

MASTER SERVICES AGREEMENT (MSA)

Agreement

This Agreement consists of this Page, and the attached standard Terms and Conditions, and will apply to any Statement of Work issued by befree Global Limited. with or subsequent to the signing of this Agreement.

If the Client wishes to acquire further Services from the Supplier, a Statement of Work for those further Services will be issued.

The issue and acceptance of a Statement of Work will create a separate Supply Contract as specified in clause 18 of the Standard Terms and Conditions.

Terms and Conditions

These Terms and Conditions ("Terms") govern your engagement with befree Global Limited, each Statement of Works, and the use of our website Portal (if any) ("Portal") and form a binding contractual agreement between you, the Client using our Services, and us, befree Global Limited (Company House Incorporation No. – 11306028).

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use our Services including the Portal (if any). You can contact us on info@befreeltd.com.

By retaining us in accordance with these Terms you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them.

befree Global Limited provides the Services to Clients through our associates overseas via befree website and maintains the Portal (if any) as a way to provide the Services more efficiently and effectively.

Definitions

In these terms and conditions:

"Portal" means all of the online resources provided in association with the provision of the Services via our website, including the ability to upload Client data and documents and view records, regardless of how those websites are accessed by users (including via the Internet, mobile phone or any other device).

"Related Body Corporate" means any direct or indirect parent or holding company of a party, or any direct or indirect subsidiary or affiliate of that party or of any such parent or holding company.

"Retail Client" means a client using our Services on their own behalf.

"Services" means all the services offered by befree Global Limited, including but not limited to: bookkeeping, accounting, tax lodgement & payroll services.

"Terms" means these terms and conditions, together with the befree Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Portal (if any), or within any marketing or informational communications sent to You.

"Us", "we" or "our" means befree Global Limited and/or its Related Bodies Corporate.

"Wholesale Client" means a client obtaining our Services on behalf of their own client(s). The obligations owed to clients of a Wholesale Client are owed solely by the Wholesale Client.

"You" or "Client" means any Retail Client or Wholesale Client of befree Global Limited, as specified on page 1 of this Agreement, and includes employees and representatives of the Client "Your" has a corresponding meaning.

If there is anything that is not specified or covered in these Terms that you feel is required, we encourage you to get in touch with us to discuss and clarify.

Our Obligations

1 Our Services will be provided to you in accordance with one or more agreed Statement of Works with

reasonable care and quality based on the information you provide, including where applicable on behalf of your own clients. We will correspond with you for queries and follow up work that is required to complete the job.

- 2 We ensure that our staff are properly and reasonably trained and equipped to perform the Services offered to you and in accordance with this Agreement and each relevant Statement of Works.
- 3 We will maintain a current policy of professional indemnity insurance to include: professional indemnity cover of £20,00,000; public liability cover of up to £20,00,000; and employer liability cover of up to £100,00,000
- 4 We will not contact your clients, directly or indirectly.

Your Obligations

Your obligations to us are as follows:

- 5 You will provide us with accurate information, timely responses and, where applicable and necessary, access to your software.
- 6 You will maintain records to support any claim that is made by you or your clients.
- 7 You will keep our contractual arrangements and our processes confidential.
- 8 You will adhere to the processes we specify in regards to providing the Services, document submission and query resolution.
- 9 You will adhere to our payment methods set out in these Terms.
- 10 If you are a Wholesale Client, it is your responsibility to review our work on behalf of your own clients and provide us with any questions in relation to the work performed. You are fully responsible on behalf of your clients for giving final approval on all work completed by us for each client. (The only exception to this is where befree Global Limited lodges tax returns under its own Tax Agent number. In this instance, befree Global Limited will be the responsible party.)
- 11 You acknowledge and agree that the quality of our Services is dependent on the quality and accuracy of information and data provided to us by you. The Services cannot be completed without all required information and the resolution of all queries we may raise from time to time.
- 12 You acknowledge that the timeliness of delivery of final reports, interim reports and other such completed work is dependent on the timeliness of information, documents and answers to queries received from you.

Performance of the Services and Scope

- 13 The scope of Services to be provided are set out in the relevant Statement of Work.
- 14 The Services may be performed by our associates overseas as well as in London. All work will be carried out and reviewed by a qualified accountant.
- 15 Services will be performed as requested by the Client via use of our online Portal (if any) or email.

