



## TERMS & CONDITIONS

### RELATIONSHIP OF THE PARTIES

This Agreement ("Agreement"), is made between **Entigrity Inc. & Offshore Accounting Services Inc.** whether individually or collectively ("Company /we/Entigrity"), of 16192 Coastal 55 Gamla Road, Maple, ON L6A 0W5 and **Client ("Firm/you")**. The terms mentioned in the Agreement include Entigrity's and the clients' subsidiaries and affiliates.

The Agreement shall be effective from the date of sign up form filled and submitted online on our website. That signup form shall be an integral part of the Agreement. Company and Firm may also be further referred to as a 'party' or collectively as 'parties' to this Agreement.

Entigrity is an independent company that specializes in providing clients / Accounting Firms with accounting, outsourcing, virtual assistance and back-office support services. The Company will perform all obligations outlined in this Agreement through direct and indirect associates, affiliates, or subsidiaries, each of which when providing "Services" (defined below) are considered parties and bound by the terms and conditions of this Agreement.

We agree that we will render the Services independently. This Agreement does not create any employer-employee relationship or principal-agent relationship between the parties. Neither we nor any of our employees or agents shall have the right to receive any employee benefits of any kind from you, including, but not limited to health insurance. Neither party has the authority to represent the other party as to any matters, except as expressly authorized in this Agreement. The relationship is purely principal to principal.

**Definitions:** Certain definitions for this Agreement appear below:

**Affiliate:** "Affiliate" means, as 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 under common control with such Party either the Firm, the Company including overseas entity or any other entity/firm/Limited Liability

Company(LLC) associated with the Company for the purpose of business under this Agreement.

**Remote Staff:** Remote staff shall be the dedicated personnel(s) assigned/ replaced/ selected to perform your work under this Agreement.

We shall pay all taxes, including self employment taxes, due in connection with any services we provide under this agreement. We shall defend, indemnify and hold you harmless in the event you are required to pay such taxes on behalf of the Company.

We shall bear the sole responsibility for compensating our personnel assigned to you during the tenure of the Agreement or otherwise. We shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such staff members may be entitled. We agree to indemnify you if you are required to pay any of the costs on our behalf.

### REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS

Each party represents and warrants to the other that it is authorized to enter into this Agreement and that it is under no restrictions or obligations, contractual or otherwise, that are inconsistent with the execution of this Agreement or that will interfere with such party's performance of any of its obligations hereunder.

You authorize us to accept instructions from you and/or from the staff or staffs or officer that you designate for this engagement.

### SUPERVISION OF REMOTE STAFF

You accept full responsibility for supervising assigned remote staff as they perform services. You shall establish and maintain internal controls over the process/system and monitor ongoing activities that the assigned remote staff performs.

You are responsible for properly checking the adequacy, completeness, and accuracy of the assigned remote staff's work.

You will provide us or assigned remote staff with accurate and complete information,



documentation required for the proper performance of the services, including but not limited to, software access, access to appropriate reporting manager, records, Information technology, Systems, documents, process understanding, training, etc in a timely manner

Our assigned remote staff or we will rely upon the accuracy of all information provided by you or by someone on your behalf, without independently verifying it. You must notify us promptly if any information provided by us is rendered untrue, unfair, or misleading.

You are responsible for providing assigned remote staff with updated information as it becomes available to you. If updated information is not shared with assigned remote staff, the performance of services might get affected adversely.

If required, you must take all necessary steps to correct any communication or document issued that contains, refers to or is based upon such information.

Because we will rely on you and your management to comply with the responsibilities described above, you hold us harmless and release us, our partners and employees, our assigned remote staff from all claims, liabilities, losses, and costs arising through misrepresentation of any information that has caused, in any respect. This provision shall survive the termination of this Agreement.

## **WORK SCOPE AND LIABILITY LIMITATION**

By executing this Agreement, you acknowledge that you understand and agree that the reports, we or assigned remote staff / assigned manager provide, may not include adjustments to reflect Generally Accepted Accounting Principles, nor reflect full proper tax record keeping ("book to tax" adjustments). We will not make an audit or other verification of the data.

