

Deel Advance Terms of Service

DEEL CASH ADVANCE AGREEMENT

Version 1.0

Last Updated: April 24, 2020

By clicking "I Agree", you (the "**Contractor**") consent to the terms of this Deel Cash Advance Agreement (the "Agreement"). This Agreement is between you and Deel, Inc. ("**Deel**," "**we**," "**our**," or "**us**") (together, the "**Parties**") and contains the terms and conditions that apply to the revenue advance you are requesting from us. Deel's Privacy Policy (located at <https://www.deel.com/privacy>) and the Deel Platform Terms of Service ("**Deel Platform Agreement**") (located at <https://www.deel.com/terms>) also apply to this Agreement. PLEASE BE AWARE THAT BY CONSENTING TO THESE TERMS, YOU ARE GIVING UP YOUR RIGHT TO BRING A CONSOLIDATED OR CLASS ACTION LAWSUIT AGAINST US, AND YOU ARE AGREEING TO RESOLVE ANY DISPUTES WITH DEEL THROUGH BINDING ARBITRATION, AND NOT IN COURT, AS SET FORTH IN SECTION 11 OF THIS AGREEMENT. YOU ARE ALSO GIVING UP YOUR RIGHT TO A JURY TRIAL. PLEASE READ SECTION 11 OF THIS AGREEMENT CAREFULLY. IF YOU DO NOT UNDERSTAND WHAT THESE TERMS MEAN, CONTACT US WITH ANY QUESTIONS BEFORE CLICKING "I AGREE".

DEEL CASH ADVANCE TRANSACTION SUMMARY:

Contractor	Name: Ömer Orhan Address: Özeke Sokak Bursa, 16110 TR	
Agreement Date	January 10, 2023	
Payment Date	February 10, 2023	
Length	31	This is the number of days between the Agreement Date and the Payment Date, which is used to determine the Discount Rate.
Advance Amount	USD, 6000.00	This is the amount we will pay you when you assign the

		Purchased Revenue Amount to us.
Discount Rate	3.00%	This is the percentage of the Advance Amount that will be used to determine your liability to us under this Agreement.
Estimated Annualized Rate	35.32%	This is the estimated cost of your financing, including the discount rate, expressed as a yearly rate. It incorporates the amount and timing of the funding you receive and the amount we will receive. This estimate assumes you will sell, assign, and transfer rights to receive the Purchased Revenue Amount on the Agreement Date, and that your payment to us will be made on the Payment Date.
Discount Amount	USD, 180.00	This is the Discount Rate multiplied by the Advance Amount. There is no fee when the Advance Amount is less than or equal to US\$50.
Purchased Revenue Amount	USD, 6180.00	This is the amount we have rights to under this Agreement.
Estimated Payment Amount and Frequency	You are selling the right to receive revenues earned from your Content Channels in the future, so payments to us will occur once revenues are received into your Bank Account, as described further in Section 2. You may be liable to us if you Breach this Agreement.	
Prepayment Policy	You may prepay any amounts due under this Agreement. Prepayment will not result in any fees or charges.	

1. **Deel Contractor Cash Advances – How It Works.** To apply for an advance on your Contractor revenue (an "**Advance**"), you must be a Contractor in good standing with several months of consistent revenue history, and you agree that you are requesting an Advance solely for business purposes, and not for personal, consumer, or household use. To obtain an Advance, you agree to sell, assign, and transfer to Deel the right to receive a specified amount (the "**Purchased Revenue Amount**") of the funds that you will earn from your Clients in the future ("**Future Revenue**") at a discounted rate (the "**Discount Rate**"). To calculate the amount of funds you will assign to us, Deel multiplies the funds you will receive up front (the "**Advance Amount**") by the Purchased Revenue Amount by the Discount Rate (the "**Discount Amount**"), and then we add the Discount Amount to the Advance Amount to get the Purchased Revenue Amount. The Purchased Revenue Amount may not exceed \$20,000.