Supply Contracts

- 16 This Agreement is a master agreement under which the Client may from time to time during the Term elect to acquire Services from befree Global Limited.
- 17 Where the Client wishes to acquire Services from befree Global Limited under this Agreement it will endeavour to agree with us by issuing a Statement of Work.
- 18 When a new Statement of Work is issued and is accepted by all parties a separate Supply Contract is formed between the parties on the terms of this Agreement and on the terms and specifications set out in the Statement of Work.

Fees

- 19 Our fixed service rates are outlined in the relevant Statement of Work. These fees are exclusive of VAT.
- 20 For work that is requested and not included in the fixed price services, a fixed price will be provided upon request or provision of source documentation and information required to complete the job.
- 21 If we have provided you a cost estimate and you subsequently provide us with unclear or incomplete information or do not respond to our queries or requests for clarification, thus increasing our processing time, we may increase our fees or estimates. We will discuss this with you prior to fee implementation.
- 22 If our processing time is greater than normal due to circumstances outside our control, we will notify you and our fees or estimates may increase by a reasonable amount to reflect such factors.
- 23 You are liable to pay for any disbursements, charges and expenses that we incur on your behalf and/or your clients' behalf.
- 24 You are liable to pay our fees by the due date regardless of whether you have been paid by your clients or not.
- 25 befree Global Limited reserves the right to review and change the fees it charges for Services at any time. If befree Global Limited changes its fees of the Services, the new charges will be notified to you before commencement of work.

Payments

Direct Debit Request (DDR)

- 26 Where we have made direct debit arrangements with you, payments will be made by direct debit from your nominated account.
- 27 For ad hoc based agreements and ad-hoc tasks, we will issue a Tax Invoice upon completion of each task. The invoice will be due within 5 business days from the date of issue.
- 28 For resource based agreements, we will issue Tax Invoices twice a month, in arrears for the period just completed & payment will be due within 7 days from the date of invoice by direct debit.
- 29 If a direct debit payment is dishonoured you will be required to bear any dishonour fees. If in 7 days from the dishonoured date, payment is not received we reserve the right to cease work until all invoices are paid. We will require prepayment of all fees before commencement of any further work.

Bank Transfer/Cheque payment

- 30 Where it has been previously agreed between us, we will accept payment to be made via bank transfer or cheque:
- 31 For ad hoc based agreements and ad hoc tasks, we will issue a Tax Invoice upon completion of each task. Payment must be made within 7 days of receiving the tax invoice.

General

- 32 Where payment remains outstanding for more than 30 days:
- 32.1 We reserve the right to apply interest at a rate of 8% per annum from the due date ;
- 32.2 We reserve the right to assign any debts payable to us to a third party without consultation with you; and
- 32.3 You agree to indemnify us from and against all costs and disbursements incurred by us in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and client basis, our collection agency costs, and bank dishonour fees;)
- 32.4 We may report the default on payment to a credit reporting agency.
- 33 Please note that no further work will be undertaken if your account becomes overdue by 30 days. If you fail to pay our account according to our Terms then we reserve the right to charge you in advance based

on estimates of work required.

- 34 We will expect payment by the due date of all invoices regardless of whether you have been paid by your client or not.

Timing for work

- 35 We are committed to providing you a timely service and in most instances will be able to complete the work within the time frames set out in the relevant Statement of Work, subject to all required documentation/files having been provided to us in a timely fashion and in accordance with our requests.
- 36 If a large volume of jobs is submitted, we will advise you of the timeframe for completing the work once we have received all the required information and documents.
- 37 The time taken to perform the work is subject to change depending on factors including access to information, the quality and accuracy of information provided by you or response time to queries. We will advise you in advance if we believe there would be a delay in the provision of the Services.
- 38 We will ensure that all required documents are ready to be lodged by its due dates provided that all documentation required for the jobs is submitted to us on time and within our specifications provided to you. We will not be responsible for any penalties, interest or fees for late lodgement if the job or source documents are provided to us at late notice.

Data

- 39 We will keep your information, data records and, where applicable, your clients' information and data records, confidential and secure and will not disclose any such information to third parties without your express written consent.
- 40 We will perform regular and frequent backups of our work and data in onsite and offsite locations.
- 41 The Client will comply with all applicable requirements of applicable data protection legislation, including without limitation, (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (ii) the General Data Protection Regulation ((EU) 2016/679), and (iii) any other directly applicable European Union regulation relating to privacy.

