

AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) sets forth the rights, responsibilities, obligations, duties and the like, of each party to this Agreement, respectively. The Freelance Firm offers Hiring Attorneys (term defined below) access to its network of freelance attorneys and procure various legal services.

- 1. Definitions.** The following terms are used throughout this Agreement and have the following specific definitions, regardless of capitalization, use in the singular or plural form, or use in the past, present or future tense.
- a. **“Terms”** collectively refers to all of the terms, conditions, provisions, clauses, requirements, obligations and/or notices contained or referenced herein.
 - b. **“Site”** refers to The Freelance Firm’s website (www.thefreelancefirm.com), along with all subpages, mobile applications, and all content and/or services available at or through the website.
 - c. **“Client Portal”** refers to the third-party online platform that may be made accessible to Hiring Attorneys by The Freelance Firm. Hiring Attorneys may then utilize the Client Portal to communicate with their respective TFF Freelance Attorney, upload and/or transmit supporting documents to their respective TFF Freelance Attorney relating to an Assigned Project, view and track the progress of a pending Assigned Project, review invoices relating to their past and/or current Assigned Projects, and the like.
 - d. **“Hiring Attorney”** refers to an attorney, either individually or as an authorized representative on behalf of a law firm and/or legal practice, who engages or intends to engage The Freelance Firm to procure legal services from one or more TFF Freelance Attorneys. Hiring Attorneys are not employees, agents or representatives of The Freelance Firm and no employer-employee relationship is created by the Hiring Attorney’s engagement of The Freelance Firm and/or a TFF Freelance Attorney. Hiring Attorney shall directly supervise any TFF Freelance Attorney that Hiring Attorney has engaged to perform legal services and assumes all responsibility and/or liability for all work undertaken and/or completed by TFF Freelance Attorney for Hiring Attorney.
 - e. **“You” or “Your”** refers to Hiring Attorney, either individually or as an authorized representative on behalf of a law firm and/or legal practice who engages or intends to engage The Freelance Firm to procure legal services from one or more TFF Freelance Attorneys.
 - f. **“We,” “Us” or “Our”** refers to The Freelance Firm.
 - g. **“TFF Freelance Attorney”** refers to an attorney that is associated with The Freelance Firm network, available to provide legal services to The Freelance Firm’s Hiring Attorneys. Each TFF Freelance Attorney is an independent contractor licensed to practice law and whose license is active and in good standing with each jurisdiction under which he/she is admitted to practice, including and especially the applicable jurisdiction for which a TFF Freelance Attorney provides legal services to a Hiring Attorney. TFF Freelance Attorneys are not employees or agents of The Freelance Firm and no employer-employee relationship is created by a Hiring Attorney’s engagement of a TFF Freelance Attorney through or under the services provided by The Freelance Firm.



