

FreelanceWorld.eu

PLATFORM NON-CIRCUMVENTION & DIRECT ENGAGEMENT TERMS

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Purpose of this document

These Non-Circumvention and Direct Engagement Terms ("NCA Terms") form part of the FreelanceWorld.eu Terms of Service. They protect the integrity of the Platform and the interests of both Clients and Freelancers by setting out when and how a direct working relationship may be formed outside the Platform, and what consequences apply if this rule is circumvented.

QUICK REFERENCE SUMMARY

Key Term	Summary
Non-Circumvention Period	12 months from first Profile Visibility Event
Applies to	Clients AND Freelancers — both parties
Trigger moment	Freelancer profile visible in any search, list, or result on the Platform
Permitted off-platform route	Pay the Conversion Fee before first off-platform engagement
Conversion Fee	1.5 × Freelancer's monthly rate (min. € 2,500)
Breach penalty	1.5 × Freelancer's monthly rate (min. € 2,500) per breach
Governing law	Dutch law (BW) / European Union law where applicable

This summary is provided for convenience only. The full terms in Sections 1–11 below govern in all cases.

1. DEFINITIONS

In these NCA Terms, the following capitalised terms have the meanings set out below:

"Client"	Any natural person or legal entity that registers an account on the Platform with the intent to engage or hire Freelancers.
"Freelancer"	Any natural person or legal entity that registers an account on the Platform and offers professional services for engagement by Clients.

"Party / Parties"	A Client and/or a Freelancer who are subject to these NCA Terms, individually or collectively as the context requires.
"Platform"	The FreelanceWorld.eu marketplace and any specialised sub-marketplace operated by FreelanceWorld.eu BV, including but not limited to SupportWorld.eu, and all features, services, and tools provided therein.
"Profile"	The page or record on the Platform that displays information about a Freelancer, whether or not such page has been opened or viewed in full by a Client.
"Profile Visibility Event"	Any moment at which a Freelancer's name, avatar, job title, summary, skill tags, or any other identifying information appears on a Client's screen as part of a search result, recommendation list, filter output, project suggestion, or any other Platform-generated display — regardless of whether the Client opens the full Profile or makes any contact.
"Platform Relationship"	The relationship between a Client and a Freelancer that is initiated or maintained through the Platform, commencing at the first Profile Visibility Event.
"Non-Circumvention Period"	The period of twelve (12) calendar months commencing on the date of the first Profile Visibility Event between a given Client and a given Freelancer.
"Direct Engagement"	Any working arrangement, contractual relationship, payment, or transfer of value between a Client and a Freelancer that takes place wholly or partially outside the Platform, regardless of whether such arrangement involves the same or different services, whether it is paid or unpaid, or whether a formal contract is concluded.
"Conversion Fee"	The fee payable by a Client to FreelanceWorld.eu BV in exchange for a release from the Non-Circumvention obligation in respect of a specific Freelancer, as specified in Section 5.
"Monthly Rate"	The Freelancer's applicable monthly compensation for full-time engagement (based on the rate published on the Profile or, if no published rate exists, the last agreed rate between the Parties or a reasonable market rate as determined by FreelanceWorld.eu BV).
"Breach Fee"	The amount payable upon a breach of these NCA Terms, as specified in Section 7.
"FreelanceWorld.eu BV"	FreelanceWorld.eu BV, registered in the Netherlands, operating the Platform.

2. SCOPE AND ACCEPTANCE

2.1. These NCA Terms apply to every Client and every Freelancer who registers an account on the Platform. By completing registration — including through a third-party single sign-on mechanism such as Google or Apple — each Party expressly accepts these NCA Terms.

2.2. These NCA Terms apply regardless of:

- (a) whether a Party has initiated any contact with another Party;
- (b) whether any contract or engagement has been concluded through the Platform; or

- (c) whether a Party has made any payment through the Platform.

2.3. These NCA Terms bind both Parties equally. The obligations set out in Section 4 apply to Clients in respect of Freelancers they have encountered, and to Freelancers in respect of Clients they have encountered, on or through the Platform.

2.4. If a Client uses the Platform as an employee, officer, agent, or representative of a legal entity, the Non-Circumvention obligation binds that legal entity and all other persons who represent it, including any successors and assigns of the business, in respect of any Freelancer encountered through the Platform.

