

VIRTUAL COWORKER (USA) CLIENT SERVICES AGREEMENT

This client services agreement ("**Agreement**") is made on <<**Date**>>

BETWEEN

Virtual Coworker Inc, 1507 7th St #037 Santa Monica CA 90401 USA ("**Company**")

AND

<<**Client**>>, <<Address>> ("**Client**").

Recitals

- A. The Company is engaged in the business of introducing and supplying skilled contractors ("**Contractor**") sourced from the Philippines to clients of the Company.
- B. The skilled contractors are supplied for various professional and technical roles, including but not limited to, Virtual Assistants, Accountants, and Web/Software Developers.
- C. The purpose of the agreement is to record and confirm the terms and conditions upon which the Company agrees to provide services to the Client.

The Company and the Client agree as follows:

1. Term of the Agreement
 - a. This Agreement starts on the date that the Client signs this agreement and the Contractor begins an assignment with the Client.
 - b. Either party may end this Agreement under Clause 11 or 12.
2. Scope of the Agreement
 - a. This Agreement governs every assignment between the Contractor and Client.
 - b. The parties may not amend this Agreement unless in writing.
 - c. This Agreement does not create an agency, employment, or partnership relationship between the parties.
 - d. Client acknowledges that the Contractor is not the Client's employee. The Contractor is an independent contractor. Further, the Client agrees:
 - i. The Company does not have control or authority over the manner that the Contractor completes the Assignment.
 - ii. The Company is not responsible for the Contractor's performance or omissions
 - iii. That the Contractor has the right to work for other clients.

3. Assignments

- a. The Client agrees to fully describe the Assignment, working hours and other work requirements.
- b. The Contractor is required to work the hours specified as "Guaranteed Hours" in Schedule A. Any changes to these hours must be agreed upon in writing by both parties.

4. Charges

- a. The Company will charge the Client according to Schedule A ("**The Charges**").
- b. The Client will pay the Charges in advance every month. The Company will send invoices on the 1st of each month.
- c. The Company's billing system will automatically calculate the number of weekdays in the month including public holidays. Any unused prepaid hours will be credited to the following month's invoice. The Company's online time management system will automatically record the contractor's working hours.
- d. The Client authorizes the Company to charge the invoice amount on the 5th day of each month. If the Company does not receive payment by the 7th of the month, the Company will instruct the Contractor to stop the Assignment until the invoice is paid in full.
- e. The Client further agrees:
 - i. The Client will not pay the Contractor directly.
 - ii. If the Client does not provide the Contractor with the guaranteed hours per week as specified in Schedule A, the Company will still charge the Client for the guaranteed hours.
 - iii. If the Contractor, due to personal reasons such as illness, does not complete the guaranteed hours per week specified in Schedule A, the Client will not be charged for those unused hours.
- f. Debt Collection Fees: In the event that a debt collection agency is required to recover any outstanding payments, the client agrees to be held responsible for all associated costs and fees incurred. This includes, but is not limited to, collection agency fees, legal fees, and any other expenses directly related to the recovery process. These costs shall be added to the outstanding balance and must be paid in full in order to settle the debt.

5. Placement Fee

- a. If the Client offers the Contractor direct employment during the term of this Agreement or 12 months after its termination, the Client will pay the placement

fee in Schedule A. In the event where the Contractor transitions from part-time to full-time, the placement fee will be calculated on the full-time rate.

6. Non-solicitation.

- a. The Client acknowledges that the Company expends extensive time and resources sourcing the Contractor.
- b. The Client will not refer, directly or indirectly, the Contractor to any organization for direct employment.
- c. The Client will not directly or indirectly hire or solicit the Contractor to perform any work without notifying the Company and paying the Placement Fee.

7. Limitation of Liability

- a. The Company cannot represent or guarantee that the Contractor will achieve a certain performance level, outcome or specific goal.
- b. The Company is not liable to the Client for any damage or loss caused directly or indirectly by the Contractor's actions or inactions.

8. Indemnification

- a. The Client agrees to indemnify and absolve the Company from any and all losses, damages, injuries, liabilities, claims, suits, fines, or penalties resulting from the actions or omissions of the Contractor.
- b. Additionally, the Client will indemnify the Company against any breaches of laws, regulations, rules, or court orders caused by the Contractor's actions or inactions.

