



# Terms of Service

Last Updated: March 19, 2025

## Article 1. Definitions

In these Terms of Service, the following terms shall have the following meaning:

- **FairChain Workforce:** FairChain Workforce B.V., registered in the Netherlands.
- **Terms of Service:** The present document outlining the terms and conditions applicable to FairChain Workforce's Services.
- **Services:** The talent sourcing, recruitment, and remote work facilitation services provided by FairChain Workforce.
- **Intellectual Property Rights:** All intellectual property rights, including copyrights, trademarks, patents, trade names, database rights, know-how, and domain names.
- **Client:** Any individual or entity utilizing FairChain Workforce's Services for hiring talent.
- **Candidate:** Any professional registered with FairChain Workforce for job placement opportunities.
- **Agreement:** The contract between FairChain Workforce and the Client or Candidate specifying the terms of engagement.
- **Parties:** FairChain Workforce and Client or Candidate collectively.

## Article 2. Applicability

1. These Terms of Service apply to all Agreements between FairChain Workforce and Clients or Candidates.
2. Any terms and conditions of the Client or Candidate that conflict with these Terms are explicitly rejected unless agreed upon in writing.
3. FairChain Workforce reserves the right to amend these Terms at any time. Substantial changes take effect one (1) month after notice.
4. These Terms also apply when third-party services are engaged by FairChain Workforce to fulfill its obligations.

## Article 3. Establishment of Agreement

1. Offers and quotations from FairChain Workforce are non-binding unless explicitly stated otherwise.
2. If a Client submits an assignment without prior written acceptance from FairChain Workforce, the Agreement is only valid upon written confirmation from FairChain Workforce.
3. Any offer covering multiple Services does not obligate FairChain Workforce to deliver a partial Service for a proportional price.
4. Offers, price quotations, and rates do not automatically apply to future assignments.



## Article 4. Services Provided

FairChain Workforce specializes in connecting highly skilled finance professionals from Africa with European companies for remote employment opportunities. Our approach addresses common challenges in traditional outsourcing by ensuring smooth integration, mutual understanding, and sustainable results through a structured four-step process:

1. **Intake Phase:** Our Dutch account managers collaborate closely with clients to clarify job requirements, company culture, and operational goals, ensuring alignment before any collaboration begins.
2. **Dedicated Workforce:** Professionals commit to full-time or a minimum of 20 hours per week, ensuring consistent performance and deeper engagement with client projects.
3. **On-the-Ground Management:** European managers stationed at our African business centers in Kenya and Ethiopia act as intermediaries, bridging cultural and communication gaps to help African talent seamlessly adapt to European workflows.
4. **Regular Client Meetings:** Frequent check-ins with dedicated Dutch account managers help track progress, address concerns promptly, and ensure continued satisfaction with our workforce.

These services are designed to provide European businesses with access to a cost-effective, motivated workforce while enabling African professionals to secure well-paying jobs in international markets remotely.

In the context of our Terms of Service, this means that our agreements will outline the responsibilities and expectations of both FairChain Workforce and our clients, ensuring clarity on aspects such as service delivery, communication protocols, confidentiality, and performance standards. This structured approach ensures that all parties are aligned and can work together effectively to achieve mutual success.

5. **Scope of Financial Services:** FairChain Workforce offers a comprehensive range of financial services, including but not limited to:
  - Financial administration
  - Reporting and analysis
  - Cash flow management
  - Strategic financial advice
  - Payments and reconciliation
  - Customer statements
  - Budget-actuals forecasting
  - Annual reporting
6. These services are tailored to meet European standards and are designed to integrate seamlessly into the client's existing operations.

## Article 5. Obligations of the Client and Candidate

1. Clients and Candidates must provide all necessary information and cooperate fully for the proper execution of the Services.



2. FairChain Workforce may suspend Services if the required information is not provided in a timely manner, without liability for damages resulting from delays.
3. Clients and Candidates agree to use FairChain Workforce's Services solely for lawful and intended purposes.
4. **Selection of Professionals:** Clients are encouraged to participate in the selection process of individual professionals to ensure alignment with their company culture and specific requirements. This approach fosters a sense of belonging and motivation among the professionals, leading to proactive problem-solving and seamless integration into the client's team.
5. **Provision for Absences:** Clients acknowledge that FairChain Workforce maintains overcapacity to ensure continuity of services. In the event that a FairChain Worker is sick or on holiday, a qualified substitute will be provided to ensure that work continues seamlessly without disruption.

## Article 6. Fees and Payment

1. All fees and rates are quoted in Euros and are exclusive of VAT unless otherwise stated.
2. Clients must pay invoices within 30 days of issuance. Late payments shall incur penalties and possible suspension of Services.
3. Disputes over invoices must be raised in writing within 14 days of receipt, but shall not suspend payment obligations.
4. FairChain Workforce reserves the right to adjust its fees annually based on the consumer price index without requiring Client consent.

## Article 7. Termination of Agreement

1. The term of the Agreement is specified in the contract.
2. FairChain Workforce may terminate the Agreement with a one-month written notice without liability for damages.
3. The Client may also terminate the Agreement with at least one month's notice.
4. Either Party may immediately terminate the Agreement if the other Party becomes insolvent, bankrupt, or undergoes liquidation.
5. If termination occurs after Services have been provided, any outstanding payments remain due and are non-refundable.

## Article 8. Intellectual Property Rights

1. Intellectual Property Rights on materials submitted by the Client or Candidate remain with them. However, FairChain Workforce is granted a license to use such materials for Service execution.
2. Any Intellectual Property Rights developed by FairChain Workforce remain its exclusive property unless agreed otherwise in writing.

## Article 9. Limitation of Liability



1. FairChain Workforce's liability is limited to direct damages arising from a breach of obligations.
2. Direct damages include reasonable costs for damage prevention, rectification of mistakes, and verification of damage extent.
3. FairChain Workforce shall not be liable for indirect damages such as lost profits, reputation damage, or business interruption.
4. Liability shall not exceed the total fees paid under the relevant Agreement.
5. Claims must be submitted within one (1) year of the incident causing the damage.

## **Article 10. Miscellaneous**

1. The Client or Candidate may not transfer rights or obligations under the Agreement without prior written consent from FairChain Workforce.
2. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to apply.
3. The Agreement shall be governed by Dutch law, and disputes shall be submitted to the competent court in the Netherlands.
4. **Cultural and Communication Considerations:** Clients acknowledge that while there may be cultural differences between the Netherlands and countries like Kenya and Ethiopia, FairChain Workforce addresses these through:
  - European managers stationed in the African Business Centers to bridge cultural and communication gaps.
  - Regular check-ins with Dutch account managers to ensure effective communication and alignment.
  - Selection of professionals with a C1+ English proficiency level to ensure smooth communication.