3. PROFILE VISIBILITY EVENT — THE NON-CIRCUMVENTION TRIGGER

3.1. The Non-Circumvention Period commences at the moment of the first Profile Visibility Event. The following situations constitute a Profile Visibility Event without limitation:

- (a) A Freelancer's name, avatar, or any other identifying information appears in a Client's search results, even if the Client does not click on the Profile;
- (b) A Freelancer is displayed in a recommended or suggested talent list generated by the Platform;
- (c) A Client receives a notification, message, or alert containing a Freelancer's identifying information;
- (d) A Client views a Freelancer's full Profile page; or
- (e) A Freelancer's information is presented to a Client through any Platform feature, including project matching, team-building tools, or AI-assisted suggestions.

3.2. FreelanceWorld.eu BV maintains a log of Profile Visibility Events. This log constitutes prima facie evidence of the commencement date of the Non-Circumvention Period unless a Party can demonstrate manifest error.

3.3. The fact that a Client did not intentionally search for a specific Freelancer, or that the Profile Visibility Event arose automatically through Platform features, does not affect the commencement of the Non-Circumvention Period.

4. NON-CIRCUMVENTION OBLIGATION

4.1. During the Non-Circumvention Period, both Parties agree that any working relationship, contract, or arrangement between them — including any payment, transfer of value, or provision of services — shall take place exclusively through the Platform, unless:

- (a) a Conversion Fee has been paid in full in accordance with Section 5; or
- (b) one of the exceptions in Section 8 applies.

4.2. Without limiting the generality of clause 4.1, during the Non-Circumvention Period neither Party shall:

- (a) solicit, invite, accept, or agree to any Direct Engagement;
- (b) communicate with the other Party through channels outside the Platform for the purpose of arranging, conducting, or facilitating a Direct Engagement;
- (c) use information obtained through the Platform — including contact details, work history, or portfolio information — to identify or approach the other Party outside the Platform; or

(d) direct, encourage, or facilitate a third party (including colleagues, affiliated companies, or intermediaries) to approach or engage the other Party outside the Platform on their behalf.

4.3. The Non-Circumvention obligation does not prevent the Parties from:

- (a) communicating through the Platform's messaging and collaboration tools; or
- (b) sharing professional contact information after a contract has been formally concluded through the Platform, provided that such sharing is not used to circumvent these NCA Terms.

Important — equal obligation

Section 4 applies to both Clients and Freelancers. A Freelancer who initiates, accepts, or facilitates a Direct Engagement during the Non-Circumvention Period is equally in breach of these NCA Terms as a Client who does the same. The Breach Fee in Section 7 may be levied against either Party.

5. PERMITTED OFF-PLATFORM ENGAGEMENT — CONVERSION FEE

5.1. A Client may obtain a release from the Non-Circumvention obligation in respect of a specific Freelancer by paying the Conversion Fee to FreelanceWorld.eu BV before commencing any Direct Engagement.

5.2. The Conversion Fee is calculated as follows:

Conversion Fee = 1.5 × Freelancer's Monthly Rate

Minimum: € 2,500 (VAT excluded)

5.3. The Conversion Fee is a one-time, per-Freelancer, per-Client-entity fee. Once paid, the specific Client is released from the Non-Circumvention obligation in respect of that specific Freelancer for the duration of their Direct Engagement.

5.4. The Conversion Fee must be paid in full prior to the commencement of any Direct Engagement. FreelanceWorld.eu BV will issue a written confirmation of payment, which serves as evidence of the release.

5.5. It is the Client's responsibility to initiate the Conversion Fee payment through the Platform. The Freelancer shall notify FreelanceWorld.eu BV if they are approached by a Client seeking a Direct Engagement without a prior Conversion Fee confirmation.

5.6. FreelanceWorld.eu BV reserves the right to adjust the Conversion Fee formula upon thirty (30) days' written notice to registered users. The fee applicable at the time a Client initiates the conversion process shall apply.

6. DETERMINATION OF THE MONTHLY RATE

6.1. Where a Freelancer has an active hourly rate published on the Platform, the Monthly Rate is calculated as: published hourly rate × 160 hours (representing a full-time month of 40 hours per week × 4 weeks).

