

Virtual Assistant Agreement

Party A (Client) :

Party B (Virtual assistant) :

盛利/Sheng Li

地址：上海浦东新金桥路 196 号 509 室

联系人：盛利

电话：18918151538

电邮：seo.shengli@yahoo.com

This is an agreement between [Mr.Li Sheng](#) operating as the Virtual Assistant) and [_____], (Hereafter referred to as the Client) .

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.

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 Exhibit A, 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.

3.2 Invoicing. The Virtual Assistant will bill the Client before the execution of the Services specified in the Statement of Work. [Invoice is issued in advance to the client.](#)

3.3 Late payments. Payments not received by the 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.

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.

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 of [] through to but not exceeding []. The Virtual Assistant will provide ongoing services after having the acceptance of the Client.

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 upon five days' written notice to the following email address: seo.shengli@yahoo.com

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.

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.

7. Subcontracting.

In the performance of its obligations hereunder, the Virtual Assistant may assign, transfer, charge, delegate, or subcontract its rights and responsibilities to a third party after receiving written consent

from the Client."

8. Location of Service Performance.

Services shall be performed and provided virtually via email, wechat or other virtual means from the Virtual Assistant' s location in ShangHai China.

9. Office Hours and Communication.

Office hour is two hours per day; Five days per week from Monday to Friday. [The two hours per day may be spread out throughout the day, as required by the Client, rather than spent all in one contiguous block, to ensure timely responses and updates.](#) Email is to be the primary form of communication between the Client and Service Provider. The Virtual Assistant is available for wechat conversation. The time of both parties must be respected, the conversation meeting will be prescheduled. Cancellation requires an advance notice. If the Client requests Services outside of the above specified hours, the Virtual Assistant reserves [the right to charge the fee 25 USD per hour. If the client' s work does not consume two hours per day, the virtual assistant does not accept to add it up to the next day due to the reason that frequent checking messages is already time-taking, and refrains my plans to take other jobs.](#)

[Before commencing any task that would require extra charge, the Virtual Assistant shall first notify the Client that the task would exceed standard work hours.](#)

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 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.

11. Data Privacy and Compliance. Both Parties hereby ensure that they are in full compliance with their respective obligations under the Data Protection Act. 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.

12. Relationship. The Virtual Assistant's relationship to the Client shall be that of an independent contractor. This Agreement shall be voided when the virtual assistant and client start to create a partnership, joint venture, **or** employer-employee.

13. Confidentiality.

During the term of this agreement and for a period of one year after it terminates, the Virtual Assistant shall not disclose, leak, or disseminate any of the Client's Confidential Information not authorized by the Client to be disclosed. Such Confidential Information includes the following:

- (1) Drawings, specifications, parameters, internal structure and appearance design of products and their parts developed or produced by the Client and its affiliates,
- (2) Business plans of the Client and its affiliates, including but not limited to the identity of suppliers or customers that previously had, currently have, or plan to establish a cooperative relationship with the Client and the conditions or contents of such cooperation

Confidential information does not include information that has been publicly disclosed, was known by the information receiver without the Virtual Assistant's disclosure, and information that the Virtual Assistant has clear, sufficient and legitimate business

reasons to disclose in order to perform his normal work tasks. If the Virtual Assistant has any questions or uncertainties about the scope of confidential information, he shall consult with the Client. If the Virtual Assistant breaches this section, he shall pay the client a penalty of _____ RMB.

14. Industry exclusivity

During the term of this agreement, the Virtual Assistant shall not engage in any business relationship with any third-party entity that has a business interest in the sale, design, development, distribution, trading, wholesale, or manufacture. If the Virtual Assistant breaches this condition, he shall pay the client a penalty of _____ RMB.

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. 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 attached Exhibit A. 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.

17. Amendments and Waivers.

Any term of this Agreement may be amended or waived only with the written consent of both Parties.

18. 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.

19. Dispute Resolution.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of China, 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 Shanghai Pudong 上海浦东法院** in respect of any dispute which arises out of or under this Agreement.

CLIENT

Signed: _____

VIRTUAL ASSISTANT

Mr. Li Sheng /盛利

Pudong Shanghai 200135 China

Seo.shengli@yahoo.com

WeChat 18918151538

Signed: _____

Exhibit A

Statement of Work

I. Description of Services

China Digital Marketing
Chinese social media optimization,
Content writing and blogging,
China SEO, PPC, video marketing
Voice speaker
General administrative support
Telephone answer, data entry and travel
Leads management
China market research
Consultancy of Website building and Chinese APP
Online Meetings
Translations between English and Chinese
Travel Organization and Management

The first start date shall be [_____].

The Services shall be repeated every month until the final completion date.

II. Payment Terms

Virtual Assistant shall be paid at _____ USD/month (____元 RMB) ,
extra hours payment rate ___USD/hr. in accordance with the
completion of Services detailed in Section II below. The Client shall be
invoiced every two weeks for payment to the Contractor. Billable time
refers to all work executed with regard to the Services detailed in
Section II. Billable time also includes meetings, travel time and the
writing and/or reading of correspondence sent by mail, emails, social
media and any communications via telephone.

III. The Client shall be requested to pay as following bank:

费用及支付

合同费用总额（含税价）：_____ 元人民币。

乙方先向甲方开具电子版增值税专用发票。

甲方提供营业执照给乙方开发票使用。

本合同费用总额的所有支付由甲方以银行转账方式付至乙方。

乙方银行账户信息：

付款时间：

Payment for the entire month' s services shall be made in full by the 15th day of each month. The first pay day is _____ .