For example, if you request a \$1,000 Advance and the Discount Rate is 2%, the Advance Amount will be \$1,000, the Discount Amount will be \$20 and the Purchased Revenue Amount will be \$1,020.

2. **Payment of Advance and Purchased Revenue Amount.** We will make the Advance Amount available for withdrawal from your Deel Account within 24 hours after we approve your application. By selling us a portion of your Future Revenues, you are granting us the right to deduct funds from your Future Revenues in your Deel Account until we have received the Purchased Revenue Amount. We will attempt to deduct the full Purchased Revenue Amount on the day of you receive your next scheduled Contractor payment (the "Payment Date"). If the Future Revenues you receive on the Payment Date are less than the Purchased Revenue Amount, we will continue to attempt to deduct funds from your Future Revenues on each of your next scheduled payment dates until we have received the full Purchased Revenue Amount. The Advance Amount, Discount Rate, Discount Amount, Purchased Revenue Amount and Payment Date are indicated on your application (the "**Transaction Summary**"). The Transaction Summary will also be available when you log in to your Deel Account.

3. **Contractor Obligations.** During the Agreement Term (as defined in Section 10), and unless Deel agrees otherwise in writing:

1. You must not sell, transfer, assign or grant a security interest or lien in the Purchased Revenue Amount to another party;
2. You must not sell, transfer or otherwise encumber any of work product or services you provide under existing agreements between you and your

Clients;

3. You must not allow another party to assume or take over the operation or control of your business; You must not terminate your Deel Account unless and until Deel has received the Purchased Revenue Amount in full; and

4. You must remain in full compliance with the Deel Platform Agreement.

4. **Contractor Due Diligence.** You will cooperate fully with Deel to take all actions necessary to meet each obligation in this Agreement and to enable Deel to exercise its rights under this Agreement, including providing a full response to Deel within 2 business days after receiving a request for information about your business or your compliance with this Agreement.

5. **Your Advance Is Not A Loan.** You agree that your Advance is not intended to be, nor may it be construed as a loan or any other lending or credit transaction, and that it represents a bona fide purchase by Deel of your Future Revenues. We do not maintain any security interest in or lien on your Future Revenues, and we do not charge you any origination or broker fees to sell your Future Revenues to us. We do not have the right to require a guarantee or security deposit on your Future Revenue as a security against our failure to collect the Purchased Revenue Amount. We do not charge any interest, finance charges, late fees or other similar fees (except as permitted by applicable law in connection with civil judgments) on Advances. The Purchased Revenue Amount will not change based on the amount of time it takes for you to earn Future Revenue or the amount of time it takes for us to receive the Purchased Revenue Amount. If you generate insufficient Future Revenues for us to receive the Purchased Revenue Amount, you will not owe the shortfall to Deel, and we may not collect the shortfall in any debt collection proceedings or otherwise. However, if you cease to be a Deel Contractor prior to Deel's receipt of the Purchased Revenue Amount, and you continue to generate revenue from substantially the same line of business, whether on another platform or through a direct relationship with your Clients, we reserve the right to enforce the terms of this Agreement against any future revenues you receive on such other platform or through the Client relationship, and you agree to immediately transfer to us any amounts we have purchased but not received as of the date you closed your Deel Account. You agree that you will never institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action at law or in equity against Deel for a claim of usury, a claim that Deel is required to have any lending licenses, or any other claim alleging that the Advance paid by Deel in exchange for the Purchased Revenue Amount is, or should be construed as, a loan from Deel to

you. The preceding sentence is a covenant not to sue and not a release. If you breach or in any way violate the terms of this Section 5, you agree to reimburse Deel for the payment of all attorneys' fees, costs and expenses of every kind for the enforcement of Deel's rights and remedies under this Agreement and all other damages arising from that Breach. You agree that neither party to this Agreement is a "consumer" with respect to this Agreement, and that any Advance you receive from Deel may not be construed as a consumer transaction.

