

Passionfruit Specialist Terms

Last Updated: March 2026 (Compliance Remediation Update). Previously: 28 May 2025.

Rules of the Road

There is a lot of small print below for the lawyers among you, but this will give you a quick sense of what they say.

- Please be respectful and know that everyone is trying their best. The best work happens where respect, clear communication, and constructive feedback are encouraged.
- Anyone working with Passionfruit is asked to treat people the way they'd like to be treated.
- In the end, you're responsible for the decisions you make and the actions you take in delivering your services. Our role is to facilitate the engagement and support your success.
- **Payment:** Passionfruit's Client is invoiced for services which include your Specialist Fees. You will invoice Passionfruit for your agreed fees for services delivered. Payment is made by Passionfruit to you based on the agreed Statement of Work (SOW) and our payment cycle (typically at the end of the month following the Project month completion, subject to terms in Part B).
- **No Circumvention:** We operate on trust and transparency. Attempting to engage directly with Clients to whom you have been introduced by Passionfruit for projects, outside of the Passionfruit contractual framework for those projects, is a breach of these terms.

1. Introduction and Agreement

- 1.1. These Passionfruit Specialist Terms ("**Terms**") govern the relationship between **Use Passionfruit Limited** ("**Passionfruit**," "we," "us," "our"), a company registered in England and Wales (company number 13237931) with its registered office at Camburgh House, 27 New Dover Road, Canterbury, Kent, United Kingdom, CT1 3DN (VAT number 374633676), and you, the independent freelance specialist, or the entity through which you provide your services ("**Specialist**," "you," "your").
- 1.2. Passionfruit operates an online platform available at usepassionfruit.com (the "**Platform**") and provides services to its clients ("**Clients**") by engaging skilled Specialists as independent subcontractors to perform specific projects ("**Projects**").
- 1.3. For regulatory purposes, Passionfruit is a UK-based "employment business" under the Conduct of Employment Agencies and Employment Businesses

Regulations 2003 ("**Conduct Regulations**"). In its contractual relationship with both Clients and Specialists for the delivery of Project services, **Passionfruit acts as the Principal contractor.**

- 1.4. **Specialist Status:** You warrant that you operate as an independent business or professional. Nothing in these Terms shall create an employment relationship, partnership, joint venture, or agency relationship between Passionfruit and you. You (and your Personal Service Company ("**PSC**") or employing entity ("**Employer**"), if applicable) are solely responsible for your own income tax, National Insurance contributions (or local equivalents), VAT, other tax liabilities, business registrations, licenses, insurance, and all other business expenses, unless specific UK legislation (such as Agency Legislation for Sole Trader Specialists or Off-Payroll Working Rules for certain PSC engagements) requires Passionfruit to make deductions or act as a fee-payer, as detailed in these Terms. Passionfruit does not provide employment benefits.
- 1.5. **Parties to this Agreement:** If you operate as a sole trader, you are the Party contracting with Passionfruit. If you provide your services through a PSC or Employer, that entity is the Party contracting with Passionfruit. In such cases, references to "Specialist" in terms of obligations shall mean obligations on the PSC or Employer to comply and to procure your compliance as the individual performing the services. You, as the individual, separately undertake to Passionfruit not to cause your PSC or Employer to breach these Terms.
- 1.6. **Acceptance of Terms:** By applying to register as a Specialist on the Platform, or by accepting any Project engagement from Passionfruit, you (and your PSC/Employer, if applicable) agree to be bound by these Specialist Terms, as may be updated by Passionfruit from time to time and published at usepassionfruit.com/terms. Passionfruit will confirm its acceptance of you as a registered Specialist by email ("**Platform Acceptance**"). This overarching agreement ("**Agreement**") between you and Passionfruit is effective from Platform Acceptance and continues until terminated in accordance with Clause 13 of Part A.
- 1.7. **Structure of these Terms:** This Agreement comprises: * **Part A: Specialist Platform Terms:** These govern your general relationship with Passionfruit and your use of the Platform. * **Part B: Specialist Engagement Terms:** These apply specifically when Passionfruit engages you for a Project for a Client, documented in a Statement of Work ("**SOW**"). A separate "Specialist Engagement Contract" under these Part B terms is formed for each SOW agreed between you (or your PSC/Employer) and Passionfruit.

Part A: Specialist Platform Terms

2. ONBOARDING

- 2.1. At Platform Acceptance, Passionfruit will begin your onboarding process.

- 2.2. You shall provide accurate, complete, and up-to-date information requested by Passionfruit for Onboarding and for ongoing compliance. This includes, but is not limited to: (a) Information to verify your identity, skills, experience, and qualifications. (b) Information necessary for Passionfruit to comply with its legal and regulatory obligations regarding the engagement of Specialists, including for the purposes of the Off-Payroll Working Rules (Chapter 10, Part 2, ITEPA 2003, if you operate via a PSC) and Agency Legislation (Chapter 7, Part 2, ITEPA 2003, if you are a Sole Trader Specialist). You agree to disclose your operating structure (e.g., Sole Trader, PSC, Employer). (c) Details required for payment. (d) Confirmation from your Employer (if applicable) that they agree to be bound by these Specialist Terms where relevant.
- 2.3. All information you provide must not be offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory, or discriminatory.
- 2.4. You are responsible for keeping your Platform login credentials (User Credentials) secret, secure, and not sharing them. You are responsible for all activity under your User Credentials.
- 2.5. Upon successful Onboarding, you will be part of Passionfruit's network and available for Passionfruit to identify and propose to Clients for suitable Projects.

