

Croudie Terms and Conditions

Company: Croud Inc. Ltd, 39 Tabernacle Street, London. EC2A 4AA. Registered Number: 07542498

Croud Control: The proprietary system used by the Company through which Croudies are engaged to perform the Services, storing the work output produced by the Croudie and processing invoices.

Croudie: An independent contractor engaged by the Company to undertake the Services.

Croudie Personnel: Employees, freelancers, subcontractors, workers, partners, Substitutes, agents and/or representatives, engaged or employed by the Croudie.

Data Protection Legislation: (i) the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing law, regulations and secondary legislation, as amended or updated from time to time in the UK and (ii) any successor legislation to the GDPR or the Data Protection Act 1998; and any local data protection legislation in the country in which the Croudie undertakes the Services.

Services: The tasks allocated to and accepted by the Croudie through Croud Control.

Substitute: A suitably qualified individual appointed or engaged by the Croudie to assist the Croudie in performing the Services or perform the Services on the Croudie's behalf.

SuperCroud: A digital marketing executive employed by the Company and acting as a project liaison in connection with the performance of the Services by the Croudie.

1. Engagement

The Company agrees to engage the Croudie and the Croudie agrees to act as an independent contractor to the Company on the terms and conditions set out in this agreement.

2. Term

This agreement shall commence on the date set out at the top of this agreement and shall continue unless terminated immediately by either party giving to the other notice in writing.

3. Services

The Croudie shall provide the Services to the Company using all due care and skill and shall promptly give to the Company or SuperCroud all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

The Croudie will use the Croudie's own tools, equipment, and other materials which might be necessary for the performance of the Services.

The Croudie shall comply with all applicable laws, regulations and sanctions relating to health and safety and anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010.

To the extent that the Croudie uses Croudie Personnel to deliver the Services, in relation to such personnel, the Croudie shall:

- (a) notify the Company of the same in writing, giving all reasonable details that the Company requests;
- (b) ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Croudie to fulfil its obligations under this agreement;
- (c) ensure that the person with whom the SuperCroud and/or the Company liaises with at the Croudie has authority to bind the Croudie on all matters relating to the Services;
- (d) promptly inform the Company of the absence (or the anticipated absence) of any of the key Croudie Personnel, and if so required by the Company, provide a suitably qualified replacement for such individual;
- (e) use its best endeavours not to make any changes to the key personnel throughout the term of this agreement and notify the Company of any changes to key personnel; and
- (f) ensure that all personnel involved in the provision of the Services have entered into a non-disclosure agreement with confidentiality provisions which are no less onerous than those set out in clause 9 of this agreement (the “**NDA**”) and provide copies of all executed NDAs upon request of the Company,

and the Croudie shall indemnify the Company against any costs, loss, damages, fines or expenses (including legal expenses) suffered or incurred by the Company arising from the Croudie's failure to comply with this clause.

If the Croudie uses Croudie Personnel to deliver the Services and either (a) an NDA is not entered into by all such personnel; or (b) the Croudie fails to deliver signed NDAs in respect of each such member of personnel, the Company shall have the right to terminate this agreement on immediate notice.

The Croudie shall at all times be liable to the Company for the acts and/or omissions of the Croudie Personnel in their provision of the Services, as if such acts and/or omissions were those of the Croudie itself.

4. Status

This agreement does not form the basis of an employment relationship between the Company and the Croudie (or any Croudie Personnel). The relationship of the Croudie to the Company will be that of independent contractor and nothing in this agreement shall render the Croudie an employee, worker, agent or partner of the Company and the Croudie shall not hold themselves out as such. The Croudie is not eligible, and neither is any Croudie Personnel, for any company

benefits and is not considered an employee for any employment policy or employee benefit plan and is responsible for making their own tax and social security contributions. The Croudie is not an agent of the organisation and cannot assume, create or incur any obligations or liabilities for it. The Croudie shall indemnify the Company against any costs, loss, damages, fines or expenses (including legal expenses) suffered or incurred by the Company arising from the Croudie's failure to comply with this clause.

With the Company's prior written approval, the Croudie may appoint or engage a Substitute, provided that the Croudie shall (prior to and as a condition of the appointment or engagement) procure that the Substitute shall enter into a copy of these terms and conditions (or such other terms as the Company may notify the Croudie) and provide the Company with a copy of the same.

