






501 Silverside Rd, Suite 105,
Wilmington, DE 19809 USA


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Noida-201301, UP, INDIA

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Client Agreement

This agreement is dated: _____

This agreement is between Virtual Employee LLC of 501 Silverside Rd, Suite 105, Wilmington, DE 19809 USA hereinafter referred to as “Virtual Employee LLC”, which means and includes its heirs, legal representatives, successors, assignees, and agents.

And

Company Name of **Client company location** a corporation organized and existing under the laws of the **Client company registration laws (Country)** having company registration no. _____ and carrying on the business of _____, hereinafter referred as “The Client”, which means and includes its heirs, legal representatives, successors, assignees, and agents.

The Client wishes to engage Virtual Employee LLC services to provide one or more employees to provide designated services by working eight hours a day five days a week (40 hrs a week, excluding any break time), with overtime attracting proportionate additional charges;

In consideration for services provided under this agreement, The Client agrees to pay a monthly fee of **Cost per month** for **Candidate(s) Name** to Virtual Employee LLC.

Now, therefore, in consideration of the mutual covenants, terms, and conditions contained in this agreement, Virtual Employee LLC has offered to act in that capacity and to provide a service of availability of its employees to The Client;

1. Summary of the agreement

- | | |
|------------------------|---|
| a. Service start date | - TBC |
| b. No. of employee(s) | - 01 |
| c. Total monthly fee | - <u>Cost per month</u> for <u>candidate(s) name</u> |
| d. Due date of payment | - 1 st payment is due immediately thereafter on or before the 1 st day of a month |
| e. Designated work | - _____ |

2. Rights and duties of Virtual Employee LLC

- Virtual Employee LLC agrees to provide such skilled employees/workmen and their management for designated work during the validity of this agreement;
- The employees provided by Virtual Employee LLC and agreed upon to be retained for the purpose of performing at the work projects of The Client shall perform from

the facilities of Virtual Employee at A-39, Sector 4, and Noida 201301, India or any other Virtual Employee office.

- c. Virtual Employee LLC will be responsible for providing all employees safe and adequate working space and facilities, technical support and assistance, equipment, machine time, and administrative services and supplies necessary to support the project/work and in the performance of services under this agreement;
- d. Virtual Employee LLC shall be responsible for taking care of tax implications, insurance, health benefits, and compliance with applicable laws in respect of the employees provided by them;

3. Rights and duties of The Client

- a. The Client shall have the right to interview, test, and, in its sole discretion, approve or disapprove (based upon lawful and reasonable business issues) of any potential employee;
- b. The Client agrees not to extend any direct employment offer to any candidate or employee presented by Virtual Employee LLC or employee of Virtual Employee LLC or ex-employee of Virtual Employee LLC; The Client shall also be responsible to oversee that no such initiative is taken by its agents, subsidiaries, or associates; and The Client undertakes to ensure such compliance by keeping this condition informed to all those concerned on behalf of The Client;
- c. If the services of employee of Virtual Employee LLC are terminated for any reason, The Client agrees not to deal with such employee in any manner or capacity whatsoever;
- d. This covenant continues to remain effective for 36 months after the expiry or termination of the instant agreement between the parties and for this reason it is made clear that this section shall survive the expiration or termination of this agreement;
- e. The Client shall also not circumvent Virtual Employee LLC to engage another employee through the contacts of an employee already provided by Virtual Employee LLC; The Client shall be obliged to seek the assistance of Virtual Employee LLC instead;
- f. The Client shall have the right to request replacement from Virtual Employee LLC if the performance of the assigned employee is unsatisfactory to The Client. Virtual Employee LLC shall comply with such request as soon as reasonably practicable;
- g. Any such replacement request shall be based on lawful and reasonable business issues;
- h. The Client is restrained from enquiring terms of employment, including salary issues between employee and Virtual Employee LLC;
- i. Being aware of the fact that Virtual Employee LLC has spent a reasonable amount of time and effort in addition to making a significant expenditure in the process of finding a suitable candidate and appointment thereof and for marketing the service in foreign countries to find The Client as well, The Client irrevocably agrees, and

guarantees that they shall not, directly or indirectly, employ, partner, contract, or in any way hire or encourage hiring of the employees, agents, consultants, and officers of Virtual Employee LLC or anyone otherwise having an interest in the operations or management of Virtual Employee LLC;

- j. In the event of poaching by any of the parties to this agreement, whether direct and/or indirect, the affected party shall be entitled to a legal monetary compensation equal to the maximum service it would realize from such an employee, agent, consultant, advisor, officer and any and all expenses in addition to that, including any and all legal fees incurred for the recovery of such compensation.

