidence of similar protections to those afforded to Personal Data in the European Union.
- 7.8 Playroll has implemented appropriate technical and organisational measures to protect Personal Data in its possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. Playroll’s personnel will be appropriately trained and bound by confidentiality obligations with respect to Personal Data. Each Party will promptly notify the other if it is no longer able to abide by the rights and obligations attached to the Personal Data, and to cease using that data or otherwise to take appropriate steps to remediate.
- 7.9 In the case of any potential or actual losses of Personal Data (“**Incident**”), the affected Party or Parties will notify each other as soon as possible and no later than within forty-eight (48) hours. The Parties agree to help each other in an expeditious and compliant manner.
- 7.10 Both Parties agree to provide reasonable assistance to each other related to any requests from individuals exercising their rights in Personal Data granted to them under applicable Data Protection Legislation.

8. COMPLIANCE

- 8.1 Playroll requires compliance with all applicable anti-bribery, trade, trafficking, and anti-money laundering laws. The Parties will each comply with applicable Anti-Corruption Laws, which may include but are not limited to the US Foreign Corrupt Practices Act (“**FCPA**”), the UK Bribery Act (the “**UK Act**”) and all other applicable anti-corruption and anti-bribery laws (collectively, the “**Anti-Corruption Laws**”).
- 8.2 While a Contractor is engaged by the Client, Client agrees to comply with applicable laws and regulations.
- 8.3 The Parties will not knowingly do anything that would cause the other Party to be in violation of any relevant laws and will immediately notify the other of any real/suspected violation.

9. EQUIPMENT

- 9.1 Playroll or its nominated Playroll Partner (as applicable) may, on request, provide certain equipment to Contractors on behalf of a Client. Client will bear all risk associated with such provision. Client waives any Claim for any damages or loss resulting from the use or provision of such equipment, as well as any finding of misclassification on the basis of the provision of tools to the Contractor to provide services to the Client under the Contractor Agreement/s.

10. FEES

- 10.1 The Platform Fees and applicable Transaction Costs set out in the MSA are payable monthly. The Platform Fees, unless otherwise agreed in writing, shall commence in the month in which the Platform Services are activated on the Playroll Platform.
- 10.2 All amounts payable will be detailed in the relevant invoice. Platform Fees will not be prorated for partial month payments.

11. INVOICING AND PAYMENT

- 11.1 Client shall be responsible for paying any insufficient funds fees, overdraft fees, wire transfer fees or other bank fees associated with Client's bank incurred in connection with Client's transfers or payments, including any payment provider transaction fees, taxes, and any other third-party charges.
- 11.2 The Client shall be liable for any and all Transaction Costs to the extent that such Transaction Costs have not been absorbed by the Contractor.
- 11.3 If the Client disputes any invoice for Platform Services, it will notify Playroll in writing within seven (7) days of delivery of the invoice. The Parties will negotiate in good faith to promptly resolve the dispute. Notwithstanding, Client's failure to pay at least undisputed amounts, when due, constitutes a breach. Without affecting Playroll's other rights or remedies, interest on unpaid undisputed balances at the rate of three per cent (3%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, may be charged.
- 11.4 The Client shall be solely responsible for Claims and/or liability arising from any late payment to the Contractor, unless such Claim or Liability arises solely as a result of Playroll's gross negligence and/or wilful misconduct.
- 11.5 At all times, each Party shall be solely responsible for paying its own applicable sales taxes (if any) and to self-account and self-report for such taxes, as necessary.

12. TAXES

- 12.1 The Client acknowledges that if any penalties and/or liability for any corporate or other taxes arises out of any actions or omissions by the Contractor or the Client, the Client will comply with all local tax requirements, and pay any such taxes and indemnifies Playroll against such taxes and any and all costs or expenses resulting therefrom.

13. PLAYROLL THIRD PARTY PROVIDERS.

- 13.1 Playroll may cede its rights and delegate its obligations under the Agreement to any Playroll Partner of its choosing. Playroll will remain responsible for the performance of Playroll Partners. The Client agrees not to work directly with any Playroll Partner(s) assigned to that Client's account during the term of the Agreement and for one year after the termination of the Agreement without prior written consent of Playroll.

14. RECORDS

- 14.1 Client maintains full responsibility for updating, maintaining and verifying the on-going accuracy of all information on the Platform. If Client fails to provide, timely, accurate and complete information, Playroll has the right to collect additional amounts from Client, change the Platform Services provided and/or the fees charged, and/or upon thirty (30) days' notice, terminate any active MSA or Platform Services in respect of any/all Contractors engaged by the Client.

15. PLAYROLL PLATFORM

- 15.1 The Platform Services are offered through the Platform to which Playroll grants Client a limited, non-transferable, royalty-free licenses to use in accordance with these Terms. In order to access the Services, internet access and a valid email address are required for every Client and Contractor.
- 15.2 Playroll will use information provided by the Client, including personal information, in connection with providing the Services. This usage may include sharing information between Platforms owned or licensed by the Playroll, as well as third party providers. Client consents to this transfer of data, subject to applicable law, Playroll's Website Terms of Use, Playroll's Privacy Policy, and DPA (mutatis mutandis).
- 15.3 Information provided by Playroll whether via the Playroll website or Platform is solely intended for informational purposes and must not be interpreted as professional legal or tax advice.
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15.4 To the fullest extent permitted under applicable law, the Platform, and content are provided “as is,” without warranty of any kind made by Playroll.

