

## **SERVICE ENGAGEMENT AGREEMENT**

This Offshore Services Agreement ("Agreement") is entered into by and between:

**"MYCPE ONE LLC is a company with its communication address at 16192 Coastal HWY, Lewes, DE 19958, and includes companies that are part of the MYCPE ONE Group, including the parent company, its subsidiaries, associate companies, affiliates and companies operating under same management incorporated now or as may be formed in future, hereinafter individually and collectively referred to as "MYCPE ONE or "Company".**

### **AND**

**Client: [Client's Name], a company organized and existing under the laws of \_\_\_\_\_, with its principal office located at \_\_\_\_\_ ("Client");**

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**WHEREAS** For the purposes of this Agreement, Company and Client, are collectively referred to as "The Parties".

**WHEREAS** The services specified in this Agreement may be provided by any of the entities within the MYCPE ONE group, domiciled in the United States, India, the Philippines, or any other jurisdiction globally and hence considered part of the group." Each such entity is authorized to provide services under this Agreement, subject to applicable laws and regulations in the jurisdictions in which such services are rendered.

**WHEREAS** Company is in the business of and agrees to provide clients with accounting, outsourcing, virtual assistance, back-office support services etc. Company shall provide Client with this services that would be performed by Offshore staff assigned to client and would be hired by Company from India, the Philippines, and various other countries.

**WHEREAS** Company shall assign "Offshore staff" to Client based on the different Engagement models provided by Company. These assigned offshore staff members will work as per Client's direction and will dedicate their services to Client according to the engagement model agreed upon from time to time. The assigned Offshore staff shall work on the agreed terms between the parties.

**WHEREAS** Client desires to engage Company to perform such Services as outlined in the terms of engagement governed by this agreement, and Company agrees to provide these Services in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

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## **1. DEFINITIONS.**

- **Company Name & DBA's:** For the purposes of this Agreement, the term "Company" refers to MYCPE ONE, which operates under the DBAs (Doing Business As) of MYCPE ONE, MYCPE ONE Group, Entigrity, and Entigrity Solutions LLC.
  - **Affiliate:** "Affiliate" refers to any individual, corporation, partnership, limited liability company (LLC), association, trust, unincorporated entity, or any other legal entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party to this Agreement, whether it be Client or Company. This includes any entity located in India, the United States, the Philippines, or any other jurisdiction, as well as any entity, firm, or limited liability company (LLC) associated with Company for the purposes of conducting business under this Agreement.
  - **Services:** "Services" ("Services" or sometimes "services") means the services as requested by Client and provided by Company from time to time under this agreement.
  - **Offshore Staff:** Offshore Staff refers to the dedicated staff assigned, replaced, or selected from time to time to perform Client's work under this Agreement, whether on a full-time, part-time, on-demand, or any other engagement model.
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## **2. SCOPE OF WORK & OTHER DETAILS.**

The purpose of this Agreement is to define the terms under which Company will establish and manage dedicated offshore staff for Client and provides its services as per the Engagement Models opted by Client. The Offshore staff, based in India and/or the Philippines or any other offshore office. Company shall render services and, in return, will charge fees as outlined in this Agreement. This Agreement sets forth the terms and conditions governing the provision of these services.

- ❖ **SCOPE OF WORK:** Offshore staff assigned under this engagement will perform tasks such as, but not limited to:
  - Accounting and Bookkeeping Tasks.

- Entering vendor bills and processing vendor payments.
- Importing payroll transactions and credit card transactions.
- Preparing and reviewing tax data input into software.
- Performing bank account reconciliations, sales tax returns, and accounting adjustments.
- Year-end accounting adjustments and closing of books.
- Operational and Analytical Support:
- Reviewing AP and AR aging and identifying unusual items.
- Calculating unearned revenue and maintaining fixed asset ledgers.
- Preparing operational dashboards and key performance indicators.
- Creating customized operational reports.
- Administrative Assistance:
- Calendar and email management.
- Client outreach, follow-ups, and transcription of customer reports.
- Managing customer queries and inbound communications.

The tasks mentioned above are indicative. Client will determine the exact nature of work according to their policies and guidelines and communicate these requirements to Company. Offshore staff shall perform all assigned work in good faith and using commercially reasonable best efforts.

❖ **CLIENT OBLIGATION:**

Client accepts full responsibility for supervising the assigned Offshore staff as they perform services. Client shall establish and maintain internal controls over the processes and systems related to the services and monitor the ongoing activities performed by the assigned Offshore staff.

Client is responsible for verifying the adequacy, completeness, and accuracy of the work performed by the assigned Offshore staff. To enable proper service delivery, Client will provide Company and the assigned Offshore staff with accurate and complete information and documentation in a timely manner. This includes, but is not limited to, software access, access to appropriate reporting managers, records, information technology systems, documents, process understanding, and training.

Company and its assigned Offshore staff will rely on the accuracy of all information provided by Client or someone acting on Client's behalf, without independently verifying it. Client must promptly notify Company if any information provided is rendered untrue,

unfair, or misleading. Client is also responsible for providing updated information as it becomes available. Failure to provide updated information may adversely affect the performance of services. If required, Client must take reasonable steps to correct any communication or document that contains, refers to, or is based upon inaccurate information provided by Client.

Because Company relies on Client and Client's management to fulfil the responsibilities described above, Client agrees to hold Company, its partners, employees, and assigned Offshore staff harmless and release them from all claims, liabilities, losses, and costs arising from any misrepresentation of or inaccurate information provided by Client. This provision shall survive the termination of this Agreement.

- ❖ **Dedicated Account Manager:** Company shall designate an Account Manager to supervise and monitor the attendance and dedication of Offshore staff assigned to Client. However, Company assumes no responsibility for the quality, accuracy, or completeness of the work done by the Offshore staff. The Account Manager's role is limited to establishing better control and communication but does not include responsibility for reviewing or approving the deliverables.
- ❖ **Leave Policy:** Assigned Offshore staff are eligible for 18 days of Paid Time Off (PTO) and 10 Company-designated paid holidays per year (April to March). Pro-rated leave will be allowed for staff assigned mid-year. Regular billing will apply during these leave periods as per Client's engagement model.
- ❖ **Timesheets & Performance:** Offshore staff will submit timesheets or log hours directly into Client's software/system, as required. If Client identifies performance issues with any offshore staff, they must notify the Account Manager, who will make reasonable efforts to address the concerns. If Client remains dissatisfied, Company will provide a replacement Offshore Staff.
- ❖ **Staff Replacement:** If Offshore Staff cease to work for any reasons, Company will notify Client immediately and provide suitable replacement as early as possible. Company will not charge fees until a replacement is assigned. If Client requests a replacement for any reason, Company will provide a replacement as early as possible, during which the current Offshore Staff will continue to work for Client and assist with the transition.
- ❖ **Onboarding of Staff:** The onboarding time for profiles may vary depending on the complexity and level of the role. While the typical onboarding period ranges from 2 to 3

weeks for standard profiles and up to 9 weeks for more specialized or senior roles, these timeframes are indicative and subject to change. Company will make every effort to expedite the onboarding process wherever possible. However, in cases of limited staff availability or unforeseen circumstances, the onboarding period may be extended.

- ❖ **Overtime of Staff:** The parties agree that overtime for staff shall be determined based on the applicable engagement model outlined in the relevant exhibit(s) to this agreement. Specific terms and conditions regarding overtime hours, rates, and approval processes shall be mutually agreed upon by the parties in writing prior to the commencement of such overtime work. Overtime charges of the assigned staff are typically charged at the same rate as the agreed hourly rate or the corresponding compensation of the assigned offshore staff.
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### 3. BILLING & PAYMENT TERMS.

- ❖ **Invoice Payment & Late Fee:** Client shall be billed as per the engagement model. Payment for each invoice is due within seven (7) days from the invoice date. If Client fails to pay the invoice in full within 30 days of receipt, Company reserves the right to apply a late-payment interest charge of 1% per month on the unpaid amount. This interest will accrue monthly from the invoice date until the date full payment is received.
- ❖ **Minimum Billing Period:** The Minimum Billing Period refers to the minimum duration of services for the Offshore staff as agreed upon by both parties, commencing from the start date of the staff's assignment. Unless explicitly agreed upon in writing through a Service Confirmation Agreement, email, or other formal documentation, there is no mandatory Minimum Billing Period. However, if Client terminates the services of the Offshore staff before the agreed Minimum Billing Period has elapsed, Client shall be responsible for paying the full amount for the entire Minimum Billing Period, regardless of the work completed during that time. Client acknowledges that Company engages Offshore staff members based on the agreed commitment to the Minimum Billing Period. This arrangement ensures operational and financial alignment between the parties.
- ❖ **Payment Authorization and Merchant Charges:** To authorize Client's payment method in Company's system, Company may initially charge Client's account \$1 to verify and authorize the payment method. Client authorizes Company to direct-debit the amount due from the bank account provided. Payment must be made within seven days of receiving the

invoice via email. Failure to make payment within this period allows Company to stop performing services. Client shall bear all wire transfer charges, merchant fees, taxes, chargeback fees, or any other fees associated with payment remittance. If Client opts to remit payment via online transfer, wire transfer, PayPal, credit card, or debit card, an additional 2% transaction fee will be applied to each invoice, usually we charge 2% extra for the same, This fee will be added to the invoice total at the time of processing and is non-refundable. In the event of chargebacks or payment failures for any reason, Company will charge an additional fee of \$10 per instance.

- ❖ **Objection to billing:** Client shall notify Company in writing of any disputes related to an invoice within 7 days of the invoice date. Failure to notify Company of any disputes within this time frame shall be deemed acceptance of the invoice as accurate and final. Any undisputed amounts must be paid in accordance with the terms of this Agreement.
- ❖ **Changes/Revision in Billing & Payment terms:** Any changes to billing, payment terms, or fees, whether specified in this Agreement or agreed upon subsequently through a Service Confirmation Agreement or email or addendum, shall require mutual approval by both parties. Such approval can be documented in writing, over email, or through a call confirmation.
- ❖ **Reimbursement of Expenses:** In addition to the fees outlined in this Agreement, Company shall be entitled to reimbursement of reasonable expenses incurred in connection with the Statement of Work. These include travel-related expenses and any other items mutually agreed upon in writing. Company will provide documentation of such expenses through receipts or other reasonable written evidence to ensure transparency.

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#### **4. FREE LOOK IN PERIOD AND FREE TRIAL PERIOD.**

Company does not typically offer a Free Look-In Period or Free Trial Period. However, if explicitly agreed upon in writing before the start of the engagement or at Company's discretion from time to time, Client may be granted either a Free Look-In Period or a Free Trial Period. These periods are applicable only during the initial onboarding of offshore staff and require prior written agreement between Client and Company.

- ❖ **Free Look-In Period.**
  - During the Free Look-In Period, Client may evaluate the services of the assigned offshore

staff. If dissatisfied, Client must notify Company in writing before the end of the Free Look-In Period, providing specific reasons for termination.

- Upon termination during this period, the standard Agreement clauses will not apply, except for the “Non-Solicitation” and “Non-Disparagement” clauses, which shall remain enforceable.
- If Client does not provide a termination notice within the Free Look-In Period, the offshore staff will be deemed confirmed, and the Agreement clauses will fully apply.
- If the offshore staff is not confirmed during the Free Look-In Period, Company will not charge Client for services rendered during that time. However, if the offshore staff is confirmed, Client will be retrospectively billed for the Free Look-In Period.

❖ **Free Trial Period.**

- The Free Trial Period, if agreed upon in writing, refers to a defined duration during which Client will not be charged for the services provided by the assigned offshore staff.
- At the conclusion of the Free Trial Period, if the offshore staff continues to provide services, the Agreement clauses will apply, and billing will commence as per the agreed terms.

❖ **Applicability.**

Both the Free Look-In Period and Free Trial Period are applicable solely during the initial onboarding of offshore staff and must be pre-approved in writing by both parties.

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## **5. TERM & TERMINATION.**

This Agreement shall commence on the Effective Date as undersigned and remain in effect for an indefinite period unless terminated in accordance with the provisions set forth in this agreement.

This Agreement may be terminated by either Party, subject to the notice period specified in the engagement model opted for by Client as per the agreement. The Party intending to terminate the Agreement must provide written notice to the other Party, specifying the reason for termination and the intended termination date, in accordance with the applicable notice period. Upon termination, Company shall cease providing services, and Client shall settle any outstanding fees for services rendered up to the termination date.

### **IN CASE OF VIOLATION:**

Either party can terminate the agreement in case of violation of the terms of the agreement.

Parties have to give written notice of the said violation, and if the same violation is not corrected within 30 days of receipt of the notice either party may choose to terminate the agreement.

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## **6. THIRD-PARTY AND RECORD RETENTION.**

Company utilizes various third-party tools and technologies, including but not limited to Hotjar, Clarity, Meta Pixel, Google Analytics, Insightful App, Screen Monitoring apps, and similar applications. These tools may collect data, including Personally Identifiable Information (PII), during interaction with Company's software, website, systems, or technology platforms. By engaging with Company under this Agreement, Client acknowledges and agrees to the use of such third-party tools. Client also understands that these tools operate independently of Company, and Company has no control over or liability for the data collected, processed, or stored by these third parties. Company disclaims all responsibility for any claims, damages, or losses arising from the collection, processing, or use of such data by third-party tools. In connection with this Agreement, Company may communicate with clients or others via email / online chat transmission. As emails / online chats can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, Company cannot guarantee or warrant that emails / online chats from us will be properly delivered and read only by the addressees. Therefore, Company specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of emails / online chats transmitted by us in connection with the performance of this engagement. Client agrees that company shall have no liability for any loss or damage to any person or entity resulting from the use of email / online chat transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

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## **7. THIRD-PARTY INFORMATION DISCLOSURE AND RESTRICTIONS.**

Offshore Staff assigned under this Agreement may access Client's Personally Identifiable



Information (PII) while performing services. Company has implemented reasonable administrative, physical, and technical measures to ensure that the usage of such information is strictly limited to the requirements necessary for completing the assigned tasks for Client. Additionally, all Offshore Staff are bound by confidentiality agreements as part of their employment with Company. These agreements obligate Offshore Staff to protect any PII accessed during the course of their work and restrict its use solely to the purpose of performing services for Client. Company will take all reasonable steps to enforce these confidentiality obligations to safeguard Client's information.

