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## Agreement

This agreement for staffing services is made by and between Comtrex, LLC, a corporation with its principal offices in Kentucky and Cincinnati, USA and (hereinafter "Comtrex") and \_\_\_\_\_ with its principal office in \_\_\_\_\_ (hereinafter "Client")

Client desires to contract with Comtrex to provide agents to perform work defined by client

Now, therefore, the parties hereby agree as follows:

### 1- Services

- a. During the term of this agreement, Comtrex agrees to provide client with one Quarter Time Virtual Assistant (hereinafter "VA") based in the Philippines. Comtrex is responsible for providing the VA with a location, a suitable computer connected with Internet access, supervisory services, initial basic training and salary including applicable benefits, fees and taxes.
- b. Comtrex's VA is not available to work on official Philippine Holidays. See Holiday Schedule in Exhibit A for dates. If the VA is sick or otherwise absent or if time is lost due to power or internet outages in the Philippines, and the lost service time is at least 3 days during any calendar month, Client's next invoice will be discounted in proportion to the service time lost over 3 days.
- c. Comtrex's VA is given 1 week vacation per year as part of their compensation.
  - 1 week must be taken between Christmas and New Years (unless client needs VA during that time frame then other arrangements will be made)
  - or
  - 1 week or individual days can be taken anytime with 2 weeks advance notice (provided that no major client projects fall within that time frame)

### 2- Warranties and Confidentiality

Comtrex warrants that its VA possesses and will maintain competency to perform the work assigned. Comtrex agrees that information its VA produces for client, both in final form and in working papers, documents, and/or electronic files of any type, is the property of the client for the sole benefit of the client. Comtrex has written agreements in place with its VA and supervisory employees prohibiting such persons from using or transferring confidential information and work product to others in a manner inconsistent with Comtrex's obligations under this agreement. Such confidentiality does not expire at the end of this or any subsequent agreement.

### 3- Term and Termination

- a. This agreement is effective upon signature by both parties. This agreement remains in effect indefinitely and for an initial minimum of 12 months, until terminated by either party with a 45 day written notice. Client can terminate their VA in the initial 12 months with a 45 day notice and a \$350 early-termination fee paid in ADDITION to any remaining fees due. The termination fee is waived after the completion of the initial 12 months. Client's termination does not relieve Client of responsibility for payment of services already rendered or remaining to be rendered.
- b. If client fails to pay an invoice for services within 5 days of the billing date, Comtrex may suspend its daily obligations under the Agreement by providing at least 3 days written/electronic notice to Client of Comtrex's intent to suspend. Suspension of services does not cancel or revoke the contract, nor does it cancel or suspend the accrual of fees. All fees due, accruing, and remaining are subject to collection actions in the state of domicile of the client, subject to all laws of the state of domicile or the State of Ohio at the sole discretion of Comtrex.
- c. Notwithstanding the above, Comtrex may in their sole discretion cancel future services of this contract with a five (5) day notice for financial non-performance on the part of the client. Such cancellation does not remove, suspend, alter, or adjust any previous balances due under the contract, and all balances due to this cancellation are subject to collection activity through any appropriate court in the state of domicile of the client or the state of Ohio, at the sole discretion of Comtrex.

### 4- Payments and Invoicing

- a. Client agrees to pay Comtrex for its services as follows:
  - A setup fee of \$250, payable in advance of hiring and is non-refundable.
  - A recurring monthly fee billed one month in advance for ongoing services of the VA, presently at \$350.00 and good for the first 12 months. The recurring fee will be billed automatically to the payment method of your choice (Credit or Debit card).
  - A half "13th month pay" for the VA for each year calculated as follows: "1/2 monthly fee / 12 (months) X # of months employed during the calendar year". The "13<sup>th</sup> month pay" is payable on the December invoice.

EXAMPLE: If you hired a VA starting in September, the “13<sup>th</sup> month pay” due will be  $\frac{1}{2}$  of \$350.00 = \$175.00 /12 months = \$14.58 x 4 months of employment or a total of \$58.33 due on the December’s invoice.