- h. **“Proposed Project”** is a project, task and/or assignment that has been submitted by a Hiring Attorney, either through the Site, Client Portal or by any other approved method of submitting a Proposed Project, for the purpose of engaging a TFF Freelance Attorney to undertake and complete.
 - i. **“Assigned Project”** is a Proposed Project that has been accepted by a TFF Freelance Attorney for completion. A TFF Freelance Attorney may not accept a Proposed Project until TFF Freelance Attorney conducts a conflict check to ensure the non-existence of a potential conflict relating to the Proposed Project.
 - j. **“Project Rate”** is the total cost that a Hiring Attorney will pay for the completion of the Assigned Project. The Project Rate includes the Service Fee, credit card processing fees (if applicable) and any other applicable fees and/or taxes.
 - k. **“Service”** refers to the services provided by The Freelance Firm, including, but not limited to: locating one or more TFF Freelance Attorneys within its network to review and potentially accept a Hiring Attorney’s Proposed Project; providing access to the Hiring Attorney portal, its communication tools, document management system, and payment services. The Freelance Firm is not an attorney referral service or employment agency. The Freelance Firm locates TFF Freelance Attorney(s) to review and potentially accept Proposed Projects as independent contractors, to perform legal services for Hiring Attorney(s) upon acceptance of a Proposed Project.
 - l. **“Service Fee”** is the fee that Hiring Attorney pays to The Freelance Firm for the service(s) it provides (*i.e.*, locating and placement of a TFF Freelance Attorney for completion of Assigned Task) to Hiring Attorney. The Service Fee is 22% of the Project Rate.
- 2. Ethical Obligations.** Hiring Attorney hereby affirms and agrees that he/she/they are obligated to abide by and comply with all applicable professional rules of conduct set forth by the state Bar Association, or any other authority in any applicable jurisdiction in which Hiring Attorney will utilize the legal services of TFF Freelance Attorneys. Please refer to your state Bar Association for the full listing of obligations under your applicable Rules. Hiring Attorney expressly acknowledges that he/she/they have read and understand the obligations regarding all applicable Rules described hereinabove, including, but not limited to:
- a. Rules regarding Confidentiality;
 - b. Rules regarding Conflict of Interest, Current Clients;
 - c. Rules regarding Conflicts of Interest, Previous Clients;
 - d. Rules regarding Competency, etc.
- 3. Conflicts.** Hiring Attorney also expressly agrees that he/she shall not knowingly attempt to engage or otherwise utilize the services of The Freelance Firm or any TFF Freelance Attorney, if doing so would result in a potential conflict for Hiring Attorney or TFF Freelance Attorney.
- 4. Disclosure to Client.** Hiring Attorney hereby agrees to disclose to his/her client the nature of any services provided by The Freelance Firm or any TFF Freelance Attorney, if Hiring Attorney’s client would likely to find the information material. Hiring Attorney further affirms and agrees that it is the sole responsibility of Hiring Attorney to make disclosures to their respective clients.



5. **Rates.** The Freelance Firm may provide Hiring Attorney with a preliminary range of prices associated with a particular service provided by TFF Freelance Attorneys and Hiring Attorneys may propose a Project Rate when submitting a Proposed Project. However, TFF Freelance Attorneys are not obligated to accept a Proposed Project at the rate proposed by a Hiring Attorney, thus, the final Project Rate will be contingent upon the specific nature of an individual Proposed Project and a TFF Freelance Attorney's acceptance of same. Furthermore, upon registering as a Hiring Attorney with The Freelance Firm, set rates for future Proposed Projects may be negotiated.
6. **Rate Surcharge.** The Freelance Firm reserves the right to add a surcharge to any Project Rate for any Proposed Project submitted for which the deadline for completion falls within the following forty-eight (48) hour period. Similarly, any requests for hearing coverage made within twenty-four (24) hours of the subject hearing are subject to surcharge of seventy-five (\$75.00) dollars.
7. **Relationship.** Any TFF Freelance Attorney designated to provide legal services to a Hiring Attorney is performing such services as an independent contractor of The Freelance Firm. TFF Freelance Attorneys are not, and are not to be considered, employee(s) or contractor(s) of Hiring Attorney.
8. **1099 Tax Reporting.** The Freelance Firm will issue IRS Form 1099 to applicable TFF Freelance Attorneys for services provided to Hiring Attorneys during the course of a tax year.
9. **Modifications and/or Revisions.** Should Hiring Attorney request any modifications and/or changes be made to the terms of an Assigned Project, such modifications and/or changes must be agreed to by the TFF Freelance Attorney(s) that accepted the Assigned Project, and any such modifications and/or changes may be subject to additional fees. Once an Assigned Project has been completed and accepted by Hiring Attorney, any subsequent requests for modifications, changes and/or revisions to the Assigned Project may be subject to additional fees, unless otherwise agreed to, in writing, by both TFF Freelance Attorney and The Freelance Firm.
10. **Cancellation.** In the event that a Hiring Attorney submits a Proposed Project but cancels and/or revokes said Proposed Project prior to being accepted by a TFF Freelance Attorney, Hiring Attorney will be charged, and is responsible to pay, the Service Fee associated with the Proposed Project (*i.e.*, 22% of the proposed Project Rate). If Hiring Attorney cancels and/or terminates an Assigned Project (*i.e.*, after a TFF Freelance Attorney has accepted the Proposed Project), Hiring Attorney will be charged, and is responsible to pay: (1) the Service Fee associated with the Assigned Project, and (2) the prorated amount of the Project Rate for all time expended by a TFF Freelance Attorney from acceptance of the Proposed Project up until the time that the Assigned Project is cancelled and/or terminated by Hiring Attorney.