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## **8. LOCAL DATA STORAGE, USAGE, AND REMOVAL.**

Client acknowledges that Offshore Staff may be required to work within Client's designated virtual environment, such as logging into a remote server or cloud-based system. However, in certain situations, Client may explicitly or implicitly permit Offshore Staff to download data onto their local systems for the purpose of performing assigned tasks, including but not limited to working on spreadsheets, editing Word documents, or handling data in any other form necessary to complete the work.

If Client does not wish for Offshore Staff to download any data onto their local systems, Client must notify Company explicitly in writing prior to the commencement of such activities. In cases where data is downloaded onto local systems, Offshore Staff shall remove such data immediately upon completion of the assigned work. Should the Offshore Staff fail to delete the data, Company will ensure its removal in accordance with its Data Removal and Disposal Policy, as updated from time to time.

Client acknowledges that Company does not retain any Client data beyond what is necessary to complete the assigned work and that Company shall not be held responsible for any data retention, storage, or liability arising from the download, use, or subsequent deletion of data by Offshore Staff.

This clause reflects the mutual understanding that any authorization to download Client data is granted solely at Client's discretion and is subject to Company's data disposal practices.

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## **9. NON-SOLICITATION.**

Client and its employees agree that during the term of Agreement and ten (10) years after that, client or its employees will not authorize or direct any person to solicit, induce, recruit, encourage or take away employee or employees or past employees of Company and/ or its Affiliates (including Indian company), for any work whatsoever.

Client cannot directly or indirectly compensate either in cash or kind to offshore staff/staffs assigned to them or any of company's employee without prior written consent. Client and its employees also undertake that they shall not connect with the current or past employee of company or communicate/ exchange messages on any social media or online communication or messaging platform/application including LinkedIn, Facebook, Instagram, Skype, Text Now, Microsoft Teams, Slack or such other applications unless approved in writing/email pursuant to this Agreement.

Incase knowingly or unknowingly client violates this clause and gets in touch with current or past employee of company outside the purview of this Agreement, client is obligated to immediately communicate to us in writing about said violation via email. And client has to provide us, all the details, snapshots, pictures, documents, etc. of such communication along with email.

Client will not, except with company's prior written consent, engage in any business, commercial or professional arrangement, transaction, or any relationship with any of employees of company or past employees of company or any entity in which employees of company or past employees of company or relatives of employees of company or past employees of company are either directors, partners, employees or have any financial or contractual interest. Client will not attempt to persuade any person who is Company's employee to cease employment or modify the employee's customary terms of employment with company or its Affiliates.

Client further acknowledges and agrees that this stipulation is significant, reasonable and necessary for the protection of the legitimate business interest of Company.

Client understands that violation of this clause will not void the Agreement but rather Company will be entitled to minimum compensation of \$1,50,000 per employee of Company and also to recover the cost incurred for prosecution of the suit, actions or proceedings, including reasonable attorneys' fees and Court Cost, Arbitration / Mediation Charges, etc.

The parties acknowledge and agree that money damages might not be a sufficient remedy for any breach or threatened breach of this clause by a party or its representative. Therefore, in addition to all other remedies available at law, a party shall be entitled to apply for appropriate injunctive relief, specific performance and other equitable relief as a remedy and also to recover the cost incurred such as court fees, attorney fees, arbitration and mediation charges.

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## 10. CONFIDENTIALITY.

The parties agree to maintain the confidentiality of all non-public, proprietary, and sensitive information disclosed during the course of this Agreement whether marked or not marked as confidential. Such information shall not be shared with any third party without the prior written consent of the disclosing party, except as required by law or court order. This confidentiality obligation shall survive the termination of this Agreement for a period of five (5) years.

- ❖ **Confidential information may include:** any trade/business secret, technical knowledge or know-how, financial information, plans, customer/client lists, client's customer information or data, client's customers' accounting or financial information, client's customers' tax information, client's customers' miscellaneous information, supplier information, pricing policies, fee structure, standard operating procedures, protocols, marketing data and/or promotional techniques, product data, purchase information, sales policies, employee lists, policies, computer records, computer access codes, plans and programs, any formula pattern or compilation of information, used during this Agreement, or any of its/ their clients. Confidentiality will exist regardless of whether such information is received by Client under a validly executed confidentiality Agreement or not, or which is disclosed (whether in writing, delivery of items/ reports, manuals, verbally, visual representation, inspection of tangible objects, on office or site visits, or by any other means and whether directly or indirectly) whether before or after the date of this Agreement. Confidential Information may include "Proprietary information" as defined from now on.

Each party shall honor the confidentiality and data protection of the other party's "Confidential Information" and shall not disclose such information to any third party without the prior written consent of the confiding party. Neither party shall disclose any of

the terms of this Agreement to assigned offshore staff or any of other employees or affiliates, except the appointed Account Manager and person signing this Agreement on company's behalf.

To protect the Confidential Information, both the parties now agree and undertake to keep secret and treat as confidential all Confidential Information described above. Neither party shall use any Confidential Information at any time, either during this Agreement or after the termination of the Agreement, for any purpose other than in the ordinary course of business and furtherance of the confiding party's interest.

Company may not be permitted to use client's name as company's client in any marketing literature, brochures, or for any private reference unless client permits it.

The term "Confidential Information" shall not include any information that:

- Can be demonstrated to have been in the public domain or publicly known before the date of the information was shared with the other party.
- The other party can demonstrate in writing that it had rightful possession of before the information was shared,
- Becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of other party
- Is supplied to the other by a third party without hinder of secrecy, so long as such third party has no obligation to the confiding party to maintain such information in confidence.

Each party understands that its obligations hereunder concerning any Confidential Information will terminate only at such time (if any) as said Confidential Information ceases to be confidential as set forth above, as required by law or professional regulation as authorized by client in writing; to the extent reasonably required by this Agreement.

The parties acknowledge and agree that any Confidential Information disclosed under this Agreement may be shared by Company with its affiliates, third parties, professional advisors, and employees, but solely to the extent necessary for the performance of services as specified in this Agreement. Company shall ensure that any recipient of such Confidential Information is subject to confidentiality obligations that are at least as stringent as those contained in this Agreement. Company shall exercise reasonable care to safeguard the Confidential Information and to prevent any unauthorized use, dissemination, or disclosure by such recipients. The disclosure of Confidential Information to the aforementioned recipients shall not absolve Company of its obligations to maintain the confidentiality of

such information as stipulated in this Agreement. Company shall remain fully liable for any unauthorized use or disclosure of the Confidential Information by its affiliates, third parties, professional advisors, or employees.

MYCPE ONE and its associates, subsidiaries and group companies has implemented and will maintain the following technical and organizational measures that address the:

- i. Security of the MYCPE ONE Network;
  - ii. physical security of the facilities;
  - iii. controls around employee and
  - iv. contractor access to (i) and/or (ii); and
  - v. Processes for testing, assessing and evaluating the effectiveness of technical and organisational measures implemented by us.
  - vi. CCTV Surveillance.
  - vii. Employee Monitoring System on their workstation.
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## **11. MUTUAL NON-DISPARAGEMENT.**

Subject to applicable law, The parties and covenants to this agreement agree that neither themselves nor any of their respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, will in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize or put negative/bad/false reviews on any online/social media platform about the other parties or in any way communicate/connect with existing or past clients of the other party or such other parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, shareholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of such other parties, their products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, shareholders, agents, attorneys or representatives.

