

FLEXIWORK PTE. LTD.

Terms of Service

Including Data Protection Agreement (Schedule 1)

Version	1.0
Effective Date	March 2026
Governing Law	Singapore
Entity	FlexiWork Pte. Ltd.
UEN	202550322H
Registered Address	60 Paya Lebar Road, #06-28, Paya Lebar Square, Singapore 409051
Contact	legal@joinflexi.work

IMPORTANT — PLEASE READ CAREFULLY

These Terms of Service form a legally binding contract between you and FlexiWork Pte. Ltd. By registering for or using the FlexiWork platform, you confirm that you have read, understood, and agree to be bound by these Terms in their entirety.

The FlexiWork platform operates in Singapore only. These Terms are governed by Singapore law.

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PART A — GENERAL TERMS

The General Terms in Part A apply to all use of the FlexiWork platform, whether you are using the SaaS platform (Part B), the Gig Platform (Part C), or both.

1. About FlexiWork and These Terms

1.1 Who We Are

FlexiWork Pte. Ltd. (UEN: 202550322H) is a company incorporated in Singapore with its registered office at 60 Paya Lebar Road, #06-28, Paya Lebar Square, Singapore 409051. References to "FlexiWork", "we", "us", or "our" are references to FlexiWork Pte. Ltd.

You can contact us at: legal@joinflexi.work

1.2 What These Terms Cover

These Terms govern your access to and use of:

- **The FlexiWork SaaS platform** (the Rosta scheduling module and PayOut pay calculation module) — described in Part B; and
- **The FlexiWork Gig Platform** — a technology marketplace through which Employers post shifts and verified Gig Workers apply and are engaged — described in Part C.

These Terms also include Schedule 1 (Data Protection Agreement), which forms part of this contract.

1.3 Singapore Only

The FlexiWork platform operates in Singapore only. These Terms, and all services offered under them, are available exclusively to businesses and individuals based in Singapore. We do not offer services in any other jurisdiction at this time.

1.4 Business Customers Only

The FlexiWork platform is intended for use by businesses and individuals acting in a professional or commercial capacity. We do not contract with consumers acting outside any trade, business, or profession.

1.5 Formation of Contract

A binding contract is formed when you tick the acceptance checkbox during registration and submit your sign-up form. If you are registering on behalf of a business, you confirm that you have authority to bind that business to these Terms.

2. Definitions

"Account"	Your registered profile on the FlexiWork platform, created at sign-up.
"Authorised User"	Any employee or representative of yours who you permit to access the platform under your Account.
"Booking"	A confirmed arrangement on the Gig Platform where an Employer has selected a Gig Worker for a specified Shift.
"Content"	Data, text, information, or materials that you upload, input, or submit to the platform.
"Customer" / "you" / "your"	The business or individual that has accepted these Terms and holds an Account.
"Employer"	A Customer who uses the Gig Platform to post Shifts and engage Gig Workers.

"Escrow"	The amount held by the Payment Processor on behalf of FlexiWork following a Booking, pending release upon Shift completion and Timesheet approval.
"Fees"	All amounts payable by you, including Subscription Fees and Platform Fees.
"Force Majeure Event"	Any event beyond a party's reasonable control, including pandemic, natural disaster, government action, or infrastructure failure.
"Gig Platform"	The FlexiWork technology marketplace described in Part C, through which Employers post Shifts and Gig Workers apply.
"Gig Worker"	An individual registered on the Gig Platform who applies for and completes Shifts for Employers. Gig Workers are platform workers within the meaning of the Platform Workers Act 2024.
"Intellectual Property Rights"	Patents, copyright, trade marks, trade secrets, database rights, and all other intellectual and industrial property rights.
"MOM"	The Ministry of Manpower of Singapore.
"Payment Processor"	Stripe, the third-party payment service provider used to process payments on the Gig Platform.
"Platform"	The FlexiWork web application, any future mobile application, and all related software and infrastructure operated by FlexiWork Pte. Ltd.
"Platform Fee"	The fee charged by FlexiWork to the Employer for use of the Gig Platform, being 15% of the Gig Worker's pay for a Shift. See Clause 25.
"Platform Workers Act"	The Platform Workers Act 2024 (Singapore), as amended from time to time.
"PDPA"	The Personal Data Protection Act 2012 (Singapore), as amended from time to time.
"SaaS Service"	The software-as-a-service product described in Part B, comprising the Rosta scheduling module and PayOut pay calculation module.
"Shift"	A defined period of work posted by an Employer on the Gig Platform, specifying date, time, outlet location, role, tasks, and pay rate.
"Subscription Fee"	The monthly fee payable for access to the SaaS Service, as set out at the time of sign-up.
"Timesheet"	The record of a Gig Worker's clock-in and clock-out times for a Shift, generated automatically by the Platform.
"WIC"	Work Injury Compensation insurance as required under the Platform Workers Act 2024.

