

**CLIENT SERVICES AGREEMENT
TERMS AND CONDITIONS**

Client Services Agreement Terms and Conditions between

Virtual Construction Assistants, LLC
814 Montauk Highway, Bayport, NY 11705
("Consultant")

And

Name of Client
with its principal office located at
Address of Client
("Client")

The terms and conditions set forth herein constitute a legal agreement ("Agreement") between Consultant and Client. This document outlines the rights, responsibilities, and obligations of both parties in connection with the products and/or services provided by the Company. By signing the accompanying **"Exhibit A - Sales Order Form"**, which is expressly incorporated by reference and forms an integral part of this Agreement, the Client acknowledges and agrees to be bound by all terms and conditions contained herein. Acceptance of the **"Exhibit A - Sales Order Form"** shall serve as the Client's full and binding agreement to these Terms and Conditions, without modification, and shall be enforceable as a legally binding contract.

You as the Client may use Virtual Construction Assistant's Services only under the following User Terms of Service.

1.0 Consultant's Duties & Responsibilities:

- 1.1 Recruit, screen, and pre-interview potential candidates to fulfill certain specific outsourced job roles and duties which will be performed by an Outsourced Virtual Assistant (the "Outsourced Virtual Assistant") as required by the Client.
- 1.2 Present final Outsourced Virtual Assistants to Client for each of the outsourced job positions and facilitate final interviews with each final Outsourced Virtual Assistant.
- 1.3 Assist Client with making its final selection of the Outsourced Virtual Assistant.
- 1.4 Provide reasonable consulting services to transition the Outsourced Virtual Assistant selected by the Client to the Client's business.
- 1.5 Provide technical assistance in setting up reasonably necessary communication tools as supplied by Client so that the Outsourced Virtual Assistant can communicate with Client.
- 1.6 Pay the Outsourced Virtual Assistant the predetermined amount of money agreed upon for all outsourcing work rendered by the Outsourced Virtual Assistant and accepted by Client.
- 1.7 Require the Outsourced Virtual Assistant to sign agreements acknowledging their compensation rates for the outsourced work activity.

- 1.8 Require the Outsourced Virtual Assistant to sign non-disclosure agreements acknowledging the sensitive and confidential nature of the work the Outsourced Virtual Assistant will be performing for Client and the documents the Outsourced Virtual Assistant may be viewing.
- 1.9 Provide alternate candidates to Client in the event Client is unhappy with the Outsourced Virtual Assistant assigned to the Client's business at no additional charge for a limited 30 (thirty) day period commencing as of the Day One Transition Meeting.

2.0 Client's Duties & Responsibilities

- 2.1 Provide Consultant with a description of the job duties and responsibilities Client wishes to outsource.
- 2.2 Assist Consultant with screening final Outsourced Virtual Assistants for each of the outsourced job positions and conduct final interviews.
- 2.3 Make the final selection of the Outsourced Virtual Assistant.
- 2.4 Provide training and mentoring to the new Outsourced Virtual Assistant.
- 2.5 Assist Consultant with setting up reasonably necessary communication software required for the Outsourced Virtual Assistant to communicate with Client.
- 2.6 Provide Outsourced Virtual Assistant with antivirus, network protection and other software protections as may be deemed necessary by the Client to assure that the Outsourced Virtual Assistant sufficiently protects the sensitive and confidential nature of the work the Outsourced Virtual Assistant performs for Client.

3.0 Payment Terms & Fee

- 3.1 One Time Fee
 - 3.1.1 Client agrees to pay a one-time Recruitment Fee (the "One-Time Fee") for each new outsourced job position filled by Consultant. See **"Exhibit A - Sales Order Form"** for cost breakdown.
 - 3.1.2 The One-Time Fee is due and payable only after Client has made its final selection of the Outsourced Virtual Assistant. However, all such One-Time Fees must be paid prior to the Day One Transition Meeting.
 - 3.1.3 One-Time Fees are only incurred once and are not incurred during any subsequent renewal term of this Agreement.
 - 3.1.4 Client expressly agrees to pay the One-Time Fee as set forth on **"Exhibit A - Sales Order Form"** in full prior to the Day One Transition Meeting.