Client and Company acknowledge and agree that each of the above restrictions constitutes

an entirely separate and independent restriction on Client/Company, and that the extent and application thereof are considered reasonable for the legitimate protection of the business and goodwill of both the parties.

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## **12. WORK SCOPE & LIABILITY LIMITATION.**

By executing this Agreement, Client acknowledges and agrees that the reports provided by Company, or its assigned Offshore Staff/assigned manager may not include adjustments to reflect Generally Accepted Accounting Principles (GAAP) or full tax record-keeping adjustments (“book to tax” adjustments). Company does not undertake any audit or verification of the data provided by Client. Company or its assigned Offshore Staff/assigned manager may provide reports containing portions of financial information strictly for internal use by Client. Company does not provide any legal or advisory services as part of this Agreement.

Company accepts no responsibility for identifying errors, misrepresentations, fraud, illegal acts, or theft committed by Client or any individual acting on behalf of Client. Accordingly, Company has not included any procedures in its services designed to discover such acts, and Client agrees that Company has no obligation to do so.

Company reserves the right, at its sole professional discretion, to decline performing any action that could be construed as making management decisions or functions, including but not limited to determining account coding or approving journal entries. Company will promptly notify Client of any such refusal.

In performing services, Company or its assigned Offshore Staff/assigned manager may rely on or provide Client with external information, public records, or analyses of operational, industry, or financial reports or deliverables (e.g., financial reports, profit & loss statements, accounting records). Such information may not always be accurate or complete. Company accepts no responsibility or liability for direct or indirect damages or losses caused by errors or omissions in external information, public records, or related analyses.

The liability of each party under this Agreement is limited solely to direct damages sustained by the other party. Company’s maximum liability relating to the services rendered under this Agreement, regardless of the form of action (whether in contract, negligence, or otherwise), is limited to the fees received for services rendered under this Agreement in the

six months prior to the date Company was notified of the claim. These provisions shall survive the termination of this Agreement. Client shall make all claims relating to this Agreement within six months of becoming aware of any non-performance, gross negligence, or willful misconduct.

Company has obtained Professional Liability Insurance to cover legal liabilities arising out of negligence, omissions, or errors while rendering services under this Agreement that cause damage to Client or its assets. Upon request, a Certificate of Insurance related to all applicable insurance policies will be provided to Client.

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### **13. INTELLECTUAL PROPERTY (IP).**

Company agrees to promptly and fully disclose and assign to Client all intellectual property (“IP”), including but not limited to inventions, original works of authorship, discoveries, designs, formulas, technology, improvements, trade secrets, techniques, and know-how conceived, discovered, developed, or produced as a result of the services rendered to Client. Such IP shall be the sole property of Client.

Company represents and warrants that it has no obligations to any third party that would prohibit or restrict its ability to assign exclusive rights, title, and interest in all IP resulting from its services to Client. Company further agrees to execute any necessary documents to secure, maintain, or enforce Client’s ownership of the IP.

Additionally, all intellectual property rights in any work or material developed by Client during the engagement or otherwise (“Proprietary Information”), whether individually or in association with others, and whether developed during or beyond working hours, shall remain the exclusive property of Client. Company acknowledges it has no claims, rights, or benefits over such Proprietary Information or materials.

This clause does not extend to systems, applications, or software independently developed by Company, which shall remain the property of Company.

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### **14. FORCE MAJEURE.**

Neither party shall be held liable for any failure or delay in the performance of their obligations under this Agreement caused by events beyond their reasonable control,

including but not limited to:

- Acts of God (e.g., earthquakes, floods, hurricanes),
- Government actions or restrictions,
- War, terrorism, or civil unrest,
- Pandemics, epidemics, or public health emergencies,
- Cyberattacks or other technological disruptions.

In the event of a force majeure occurrence, the affected party shall promptly notify the other party in writing, specifying the nature and expected duration of the event. The obligations of the parties shall be suspended for the duration of the force majeure event. If the event continues for more than 30 days, either party may terminate the Agreement upon written notice.

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#### **15. CLASS ACTION WAIVER.**

Client and Company agree that any dispute arising out of or related to this Agreement shall be resolved on an individual basis. To the maximum extent permitted by law, neither party shall initiate or participate in any class action, collective action, or other representative proceeding against the other party, whether in court, arbitration, or otherwise. By entering into this Agreement, both parties waive any right to bring or participate in any class action, collective action, or representative proceeding and expressly agree that all disputes shall be resolved on an individual basis only. If any portion of this Class Action Waiver is found to be unenforceable or invalid, it shall not affect the enforceability of the remaining provisions of this Agreement, including this Class Action Waiver, to the fullest extent permitted by law.

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#### **16. SEVERABILITY.**

If any provision of this Agreement is found to be invalid, unenforceable, or inconsistent with the understanding of the parties, such provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions of this Agreement. The remaining provisions shall continue in full force and effect and shall be construed to give effect to the intentions of the parties as reflected in this Agreement.



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## **17. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS.**

The parties represent and warrants to the other that it is duly authorized to enter into this Agreement and that it is not subject to any restrictions, obligations, contractual arrangements, or other conditions that conflict with or prevent the execution of this Agreement or the performance of its obligations under this Agreement. Client expressly authorizes Company and offshore staff to accept instructions from Client and/or any staff, officer, or other designated representative appointed by Client for this engagement

Client agrees to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Client's breach of any representations, warranties, or obligations under this Agreement;
- Client's negligent or wrongful acts or omissions; or
- Any third-party claims resulting from Client's use of Company's products or services.

This section shall survive the termination of this Agreement.

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## **18. AMENDMENT & MODIFICATIONS.**

Any amendments or modifications to this Agreement must be mutually agreed upon by both parties and documented in writing. Written communication, including email or other formal methods, shall be considered a valid means to propose or confirm such changes. However, for any amendment or modification to become effective and binding, it must be explicitly confirmed in writing by both Client and Company.

Once executed by both the parties, such written amendments or modifications shall form an integral part of this Agreement, superseding and amending the original terms to the extent specified in the written confirmation. This ensures that all changes are clear, transparent, and mutually agreed upon, avoiding ambiguity or misunderstanding.

In the event of any inconsistency between the original terms of this Agreement and the confirmed written amendments or modifications, the amended terms shall prevail and govern. This approach ensures flexibility in addressing necessary changes while preserving the integrity of the contractual relationship.

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**19. GOVERNING LAW & DISPUTE RESOLUTION.**

This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the state laws of the State of Texas, without regard to their conflict of law principles.

Any dispute or difference arising out of or in connection with this Agreement shall first be addressed by the parties in good faith through amicable discussions and negotiations to seek a mutually acceptable resolution. If such efforts fail the matter shall be referred to binding arbitration as per the rules mentioned below.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and shall take place in Texas. The decision of the arbitrator(s) shall be final and binding upon the parties. The costs of arbitration, including the fees of the arbitrator(s), shall be borne equally by both parties unless otherwise determined by the arbitrator(s).

