

123Employee

1451 Danville Blvd #201A
Alamo, CA 94507

PH: (866) 549-1296

FAX: (206) 222-2781

SERVICE AGREEMENT

At the request of _____ (your name) representing _____ (your company) (Client), 123 Employee Inc. a Nevada Corporation is providing the following Service Agreement. 123 Employee will provide the service(s) selected below for Client, which will begin on _____ (date). Client agrees to pay for services in US dollars every month that service(s) is active.

Services:

Dedicated Rep Service – No. of Reps _____

Dedicated Phone Line

Area Code Required (_ _ _)

Monthly Fee:

\$897.00

Includes 40hrs/wk

\$0.00

(Waived)

OPTIONAL Services:

Call Recording – Selective

Dedicated Printer

Dedicated Printer/Scanner

Printer Paper

WebWatcher (Computer monitoring program)

Monthly Fee:

\$50/mo

\$40 (one-time | \$4 per black cartridge used)

\$85 (one-time)

\$5 per ream

\$10/mo.

* Call recording will be activated on a per call basis by the agent pressing *1 and will be sent by email at 12 MN to the email of your choice.

This contract is valid for a term of twelve (12) months however it can be cancelled by the client at any time for any reason. At the end of its term, unless cancelled, this contract will be renewed at \$897 per month per full-time employee for a period of 1 year and is subject to annual escalation of 5% upon renewal.

\$200 one-time Setup Fee per seat will be charged . Included in our monthly service fee are occasional printing and faxing on a shared fax and printer. Any additional hardware or software can be shipped by you or procured locally at your request. For Office Software we provide OpenOffice an open source equivalent of MS Office that is compatible MS Office. If additional software is required it will have to be arranged in advance.

First Invoice- Payment is due in full on the first day of training of your selected rep by ACH Debit, Check-by-FAX, wire transfer or Major Credit Card. (2.5% Surcharge for VISA/Mastercard and 3.25% for AMEX)

Over-Time - An additional \$7.00 will be billed for each hour used over 40 hours per week. The hours of service are 24/7/365 for dedicated rep plans. Off-shift calls will be answered by a private voicemail box accessible by the Client 24 hours a day, 7 days a week and is included with the service. Holiday pay is \$5/hour additional (if required) and must be planned in advance for the rep. Major Holidays are Easter (Thurs and Good Friday) Thanksgiving day, Christmas eve, New Years Day, Memorial and Labor Day.

13th Month Pay – As required by local law, every December we pay a Mandatory Christmas Bonus known as “13th month” pay. This will be prorated at \$20 per month of service and paid in December. The entire amount will be paid directly to your rep. Any dispute, controversy, or claim arising from this agreement or the breach, termination, or

invalidity thereof shall be referred to arbitration in the State of California with an independent arbitrator. 123 Employee will not be held liable for any loss of service due to any factor not under the direct control of said company (earthquake, fire, power outage, etc.). 123 Employee will not be held liable for any perceived or real losses due to the service provided by said company. Confidential information such as customer names, addresses, email addresses, credit card numbers, business practices, etc will be kept confidential and will never be saved, stored or shared with 123 Employee, affiliates, or third parties. Confidential information should only be used for the purposes described in this agreement.. Terms of this agreement may be amended or changed provided a 30 day advance notice by 123 Employee 123 Employee Solutions, Inc. also requires that clients give us a 15-day notice prior to cancellation of services. You agree to liquidated damages in the amount of \$3000 per representative for any circumvention of the relationship between 123 Employee and its employees by working directly; or indirectly through a third party or entity.

CLIENT INFORMATION:

First Name Last Name

Company Name

Company Phone Cellphone Fax Number Email Address

PAYMENT INFORMATION

YOU WILL NOT BE CHARGED UNTIL THE FIRST WORKING DAY OF YOUR CHOSEN REP, IF YOU DO NOT SELECT A REP OR NO REP EVER STARTS ON YOUR ACCOUNT YOU WILL NEVER BE CHARGED AND THIS AGREEMENT WILL BE CANCELLED AT NO COST OR OBLIGATION TO YOU.

AUTHORIZATION FOR RECURRING DIRECT PAYMENTS (ACH DEBITS)/ CREDIT CARD PAYMENTS

In consideration of the services provided to me by 123 Employee Solutions, as listed above, I hereby authorize 123 Employee Solutions to initiate a debit entry to my account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account for the amount and frequency listed below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law.

BILLING ADDRESS:

Street City State Country ZIP Code

ACH Debit Only

Credit Card Payment Only

Account Number: _____
(+3.25%)

VISA (+2.5%) MC (+2.5%) AMEX

Routing Number: _____ -- _____

Card Number:

Exp. Date: _____ Security Code:

_____ **Amount:** \$1097 One-Time followed by \$897per month Recurring.

Frequency: Monthly basis

The specific debit to my account authorized herein may only post on or after the EFFECTIVE DATE listed above, and in no event may the debit transaction post to my account prior to said date. This authorization is to remain in full force and effect until 123 Employee Solutions has received notification from me of termination in such time and in such manner as to afford 123 Employee Solutions and DEPOSITORY a reasonable opportunity to act. I may terminate this authorization anytime by contacting 123 Employee Solutions directly at the address and phone number listed above.

Name: _____

Date: _____

Signature: _____