3.2 Weekly Compensation to Outsourced Virtual Assistants For Services

- 3.2.1 Consultant will bill Client on a bi-weekly basis for the services rendered by the Outsourced Virtual Assistant. See **"Exhibit A - Sales Order Form"** for the weekly fee structure which will be billed by Consultant to Client on a bi-weekly basis.

3.2.2 All invoices sent by Consultant to Client shall be paid via credit card, electronic transfer or check within three business days.

3.2.3 Client expressly agrees to pay for all weekly fees as set forth on “**Exhibit A - Sales Order Form**”

4.0 Reimbursable Expenses

Client agrees to reimburse Consultant and the Outsourced Virtual Assistant for any and all computer software, hardware, software licensing, and other miscellaneous items that may be required to properly perform the outsourced job assignment.

5.0 Confidential Information

All parties including the Consultant, the Outsourced Virtual Assistant and the Client may receive information that is proprietary to or confidential to the other party or its affiliated companies (the “Confidential Information”). All parties agree to hold the Confidential Information in strictest confidence and not to disclose such Confidential Information to third parties or to use such Confidential Information for any purpose whatsoever other than performing under this Agreement or as required by law.

6.0 Indemnification and Limitation of Liability

- 6.1 To the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold harmless Client and its respective successors, assigns, directors, officers, employees, representatives, agents, and stockholders (collectively, “**Indemnified Parties**”) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including reasonable attorneys’ fees) (collectively, “**Claims**”), but only to the extent caused by the negligent acts or omissions of Consultant, anyone directly or indirectly employed by Consultant, or anyone for whose acts Consultant may be liable, regardless of whether or not such claim, demand, action, suit, damage, liability, loss, settlement, judgment, cost or expense is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.
- 6.2 Neither Consultant nor Client shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, reliance, or lost profit damages (including, without limitation, damages for harm to business, lost revenues or lost savings suffered) that arise in connection with this Agreement, regardless of the form of action or proceeding, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind.
- 6.3 Client expressly understands and agrees that the duties performed by the Outsourced Virtual Assistant are directly attributable to the training and mentoring provided by Client under the guidance of the Consultant. Client is ultimately responsible to review and check the services performed by the Outsourced Virtual Assistant as may be required and at appropriate intervals as deemed appropriate by Client. Consultant bears no responsibility for the work performed by the Outsourced Virtual Assistant pursuant to this Agreement beyond that which is stated herein.
- 6.4 To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant, Consultant’s officers, directors, partners, employees, and agents, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Client Services Agreement from any cause or causes including, but not limited to negligence,

strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant pursuant to this Agreement.

- 6.5 The Outsourced Virtual Assistants(s) do not utilize any of Consultant's computer systems, email servers, cloud based servers, networks and/or software applications. Rather, the Outsourced Virtual Assistants(s), only utilize Client's computer systems, email servers, cloud based servers, networks and/or software applications. Accordingly, it is Client's responsibility (not Consultant's responsibility) to ensure that the Outsourced Virtual Assistant(s) are set up with the correct antivirus, network protection and other software defenses as established by the Client to sufficiently protect Client's Confidential Information. Consultant bears no responsibility whatsoever for damages that may or may not occur due to hacking, malware, phishing, identity theft, online fraud, data breaches, ransomware, online scams, technology errors, unauthorized fund transfers, and any other similar cyber events which may or may not result in a financial loss or hardship to Client. Client agrees to provide and set up its Outsourced Virtual Assistant(s) with the proper antivirus and other system defense software's packages required for the Outsourced Virtual Assistant(s) to perform their job duties and to monitor such defense software periodically at their discretion to sufficiently protect Client's Confidential Information.
- 6.6 Consultant is dedicated to executing recruitment procedures with utmost diligence and professionalism to secure the finest candidates for Consultant's clients. While Consultant ensures thorough assessment and vetting of potential candidates through reasonable evaluations, it is important to note that standard legal background and credit checks are not included in Consultant's standard recruitment process. However, Consultant acknowledges Client's prerogative to request a legal background and credit check for Outsourced Virtual Assistants. This additional service shall be made available upon Client's written notification to Consultant prior to the scheduled Day One Transition Meeting by a third independent party. It is pertinent to mention that the implementation of such background and credit checks will entail an associated fee of \$800.00 to be borne by Client which must be paid by Client prior to the performance of the background and credit check service. This procedure will only be performed in instances where Consultant has been duly informed by Client within the specified timeframe, in accordance with the terms herein stipulated. Failure by Client to elect this option within the stipulated timeframe shall result in the omission of legal background and credit checks from the recruitment process, without imposition of the additional fee or further obligation on the part of Consultant.