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**20. EMAIL COMMUNICATION.**

The parties agree that all communications, including notices and amendments/addendums to this Agreement, sent via email to the authorized representatives of both parties shall be deemed valid and binding, provided that receipt of such email is acknowledged by the receiving party.

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**21. ENTIRE AGREEMENT.**

Client may avail other services from Company, and separate agreements may be executed for each service. However, this Agreement is specifically made for the services outlined herein and shall supersede all prior communications or agreements related to these services. This Agreement shall be considered final and binding. In the event of any inconsistency between prior communications or agreements and the terms of this Agreement, the terms of this Agreement shall prevail and govern.

By signing below, the Parties hereby acknowledge and agree to be bound by the terms and

conditions set forth herein.

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## **22. COMPLIANCE WITH REGULATIONS.**

Client may be required to comply with various regulations necessitating a thorough due diligence of Company. Upon request, Company will provide detailed documentation to support Client in conducting due diligence.

While company provides a detailed documentation checklist for client's review, Company does not claim to have expertise in determining the applicability of regulatory requirements under the law. Nothing in this agreement or clause should be construed as legal, regulatory, or compliance advice. Company strongly recommend that Client consults their attorney, insurance provider, and legal advisors independently to assess and address any compliance-related obligations. Client should not rely on company's representations or documentation as the sole basis for making legal or regulatory decisions. The detailed documentation that Company provides is intended solely to offer information and collaterals about company as a third-party service provider to support client's decision-making process and comply with regulation. Company advises client to seek independent professional advice to ensure client's compliance with all applicable regulations.

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## **23. EXHIBITS.**

Exhibits annexed to this Agreement shall form part of this Agreement.

In the event of a conflict between this Agreement and any exhibit, the terms of the exhibit shall take precedence.

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**24. SIGNATURES.**

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.**

**ACCEPTED AND AGREED BY MYCPE ONE**

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**Christopher J Rivera**

**Date:** \_\_\_\_\_

**ACCEPTED AND AGREED BY THE <CLIENT>**

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**Name of Authorized Person of Client.**

**Date:** \_\_\_\_\_

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## **EXHIBIT-A**

### **DEDICATED STAFFING ENGAGEMENT MODEL**

The company shall assign client the offshore staff / staffs that will be working with client, appointed by company / its affiliates in India, Philippines or any other country at prices mentioned on sign up form filled and submitted online and/or subsequently confirmed through Email or Call or through Service Confirmation Email sent by the Company. The assigned Offshore staff shall be working under client's guidance, as per client's direction, and on the task assigned by client.

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#### **❖ PRICING & PAYMENT TERMS.**

All prices under this engagement model are in USD. The agreed service price includes the cost of offshore staff along with IT assets, which comprise a computer system with two screen monitors, a web camera, noise-cancellation headphones, and a Windows license. Any additional software, assets, or upgrades beyond what is provided will be charged separately, with an invoice issued to the client on an actual-cost basis.

The Offshore Staff will be available for hire **40 hours per week**.

#### **FEES BILLING AND PAYMENT:**

- In consideration for the Services company performs, Fees shall be charged based on Hiring Option i.e. number of hours/week client has chosen, multiplied by the Hourly Rate as agreed in this agreement and mentioned on the Sign-up Form submitted by client online or revised/updated from time to time or/ and agreed mutually over written communication via email.

**Example:** Client has hired a bookkeeper for 40 hours/week. The rate as per the Service Confirmation agreement is \$ 11. Then weekly billing will be: **\$440 (40 Hours X \$ 11)**.

- The billing shall take place Weekly and Invoice w.r.t. the same will be sent to client. Invoices shall become due within 7 days from the date of the Invoice.
- If offshore staff is assigned in the middle of a week, then first billing shall be done on a pro-rata basis.
- Any changes/revisions in the Final Price shall be done with the mutual consent of the parties

over an email or over a call.

- The client shall pay minimum fees weekly for the number of hours/weeks for which offshore staff is assigned as agreed in this agreement and mentioned on the sign-up form submitted by client online and updated from time to time and agreed in writing via email or call. Payment shall be made even if client is not able to allocate the work fully or partially or for any other reason. It's important to note that any unallocated/ unutilized work from earlier weeks cannot be carried forward to subsequent weeks.

**Example:** If client has hired a offshore staff for 40 hours per week at Agreed Rate of \$16 per hour whereas the weekly working has been only 38 hours. Client would still be billed for the week at 40 hours X \$16 = \$640. And balanced unutilized hours can't be carried forward to subsequent weeks.

- Client hereby acknowledges and understands that Company on the basis of client's commitment and confirmation would be investing significant resources and incur huge costs in understanding client's needs, sourcing, hiring, training and retaining the staff.
- Nevertheless, fees will be adjusted proportionately if the offshore staff is not available, absent, on leave, or unable to work during the week except for approved leaves/PTO/Public Holidays in a year. Nonavailability/absence of offshore staff on a particular day/day for any reason shall not be considered a violation of this agreement. Company shall always try to inform client in advance about non-availability or absence unless it's an emergency or medical situation. This allows for a fair understanding of fee adjustments in such circumstances.
- For the purpose of this agreement, the billing period for the respective Hiring Options shall start from the day as agreed in the service confirmation agreement (i.e. the date confirmed for starting offshore staff).

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❖ **TERMINATION:** The Agreement may be terminated as follows:

- **General Notice Period:** Either party can terminate the services of each offshore staff assigned pursuant to this agreement by giving '**9 Weeks**' written notice except for the offshore staff for whom the client has agreed for a Minimum Billing Period. If the client terminates / reduces the services of any of the assigned offshore staff then the same shall be liable to pay 9 Weeks of billing at the time of termination / reduction.

- In case the client terminates the services of the offshore staff assigned under the Minimum Billing Period, the client will be liable to pay for the unexpired Minimum Billing Period as agreed or 9 Weeks' Notice period whichever is higher.
  - If the client has been assigned multiple offshore staff pursuant to this agreement from time to time, the client may choose either to terminate / to reduce services of one or more assigned offshore staff / staffs. However, the client shall be liable to pay 9 Weeks of billing at the time of termination / reduction for each assigned offshore staff.
  - Reduction of Services means reducing the no. of Hours per week of the assigned offshore staff then mentioned in the service confirmation.
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## **EXHIBIT-B**

### **TEMPORARY/PART TIME STAFFING ENGAGEMENT MODEL**

The company shall assign client the temporary/part-time offshore staff that will be working with client appointed by the company / its affiliates in India, Philippines, or any other country at prices mentioned on sign up form filled and submitted online and/or subsequently confirmed through Email or Call or through Service Confirmation Email sent by the Company. The assigned temporary/part-time Offshore staff shall be working under client's guidance, as per client's direction, and on the task assigned by client.

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#### **❖ PRICING AND PAYMENT TERMS.**

All prices under this engagement model are in USD. The agreed service price includes the cost of offshore staff along with IT assets, which comprise a computer system with two screen monitors, a web camera, noise-cancellation headphones, and a Windows license. Any additional software, assets, or upgrades beyond what is provided will be charged separately, with an invoice issued to the client on an actual-cost basis.

