

Agreement for Subcontractor Services

Independent Subcontractor Agreement

This independent subcontractor agreement (“Agreement”), effective _____ (“Effective Date”) is made between _____, located at _____, (“Subcontractor”) and _____, located at _____, (“Contractor”). Subcontractor and Contractor may each be referred to as “Party” or collectively as “Parties.”

Background

- A. Independent Contractor desires to outsource a portion of the Virtual Assistant work that is the nature of the Contractors business to the Subcontractor who will perform services remotely.
- B. Subcontractor is an independent contractor responsible for their own taxes and business operation that desires to provide the services sought by Contractor in exchange for compensation.
- C. Subcontractor and Contractor desire to enter into an agreement establishing an independent contractor relationship in which.

The Parties agree as follows:

Terms of Service

Services

1.1 Subcontractor shall perform the Virtual Assistant services delegated by Contractor as an independent contractor for Contractor (the “Services”). Subcontractor is not an employee of Contractor.

1.2 Contractor shall not control the manner or means by which Subcontractor performs the Services, including but not limited to the time and place Services are performed.

1.2.1 In respect to the specific services, deliverables, and deadlines, Subcontractor shall be generally available to provide Services that they choose to accept and be contacted during business hours Monday through Friday 10:00am to 5:00pm EST, not including federal holidays.

1.2.2 Parties shall communicate primarily by email. The Parties may communicate by phone call or text messaging or other messaging app or scheduled video chat during business hours only unless a time outside of business hours is mutually agreed to by both parties in advance. Subcontractor may invoice Contractor for any phone/video calls with Contractor that exceed 15 minutes.

1.3 Subcontractor shall furnish, at Subcontractor’s own expense, any equipment, software, supplies, or other materials used to perform the Services. The Subcontractor may provide Contractors access to Subcontractor’s own equipment, software, online accounts, supplies, or other materials at Subcontractor’s discretion. Contractor may provide Subcontractor with access

to the Contractor's own equipment, software, online accounts, supplies, or other materials at Contractor's discretion.

1.4 This agreement is entered into on a month to month basis. Either party can terminate this agreement at any time with written notice. 14 days of written notice is requested but not required. If either party chooses to terminate the agreement, any unpaid hours will be paid to the Subcontractor within 7 days.

Compensation

2.1 Parties agree to a trial period of no more than 5 hours of work where Contractor will pay the Subcontractor at a trial period rate of \$10 per hour worked.

2.2 After the trial period, Parties agree to increase the rate to \$20 per hour, paid on a bi-weekly basis via Paypal.

2.3 Contractor does not make guarantees about availability of work or hours.

2.4 Subcontractor shall email all invoices to Contractor at _____ .

2.5 In the event Subcontractor fails to timely invoice for any Services, Contractor may request in writing that the unsent invoice be issued within 5 days. Contractor is not obligated to pay for Services not billed within 5 days of such a written request.

2.6 Contractor shall pay or dispute the amount of the Subcontractor's invoice within 3 business days of the invoice being sent by email.

Term Length

3.1 This Agreement shall commence on _____ (the "Effective Date") and shall continue until terminated by either Party through written notice.

3.2 Upon termination, and upon written request from Contractor, Subcontractor shall return any physical items received from Contractor, deliver all electronic files and records to Contractor, and destroy any record of passwords, logins, or other confidential information provided by Contractor to Subcontractor. Likewise, upon Subcontractor's request, Contractor shall destroy any record of passwords, logins, or other confidential information provided by Subcontractor to Contractor.

3.3 Within 5 days of termination, Subcontractor shall invoice for any unbilled services performed up to the termination date ("Final Invoice"). Contractor shall pay or dispute the Final Invoice within 5 days of receipt. Contractor's obligation to pay for Services performed prior to Termination Date survives the termination of this Agreement.

Non-Disclosure

4.1 Subcontractor shall not knowingly solicit or attempt to solicit any employment or contracting work directly from Contractor's Clients except on behalf of Contractor itself for at least 2 years following termination of this Agreement. Because Contractor and Subcontractor are generally engaged in the provision of similar services, Subcontractor's communication with, or solicitation of work from, Contractor's Clients can financially harm Contractor and adversely affect Contractor's business relationship with Contractor's Clients. If Subcontractor violates this non-disclosure and non-solicitation section (Section 6), Contractor is entitled to injunctive relief, as well as all monetary damages permitted by law including the value of Contractor's lost work from Contractor's Clients.

4.2 Subcontractor shall not disclose to any person other than a representative of Contractor at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to Contractor, 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. Confidential information does not include information that is generally available to the public other than through a breach of this Agreement or information that was communicated to Subcontractor through a third party and with no confidentiality obligations.

Intellectual Property Rights

5.1 Contractor grants Subcontractor a non-exclusive right to use the Contractor's intellectual property, including but not limited to trademarks, service marks, trade names, logos, symbols, and brand names, for the limited purpose of performing Services pursuant to this Agreement. No other use of Subcontractor's intellectual property is permitted without separate written agreement between Subcontractor and Contractor.

5.2 Any work product such as documents, templates, images, or other deliverables created by Subcontractor for Contractor as part of performing the Services shall be the exclusive property of the Contractor. Upon request from Contractor, Subcontractor shall sign any documents necessary to confirm or perfect the Contractor's rights and ownership to the work product.

Written Notice

6.1 Parties shall provide written notices, requests, authorizations, or confirmations, as required by various sections of this agreement, through the following means:

6.1.1 Notice to Contractor shall be emailed to _____ .

6.1.2 Notice to Subcontractor shall be emailed to _____.

6.1.3 Notice is deemed to have been given upon the sending of the email .

By: _____

Name of signing person or business

Signature: _____

Dated: _____

By: _____.

Name of signing person or business

Signature: _____

Dated: _____