3. USE OF PLATFORM AND SERVICES

- 3.1. In using the Platform and providing services, you shall: (a) Maintain an accurate and up-to-date profile on the Platform. (b) Comply with all Applicable Law (defined as relevant UK laws and your local laws if providing services from outside the UK). (c) Not act in any way that could cause Passionfruit, its Clients, or other Specialists to breach Applicable Law or suffer reputational damage. (d) Engage professionally and respectfully with Passionfruit staff and Clients.
- 3.2. **Project Autonomy:** While Clients (via SOWs agreed with Passionfruit) will specify project deliverables, objectives, and final deadlines, you (as an independent Specialist) retain professional autonomy over the specific methods, means, schedule, and execution of your work to achieve those SOW requirements, consistent with your independent contractor status. Clients are contractually bound by their terms with Passionfruit not to supervise, direct, or control you in a manner akin to an employee.
- 3.3. **Your Conduct with Clients:** You agree not to act in any way that could inadvertently lead to you being deemed an employee or worker of the Client under Applicable Law, or that could cause the Client to breach any laws or their agreement with Passionfruit.

4. PLATFORM TECHNOLOGY

- 4.1. **"Intellectual Property Rights"** means all vested and future rights of copyright, design rights, database rights, patents, trademarks, goodwill, know-how, confidential information, software rights, and any other intellectual or industrial property rights globally.
- 4.2. Passionfruit or its licensors own all Intellectual Property Rights in the Platform and its underlying technology, design, functionality, code, and databases ("**Passionfruit Technology**"). Nothing in these Terms transfers any Passionfruit Technology IP to you.
- 4.3. Passionfruit grants you a non-exclusive, non-transferable, worldwide right to access and use the Platform via a browser login, solely for the purpose of receiving information about potential Projects, managing agreed SOWs with Passionfruit, collaborating on Projects for Passionfruit's Clients, and managing your engagement with Passionfruit.
- 4.4. You grant Passionfruit a royalty-free, transferable, worldwide right to use, copy, display, distribute, and modify any information or materials you provide or upload to the Platform ("**Specialist Uploads**") as necessary for Passionfruit to operate the Platform, provide its services to Clients (including sharing relevant parts of your profile or uploads with Clients for Project proposals), and for its lawful internal business, compliance, and audit purposes.
- 4.5. Passionfruit may collect and use anonymised and aggregated data regarding Platform usage ("**Usage Data**") for statistical purposes, service improvement, and sharing with third parties.
- 4.6. If you provide any suggestions, comments, or other feedback related to Passionfruit's services or Platform ("**Feedback**"), you grant Passionfruit a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate such Feedback into its services and offerings without limitation.
- 4.7. **Restrictions on Use:** You shall not (and shall ensure your PSC/Employer does not) misuse the Platform or Passionfruit Technology, including by attempting to decompile it, scrape data, incorporate it into other products, resell access, remove proprietary notices, use it for competitive analysis, or transmit Malicious Items.

5. CONFIDENTIALITY (General)

- 5.1. Each Party ("**Recipient**") shall keep confidential all non-public information disclosed by the other Party ("**Discloser**") or by Passionfruit's Clients that is marked as confidential or should reasonably be understood to be confidential given its nature or the circumstances of disclosure ("**Confidential Information**").

- 5.2. This includes Passionfruit's Technology, business processes, Client information, Project details not yet public, and any non-public terms of SOWs or this Agreement.
- 5.3. The Recipient shall only use Confidential Information for the purpose of this Agreement and agreed Projects, protect it with reasonable security measures, and not disclose it to third parties without prior written consent, except to its representatives who need to know it and are bound by similar confidentiality duties, or as required by law.
- 5.4. These obligations do not apply to information that is publicly known (not through breach), already known to the Recipient, received from a third party without breaching confidence, or independently developed.
- 5.5. Upon request or termination, the Recipient shall return or destroy the Discloser's Confidential Information.

6. DATA PROTECTION (General)

- 6.1. Both Parties shall comply with applicable Data Protection Laws (including GDPR and the UK Data Protection Act 2018, as relevant) with respect to any personal data processed in connection with this Agreement and the Platform.
- 6.2. Passionfruit's Privacy Policy (available on its website) explains how Passionfruit processes personal data as a controller, including data of Specialists. You (and your PSC/Employer) confirm you have read and understood it.
- 6.3. You (and your PSC/Employer) warrant that you have assessed your own obligations under Data Protection Laws and will maintain compliance, including paying any necessary data protection fees if required in your jurisdiction.
- 6.4. Specific data processing terms related to Client data processed by you during a Project are detailed in Part B.

7. WARRANTIES

- 7.1. **Mutual Warranties:** Each Party warrants and represents to the other that: (a) it has full legal right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (b) it holds all licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.2. **Specialist Warranties:** You (and your PSC/Employer, as applicable) warrant, represent, and undertake to Passionfruit that: (a) all information provided by you to Passionfruit during Onboarding, for your Platform profile, and in connection with any Project proposal or SOW, is and will remain true, accurate, complete, and not misleading in any material respect; (b) your Specialist Uploads and any content or materials you provide or use in

connection with the Platform or any Project will not infringe the Intellectual Property Rights or any other rights of any third party, nor will they be defamatory, obscene, or otherwise unlawful; (c) you (and your PSC/Employer) will comply with all applicable Data Protection Laws in respect of any personal data you control or process in connection with this Agreement and your business operations; (d) you possess the necessary skills, experience, qualifications, and resources to provide services to the professional standards expected for Projects you accept; and (e) you will at all times conduct yourself professionally and in a manner that does not bring Passionfruit or its Clients into disrepute.

- 7.3. **Passionfruit Warranties:** Passionfruit warrants, represents, and undertakes to you that: (a) it has the full right, power, and authority to provide the Platform and facilitate engagements as set out in this Agreement; and (b) the Platform, when used by you in accordance with these Terms, will not, to its knowledge, infringe the Intellectual Property Rights of any third party under UK law.
- 7.4. **Disclaimer:** Except as expressly stated in these Terms, the Platform and any services provided by Passionfruit under this Part A are provided on an "as is" and "as available" basis. Passionfruit makes no warranties, express or implied, regarding the availability, reliability, or suitability of the Platform for any particular Project or Client, nor does it guarantee any minimum level of work or income for the Specialist. All other warranties, representations, conditions, and terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

8. INDEMNITIES

- 8.1. **"Losses"** means all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages, and losses (including all interest, fines, penalties, reasonable management time, and legal and other professional costs and expenses).
- 8.2. **Specialist Indemnity:** You (and your PSC/Employer, jointly and severally if applicable) shall indemnify and hold harmless Passionfruit, its officers, directors, employees, and agents from and against any and all Losses suffered or incurred by Passionfruit arising out of or in connection with: (a) any breach by you (or your PSC/Employer or any individual performing services on your behalf) of these Specialist Terms (including Part A and any applicable Part B terms); (b) any negligent act or omission, wilful misconduct, or unlawful act by you (or your PSC/Employer or any individual performing services on your behalf) in connection with your use of the Platform or the provision of services for a Project; (c) any claim by a third party (including a Client) that the services you provided (outside the scope of IP assigned under Part B, Clause 4) or your Specialist Uploads infringe their Intellectual Property Rights,

breach data protection laws, or are defamatory or otherwise unlawful; (d) any failure by you (or your PSC/Employer) to account for and pay any taxes, National Insurance contributions (or social security equivalents), or other levies due in respect of the Specialist Fees paid to you by Passionfruit (except where Passionfruit has made deductions at source as explicitly required by UK law under Clause 3 of Part B); and (e) any claim brought against Passionfruit by any substitute or personnel engaged by you in connection with a Project.

- 8.3. **Passionfruit Indemnity:** Passionfruit shall indemnify you (and your PSC/Employer, as applicable) against Losses suffered or incurred by you arising out of or in connection with any claim or allegation made by a third party against you that your use of the Platform itself (excluding any Specialist Uploads or Client Materials), as provided by Passionfruit and used in accordance with these Terms, infringes the Intellectual Property Rights of that third party under UK Law. This indemnity shall not apply to the extent any claim results from: (a) your failure to use the Platform in accordance with Passionfruit's reasonable instructions; (b) your use of Passionfruit Technology in combination with other software or data not provided or approved by Passionfruit; (c) Specialist Uploads; or (d) your use of the Platform after notice of an alleged or actual infringement.
- 8.4. **Indemnity Claim Procedure:** (a) The indemnified Party shall promptly notify the indemnifying Party in writing of any claim subject to indemnification. (b) The indemnifying Party shall have the right to assume the conduct and control of the defence and settlement of such claim, provided it does so diligently and consults with the indemnified Party. (c) The indemnified Party shall provide reasonable cooperation to the indemnifying Party in the defence of such claim, at the indemnifying Party's expense. (d) The indemnified Party shall not make any admission of liability, agreement, or compromise in relation to the claim without the prior written consent of the indemnifying Party (not to be unreasonably withheld or delayed).
- 8.5. **Mitigation:** Nothing in this clause shall restrict or limit the general obligation at law of a Party to mitigate any Losses it may suffer or incur.

9. LIMITATIONS & EXCLUSIONS OF LIABILITY

- 9.1. The restrictions on liability in this Clause 8 apply to every liability arising under or in connection with this Agreement (including Part A and any Specialist Engagement Contracts under Part B), whether in contract, tort (including negligence), misrepresentation, restitution, or otherwise.
- 9.2. Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under Applicable Law.

- 9.3. **Cap on Liability (Part A - Platform Terms):** Subject to Clause 8.2, Passionfruit's total aggregate liability to you (and your PSC/Employer) for all Losses arising out of or in connection with any breach of this Part A (Specialist Platform Terms) or any other claim relating to your general use of the Platform (excluding specific Project engagements covered under Part B) shall not exceed **£1,000 (one thousand pounds sterling)**.
- 9.4. **Exclusion of Certain Losses:** Subject to Clause 8.2, neither Party shall be liable to the other for any indirect, special, or consequential loss or damage. Passionfruit shall not be liable for any loss of profits, loss of business, loss of revenue, loss of anticipated savings, wasted expenditure, or loss or corruption of data suffered by you (or your PSC/Employer).
- 9.5. **Time Limit for Claims:** Any claims by you (or your PSC/Employer) under this Agreement must be brought within one (1) year of you becoming aware of the circumstances giving rise to the claim.

10. INSURANCE

- 10.1. You (and your PSC/Employer, as applicable) shall, at your own expense, obtain and maintain in force during the term of this Agreement and for a reasonable period thereafter, adequate insurance policies with reputable insurers to cover your potential liabilities arising from your business operations and the provision of your professional services.
- 10.2. As a minimum, such insurances should include: (a) Professional Indemnity insurance with a limit of at least **£1,000,000 per claim**; (b) Public Liability insurance with a limit of at least **£1,000,000 per claim**; and (c) Any other insurance required by Applicable Law or reasonably considered standard for a professional providing services of the type you offer (e.g., Employer's Liability insurance if you have employees).
- 10.3. You shall provide Passionfruit with evidence of such insurance coverage upon reasonable request.
- 10.4. Passionfruit shall maintain its own insurance policies as it deems appropriate for its business operations.