3. Eligibility and Registration

3.1 Eligibility

To register as a Customer, you must:

- be a business or individual acting in a professional or commercial capacity;
- be registered or based in Singapore;
- have legal authority to enter into binding contracts; and
- not be prohibited from using our services under applicable Singapore law or a previous suspension or ban imposed by FlexiWork.

3.2 Registration Information

When registering, you must provide accurate, current, and complete information, including your business name, UEN (where applicable), contact details, and industry. You agree to update your Account details promptly if any information changes. FlexiWork reserves the right to verify information provided and request supporting documentation.

3.3 Multiple Accounts

Each business may hold one Account. Creating multiple Accounts to circumvent restrictions or pricing is prohibited and grounds for immediate termination.

4. Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activity under your Account. You must notify us immediately at security@joinflexi.work if you suspect any unauthorised access. FlexiWork will not be liable for losses arising from unauthorised use where you failed to take reasonable steps to protect your credentials.

5. Acceptable Use

5.1 Permitted Use

You may use the Platform only for lawful business purposes consistent with these Terms and all applicable Singapore laws and regulations.

5.2 Prohibited Conduct

You must not:

- use the Platform for any unlawful, fraudulent, defamatory, or harmful purpose;
- attempt to gain unauthorised access to any part of the Platform or related systems;
- use automated tools or scrapers to extract data from the Platform without prior written consent;
- reverse engineer or attempt to extract the source code of the Platform;
- resell or sublicense access to the Platform to third parties without our written agreement;
- use the Platform in a way that adversely affects its performance for other users;
- circumvent any security or authentication feature of the Platform; or
- use the Platform to facilitate any activity that breaches Singapore employment law, MOM regulations, or the Platform Workers Act 2024.

6. Intellectual Property

6.1 Our IP

All Intellectual Property Rights in the Platform — including software, design, code, content, logos, and databases — are owned by or licensed to FlexiWork Pte. Ltd. Your right to use the Platform is a limited, non-exclusive, non-transferable licence that ends when your Account closes or these Terms end.

6.2 Your Content

You retain all Intellectual Property Rights in Content you upload. By uploading Content, you grant FlexiWork a limited, royalty-free licence to process, store, and display it solely to provide the Platform services to you.

6.3 Feedback

If you provide feedback or suggestions about the Platform, you grant FlexiWork a perpetual, irrevocable, royalty-free licence to use that feedback for any purpose without obligation to you.

7. Payments and Payment Processing

All payments on the Platform are processed through Stripe, a third-party payment service provider. By providing payment details, you agree to Stripe's terms and conditions. FlexiWork does not store full card

numbers. All Fees are stated exclusive of applicable Singapore GST unless otherwise indicated. Where GST applies, it will be added to your invoice at the prevailing rate.

Late or failed payments may result in suspension of access to the Platform until payment is received.

8. Limitation of Liability

8.1 Cap on Liability

Subject to Clause 8.3, FlexiWork's total aggregate liability to you under or in connection with these Terms (whether in contract, tort, or otherwise) shall not exceed the total Fees paid by you to FlexiWork in the six (6) months immediately preceding the event giving rise to the claim.

8.2 Excluded Losses

Subject to Clause 8.3, FlexiWork shall not be liable for any:

- loss of profits, revenue, or business;
- loss of anticipated savings;
- loss or corruption of data;
- loss of goodwill or reputation; or
- indirect, consequential, or special loss,

whether or not foreseeable and whether or not FlexiWork had been advised of such possibility.

8.3 Uncapped Liability

Nothing in these Terms limits or excludes liability for fraud or fraudulent misrepresentation, or any liability that cannot lawfully be limited or excluded under applicable Singapore law.