6. Ownership of Future Revenues. Deel is purchasing your Future Revenue at a discount. You acknowledge that you have no right to repurchase the Purchased Revenue Amount from Deel. Deel will be the sole and exclusive owner of the Purchased Revenue Amount sold by you to Deel, and the Purchased Revenue Amount and any related proceeds will not be part of your estate in the event of bankruptcy or insolvency. Nothing in this Agreement will obligate either party to enter into an additional agreement for the sale and purchase Future Revenues.

7. Contractor's Representations and Warranties. You represent and warrant the following as of the Agreement Date and during the term of this Agreement:

1. That you are not contemplating terminating your business or ceasing to provide services to clients.
2. That you have not commenced any case or proceeding seeking protection under any bankruptcy or insolvency law, or have had any such case or proceeding commenced against you, and you are not contemplating commencing any such case or proceeding;
3. That your Future Revenue is free and clear of all claims, liens or encumbrances of any kind whatsoever; That you do not intend to temporarily halt the production of goods or the provision of services in the next twelve months;
4. That you receive all the revenue you earn from your Clients through the Deel Platform, and not by other means, such as by direct transfer or using another payment platform;
5. You will not enter into a concurrent agreement for the purchase and sale of your Future Revenue with any person other than Deel;
6. You will not attempt to revoke Deel's authorization to withhold the Purchased Revenue Amount as from your Revenues as set forth in this Agreement or otherwise take any measure to interfere with Deel's ability to collect the funds that you receive from your Clients through the Deel Platform;

7. You will not conduct your business under any name other than as disclosed to Deel without Deel's prior written consent; and

8. You represent that the information you provided Deel in your application is true and accurate in all respects.

8. Breach and Remedies. A "Breach" includes any of the following events: (a) the breach by Contractor of any covenants contained in this Agreement; and (b) any representation or warranty made by the Contractor in this Agreement, proving to have been incorrect, false, or misleading in any material respect. Deel is entitled to all remedies available under law and equity, including the right to non-judicial foreclosure, and to receive all Indemnified Amounts (as defined in and in accordance with Section 9) from Contractor. If Contractor breaches any of the Contractor's covenants specified in this Agreement, Contractor agrees that Deel will be entitled to damages equal to the amount by which the cash attributable to the Purchased Revenue Amount and any other amounts Deel is entitled to receive exceeds the amount of cash received from Future Revenues that have previously been delivered by or on behalf of Contractor to Deel pursuant to this Agreement. Contractor agrees that Deel and Processor may automatically debit or otherwise withdraw such damages from Contractor's Deel Account.

9. Indemnification; Limitation of Liability. In the event of a Breach, Contractor will assume liability for and hereby agrees to indemnify, protect, and hold harmless Deel, its affiliates, and its and their officers, directors, employees, agents, representatives and assignees (collectively, the "Indemnified Parties"), from and against any and all liabilities, claims, losses, obligations, damages, penalties, suits, actions, controversies, or proceedings of any kind, imposed upon, incurred by, or asserted against any of the Indemnified Parties, in any way arising from (a) actions taken in reliance upon information or instructions provided to the Deel by or on behalf of Contractor, (b) the occurrence or termination of this Agreement, or (c) in connection with, relating to, or incident to such Breach (collectively, "Indemnified Amounts"), including the payment of all costs and expenses of every kind for the enforcement of Deel's rights and remedies under this Section 9, including reasonable attorneys' fees, costs of any trial, appellate court proceeding, administrative proceeding, or any negotiations or consultations with respect to any such Breach. In no event will Deel or its officers, directors, employees, agents, representatives and assignees be liable for any claims asserted by Contractor under any theory of law or statute, including any tort or contract theory for lost profits, lost revenues, lost business opportunities,

exemplary, punitive, special, incidental, indirect or consequential damages, each of which you expressly waive to the fullest extent permitted by law.