11. DISPUTE RESOLUTION

- 11.1. This Clause 10 applies to any dispute or difference arising between Passionfruit and you (or your PSC/Employer) out of or in connection with this Agreement (including its formation, performance, breach, termination, or validity) or any Specialist Engagement Contract, except where an SOW specifies an alternative dispute resolution procedure for that Project.
- 11.2. The Parties shall first use their best efforts to negotiate and settle any dispute amicably through direct discussions between their respective designated contacts.

- 11.3. If any dispute is not resolved through such discussions within **fourteen (14) days** of being formally raised in writing by one Party to the other, either Party may refer the dispute to senior representatives of each Party for further discussion.
- 11.4. If the dispute is not resolved by senior representatives within a further **fourteen (14) days**, either Party may propose that the dispute be referred to mediation in good faith in accordance with the CEDR (Centre for Effective Dispute Resolution) Model Mediation Procedure. Unless otherwise agreed, the mediator will be nominated by CEDR. The mediation will start not later than **twenty-eight (28) days** after the date of the ADR Notice. The Party submitting the ADR Notice shall typically bear the initial costs of the mediator, subject to any agreement reached in mediation.
- 11.5. Nothing in this Clause 10 shall prevent either Party from seeking urgent interim relief (such as an injunction) from a court of competent jurisdiction where failure to obtain such relief would cause irreparable damage.
- 11.6. Subject to Clause 10.5, neither Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

12. RECORDS

- 12.1. **Specialist Records:** You (and your PSC/Employer, as applicable) shall keep and maintain complete, accurate, and up-to-date records relating to: (a) The provision of any Project Services performed under any Specialist Engagement Contract and Statement of Work, including (where applicable) time worked, deliverables created, and milestones achieved, sufficient to support any invoices submitted to Passionfruit. (b) All information and documentation necessary to demonstrate your compliance with your obligations under this Agreement, including your tax, insurance, and regulatory compliance as an independent business. (c) Any expenses incurred for which you may seek reimbursement from Passionfruit, only if such reimbursement has been expressly pre-agreed in writing within a Statement of Work.
- 12.2. **Retention:** You shall retain such records for the duration of your registration on the Platform and for any legally required period thereafter (for example, for tax or corporate law purposes, which is typically six years after the end of the relevant financial year in the UK).
- 12.3. **Audit for SOW Compliance:** Passionfruit or its designated Client reserves the right, upon reasonable notice and during normal business hours, to audit records maintained by you that relate directly to the verification of Project Services performed and fees invoiced for a specific Statement of Work, solely for the purpose of verifying compliance with that SOW. Any such audit shall be

conducted in a manner that minimises disruption to your business. This right does not extend to your general business financial records beyond those directly substantiating services and fees for Passionfruit projects.

13. FORCE MAJEURE & DELAY

- 13.1. **Definition of Force Majeure Event:** A "**Force Majeure Event**" means any act, event, omission, or accident beyond the reasonable control of a Party, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the affected Party or any other party); failure of a utility service or transport or telecommunications network; act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident, breakdown of plant or machinery; fire, flood, storm; or default of suppliers or sub-contractors (where such default is itself caused by an event beyond the sub-contractor's reasonable control).
- 13.2. **Consequences of Force Majeure Event:** (a) Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (or any Specialist Engagement Contract) if such delay or failure results from a Force Majeure Event. (b) The Party affected by a Force Majeure Event shall notify the other Party as soon as reasonably practicable after the start of the Force Majeure Event, detailing the nature and extent of the circumstances and its expected duration. (c) The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 13.3. **Prolonged Force Majeure:** If a Force Majeure Event prevents, hinders, or delays the affected Party's performance of its obligations for a continuous period of more than **thirty (30) days**, the Party not affected by the Force Majeure Event may terminate this Agreement (or the relevant Specialist Engagement Contract affected) by giving **seven (7) days'** written notice to the affected Party.
- 13.4. **Delays Not Attributable to Force Majeure:** (a) If the Specialist's performance of its obligations under a Specialist Engagement Contract is prevented or delayed by any act or omission of Passionfruit or Passionfruit's Client, or by the failure of Passionfruit or its Client to perform any relevant obligation ("**Passionfruit/Client Default**"): (i) the Specialist shall not be in breach of contract or otherwise liable for any costs, charges, or losses sustained or incurred by Passionfruit or its Client arising directly or indirectly from such prevention or delay; (ii) the Specialist's obligations under the Specialist Engagement Contract will be suspended to the extent that the Passionfruit/Client Default prevents or delays the Specialist's performance; and (iii) Passionfruit and the Specialist (and Client, where appropriate) will

seek to agree to a reasonable extension of time for the Specialist to perform its obligations.

