

SERVICES AGREEMENT

This Services Agreement ("Agreement"), made effective as of _____, and is entered into by and between United Outsourcing Services, LLC., whose address is Gould St Ste R, 30 N, Sheridan Wyoming 82801, and _____ ("Client"), whose address is _____

_____ (collectively, "Parties" or individually as "Party"), with reference to the recitals of facts and intentions and for the purpose of confirming the covenants hereinafter set forth.

RECITALS

WHEREAS, United Outsourcing Services LLC provides Virtual Assistant Services, defined below, to professionals and businesses by using independent contractors located in the Philippines ("Virtual Assistants"). As used herein, "Virtual Assistant Services" means and includes remote typist, scheduling and reservations, software developers, office, and other administrative services.

WHEREAS, Client is a professional or a business entity and desires to receive Virtual Assistant Services.

WHEREAS, the Parties desire to enter into this Agreement pursuant to which United Outsourcing Services LLC will provide Virtual Assistant Services for Client through the Virtual Assistants on the terms and conditions set forth herein.

COVENANTS

In consideration of the foregoing recitals, which are incorporated herein by this reference, and for other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Virtual Assistant Services. Subject to the terms and conditions set forth herein, United Outsourcing Services LLC shall cause the Virtual Assistants to provide those Virtual Assistant Services selected and requested by Client from time to time. Client shall utilize United Outsourcing Services LLC's website, system, and protocols to establish an account and payment method for the Virtual Assistant Services, and agrees to execute and acknowledge all documents and forms necessary or desirable therefor as promulgated by United Outsourcing Services LLC from time to time. Client shall provide United Outsourcing Services LLC with information and assistance from time to time as is necessary or desirable to enable United Outsourcing Services LLC to cause the Virtual Assistants to provide the Virtual Assistant Services hereunder, including proper spelling names, demographics, terms, and other word or phrases exclusively used by the client. The system and procedures for providing the Virtual Assistant Services are further set forth on United Outsourcing Services LLC's website, and Client agrees to review and comply with such systems, procedures, and protocols and the terms thereof.

2. Consideration. As consideration for the Virtual Assistant Services, Client shall pay United Outsourcing Services LLC an hourly rate for each hour, or portion thereof rounded up to the nearest half- hour, of Virtual Assistant Services provided hereunder ("Fees") in accordance with United Outsourcing Services LLC's then-current fee schedule ("Fee Schedule"). The Fee Schedule shall be posted

_____ on United Outsourcing Services LLC's website, and modified and amended from time to time in United Outsourcing Services LLC's sole discretion. The Fees for any Virtual Assistant Services requested or provided after posting a modified or amended Fee Schedule shall be billed, due, and payable in accordance with the increased Fee Schedule. Fees are billed once per week for services rendered the week prior. Taxes, social security, and other deductions shall not be withheld from the Fees, and United Outsourcing Services LLC acknowledges that it will be responsible for payment of any taxes that may be due with regard thereto.

3. Compliance; Accuracy. The Parties acknowledge and agree that Virtual Assistants are not employees of United Outsourcing Services LLC, and United Outsourcing Services LLC is not an employee of Client, and nothing contained herein shall be deemed to prohibit United Outsourcing Services LLC from causing Virtual Assistant Services to be provided to other individuals or entities. United Outsourcing Services LLC has no access to any protected health information and in the event Client provides the Virtual Assistants access to protected health information, the Virtual Assistants shall not retain any such information. Client shall be solely responsible for timely reviewing for accuracy any and all information and documentation provided to Client by the Virtual Assistants. Client acknowledges and understands that United Outsourcing Services LLC has no access to the Reports and Filings, does not review or monitor the Reports and Filings, and is not responsible for errors or omissions therein.

4. Termination. The Virtual Assistant Services provided hereunder shall be at the request of Client, and United Outsourcing Services LLC's agreement to render the same, from time to time. Neither Party is required to request or provide Virtual Assistant Services, and this Agreement may be terminated at any time for any reason upon notice thereof to the other Party. Upon termination of this Agreement for any reason, unpaid Fees for Virtual Assistant Services previously provided shall be due and payable in full.

5. Limitation of Liability; Liquidated Damages. As part of the consideration for causing the Virtual Assistants to perform the Virtual Assistant Services, Client and United Outsourcing Services LLC have agreed to the following: Client hereby covenants and agrees to indemnify and hold United Outsourcing Services LLC harmless from and against any liability, loss, injury, damage, claim, cause of action, or expense (including cost of defense) imposed upon, incurred, or suffered by United Outsourcing Services LLC by reason of Client's act or omission, including, but not limited to, failure to

_____ comply with Laws, failure to ensure the Virtual Assistants have complied with Laws applicable to Client, and breach of this Agreement. In the event United Outsourcing Services LLC breaches this

Agreement or United Outsourcing Services LLC is otherwise liable to Client for any reason, whether arising under contract, warranty, tort, negligence, strict liability, or any other theory of liability, the Parties hereby stipulate and agree that THE MAXIMUM AMOUNT UNITED OUTSOURCING SERVICES LLC SHALL BE LIABLE OR RESPONSIBLE FOR, AND THE MAXIMUM AMOUNT CLIENT IS ENTITLED TO RECEIVE FROM UNITED OUTSOURCING SERVICES LLC (INCLUSIVE OF COSTS OF SUIT, OUT OF POCKET EXPENSES, AND OTHER DAMAGES), SHALL BE THREE (3) TIMES THE AMOUNT OF THE FEES PAID OR DUE FOR VIRTUAL ASSISTANT SERVICES RENDERED DURING THE THIRTY (30) DAYS PRIOR TO THE OCCURRENCE GIVING RISE TO THE LIABILITY. Under no circumstances shall United Outsourcing Services LLC be liable or responsible for Client's costs or expenses relating to failure to comply with any Laws, or for the Virtual Assistants' failure to provide accurate Reports. Neither Party shall be liable for special, indirect, incidental, consequential, exemplary, lost profits, or punitive damages whether arising under contract, warranty, tort, negligence, strict liability, or any other theory of liability. The foregoing limitation of United Outsourcing Services LLC's liability to three (3) times the amount of the Fees includes liability for any act or omission of United Outsourcing Services LLC or the Virtual Assistants, and costs, expenses, and damages Client incurs as a result thereof. The parties acknowledge that the foregoing liquidated damages are not intended as a penalty, but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among United Outsourcing Services LLC and Client, and (iii) to enable United Outsourcing Services LLC to cause the Virtual Assistants to provide the Virtual Assistant Services and the Transcription Reports at the stated Fees. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable to the other for any third-party claims even if a Party has been apprised of the likelihood of such damages.

Client hereby acknowledges and agrees to the foregoing limitation of United Outsourcing Services LLC's liability

_____ Client Initials

5. Disclaimer of Express and Implied Warranties. United Outsourcing Services LLC provides no representation, warranty, or guaranty regarding the Virtual Assistant Services, and the Reports and Filings shall not be deemed a representation, warranty, insurance, or guaranty of the content thereof. To the maximum extent permitted under Wyoming law, all such representations and warranties are hereby disclaimed and excluded.

6. Independent Contractor. United Outsourcing Services LLC is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the Parties. United Outsourcing Services LLC shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither Party is authorized to act on behalf of the other in any other matter whatsoever.

7. Miscellaneous

_____The Parties
acknowledge that time is of the essence for each and every obligation arising hereunder. In the event either Party brings any action for any nature, whether in equity or at law, arising under or out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party its reasonable attorneys' fees, and other costs and expenses relating thereto. Each Party represents and warrants to the other that it has the right to enter into this Agreement and to perform its obligations hereunder. If any provision of this Agreement or the application thereof to any Party or under any circumstance shall in any way be held in invalid or unenforceable, the remaining provisions of this Agreement, and the application of such provision to the Parties or under the circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable laws.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and permitted assigns. Neither Party may assign this Agreement without the consent of the other Party. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Wyoming, both statutory and decisional, and venue for any action hereunder shall be Sheridan County, Wyoming, and the Parties hereby submit to such jurisdiction. This Agreement may not be amended, modified, supplemented, or altered except by an instrument in writing executed by both of the Parties hereto. The captions of articles and paragraphs hereof are for reference and convenience only and shall not be deemed to limit, construe or affect the meaning of such articles or paragraphs. All capitalized terms used herein not otherwise defined shall have their meanings as ascribed to them and defined in the Declaration.

This Agreement and the information on United Outsourcing Services LLC's website, which is incorporated herein by reference, contain all of the agreements and understandings between the Parties hereto with respect to the subject matter hereof, and no representations, covenants, agreements, or commitments have been made to, or relied upon by, either of the Parties hereto which are not specifically set forth herein or on United Outsourcing Services LLC's website. This Agreement may be executed in several counterparts and by electronic or PDF signature, each of which shall be an original, but all of which shall constitute one and the same instrument. Neither Party intends, in any manner whatsoever, to create an interest or beneficiary in any third party.

All notices will be in writing and delivered to the addresses set forth above or at such other addresses as either Party specifies in writing. Notices will be deemed effectively given: (a) upon two (2) days after being sent by certified or registered mail, postage prepaid, return receipt requested; (b) upon the next business day after being sent overnight by a major U.S. overnight document courier; or (c) upon receipt of confirmation following transmission via facsimile or email if sent on a business day during business hours (otherwise, deemed received six (6) hours after the beginning of the next business day) if followed by a hard copy sent by mail using one of the delivery methods in (a) or (b) above. Failure of either Party to insist upon strict performance of this Agreement, or to exercise any option herein, shall not be construed as a modification or waiver of any provision, right, or obligation under this Agreement.

During the term of this Agreement and for a period of one year after termination, Client shall not, without the written consent of United Outsourcing Services LLC, solicit for hire nor knowingly allow any of its employees, agents, officers, directors, members, managers, partners, or representatives to solicit for hire, any Virtual Assistant who is associated with or involved in the performance of providing Virtual Assistant Services hereunder.

In Witness Whereof, the undersigned have caused this Agreement to be executed as of the date and year first written above.

United Outsourcing Services LLC