The Company will continue to pay the Croudie their fee as provided in clause 6 below and the Croudie shall be responsible for the remuneration of (and any expenses incurred by) the Substitute (as well as any Croudie Personnel), including all wages, annual leave and other leave payments and employee entitlements, pension/superannuation, workers compensation premiums and other contributions or payments required by law (in each case where application). The Croudie will not be paid for any period during which neither the Croudie (or Croudie Personnel) nor any Substitute provides the Services. For the avoidance of doubt, the Croudie will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the Substitute.

During the term of this agreement and for a period of 6 months thereafter, the Croudie shall take out and maintain in force, with a reputable insurance company:

- (a) insurance against:
 - a. to the extent the Croudie uses Croudie Personnel to deliver the Services, the Croudie's liability as an employer under statute or at common law under English law (but also, where a member of the Croudie Personnel is not ordinarily resident in Great Britain, such insurance policy must cover the acts and/or omissions of such person up to the same level of coverage that would be required of the Croudie if such person was resident in Great Britain); and
 - b. personal injury to Croud employees or loss or damage to the property of Croud or its servants or agents at a reasonable level of coverage commensurate with the type of services provided; and
 - (b) professional indemnity insurance for a reasonable level of coverage commensurate with the type of services provided,
- and shall produce to Croud on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

5. Limitations

Where the Croudie performs the Services in Spain the Croudie agrees that the fees payable under the terms of this agreement shall not exceed 75% of the Croudie's income in any one tax year.

6. Payment

The Company will pay the Croudie a fee at the rate for the Services set out on Croud Control, subject to the work tasks being consistent with the project scope, completed to a satisfactory

standard and approved by the Company. A Croudie who completes work that has not been approved or is not up to the Company's standard will not receive payment for it. In the event that the work product does not meet the required standard the Company reserves the right to request that the Croudie revise the work to meet the standard required. The decision of SuperCroud is final in regards to work that is acceptable and meets the standards of requirement.

Payment will be made on the 19th (or previous working day) of the month following the month that work has been completed. Payments will only be made against invoices that match the jobs approved in Croud Control and contain the required details for the Croudie. These details include but are not limited to: The Croudie's full name, address, bank details, Unique Tax Reference (UTR) for all UK resident Croudis, full bank details including IBAN and SWIFT codes for non-UK bank accounts, VAT and equivalent tax registration details where applicable.

Please note that you must provide Croud with the relevant tax details that are required in the country you work from, notably where you have exceeded that VAT threshold limit for that country.

7. Overpayments and Repayments

Every effort will be made to ensure that Croudis are paid the correct amounts. However, errors occasionally occur and it is the Croudie's responsibility to check their invoices and immediately draw the attention of the Finance Department to any discrepancies that the Croudie might discover. In particular, overpayments must be declared as soon as they are detected.

Overpayments received in good faith will be recovered immediately. Should the Company detect any errors the Croudie will be notified as soon as practicable and the method of repayment will be discussed with the Croudie.

8. Restrictions

During the term of this agreement, nothing in this agreement shall prevent the Croudie from providing services to, or undertaking, any other business or profession or being or becoming an employee, officer, consultant or agent of any other company, firm or person or assisting or having any financial interest in any other business or profession provided that such activity does not cause a breach of any of the obligations set out in clause 8 and does not relate to a business competing or intending to compete with the business of the Company.

The Croudie agrees that they will not, and shall procure that the Croudie Personnel shall not, directly or indirectly, whether on their own behalf or on behalf of any other person, during the term of this agreement and for a period of six months after termination of this agreement ("Termination Date"), in competition with the Company:

- o Seek, canvass or solicit in any capacity whatsoever, any business, orders or custom from the Company's existing customers or clients or potential customers or clients (being any person, firm or company with which the Company had negotiations or discussions regarding having business dealings with the Company) in each case with

whom the Croudie has had material dealings or involvement during the six months prior to the Termination Date.

- o Solicit or entice away or seek to entice away from the Company any person who is employed, appointed or engaged by the Company at the Termination Date and with whom the Croudie regularly dealt with in connection with the business of the Company in the 12 months prior to the Termination Date.

The Croudie also agrees that they will not, and shall procure that the Croudie Personnel shall not, represent themselves as being in any way connected with or interested in the business of the Company, or use for any purpose whatsoever, the name or logo of the Company.

Nothing in this clause 8 shall prevent the Croudie or Croudie Personnel from:

- being engaged in or by, or participating in, any business or entity to the extent that any of the Croudie's activities for such business or entity shall relate solely to matters of a type with which the Croudie was not materially concerned in the 12 months immediately preceding the Termination Date.
- holding an investment by way of shares or other securities of not more than five per cent. of the issued shares or securities of any companies whether or not listed or dealt in on any recognised stock exchange or market.