14. TERMINATION OF THIS AGREEMENT (Platform Access & Future Engagements).

- 14.1. Termination for Convenience: (a) By Specialist: You (or your PSC/Employer) may terminate this overall Agreement and your use of the Platform at any time for convenience by giving Passionfruit at least thirty (30) days' written notice. (b) By Passionfruit: Passionfruit may terminate this overall Agreement and your use of the Platform at any time for convenience by giving you at least thirty (30) days' written notice. (c) Termination of this overall Agreement under this clause 13.1 does not affect active Specialist Engagement Contracts (Projects) already underway, which must be terminated separately in accordance with their SOW or Clause 7 of Part B below, unless Passionfruit's notice explicitly includes termination of active Projects (in which case appropriate wind-down and payment for work to date will apply).
- 14.2. Termination for Material Breach: Either Party may terminate this Agreement with immediate effect by written notice if the other Party commits a material breach of these Terms which is irremediable or (if remediable) is not remedied within thirty (30) days of written notice.
- 14.3. Termination for Insolvency: Either Party may terminate this Agreement with immediate effect by written notice if the other Party suffers an insolvency event (as typically defined, e.g., becomes unable to pay debts, liquidation, administration, receivership).
- 14.4. Consequences of Termination of this Agreement: (a) Your access to the Platform will cease (subject to any agreed run-off for ongoing projects). (b) All licences granted to you by Passionfruit will terminate. (c) You shall return or delete Passionfruit's Confidential Information. (d) Accrued rights and liabilities of either Party shall not be affected.

15. MODERN SLAVERY

- 15.1. In performing their obligations under the Agreement, each Party shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations including the *Modern Slavery Act 2015*.
- 15.2. Each Party warrants that at the date of the Agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of, or in connection with, slavery and human trafficking.
- 15.3. Breach of this clause 14 shall be deemed a material breach of the terms of the Agreement which is irremediable

16. ANTI-BRIBERY AND CORRUPTION

- 16.1. Each Party agrees to: (a) comply with Applicable Laws relating to anti-bribery and anti-corruption including the *Bribery Act 2010 (Bribery Act)*; (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act (as amended) if such activity, practice or conduct had been carried out in the United Kingdom; and (c) promptly report to, respectively, the other Party's CEO or Chair, any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Agreement.

17. ANTI-FACILITATION OF TAX EVASION

- 17.1. Each Party shall: (a) not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under the *Criminal Finances Act 2017*; (b) have and shall maintain such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person; and (c) promptly report to the other Party any relevant request or demand received from a third party to facilitate the evasion of tax in connection with the performance of the Agreement.
- 17.2. Breach of this clause 16 shall be deemed a material breach of the terms of the Agreement which is irremediable.

18. IMPORT TAX, EXPORT & SANCTIONS

- 18.1. Each Party shall comply with Applicable Laws relating to import and export and trade sanctions.

19. GENERAL

- 19.1. Headings shall not affect interpretation.
- 19.2. Interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 19.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 19.4. A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the *Companies Act 2006*.
- 19.5. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

- 19.6. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 19.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 19.8. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 19.9. No variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each Party. Specialist may not agree any variation on behalf of an Employer.
- 19.10. Passionfruit may assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under the Agreement or any interest in them. Nothing in the Agreement shall prevent Passionfruit from entering into any agreement or arrangement in relation to any fundraising or public offering.
- 19.11. Passionfruit may engage any third party to perform its obligations under the Agreement, provided that Passionfruit shall remain fully liable to Specialist for performance of such obligations (subject to the exclusions and limitations in the Agreement).
- 19.12. Specialist shall not, without the written consent of Passionfruit (which shall not be unreasonably withheld or delayed) assign or transfer any of its rights or obligations under the Agreement to any third party which is not a Group Company.
- 19.13. The Agreement is the entire agreement between the Parties, and replace all previous agreements and understandings between them, relating to its subject matter.
- 19.14. Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties. Neither Party shall have the authority to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose.
- 19.15. Unless set out in this Agreement, the Parties do not intend any third party to have the right to enforce any provision of the Agreement under the *Contracts (Rights of Third Parties) Act 1999* or otherwise.
- 19.16. Notices to terminate shall be in writing and delivered by hand or sent by recorded delivery post to the relevant Party at its registered/usual business address. Without evidence of earlier receipt, notices are deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by recorded delivery, at 9.00 am on the second UK business day after posting; and (c) in the case of post, it shall be sufficient to prove that the notice was properly addressed and posted.
- 19.17. Any other notices and communications under the Agreement may be delivered in writing and/or by email, but not by messaging platforms (for example, WhatsApp, Slack, Zoom, Teams, etc).
- 19.18. If any provision or part-provision of the Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect

the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted, Passionfruit may replace it with a provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 19.19. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by Applicable Laws shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.20. The rights and remedies expressly conferred by the Agreement are cumulative and additional to any other rights or remedies a Party may have.
- 19.21. Expiry or termination of the Agreement (howsoever occurring) shall not affect either of the Parties' accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry.
- 19.22. Neither Party may commence any court proceedings in relation to any dispute or difference between Passionfruit and Specialist arising out of the Agreement until it has attempted to settle the dispute by mediation as set out in clause 10 and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. (Nothing in clause 10 shall prevent a Party from seeking relief to protect its Intellectual Property Rights or Confidential Information.)
- 19.23. The Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with English law, and the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising in connection with the Agreement, including disputes relating to any non-contractual obligations.

Part B: Specialist Engagement Terms *(These terms apply when a Statement of Work (SOW) is agreed between Passionfruit and you (or your PSC/Employer) for a specific Client Project)*

1. ENGAGEMENT AND SERVICES

- 1.1. Upon execution of an SOW by Passionfruit and you (or your PSC/Employer), a binding Specialist Engagement Contract is formed for you to provide the services detailed in that SOW (the "Project Services") to Passionfruit's Client, as a subcontractor to Passionfruit.
- 1.2. You shall perform the Project Services with the highest level of professional skill, care, diligence, and in accordance with the SOW, these Terms, industry best practices, and all reasonable instructions or guidelines provided by Passionfruit or the Client regarding the Project objectives.