7.0 Miscellaneous Provisions

- 7.1 No provision of this Agreement may be amended or waived unless agreed to in a writing signed by Client and Consultant.
- 7.2 This Agreement and the exhibits attached thereto contain the entire understanding between Client and Consultant and supersede all prior agreements and understandings relating to the subject matter of this Agreement.
- 7.3 Consultant agrees that it is, and will remain, during performance of the services pursuant to this Agreement, an independent contractor and this Agreement does not create an agency, partnership, employment, or joint venture relationship between Consultant and Client.
- 7.4 If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- 7.5 Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. Discovery shall be limited to the production of relevant documents which shall include only those documents that are directly relevant to the dispute and necessary for a fair and informed resolution of the matter. Parties shall exercise good faith efforts to identify and produce such documents within a reasonable timeframe. Any disputes regarding the scope or relevance of discovery shall be resolved by the arbitrator(s) overseeing the arbitration, in accordance with the agreed-upon procedures and guidelines outlined in the arbitration rules.
- 7.6 This Agreement may be executed in counterparts and exchanged electronically, by PDF or facsimile, each of which shall constitute one and the same instrument.
- 7.7 This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of laws principles.
- 7.8 **Guarantee Within First 30 Days:** If within the first thirty (30) days of Services commencing with the date of the Day One Transition Meeting, Client is unhappy or unsatisfied with Services, Consultant will either A) terminate services and refund the One Time Fee in full, or B) replace the Outsourced Virtual Assistant with another candidate at no additional expense to Client. Notwithstanding the previous sentence, Client understands and agrees that all weekly fees for services are non-refundable and will not be returned to Client by Consultant.
- 7.9 **Guarantee After First 30 Days:** If at any point after the first thirty (30) days of Services the Client terminates services, the Outsourced Virtual Assistant quits, the Outsourced Virtual Assistant leaves, this Agreement shall be terminated and Client is responsible for all costs through the date of termination. Client has the option to enter into a new agreement with Consultant to fulfill any replacement Outsourced Virtual Construction Assistants and Client will incur new One Time Recruitment Fee.

8.0 Term and Termination

- 8.1 Client or Consultant may terminate this Agreement at any time provided that a written letter of termination is sent by the terminating party to the non-terminating party via email. Client expressly agrees to pay for all services rendered through and including the Termination Date.
- 8.2 The initial term of this Agreement shall be **one** year from the Effective Date and shall automatically renew for successive one (1) year terms unless terminated by either party pursuant to paragraph 8.1 above.
- 8.3 Client has the option after one year to “buyout” its Outsourced Virtual Assistant and have the Outsourced Virtual Assistant work directly for Client. Client must provide Consultant written notification of such request no less than 30 days prior to the date Client wishes the Outsourced Virtual Assistant to begin directly working for Client. Client is obligated to pay Consultant a buyout fee (the “Buyout Fee”) which equals the full amount of the original One Time Fee *plus* a one thousand dollar processing fee. Client agrees that in any event or at any point that Client wishes to hire the Outsourced Virtual Assistant(s) directly, Client expressly agrees to the Buyout Fee terms and conditions set forth in this section and agrees that Consultant will charge Client this Buyout Fee upon Consultant being made aware of Client’s offer to the Outsourced Virtual Assistant(s).

END OF DOCUMENT