11. Additional Duties of Hiring Attorney.

- a. Hiring Attorney is responsible to provide TFF Freelance Attorney with all necessary instructions and documents to allow TFF Freelance Attorney to adequately prepare, undertake and complete any Proposed Project and/or Assigned Project. Following TFF Freelance Attorney's acceptance of Hiring Attorney's Proposed Project, Hiring Attorney and TFF Freelance Attorney are permitted to communicate directly, by email or through the Client Portal only, solely for the purpose of asking/responding to questions related to the Assigned Project and/or providing information, documentation or additional instructions regarding the Assigned Project. The Freelance Firm will continually monitor a TFF Freelance Attorney's progress regarding pending Assigned Projects to ensure timely completion and will notify Hiring



Attorney of any potential delays or other matters affecting the Assigned Project's agreed-upon completion date.

- b. Hiring Attorney is responsible to provide a TFF Freelance Attorney with all necessary information regarding a legal matter to allow the TFF Freelance Attorney to conduct an adequate conflict check. TFF Freelance Attorneys are responsible to conduct a conflict check prior to accepting a Proposed Project. Written confirmation of the non-existence of a conflict from TFF Freelance Attorney to Hiring Attorney may be provided to a Hiring Attorney on request.
- c. Hiring Attorney shall have sole responsibility for the work product provided by the TFF Freelance Attorney.
- d. For each Assigned Project, the Hiring Attorney shall supervise the TFF Freelance Attorney's performance to ensure compliance with applicable Rules of Professional Conduct.
- e. Hiring Attorneys shall comply with applicable law concerning the use of TFF Freelance Attorneys.
- f. For each Assigned Project, the Hiring Attorney shall establish and maintain the relationship with Hiring Attorney's own client(s).
- g. Unless otherwise agreed to by the Parties hereto, in writing, a TFF Freelance Attorney shall have no contact with Hiring Attorney's client(s) by email, telephone, video, web, social media, in-person or other. In the event that an Assigned Project does require a TFF Freelance Attorney to have contact with Hiring Attorney's client(s), Hiring Attorney shall provide written documentation to confirm that Hiring Attorney's professional liability, legal malpractice, errors and omissions and/or other applicable liability insurance policy extends coverage to any and all activities undertaken by TFF Freelance Attorney on behalf of Hiring Attorney.
- h. For each Assigned Project, Hiring Attorney shall not ask or otherwise cause a TFF Freelance Attorney to serve or otherwise disseminate the TFF Freelance Attorney's work product or any other information and/or documentation related thereto, to anyone other than Hiring Attorney.
- i. For each Assigned Project, the Hiring Attorney shall not ask or otherwise cause the TFF Freelance Attorney to sign or file any documents with any court or administrative body, whatsoever.
- j. For each Assigned Project, the Hiring Attorney shall have the sole responsibility for determining the fee charged to his or her client(s) for legal services. The TFF Freelance Attorney shall have no involvement in determining the fee charged and/or billed to Hiring Attorney's client(s).
- k. Hiring Attorneys and TFF Freelance Attorneys shall immediately notify The Freelance Firm if they are suspended from the practice of law, disbarred in any United States jurisdiction, or are otherwise the subject of any disciplinary measures whatsoever, relating to his/her license or ability to practice law in good standing in any United States jurisdiction.
- l. Hiring Attorney further agrees not to, and will not assist, encourage, or enable others to use The Freelance Firm website and/or Client Portal to:



- i. Transmit any material and/or information that is unlawful or promotes unlawful conduct;
- ii. Transmit any material and/or information that violates applicable Rules of Professional Conduct;
- iii. Transmit any material and/or information that is false or defames, harasses, abuses, threatens, or incites violence towards any individual or group;
- iv. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- v. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except as expressly permitted by The Freelance Firm;
- vi. Send solicitation or marketing emails, spam, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third-party website;
- vii. Violate the privacy of any person;
- viii. Impersonate any person or entity; or
- ix. Transmit any material and/or information that is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.

