

KW EMPIRE LIMITED

Virtual Administration, Event Logistics & Travel Coordination Services

TERMS & CONDITIONS OF SERVICE (AGREEMENT)

This document sets forth the terms & conditions of service for the provision of Virtual Assistant services (hereinafter referred to as “Agreement”) and serves as a legally binding document.

This Agreement has been made on the XX day of (Month, Year) between KW Empire Limited and {{Client Name}}.

In this Agreement, the party who is contracting to receive the services shall be referred to as the “Client” and the party who will be providing the services shall be referred to as the “Service Provider”.

1: DESCRIPTON OF SERVICES:

Beginning on {{Start Date}}, the Client hereby engages the Service Provider, and the Service Provider accepts such engagement to provide the following services for the Client (hereinafter referred to as the “Services”):

- {{Services}}

The Client and Service Provider may agree in a separate, written document to expand the scope of Services to include additional tasks. Such document may be informal, such as an email.

2: SERVICE LOCATION:

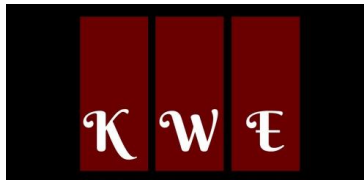
The Services to be provided under this Agreement shall be performed at the Service Provider’s place of business. (i.e. Home Office). Onsite attendance at the Client’s place of business or at events may be facilitated with prior arrangement.

3. SCHEDULE, AVAILABILITY & HOLIDAYS:

There will be no fixed schedule in terms of set times of work, unless the Client specifically requests for the Service Provider to be available between particular hours or on particular days. Otherwise the Service Provider will work to their own schedule to undertake all work within the given deadlines/timeframes. Weekend coverage may be arranged with prior arrangement.

If the Service Provider becomes unavailable to fulfil commitments to the Client (i.e. due to sickness, emergency), the Service Provider agrees to notify the Client as soon as possible, and inform the Client if the interruption is temporary or long-term.

The Service Provider agrees to give the Client sufficient notice (min. 14 days) of any planned holidays during which the Service Provider will be unavailable to carryout Services.



4. FEES & EXPENSES.

The Client will pay compensation to the Service Provider for the Services at a rate of {{Fee Amount}} per hour/week/month.

This compensation shall be payable and due within 7 days upon receipt of invoice.

The billing cycle will be monthly (on last working day of the month), except for the first week of service, which will be billed immediately upon completion of the first week.

Payment can be made via bank transfer, debit or credit card (via PayPal).

A late fee of \$50 USD per month will apply to any past due invoices.

The Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs will be accompanied by receipts or reasonable supporting documentation, where a receipt is not available.

The Client agrees to reimburse any expenses incurred with attending onsite premises or events, such as flights, hotels, calls costs, per diem and any other event related expenses. Where possible, the expense amount/cap will be agreed in advance.

5: RELATIONSHIP OF PARTIES:

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other.

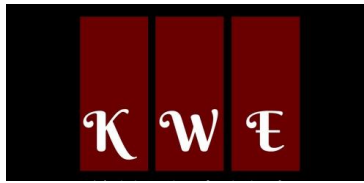
It is understood by both parties that Service Provider is an independent contractor with respect to the Client and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Service Provider.

6: NONEXCLUSIVITY:

The Service Provider may be engaged or employed in any other business, trade, profession or other activity which does not place the Service Provider in conflict of interest with the Client, provided that, during the term, the Service Provider shall not be engaged in any business activities that explicitly compete with the business of the Client without the Client's prior written consent.

7. LIABILITY/ FORCE MAJEURE:

The Service Provider will not be liable for loss, damage or delay of Client's project due to circumstances beyond the Service Provider's control. Such circumstances may include (but are not limited to) acts of God, natural disasters, public unrest, power outages, and inability to contact Client. In the event of such loss, damage or delay, the Service Provider will make every effort to notify Client immediately.



8: CONFIDENTIALITY AND NONDISCLOSURE:

The Service Provider hereby acknowledges and agrees that the Service Provider may receive confidential and/or proprietary information relating to the Client's business, 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.

The Service Provider understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be detrimental to the Client.

The Service Provider will protect such information and treat it as strictly confidential.

The Service Provider agrees not to divulge, disclose or communicate the confidential and/or proprietary information by any means not authorized by the Client to any third parties.

The Service Provider agrees not to use the confidential and/or proprietary information for any purpose except those expressly authorized by the client.

The Service Provider agrees to inform the Client immediately if the Service Provider becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

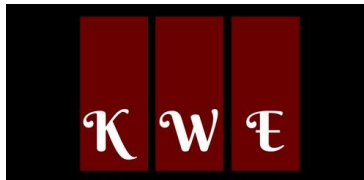
This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Service Provider will return to the Client all records, notes documentation and other items that were used, created, or controlled by the Service Provider during the term of this Agreement with the exception of items purchased by the Service Provider and not reimbursed by the Client.

9. NON-SOLICITATION:

The Service Provider agrees that during the term of this Agreement, and for 1 year following the termination of this Agreement, the Service Provider shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of the Client other than on behalf of client himself.

10. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



11. TERM/TERMINATION:

Either Party may terminate this Agreement upon 14 days written notice to the other party.

Each party may terminate the Agreement immediately without prior notice in the event of a breach of terms by either Party.

This Agreement will also immediately terminate upon death of the Service Provider or the Client, the inability of the Service Provider to perform the Services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client in any manner, or the filing of any petition by or against the Client or the Service Provider.

Upon Termination, all fees and reimbursements shall be paid and provided to the Service Provider as they have accrued up to the date of termination.

Upon termination of this Agreement, or at any other time upon the Client's written request, the Service Provider shall promptly;

- Deliver to Client all deliverables and tangible documents and materials
- Permanently erase all confidential and/or proprietary information from any of the Service Provider's computer systems
- Certify in writing to the Client, that the above measures have been executed.

This Agreement embodies the entire agreement between the Client and the Service Provider relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties.

CLIENT:

Signature of Representative: _____

Name, Title: _____

Company Name: _____

Date: _____

SERVICE PROVIDER:

Signature of Representative: _____

Name, Title: Keisha Walters, Director

Company Name: KW Empire Limited

Date: _____