



Virtual Assistant Terms of Business

1. **ACCEPTANCE OF AGREEMENT.** The Client agrees to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between the Virtual Assistant and the Client, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Virtual Assistant and Client relationship, the content, products or services provided by us and the subject matter of this Agreement.
 - 1.1. **Signature.** Virtual signature may be used and recognised.

2. **ENGAGEMENT.** The Virtual Assistant agrees to perform tasks and related services to and for the Client (the "Services") as may be requested from time to time by the Client, including, but not limited to, the services specified on the first Exhibit, or any subsequent Exhibits, to this Agreement (each a "Statement of Work"), in accordance with the terms and conditions set forth therein and in this Agreement.

3. **FEES.** As consideration for the Services to be provided by the Virtual Assistant and other obligations, the Client shall pay to the Virtual Assistant the amounts specified in the Statement of Work.
 - 3.1. **Expenses.** The Virtual Assistant shall bill and the Client shall reimburse the Virtual Assistant for all reasonable and pre-approved out-of-pocket expenses that are incurred in connection with the performance of the Services.

Telephone, travel, printing, scanning, stationery, postage and other expenses will be charged separately to hourly rate / package cost where incurred. Mileage for required car travel will be charged at a rate of 45p per mile plus hourly rate.
 - 3.2. **Invoicing.** All charges are billed in 15-minute increments and charged on a monthly basis. The Virtual Assistant reserves the right to change the original quotation following suitable consultation with the Client, if the Client's original requirements change. A time record can be shared with the Client, but this must be requested in advance and specified in the Statement of Work in order that the necessary document can be sent to the Client as required.

For time-based services, the Virtual Assistant will bill the Client after the execution of the Services specified in the Statement of Work. A Deposit of up to 30% may be requested before commencement of work for 'Pay As You Go' Clients.

Monthly retainer packages must be paid in advance and no retained hours can be carried over to the subsequent month.

Invoices are to be settled within fourteen (14) days upon the delivery unless otherwise agreed. The final invoice shall include billable time, reimbursable expenses and other fees related to the Work. Payment is to be made via BACS transfer.

- 3.3. **Late payments.** Payments not received by due date will result in work cessation. The Virtual Assistant reserves the right to refuse completion or delivery of work until past due balances are paid. All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied.
- 3.4. **Interest on late payments.** In the event the Client fails to remit payment of any amount due under this Agreement on or before the due date, in addition to any other rights the Virtual Assistant may have hereunder, the payment will accrue interest from that date due at the annual rate of 8% above the base lending rate from time to time of the official dealing rate of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement and the Client shall pay the interest immediately on demand.
- 3.5. In the event of collection enforcement, the Client shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorney's fees, courts costs, and collection agency fees.
- 3.6. All charges will be reviewed on 1st August of each year and the Client will be notified of any new charges in writing.

4. **TERM OF AGREEMENT.** The Virtual Assistant shall provide, with reasonable care and skill, and otherwise in the manner customarily performed by service providers in the Virtual Service industry, services to the Client for a period according to the timescales outlined in the Statement of Work.
 - 4.1. **Early Termination.** Either Party may terminate this Agreement:
 - 4.1.1. Immediately in the event that either Party breaches this Agreement; or
 - 4.1.2. At any time either party must give 72-hours written notice to the following email address: hello@hare-we-are.com to revoke this Agreement.
 - 4.2. **Payment Upon Early Termination.** In the event of such termination, The Virtual Assistant shall be paid for any portion of the Services that have been performed prior to the termination in accordance with the Statement of Work. The Virtual Assistant shall deliver to the Client all services performed on the Work, up to the time of the cancellation, and the final invoice within 72 hours. The Client shall then settle the balance of the final invoice within one week.
5. **STATEMENT OF WORK.** The Statement of Work and the obligations thereunder shall terminate upon the Client's acceptance of all Services and Work Product contemplated therein and full payment to the Virtual Assistant thereunder. The Parties may enter into any subsequent Statement of Work for additional Services to be performed by The Virtual Assistant which shall be subject to the terms of this Agreement, unless otherwise specified. The additional Services will be agreed in subsequent email correspondence between the Parties.
6. **CHANGES TO THE SERVICES.** Any material changes to the Services, including the schedule, deliverables, and related fees, must be approved by the prior written consent of the Party not requesting the change. If the Client wants more Work than the time/package already purchased,

the Client needs to either scale back their requirements or purchase more hours subject to availability.

If turnaround of work of 24 hours is requested, additional charges of 25% may be applied.