The Freelance Firm has the right (though, not the obligation) to, in its sole discretion, determine whether or not any content, materials and/or information posted and/or transmitted by Hiring Attorney using the Site and/or Client Portal, is appropriate and complies with the terms and conditions of this Agreement and to refuse and/or remove any such content, materials and/or information that, in its reasonable opinion, violates any of terms and/or conditions of this Agreement, or is any way deemed harmful, inappropriate or objectionable. The Freelance Firm further reserves the right to make edits, revisions and/or changes to the manner of any content, materials and/or information posted, transmitted or displayed on the Site and/or Client Portal. This excludes content, materials and/or information posted and/or transmitted by a Hiring Attorney that is required for a TFF Freelance Attorney to complete an Assigned Project.

12. Billing and Payment.

- a. The Freelance Firm shall bill Hiring Attorney for an Assigned Project upon Hiring Attorney's acceptance of a completed Assigned Project. Payment is due within seven (7) days of the invoice date (displayed as "Net 7" on invoice). In the event that any Proposed Project and/or Assigned Project is estimated to take fourteen (14) or more days to complete, The Freelance Firm may require Hiring Attorney to make incremental payments for services provided by TFF Freelance Attorney until the pending Assigned Project has been completed and accepted by Hiring Attorney.



- b. Hiring Attorney shall pay an interest charge of one and one-half percent (1.5%) per thirty (30) days on any unpaid balance remaining on amounts not paid in full when due, however, in no event shall such interest charges exceed the maximum interest rate allowed by law.
- c. Hiring Attorneys may make payment using credit card, debit card, Chase Pay, Zelle or PayPal. Payment by check is only permitted upon express authorization of The Freelance Firm.
- d. If, at any time, Hiring Attorney contends that the services provided by a TFF Freelance Attorney relating to an Assigned Project were materially inconsistent with the agreed-upon terms thereof, Hiring Attorney has forty-eight (48) hours from the time that the completed Assigned Project was sent to Hiring Attorney for acceptance. After that time, any Assigned Project is deemed complete and accepted by Hiring Attorney. The Freelance Firm shall assess any issues timely raised by Hiring Attorney and will make a reasonable, good-faith effort to rectify such issues when, in its sole discretion, deems it necessary to do so.
- e. Any dispute of an invoice or credit card charge for services rendered must be made within five days of either receipt of the invoice or payment being made, whichever is earlier. Hiring Attorney waives any right to a refund or credit if a dispute is not timely made in writing, including email.

13. Confidentiality of TFF Freelance Attorneys. All TFF Freelance Attorneys introduced to and/or engaged by Hiring Attorney are confidential referrals and Hiring Attorney agrees that Hiring Attorney is prohibited from disclosing the identity, contact information, resume and/or any other identifying information to any other person, organization, entity or other who is not bound by the terms of this Agreement, except that Hiring Attorney may disclose the above-referenced information to Hiring Attorney's client(s) in furtherance of services being provided by TFF Freelance Attorney pursuant to this Agreement.

14. Referral Period. Hiring Attorney agrees that accepting the resume of, or working with any TFF Freelance Attorney introduced to Hiring Attorney by The Freelance Firm on a full-time, temporary, contract or project basis or through another staffing or temporary placement agency for a period of twelve (12) months after such introduction or the last date that a TFF Freelance Attorney provides any service to Hiring Attorney, whichever is later, that the terms and conditions of this Agreement shall be honored including all provisions regarding fees and referral fees.

15. Non-Solicitation. Hiring Attorney agrees that for a period of twelve (12) months after the last date that a TFF Freelance Attorney provides any service to Hiring Attorney pursuant to this Agreement, Hiring Attorney shall not solicit or accept a current or former TFF Freelance Attorney's solicitation of Hiring Attorney to perform any work or services for Hiring Attorney. Violation of this provision shall constitute Hiring Attorney's acceptance of the terms of this Agreement and trigger an immediate referral fee.