Server/Software Access –

- 42 Please see details of befree Global Limited Security via this link (<https://befreeltd.com/uk/privacy-policy.html>)
- 42.1 Security – Our facilities adhere to global security, health and safety standards
- 42.2 Our secure delivery centre is equipped with the latest technology, infrastructure and dedicated technical staff to ensure our working environment has complete reliability and security for our clients' data.
- 43 We allow staff to work remotely from home from time to time. We have a strict policy on how and where we allow staff to work from home. All connections and set up processes are only handled by our IT staff. VPN connections between our servers, which are located in the United Kingdom and remote computers are implemented and monitored by our IT team which ensures that only known computers are connected to our servers. The remote computers are provided by us to staff to ensure that security is maintained as per company guidelines. Server permissions are set up so that only those connections that are permitted by IT staff are allowed to connect. We have robust firewalls on our servers so all URLs are restricted apart from those necessary for staff to complete their work such as HMRC, Xero etc. Our servers are set up so that only IT staff have permission to upload/download software, data cannot be saved, downloaded or copied from our servers. We monitor activity on our servers very closely and have a robust system to ensure no security breaches can occur.

Software licensed to befree Global Limited

- 44 Where befree Global Limited uses its own software licence to provide its service to you:
- 44.1 You must ensure the security and confidentiality of your login details, including any username and/or password assigned to you. You are wholly responsible for all activities which occur under your details (including unauthorised use of access to software). You must notify us immediately if you become aware of any unauthorised use of your login details.
 - 44.2 You must not permit your login details to be used by or transferred to any other person.
 - 44.3 You must not impersonate or create a login for our Portal (if any) or any software licensed to us for any person other than yourself.
 - 44.4 We may at any time request a form of identification to verify your identity.
- 45 If you think that your login details have been compromised or the Portal (if any) has been accessed or used by another person in breach of these Terms, please email us at info@befreeltd.com.

Ownership of Documents

- 46 Any documentation which we are engaged to prepare, together with any other original documents given to us shall remain the property of you (or where applicable, your clients). However, we reserve the right to make a reasonable number of copies for our records and job purposes, and to comply with our professional and statutory record keeping obligations.
- 47 Where there is a termination by either party of this arrangement, you agree that we are entitled to retain all documents of which we are in possession, including but not limited to refund cheques, until payment is made of all outstanding fees payable on any account you have with us.

Intellectual Property

- 48 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights to the material on our website, including but not limited to our trademarks, text, images and the software contained in the Portal (if any) used to upload data and documents.
- 49 Content displayed on or via the Portal (if any) is protected, pursuant to copyright laws and international conventions. You agree not to copy, distribute or modify content from the Portal (if any) without our express written consent. You may not disassemble, decompile, reverse engineer or otherwise attempt to discover any source code contained in the Portal (if any). Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of the Portal (if any) (other than your own content).
- 50 The Client warrants that the receipt and use of any information, data or material in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any intellectual property rights, of any third party.

Non Solicitation

- 51 The Client shall not, without the prior written consent of the Supplier, at any time from the date of this Agreement to the expiry of 24 months after the termination or expiry of this Agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

Related Entities

- 52 These Terms will also be applicable to any group entities and Related Body Corporate of any client if you request us to perform work for those entities. Fees will be charged in accordance with the Statement of Work issued to them.

Liability

- 53 We cannot guarantee continuous, error-free or secure access to our Services or that defects in the service or the Portal (if any) will be corrected. While we will use reasonable efforts to maintain an

uninterrupted service to the Portal (if any), we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our Services or the Portal (if any).

54 Should any processing errors be made by us due solely to negligence on our part, we will rectify the errors without further cost to you.

55 Subject to clause 56, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) loss of profits;
- (b) loss or interruption of sales or business;
- (c) loss or interruption of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss or interruption of or damage to goodwill;
- (f) loss or interruption of use or corruption of software, data or information; or
- (g) any indirect or consequential or incidental loss.

56 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

57 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. Nothing in this Agreement shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

58 Subject to clause 56, the Supplier's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to at our option:

- (a) the supply of the Services again; or
- (b) repayment of the cost of the Services supplied again.