9. Indemnification

You agree to indemnify and hold FlexiWork, its directors, employees, and agents harmless from and against any claims, losses, damages, costs (including legal fees), and liabilities arising from: your breach of these Terms; your breach of any applicable law or regulation; Content you upload to the Platform; or any third-party claim arising from your use of the Platform or your treatment of Gig Workers.

10. Term and Termination

10.1 Duration

These Terms continue for as long as you hold an active Account, subject to earlier termination.

10.2 Termination by You

You may terminate by cancelling your Account in accordance with Clause 17 (SaaS) or by giving written notice to legal@joinflexi.work (Gig Platform-only Accounts). Termination takes effect at the end of your current billing period. No refund is payable for any unused portion.

10.3 Termination by FlexiWork

FlexiWork may terminate immediately on written notice if you commit a material breach incapable of remedy or unremedied within 14 days of notice; you become insolvent or enter judicial management; you engage in fraudulent or illegal conduct; or we are required to do so by law or a Singapore regulatory authority. FlexiWork may also terminate without cause on 30 days' written notice.

10.4 Effect of Termination

On termination: your Platform access ceases; all outstanding Fees become immediately due; accrued rights are preserved; and FlexiWork retains your data in accordance with Schedule 1 and our Privacy Policy.

11. Amendments

FlexiWork may amend these Terms from time to time. Where changes are material, we will give you at least 30 days' written notice by email. Your continued use of the Platform after the notice period constitutes acceptance. If you do not accept the amended Terms, you may terminate before they take effect and we will refund any prepaid Fees for the post-termination period.

12. General Provisions

12.1 Governing Law and Jurisdiction

These Terms and any dispute arising from or in connection with them are governed by the laws of Singapore. Each party irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.

12.2 Entire Agreement

These Terms constitute the entire agreement between you and FlexiWork in relation to their subject matter and supersede all prior agreements.

12.3 Severability

If any provision is found unenforceable, it will be modified to the minimum extent necessary or severed. Remaining provisions continue in full force.

12.4 Waiver

No failure or delay by FlexiWork in exercising any right operates as a waiver.

12.5 No Partnership or Agency

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

12.6 Force Majeure

Neither party shall be liable for delay or failure to perform obligations to the extent caused by a Force Majeure Event, provided the affected party notifies the other promptly and takes reasonable steps to mitigate the impact.

12.7 Notices

Notices to FlexiWork must be sent to legal@joinflexi.work or our registered address. Notices to you will be sent to your registered Account email address.

PART B — SAAS PLATFORM TERMS

Part B governs your use of the FlexiWork SaaS Service (Rosta and PayOut modules). In the event of conflict between Part A and Part B, Part B prevails in respect of the SaaS Service.

13. Service Description

13.1 What the SaaS Service Includes

The SaaS Service provides, depending on your Subscription Plan:

- **Rosta** — roster scheduling, staff availability management, shift swap requests, digital clock in/out, task management, multi-outlet management, and mixed workforce management (full-timers, part-timers, and gig workers); and
- **PayOut** — hours-by-rate pay calculation, configurable overtime and public holiday pay rules, custom leave types, and a pay-ready export for your payroll provider.

PayOut calculates pay based on the rules you configure. It is not a payroll bureau and does not submit information to IRAS or process CPF contributions on your behalf. Full payroll submission functionality may be offered as a separate add-on in future.

13.2 Modifications to the Service

FlexiWork may update or add features at any time. We will not remove material functionality from a Subscription Plan without giving you at least 30 days' notice and the option to cancel without penalty.

14. Free Trial

New Customers are eligible for a 30-day free trial on their selected Subscription Plan. During the trial: you have full access to all plan features; no payment card is required to start; and the trial begins on your registration date. At the end of the 30-day trial, if you have added a valid payment card, your subscription activates automatically and your first billing period begins. If no card is added, your Account is paused and your data retained for a further 30 days before deletion. Each business is entitled to one free trial only.

15. Subscription Plans and Pricing

15.1 Plans

The SaaS Service is available on the following plans (worker counts refer to your total workforce across all outlets):

Plan	Worker Count	Price Lock Price	Full Price
Starter	Up to 20 workers	S\$39.50/mo*	S\$79/mo
Growth	Up to 50 workers	S\$64.50/mo*	S\$129/mo
Pro	Up to 150 workers	S\$99.50/mo*	S\$199/mo
Enterprise	150+ workers	By agreement	By agreement

* Price Lock pricing, available for the first 6 months of your subscription. See Clause 16.