We or assigned remote staff / assigned manager may provide reports that contain portions of financial information; these reports are for internal use only. We or assigned remote staff do not provide any kind of legal or advisory services .

We accept no responsibility for discovering errors, misrepresentations, frauds, illegal acts, or thefts on the part of you or anyone acting on your behalf. Therefore, we have not included any procedures designed or intended to discover such acts, and you agree that we have no responsibility to do so.

We, in our sole professional judgment, reserve the right to refuse and to take any action that could be construed as making management decisions or performing management functions, including determining account coding, and approving journal entries. We will promptly notify you of such refusal.

In performing services with your permission, we or assigned remote staff / assigned manager may rely on, or provide you with external information or public records or analysis of operational, Industry or financial reports or any deliverables (including but not limited to financial reports, profit & loss statements, accounting records or other information). This information may not always be accurate or complete.

We do not accept responsibility and will not be liable for any direct or indirect damages or loss caused by errors or omissions in external information or public records or errors or omissions in any external analysis of operational, Industry or financial reports or any deliverables.

Each party's liability under this Agreement is limited solely to direct damage sustained by the other party.

Our maximum liability relating to services rendered under this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the fees received against the services rendered under this Agreement for the last six months or less from the date we have been notified. The provisions in this paragraph shall survive the termination of this Agreement.

You shall make all claims relating to this Agreement within six months of becoming aware of non-performance, gross negligence, or willful misconduct.

We have taken Professional Liability Insurance coverage to cover all the legal liabilities arising

out of negligence, omissions, or errors whilst rendering service pursuant to this Agreement that causes damage to the client or its assets or property etc. A Certificate of Insurance related to all applicable insurance policies related to this Agreement shall be provided to you upon request.

## **FIRM'S OWNERSHIP OF IP**

We will promptly and fully disclose and assign to you 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, that are conceived, discovered, developed or produced to practice by us, either alone or jointly with others, which result from or arise out of the services we render to you.

All such IP will be the sole property of the Firm. We represent and warrant that we have no obligations to any third party that prohibit or restrict the right to assign to you exclusive right, title, and interest in and to all IP we make resulting from or arising out of our services. We agree to execute any further documents that are necessary or appropriate, to obtain, maintain, or enforce your ownership of the IP.

All intellectual property rights in any work or material developed by you during the engagement or otherwise ("Proprietary Information"), whether individually or in association with other employees/officers/agents/servants/directors of the Firm and whether developed during or beyond working hours, whether by using your resources or not, will at all times, be your property. We will not be entitled to claim any rights/ interests/ benefits over or out of such proprietary information and materials. We acknowledge that these will remain forever as your exclusive property. This information shall not include systems, applications and software developed by us independently.

## **EMAIL & COMMUNICATION**

In connection with this Agreement, we may communicate with you 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, we cannot guarantee or warrant that emails / online chats from us will be properly delivered and read only by the addressees.

Therefore, we specifically disclaim and waive 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.

You agree that we 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.

## **THIRD-PARTY SERVICES AND RECORD RETENTIONS**

We may use one or more third-party applications (including internet-based application providers) or third-party services to provide portions of our services to you. These actions may include but are not limited to online filing of your Accounts Payable / Receivables, use of online tax software, Remote Login Application, other expert training and consultations, or other business services.

By signing this Agreement, you confirm that you understand these services being provided and also agree that we are not liable for record retention or any other aspect of the services provided by these third parties, even if we absorb the cost (in part or in full) of a third-party service as a benefit to you.

We do not print or keep soft copies of any documents except as required by applicable law. You at all times assume responsibility for maintaining hard or soft copies of any documents including but not limited to, your/your clients' original documents or limiting your/your clients' document retention to the digital copies stored by the web application.

We do not keep any records of documents including work paper files except as required by applicable law. All documents including work papers and miscellaneous reports (electronic or hard copy) that we are not



required to retain, are erased or shredded.