16. Referral Fees. After you evaluate the performance and potential of a TFF Freelance Attorney, you may wish to employ or contract directly with him/her. Our contract attorneys represent our network of skilled professionals with which The Freelance Firm has worked to maintain the highest levels of knowledge, experience and service. The referral fee is a flat fee that represents, in part; The Freelance Firm's lost opportunity to continue to utilize this TFF Freelance Attorney's services for Hiring Attorney and other current and/or future Hiring Attorneys. In the event you wish to engage one of our TFF Freelance Attorneys for employment either full-time, part-time, or per diem/contract you agree to pay The Freelance Firm a one-time referral fee of \$10,000.00. The referral fee is due by Hiring Attorney



and payable to “The Freelance Firm, LLC” no later than ten (10) days after our contractor is engaged under Hiring Attorney’s employ (whether on a full-time, part-time, or per diem/contract basis). Upon engaging a TFF Freelance Attorney under Hiring Attorney’s employ and Hiring Attorney pays the required referral fee, no refund of a referral fee is available.

- 17. Confidentiality of Hiring Attorney Data.** The Freelance Firm acknowledges that any data provided by Hiring Attorney to be stored, processed or transferred by The Freelance Firm is and shall remain the sole property of Hiring Attorney (“Hiring Attorney’s Data”) and The Freelance Firm will take all such reasonable measures as may be necessary to protect the confidentiality of Hiring Attorney’s Data which comes into the possession of The Freelance Firm. The Freelance Firm shall not disclose or use Hiring Attorney’s Data for any purposes other than to carry out the purposes for which Hiring Attorney disclosed the data to The Freelance Firm, or as otherwise permitted by this Agreement. In addition, The Freelance Firm will take reasonable measures to ensure the integrity, delivery and security of transmissions containing such Hiring Attorney Data.
- 18. License Status/Disciplinary Background.** While The Freelance Firm uses reasonable efforts to confirm that TFF Freelance Attorneys are licensed attorneys in good standing in their respective jurisdictions and TFF Freelance Attorneys are barred lawyers in good standing or law school graduates from American Bar Association accredited law schools that have not been disbarred by their applicable jurisdiction, we do not make any warranties, guarantees and/or representations as to the foregoing or as to the legal ability, competence, quality, or qualifications of any TFF Freelance Attorney. The Freelance Firm does not represent, warrant, or guarantee that TFF Freelance Attorneys are covered by professional liability insurance. If requested by Hiring Attorney, and at Hiring Attorney’s expense, The Freelance Firm will conduct a background check on one or more TFF Freelance Attorneys and make the results available for Hiring Attorney’s inspection. In the event that The Freelance Firm is notified of pending disciplinary action against a TFF Freelance Attorney; notified that disciplinary action has been taken against a TFF Freelance Attorney; and/or has been notified of a change in a TFF Freelance Attorney’s eligibility to practice law in his/her respective jurisdiction(s), The Freelance Firm shall immediately notify Hiring Attorney, in writing, upon learning of same.
- 19. Conflict Check.** Each TFF Freelance Attorney is responsible for conducting a conflict check prior to accepting a Proposed Project from Hiring Attorney, and as such, it is Hiring Attorney’s responsibility to ensure that all necessary information has been provided regarding a Proposed Project to allow an adequate conflict check to be performed. As mentioned previously hereinabove, written confirmation of the non-existence of a conflict from a TFF Freelance Attorney may be provided to Hiring Attorney upon request.
- 20. Right to Access/Disclosure of TFF Freelance Attorney Information.** Hiring Attorney and Hiring Attorney’s client(s) have the full right to access all TFF Freelance Attorney’s information maintained by The Freelance Firm and may request disclosure of all such information with reasonable notice.
- 21. Restrictions.** TFF Freelance Attorneys may never handle or convey cash or other items of value unless otherwise agreed upon by The Freelance Firm, TFF Freelance Attorney and Hiring Attorney, in writing, and only when doing so is directly related to the services the TFF Freelance Attorney has been engaged to perform. The Freelance Firm is not and will not be held responsible for any loss or damage caused by and/or involving a TFF Freelance Attorney, should this occur.
- 22. Venue.** Any and all disputes arising out of this Agreement shall be addressed exclusively through the courts in Broward County, Florida.