The Offshore Staff will be available for hire **20 hours per week**.

#### **FEES BILLING AND PAYMENT:**

- In consideration for the Services the Company performs, Fees shall be charged based on Hiring Option i.e. number of hours/week client has chosen, multiplied by the Hourly Rate as agreed in this agreement and mentioned on the Sign-up Form submitted by client online or revised/updated from time to time or/ and agreed mutually over written communication via email.

**Example:** Client has hired a bookkeeper for 20 hours/week. The rate as per the Service Confirmation agreement is \$ 11. Then weekly billing will be: **\$220 (20 Hours X \$ 11)**

- The billing shall take place Weekly and Invoice w.r.t. the same will be sent to client. Invoices shall become due within 7 days from the date of the Invoice.
- If offshore staff is assigned in the middle of a week, then first billing shall be done on a pro-rata basis.
- Any changes/revisions in the Final Price shall be done with the mutual consent of the parties over an email or over a call.
- The Client shall pay minimum fees weekly for the number of hours/weeks for which offshore



staff is assigned as agreed in this agreement and mentioned on the sign-up form submitted by client online and updated from time to time and agreed in writing via email or call. Payment shall be made even if client is not able to allocate the work fully or partially or for any other reason. It's important to note that any unallocated/ unutilized work from earlier weeks cannot be carried forward to subsequent weeks.

**Example:** If client has hired a offshore staff for 20 hours per week at Agreed Rate of \$16 per hour whereas the weekly working has been only 18 hours. Client would still be billed for the week at 20 hours X \$16 = \$320. And balanced unutilized hours can't be carried forward to subsequent weeks.

- Client hereby acknowledges and understands that Company on the basis of client's commitment and confirmation, would be investing significant resources and incur huge costs in understanding client's needs, sourcing, hiring, training and retaining the staff.
- Nevertheless, fees will be adjusted proportionately if the offshore staff is not available, absent, on leave, or unable to work during the week except for approved leaves/PTO/Public Holidays in a year. Nonavailability/absence of offshore staff on a particular day/day for any reason shall not be considered a violation of this agreement. The Company shall always try to inform the client in advance about non-availability or absence unless it's an emergency or medical situation. This allows for a fair understanding of fee adjustments in such circumstances.

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❖ **TERMINATION:** The Agreement may be terminated as follows:

- **General Notice Period:** Either party can terminate the services of each offshore staff assigned pursuant to this agreement by giving '9 Weeks' written notice. If the client terminates / reduces the services of any of the assigned offshore staff, then the same shall be liable to pay 9 Weeks of billing at the time of termination / reduction.
- In case the client terminates the services of the offshore staff assigned under the Minimum Billing Period, the client will be liable to pay for the unexpired Minimum Billing Period as agreed or 9 Weeks' Notice period whichever is higher.
- If the client has been assigned multiple offshore staff pursuant to this agreement from time to time, the client may choose either to terminate or to reduce the services of one or more assigned offshore staff/staffs. However, the client shall be liable to pay 9 weeks of billing at the time of termination/reduction for each assigned offshore staff. Notwithstanding the foregoing, In the case

of temporary staffing engagement model, where an offshore staff member has been engaged for a pre-specified period as mutually agreed upon by the parties, the engagement of the staff member shall automatically terminate upon the expiration of the agreed period. No notice period shall be required for the conclusion of such temporary hiring, as the termination shall occur automatically in accordance with the agreed terms.

- Reduction of Services means reducing the no. of Hours per week of the assigned offshore staff then mentioned in the service confirmation.
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## **EXHIBIT-C**

### **ON DEMAND STAFFING ENGAGEMENT MODEL**

In the On-demand Staffing Model, the company will appoint an offshore Staff member who will be entrusted with overseeing the task completion process. The actual work will be carried out by the offshore team under the guidance of the Offshore staff assigned. The Offshore staff will also conduct a first-level review of the completed work and serve as the primary point of contact for communication and coordination.

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#### **❖ PRICING & PAYMENT TERMS:**

All prices under this agreement are in USD. The agreed service price includes the cost of offshore staff along with IT assets, which comprise a computer system with two screen monitors, a web camera, noise-cancellation headphones, and a Windows license. Any additional software, assets, or upgrades beyond what is provided will be charged separately, with an invoice issued to the client on an actual-cost basis.

#### **FEES BILLING AND PAYMENT:**

- In consideration for the Services the company performs, the Fees shall be charged based on the Hiring Option opted i.e., the number of hours/week worked by the Offshore staff & its Offshore Team multiplied by the pre-agreed hourly Rate either agreed in this agreement or as specified in the Sign-up Form submitted by the client online or revised/updated from time to time or/and agreed mutually over written communication via email. The minimum fees per week charged under this model would be 100 USD.

**Example:** If the Hired staff has worked 10 hours a week. The hourly rate as per the Service Confirmation agreement is \$20. Then weekly billing will be: **\$200 (10 Hours X \$ 20)**.

- In case the offshore staff has worked for 5 hours in a week, the rate as per the service confirmation agreement is \$16, i.e **(5 Hours X 16 = \$80)**, Then weekly billing will be \$100, as the minimum applicable fee is \$100.
- The billing shall take place Weekly and Invoice w.r.t. the same will be sent to the client. Invoices shall become due within 7 days from the date of the Invoice.
- Any changes/revisions in the Final Price shall be done with the mutual consent of the parties over an email or over a call.
- The client shall pay minimum fees of \$100 weekly for the number of hours/weeks for which offshore staff is assigned as agreed in this agreement and mentioned on the sign-up form

submitted by the client online and updated from time to time and agreed in writing via email or call. Payment shall be made even if the client is not able to allocate the work fully or partially or for any other reason. It's important to note that any unallocated/ unutilized work from earlier weeks cannot be carried forward to subsequent weeks.

**Example:** If the hired staff has worked for 5 hours/week at Agreed Rate of \$16 per hour (5 X 16= \$80). Client would be billed \$100 for the week as the minimum fee of \$100 is applicable.

- The client acknowledges and comprehends that the Company reserves and allocates the offshore staff's working hours based on the minimum commitment agreed upon. These hours are reserved for the client and are not assigned to any other clients during this period.
- Nevertheless, fees will be adjusted accordingly if the offshore staff or offshore team is unavailable, absent, on leave, or unable to work during any given week within a year. It's important to note that the non-availability or absence of offshore staff on specific days, regardless of the reason, will not be deemed a breach of this agreement. We will make reasonable efforts to provide advance notice regarding non-availability or absence, except in cases of emergencies or medical situations. This allows for a fair understanding of fee adjustments in such circumstances.
- There would not be any minimum commitment of working hours of offshore staff per day. The Offshore staff have to complete the committed hours in a week.

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❖ **TERMINATION:** The Agreement may be terminated as follows:

In case the client would like to terminate the Services under this exhibit then the client is obligated to give us 9 weeks' notice, which would be billed at the worked hours every week multiplied by the hourly rate, or minimum applicable fee of \$100 whichever is higher. Also, if the client continues the work in the notice period, then they shall be billed at the hours worked every week multiplied by the hourly rate, subject to the minimum applicable fee of \$100, whichever is higher.

**Example:** If the client terminates the services, the following billing terms will apply during the 9-week notice period:

- **Work Assigned:** If work is assigned, billing will be based on the hours worked each week multiplied by the agreed hourly rate.
- **No Work Assigned:** If no work is assigned, a minimum billing of \$100 per week will apply.
- **Minimum Billing:** If the hours worked in any week, when multiplied by the agreed hourly rate, result in an amount less than \$100, the minimum fee of \$100 will be charged for that week.

## **EXHIBIT - D**

### **MANAGED FEES ENGAGEMENT MODEL**

In the Managed Fee Engagement Model, the Client shall pay a fixed management fee in addition to a monthly reimbursement for the actual salaries and other benefits costs related of the offshore staff assigned to the Client. This model is specifically designed for Clients seeking to establish and manage a dedicated team of offshore staff assigned to them. The assigned offshore staff shall work dedicatedly for the Client, and the Client shall have complete discretion over their compensation, bonuses, and benefits. The Managed Fee Engagement Model ensures transparency & flexibility.

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#### **❖ PRICING & PAYMENT TERMS.**

The Company will issue monthly invoices to the Client for services provided, which will include Management Fees as per **Table – 1** given below, and **Monthly Actual Reimbursement (MAR)**. These invoices will reflect the agreed-upon rates for the Management Fees and the actual costs incurred by the Company for each staff member of the offshore team, with payment terms outlined in the Agreement. Invoices will be issued monthly, in arrears, and payment is due within **7 days** of the Invoice date. The company applies a 0.75% charge as a currency conversion fee only on MAR (Not on Management Fees). This fee is necessary because salaries are disbursed in local currencies such as Indian Rupees or Philippine Pesos, while collections are made in US Dollars. The fee accounts for the additional conversion costs and hedging cost incurred during this process.

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#### **• MANAGEMENT FEE.**

The Client agrees to pay the Company a fixed management fee per hour per offshore staff as per **Table – 1** below for services that we provide as per ‘**Service Inclusions**’ clause. These fees are charged on a monthly basis for the assigned offshore team based on the table below. The hourly rate for each team member will depend on their level, experience, team size, and skill set.

**TABLE –1**

Level	US Experience	Hourly Management Fees/Staff Member As per team size					
		6 to 10	11 to 20	21 to 30	31 to 40	41 to 50	51+ Above
Level 1	-	\$5.00	\$4.50	\$4.00	\$3.50	\$3.00	Custom Quote
Level 2	-	\$5.00	\$4.50	\$4.00	\$3.50	\$3.00	
Level 3	1 Year	\$6.00	\$5.50	\$5.00	\$4.50	\$4.00	
Level 4	2 Years	\$6.00	\$5.50	\$5.00	\$4.50	\$4.00	
Level 5	4 Years	\$7.00	\$6.50	\$6.00	\$5.50	\$5.00	
Level 6	5 Years	\$7.00	\$6.50	\$6.00	\$5.50	\$5.00	
Level 7	7 Years	\$8.00	\$7.50	\$7.00	\$6.50	\$6.00	
Level 8	10 Years	\$8.00	\$7.50	\$7.00	\$6.50	\$6.00	

In the event that a staff member from the offshore team is engaged on a full-time permanent work-from-home (WFH) basis, and such an arrangement has been pre-approved in writing, the management fee for that staff will be reduced by \$1 per hour, as outlined in the pricing schedule.

This reduction applies exclusively to staff who are permanently working from home. It does not apply to temporary work-from-home scenarios, including, but not limited to, situations arising from medical reasons, family bereavement, or other short-term circumstances.

For employees working under a hybrid model or from the office, the management fee remains unchanged.

The fixed management fee is determined by the Offshore staff's experience level and the total number of Offshore staff hired in the team. Fees are based on a slab-based structure as outlined in **Table – 1 above**. The applicable rate for each staff member is determined by their level of experience and the total number of staff within the relevant slab category.

**Fee Application, Team Size and Levels:** The team size and staff levels will be assessed on the last day of the previous month. The staff member's level is determined by their experience in the US or Canadian side, regardless of whether this experience was gained with our company

or previous employment. The rates specified in the agreement are determined based on the staff member's level and the overall team size. As the team size increases, the applicable rate of the corresponding slab shall apply uniformly to the entire team, not just to the incremental members.

The fee structure based on team size categories (slabs) shall apply uniformly, irrespective of the starting point or structure of the team size table. Whether the team size categories begin at 10 members, 11 members, 21 members, or any other starting point, the principle of applying a uniform rate across the entire team within the relevant size category remains consistent. These provisions are universal and do not require any modifications to the Agreement's terms, regardless of the starting point or arrangement of the team size table.

### **Example**

If the Client's offshore team size was 35 members as of 30<sup>th</sup> September 2024 and increased to 45 members by October 31, 2024, the applicable slab rate for September 2024 Invoicing would fall under the "31 to 40 members" category. For October 2024, with a team size of 45 members, the applicable slab rate would shift to the "41 to 50 members" category. This will apply uniformly to the entire offshore team.

**Level Mapping & Subsequent Upgrades:** The Company shall map the level of each staff member at the time of assignment, based on their experience, which shall be determined by the Company. This initial level shall be deemed final and binding once the staff's assignment is confirmed. Gradual upgrades in the level of staff members shall occur as they accumulate the requisite number of months of experience, as specified in the agreement. Notwithstanding the foregoing, the Company may, at its discretion, upgrade the level of a staff member prior to the completion of the required months of experience, provided that such an upgrade is agreed upon in writing by both the Client and the Company.

**Leave or Overtime Adjustment:** The hourly fees outlined above shall be calculated based on the number of weekdays (Monday to Friday), including holidays in a given month, multiplied by 8 hours per day. For instance, if a assigned offshore staff is engaged, the monthly fee shall be determined as follows: 8 hours per day multiplied by 22 weekday days per month, multiplied by the agreed hourly rate (e.g., \$5.5), resulting in the Total Managed fees for the month.

However, variations may occur due to staff leaves or overtime work during a particular month. In the event a staff member takes leave, the actual compensation of staff shall be adjusted in accordance with the applicable leave policy as revised or communicated from time to time. Similarly, monthly reimbursement may include adjustments for overtime worked, unused leaves, or additional paid time off, as appropriate. The company's fixed management fee shall remain unaffected and shall neither be reduced or prorated due to any leave taken by the staff member, whether such leave is planned or unplanned, nor shall it be increased as a result of any overtime worked by the staff member.

- **MONTHLY ACTUAL REIMBURSEMENT (MAR).**

In addition to the Management Fees, the Client agrees to reimburse the Company for the “**Actual**” salary, compensation, bonuses, allowances, overtime, paid leaves, performance incentive, staff welfare and other cash benefits paid to assigned Offshore staff member. These costs, collectively referred to as MAR, are calculated based on the “**Actual**” expenses incurred by the Company for each assigned Offshore staff member. MAR will be invoiced monthly along with the Management Fees & Payment terms for MAR are the same as those agreed upon for Management Fees.