If our engagement with you ends for any reason, you will have the option to continue any third-party services at your expense. You agree to complete the transfer of services to your name and assume responsibility for payment within ten (10) days of the end of our work with you.

You understand that if you do not assume responsibility for these services by the 11th day after termination of Agreement with us, these services may be canceled. Additional fees may apply if you choose to restore those services (if that option is available from the service provider) or request copies (digital or hard copy) of records from the third-party provider.

## MISCELLANEOUS

All notices, statements and/or requests for approvals (each a "Notice") that either party is required or may desire to give to the other party shall be given in writing via email or to the address mentioned below.

We will use the email address & address you mentioned while signing up or service confirmation for this Agreement.

The email address for Entigrity is [billing@entigritystaffing.com](mailto:billing@entigritystaffing.com) and [valay@entigritystaffing.com](mailto:valay@entigritystaffing.com), or at such other Email address as may be designated in a notice to you.

Mailing address for Entigrity shall be

**1311 Freeport Dr.  
Mississauga,  
Ontario L5C 1S5,  
CANADA**

Notices shall be made by personal delivery, courier, email or by certified U.S. mail, return receipt requested, postage prepaid. Notice shall be deemed given on the date of delivery to the other party.

This Agreement constitutes the entire Agreement between the parties for the specific subject matter and supersedes all prior Agreements or understandings of any kind, concerning the specific subject matter hereof.

If any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

The Company may make any additions, deletions, or modifications to this Agreement and the same shall be communicated in writing or over an email and the same shall be part of this Agreement.

You understand and agree that we will be released from and shall have no liability for any failure beyond its reasonable control, including, but not limited to, acts of God, labor troubles, strikes, lockouts, pandemic, severe weather, riots, medical emergencies of remote staff, war, powercut, acts of regulatory agencies or national disasters, the assigned remote staff absconds or unable to work, terrorist acts fires, embargoes delay or default of utilities or accidents.

Both parties will have Thirty (30) days to cure any breach of this Agreement following the receipt of written notice of breach.

The heading in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions.

The firm or their employee does not have and will not have any relation with the remote staff assigned beyond this Agreement

## DISPUTE RESOLUTION

By signing this Agreement, we and you agree that any dispute over fees charged by us to you will be submitted for resolution by arbitration under the Rules for Professional Accounting and Related Services Disputes of the Canadian Arbitration Association. Such arbitration shall be binding and final. The cost of arbitration shall be borne as decided by arbitrator.

This Agreement shall be governed, construed and enforced under the laws of Ontario Province, without regard to principle of conflicts

In the event of disagreeing to arbitration or

otherwise, all disputes, controversies or claim relating to arising out of under or in connection with this Agreement or otherwise shall be decided by superior court / Provincial and territorial court of Ontario.

All obligations provided under this Agreement are between Company and Firm and binding upon and shall ensure to the benefit of the respective successors, licensees and/or assigns of the parties hereto. Neither party shall assign any rights or delegate any obligations without the other party's prior written consent. Any attempted assignment without the required consent shall be void.

In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys which shall include, without limitation, all fees, costs and expenses of appeals.

## CONFIDENTIALITY & DATA PROTECTION

The terms and conditions of this Agreement are confidential and may not be disclosed to or discussed with anyone except as permitted.

**Confidential information may include:** any trade/business secret, technical knowledge or know-how, financial information, plans, customer/client lists, your customer information or data, your customers' accounting or financial information, your customers' tax information, your 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 you 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 remote staff or any of other employees or affiliates, except the appointed Account Manager and person signing this Agreement on our 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.

We may not be permitted to use your name as our client in any marketing literature, brochures, or for any private reference unless you permit 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 you in writing; to the extent reasonably required by this Agreement.

Without limiting the effect of this clause, a party may disclose confidential information only to those of its officers, employees or professional advisers, third parties, or affiliates officers, employees or professional advisors, third parties on a "need to know" basis, as is reasonably required by Entigrity Private Limited, the Indian Associate Company, for the implementation of this Agreement.