7. **SUBCONTRACTING.** In the performance of its obligations hereunder, the Virtual Assistant shall have the right, in its sole discretion, to assign, transfer, charge, delegate or subcontract its rights and responsibilities to any third party, provided that the Virtual Assistant shall remain responsible for the performance of any such third party. The Client shall not, without the Virtual Assistant's prior written consent, assign or transfer in any other manner with all or any of the Client's rights or obligations under the Agreement. If the Client wants the third party to work directly for them, the Virtual Assistant would consider releasing the third party from their contractual obligations for a suitable fee, representing the cost of locating, recruiting and training a substitute and loss of profit during this period.
8. **LOCATION OF SERVICE PERFORMANCE.** Services shall be executed and supplied virtually via email, Zoom, phone or other virtual means from the Virtual Assistant's location in London, United Kingdom (see clause 17.2).
9. **OFFICE HOURS AND COMMUNICATION.** Office hours are Monday through Friday, 9:00 am to 5:30 pm. The office is closed on weekends, Bank Holidays and between Christmas and New Year. The Client will be notified of any further holidays booked.

Email is to be the primary form of communication between the Client and Service Provider. The Virtual Assistant is available for phone calls during office hours only. Occasional calls of only a few minutes in duration are not typically billed to the Client. However, the time of both parties must be respected, and calls lasting over 10 minutes will be billed to the Client. Telephone/Zoom meetings must be prescheduled. Cancellation requires a minimum of 24-hour advance notice. Missed meetings or cancellations without sufficient notice will be billed to the Client.

If the Client requests Services outside of the above specified hours, the Virtual Assistant reserves the right to charge an additional 50% of the fees.

10. **MATERIALS AND INFORMATION.** The Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. The Client will not breach any third party copyright, trade/service mark or privacy rights in sending material to the Virtual Assistant to perform the work. This means the Client will not use any confidential or restricted information that belongs to another party in sending the Virtual Assistant work. The Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for the Virtual Assistant to perform or complete the Services. The Client ensures that the necessary permissions to use provided materials have been obtained. In order to comply with GDPR, the Client will be asked how they obtained any details contained in databases for marketing work.
11. **GDPR COMPLIANCE.** Both Parties hereby ensure that they are in full compliance with their respective obligations under the General Data Protection Regulation, (GDPR) (EU) 2016/679. Each Party will, if applicable, notify the other Party in a timely manner in the event of a data breach that involves the other Party's data.

- 11.1. The Virtual Assistant will process the Client's personal data in line with Hare We Are's Data Privacy Policy. The Virtual Assistant will process third party personal data in the provision of Work on behalf of the Client and will be acting as 'data processor' for the Client and the Client is the 'data controller'. Where this is the case, it will be in response to the Client's written instructions except where the law requires the Virtual Assistant to.
 - 11.2. All work will be kept on file for a period as set forth in the Agreement (the "Specifications"). After this time, work will be deleted unless specifically instructed. The Client's information is held securely and backed up in accordance with UK Data Protection Laws, including GDPR. Both secure email and compliant cloud storage is used and is backed up to an external hard drive for business continuity.
 - 11.3. Hare We Are Limited is an ICO registered organisation (ICO Registration number: ZA236890). All information requests should be made via email in the first instance to hello@hare-we-are.com. The Privacy policy can be viewed in the following link <https://www.hare-we-are.com/privacy>. Contracts issued will be governed by English Law.
12. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Virtual Assistant's relationship to the Client shall be that of an independent contractor. Nothing in this Agreement shall be construed to create any partnership, joint venture, employer-employee or agency relationship between Client and Virtual Assistant. The Virtual Assistant shall not represent to any third party that any such relationship exists. The contractor relationship shall be non-exclusive. The Virtual Assistant shall be free to work with other companies so long as such work does not present a conflict of interest with regards to this Agreement or result in the disclosure of Confidential Information (defined below).
 13. **OWNERSHIP.** All deliverables, ideas, inventions, improvements, methods, processes, works of authorship and other forms of intellectual property that the Virtual Assistant conceives, reduces to practice or develops during the term of the Agreement, alone or in conjunction with others, in connection with performance of the Services, including designs, data, software code, ideas, inventions, know-how, materials, marks, methods, procedures, tools, interfaces, and other forms of technology as well as any intellectual property rights of any kind therein (collectively, the "Work Product"), will be the sole and exclusive property of the Client. The Virtual Assistant hereby irrevocably assigns to the Client all right, title and interest worldwide in and to the Work Product and all intellectual property rights therein. This will not include the rights to any templates or structures or methodologies that the Virtual Assistant used to create materials. Information and documents which are provided to the Client remain the absolute property of the Virtual Assistant unless and until assigned to the Client. The Virtual Assistant will not access, copy, use, distribute or publish any part of any information, data or documents created uniquely for the Client (once paid for).
 14. **CONFIDENTIALITY.** The Virtual Assistant may obtain access to information related to Client's business (including trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and proprietary information of third parties provided to the Client in confidence) that the Client considers to be confidential or proprietary or the Client has a duty to treat as confidential. The Virtual Assistant will, unless having the written consent of the Client, (a) hold all Confidential Information in strict trust and confidence; (b) not use or permit others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement; and (c) not disclose or permit

others to disclose any Confidential Information to any third party without obtaining the Client's express prior written consent on a case-by-case basis.