9. Confidentiality

- a. The parties agree to keep this Agreement confidential except as required by law or the party's consent.
- b. The Company is not liable for any unauthorized view, use or publication of any information captured by the online time management system.

10. Remedies

- a. Each party must serve written notice on the default party.
- b. The notice must describe the nature of the default and grant the receiving party 14 working days to cure the default.
- c. The failure to cure the default within 14 working days will end this Agreement.

11. Termination

- a. A party may end this Agreement during the first 6 months of the Agreement by providing 7 days written notice to the other party.

- b. After 6 months, a party may end this Agreement by providing 14 days written notice.
- c. On termination, the Contractor will cease working on the Assignment. If the Client is owed money for unused prepaid hours, this amount shall be refunded within 21 days. If there are any remaining charges, the Company will invoice the Client which is payable immediately.
- d. Clauses 5, 6, 7, 8, 9 and 11 shall survive termination and expiration of this Agreement.
- e. Each party keeps all rights and remedies provided by law.

12. Force Majeure

- a. Neither party shall be held responsible for defaults caused by events beyond their control, including but not limited to natural disasters such as lightning strikes, earthquakes, floods, storms, explosions, or fires; acts of war, public enemies, terrorism, riots, civil unrest, malicious damage, sabotage, strikes, lockouts, accidents, revolutions; actions or omissions by governmental bodies, highway authorities, telecommunications providers, or other competent authorities; or delays or failures in the manufacture, production, or supply of equipment or services by third parties.

13. Dispute Resolutions

- a. The parties agree to submit to the non-exclusive jurisdiction of California.
- b. The parties agree that the courts of California will resolve all disputes arising out of this Agreement.

14. Governing Laws

- a. The laws of the State of California govern this Agreement.

15. Severability

- a. This Agreement's provisions are severable, if a court declares a provision unenforceable.

16. Notices

- a. The Client will send notices to the Company by certified or registered mail to Virtual Coworker Inc, 1507 7th St #037 Santa Monica CA 90401 USA
- b. The Company will send notices to the Client by certified or registered mail to: <<Client>>, <<Address>>

The parties have signed this Agreement on the date first written above.

For and on behalf of the Company:

For and on behalf of the Client:

Authorized Signatory

Authorized Signatory

Name : <<Client Contact>>

Virtual Coworker

Schedule A

Contractor Name <<First Name>> <<Last Name>> (<<Position>>)

The Charges <<Hourly Rate>>

Rate set in units of time other than by the hour:

1. Annual Rate = Monthly Rate x 12
2. Weekly Rate = Annual Rate / 52
3. Daily Rate = Weekly Rate / 5
4. Hourly Rate = Daily Rate / 4 (Part time) or 8 (Full time)

The authorized payment will automatically be charged on the 5th day of each month.

Credit card payments will incur a fee per transaction, while ACH and debit card payments are free of charge.

The fees are as follows:

- AMEX: 3.00%
- Visa: 3.00%
- Mastercard: 3.00%

Currency fluctuations If payments made to the Contractor are made by the Company in Philippine Pesos (PHP) and the Charges are payable by the Client to the Company in a currency other than PHP and the exchange rate falls below the following level in respect of the applicable currency, then the Charges shall be adjusted to match such following level:

USD \$1 = PHP ₱41.00

**Guaranteed
Hours**

The Client agrees to engage the Contractor for ____ hours per week.
The Contractor has committed to the guaranteed weekly hours as
stated by the Client in this agreement.

Adjustments for Unpaid Leave or Illness:

If the Contractor does not complete the minimum agreed hours per
week because of Contractor's actions, such as illness, then the Client will
not be charged for those unused hours and they will be credited to the
following month's invoice.

Placement Fee

In the event the Contractor is offered direct employment as stated in
Clause 5 and 6 above. The Placement fee shall be 30% of the annual
rate if hired within the first 12 months from date of contract. The
Placement fee shall be 20% of the annual rate if hired after 12 months
from date of contract.

Schedule B

POSITION: <<Position>>

Job Description: <<Job Description>>

Virtual Coworker