

New VA PARTNER AGREEMENT

CONFIDENTIAL – this document should not be forwarded, duplicated or replicated in any way without the express written authority of 121 Temps Pty Ltd. Please note that our standard terms (attached) apply.

VA Placements and Our One Team	121 Temps Pty Ltd ABN 29 127 951 562	("the Company")
Address	228-238 Teviot Road, North Maclean, Qld 4280	
Contact Person	Liz Parker	
Daytime Contact Number	07 3297 5656	
Phone & email	0403 265 028 ceo@vaplacements.com	

PLEASE COMPLETE

VA PARTNER Details

Company Name & ACN/ABN ("The VA Partner")

Address

Contact Person

Daytime Contact Number

Email Address

The VA Partner acknowledges that he/she has joined 121 Temps Pty Ltd member program for the purpose of receiving mentoring, support and services that will assist the VA Partner create and maintain their own independent virtual business.

In consideration of the above mentioned, the VA Partner agrees to pay to 121 Temps Pty Ltd one of the following payment plans.

(PLEASE SELECT WHICH OPTION YOU PREFER)

Option 1: Weekly

\$30.00* per week for 12 months in addition to \$2.50* per hour per subcontracted hour of work per client that was introduced by 121 Temps Pty Ltd (see attachment 1 for details)

Option 1: Annual

One payment of \$1430* per annum paid in one lump sum with signed agreement. In addition \$2.50* per hour of work provided to each client that was introduced by 121 Temps Pty Ltd and our VA Placements service (see attachment 1 for details). (saving of \$143.00)

*excludes GST where applicable

Signature:

Signed:

Name & position: (please print)

Date:

/ /

It is further acknowledged that:

1. The VA Partner shall be deemed an independent Virtual Business Owner and is not an employee, partner, agent or engaged in a joint venture with and does not have any interest in 121 Temps Pty Ltd.
2. The VA Partner agrees that all business received through 121 Temps Pty Ltd is as a result of a relationship created between the client and 121 Temps Pty Ltd in the first instance. To ensure that the work is recorded appropriately on the Company's system, the VA Partner should record all invoices raised for such work on the 121 Temps Pty Ltd Customer Relationship Management system (CRM). At such time or at the end of a billing period, the Company will raise a corresponding invoice for the VA Partner based on \$2.50 per hour (or 15% for fixed rate projects) commission on the amount billed by the VA Partner.
3. Likewise, when the VA Partner introduces clients to 121 Temps Pty Ltd and the client retains the services of another virtual assistant in the network, the VA Partner will raise an invoice for 121 Temps Pty Ltd for \$2.25 per hour (or 5% for fixed rate project)

commission earned on this work. The line item on the invoice should state that this is for commission only. (only raise invoices for a minimum of \$10 and over)

4. The VA Partner agrees to uphold the 121 Temps Code of Conduct and acknowledges that a breach of the Code of Conduct will be considered serious misconduct and may lead to termination of this agreement. Following a termination of this Agreement, the client or clients previously referred by 121 Temps will be serviced by 121 Temps current member. The Company reserves the right to take legal action to obtain recompense for any damage caused to its reputation by the VA Partner not adhering to the Code of Conduct.
5. The VA Partner warrants that:
 - a. He/She is not an undischarged bankrupt
 - b. He/She holds and will continue to hold and keep public liability insurance.
 - c. He/She will be personally responsible for the nature, quality and presentation of work or services provided directly to clients introduced by 121 Temps Pty Ltd.

STANDARD TERMS

1 Offer and acceptance

- 1.1 Our terms of engagement are made up of these standard terms, and form an offer to enter into an agreement with you regarding the services to be provided to you. If you accept this offer you will be bound by the terms and conditions of the agreement and our Code of Conduct.
- 1.2 Acceptance may be by:
 - 1.2.1 signing and returning a copy of this document,
 - 1.2.2 giving us instructions to proceed after receiving this document,
 - 1.2.3 contacting us and advising of your acceptance, or
 - 1.2.4 paying to us the amount requested in full or implementing the weekly payment option.

2 Term of agreement

This agreement will remain in place until such time that it is terminated by you in writing or until such time that 121 Temps Pty Ltd terminates the agreement. (see section 3.)

3 Termination

121 Temps Pty Ltd may terminate this Agreement at any time. In addition, if the VA Partner is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable

directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the membership of the VA Partner immediately and without prior written notice to the VA Partner.

4 Condition

It is a condition of membership that any clients introduced to the VA Partner through this program and invoiced by you that this transaction be recorded through the Company's CRM system. The amount of the invoice will be used to calculate the commission rate due to the virtual sales partner who introduced the client to the program.

In addition, any commission earned by you in introducing clients to the program yourself, should be raised in The Company's CRM to ensure a complete record is maintained and accessible for audit purposes.