We have implemented and will maintain appropriate technical and organizational measures for our network which may include all of those measures set out in our **Information Security & Data protection policy**. ([Here is the link](#)) in addition to adherence to GDPR norms and ISO 27001 Information Security Management Standards. We are ISO 27001 Certified ([Here is the link](#))\* and GDPR compliant.

*\*[Certificate number 0219ISMS3221]*

In particular, Entigrity 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 Entigrity 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 work station

## **FEES, BILLING & PAYMENTS**

In consideration for the services that we perform as mentioned in exhibit A or B, we shall charge you the fees. The billing payment or the payment terms are also mentioned in the same exhibits.

Any changes with respect to billing or payment terms or fees that have been agreed whether, in this Agreement or subsequent to this Agreement through service confirmation Agreement or addendum shall be approved by both parties in writing or over an email or over a call.

All the rates mentioned in exhibit A or B will be excluding GST or HST as applicable. So GST or HST will be charged extra over and above rates mentioned in exhibit A or B.

Along with the fees set forth above, we will be entitled to reimbursement of our reasonable expenses incurred in connection with the Statement of Work for travel-related expenses and such other items as the parties may agree upon in writing. We will document expenses with receipts or other reasonable written evidence.

If you object to any portion of the bill, you shall notify us in writing within seven days of receiving the bill. You shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute under the payment terms of this Agreement.

To authorize credit card/ bank payment methods in our system we will charge your account \$1 initially to verify and authorize the payment method.

We are authorized to direct-debit the amount due from the bank account you provide. Payment will be made within seven days of receiving the bill through email. If you fail to make payment within this period, we reserve the right to stop performing services by three days' notice through email. Any wire transfer, charges/merchant fees, taxes, chargeback fees or other fees associated with payment remittance are the responsibility of the client. If you wish to remit payment via online transfer, wire transfer, Paypal, credit card, debit card, you shall pay a transaction fee applied to each invoice.

In the event of chargeback or payment failure by whatsoever reason, the company will charge an additional fee of \$10 for each of such instances.

In case of default in payment or violation of payment terms, to the extent unpaid amount of any invoice not paid in full within 30 days of receipt, we will charge a late-payment interest charge of 1% per month, payable from the date of the invoice to the date payment is received.

Also, you shall indemnify us for its legal costs, including reasonable attorneys' fees and disbursements, reasonable compensation, and other expenses, etc, involved in collection of a valid debt for services rendered.

**Remote Staff:** We shall assign "Remote Staff / Staffs" (remote staff) to you. This assigned remote staff will work as per your direction and shall work dedicatedly for you, according to the Hiring Options that we have agreed through service confirmation from time to time. Assigned remote staff shall be responsible to work for a number of hours/week as agreed from time to time. Pursuant to terms of this agreement, Firm may be assigned more than one remote staff from time to time as agreed and confirmed through service confirmation.

If assigned remote staff to you works for more than the agreed number of hours/weeks in a particular week then the excess hours shall be billed at the same hourly rate as agreed and shall be billed along with our regular billing.

**Remote Staff Working:** Remote staff assigned according to this engagement shall perform tasks related to accounting, back office, data entry into software, reconciliations, and so forth. The work may include:

- Entering Vendor Bills.
- Processing Vendor Payments.
- Enter/Import Payroll Transactions.
- Entering and Processing Credit Card Transaction.
- Calculating Sales Commissions. - Bank Account Reconciliations - Sales Tax returns
- Posting of monthly journal entries (Depreciation, Amortization, Other)
- Tax Data inputs into software from source documents.
- Prepare work papers
- Year end accounting adjustments and closing of books
- Assistance with preparation of annual

Form etc.