- Client agrees that any and all additional compensation (optional) to the VA such as bonuses must be made through Comtrex, minus transaction costs. Your VA will receive the entire bonus you designate less the transaction cost (typically 3% of the amount)

b. Adjustments

- The VA will be reviewed yearly for tenure and skill improvements and a proportional raise will be discussed and agreed upon with the Client prior to any adjustments made to the monthly services fees.
- At intervals no more frequent than every 6 months, Comtrex may slightly adjust the monthly fee to reflect major currency exchange fluctuations.

c. Reimbursable Costs

- Client agrees to reimburse Comtrex for any costs incurred by the VA at the approval of Client (ex, postage for materials sent to client, VOIP services etc)

d. Invoicing

- Invoices will be submitted monthly for payment by Client. If the automatic billing fails, the invoice is due within 5 days after billing. A finance charge of 2% per month on the unpaid amount of each invoice (or the maximum amount allowed by law) will be charged on past due accounts.

e. Taxes

- Comtrex is responsible for payment of its own income taxes on fees received from Client. Any applicable taxes such as local privilege, excise, sales, services and use taxes are the sole responsibility of Client

5- No Solicitation

- During the term of this agreement and for two (2) years after proper termination of services, Client agrees not to solicit or to hire any VA provided by Comtrex. Client Agrees to pay Comtrex liquidated damages in the amount of \$11,200 for any violation of this provision that results in Client hiring one of Comtrex’s VA

6- Limitations of Liability

- a. Comtrex is not responsible for delays or failures if they arise out of causes beyond the control of Comtrex or its VA, such as acts of God, public enemy, fires, epidemics, riots, electric/internet outages etc.
- b. Upon receipt of written notice from client, Comtrex will use commercially reasonable efforts to cure the matter that gave rise to the claim or return to the client the fees paid during the period of such a claim.
- c. Comtrex is not liable for Client's claims of contributions and indemnification related to third party claims arising out of services rendered by Comtrex's VA, and for any losses, injury, or damages to persons or properties or work performed arising out of or in connection with this Agreement. Furthermore, Comtrex is not liable for any special, indirect, consequential, lost profits or punitive damages.
- d. Client understands that Comtrex duties is to find a VA for client and to handle all administrative duties arising with the hire of the VA such as pre-interview, selection, payment, benefits, basic introductory training, supervision etc. Client is responsible for the tasks and training given to their own VA.

7- Miscellaneous

- a. Changes to this agreement must be made in writing and signed by both parties
- b. Comtrex is an independent contractor of Client
- c. This Agreement is binding upon Client and Comtrex as well as the successors and assigns of their respective business.
- d. Disputes will be attempted to be resolved though non-binding mediation first, then the parties may take other actions.
- e. This agreement is governed by and constructed in accordance with the laws of the United States of America and the state of Ohio

CLIENT

COMTrex, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Benjamin Hanania

TITLE: \_\_\_\_\_

TITLE: CEO

COMPANY: \_\_\_\_\_

EIN-Tax ID: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE:

## EXHIBIT A

- **We observe all Philippine major holidays (these change every year)**

### **Holidays:**

1 Jan New Year's Day.

24 Feb EDSA Revolution Day.

1 Apr Maundy Thursday.

2 Apr Good Friday.

3 May Labour Day.

14 Jun Independence Day.

11 Sep Eid Ul Fitr (exact date varies).

1 Nov All Saints' Day.

(Christmas Holidays are part of the vacation week)

31 Dec New Year's Eve.

# BILLING:

I \_\_\_\_\_ authorize Comtrex to bill my credit card/PayPal for the initial fee and on a monthly basis for VA services agreed in this contract.

Cardholder Name: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bill to:

**CREDIT CARD**

Billing address Name:

Billing address Street:

Billing City, State, Zip

Phone #:

Card #: \_\_\_\_\_ (MC, Visa, Amex, Discover)

Expiration: \_\_\_\_/\_\_\_\_

CVV: \_\_\_\_\_

**PAYPAL**

PayPal eMail: \_\_\_\_\_

Please indicate if you wish to pay for the following services with your Paypal Account:

(please circle) \_YES/NO\_\_\_ Initial fee

(please circle) \_YES/NO\_\_\_ Recurring Monthly fee

<http://www.dynamiteinfoproducts.com/virtual-assistant-order-form.html>

# CLIENT CONTACT SHEET:

NOTE: You can fill in as much as you want – This information is optional, and is only used by your VA so she can do her duties.

Client Full Name: \_\_\_\_\_

DOB (optional): \_\_\_\_\_ (for your VA's information only)

Phone #'s you can be reached:

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

Home: \_\_\_\_\_

eMail address: \_\_\_\_\_

Alternate email address: \_\_\_\_\_

Instant Messenger IDs:

Yahoo IM: \_\_\_\_\_

Skype: \_\_\_\_\_

Google Talk: \_\_\_\_\_

Will your VA be interacting with anyone else: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, please tell us name and contact info for that person

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What are your preferred hours of work for your VA: \_\_\_\_\_ Time Zone: \_\_\_\_\_

Any additional information can be given to your VA directly