Terms of Service

1. **Definitions**:

In addition to the terms defined above, the terms set forth below shall have the following meanings:

"Confidential Information" shall include, without limitation, information and data of or relating to the assets, data and financial information, technical data, trade secrets, intellectual property, business plans and strategies, information concerning the employees, consultants and other service providers, and any other confidential or proprietary information concerning the business operations of either party hereto.

"Engagement" means the employment or use of a Subcontractor directly by the Client or indirectly through any third party or any other business on a permanent, contract or temporary basis whether under a contract of service, license, franchise, or partnership arrangement; employment agreement; or any other engagement. "Engage" or "Engaged" shall be construed accordingly.

"Introduction" means (i) the Client's interview of a Subcontractor, in person, over video conferencing, by telephone or any other two-way communication, following the Client's instruction to the Contractor to supply a Subcontractor or (ii) the passing to the Client of information which identifies a Subcontractor, and which leads to an Engagement.

"Non-Solicitation Period" means a period of 12 months following the termination of this Agreement or the date of the Introduction, whichever is the latest.

"Plan" refers to the tier of service the client subscribes to.

"Plan Hours" means the number of hours in the client's current subscription.

"Platform" means the project management software, whether the Contractor's proprietary software or a third-party software used by the Contractor, used to manage, track and delegate a Client's tasks to their Virtual Assistant(s) and where the Virtual Assistant(s) record(s) their time worked and work performed.

"Services" shall have the meaning set forth in Section 2 hereof.

"Subcontractor" means, for the purposes of this agreement, any subcontractor to whom the Client has received an Introduction for the purposes of performing the Services, including, but not limited to, the Virtual Assistants.

"Subscription" is the monthly, recurring payment for services provided by the Contractor.

"Virtual Assistant" means a remote administrative professional who is a sub-contracted Subcontractor by Outsource to perform services on behalf of the Client.

2. Description of Services:

The Contractor agrees to perform and provide such administrative services (the "Services") as shall be outlined from time to time by the Client: (i) during applicable meetings and/or emails with the Contractor; and (ii) in the Client's profile within the Platform. So long as this Agreement remains in force, the Contractor shall devote such amount of time as shall be required for the prompt, efficient and professional performance of the services to be performed by the Contractor for the Client and within the time frame(s) specified in advance by the Client and agreed to by the Contractor.

As at the date hereof, the Client has selected the following Plan, Plan Hours and Services, which may be amended from time to time by agreement of the Client and the Contractor, in writing:

Plan:

[x]
Plan Hours:

[x]
Services:

[x]

3. Payment for Services:

The Client understands that the Contractor shall invoice the Client for the Services on a packaged rate. The Client acknowledges that, unless otherwise agreed to by the Contractor, invoices for the Services and any related expenses shall become due and payable immediately upon receipt.

In consideration of the Contractor's performance of the Services, the Client agrees that the Contractor shall be entitled to, as compensation therefore, $[x] + applicable overage fees and taxes, less any applicable discounts in addition to that which is agreed to from time to time by the Contractor and Client during the applicable meetings and/or emails. Upon mutual agreement of both Parties, the Client is able to adjust their Plan, Plan Hours and Services throughout the duration of this Agreement, for which compensation payable may be adjusted.

In the event of non-payment from the Client, Services will be paused immediately and the Client will be notified of such non-payment. If payment is not received after 30 days, the outstanding amount may be sent to debt collection for further action.

4. **Overage Hours and Additional Expenses**:

The Client agrees that all additional expenses and hours not specifically detailed in this Agreement will be discussed and agreed upon by both the Client and the Contractor from time to time. All expenses will be discussed with the Client prior to the commencement of the applicable task.

The Client acknowledges that time purchased is the Client's responsibility to manage and delegate accordingly.

Payment for any and all hours that exceed the plan amount will be billed at the Client's current hourly rate plus an overage fee of $5 per additional hour and are the responsibility of the Client.

5. **Confidentiality:**

The Parties hereto acknowledge that this Agreement, as well as the continuing discussions and exchanges of information between them in furtherance of the provision by the Contractor of the Services (including any negotiation and conclusion of any additional agreements), are and shall remain confidential.

5.1 Each party hereto shall undertake to observe the privacy of Confidential Information received from the other party (the "Disclosing Party") during the term of this Agreement or any other agreement(s) signed and made pursuant to this Agreement.