- Assistance with vendor communications relating to obtaining W-9s
- Review accounting staff work for consistency and accuracy
- Preparing and reviewing Tax work
- Review AP aging and AR aging and bring any unusual items to Management's attention
- Unearned revenue calculations
- Maintain fixed assets ledger
- Other balance sheet account reconciliations
- Creating dashboard for management use
- Customized operational reports
- Key performance indicators
- Assess inbound calls
- Email Management
- Task Management
- Data Entry and also Check, calculate and verify data
- Calendar management, including confirming appointments, scheduling meetings and more
- Client outreach, including thank you notes, phone calls, emails and more
- Follow up on unpaid client invoices
- Respond promptly and professionally to incoming customer inquiries in chat, by telephone, or by email.
- Transcription of Customer Reports
- Organize all conversation records.
- Resolve customer queries and achieve

As the work involved is qualitative in nature so points mentioned above are indicative, exact nature of work would be determined further by you and as per the policies and guidelines of yours and same shall be communicated from time to time.

You will determine the exact nature of work according to your policies and guidelines and communicate these to us from time to time.

Assigned remote staff shall perform all work in good faith using commercially reasonable best efforts.

You assume full responsibility for the completeness/accuracy/ execution of the information/reports or work done by assigned remote staff.

We shall designate an Account Manager to



supervise and monitor the attendance and dedication of remote staff assigned to you. Although we designate the Account Manager for establishing better control over work done, we assume no responsibility regarding quality and accuracy of the work done or any deliverable submitted or Account Manager shall not be responsible for the accuracy or completeness of the work or review of the work done by assigned remote staff.

If remote staff assigned to you as mentioned above ceases to work, then we shall notify you immediately and we shall have **15 days** from the date of such notification to assign another dedicated remote staff to you. We shall not charge any fees until the new remote staff is assigned to you.

If you would like to replace the remote staff for any reason, we will find a replacement within 15 days. Current remote staff shall continue to work for you until we find a replacement and may provide the required transition and handholding to the new staff.

You may appoint any of your employee /officers for taking reporting or giving work instructions to assigned remote staff. Under this Agreement, we may issue work guidelines circular from time to time and same shall form part of this Agreement.

Assigned remote staff shall regularly submit timesheets to you as and when the work is done. These timesheets shall be considered as final for the purpose of calculated hours for this Agreement. Assigned remote staff shall submit time and work details into your Software or system if required by you.

If you believe that the work of the assigned remote staff needs improvement, you shall notify the Account Manager. Account Manager/Company shall make reasonable efforts to communicate with assigned remote staff about your dissatisfaction and area of improvement required. If you are not satisfied, then we may provide a replacement.

**Remote Staff Leaves:** The Assigned / Remote Staff is eligible for 10 Days of Paid Time Off (PTO) in the year. He is further eligible for 8 Days of paid Holidays Decided by Company every year in advance. The company will be billing at regular rate as per your hiring option for those

days.

## **NON-SOLICITATION NON HIRING OF COMPANY EMPLOYEE**

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

You cannot directly or indirectly compensate either in cash or kind to remote staff (Off-Shore Staff) or any of our staff members without prior written consent.

You and your employee also undertake that they shall not connect/ communicate/ exchange messages on any social media or online communication or messaging platform/application including LinkedIn, Facebook, Instagram, Skype, TextNow or such other applications unless approved in writing/email pursuant to this Agreement.

Incase knowingly or unknowingly you violate this clause and get in touch with current or past employee of our company outside the purview of this Agreement, You are obligated to immediately communicate to us in writing about said violation via email. And you have to provide us, all the details, snapshots, pictures, documents, etc. of such communication along with email.

You will not, except with our prior written consent, engage in any business, commercial or professional arrangement, transaction, or any relationship with any 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.

You will not attempt to persuade any person, who is our employee, to cease employment or modify the employee's customary terms of employment with us or our Affiliates.



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

The client understands that violation of this clause will not void the Agreement but rather the company will be entitled to minimum compensation of \$150,000 (One Hundred Fifty thousands Dollars) per employee of the 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.

## **MUTUAL NON--DISPARAGEMENT**

Subject to applicable law, each of the parties and covenants 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.