All plans include unlimited outlets, Rosta, PayOut, and Gig Platform access (posting shifts is free; 15% fee applies only on completed Bookings).

15.2 Subscription Billing

Subscription Fees are billed monthly in advance, starting from the date your subscription activates. Payment is collected automatically from your registered payment method on each monthly anniversary of your subscription start date.

15.3 Failed Payments

If a payment fails, we will notify you and attempt collection again within 7 days. If payment continues to fail after a further 7 days, we may suspend your SaaS access until payment is received.

16. Price Lock and Pricing Changes

16.1 Price Lock Pricing

If you subscribe during the Price Lock period, your discounted rate applies for the first 6 months of your subscription, beginning from your trial start date. After 6 months, your Subscription Fee moves to the full plan price.

16.2 12-Month Price Lock

Your Subscription Fee (at full plan price) is locked for 12 months from the date your free trial begins. We will not increase your Subscription Fee during this period.

16.3 Pricing Changes After Lock Period

After your 12-month lock expires, FlexiWork may change Subscription Fees on at least 60 days' written notice. If you do not wish to continue at the new price, you may cancel before the new price takes effect without penalty.

17. Cancellation

17.1 How to Cancel

You may cancel your SaaS subscription at any time from your Account dashboard or by emailing legal@joinflexi.work.

17.2 When Cancellation Takes Effect

Cancellation takes effect at the end of your current billing month. You retain access to the SaaS Service until that date. No refund is payable for any period between your cancellation request and the end of the billing month.

17.3 No Cancellation Fees

There are no cancellation fees or lock-in periods beyond the current billing month.

17.4 Data After Cancellation

Your data is retained for 30 days following cancellation, during which you may request an export. After 30 days, data is deleted in accordance with Schedule 1.

18. Your Content and Data

You are solely responsible for all Content you upload, including staff data, roster information, and pay rate configurations. You must ensure you have all necessary rights and permissions (including under the PDPA) to upload it. Where you use the SaaS Service to manage data about your own staff, FlexiWork processes that data as a data intermediary acting on your instructions, as set out in Schedule 1.

19. Service Availability and Support

FlexiWork targets high availability but does not guarantee 100% uptime. Email support is available at info@joinflexi.work. Growth and Pro plan Customers receive priority response. Enterprise Customers receive dedicated support under separately agreed terms. We aim to respond to all queries within 2 business days.

20. Warranties and Disclaimers

FlexiWork warrants that the SaaS Service will perform materially in accordance with any documentation provided under normal use. FlexiWork does not warrant that the SaaS Service will be error-free or uninterrupted; that PayOut will produce outputs compliant with your specific employment contracts or IRAS requirements (you remain responsible for verifying pay accuracy); or that the platform will meet any specific regulatory requirement beyond its stated features. All other warranties are excluded to the maximum extent permitted by Singapore law.

PART C — GIG PLATFORM TERMS

Part C governs your use of the FlexiWork Gig Platform as an Employer. In the event of conflict between Part A and Part C, Part C prevails in respect of the Gig Platform.

The Gig Platform is currently in development and available on a waitlist basis. Part C becomes operative when FlexiWork activates Gig Platform access on your Account. FlexiWork will notify you in writing before activation.

21. Nature of the Gig Platform

21.1 Technology Marketplace

The FlexiWork Gig Platform is a technology marketplace that connects Employers with Gig Workers who wish to take flexible shifts. FlexiWork provides the technology infrastructure — the matching system, escrow payment processing, clock in/out tools, and dispute resolution support. FlexiWork does not employ Gig Workers and does not provide staffing agency or recruitment services.

21.2 Gig Worker Status

Gig Workers who use the Gig Platform are platform workers within the meaning of the Platform Workers Act 2024. They are not employees of FlexiWork or of the Employer. Gig Workers operate as independent principals engaging with Employers through the platform for each individual Shift. The Platform Workers Act 2024 provides that Gig Workers are entitled to Work Injury Compensation (WIC) insurance; FlexiWork administers WIC coverage on behalf of Employers as part of the Platform Fee structure described in Clause 25.