5 Confidentiality:

The VA Partner acknowledges that as a member, he/she may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by 121 Temps Pty Ltd and/or used by the Company and/or the client/s that are introduced by The Company, in connection with the operation of its business. The VA Partner agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them

in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this relationship with the Company or the client. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, courses, webinar recordings, templates, guides and similar items relating to the business of the Company, coming into his or her possession, shall remain the exclusive property of the original owner, either The Company or the Client. The VA Partner shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the VA Partner shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. The VA Partner further agrees that he/she shall at all times preserve the confidential nature of his or her relationship to the Company and of the services hereunder.

6 Conflicts of Interest

The VA Partner represents that he/she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the VA Partner and any third party. Further, the VA Partner shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, The VA Partner shall devote as much of their productive time, energy and abilities to the performance of their duties as is necessary to perform the required duties to clients introduced by 121 Temps Pty Ltd in a timely and productive manner. The VA Partner is expressly free to perform services for other parties while performing services for clients introduced by the Company. For a period of one year following any termination, the VA Partner shall not, directly or indirectly hire, solicit, or encourage to leave the Company's service, any client, employee, consultant, or VA Partner of the Company or retain or provide service to any such client, employee, consultant, or VA Partner who has left the Company's service or contractual engagement within one year of such engagement. Further, within the same period of 1 year of termination of this agreement, the VA Partner shall not directly or indirectly solicit business from the Company's clients and shall not provide services to such clients without the express written permission of the Company.

7 Written Reports

The Company may request that progress reports and a final results report be provided by the VA Partner for any work performed for clients introduced by the Company. A final results report shall be due at the conclusion of all client projects and shall be submitted to the Company in a

confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

8 Invoices

- 8.1 Invoices will generally be issued monthly for commission payments.
- 8.2 We reserve the right to issue a separate invoice for any additional services that you ask us to supply which is outside this agreement.
- 8.3 Our invoices are payable on 7 days after receipt. If the invoice remains unpaid for 7 days after becoming due for payment a late fee of \$50 may be charged at the discretion of The Company to recover the cost of debt collection.

9 Successors and Assigns:

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

10 Choice of Law:

The laws of the state of Queensland shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

11 Entire Agreements:

This contract contains the entire agreement between the parties with respect to its subject matter and supersedes all prior

12 Inventions

Any and all inventions, discoveries, developments and innovations conceived by the VA Partner during engagement relative to the requirements under this Agreement shall be the exclusive property of the Client; and the VA Partner hereby assigns all right, title, and interest in the same to the Client.

13 Refunds and Cancellations

By signing this agreement, the VA Partner is committing to complete all payments due. No refunds will be given and full payment is required for any outstanding commissions on termination of this contract for any reason.

The contract shall not be modified, amended or supplemented except by an instrument in writing duly executed by the parties. In any event, these standard terms will apply to any additional work.

14 GST

Unless otherwise stated, all fees and expenses are ex-GST and where applicable will be increased by the amount of GST or other tax.

Initial here _____

Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in

Attachment 1

Weekly and Annual Payments subscription inclusions

- 1) Membership of our VA Partner Placement program – we provide client briefings and you lodge your interest in obtaining the business.
- 2) Through its collective bargaining power, 121 Temps Pty Ltd has negotiated a range of bargain rates on services required by Virtual Assistants in setting up and running their own business.

The following services are included as part of your annual subscription

- a. Domain Name - .com, .net, .info only (Value \$15.00)
- b. Web Hosting Package (Value \$155.40)
- c. Website Builder package and training (value \$180.00)
- d. Data Backup system (Value \$80.00)
- e. Access to our online New VA Business Complete Guide, Range of Guides, Templates and contracts to assist in setting up and maintaining a VA practice. (Value \$1000.00)
- f. 1 hour per month for 12 months of mentoring, support and advice (Value \$1440.00)
- g. Assistance in finding clients on an ongoing basis. (priceless)
- h. Advice on utilizing available software to address the remote issues in providing services virtually. (Value \$500.00)
- i. Access to a range of professional development activities (Value \$2000.00) including a Marketing Education Course for Virtual Assistants.
- j. Free 30 mins consultation with a qualified Accountant and Financial Planner to discuss your potential risks.
- k. Free access to an online survey tool to help you develop your services and retain your clients. (value \$600)
- l. Admittance to our profit-sharing program which provides you with an opportunity to create a passive income stream. (unlimited value)
- m. Access to our online meeting room (free for up to 20 participants) (value \$120).
- n. Use of our CRM to track your own clients (value \$600 + passive income)

Total Value: \$6690.40

Your Investment:

(Weekly) \$30.00* per week for 12 months (+ \$3.00 GST if applicable to you) OR

(Annual) One payment of \$1430.00 (+ *\$143 GST, if applicable to you) (**savings of \$143.00 = 10%**)

Please note

Additional costs incurred when a client is introduced to you through 121 Temps Pty Ltd are based on \$2.50 (+ GST if applicable) per hour of sub-contracted work accepted by you.