



VIRTUAL ASSISTANT AGREEMENT

This Agreement is dated **JUNE 15, 2023** [the “Effective Date”], between CONSULTARE INC.GROUP, [the “Company”], having a registered place of business in the state of Texas, United States of America, and **GREG GIMONGALA** [the “Virtual Assistant”], having a registered domicile in the Philippines, hereinafter, respectively, and collectively “the Parties.”

WHEREAS, the Company is engaged in services in the area of Compliance management and Information Technology development.

WHEREAS, the Company is actively seeking a Virtual Assistant to assist the company in all aspects of business and service development for its products and services and general administrative services [the “Services”].

WHEREAS, a Virtual Assistant can provide such services to assist Company in developing its products and provide services for Company and its clients virtually.

WHEREAS, the purpose of this Agreement is the Virtual Assistant provides such services to Company.

NOW THEREFORE, in consideration of the above recitals and those promises, and mutual covenants hereinafter contained, the parties agree as follows:

1. DESCRIPTION OF SERVICE/SCOPE OF WORK

INFORMATION TECHNOLOGY DEPARTMENT MANAGER

- a. Providing technical support to users who are experiencing problems with InterlinkIQ.com and other related plugins.
- b. Identifying and implementing ways to increase productivity and efficiency in the workplace by assisting and doing evaluation of all IT employees across all system platforms.
- c. Managing and maintaining computer networks, including troubleshooting problems when they occur.
- d. Performing regular backups to ensure that data is protected from computer crashes or natural disasters such as fires or floods that may occur in the building where the data is stored for (pcqilms.com and all Consultare Inc systems).
- e. Training IT employees on the environment and code structure of Consultare Inc’s system and applications.
- f. Working with management to create a strategic plan for implementing and developing automated processes and technologies to improve operations within the organization.
- g. Coordinating with other departments to ensure that they are using the latest technology tools and is knowledgeable in using all Consultare’s in-house applications.
- h. Making sure to inform all Consultare employee for all system updated made in Interlinkiq.com.
- i. Audit systems and assess their outcomes.
- j. Act in alignment with user needs and system functionality to contribute to organizational policy.



Virtual Assistant shall provide Services for Company and its clients. VA agrees to serve in such capacity and to do and perform the services and acts, necessary to carry out the duties assigned by Company. The Company and the VA may agree in a separate written document to expand the scope of services to include additional tasks, such written documents may be informal, e.g. emails.

2. SERVICE LOCATION

The Company is engaged in consulting and compliance services, and Informational Technology development for US and International companies [the "Products"].

3. PAYMENT FOR SERVICES

The Company agrees to pay Virtual Assistant; a total of

- a. Six hundred forty-five dollars (\$645) of the monthly rate.
 - b. Payments are processed on or before the 15th and the 30th of the month via Wise.com, World Remit, or any similar payment method.
 - c. A twenty-five dollars (\$25) pro-rated pay increase in June and December, based on the 30th of May evaluation, Performance Bonus to be released on the 15th of June and from 30th of November evaluation, Performance Bonus to be released on 15th of December pay period.
 - d. A 3% Sales Commission, shared to all Managers from the Total Sales of New Account Set up, Service Upgrade, and Projects. The 3% is released upon payment is validated.
 - e. A Laptop unit worth \$600 with a cash bond to be released a year after the issuance of the asset.
 - f. Special projects under IT development services, compensation starts at the rate of \$ 4.00 per hour on the project approved by client and to be processed once payment is received.
 - g. Virtual Assistant service to commence: June 15, 2023.
4. The term of this Agreement commences on the effective date, unless sooner terminated in accordance with the provisions hereof [the "Term"]. Virtual Assistant shall use its best efforts to facilitate its duties, and the Company shall use its best efforts to support Virtual Assistant. Virtual Assistant agrees to devote its time of up to 40 Hours per week as is necessary to adequately perform its duties during the term to the business and affairs of the Company.
 5. Virtual Assistant shall receive all necessary and appropriate information from the Chief Executive Officer of the Company or designee for the performance of its duties. Performance reviews by the Company will be evaluated bi-annually, and the VA agrees to meet and deliver the target work completion set by the Company to the best of its ability.



6. The Company reserves the right to terminate this Agreement in the event VA fails to perform its duties described in this Agreement.
 - a. The term of this Agreement commences on the effective date, unless sooner terminated in accordance with the provisions hereof [the "Term"]. VA shall use its best efforts to facilitate its duties and the Company shall use its best efforts to support VA.
7. By virtue of this agreement the parties do not seek to establish a relationship of employer and employee between Company and VA accordingly none of such employment obligations or benefits shall apply, as they may otherwise become applicable pursuant to the laws of the United States or any other country.
8. Any notice or other document hereunder may be given or tendered by Email or similar delivery:

To Company: **CONSULTARE INC GROUP**
ATTENTION: **Arnel Ryan**
Address: **1331 Pine Trail Tomball, TX 77375**
Email: **Arnel@ConsultareInc.com**

To Virtual Assistant: **Greeq Gimongala**
Address: **B72 L25 Phase 4 Hawaii St. Deca Homes Mintal Davao City, 8000**
Email: **greeq@consultareinc.com**

9. The Virtual Assistant accepts and agrees that the identities of the Company's Clients will be recognized by it as the exclusive and valuable contacts of the Company and will remain so for the duration of this Agreement. VA acknowledges and agrees, as between the Parties and subject to the rights and licenses granted herein, Company is, and at all times shall remain, the sole and exclusive owner of all right, title and interest of the Company's Patent and Trademark, throughout the world.
10. Confidentiality:

The Virtual Assistant shall keep secret and confidential and shall not disclose to any third party any information, data, specifications, drawings, reports, client information, accounts or other documents and information supplied or made available by the Company or brought into existence by the Company. The VA shall take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality and prevent disclosure.
11. The effective date of this Agreement shall be the date dictated above. Each signer acknowledges that they are legally able to represent and acknowledge this Agreement.
12. This Agreement, entered into and deemed to be performed in the state of Texas U.S.A, shall be governed by and construed in accordance with the laws of the State of Texas USA. In the event of dispute between the parties hereto, it is agreed that the parties shall settle such dispute by binding private judicial arbitration utilizing the laws of the State of Texas and the prevailing party in such action shall be entitled to recover reasonable attorney's fees and all costs.



13. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the Parties hereby agree that the validity of any other provision and of the entire Agreement shall not be affected thereby.
14. The Article and Section headings of this Agreement are included for reference only and shall not constitute any part of this Agreement in construing or interpreting this Agreement.
15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. An email or other form of scan of this Agreement shall constitute a legal and binding instrument. However, each party may mail an original document with signature to the other party within ten days of execution.
16. This Agreement may be terminated by either party upon serving a written notice to the other party to the address provided hereinabove or via email.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year set forth.

Company: **Consultare Inc Group**

Amel Ryan

Chief Executive Officer

June 15, 2023

Date

[Signature]

Virtual Assistant

July 6, 2023

Date