10. Term and Termination. The term of this Agreement will begin on the Agreement Date and continue, unless terminated earlier by Deel, until the date on which Deel receives the full Purchased Revenue Amount (the "Agreement Term"). Because Deel is not providing you with a loan under this Agreement, there are no scheduled payments or a specified term for repayment. Deel may immediately terminate this Agreement if you fail to cure a Breach of this Agreement within 5 business days after receiving notice of the Breach from Deel.

11. Arbitration; Waiver of Jury Trial. THE PARTIES AGREE TO RESOLVE ALL DISPUTES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AS PROVIDED IN THIS SECTION 11. ANY ARBITRATION OR OTHER LEGAL PROCEEDING UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY FORM WITH OTHER ARBITRATORS OR PARTIES TO FORM A CONSOLIDATED OR CLASS ACTION. EACH PARTY WAIVES ITS RIGHTS TO PARTICIPATE IN A CONSOLIDATED ACTION AGAINST THE OTHER PARTY.

The Parties agree to first attempt to resolve disputes in good faith and in a timely manner. Where no resolution can be found, disputes will be resolved by arbitration in San Francisco, California before a single arbitrator, as provided in this section 11. Arbitration will be administered by JAMS according to the rules and procedures in effect at the time the arbitration is commenced. Disputes with amounts claimed greater than \$250,000 will apply the JAMS Comprehensive Arbitration Rules and Procedures; and Disputes with amounts claimed less than or equal to \$250,000 will apply the JAMS Streamlined Arbitration Rules. The arbitrator will apply the substantive law of the state of California. If JAMS cannot administer the dispute, either party may petition the US District Court for the Northern District of California to appoint an arbitrator. The Parties acknowledge that transactions under this Agreement may involve matters of interstate commerce and, notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Platform Agreement. Either party may commence arbitration by providing a written demand for arbitration to JAMS and the other party detailing the subject of the dispute and the relief requested. Each party will continue to perform its obligations under this Agreement unless that obligation or the amount (to the extent in dispute) is itself the subject of the dispute. Nothing in this Agreement affects the right of a party to seek urgent injunctive or declaratory relief from a court of appropriate jurisdiction to in respect of a dispute or any matter arising under this

Platform Agreement. The prevailing party is entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded. Proceedings and information related to them will be maintained as confidential, including the nature and details of the dispute, evidence produced, testimony given, and the outcome of the dispute, unless such information was already in the public domain or was independently obtained. The Parties, and all witnesses, advisors, and arbitrators will only share such information as necessary to prepare for or conduct arbitration or other legal proceeding, or enforcement of the outcome, unless additional disclosure is required by law.

12. **Confidentiality.** This Agreement, and the fact that Deel is offering, and you are receiving an Advance constitute Deel's confidential information, and you may not use or disclose this information without Deel's prior written consent. Without limiting your obligation with respect to non-disclosure of our confidential information, any non-disclosure obligations in the Deel Platform Agreements also apply to such information.
13. **Other Terms.** This Agreement supplements your Deel Platform Agreement, although the terms of the Deel Platform Agreement apply only to the extent relevant to the Advance transactions described in this Agreement (including terms describing liability, indemnification, dispute resolution, governing law, and notices). Undefined capitalized terms have the meaning given them in the Deel Platform Agreement. To the extent the terms of this Agreement conflict with the terms of the Deel Platform Agreement, the terms of this Agreement will prevail with respect to any Advance transaction. This Agreement and the Deel Platform Agreement represent the entire agreement between the Parties pertaining to your Advance. Except as amended by this Agreement with respect to an Advance, all terms and conditions of the Deel Platform Agreement remain in full force and effect. Except as otherwise expressly stated in this Agreement, this Agreement may only be modified or supplemented in writing signed by you and Deel. You may not assign or delegate any of your rights or obligations or any interests under this Agreement without the prior written consent of Deel; however, Deel reserves the right to assign or delegate this Agreement or any of its rights or obligations with or without prior notice to you. All notices, requests, demands and other communications between the Parties will be in writing and will be delivered by electronic mail to the email address provided by you in the Application, or to Deel at: support@deel.com. Sections 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination or expiration of this Agreement.