- 14.1. **Exceptions.** The Virtual Assistant's obligations with respect to any portion of the Client Information as set forth above shall not apply when Virtual Assistant can document that (i) it was in the public domain at the time it was communicated to the Virtual Assistant by the Client; (ii) it entered the public domain subsequent to the time it was communicated to the Virtual Assistant by the Client through no fault of the Virtual Assistant; (iii) it was in the Virtual Assistant's possession free of any obligation of confidence at the time it was communicated to the Virtual Assistant by the Client; or (iv) it was rightfully communicated to the Virtual Assistant free of any obligation of confidence subsequent to the time it was communicated to the Virtual Assistant by the Client.
- 14.2. **Passwords.** Should the Client decide to grant the Virtual Assistant access the Client's business and/or personal accounts, the Client does so entirely at their own risk, and the Client is fully responsible for ensuring the security of the Client's data. The Client will be solely responsible for any loss, liability or violations that might occur as a result of such access as long as any such loss can be directly tied to the work carried out under this agreement.
15. **INDEMNIFICATION.** Both parties agree to defend, protect, indemnify and hold one another harmless from any and all lawsuits, claims, damages, demands, liabilities or losses, including reasonable attorney fees and costs, brought, made or claimed as a result of any acts, including omissions, which are not outlined in this agreement.
16. **WARRANTIES AND REPRESENTATIONS.** Each Party hereby warrants and represents that such Party is free to enter into this Agreement, and that this Agreement does not violate the terms of any agreement between such Party and any third party.
17. **LIMITATION OF LIABILITY.** In no event will the Virtual Assistant be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to this Agreement. The Virtual Assistant's total cumulative liability in connection with this Agreement, whether in contract or tort or otherwise, will not exceed the aggregate amount of Fees owed by the Client to the Virtual Assistant for Services performed under this Agreement during the 12 months preceding any settlement or adjudication of any claim.
 - 17.1. **Insurance.** Both parties affirm that the appropriate insurance coverage with regards to the Services agreed upon has been obtained. If the Client wishes the Virtual Assistant to take out additional insurance, that can be arranged if the Client agrees to pay the additional cost. Current certificates of cover and policy terms can be sent to the Client upon request.
 - 17.2. Due to reasons of safety and insurance, personal visits to the business premises are not permitted. Any necessary in person meetings will be held at an alternative location (see clause 8).
18. **WORK PRODUCT CONFORMITY.** The Virtual Assistant further warrants that the Work Product will fully conform to the specifications, requirements and other terms set forth in this Agreement (the "Specifications") and the first Exhibit. If the Client determines in its sole discretion that the Work Product does not conform to the Specifications, the Client shall inform the Virtual Assistant, within 3 working days of the Work Product delivery, of such nonconformity and the Virtual Assistant will repair or replace the Work Product without extra charge. If the Client does not voice any concerns within 3 working days, the Virtual Assistant is not obligated to do any remedial work free

of charge. If the Client's request goes beyond the Specifications, the request will not be considered a remedial request and the Virtual Assistant will inform and bill the Client with regards to the requested changes.

Turnaround of the work is usually within 48 hours, although this will be dependent on the task required. If, expected to take longer, then the Client will be contacted via the agreed communication channels. If the Client has an urgent job, the Virtual Assistant will endeavour to accommodate it following a discussion and within reason. This may result in additional time-related charges pursuant to changes to the services and office hours (see clause 6 and clause 9). For one-off or non-standard projects turnaround times will be advised in the acknowledgement email and/or specified on the first Exhibit.

19. **AMENDMENTS AND WAIVERS.** Any term of this Agreement may be amended or waived only with the written consent of both Parties.
20. **FORCE MAJEURE.** The Virtual Assistant shall not be considered in breach of this Agreement to the extent that performance of the obligations outlined herein is prevented by an event of Force Majeure, including but not limited to:
 - 20.1. Natural disasters (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
 - 20.2. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
 - 20.3. Rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - 20.4. Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - 20.5. Riot, commotion, strikes, go slows, lock outs or disorder.
21. **DISPUTE RESOLUTION.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of England and Wales, without giving effect to the principles of conflict of laws. The Parties may agree to alternative methods of dispute resolution, including negotiation, mediation and arbitration. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.
22. **SEVERABILITY.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.