- 1.3. You shall ensure all information you provide to Passionfruit or the Client during a Project is accurate.
- 1.4. You shall comply with all Applicable Law and any specific Client policies (e.g., security, code of conduct) relevant to the Project Services that have been provided to you.
- 1.5. Substitution: The specialist has the right to substitute provided they notify Passionfruit and the Client where reasonably practicable. The substitute must be suitably qualified and have equivalent or superior skills. You (or your PSC/Employer) remain fully responsible and liable for the performance, acts, and omissions of any substitute, and for their payment.

2. SPECIALIST FEES AND PAYMENT

- 2.1. Passionfruit shall pay you (or your PSC/Employer) the fees ("Specialist Fees") for the Project Services as set out in the applicable SOW.
- 2.2. Where Passionfruit operates a self-billing arrangement as described in the applicable SOW, Passionfruit shall generate invoices on your behalf and you shall not issue separate invoices for services covered by that SOW. Where self-billing does not apply, you shall invoice Passionfruit for Specialist Fees according to the payment schedule in the SOW. Invoices must be correctly addressed to Use Passionfruit Limited, reference the relevant SOW, and provide any supporting documentation reasonably requested by Passionfruit.
 - 2.2.1. Upon generation of an invoice under Clause 2.2, Passionfruit's Client shall have a period of five (5) Business Days (the "Acceptance Period") to review the deliverables and either accept them or raise a written objection to Passionfruit specifying the particular respects in which the deliverables do not meet the requirements described in the SOW. General dissatisfaction or subjective preference shall not constitute a valid objection. If the Client does not raise a valid written objection within the Acceptance Period, the deliverables shall be deemed accepted.
 - 2.2.2. Where the Client raises a valid objection within the Acceptance Period, you shall use reasonable endeavours to undertake one (1) round of revisions to address the specific points raised, following which the deliverables shall be deemed accepted ("First Round Deemed Acceptance").
 - 2.2.3. Where a deliverable remains materially deficient after the round of revisions under Clause 2.2.2 (meaning it fails to meet specific, objectively verifiable requirements described in the SOW in a manner that would be apparent to a reasonable professional in the relevant field), the Client may notify Passionfruit in writing within three (3) Business Days of receiving the revised deliverable, setting out the specific continuing deficiencies. If no such notification is received within the three (3) Business Day window, the deliverables shall be deemed accepted. Where a valid notification of material

deficiency is received, Passionfruit shall review it and, acting reasonably, determine whether to:

- 2.2.3.1. instruct you to undertake a further revision to address the identified deficiencies;
- 2.2.3.2. propose an alternative Specialist to complete the deliverable; or
- 2.2.3.3. issue a pro-rata credit to the Client for the deficient deliverable, in which case the Specialist Fee payable to you under the relevant SOW shall be reduced by a corresponding amount, and Passionfruit shall notify you in writing of any such reduction, with reasonable detail of the grounds for the Client's objection and Passionfruit's determination. For the avoidance of doubt, this Clause 2.2.3 applies only where the deliverable is objectively deficient against the SOW requirements; it does not apply to matters of subjective preference, stylistic choice, or general dissatisfaction.
- 2.2.4. Subject to acceptance (or deemed acceptance) of the deliverables in accordance with Clauses 2.2.1, 2.2.2 or 2.2.3, Passionfruit shall pay valid and undisputed invoices by the last Business Day of the calendar month following the month in which the invoice was generated under Clause 2.2, provided that the deliverables have been accepted or deemed accepted by that date. If acceptance (or deemed acceptance) has not yet occurred by that date, payment shall instead be made by the last Business Day of the calendar month in which acceptance (or deemed acceptance) occurs.
- 2.2.5. For illustrative purposes: (a) if a Project Period runs from 15 January to 15 February and an invoice is generated on 15 February, the Acceptance Period expires five Business Days later (approximately 22 February); deliverables are deemed accepted in February; payment is made by the last Business Day of March. (b) If a Project Period ends on 28 February and an invoice is generated on 28 February, the Acceptance Period expires approximately 7 March; deliverables are deemed accepted in March; payment is still made by the last Business Day of March (being the month following the invoice month).
- 2.3. The combined Acceptance Period, any revision or escalation process under Clauses 2.2.2 and 2.2.3, and the payment cycle under Clause 2.2.4 shall in no case result in a total period exceeding sixty (60) calendar days from the date of the invoice to the date of payment. If the deliverables have not been accepted or deemed accepted by the forty-fifth (45th) calendar day following the date of the invoice, the deliverables shall be deemed accepted on that date for the purposes of triggering the payment obligation under Clause 2.2.4, without prejudice to any right of the Client (exercised via Passionfruit) to pursue a separate claim for defective deliverables under this Agreement. In the event of any conflict between the payment cycle described in Clause 2.2.4 and this Clause 2.3, the earlier payment date shall prevail.
- 2.4. Passionfruit's obligation to pay Specialist Fees in accordance with this Clause 2 is not conditional upon Passionfruit having received corresponding payment from its Client. Non-payment or late payment by the Client to Passionfruit

shall not entitle Passionfruit to withhold or delay payment to you beyond the dates specified in this Clause 2. For the avoidance of doubt, this Clause 2.4 is without prejudice to any pro-rata reduction of Specialist Fees under Clause 2.2.3.3, which operates as an adjustment to the amount payable rather than a withholding of payment.