- 23. Personal Liability.** The Hiring Attorney, attorney of record and/or attorney who submits a Proposed Project and/or Assigned Project agrees to be personally liable for any fees owed to The Freelance Firm.
- 24. Attorney’s Fees.** Hiring Attorney agrees to reimburse and/or indemnify The Freelance Firm for any and all legal fees and costs incurred as a result of a collections action or any dispute arising from fees owed for services provided to Hiring Attorney by The Freelance Firm and/or any TFF Freelance Attorney, should The Freelance Firm prevail in any lawsuit, settlement, arbitration and/or mediation regarding such fees.
- 25. Use of Internet, Use of Site, Use of Client Portal.** The Freelance Firm will allow transaction processing, accept data transmitted and transmit data via the Internet using The Freelance Firm supplied or mutually agreed upon processes, formats, transactions, and/or software products. Related to these Internet usages, Hiring Attorney is responsible for the use and security of its own web browser(s) and for providing its own Internet Service Provider (ISP). The Freelance Firm assumes no risk for the performance of Hiring Attorney’s web browser(s) or Hiring Attorney’s provided ISP associated software and/or hardware. While The Freelance Firm will take reasonable measures to ensure the integrity, delivery and security of data transmissions, The Freelance Firm assumes no liability of any data once transported and/or transmitted on to the public facility of the Internet.
- 26. Payment information is maintained by a third-party provider.** The Freelance Firm uses third-party providers, Stripe and PayPal, as its payment gateway. As such, no credit card or bank account information is stored by The Freelance Firm.
- 27. Account Authentication.** All accounts are protected by an Account ID and password. We encourage you to use strong and unique passwords, protect them from others, and change them often. We do not store sensitive user data in cookies or utilize other high-risk user or session tracking methods.
- 28. Data Harvesting Protection.** Where appropriate, The Freelance Firm implements human verification security measures to prevent access, extraction and/or harvesting of data by a bot or web crawler.
- 29. Collection of Information.** In addition to the information you submit to or through the Site, we may also collect and store information from and about you in the course of your use of the Site. We may use this information to analyze and track user behavior, personalize your experience, enhance Site functionality, improve the quality of the Site, and may use it to display relevant advertising or services. For example:
- a. **Location:** We may collect and store information about your location if you enable your computer or mobile device to send us location information. You may be able to change the settings on your computer or mobile device to prevent it from providing us with such information.
 - b. **Activity:** We may collect and store information related to you and your use of the Site, including without limitation your browser type, IP address, unique device identifier, requested URL, referring URL, browser language, the pages you view (of our Site only), the date and time of your visit, and other information.
 - c. **Cookies:** We may use cookies, web beacons, local shared objects and similar technology in connection with your use of the Site (“**Cookies**”). Cookies may have unique identifiers, and reside, among other places, on your computer, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of the Site, such as your browser type, search preferences, data relating to advertisements that have been displayed to you or that you have clicked



on, and the date and time of your use. You can disable some (but not all) Cookies in your device or browser settings but doing so may affect your ability to use the Site.

30. Third Parties. We do not rent, share, sell, or trade personally identifiable information with third parties for their direct marketing purposes. Except for the exclusions specified in this privacy policy, we do not provide the personally identifiable information that you have provided to us to third parties unless you give us permission or direct us to do so. That said, we work with third parties and they may have access to some of your information:

- a. **Service Providers:** We outsource some of our technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services to third parties. We may share information from or about you with them so that they can perform their services.
- b. **Aggregate Information:** We may share user information in the aggregate with third parties. For example, we may disclose the total number of users that have registered as TFF Freelance Attorneys or Hiring Attorneys or the areas of law in which registered TFF Freelance Attorneys have prior experience, etc.
- c. **Business Transfers:** We may share information from or about you with other companies under common control, in which case we will require them to honor this privacy policy. If another company acquires The Freelance Firm or all or substantially all of our assets, that company will possess the same information and will assume the rights and obligations with respect to that information as described in this privacy policy.
- d. **Investigations:** We may investigate and disclose information from or about you to third parties if we have a good faith belief that such investigation or disclosure is reasonably necessary to: (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms; (iii) help prevent, investigate, or identify possible wrongdoing in connection with the Site; (iv) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (v) protect our rights, reputation, and property, or that of our other Hiring Attorneys, TFF Freelance Attorneys, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.
- e. **Links:** While the Site may contain links to unaffiliated third-party websites, we do not vouch for or make any representations regarding such unaffiliated third-party websites. Except as set forth herein, we do not share your personal information with them and we are not responsible for their privacy practices. We suggest you read the privacy policies on all such third-party websites.