9. Confidential Information

The Croudie acknowledges that in the ordinary course of performing the Services the Croudie, and where relevant the Croudie Personnel, will be exposed to information about the Company's business and that of their suppliers and customers which amounts to a trade secret, is confidential or is commercially sensitive and which may not be readily available to others engaged in a similar business to that of the Company or to the general public.

The Croudie shall, and shall procure that the Croudie Personnel shall, keep secret and shall not at any time either during this agreement, or after its termination, for whatever reason, use communicate or reveal to any person for its, the Croudie's own or another's benefit, any secret or confidential information either in whole or in part concerning the business, finances or organisation of the Company, their suppliers or customers which shall have come to its, his or their knowledge during the course of this agreement. The Croudie shall, and shall procure that the Croudie Personnel shall, also use their best endeavours to prevent the publication or disclosure of any such information.

For the purposes of this clause and by way of illustration and not limitation information will prima facie be secret and confidential if it is not in the public domain and relates to:

- (a) the contact details of business contacts made during the provision of services under this agreement;
- (b) customers and details of their particular requirements; and
- (c) businesses, suppliers and their contracting network, production and delivery capabilities.

All documents, including without limitation materials, records, correspondence, diaries, papers, notes, memoranda, facsimiles, computer disks and information on whatever media and wherever located and whether or not confidential or a trade secret created by the Croudie (or, where relevant, by Croudie Personnel) in providing the Services shall be and remain the property of the Company and the Company shall be the absolute beneficial owner of the copyright in any such document.

On termination of this agreement, or at any time on a request by the Company, the Croudie shall:

- (a) immediately surrender to the Company all property and original and copy documents belonging to the Company or relating to the business of the Company, either in their possession, custody, care or control or in the possession, custody, care or control of the Croudie Personnel;
- (b) irretrievably delete any information relating to the business of the Company stored in any magnetic or optical disc or memory and all matter derived from them which is in their possession, custody, care or control or in the possession, custody, care or control of the Croudie Personnel; and
- (c) shall produce such evidence of their compliance (and where relevant, the compliance of the Croudie Personnel) with this clause as the Company may require.

The restrictions and obligations contained in this clause 9 shall not apply to:

- (a) any disclosure authorised by the Company or required in the ordinary and proper course of the fulfilment of this agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority; or
- (b) any information which the Croudie can demonstrate was known to the Croudie prior to the commencement of this agreement or is in the public domain otherwise than as a result of a breach of this clause.

10. Duty to Report

If the Croudie becomes aware of any breach of Company rules and acts of misconduct and dishonesty committed, contemplated or discussed by any other party or its Croudie Personnel, the Croudie shall report the same to the Company immediately.

11. Intellectual property

The Croudie hereby assigns to the Company all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from provision of the Services by the Croudie (including for avoidance of doubt services rendered by all Croudie Personnel) for the Company. Insofar as they do not vest automatically by operation of law or under this agreement, the Croudie holds legal title in these rights and inventions on trust for the Company.

The Croudie agrees promptly to execute, or procure the execution of, all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 11.

The Croudie hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Croudie has or will have in any existing or future works.

The Croudie irrevocably appoints the Company to be their attorney in their name and on their behalf to execute documents, use the Croudie's name and do all things which are necessary or desirable for the Company to obtain for itself or its nominee the full benefit of this clause.

To the extent that the Croudie uses Croudie Personnel to deliver the Services, the Croudie warrants to the Company that it has obtained from each such member of Croudie Personnel a written and valid assignment of all existing and future intellectual property rights in the output of the Services and the inventions and of all materials embodying such rights and a written irrevocable waiver of all such person's statutory moral rights in the same, to the fullest extent permissible by law, and that such person has agreed to hold on trust for Croudie any such rights in which the legal title has not passed (or will not pass) to the Croudie (the "Personnel Assignment"). The Croudie shall indemnify the Company against any costs, loss, damages, fines or expenses (including legal expenses) suffered or incurred by the Company arising from the Croudie's failure to comply with this clause.

The Croudie agrees to provide to the Company a copy of all Personnel Assignments at any point on request. If the Croudie uses Croudie Personnel to deliver the Services and either: (a) Personnel Assignments are not entered into by all such personnel; or (b) the Croudie fails to deliver signed Personnel Assignments in respect of each such member of personnel, the Company shall have the right to terminate this agreement on immediate notice.

