

## WORK FOR HIRE AGREEMENT

In this Agreement, the party who is contracting to receive the services shall be referred to as the "Client" and the party who will be providing the services shall be referred to as "Service Provider."

1. **DESCRIPTON OF SERVICES.** When the set-up fee of \$100 is received, Service Provider will contact Client to schedule a meeting to learn about Client's workflow and expectations, and determine Service Provider's responsibilities. Monthly billing will be one week after the set-up fee is received, based on the service level chosen (10 hours per month, 20 hours per month, or 40 hours per month).
2. **SERVICE LOCATION.** The Service to be provided by Service Provider under this Agreement shall be performed at Service Provider's place of business. (i.e. Home Office). Should Client request in-person assistance, travel time will be included in the hours of service.
3. **SCHEDULE AND DAYS OFF.** Service Provider is generally available to provide Services during normal business hours. Monday – Friday 9am – 5pm EST, excluding national holidays.
4. **PAYMENT FOR SERVICES.** Client will pay compensation to Service Provider for the Services via PayPal subscription service
5. **TERM/TERMINATION.** Either party upon 5 days written notice to the other party may terminate this agreement. Provided, however, that each party may terminate the Agreement immediately without prior in the event of a breach of this Agreement by the other party. Upon Termination, Assistant shall invoice Client and payment will be expected in full immediately upon receipt. Unused, pre-purchased hours are non-refundable.
6. **NONDISCLOSURE AND NONSOLICITATION.** Service Provider shall not directly or indirectly disclose to any person other than a representative of Client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to Client, including but not limited to customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.  
  
Furthermore, Service Provider agrees that during the term of this Agreement, and for 6 months following the termination of this Agreement, Service Provider shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of Client other than on behalf of client himself.
7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Service Provider is an independent contractor with respect to Client and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Assistant.
8. **WORK PRODUCT OWNERSHIP.** Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Service Provider in connection with the Services shall be the exclusive property of Client. Upon request, Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of Client to the Work Product.
9. **LIABILITY.** Service Provider will not be liable for loss, damage or delay of Client's project due to circumstances beyond Contractor's control. Such circumstances may include (but are not limited to) acts

of God, public unrest, power outages, and inability to contact Client. In the event of such loss, damage or delay, Assistant will make every effort to notify Client immediately.

10. CONFIDENTIALITY. Service Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose or communicate in any manner any information that is proprietary to Client. Service Provider will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Service Provider will return to Client all records, notes, documentation and other items that were used, created, or controlled by Service Provider during the term of this Agreement with the exception of items purchased by Service Provider and not reimbursed by Client.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.