21.3 FlexiWork's Role

FlexiWork's role on the Gig Platform is limited to: providing and operating the technology platform; facilitating the matching of Employers and Gig Workers; holding and releasing Escrow payments; providing clock in/out and Timesheet tools; and administering WIC insurance for Gig Workers. FlexiWork does not supervise or direct Gig Workers during Shifts. FlexiWork does not guarantee the availability, suitability, performance, or conduct of any Gig Worker.

22. How the Gig Platform Works

The Gig Platform operates as follows:

- **Step 1 — Post a Shift:** You post an uncovered Shift on the Platform, specifying date, time, outlet location, role, required skills, and hourly pay rate.
- **Step 2 — Fund Escrow:** Before the Shift is visible to Gig Workers, you fund the Escrow amount via Stripe. The Escrow covers the Gig Worker's estimated pay plus the Platform Fee. See Clause 24.
- **Step 3 — Gig Workers apply:** Verified Gig Workers browse available Shifts and apply.
- **Step 4 — You approve:** You review applicants and select a Gig Worker. The Booking is confirmed when the Gig Worker accepts within 24 hours.
- **Step 5 — Shift is worked:** The Gig Worker attends, clocks in via the Platform, performs the work under your direction, and clocks out.
- **Step 6 — Timesheet approval:** You review and approve the Timesheet within 24 hours. If no action is taken, the Timesheet is auto-approved.
- **Step 7 — Escrow released:** Upon Timesheet approval (or auto-approval), Escrow is released: the Gig Worker's pay is disbursed by Stripe, and the Platform Fee is retained by FlexiWork. Any excess Escrow is refunded to you.

22.1 Free to Post

Posting Shifts on the Gig Platform is free. You are not required to hold a SaaS subscription to use the Gig Platform. The Platform Fee (Clause 25) applies only when a Shift is completed and the Escrow is released.

22.2 Shift Posting Requirements

Each Shift posting must include:

- date, start time, and end time (or expected duration);
- full outlet address;
- clear and accurate description of the role and tasks;
- any specific skills, licences, or certifications required;
- the hourly pay rate, which must not be less than the applicable market rate as set by MOM guidelines; and
- any workplace-specific requirements, dress code, or safety information.

You must not post Shifts for unlawful purposes, discriminatory roles, or work that poses an unreasonable safety risk without appropriate disclosure.

23. Employer Obligations

23.1 Direction and Supervision

Gig Workers work under your direction and supervision for the duration of each Shift. You are responsible for briefing the Gig Worker on their tasks, maintaining a safe working environment, and treating the Gig Worker with respect. FlexiWork does not supervise Gig Workers on-site.

23.2 Workplace Safety

You must comply with all applicable Singapore workplace safety legislation, including the Workplace Safety and Health Act 2006, and ensure that the outlet environment is safe for Gig Workers. You must share relevant risk information and provide any required personal protective equipment.

23.3 Accuracy of Shift Information

You warrant that all Shift posting information is accurate, complete, and not misleading. Providing false or misleading Shift information (including misrepresenting the nature of the work) may result in Account suspension and liability for any loss suffered by a Gig Worker who attended the Shift in reliance on that information.

23.4 No Direct Engagement

During any period in which a Gig Worker has completed a Shift for you, and for 60 days following the last Shift, you must not directly engage that Gig Worker for similar work without FlexiWork's prior written consent. This is to protect the integrity of the marketplace and the Gig Worker's relationship with the Platform. If you wish to hire a Gig Worker directly, please contact us at legal@joinflexi.work to discuss.

24. Escrow Payments

24.1 How Escrow Works

Before a Shift is listed and visible to Gig Workers, you must fund the Escrow via Stripe. The Escrow amount is calculated as follows:

Escrow amount = (Hourly Rate x Estimated Hours x Number of Gig Workers) + Platform Fee (15%)

Example:

Hourly rate: S\$15 | Hours: 8 | 1 Gig Worker

Gig Worker pay: S\$120.00

Platform Fee (15%): S\$18.00

Total Escrow funded: S\$138.00

On Timesheet approval:

Released to Gig Worker: S\$120.00
Retained by FlexiWork: S\$18.00 (Platform Fee)
Excess refunded to you: any difference if actual hours < estimated hours

24.2 Adjustments for Actual Hours

If the Gig Worker works more hours than estimated: you must top up the Escrow within 24 hours of Timesheet submission. If the Gig Worker works fewer hours: the difference is refunded to your registered payment method after Timesheet approval. Refunds are processed by Stripe and typically appear within 5–10 business days.