12. Termination

The Company may at any time terminate the Croudie's engagement with immediate effect with no liability to make any further payment to the Croudie (other than in respect of any accrued fees or expenses at the date of termination) if:

- a. The Croudie or any member of Croudie Personnel is in material breach of any of the Croudie's obligations under this agreement; or
- b. other than as a result of illness or accident, after notice in writing, the Croudie willfully neglects to provide or fail to remedy any default in providing the Services.

Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of those rights.

13. Obligations on termination

Any Company property in the Croudie's possession (or in the possession of any Croudie Personnel) and any original or copy documents obtained by the Croudie or any Croudie Personnel in the course of providing the Services shall be returned to a member of the network team (the Senior Croudie Operations Manager or Croudie Operations Executives) at any time on request and

in any event on or before the termination of this agreement. The Croudie also undertakes to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Croudie's possession or under their control outside the premises of the Company (including in the possession, custody, care or control of any Croudie Personnel).

14. Data Protection

The Company will collect and process information relating to the Croudie in accordance with the privacy notice which is located on the Company's [Help Centre](#)

The Croudie and the Company acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and the Croudie is the data processor.

The Croudie and the Company will comply with the Data Protection Legislation.

The Croudie shall, in relation to any Personal Data processed in connection with this agreement:

- (a) Process that Personal Data only on written instructions of the Company.
- (b) Keep the Personal Data confidential.
- (c) Comply with the Company's Data protection policy.
- (d) Comply with the Company's reasonable instructions with respect to processing Personal Data.
- (e) not transfer any Personal Data outside of the European Economic Area without the Company's prior written consent.
- (f) Assist the Company in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
- (g) Notify the Company without undue delay on becoming aware of a Personal Data breach or communication which relates to the Company's or the Croudie's own compliance with the Data Protection Legislation.
- (h) At the written request of the Company, delete or return Personal Data and any copies thereof to the Company on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data.
- (i) Maintain complete and accurate records and information to demonstrate compliance with this clause and allow for audits by the Company.

The Croudie shall ensure that the Croudie has in place appropriate technical or organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting Personal Data.
- (b) ensuring confidentiality, integrity, availability and resilience of its systems and services

- (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident
- (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- (e) installation of; anti malware solution, a secure firewall solution, updates of key operating system patches/features and firmware updates on the Croudies personal computing devices, applied within a reasonable timeframe of being made available by the relevant vendor / manufacturer.

The Croudie agrees that any Substitute appointed under clause 4 is a third-party processor of Personal Data under this agreement. The Croudie confirms that they will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause, with the Substitute. The Croudie shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

The Croudie has personal liability for and shall indemnify the Company for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Croudie or a Substitute of the Data Protection Legislation.

15. Governing Law and Jurisdiction

The Croudie and the Company agree that this agreement shall be governed and construed in accordance with English law. The Croudie and the Company irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purpose of hearing and determining any dispute arising out of this agreement.

16. Prior Agreements

This agreement sets out the entire agreement and the understanding of the parties and is in substitution for any previous contracts or engagement between the Company and the Croudie (which shall be deemed to have been terminated by mutual consent).

17. Third Party Rights

A person which is not a party to this agreement (a “third party”) shall have no right to enforce any of its provisions provided that:

A third party shall have those rights it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect;

The parties to this agreement may without the consent of any third party terminate, vary or rescind this agreement.

18. Notices

Any notice or other written communication to be given under or in connection with this agreement shall be in writing and may be delivered personally or sent by first class post (or by airmail if the party giving the notice is overseas) or by email.

The address for service of any party shall in the case of the Company be its registered office and in the case of the Croudie shall be their address as stated in their billing address in Croud Control or, if any other address for service has previously been notified to the server, to the address so notified.

Any such notice or other written communication shall be deemed to have been served:

- (a) in the case of a corporate addressee if marked for the attention of the managing director;
- (b) if personally delivered, at the time of delivery;
- (c) if posted, at the expiry of two business days or in the case of airmail four business days after it was posted;
- (d) if sent by email, at time of delivery to the recipient's computer.

Acceptance

By clicking the button "I accept these terms and conditions", you:

- declare your agreement to all of the above terms and conditions;
- represent and warrant that you have all right, title and authority to enter into this agreement on behalf of the Croudie and to commit the Croudie to the binding contractual obligations as set out herein; and
- confirm that if you exceed the VAT threshold limit for the country you work from that you have provided Croud with the relevant tax details.