16. CHANGES

16.1 Certain changes may require adjustments to the terms and cost of the Contractor under the applicable MSA and/or Contractor engagement/s.

16.2 Playroll reserves the right to make reasonable changes to the products and Platform Services offered and the manner in which they are delivered. The Client agrees that where Playroll has notified the Client of any changes continued use of the Platform after thirty (30) days will be deemed as Client’s acceptance of any changed terms.

17. TERMINATION

17.1 Either Party may terminate the MSA(s) and/or any Platform Services in respect of any Contractor engaged via the Platform, at any time, on thirty (30) days’ written notice to the other Party.

17.2 The Client’s obligations to pay any amounts due under the Agreement, any liability arising on the part of the Client in respect of any indemnification under the Agreement, pursuing obligations and remedies contained under the Agreement, as well as Playroll's related rights and remedies for any non-payment, will survive the termination of the Agreement, any MSA and/or any Contractor engaged via the Platform.

17.3 In the event that a Party breaches the Agreement, the affected Party may terminate the Agreement (or MSA or any Contractor engaged via the Platform), following written notice to the other party and 21 (twenty-one) days’ to cure the breach, or 7 (seven) days in the event of a material breach, provided that the breach can be cured. Such termination shall be without prejudice to any other rights/remedies under this Agreement or in law.

18. WARRANTY

18.1 Each Party hereby represents and warrants:

18.1.1 that it is duly organised, validly existing and in good standing under the laws of its jurisdiction of incorporation or organisation; and

18.1.2 that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

18.2 Client further represents and warrants that it will not task or otherwise involve the Contractor in any illegal activity during their engagement, and that the Client will comply with all applicable laws relating to the Platform Services, the Agreement and its agreement with any Contractor.

19. DISCLAIMERS

19.1 Playroll is not responsible for the actions, errors, or omissions of any Contractor engaged by the Client via the Playroll Platform or any damages resulting from such Contractor’s actions, errors, or omissions. Furthermore, Client agrees and acknowledges that Client is ultimately and wholly responsible for protecting any intellectual property to which Contractor has access. Client will hold Playroll harmless for any theft or misappropriation of intellectual property by the Contractor. Furthermore, Playroll makes no warranties regarding the enforceability of any non-solicitation, restraints of trade and/or confidentiality agreements concluded with any Contractor(s).

19.2 Client understands and agrees that whether or not a government agency, other regulator, or judicial body ultimately determines Client to be Contractor’s employer, or any similar determination, is beyond Playroll’s control. Client agrees to hold Playroll harmless in such event.

19.3 Playroll does not provide tax, legal or accounting advice. If Client has questions after reviewing the contracts and forms generated by and through the Playroll Platform, the country profile pages, and any other information provided by Playroll, it should consult Client's own tax, legal or accounting advisors prior to using those documents, or paying an invoice.

20. LIMITED LIABILITY

20.1 To the extent permitted by law, in no event, will either Party be liable to the other for special, indirect, incidental, punitive, or exemplary losses, damages, or expenses (including, without limitation, Claims for lost business profits or revenue, loss, interruption, or unavailability of data, interruption of business operations, or the cost of the procurement of substitute goods or Services, Client's use or inability to use the Platform or any interruption of such use), even if the Client has been advised of the possibility of such damages and regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise).

20.2 To the extent permitted by law, in no event, or series of connected events, will Playroll's total liability in connection with any Platform Services exceed the Platform Fees paid by the Client in the immediately preceding 12-month period, in respect of any Contractor under that Contractor's profile in the Playroll Platform.

21. MISCELLANEOUS

21.1 Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use each other's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other Party.

21.2 These Terms, and any amendments thereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof, delivered in person. Neither Party shall argue that a contract was not formed hereunder based on either:

21.2.1 the use of electronic means to indicate acceptance of these Terms;

21.2.2 the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and

21.2.3 each Party forever waives any related defence.

21.3 Except where explicitly provided, the Terms do not create or constitute a partnership or joint venture or make either Party an agent of the other.

21.4 No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.5 Except where explicitly provided, neither Party may assign rights and obligations Agreement, by operation of law or otherwise, without the other Party's prior written consent, which will not be unreasonably withheld. Any attempt to assign or transfer this Agreement, without such consent, will be null and void unless ratified by the other Party.

21.6 Neither Party shall be in breach of the Agreement nor liable for a delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event. An affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for two (2) weeks, the Party not affected may terminate the Agreement on five (5) days' prior written notice. The Client's obligations regarding Contractor's engagement/termination thereof will however survive such termination.

21.7 The Agreement forms the entire agreement between the Parties and replaces all prior understandings, communications, and agreements, oral or written, regarding this subject matter.

Any of the Terms, may only be modified as otherwise provided herein. To the extent any conflict or ambiguity between these Terms and a MSA arises, the Parties agree that the MSA shall prevail (unless otherwise specifically stated in the MSA or in these Terms).

- 21.8 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this clause the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.