4. Payments

- a. First payment must be made before the start of the service. Subsequent payments must be made on or before the 1st day of every month in favor of Virtual Employee LLC through Google Checkout or wire transfer;
- b. Virtual Employee LLC reserves the right to stop provision of services contemplated under the aegis of this agreement in the event there is any delay in the payment and The Client shall not hold Virtual Employee LLC responsible or liable for any losses or consequential losses incurred by The Client as a result of such eventuality;
- c. Payment will be deemed to be delayed if not received before the start of a new month. If payment is not received before the employees start their next month of work it will be regarded as a delay in payment and Virtual Employee LLC reserves the right not to initiate the employee into working on any assignment of The Client. If payment is seven days overdue, Virtual Employee LLC shall be entitled to terminate the contract without notice of termination. The services can be reinstated only after the receipt of payments due, plus reinstating charges equal to one month fee.

5. Nondisclosure

- a. Information is not subject to the confidentiality provisions of this agreement if it: (a) is or becomes generally available to the public other than as a result of disclosure by the recipient; (b) was available to or already known by the recipient on a non-confidential basis prior to its disclosure by the other party; (c) is developed by the recipient independently of any information acquired from the other party; (d) becomes available to the recipient on a non-confidential basis from a third party, provided that the recipient has no reason to know that the third party is or may be bound by a confidentiality agreement with the other party; or (e) is disclosed pursuant to a court order or the requirement of any governmental authority;
- b. Each party will hold the other party's Information in confidence and will safeguard it using at least the same degree of care, a prudent business person would use to safeguard his or her own confidential information of a similar nature;
- c. The party receiving confidential information will not, directly or indirectly, report, publish, distribute, disclose, or otherwise disseminate the confidential information, or

any portion thereof, to any third party, and will not use the confidential information, or any portion thereof, except as necessary for the performance of this agreement, and as expressly authorized in writing by the disclosing party;

- d. Disclosure of confidential information will be limited to those officers, directors, employees, and agents of the recipient who must examine it for the purpose authorized, and each party shall be responsible for compliance with the provisions of this section by its officers, directors, employees, and agents;
- e. If either party attempts to use or disclose any of the confidential information contrary to this agreement, then in addition to other available remedies, the other party shall have the right to injunctive relief, it being acknowledged that legal remedies are inadequate;
- f. Promptly after the termination of this agreement, or during the term of this agreement, after receipt of the disclosing party's request, the recipient shall cease all use of the disclosing party's confidential information, destroy or return to the disclosing party all copies of the same, and certify in writing that the foregoing has been completed;
- g. The provisions of this section shall survive the termination of this agreement;
- h. All rights and remedies of the parties hereunder shall be cumulative and in addition to all rights and remedies available to the parties at law or in equity.

6. Ownership of works

- a. Any and all products, inventions, ideas, or original works of authorship (including, but not limited to, any software, middleware, or code) in whole or in part conceived or made by Virtual Employee LLC employees and that relating to services performed by them, shall belong exclusively to The Client and shall be deemed to be The Client's confidential information;
- b. All such works shall be deemed to be "works made for hire", and The Client shall be deemed to be the author of such works;
- c. Virtual Employee LLC shall promptly execute assignments of copyright, and any other instruments that may be reasonably requested by The Client, in order to vest in The Client all rights, title, and interest in and to such work product.

7. Warranties

Virtual Employee LLC warrants and represents that its employees shall perform the services in a professional manner and to the best of their abilities, talents, and experience;

8. Holidays and Paid Leaves

Virtual Employee LLC observes 8 holidays annually of which three are the Gazetted national holidays; Republic Day (26th January), Independence Day

(15 August), Gandhi Jayanti (2 October) and other festival holidays include Idu'l Zuha, Diwali, Holi, Christmas and New Years Day.

In addition, the employee earns one day's paid leave per month on prorated (including emergency leaves/sick leaves, casual leaves) in a year beginning from their second month of employment.

9. Termination of agreement

- a. This agreement shall commence as of the effective date set forth herein, and shall continue until terminated as provided in this agreement;
- b. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. If the notice is not given, then The Client owes Virtual Employee LLC payment for 30 days.

10. Rights after termination

- a. Upon expiration or termination of this agreement, The Client shall pay to Virtual Employee LLC the balance of all amounts due and owing to Virtual Employee LLC for services rendered up to and including the effective date of expiration or termination within seven days.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives effective as of the Date.

Client Company Name

Print Name:

Position:

Signature:

Virtual Employee LLC

Print Name:

Position: (Chief Executive Officer)

Signature: