

CLIENT ASSISTANT AGREEMENT

This work for Hire Agreement (“Agreement”) is made on _____, between **Clinic Virtual Assistant, LLC** with address of **2510 Foothill Blvd La Crescenta 91214 CA,** and _____ with address _____.

In this Agreement, the party who is agreeing 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 the “Service Provider”.

1. **DESCRIPTION OF SERVICES.** Beginning on _____, Service Provider shall provide a Virtual Assistant, that shall provide the following services (collectively, the “Services”):

- A. ...
- B. And other tasks as dictated by Client, within the scope of Administrative Assistant

2. **SERVICE LOCATION.** The Service to be provided under this Agreement shall be performed at the Service Provider’s place of business. (i.e. Home Office)

3. **SCHEDULE AND DAYS OFF.** Service Provider’s Virtual Assistant is generally available to provide Services during normal business hours. Monday – Friday 8am – 5pm EST, excluding national holidays as per Client's Time-zone (___).

4. **PAYMENT FOR SERVICES.** Client will pay compensation to the Service Provider (not to the Virtual Assistant) for the Services at a rate of \$9.00 (Nine US dollars) per hour. This compensation shall be payable and due on the 3rd day following receipt of invoice. For the payroll period of the 1st to 15th day of the month, invoice shall be sent on or before the 20th of the same month, whereas for the payroll period of 16th day to last day of the month, invoice shall be sent on or before the 5th day of the following month. Payment shall be made by Client via **Payoneer platform.**

5. **TERM/TERMINATION.** Either party may terminate this agreement upon **14 days** written notice to the other party. Provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a breach of this Agreement by the other party. Upon Termination, Service Provider shall invoice Client for any payment due, and payment will be due on the 3rd day following receipt.

6. **NON-DISCLOSURE AND NON-SOLICITATION.** 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.

7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Service Provider is an **independent contractor** with respect to the Client and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Service Provider.

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 in Service Provider’s Virtual Assistant in connection with the Services shall be the exclusive property of the Client. Upon request, the Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of the 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, Service Provider will make every effort to notify Client immediately.

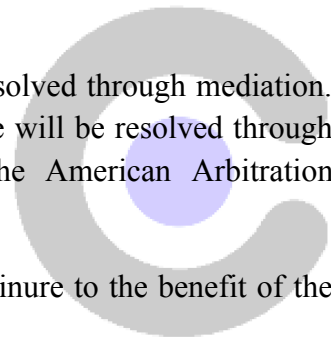
10. **CONFIDENTIALITY.** Service Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose or communicate in any manner any information that is proprietary to the Client. Service Provider will protect such information 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 the Client.

11. **GOVERNING LAW.** The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of California, without regarding its conflicts of law provisions.

12. **DISPUTES.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

13. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.



14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties hereto with respect the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

15. **AMENDMENTS.** No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

16. **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.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

CLIENT:

Signature of Representative:

Name:

Title:

Company Name:

Date:

SERVICE PROVIDER:

Signature of Representative:

Name:

Title:

Company Name: **Clinic Virtual Assistant, LLC**

Date:

