



Policy & Procedures for Empowering Transactions

In this agreement, the party who is contracting to receive services shall be referred to as "Client," and the party who will be providing the services shall be referred to as "Contractor." The Contractor has a background in administrative assistance and real estate support and is willing to provide services to the Client based on this background. The Client desires to have services provided by the Contractor. Therefore, the parties agree as follows:

Relationship of Parties

It is understood by both parties that the Contractor is an Independent Contractor and is not an Employee of the Client. The Client will not provide benefits, including health insurance, paid vacation or any other Employee benefit for the Contractor. The Contractor is also responsible for their own taxes and other withholdings from their payments.

Payment Policy

Virtual Assistance

The Contractor will provide Virtual Assistant Services to the Client billed per working hour, billed biweekly. A valid credit card is required to be kept on file for automatic invoicing. If payment is declined, a new card must be provided (if necessary), and the invoice paid in full within 3 business days. If payment to Contractor is not made within 48 hours of due date, Client work will cease until remediation is made.

Transaction Coordinating

Contractor will provide full-service transaction coordination services according to the agreed upon action plan. Transaction Coordinating Services start from the time of receipted contract. Empowering Transactions will add the closing balance to the contractor's CDA at closing. If we are unable to add the balance to the CDA, we will immediately charge it to the credit card on file. If payment is declined, a new card must be provided (if necessary), and the invoice paid in full within 3 business days. If payment to Contractor is not made within 48 hours of due date, transaction coordinating will cease until remediation is made.

If you would like help with Offer Prep, Empowering Transactions can complete that for you for an additional fee.

Listing Coordinating

All Listing Coordinating packages are paid prior to beginning work on the listing at the agreed upon price. The contractor will be charged to their credit card on file. Payment must be made prior to any work beginning on the listing.

There is a one-time design fee for Listing Marketing Material (Flyer, Brochure, Postcard, Social Media Image) designed by Empowering Transactions. We can use currently established marketing material or platforms at no charge.

If you would like help with Listing Documents, Empowering Transactions can complete those for you for an additional fee.

Late Fees

Payment will be charged to card on file and due within 3 days of the invoicing date for bi-weekly (hourly) assistance, and within 2 days of the invoicing date for Listings & Contracts. If payment is not received within 10 days, Client shall be subject to a late penalty of 10% of the balance due. Additional late penalties of 10% of the balance due will be accrued per month thereafter. If bill remains unpaid, Contractor retains right to pursue all legal collection avenues at Client's expense.

Confidentiality

The Contractor recognizes that the Client has and will have the following proprietary information:

- Products
- Prices
- Costs
- Future plans
- Client database
- Business affairs
- Personal information
- Other information (collectively "Information") which are valuable, special and unique assets of the Client.

The Contractor agrees not to, at any time or in any manner, either directly or indirectly, use any information for Contractor's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of the Client. The Contractor will protect the Information and treat it as strictly confidential. A violation of this article shall be a material violation of this Agreement. The Client agrees to the same Confidentiality regarding the Contractor's proprietary information.

Confidentiality After Termination

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Source Files and Copyrights

Client will retain all source files for all projects completed by Contractor including their copyrights.

Client Representations

Client represents and warrants that the text, graphics, and photographs provided to Designer for the Site are owned or licensed by Client, and that Client is authorized to use and display such items in the manner contemplated by this Agreement. Client shall be solely responsible for the Site and materials on the Site and the validity of copyrights, trademarks and ownership claimed by Client.

Client agrees to indemnify and hold Contractor harmless from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result in whole or in part, from any infringement or any claim of infringement of any trademark, copyright, trade secret, or negligence arising from any of the text, graphics, and photographs provided by Client) any claim by a third party regarding any services or products sold or otherwise distributed by Client, its employees or agents, or any claim, suit, penalty, tax or tariff arising from Client's use of the internet or electronic commerce.

Contractor Office Hours

Empowering Transactions works many hours each day in order to make our deadlines but the expectation of our response time and phone availability is Monday – Friday 8am – 5pm CST, excluding national holidays. Empowering Transactions reserves the right to set their own close dates, as desired. Client will be given notification prior to any periods of closing via e-mail. Our Virtual Assistants are NOT required to work after hours, weekends, or holidays. However, we do our best to make sure projects/tasks are covered and to make ourselves available for urgent matters. You can email after hours, holidays and weekends for urgent matters and you will receive a response in a timely fashion; please type URGENT in the subject field.

Term/Termination

This agreement shall be effective until either party terminates the agreement by providing written notice, email being appropriate; In that case, agreement would be terminated immediately, and hours billed within 48 hours and final invoice to be paid within 48 hours of receiving final invoice. If the Client has not sent any projects in a 90-day period, the Contractor reserves the right to move Client into an Archived status. Requested help on projects would then be subject to availability of team members.

Return of Records

Upon termination of this Agreement, the Contractor shall deliver all records, notes, data, memoranda, passwords, models and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are the Client's property or relate to the Client's business.

Non-Solicitation Covenant

Client shall not, during the Agreement and for a period of *one year* immediately following termination of this Agreement, either directly or indirectly, call on, solicit, take away, hire, or attempt to call on, solicit, take away, or hire, any of the contractors of Empowering Transactions, whom Client was assigned or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.