**Responsibility for Reimbursement of Statutory and Agreed Benefits:** Under this Managed fee model, the client shall be responsible for reimbursing all compensation accrued to the staff member, including all statutory benefits the company, as the employer on record, is obligated to provide. These statutory benefits may include, but are not limited to, gratuity, paid leave, maternity benefits, paternity benefits, and other such entitlements. The client is required to ensure the payment of at least the statutory benefits mandated by applicable law, and the benefits agreed upon in the employment agreement between company and assigned offshore staff, and those specified in the policies and guidelines established by the client/company from time to time. The client shall remain responsible for such benefits as applicable and subject to revision from time to time.

- **FEE INCREMENTS:**

**Management Fees:** Any changes to the Fees schedule, including adjustments to applicable rates, will be mutually agreed between the parties in writing over email. These changes will



take effect from the start of the next billing cycle following the communication. Usually, Company increases Fees by 5% annually.

**Monthly Actual Reimbursement (MAR):** The Monthly Actual Reimbursement (“MAR”) shall be calculated on an actual basis and shall be subject to periodic revision to account for any increases in the cost of salary, bonuses, allowances, and other paid compensation for the assigned staff members. Any adjustments or revisions to the compensation, bonuses, or other allowances of the assigned staff members shall be implemented only after prior consultation with and written approval from the Client.

- **DEPOSIT REQUIREMENT.**

**Initial Deposit:** The Client agrees to provide a refundable deposit in the amount of Two Thousand Dollars (\$2,000.00) per staff member or as discussed and agreed in writing between the client and company, the same will be calculated based on the total number of staff assigned to client in the offshore team, as of the last calendar day of the preceding month. Adjustments to the deposit amount may be required to reflect changes in staff numbers. The deposit shall be refunded to the Client in accordance with the terms and conditions specified herein, subject to any deductions permitted under this Agreement.

**Recalculation of Deposit:** At the end of each month, the team size will be assessed, and the deposit amount will be adjusted accordingly for the billing cycle.

**Reduction in Team Size:** If the number of staff members in the offshore team has decreased, the deposit amount will be reduced proportionately. The adjusted amount will be reflected as a refund in the client’s invoice.

**Increase in Team Size:** If the number of staff members in the offshore team has increased, an additional deposit will be charged to account for the increased team size.

The total deposit amount is either adjusted against the final invoice at the end of the contract or refunded to the client, ensuring transparency and alignment with the team size fluctuations.

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- **SERVICE INCLUSIONS.**

The following standard inclusions in providing services are described below for establishing and managing offshore staff assigned under this engagement model,

**Recruitment Services:** Sourcing, hiring, and onboarding of offshore staff.

**Human Resources Management:** Managing Human resources and related functions

**Payroll and Labor Compliance:** Payroll, compliance with labor laws, employee benefits administration etc.

**IT Services:** Providing the necessary IT infrastructure, secure systems, and communication tools.

**Data Security:** Ensuring data security measures and compliance with data privacy regulations.

**Learning and Development:** Providing training and professional development for the Offshore staff.

**Leadership Oversight:** Access to the leadership team for ongoing supervision and operational alignment with the Client's objectives.

The specific inclusions under each element of the services to be provided under this Agreement shall be determined by mutual agreement of the parties during the term of the Agreement and may be amended from time to time by written consent of the parties. For reference, please find the [LINK](#), outlining the typical inclusions generally offered to clients as part of these services. The inclusions may vary depending on factors including, but not limited to, the size and composition of the team, the nature of the work performed, and the specific requirements of the Client.

The Company shall use reasonable efforts to provide services that are consistent with the general inclusions customarily offered by the Company, as referenced in this Agreement. Should the Client require the inclusion of a specific element or service not expressly addressed, the Client shall notify the Company in writing. Upon receipt of such a request, the Company shall use commercially reasonable efforts to incorporate the requested service, subject to feasibility and mutual agreement.

The failure to provide any specific item within the general inclusions shall not constitute a breach of contract or failure to provide services under this Agreement. Only a failure to perform a material aspect of the services explicitly agreed upon in writing by the parties shall constitute

a breach of this Agreement. Any such breach shall be addressed in accordance with the dispute resolution and other applicable provisions set forth herein.

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- **EMPLOYER ON RECORD, TRANSFER OF OFFSHORE TEAM, AND NON-SOLICITATION.**

**Employer on Record:** The Company shall remain the Employer on Record and shall be solely responsible for all staff-related compliances, including payroll management and other statutory obligations. Nothing contained in this Agreement shall be construed to establish an employer-employee relationship between the Client, the Company or assigned offshore team members. This Agreement represents an independent contractual relationship between the Company and the Client concerning the assigned offshore team members. The Company shall, at all times, retain its status as the employer of the assigned staff members. The assigned staff members shall be employed under any of the entities or any of the affiliated entities, as specified in this Agreement.

**Transfer of Staff:** If the Client decides to become the Employer on Record for any or all members of the Offshore team, the Client must pay a one-time Transfer Fee for each employee. This fee is equal to 24 months of Management Fees for each employee being transferred to the Client's payroll.

**Payment Terms for Transfer Fee:** The Transfer Fee must be paid in full before the transfer of employees can be initiated. The Company will not proceed with the transfer until the Transfer Fee has been settled.

**Continuation of Services After Transfer:** Following the Client's transition to becoming the Employer on Record, should the Client wish for the Company to continue supporting certain functions under a management fee arrangement, the Company will accommodate this request. The Fees for such continued services will be determined based on the specific scope of work required and mutually agreed upon by both parties in writing.

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- **TERM AND TERMINATION**

**Term:** This Agreement shall commence on the Effective Date as undersigned and remain in effect for an indefinite period unless terminated in accordance with the provisions set forth in this agreement.

**Termination & Notice Period:** Either party may terminate this Agreement by providing the other party with at least two (2) months' prior written notice. At the end of the notice period, the Client is obligated to pay an amount equivalent to two (2) months' Management Fee and Monthly Actual Reimbursement (MAR) as applicable during the notice period monthly. The assigned offshore team shall continue to perform their duties throughout the notice period.

The Company reserves the right to terminate this Agreement in the event of non-payment of any dues by the Client within the assigned time limits. Termination under this provision shall require the Company to issue prior written notice to the Client, specifying the default and, if applicable, providing an opportunity for the Client to cure the default within the notice period.

Termination of this Agreement as explained above shall not affect any rights, obligations, or liabilities accrued prior to the date of termination. Provisions of this Agreement are intended to survive termination, including payment obligations, confidentiality, and non-solicitation clauses, shall remain in full force and effect.

#### **Termination / Replacement of Staff.**

If the Client wishes to terminate the services of any particular staff member of the offshore team and either replace him/her or discontinue their services without seeking a replacement, the Client shall be obligated to pay the notice period compensation applicable to that staff member. The notice period compensation shall be as outlined in the employment agreement between the staff member and the Company. This payment is mandatory, as the Company is required to compensate the staff members during the notice period in the event of termination.

During the notice period, the staff members shall be required to continue performing their duties, provided they are receiving compensation. The standard notice period is two (2) months; however, the duration pertaining to this clause may vary depending on the terms agreed upon during the hiring process or as subsequently modified for each specific position. Any variation in the notice period applicable to a specific staff member will be communicated to the Client in advance.

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