You and we acknowledge and agree that each of the above restrictions constitutes an entirely separate and independent restriction on Firm / Company, and that the extent and application thereof are considered reasonable for the legitimate protection of the business and goodwill of both the parties.

## **EXHIBITS**

Exhibits A and B annexed to this Agreement shall form part of this Agreement.

In the event of a conflict between the terms of applicable exhibit and this Agreement, the terms of applicable exhibit shall prevail.

## **SERVICE CONFIRMATION AGREEMENT**

All Service confirmation Agreements / addendum executed for selection of remote staff after the execution of this Agreement will form a part of this Agreement and shall be subject to all of the terms and conditions of this Agreement. In the event of a conflict between the terms of any Service Confirmation Agreement and this Agreement, the terms of Staff Agreement shall prevail.

Service Confirmation Agreement will be issued one for each of the staff you have selected.

## Exhibit-A Regular Staffing

The company shall assign you the remote staff/staffs that will be working with you from the office of the company / its affiliates in India at prices mentioned on sign up form filled and submitted online and subsequently through Email or call or through Service Confirmation Email sent by the Company. The assigned Remote staff shall be working under your guidance, as per your direction, and on the task assigned by you.

### **Additional Information:**

1. All prices are in **CAD**.
2. GST or HST will be charged Extra as per prevailing rates.
3. The Price for the agreed services includes Cost of Remote staff along with IT Assets which includes Computer System with two Screen Monitors, Web Camera, Noise Cancellation Headphones and Windows License. Any additional softwares or assets or any upgradation in provided Assets and Softwares will be charged additionally from you. Invoice of the same shall be provided to you on actual basis.
4. Available for hire **20 hrs/week** or **40 hrs/week**. These are the two options available.
5. **Onboarding** time about 1 to 4 weeks (Approximately) From the time you select the remote staff.
6. **Termination:** The Agreement may be terminated as follows:
  - a. **General Notice Period:** Either party can terminate the services of each remote staff assigned pursuant this agreement by giving '**9 Weeks**' written notice. If the firm terminates/reduces the services of any of the assigned remote staff then then the same shall be liable to pay 9 Weeks of billing at the time of termination/reduction. If firm has been assigned multiple remote staff pursuant to this agreement and service confirmation from time to time, firm may choose either to terminate / to reduce services of one or more assigned remote staff / staffs. However firm shall be liable to pay 9 Weeks of billing at the time of termination / reduction for each assigned remote staff.

Reduction of Services means reducing the No. of Hours per week of the assigned remote staff then mentioned in the service confirmation.

**b. 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.

7. 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 remote staff)

8. **Fees Billing and Payment:** In consideration for the Services we perform, Fees shall be charged based on Hiring Option i.e. number of hours/week you have chosen, multiplied by the Hourly Rate as agreed in this agreement and mentioned on the Sign-up Form submitted by you online and updated from time to time and agreed in writing via email.

**E.g.** You have 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)**

### Revision of Fees:

Staff Retention is the key for Accounting Industry. Giving regular increments and revision will definitely help to retain the staff. Therefore the firm agrees to revise the fees on completion of the tenure of the assigned remote staff / staffs pursuant to this agreement as follows:

Completion of Staff Tenure From the Start Date as per Service Confirmation	Increment by Following Amount in Hourly Rate (CAD)
6 Months	\$1 / Hour
1 Year	\$1 / Hour
2 Year	\$ 2 / Hour
Thereafter Annually	\$ 2 / Hour

This is our usual revision in fees, however actual revision may be different and can be agreed in writing over an email by mutual agreement of both parties.



**Billing shall take place weekly.**

Any changes/revisions in the Final Price shall be done with the mutual consent of the parties over an email. Billing can be done by any of the companies mentioned in the para 1 of the Agreement above or its affiliates of the company.

The billing shall take place Weekly and Invoice w.r.t. the same will be sent to you. Invoices shall become due within 7 days from the date of the Invoice.

If remote staff is assigned in the middle of a week, then first billing shall be done on a pro-rata basis.