31. Data Retention and Account Termination. The information we obtain from or about you may be processed and stored in the United States of America. We may keep it as long as is permitted or required under the law. If you terminate your account, we will remove your content, materials and/or information from the Site, but may retain your data for a period of 5 years (or longer if required by law) in our active systems in order to ensure our ability to satisfy the authorized uses under this privacy policy. For example, we may use retained data to prevent, investigate, or identify possible wrongdoing in connection with the Site or to comply with legal obligations. Please note that information may exist in backup storage even after it has been removed from our active databases.

32. IP Blocking. We have the ability to grant or block access to our Site and/or Client Portal based on IP address. Using this feature, we can limit access to an application to your internal network.



33. Availability. The Freelance Firm, in no way warrants or guarantees that a TFF Freelance Attorney will be available to accept a Proposed Project but will use its best efforts to ensure the availability of TFF Freelance Attorneys for any such Proposed Project. Furthermore, TFF Freelance Attorneys are not obligated to accept and/or undertake any Proposed Project, the decision to accept a Proposed Project is solely within the discretion of a TFF Freelance Attorney.

34. Practice of Law. The Freelance Firm is a specialized temporary staffing and/or recruiting firm that provides legal staffing solutions to Hiring Attorneys. The Freelance Firm is not a law firm and does not engage in nor provide any legal services, legal representation, legal advice, legal opinions, recommendations, or counseling. Neither TFF Freelance Attorneys nor Hiring Attorneys are employees or agents of The Freelance Firm. The Freelance Firm does not review or approve the subject matter of Proposed Projects before they are posted to the Site and/or presented to any TFF Freelance Attorneys. The Freelance Firm does not have any involvement in determining the Proposed Project Rate, however, prior to presenting making any Proposed Project available to any TFF Freelance Attorneys, The Freelance Firm will adjust the Proposed Project Rate to reflect the net compensation a TFF Freelance Attorney would be entitled to receive upon completion of an Assigned Project (*i.e.*, the Proposed Project Rate less 22% Service Fee). At no point may The Freelance Firm be held liable for the actions or omissions of any User, including, but not limited to Hiring Attorneys and TFF Freelance Attorneys.

35. Liability Insurance: The Freelance Firm may maintain professional liability coverage for any misfeasance or malfeasance by The Freelance Firm in the course of its duties of staffing and providing TFF Freelance Attorneys, however, pursuant to this Agreement, in the event that The Freelance Firm is found liable for any such misfeasance or malfeasance, the total damages for which The Freelance Firm may be held liable is the total amount paid by Hiring Attorney to The Freelance Firm, *i.e.*, the total Service Fee paid, not including any related amounts paid to a TFF Freelance Attorney.

In the event that a Hiring Attorney procures services from a TFF Freelance Attorney that would require said TFF Freelance Attorney to maintain professional liability, legal malpractice, errors and omissions and/or other applicable liability insurance coverage, if a TFF Freelance Attorney does maintain such coverage, a copy of documentation reflecting same will be kept on file by The Freelance Firm and available upon request of Hiring Attorney.

36. Limitation of Liability. Under no circumstances shall The Freelance Firm be liable for any damages or losses, including, without limitation, direct, indirect, compensatory, punitive, incidental, special or consequential damages or lost revenue that result from, or arise out of or in connection with the use of, any services provided by The Freelance Firm and/or any TFF Freelance Attorney(s). While The Freelance Firm does take certain measures to obtain background information, disciplinary information and license status information, The Freelance Firm in no way warrants or guarantees the performance of any TFF Freelance Attorney. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, equity, or any other basis.