24.3 Auto-Approval and Release

If you do not approve or dispute a Timesheet within 24 hours of submission, the Timesheet is auto-approved and the Escrow is released automatically. You cannot dispute a Timesheet after auto-approval except in cases of verified fraud or system error.

24.4 Platform Fee Non-Refundable on Short-Notice Cancellation

Where a Booking is cancelled within 24 hours of the Shift start time by you, the Platform Fee portion of the Escrow is non-refundable. The Gig Worker's pay portion is refunded or disbursed as cancellation compensation in accordance with Clause 26.

25. Platform Fee and Invoicing

The Platform Fee is 15% of the Gig Worker's total pay for the Shift (calculated on actual hours worked at the agreed hourly rate). FlexiWork retains the Platform Fee from the Escrow upon Timesheet approval. FlexiWork will issue you a tax invoice following each completed Booking.

The Platform Fee covers: FlexiWork's technology and platform infrastructure; Escrow payment processing via Stripe; WIC insurance premiums for Gig Workers as required under the Platform Workers Act 2024; customer support and dispute resolution; and Gig Worker vetting and onboarding costs.

26. Cancellations and No-Shows

26.1 Cancellation by Employer

- **More than 24 hours before Shift:** Full Escrow refunded (including Platform Fee). No penalty.
- **4 to 24 hours before Shift:** Cancellation compensation of 2 hours' pay at the agreed rate is disbursed to the Gig Worker from Escrow. Platform Fee is non-refundable. Remaining Escrow refunded to you.
- **Less than 4 hours before Shift:** Cancellation compensation of 4 hours' pay at the agreed rate (or full Shift pay if shorter) disbursed to Gig Worker. Platform Fee non-refundable. Remaining Escrow refunded to you.

26.2 Gig Worker No-Shows

If a Gig Worker fails to attend a confirmed Booking: no pay is due for hours not worked; full Escrow (including Platform Fee) is refunded to you; FlexiWork will investigate and, where appropriate, remove the Gig Worker from the Platform. FlexiWork will endeavour to find a replacement Gig Worker where time permits but cannot guarantee this.

26.3 Gig Worker Cancellation

A Gig Worker may cancel with more than 24 hours' notice without penalty to you. No cancellation charge applies for Gig Worker-initiated cancellations with adequate notice. FlexiWork will use reasonable efforts to source a replacement.

26.4 Force Majeure

No cancellation charge applies where a Shift is cancelled due to a Force Majeure Event. Full Escrow is refunded. Evidence of the Force Majeure Event must be provided.

27. Liability (Gig Platform)

The limitation of liability in Clause 8 applies to the Gig Platform. In addition: FlexiWork is not liable for the performance, conduct, or suitability of any Gig Worker; FlexiWork is not liable for any claim arising from an Employer's failure to comply with workplace safety obligations or any Singapore law; and FlexiWork does not guarantee that a Gig Worker will be found for any given Shift.

SCHEDULE 1

DATA PROTECTION AGREEMENT

Under the Personal Data Protection Act 2012 (Singapore)
Between FlexiWork Pte. Ltd. (Data Intermediary) and Customer (Organisation)

This Data Protection Agreement ("DPA") is incorporated into and forms part of these Terms of Service. It governs the processing of personal data by FlexiWork Pte. Ltd. on behalf of the Customer in connection with the SaaS Service. This DPA does not apply to personal data that FlexiWork processes as an organisation in its own right (such as Account registration and billing data), which is governed by our Privacy Policy.

DPA 1. Definitions

"Customer Personal Data"	Personal data relating to the Customer's own staff, part-timers, or other individuals whose data the Customer uploads or inputs into the SaaS Service.
"Data Intermediary"	FlexiWork Pte. Ltd., which processes Customer Personal Data on behalf of the Customer as an organisation.
"Organisation"	The Customer, who collects and is responsible for Customer Personal Data.
"PDPA"	The Personal Data Protection Act 2012 (Singapore), as amended by the Personal Data Protection (Amendment) Act 2020.
"PDPC"	The Personal Data Protection Commission of Singapore.
"Personal Data"	Data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which the organisation has or is likely to have access.
"Personal Data Breach"	Unauthorised access, collection, use, disclosure, copying, modification, or disposal of personal data, or the loss of any storage medium on which personal data is stored.
"Sub-intermediary"	Any third party engaged by FlexiWork to process Customer Personal Data on its behalf.

