

3. SERVICES TO BE PROVIDED

During the length of the contract, the "Virtual Assistant" shall serve "The Client" and perform any and all services in administration matters as "The Client" requires in connection with "The Client's" business. The "Virtual Assistant" will also provide supervisory and advisory services to "The Client" when requested.

4. PAYMENT TO "VIRTUAL ASSISTANT"

"The Client" agrees to pay the "Virtual Assistant" for services at the following rates:

\$ _____ /Hour.

5. WHEN PAYMENTS ARE DUE

The "Virtual Assistant" shall invoice "The Client" on a bi-weekly basis for services rendered which invoices will be due and payable: **Upon Receipt.**

6. CONFIDENTIALITY

- a. "Virtual Assistant" hereby acknowledges that "The Client" has made, available to "Virtual Assistant" certain customer lists, pricing data, supply sources, techniques, computerize data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licensed to, "The Client" or its clients/customers ("Customers"), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the "Confidential Material").
- b. "Virtual Assistant" acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or the others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to "Virtual Assistant's" obligation under this agreement, "Virtual Assistant" shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to "Virtual Assistant's" obligations pursuant to their relationship with "The Client", "Virtual Assistant" shall not make any duplication or other copy of the Confidential Material.
- c. "Virtual Assistant" shall not remove Confidential Material or proprietary property or documents with written authorization. Immediately upon request from Company, "Virtual Assistant" shall return to Company all Confidential Material or proprietary property or documents. "Virtual Assistant" shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. "Virtual Assistant" further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of "The Client" Confidentiality Material.

7. PROPRIETARY INFORMATION

- a. For the purpose of this Agreement, "Proprietary Information" shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, marketing, advertising, business or finances or Company, its affiliates or related entities.
- b. All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by "Virtual Assistant" during the term of the relationship with the "The Client" or the three (3) month period immediately following termination of that relationship, shall be the sole and exclusive property of "The Client" for any purpose or use whatsoever, and shall be disclosed promptly by "Virtual Assistant" to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Propriety Information is made, written, discussed, developed, secured, obtained or learned, (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company's materials, tools, instruments, or (e) on Company's premises or otherwise.

8. TERMS OF AGREEMENT

This agreement shall become effective _____, 20_____.

9. ENTIRE AGREEMENT

This contract expresses the entire agreement between "The Client" and the "Virtual Assistant" regarding this matter. This agreement can only be modified with another written agreement signed by both "The Client" and the "Virtual Assistant". This agreement shall be binding upon "The Client" and the "Virtual Assistant" and their respective heirs, legal representatives and successors in interest.

10. LEGAL FEES

If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

11. GOVERNING LAW

This agreement shall be interpreted according to the laws of the Province of Newfoundland & Labrador, Canada.

12. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as to the day and year first above written.

THE CLIENT

MARSH VIRTUAL OFFICE & ASSOCIATES

Authorize Signature

Authorize Signature

Print Name

Print Name