6.2. Where a Freelancer publishes a fixed monthly rate, that published rate is used.

6.3. Where a Client and Freelancer have completed one or more engagements through the Platform, the highest monthly compensation paid during any rolling four-week period in the most recent six months of engagement shall be used.

6.4. Where none of the above data points are available, FreelanceWorld.eu BV shall determine a reasonable Monthly Rate based on market benchmarks for the relevant role, seniority level, and geographic region. This determination is binding unless successfully challenged within ten (10) business days by written notice.

6.5. In all cases, the minimum applicable Conversion Fee and Breach Fee is € 2,500, regardless of the calculated Monthly Rate.

7. BREACH AND BREACH FEE

7.1. A breach of these NCA Terms occurs when:

- (a) a Direct Engagement commences or is attempted without prior payment of the Conversion Fee, during the Non-Circumvention Period; or
- (b) either Party facilitates, encourages, or knowingly assists the other Party or a third party in arranging a Direct Engagement in violation of Section 4.

7.2. Upon breach, the breaching Party shall pay to FreelanceWorld.eu BV a Breach Fee calculated identically to the Conversion Fee:

Breach Fee = 1.5 × Freelancer's Monthly Rate

Minimum: € 2,500 (VAT excluded) · Per breach

7.3. The Breach Fee is payable per breach. Where a Direct Engagement involves multiple assignments, projects, or invoicing periods, each calendar month of unauthorised Direct Engagement constitutes a separate breach.

7.4. The Breach Fee is a contractual penalty clause (in Dutch: boetebeding) within the meaning of Article 6:91 of the Dutch Civil Code. It represents a pre-estimate of the platform fees and indirect damages suffered by FreelanceWorld.eu BV as a result of circumvention, and is intended both as a genuine compensation of loss and as a deterrent. FreelanceWorld.eu BV reserves the right to claim additional damages beyond the Breach Fee if actual damages exceed the Breach Fee amount.

7.5. In addition to the Breach Fee, FreelanceWorld.eu BV may, at its discretion:

- (a) suspend or permanently terminate the account of the breaching Party;

- (b) remove the Freelancer's Profile from the Platform; or
- (c) take such other remedial action as is permitted under these NCA Terms or applicable law.

7.6. Where both a Client and a Freelancer are in breach, each Party is liable for the Breach Fee independently. Liability of one Party does not reduce or extinguish the liability of the other.

Practical note on enforcement

Payment of the Breach Fee does not retroactively authorise the Direct Engagement or release the breaching Party from the Non-Circumvention obligation for future activity. To lawfully continue a Direct Engagement after a breach, the Conversion Fee must still be paid separately.

8. EXCEPTIONS TO THE NON-CIRCUMVENTION OBLIGATION

The Non-Circumvention obligation in Section 4 does not apply in the following circumstances:

8.1. Prior relationship: The Client and Freelancer can demonstrate, through written evidence predating the relevant Profile Visibility Event, that they had an established professional relationship before either Party joined the Platform. The burden of proof lies with the Party asserting this exception.

8.2. Conversion Fee paid: The Client has paid the applicable Conversion Fee in accordance with Section 5 and has received written confirmation from FreelanceWorld.eu BV.

8.3. Expiry of Non-Circumvention Period: The Non-Circumvention Period of twelve (12) months has expired and no new Platform Relationship has been initiated since the expiry date.

8.4. Platform inoperability: FreelanceWorld.eu BV has ceased to operate the Platform in a manner that makes it technically impossible for the Parties to conduct their engagement through the Platform, provided that the Direct Engagement commences no earlier than thirty (30) days after the Platform becomes inoperable and the Parties have first notified FreelanceWorld.eu BV of the situation.

8.5. Mutual written release: FreelanceWorld.eu BV has issued a written release to both Parties in respect of a specific engagement, under terms separately agreed with FreelanceWorld.eu BV.

9. REPORTING OBLIGATIONS

9.1. If either Party is approached by the other Party — or by any third party acting on the other Party's behalf — to arrange or facilitate a Direct Engagement in potential violation of these NCA Terms, the approached Party shall notify FreelanceWorld.eu BV promptly and in any event within five (5) business days.

