



VITALIS OUTSOURCING
SOURCE • BRIDGE • THRIVE

Vitalis Outsourcing Master Service Agreement

This Master Services Agreement (the "Agreement") is entered into as of _____ ("Effective Date") by and between **Vitalis Outsourcing, LLC**, a company organized and existing under the laws of the United States with offices in Savannah, Georgia (hereinafter referred to as "Company" or "Vitalis Outsourcing"), and _____ [Client/Business Name], with an office address at _____ (hereinafter referred to as "Client"). Client's affiliates may purchase Services (as defined below) so long as such affiliates executes the same process for such Services. Company, Client and its affiliates may be referred to in this Agreement individually as a "Party" or collectively as the "Parties". **This contract is MONTH TO MONTH**

1. Services

1.1. **Scope of Services:** Service Provider agrees to provide virtual executive assistant services ("Services") as further described in the Talent Outline Plan ("TOP") to be provided after the Client's confirmation of the selected service package and the specific services required.

1.2. **Service Plan:** The Client agrees to the 20-hour per week service plan, billed at \$739 per month. Services will include tasks such as inbox and calendar management, travel arrangements, research, client support, social media and marketing, lead sourcing, and other administrative tasks as required.

1.3. **Confirmation and TOP:** Upon selection of the service package and confirmation of specific services, the Service Provider shall prepare and deliver to the Client a Talent Outline Plan (TOP). The TOP will specify the detailed nature of the Services to be provided, the assigned talent(s), and any additional terms agreed upon regarding the performance of the Services. The TOP will be incorporated by reference into this Agreement.

2. Term and Termination

2.1. **Term:** This Agreement will commence on the Effective Date and will continue on a month-to-month basis unless terminated by either Party as provided herein.

2.2. **Termination for Convenience:** Either Party may terminate this Agreement for convenience upon providing thirty (30) days' written notice to the other Party.

2.3. Effect of Termination: Upon termination of this Agreement, Client will be liable for payment of all services rendered up to the effective date of termination, and any unused hours for the month will not be refunded unless otherwise mutually agreed in writing.

3. Payment Terms

3.1. Fees: Client agrees to pay Service Provider the applicable fees based on the selected service package. Payment for the Services is due in advance of each service period.

3.2. Late Payments: Any amounts not paid when due shall accrue interest at the rate of two percent (2%) per month, or the maximum legal rate, whichever is lower. In addition, the Service Provider may suspend Services in the event of non-payment until all overdue amounts, including interest, are paid in full.

3.3. Non-Refundable: Payments made under this Agreement are non-refundable except as expressly provided herein or agreed in writing by the Parties.

4. Confidentiality

4.1. Confidential Information: Both Parties acknowledge that, in the course of the performance of this Agreement, either Party may have access to confidential and proprietary information of the other Party ("Confidential Information"). Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and not to use or disclose such information except as necessary to perform its obligations under this Agreement.

4.2. Exclusions: Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) is lawfully obtained from a third party without breach of confidentiality; (iii) is independently developed without reliance on the Confidential Information; or (iv) is required to be disclosed by law or court order.

4.3. Duration of Confidentiality: The confidentiality obligations of the Parties shall survive the termination or expiration of this Agreement for a period of three (3) years, except for trade secrets, which shall remain confidential for as long as they are legally protected.

4.4. Pre-Existing Materials: Notwithstanding the foregoing, the Service Provider retains all rights, title, and interest in any methodologies, processes, techniques, tools, or intellectual property used or developed prior to or independently of the Services provided under this Agreement. The Client is granted a non-exclusive, royalty-free license to use any such materials incorporated into the deliverables for the purpose of receiving the Services.

5. Indemnification

5.1. Indemnification by Client: The Client agrees to indemnify, defend, and hold harmless the Service Provider, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) any breach of this Agreement by the Client; (ii) the Client's use of the Services; or (iii) any violation of applicable law by the Client.

5.2. Indemnification by Service Provider: The Service Provider agrees to indemnify and hold harmless the Client, its officers, directors, employees, and agents, from any claims, liabilities, damages, losses, or expenses arising out of or in connection with: (i) the Service Provider's breach of this Agreement; (ii) any infringement of third-party intellectual property rights by the Service Provider; or (iii) gross negligence or willful misconduct by the Service Provider.

6. Limitation of Liability

6.1. Limitation: In no event shall either Party be liable to the other for any indirect, special, incidental, or consequential damages (including, without limitation, lost profits, business interruption, or loss of data), whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

6.2. Cap on Liability: Except for claims related to indemnification, confidentiality, or intellectual property infringement, the total aggregate liability of either Party for all claims arising under or related to this Agreement shall not exceed the total fees paid by the Client to the Service Provider during the twelve (12) months preceding the claim.

7. Governing Law and Dispute Resolution

7.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.

7.2. Dispute Resolution: Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in [Insert Location] in accordance with the rules of the American Arbitration Association (AAA). The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

7.3. Force Majeure: Neither Party shall be liable for delays or failure in performance caused by circumstances beyond its reasonable control, including acts of God, government restrictions, natural disasters, or pandemics.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereto have executed this Agreement:

By: _____

[Client's Name]

By: _____

[Client's Signature]

Date: _____

By: _____

[Company Representative's Name]

By: _____

[Company Representative's Signature]

Date: _____

Exhibit A

Talent-Client Matching Procedure

A. Matching.

The Relationship under this Agreement shall proceed in the following order, unless specified otherwise in the Agreement:

1. Client shall pay to Company the required first month subscription amount.
2. On the same day, Company and Client shall execute this Agreement upon payment of the required subscription amount.
3. Client will undergo an onboarding process during which it will be matched to a Talent by the Company at its reasonable discretion.
4. Upon matching, the name of the Talent will be advised by Company to Client through the latter's nominated email address _____. The email advice shall be a binding document as to the beginning of the partnership between Client and the Talent, the latter acting on behalf of Company, pursuant to this Agreement.
5. Services shall be deemed rendered by Company to Client upon the first formal virtual meeting between Client and the Selected Talent (known and hereinafter referred to as the "Kick-off Call").

B. Rematching.

In the event that a new Executive Assistant is requested by Client, a rematch may occur, wherein steps 3 and 4 of the foregoing process (Clause A of this Exhibit B) shall be repeated to replace the Talent first matched with Client ("outgoing" Talent). The binding partnership between the outgoing Talent and Client shall automatically cease once the new Talent ("incoming" Talent) and Client have their Kick-off Call.

For avoidance of doubt, in case of rematching, the name of the selected incoming Talent will be advised by Company to Client through the latter's nominated email address provided in Clause A hereof. The email advice shall be a binding document as regards Client's Selection of the incoming Talent and the beginning of the partnership between Client and the incoming Talent, the latter acting on behalf of Company, pursuant to this Agreement. Services to Client of the incoming Talent on behalf of Company shall be deemed rendered to Client upon the latter and incoming Talent's Kick-off Call.

Exhibit B
Mutual Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into by **Vitalis Outsourcing, LLC** ("Vitalis") and the Client (individually the "Party" and collectively the "Parties") named hereunder, who agree as follows:

A. Vitalis

Vitalis Outsourcing, LLC a corporation duly organized and existing under the laws of **The United States** with offices in Savannah, Georgia.

ARTICLE 1: CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, employee, agent, consultant, successor, or assign of any department or business area of any Party hereto, including their affiliates and subsidiaries, (hereinafter "Disclosing Party") to the other Party, including their affiliates and subsidiaries, (hereinafter "Receiving Party") and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information".

For avoidance of doubt, this Agreement also extends to Vitalis' Talents and the Talent's Managers who are also considered as a Receiving Party under this Agreement. Should the Client require the Talent to execute an additional NDA, the Talent's Manager shall also be bound by that additional Agreement, and shall likewise be required to participate and execute the said Agreement.

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential Information shall include but not be limited to products or planned products, processes and/or procedures, technological achievements and

interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both Parties, including the service fees, incentives and any other consideration negotiated or to be provided for the Transaction, and other information deemed proprietary or confidential by the Disclosing Party or any other matter in which the Disclosing Party may have any interest whatsoever. It shall also include any materials, information, processes, plans, and procedures treated by the Disclosing Party as, and deemed under applicable law to be, trade secrets ("Trade Secrets").

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the Confidential Information.

The term Confidential Information does not include information which: (a) has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (b) prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; (c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therewith without restriction on the third party's or the Receiving Party's rights to disseminate and without notice of any restriction against further disclosure; (d) is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or (e) is disclosed with the written approval of the Disclosing Party or after the applicable period of confidentiality pursuant to Clause D has expired.

g Party. Copies shall be deemed confidential and, in all respects, subject to the terms and conditions of this Agreement.

No other rights, and particularly no license and no assignment of intellectual property rights, including copyrights, patent rights, design rights, trademarks, and mask work, protection rights are implied or granted under this Agreement. Neither Party shall make use of the existence of any bilateral business relationship

between them for the purpose of their own advertisement.

ARTICLE 4: PROPERTY OF DISCLOSING PARTY

All Confidential Information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended herein, except as may be required by applicable law or legal process.

The Receiving Party shall not disclose, reproduce, or disseminate such Confidential Information to anyone, except to those directors, employees, agents, consultants, successors, and assigns (including those of its parent, subsidiaries and affiliates) on a need-to-know basis for purposes of the Transaction stated in Clause C.

If the Receiving Party is requested by a government entity or other third party to disclose any Confidential Information, it will promptly notify the Disclosing Party to allow the latter to seek a protective order or take other appropriate action, at the sole cost and expense of the Disclosing Party. The Receiving Party will also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information.

ARTICLE 5: SAFEKEEPING

The Receiving Party shall use the same care to avoid disclosure or unauthorized use of the Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care. It is agreed that all Confidential Information shall be retained by the Receiving Party in a secure place, and Confidential Information will be disclosed only to each Party's employees, agents, consultants, successors, and assigns who are involved in the Transaction or have been engaged for the purpose of discussing the Transaction, which the Disclosing Party has prior notice of such engagement; provided that in the event of such disclosure to any third person or entity not employed or retained by the Receiving Party, the Receiving Party shall nonetheless remain liable for any unauthorized disclosure by such person or entity.

It is further agreed that the Receiving Party shall ensure that all of its directors, employees, agents, consultants, successors, and assigns (including those of its parent, subsidiaries and affiliates) having access to Confidential Information agree to be bound by confidentiality obligations substantially equivalent to the terms and conditions as set out in this Agreement.

ARTICLE 6: RETURN OF CONFIDENTIAL INFORMATION

All Confidential Information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and in any event, upon termination of this Agreement.

For the avoidance of doubt, the Receiving Party will not be required to destroy electronic records automatically backed up in the ordinary course of business for disaster recovery purposes. Such electronic records shall be kept confidential in accordance with the terms and conditions of this Agreement until the time these electronic records are destroyed.

A Party violating its obligations under this Agreement shall be responsible to the other Party for all damages directly caused by such breach. Moreover, because money damages may not be a sufficient remedy for any breach of the foregoing covenants and agreements, the Disclosing Party shall be entitled to resort to specific performance and injunctive and other equitable relief as a remedy for any such breach of this Agreement in addition to all monetary or other remedies available at law or in equity.

ARTICLE 8: NO REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and the Receiving Party agrees that the Disclosing Party and its employees and agents shall have no liability to the Receiving Party resulting from any use of the Confidential Information.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party.

ARTICLE 12: PERSONAL INFORMATION

In the interest of both Parties, the Disclosing Party agrees not to send the Receiving Party any information that can identify an individual ("Personal Information") unless both Parties otherwise mutually agree. In such circumstances, the Receiving Party shall comply with the obligations imposed on the Receiving Party by this Agreement, the Master Service Agreement and applicable data privacy laws.

In providing the Receiving Party with Personal Information, the Disclosing Party will be acting as the Personal Information Controller. The Disclosing Party confirms that it has complied with the relevant data privacy laws.

ARTICLE 14: LEGAL CAPACITY OF REPRESENTATIVES

Each Party represents and warrants to the other Party that it or its representative executing this Agreement on its behalf is duly appointed and acting representative and has the legal capacity required under applicable law to enter into this Agreement and bind it.

ARTICLE 15: GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the **United States of America** without regard to any conflicts of law rules.

In case of a dispute between the Parties arising out of, in connection with, or relating to any provision of this Agreement, a Party shall send a written notice to the other Party specifying the dispute and stating that such dispute needs to be settled between them. Within five (5) calendar days from receipt by the other Party of such written notice, the Parties shall arrange for their respective representatives to meet not later than ten (10) calendar days from receipt by the other Party of the written notice to discuss and negotiate an amicable settlement. The Parties shall endeavor in good faith to reach a settlement mutually acceptable to them within thirty (30) Business Days from the date of their first meeting.

If the Parties are unable to settle the dispute amicably in accordance with this Article or if the dispute remains unresolved after a further period of thirty (30) Business

Days from the date of their first meeting, the same shall be determined by arbitration in New York, applying the law of the United States before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the resulting Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The Parties hereby waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either Party in the manner authorized by applicable law or court rule.

ARTICLE 16: COUNTERPARTS; ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement.

This Agreement may be executed electronically or by way of electronic signature and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and binding upon the Parties. If this Agreement shall be executed electronically, the best evidence of this Agreement shall be a copy of this Agreement bearing an electronic signature, in portable document format (.pdf) form, or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

IN WITNESS WHEREOF, the Parties have hereunto
affixed their signatures.

Vitalis Outsourcing, LLC

By: _____
Authorized Representative

CLIENT:

By: _____
Authorized Representative