DPA 2. Roles and Responsibilities

The parties acknowledge that in relation to Customer Personal Data:

- the Customer is the Organisation under the PDPA and is responsible for compliance with the PDPA in respect of Customer Personal Data; and
- FlexiWork Pte. Ltd. is the Data Intermediary and processes Customer Personal Data only on the instructions of the Organisation, as set out in this DPA and the main Terms.

DPA 3. Details of Processing

Subject matter	Operation of the SaaS Service (roster scheduling, clock in/out tracking, and pay calculation) for the Customer's workforce.
Duration	For the term of the Agreement and until data is deleted in accordance with DPA 7.
Nature and purpose	Collection, storage, organisation, retrieval, use, and deletion of Customer Personal Data for the purpose of enabling the Customer to manage staff rosters, attendance, and pay calculations.

Type of personal data	Names; contact details; shift and attendance records; contracted hours and pay rates; leave records; clock-in/out timestamps; any other workforce data uploaded by the Customer.
Categories of individuals	The Customer's directly employed staff, part-timers, and any other individuals whose data the Customer uploads to the SaaS Service.

DPA 4. Data Intermediary Obligations

FlexiWork Pte. Ltd., as Data Intermediary, shall:

- process Customer Personal Data only on the documented instructions of the Customer;
- implement reasonable security arrangements to protect Customer Personal Data from unauthorised access, collection, use, disclosure, copying, modification, or disposal, and from similar risks;
- ensure that personnel authorised to access Customer Personal Data are subject to confidentiality obligations;
- provide reasonable assistance to the Customer in responding to data access and correction requests from individuals;
- notify the Customer without undue delay upon becoming aware of a Personal Data Breach affecting Customer Personal Data, and provide sufficient information to allow the Customer to meet any notification obligations under the PDPA;
- delete or return Customer Personal Data upon termination, as described in DPA 7; and
- make available information reasonably necessary to allow the Customer to verify compliance with this DPA.

DPA 5. Sub-intermediaries

The Customer provides general authorisation for FlexiWork to engage sub-intermediaries to assist in providing the SaaS Service. FlexiWork currently engages sub-intermediaries in the following categories: cloud infrastructure and data hosting (Singapore-based); transactional email delivery; and payment processing. A current list of specific sub-intermediaries is available on request at privacy@joinflexi.work.

FlexiWork will notify the Customer at least 14 days before engaging any new sub-intermediary that will process Customer Personal Data. The Customer may object on reasonable data protection grounds within 7 days. If no agreement is reached, the Customer may terminate the Agreement on 30 days' written notice without penalty. FlexiWork remains fully responsible for the acts and omissions of its sub-intermediaries.

DPA 6. Security

FlexiWork implements appropriate technical and organisational security measures to protect Customer Personal Data, including encryption at rest and in transit, access controls, and regular security assessments. FlexiWork will notify the Customer promptly of any Personal Data Breach and provide all information reasonably required for the Customer to assess the impact and meet any PDPC reporting obligations.

DPA 7. Retention and Deletion

On termination of the Agreement, or on earlier written request, FlexiWork shall (at the Customer's election): delete or anonymise all Customer Personal Data within 30 days; or return all Customer Personal Data in a machine-readable format within 30 days and thereafter delete it. FlexiWork may retain Customer Personal Data where required by Singapore law (including for tax purposes), limited to the minimum necessary and subject to continued protection under this DPA.

DPA 8. Transfers Outside Singapore

FlexiWork shall not transfer Customer Personal Data outside Singapore unless: the recipient country provides a standard of protection comparable to the PDPA; appropriate contractual protections are in place;

the Customer has given explicit consent; or the transfer is required by Singapore law. FlexiWork will notify the Customer of any proposed international transfer and the safeguards in place.

DPA 9. Liability

Each party is responsible for its own breaches of this DPA. The liability of each party is subject to the limitations set out in Clause 8 of the main Terms. Where a breach is caused partly by the other party's instructions or conduct, liability shall be apportioned accordingly.

— *End of Terms of Service and Schedule 1* —

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