



Business Engagement Agreement

This Business Agreement ("Agreement") is made and effective this ____ day of _____, 2015, by and between _____ ("Company") and **Business Solution Center, Inc (dba "Cybertary")**.

In consideration of the covenants and conditions hereinafter set forth, Company and Cybertary agree as follows:

1. Engagement

Company hereby engages Cybertary, and Cybertary accepts engagement to perform virtual assisting services in accordance with Company's instructions as provided to Cybertary, orally or in writing, from time to time.

2. Place of Work

Cybertary shall render services primarily at Cybertary's home offices, but will, upon reasonable request, provide the services at Company offices or such other places as reasonably requested by Company as appropriate for the performance of particular services.

3. Time

Cybertary's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Cybertary's discretion and if applicable will be performed in accordance with any specific directives that may be provided by Company.

4. Payment

Cybertary shall provide statements and/or invoices to Company typically once each month, including detailed time keeping by Cybertary unless under package rates. Payment is due upon receipt of each Statement or invoice by Company to Cybertary. Company agrees to pay Cybertary according to the rates and retainers defined in Cybertary's Rate Schedule in affect at the time work is performed.

A. If payment of invoices is not current, Cybertary may suspend performing further work.

B. After 30 days, a finance charge of 1.5% per month (18.0% per year) on the unpaid amount of an invoice will be charged on past-due accounts. Payments by Company will thereafter be applied first to accrued interest and then to the principal unpaid balance.

5. Term and Termination

The Agreement may be terminated by either party upon written notice without cause and without further obligation to Cybertary except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 6-15, hereof, which shall survive any termination.

6. Confidentiality

Cybertary recognizes and acknowledges that the Company possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Company relating to its products, processes, services technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character. Confidential information shall not include any information that:

A. is disclosed by Company to third parties generally without restriction;

B. becomes publicly available through no act of Cybertary;

C. is rightfully received by Cybertary from a third party.

Cybertary agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by Cybertary and whether or not disclosed to or entrusted to Cybertary's custody. Cybertary agrees that Cybertary shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company.

7. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, Cybertary and Company both agree to the following –

A. Neither party shall, for itself or any third party, directly or indirectly

(i) divert or attempt to divert from the other party any business of any kind in which it is engaged, including, without limitation, the interference with any of its suppliers or customers,





- (ii) solicit for employment, or recommend for employment any person employed by the other party, or by an affiliate of such party, or
- (iii) if not prohibited by applicable law, engage in any business activity that is or may be competitive with the other party or any affiliate of such party.

8. Return of Materials

Cybertary agrees that upon termination of this Agreement, Cybertary will return to the Company all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the Company. Cybertary will not retain any such materials.

9. Independent Contractor

Cybertary is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Cybertary shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to Cybertary. Cybertary shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Cybertary pursuant to this Agreement.

10. Subcontractor

Cybertary reserves the right to use subcontractors or delegate work among the Cybertary staff if it is of benefit to the Company, and shall be done at Cybertary's discretion. Work may be delegated based on current workload or to maximize on staffing competencies.

11. Tools and Supplies

Unless otherwise agreed to by Company in advance, Cybertary shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Cybertary's services hereunder.

12. Inherent Risks

There are some inherent risks when using computers and remote access programs, such as viruses, data loss or corruption, system crashes, etc. Cybertary is not responsible for any damages that are incurred as a result of these inherent risks, the effects of which are beyond Cybertary's control.

13. Other Activities

Cybertary is free to engage in other independent contracting activities, provided that Cybertary does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Cybertary's attention as to interfere with the proper and efficient performance of Cybertary's services thereunder.

14. Indemnifications

Company agrees to defend, indemnify, and hold harmless Cybertary and its officers, directors, shareholders, agents, successors, and affiliates, from and against any and all claims, demands, expenses, liability, losses, obligations, or causes of action arising out of or related to Cybertary's performance of services hereunder or any act or omission of Company.

15. Miscellaneous

a. Headings

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

b. Entire Agreement

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

c. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.