You shall pay minimum fees weekly for the number of hours/week for which remote staff is assigned as agreed in this agreement and mentioned on the sign-up form filled by you online and updated from time to time and agreed in writing via email or call. Payment shall be made even if you are not able to allocate the work fully or partially or for any other reason. Firm hereby acknowledge and understand that Company on the basis of your commitment and confirmation would be investing significant resources and incur huge cost in understanding your needs, sourcing, hiring, training and retaining the staff.

However, fees shall be adjusted proportionately if remote staff is not available, absent, on leave, or unable to work during the week except for 2 weeks of approved leaves in a year. Nonavailability/absence of remote staff on a particular day/days for any reason shall not be considered a violation of this agreement. We shall always try and inform you in advance about non-availability or absence unless it's an emergency or medical situation.

## Exhibit-B Temporary Staffing

Temporary staffing is remote Staffing services available to accounting and tax forms. Typically for their tax season staffing needs wherein workload is very high because of the tax season deadline, so they may be able to hire temporary staff for the period of 13 weeks available or more.

### **Additional Information:**

1. All prices are in **CAD**.
2. GST or HST will be charged Extra as per prevailing rates.
3. The Price for the agreed services includes Cost of Remote staff along with IT Assets which includes Computer System with two Screen Monitors, Web Camera, Noise Cancellation Headphones and Windows License. Any additional softwares or assets or any upgradation in provided Assets and Softwares will be charged additionally from you. Invoice of the same shall be provided to you on actual basis.
4. Available for hire **20 hrs/week** or **40 hrs/week**. These are the two options available.
5. **Onboarding** time about 2 to 4 weeks (Approximately) From the time you select the remote staff.
6. **Termination:** The Agreement may be terminated as follows:
  - a. In case the firm would like to terminate Services before 13 weeks, under this exhibit the firm will have to pay for a minimum of 13 weeks.
  - b. Upon mutual agreement of both the parties, the term of this Agreement under this exhibit may be extended. Such extension may be made subject to such other terms may be agreed upon in writing or over an email. The company acknowledges that the Firm has no obligation whatsoever to extend the terms of the agreement under this exhibit beyond 13 weeks from the start day mentioned in service confirmation agreement.
  - c. **In case of Violation:** Either party can terminate the agreement in case of violation of 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.

7. 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 remote staff)
8. **Fees Billing and Payment:** In consideration for the Services we perform, Fees shall be charged based on Hiring Model and number of hours/week as you have chosen, multiplied by the Hourly Rate as agreed in this agreement and mentioned on the Sign-up Form submitted by you online and updated from time to time and agreed in writing via email.

**E.g.** You have hired an Individual Tax Preparer for 20 hours/week. The rate as per the Service Confirmation agreement is \$ 15. Then weekly billing will be: **\$300 (20 Hours X \$ 15)**

**Billing shall take place weekly.**

If remote staff is assigned in the middle of a week, then first billing shall be done on a pro-rata basis. Billing can be done by any of the companies mentioned in the para 1 of the Agreement above or its affiliates of the company.

The billing shall take place Weekly and Invoice w.r.t. the same will be sent to you. Invoices shall become due within 7 days from the date of the Invoice.

You shall pay minimum fees weekly for the number of hours/week for which remote staff is assigned as agreed in this agreement and mentioned on the sign-up form filled by you online and updated from time to time and agreed in writing via email or call. Payment shall be made even if you are not able to allocate the work fully or partially or for any other reason. Firm hereby acknowledge and understand that Company on the basis of your commitment and confirmation would be investing significant resources and incur huge cost in understanding your needs, sourcing, hiring, training and retaining the staff.

However, fees shall be adjusted proportionately if remote staff is not available, absent, on leave, or unable to work during the week except for 2 weeks of approved leaves in a year. Nonavailability/absence of remote staff on a particular day/days for any reason shall not be considered a violation of this agreement. We shall always try and inform you in advance about nonavailability or absence unless it's an emergency or medical situation.