

## Agreement

as of .....

between

Administrator of useme.com service operating under the business name: Useme Sp. z o.o. with headquarters in Wrocław at Świdnicka Street 12 - 16 (postal code 50-068) NIP (Tax Identification Number) PL8992744965 hereinafter referred to as "**Useme**", represented by Mr Przemysław Głosny

and .....

with a registered Office in .....

NIP(Tax Identification Number): .....

(hereinafter referred to as „**Employer**”),

hereafter collectively referred to as „**Parties**”.

### Given that:

- Freelancer is the person indicated in the deal, being a User of the Useme service
- Employer and indicated Freelancer intend to conclude a transaction using the Useme service
- Freelancer is obliged to the Employer to preserve confidentiality, therefore Freelancer and Employer shall not reveal to Useme at any stage of cooperation any documents or works and any part thereof provided by the Employer in Job implementation, in particular by sending them through the Useme website.

The Parties hereby agree as follows:

### § 1

1. The Employer shall independently check the compliance of the submitted works with the Job conditions, and payment of a preliminary invoice issued by Useme will be treated as synonymous with reading the contents of the submitted work/files and consent to the payment of remuneration to the Freelancer.
2. The Employer declare the transaction concluded using the Useme services is not subject to compulsory social insurance and Useme is not obliged to discharge it in connection with these contributions. In particular, the Employer declare that the Freelancer is not Employer's employee, employed on the basis of a contract of employment.

3. Confirmation of the Freelancer's performance of the commissioned works shall be a list of works accepted by the Employer provided by the Freelancer, containing, among others order no., due date, the title of the work and amount of remuneration. The list, prepared by the Employer and forwarded to the Freelancer, shall be required to be uploaded to the Useme website by the Freelancer.

## § 2

1. Employer agree to present, upon Useme request, actual works made as part of transactions concluded via Useme website, if it proves necessary for Useme to prove that the transaction are cleared by the competent authorities, including in particular tax inspection authorities, Social Insurance Institution, courts, prosecutors.
2. If it is necessary for Useme to prove the correctness of transaction settlement before the authorities referred to in point 1 above, the Freelancer and the Employer agree to cooperate with Useme in this respect and to provide Useme with all information that may be useful in the course of proceedings.
3. The obligations of the Employer to Useme referred in paragraph 1 and 2 above apply for unlimited period, however, no longer than until the date the statute of limitations expires of possible tax claims (including interest)/claims in respect of Social Insurance Institution contributions that may arise in connection with the transaction concluded through the Useme website.

## § 3

1. Where:
  - a. The Employer do not fulfil the obligations referred to in § 2 paragraph 1 and 2,
  - b. As a result of tax audit/Social Insurance Institution, where it is found that the transaction concluded by the Freelancer and the Employer via Useme was factious, was subject to compulsory social insurance or was not a contract for work according to the provisions of the Civil Code,

the Employer shall be jointly liable to pay Useme a contractual penalty in the amount of twice the contract value.

2. A reservation in paragraph 1 contractual penalty does not exclude the possibility for Useme to claim damages on general terms beyond the reserved penalty.

## § 4

1. To all matters not settled herein provision of the Civil Code shall apply.
2. This Agreement shall be executed in two counterparts, one for each party.

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Useme Sp. z o.o.

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Employer