Indemnity

59 You agree to fully indemnify us, our affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by us as a direct consequence of any breach by you or your agents of these Terms.

Personal information

60 By using our Services, including use of the Portal (if any), you agree to the collection, transfer, storage and use of your personal information by the Portal (if any) and befree Global Limited on servers as described in our Privacy Policy. You also agree to receive marketing communications from us unless you tell us otherwise.

Access to the Portal (if any)

61 While we use reasonable endeavours to ensure that the Portal (if any) is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure or error free. Your access to the Portal (if any) may be suspended without notice in the case of system

failure, maintenance or repair or any reason beyond our control.

62 Except as expressly provided otherwise in the Terms, we reserve the right to change or discontinue any website, feature or service (or part thereof) on the Portal (if any) at any time.

63 We do not warrant that we will continue to make the Portal (if any) available generally or at all and reserve the right at any time to impose or increase fees for future access to any material appearing in the email or on the Portal(if any). The right is reserved to alter the Portal (if any) at any time, even if it changes the equipment needed to access or use our services or the Portal (if any) or any part of it.

Online Payment Security

64 Fees for our Services may be deducted using direct debit or credit card payments through our third party secure payment facilities.

65 We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential. Credit card details or bank account details of all clients may be retained by the payment gateway used by befree Global Limited to process payments.

66 Services Fees are in pound (£ GBP) only.

General Termination Terms

67 After the initial term (if any) of this Agreement or any renewed term (if any) as specified in your Statement of Work, you may terminate this Agreement by providing one (1) month's written notice.

68 Upon termination, work will be completed based on discussions with you prior to a handover meeting

69 Fees for work completed will be charged and payment will be due within 7 days

70 A handover meeting will be undertaken where necessary once full payment has been received for all outstanding fees

71 We may terminate this Agreement by providing one (1) month notice to you after the initial term of this Agreement or any renewed term as specified in your Statement of Work.

72 Fees paid up to termination are non-refundable.

73 We may terminate this Agreement without notice if you breach your obligations under this Agreement and fail to rectify them within 7 days of notice from us to rectify the default.

74 Upon termination of this Agreement we will archive all information and documents related to the work completed for you. We will destroy/delete all information retained that you consider as sensitive to your business at your request upon termination.

Force Majeure

75 If the Supplier is prevented, hindered or delayed in or from performing any of its obligations by any factor or circumstance not within its control it shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

General Terms

VAT

76 Unless stated to be otherwise, charges referred to for any goods or services supplied (or offered for supply) via our website are stated exclusive of VAT. Where VAT applies to any supply made to you, we will calculate the applicable VAT and issue you with a Tax Invoice. VAT means United Kingdom goods or services tax under Value Added Tax Act 1994. Tax Invoice means tax invoice as defined by the Act.

Severability

77 If any provision of the Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full

force and effect.

No waiver

78 If we do not enforce any particular provision, we are not waiving our right to do so later.

Applicable law

79 These Terms shall be construed in accordance with and governed by the laws of England Subject to clauses 79 and 80,you consent to the exclusive jurisdiction of the courts in England to determine any matter or dispute which arises under the Terms and/or our Services.

Resolution of disputes

80 Should a dispute arise between you and befree Global Limited, we strongly encourage you to contact us directly on info@befreeltd.com to seek a resolution. Any reasonable requests will be considered and we will attempt to resolve the dispute.

81 Any dispute, controversy or claim arising out of or relating to this Agreement that cannot be resolved between us, including any question regarding its breach, existence, validity or termination or the legal relationships established by this agreement, shall be finally resolved by arbitration. It is agreed that:

- (a) the tribunal shall consist of one arbitrator the identity of which is agreed upon by the parties;
- (b) in default of the parties' agreement as to the arbitrator, at the request of either party, the arbitrator shall be nominated by the President of the Institute of Chartered Accountants in England and Wales;
- (c) the seat of the arbitration shall be London;
- (d) the law governing this arbitration agreement shall be English; and
- (e) the language of the arbitration shall be English

Whole agreement

82 These terms, together with any terms specific to a Statement of Work, and the other policies posted on our website constitute the entire agreement between befree Global Limited and you, superseding any prior agreements. The Client shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

Assignment

83 You may not assign, sub-licence or otherwise deal in any other way with any of your rights under these Terms. We may assign this Agreement at our sole discretion.