9.2. Reporting can be made through the Platform's designated reporting function or by email to the contact address published on the Platform.

9.3. FreelanceWorld.eu BV will treat all reports in confidence to the extent reasonably practicable. Reporting in good faith does not constitute a breach of any confidentiality obligation owed to the other Party.

9.4. Failure to report does not itself constitute a breach of these NCA Terms, but may be taken into account when assessing the culpability of the non-reporting Party in any dispute.

10. MUTUAL OBLIGATIONS AND GOOD FAITH

10.1. Both Parties shall act in good faith and in accordance with reasonable commercial standards of fair dealing in performing and interpreting these NCA Terms, in accordance with the Dutch principle of *redelijkheid en billijkheid* (reasonableness and fairness) under Article 6:2 and 6:248 of the Dutch Civil Code.

10.2. Neither Party shall design or implement arrangements intended to circumvent the spirit of these NCA Terms, including by using intermediaries, shell entities, personal relationships, or informal agreements to achieve an outcome that would constitute a Direct Engagement if conducted directly.

10.3. FreelanceWorld.eu BV commits to providing and maintaining a functional payment, contracting, and communication infrastructure on the Platform so that Parties are not unreasonably prevented from using the Platform as their exclusive method of engagement.

11. TERM, CESSATION OF USE, AND SURVIVAL

11.1. These NCA Terms remain in force for as long as a Party maintains an account on the Platform.

11.2. If either Party closes or ceases using their account, the Non-Circumvention obligation continues to apply in full for the remainder of any Non-Circumvention Period that was running at the time of account closure. Closing an account does not extinguish obligations already incurred.

11.3. The following sections survive termination or expiry of these NCA Terms indefinitely: Section 1 (Definitions), Section 7 (Breach and Breach Fee) with respect to breaches occurring prior to termination, Section 12 (Governing Law and Dispute Resolution), and Section 13 (General Provisions).

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. These NCA Terms are governed by and construed in accordance with the laws of the Netherlands, in particular the Dutch Civil Code (*Burgerlijk Wetboek*), without regard to conflict-of-laws rules that would require the application of another jurisdiction's law.

12.2. To the extent applicable, the provisions of European Union law — including Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services — prevail over any conflicting provision of these NCA Terms.

12.3. Any dispute, controversy, or claim arising out of or in connection with these NCA Terms, including disputes regarding the existence, validity, breach, or termination thereof, shall first be submitted to FreelanceWorld.eu BV for informal resolution. The Parties commit to engaging in good-faith negotiation for a period of thirty (30) days following written notice of a dispute.

12.4. If the dispute is not resolved within the thirty-day negotiation period, it shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

12.5. Nothing in this Section prevents FreelanceWorld.eu BV from seeking interim injunctive relief or a protective order from any competent court pending the resolution of a dispute.

13. GENERAL PROVISIONS

13.1. Entire agreement: These NCA Terms, together with the FreelanceWorld.eu Terms of Service and Privacy Policy, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and representations relating to non-circumvention.

13.2. Severability: If any provision of these NCA Terms is found to be invalid, unlawful, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions shall continue in full force and effect.

13.3. Amendment: FreelanceWorld.eu BV may amend these NCA Terms at any time upon thirty (30) days' written notice. Continued use of the Platform after the notice period constitutes acceptance of the amended terms.

13.4. Assignment: Neither Party may assign or transfer their rights or obligations under these NCA Terms without the prior written consent of FreelanceWorld.eu BV, except that FreelanceWorld.eu BV may assign these NCA Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets.

13.5. No waiver: A failure by FreelanceWorld.eu BV to enforce any provision of these NCA Terms on any occasion shall not constitute a waiver of the right to enforce that provision on any future occasion or against any other Party.

13.6. Language: These NCA Terms are issued in English. In the event of any conflict with a translated version, the English version shall prevail.

ACCEPTANCE

How acceptance is given

By completing registration on the Platform — including through a third-party login mechanism such as Google or Apple — and by ticking the acceptance checkbox presented during the registration flow, each Party confirms that they have read, understood, and agree to be bound by these Non-Circumvention and Direct Engagement Terms in full.

These NCA Terms are made available for reference at all times in the legal documentation section of the Platform.

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