5.2 The Parties hereto recognize and agree that as a result of this Agreement, they shall each have access to and become knowledgeable, aware and in possession of Confidential Information. The Parties hereto agree to accept and retain all Confidential Information in confidence and, at all times during the course of the term of this Agreement and after the termination of this Agreement, regardless of the reason for the termination of this Agreement, not to disclose or reveal Confidential Information to others and to refrain from using Confidential Information for any purposes other than those authorized by the Disclosing Party. The Parties hereto agree to abide by any policies of the Disclosing Party concerning its Confidential Information, confidentiality, disclosure and business ethics.

5.3 The parties hereto agree that all Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party. Upon the termination of this Agreement, or earlier if

requested by the Disclosing Party, the other party will promptly turn over to the Disclosing Party all written or descriptive matter containing Confidential Information.

5.4 Both parties hereto agree that the provisions of this Section 5 shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

6. Termination of Agreement:

The Client may terminate this Agreement upon 30 days' written notice and the payment of all outstanding fees. In the event of inadequate notice by the Client, the Contractor may charge a cancellation fee equal to one month's Service at their next billing date, according to the terms of Section 3 of this Agreement.

The Client may not reduce their hours during the final billing period. If you have reduced your hours and you wish to cancel your services, we can either remove the hours reduction or wait an additional month. The Client may choose what is best for them.

The Client and the Contractor hereby agree that should this Agreement be terminated, the Client shall be responsible for all unbilled Services, expenses and unpaid plans. Upon the termination of this Agreement in accordance with this Section 6, the Contractor agrees to return the Client's files.

The Contractor reserves the right to terminate the service of a Client at any time, for any reason including, but not limited to, the abusive treatment of a Virtual Assistant or any of Outsource's team members.

7. Virtual Assistant Staffing / Subcontractor

The Client acknowledges that, due to the nature of the Contractor's business and the provision of fractional, remote administrative support services, there may be instances in which:

7.1 There may be multiple Virtual Assistants and/or Subcontractors assigned to each account or project; and

7.2 The Contractor may allocate additional Virtual Assistants and/or Subcontractors, as appropriate, for work. The appropriateness of any Virtual Assistant and/or Subcontractor assigned to the Client's account will be determined by the Contractor. Two hours of transitional training required to replace a Virtual Assistant and/or Subcontractor will be provided at no cost to the Client.

While the Contractor aims to provide Clients with a dedicated Virtual Assistant and/or Subcontractor to provide the Services in as efficient a manner as possible, there can be no guarantee the Client will always have the same Virtual Assistant and/or Subcontractor. Notwithstanding this fact, the Contractor does guarantee the Client will always have access to vetted and skilled Virtual Assistants and/or Subcontractors.

8. Assignment:

In the event of unforeseen absences (sickness, vacation leave, or the unplanned termination of a Subcontractor agreement), the Client acknowledges and agrees that the Contractor, in its sole discretion, can assign the Client's account to an equally qualified Subcontractor. The Contractor hereby undertakes to notify the Client of any such assignment.

9. Non-Solicitation:

In the event the Client would like to engage directly with the Subcontractor during the Non-Solicitation Period, the Client agrees to engage the Contractor to broker the Engagement.

In the event of a non-brokered Engagement between a Subcontractor and the Client during the Non-Solicitation Period, regardless which party initiated the Engagement, the Client shall pay to the Contractor a sum equal to 12 times the Client's highest monthly invoiced amount and a fee will be levied against the Virtual Assistant or Subcontractor for breach of contract.

10. Warranty and Client Obligations:

The Contractor uses an extensive vetting and onboarding process in order to provide the most effective and skilled support for the Client's needs, but the Client ultimately holds responsibility for the direction and approvals provided to the Subcontractor. As such, the Contractor offers no warranty on any of the information, tasks or projects completed by the Subcontractor.

Client shall:

10.1 Designate a representative to serve as primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contact"), with such designation to remain in force unless and until a successor Client Contact is appointed.

10.2 Require that the Client Contact respond promptly to any Contractor or Subcontractor request to provide direction, information, approvals, authorizations or decisions that are

reasonably necessary for Contractor and Subcontractor to perform Services in accordance with the requirements of this Agreement.

10.3 Cooperate with Contractor in its performance of the Services and provide access to Client's infrastructure, employees and/or equipment, as required to enable Contractor or Subcontractor to provide the Services.

10.4 If Contractor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Contractor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

10.5 Client shall maintain contact with the Contractor's operations team, who are available to rectify any potential issues that arise during provision of Services.

11. Entire Agreement:

This Agreement contains the entire agreement of both the Parties, and there are no other conditions or promises in any other agreement, oral or written.

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