- 2.5. All Specialist Fees are exclusive of VAT, which you (or your PSC/Employer) shall add to your invoices if applicable and you are VAT registered.
- 2.6. Payments will be made in the currency specified in the SOW. You are responsible for any bank charges or currency exchange costs related to receiving payment into your nominated bank account.
- 2.7. Tax Responsibilities of Specialist: You (and your PSC/Employer) are an independent contractor and are solely responsible for the accurate declaration and payment of all your income tax, National Insurance contributions (or social security equivalents in your jurisdiction), corporate taxes, VAT, and any other taxes or levies arising from the Specialist Fees received from Passionfruit. This is except where Passionfruit is explicitly required by UK law to make specific deductions at source as detailed in Clause 3 below.

3. TAX STATUS DETERMINATION (UK Specific Engagements)

- 3.1. Off-Payroll Working Rules (IR35 - for PSCs): (a) If a Project is subject to UK Off-Payroll Working Rules and involves services provided via your PSC: (i) If Passionfruit's Client is responsible for the IR35 status determination (typically if they are a medium/large entity), Passionfruit will pass the Client's Status Determination Statement (SDS) to your PSC. Your PSC must notify Passionfruit immediately if it disagrees with the SDS. (ii) If Passionfruit's Client is a "small company" (exempt from making the determination), your PSC is responsible for determining the IR35 status of the engagement and notifying Passionfruit of this determination and its reasoning. (iii) You and your PSC warrant that all information provided relevant to any IR35 status determination is accurate and complete. (iv) If an engagement is determined to be "inside IR35" (deemed employment for tax purposes), and Passionfruit is the fee-payer, Passionfruit will deduct income tax and employee National Insurance contributions, and account for employer National Insurance contributions and any Apprenticeship Levy, from the gross Specialist Fee payable to your PSC. The net amount will then be paid to your PSC. You (and your PSC) acknowledge and agree that the gross Specialist Fee stated in the SOW for such an engagement is inclusive of these potential employer-side costs for Passionfruit, and the invoiced amount by your PSC to Passionfruit may need to be adjusted accordingly.
- 3.2. Agency Legislation (for Sole Trader Specialists): (a) If you are providing services as a Sole Trader Specialist and the engagement is subject to UK Agency Legislation (Chapter 7, Part 2 ITEPA 2003), Passionfruit is

responsible for determining your deemed employment status for tax purposes under this legislation. (b) You agree to provide all information reasonably requested by Passionfruit to make this determination. (c) If Passionfruit determines that PAYE deductions are required, Passionfruit may either: (i) make the necessary deductions for income tax and National Insurance contributions from the Specialist Fees before payment to you; or (ii) require you to provide services via Passionfruit's PAYE payroll via its designated payroll bureau, which will handle all PAYE obligations on Passionfruit's behalf. For the avoidance of doubt, Passionfruit shall not require or permit the use of third-party umbrella companies or payroll intermediaries in its supply chain.

- 3.3. Passionfruit may report details of gross payments made to you (or your PSC/Employer) to HM Revenue & Customs (HMRC) as required by law (e.g., under employment intermediary reporting requirements).
- 3.4. Worker Classification Assessment: Prior to the commencement of any Project, Passionfruit will conduct an independent worker classification assessment of the engagement through its approved assessment provider. You (and your PSC/Employer) shall: (a) provide complete, accurate, and timely information as reasonably requested by Passionfruit or its assessment provider regarding the actual working practices, methods, and arrangements applicable to the engagement; (b) cooperate fully with the assessment process, including completing any questionnaires or providing clarification within five (5) business days of request; (c) not commence work on the Project until the assessment is complete and any required Status Determination Statement (where applicable) has been issued to all relevant parties; and (d) notify Passionfruit immediately if the actual working practices for the engagement materially change from those described in the assessment at any point during the Project.
- 3.5. Reassessment: Where a Specialist Engagement Contract continues for a period exceeding six (6) months from the date of the most recent worker classification assessment, or where the scope of the engagement materially changes from that described in the current assessment, Passionfruit may conduct a reassessment of the worker classification status. You (and your PSC/Employer) shall cooperate with any such reassessment in accordance with the obligations set out above. If the reassessment produces a different status determination, the revised determination shall take effect from the start of the next billing period.
- 3.6. Joint and Several Liability Compliance: Where any part of the supply chain for a Specialist engagement involves a third-party umbrella company or payroll intermediary, the Specialist shall: (a) notify Passionfruit in writing prior to the commencement of the engagement; (b) cooperate with Passionfruit's reasonable due diligence requirements regarding the umbrella company, including verification of accreditation status and PAYE/RTI compliance; and (c) provide Passionfruit with such information as Passionfruit may reasonably

request to discharge its obligations under Chapter 11, Part 2 of ITEPA 2003 (Joint and Several Liability provisions) or any successor legislation.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. You (or your PSC/Employer, who shall ensure these provisions are met by you as the individual creator) represent and warrant that all services and deliverables provided under an SOW will be your original work or will be properly licensed, and will not infringe the Intellectual Property Rights of any third party.
- 4.2. **Assignment of Project IP:** In consideration of the Specialist Fees, you hereby irrevocably assign (or shall procure the irrevocable assignment from any individual engaged by you or your PSC/Employer) to Passionfruit, with full title guarantee, all existing and future Intellectual Property Rights in all materials, works, software, designs, data, reports, and deliverables specifically created by you for Passionfruit's Client during and for the purpose of a Project ("**Project IP**"). This assignment is effective from creation, is worldwide, perpetual, and includes the right for Passionfruit to assign or sub-license the Project IP to its Client or any other third party.
- 4.3. **Licence to Client (facilitated by Passionfruit):** You acknowledge that Passionfruit will grant its Client full rights to use the Project IP, consistent with the assignment in clause 4.2.
- 4.4. **Pre-Existing IP:** If you incorporate any of your pre-existing Intellectual Property Rights ("**Specialist Background IP**") into any Project IP or deliverables, you shall identify such Specialist Background IP to Passionfruit. You hereby grant (or shall procure the grant from the owner of) Passionfruit and Passionfruit's Client a non-exclusive, worldwide, perpetual, royalty-free, irrevocable, transferable licence to use, reproduce, modify, adapt, and distribute such Specialist Background IP solely as incorporated within, and as necessary for the use and exploitation of, the Project IP and deliverables.
- 4.5. **Third-Party Materials:** You shall obtain Passionfruit's and/or the Client's prior written approval before incorporating any third-party materials into Project deliverables. You must ensure such materials are licensed on terms that permit Passionfruit and the Client to use them as part of the Project IP and deliverables in accordance with this Agreement. You will provide copies of such licences upon request.
- 4.6. **Moral Rights:** You (and any individual engaged by your PSC/Employer) irrevocably waive all moral rights in the Project IP to the fullest extent permitted by law.
- 4.7. **Further Assurance:** You agree to execute any further documents and take any actions reasonably requested by Passionfruit or its Client to give full effect to the IP assignments and licences in this Clause 4.

- 4.8. **Client Materials:** Passionfruit (on behalf of its Client) grants you a non-exclusive, worldwide, non-transferable, revocable licence, solely for the term of the relevant Project, to use any materials provided by the Client ("**Client Materials**") strictly for the purpose of performing the Project Services for that Client.

5. CONFIDENTIALITY (Project Specific)

- 5.1. In addition to your general confidentiality obligations in Part A, during a Project you will receive Confidential Information from Passionfruit and/or its Client. You shall treat all such information (including Project details, Client data, Client business information) with the strictest confidence, use it only for performing the Project Services, and not disclose it to any third party without Passionfruit's or the Client's prior written consent (as appropriate), except as required by law.
- 5.2. Your obligations of confidentiality shall survive the termination of any Project and the overall Agreement.

6. DATA PROTECTION (Project Specific)

- 6.1. Where you process personal data provided by or on behalf of Passionfruit's Client ("**Client Personal Data**") in the course of performing Project Services, you acknowledge that the Client is typically the Data Controller and you are acting as a Data Processor on behalf of the Client (sub-processing via Passionfruit).
- 6.2. You shall: (a) Process Client Personal Data only on the documented lawful instructions of Passionfruit (acting on behalf of the Client) or directly from the Client as specified in the SOW, unless required to do so by Applicable Law. (b) Ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality. (c) Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing the Client Personal Data. (d) Not engage another processor (sub-sub-processor) without prior specific written authorisation from Passionfruit (who will seek Client approval where necessary). Where such authorisation is given, you must impose equivalent data protection obligations on that other processor. (e) Assist Passionfruit and the Client, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests from data subjects exercising their rights. (f) Assist Passionfruit and the Client in ensuring compliance with their obligations regarding security of processing, notification of personal data breaches to supervisory authorities and data subjects, and data protection impact assessments. (g) Upon termination of the Project Services, at Passionfruit's or the Client's choice, delete or return all Client

Personal Data to the Client or Passionfruit, and delete existing copies unless Applicable Law requires storage. (h) Make available to Passionfruit and the Client all information necessary to demonstrate compliance with these obligations and allow for and contribute to audits, including inspections, conducted by Passionfruit, the Client, or their designated auditor. (i) Immediately inform Passionfruit if, in your opinion, an instruction infringes Data Protection Laws. (j) Not transfer Client Personal Data outside the UK or EEA without ensuring appropriate safeguards are in place as required by Data Protection Laws and with prior authorisation.

7. TERMINATION OF SPECIALIST ENGAGEMENT CONTRACT (PROJECT)

- 7.1. **Notice Periods:** (a) **By Passionfruit:** Passionfruit may terminate a specific Specialist Engagement Contract (and the related SOW) by giving you at least **seven (7) business days'** written notice. Where Passionfruit terminates a Specialist Engagement Contract as a direct consequence of the Client terminating the corresponding Specialist Supply Contract, Passionfruit may give the Specialist three (3) business days' notice. (b) **By Specialist:** You (or your PSC/Employer) may terminate a specific Specialist Engagement Contract (and the related SOW) by giving Passionfruit at least **seven (7) business days'** written notice before the end of a Project Month, unless a different period is agreed in the SOW.
- 7.2. **Material Unavailability:** If you are Materially Unavailable (as defined, e.g., failing to respond for more than one week without justification), Passionfruit or the Client (via Passionfruit) may terminate the Specialist Engagement Contract immediately. You will not be paid Specialist Fees for periods of unjustified Material Unavailability where services were not delivered.
- 7.3. **Unsuitability:** If Passionfruit has reasonable grounds to believe you are unsuitable for a Project after an SOW is agreed, Passionfruit may terminate the Specialist Engagement Contract immediately, informing the Client as required by Conduct Regulations.
- 7.4. **Consequences:** Upon termination of a Specialist Engagement Contract, you shall cease work on the Project, cooperate in an orderly handover, return all Client Materials and Confidential Information, and invoice Passionfruit for Specialist Fees due for authorized Project Services properly performed up to the effective date of termination.