In all events, The Freelance Firm's liability to you, as Hiring Attorney, or any third party in any circumstance arising out of or in connection with any services performed by The Freelance Firm and/or any TFF Freelance Attorney(s), is limited to the amount of fees you paid to The Freelance Firm for any such services rendered by The Freelance Firm.

37. Data Security. The Freelance Firm utilizes certain web applications through Zoho Corporation, including The Freelance Firm's email communications, project management, Client Portal, and the like.



All data transmission to Zoho services are encrypted using TLS 1.2 protocols and use certificates issued by SHA 256 based on CA ensuring that its users have a secure connection from their individual browsers to the Zoho service. Zoho employs the latest strong ciphers like AES_CBS/AES_GCM 256 bit/128-bit keys for encryption, SHA2 for message authentication and ECDHE_RSA as the key exchange mechanism. The Zoho applications carry the following Security Certifications: ISO/IEC 27001 & SOC 2. For more details regarding the security measures employed for applications utilized by The Freelance Firm, please visit www.zoho.com/security.html.

- 38. Choice of Law and Venue.** Florida law governs this Agreement, as well as any claim, cause of action, or dispute that might arise between you and The Freelance Firm (“Claim”) without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY OR AGAINST YOU, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN BROWARD COUNTY, FLORIDA.
- 39. Waiver of Jury Trial and Class Action.** You agree that by entering into this Agreement, you are waiving the right to trial by jury. You also agree that you are waiving the right to participate in a class action. You agree that you may bring claims only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.
- 40. Indemnity.** You agree to defend, indemnify and hold harmless The Freelance Firm, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, sales associates, proprietors, partners, shareholders, principals, agents, predecessors, successors and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorney’s fees and litigation expenses) relating to or arising from your use of any services provided by The Freelance Firm and/or TFF Freelance Attorneys, any breach by you of this Agreement for Services, your negligent or intentional acts, errors or omissions in regard to the subject matter of this Agreement for Services, or your failure to comply with applicable laws or regulations in your use of services provided by The Freelance Firm and/or TFF Freelance Attorneys.
- 41. Prevailing Agreement.** This Agreement shall govern, supersede and replace any and all prior agreements, contracts, or understandings between the parties hereto, whether oral or in writing, relating to the matters addressed herein and the contractual relationship of the parties. Any and all of any such prior agreements, contracts or understandings, whether oral or in writing, are superseded and replaced by this Agreement. Any changes, modifications, amendments and/or addendums must be expressly agreed to by each party hereto, in writing.
- 42. Termination.** This Agreement may be terminated at any time by The Freelance Firm or Hiring Attorney by sending a written notice of termination via Certified U.S. Mail, Return Receipt Requested. This Agreement shall, however, remain in full force and effect prior to the date of termination. Obligations to pay monies owed survive the termination of this Agreement as well as the applicable provisions herein.
- 43. Severability.** If any provision of this Agreement is found invalid or unenforceable under any present or future law, the remainder of this Agreement will remain in full force and effect.
- 44. Execution.** You, as Hiring Attorney, acknowledge and understand that registering as a Hiring Attorney with The Freelance Firm and/or checking the box on The Freelance Firm Site referencing the terms and conditions of this Agreement; both constitute a legal signature confirming that you, as Hiring Attorney, have reviewed and agree to all Terms contained in this Agreement.



45. Assignment. The terms and conditions contained in this Agreement are not assignable or transferable by you without the prior written consent of The Freelance Firm. Any assignment and/or transfer that is attempted in violation of this Agreement shall be void.

46. Waiver. Any failure on The Freelance Firm's part to exercise or enforce any right or provision of the Terms of this Agreement does not constitute a waiver of any such right or provision. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.

47. Construction. The section titles in the Terms are for convenience only and have no legal or contractual effect.

48. Authorized Representative. By executing this Agreement, Hiring Attorney affirms that he/she is authorized to enter into this Agreement, if doing so on behalf of a law firm, legal practice or other entity.

**I HAVE READ THE ABOVE, UNDERSTAND SAME AND AGREE TO BE LEGALLY BOUND
BY ALL TERMS OF THIS AGREEMENT.**

Hiring Attorney Signature

Date

Print Name

