

VIRTUAL ASSISTANT AGREEMENT

Between

Gemstone Business Solutions

and

Susie Smith, Client

- 1. Introduction.** This agreement is made on the date of last signature below by and between Leisa Bain Good, a Virtual Assistant and owner of Gemstone Business Solutions, and Susie Smith, EFT Practitioner. Virtual signature may be used and recognized as long as it is so duly followed by a hardcopy signature contract within one (1) week.
- 2. Description of Services.** During the term of this agreement Leisa Good from Gemstone Business Solutions will provide Ms. Smith with web design services as described in "The Scope of Work" for Implementation Phase I and Implementation Phase II appearing on the third page of this contract. Both of these implementations fall within the scope of Ms. Good's virtual assistant practice.
- 3. Payment.** For services rendered under this agreement, Susie Smith agrees to pay half of agreed amount plus Virginia sales tax or \$365.00 for the start of Implementation Phase I. This payment shall be due by January 23, 2008. Then pay \$235.00 for the conclusion of Implementation Phase II to occur. This payment shall be due by February 8, 2008. All monies must be collected by February 8, 2008 so that no late penalty fees shall be applied. No payment for additional expenses will be made without advanced written authorization from Susie Smith. These two invoices may be paid within two weeks of one another or all at once by check or through PayPal.
- 4. Term of Agreement.** Leisa Good of Gemstone Business Solutions shall provide services to Susie Smith for a period of January 8, 2008 through but not exceeding February 8, 2008 .
- 5. Where Services Are to be Performed.** Services shall be performed and provided virtually via email, fax or phone from Gemstone Business Solutions' location in Front Royal, Virginia.
- 6. Virtual Assistant Status.** Leisa Good of Gemstone Business Solutions will furnish all services as an independent contractor and not as an employee of Susie Smith or her EFT/meditation practice. Gemstone Business Solutions and Leisa Good are not entitled to any medical coverage, life insurance, participation in employee savings plan, or other benefits afforded to regular employees, or those of affiliated organizations.

- 7. Ownership and Non-Disclosure of Intellectual Property.** All information supplied to Gemstone Business Solutions by Susie Smith is to be held in a confidential manner and is the property of Susie Smith. Gemstone Business Solutions agrees not to disclose any information to any third party, unless directed in writing to do so by Susie Smith.
- 8. Termination of Agreement.** If this agreement is terminated by Susie Smith, then Susie Smith shall only be liable for payment of web design services performed up to the date of termination.
- 9. Indemnification.** Both parties agree to defend, protect, indemnify and hold one another harmless from any and all lawsuits, claims, damages, demands, liabilities or losses, including reasonable attorney fees and costs, brought, made or claimed as a result of any acts, including omissions, which are not outlined in this agreement.
- 10. Governing Law.** This agreement is subject to and shall be interpreted according to the laws of the Commonwealth of Virginia.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives:

Susie Smith, EFT Practitioner

Gemstone Business Solutions

By: Susie Smith
EFT Practitioner

By: Leisa Bain Good
Owner & Virtual Assistant

Date

Date

**The Scope of Work
For
Web Site Design Package from Gemstone Business Solutions**

Implementation Phase I

Building the Web Site

- Custom web site designed and named SusieSmith.com to include 5 web-pages using the selected pictures and other choices
- Up to 2 hours of Internet research
- WYSIWYG or template-generated web site without HTML language
- Web content written for each web page
- Web copywriting to include USP and the 4 U's of advertising
- Benefit-laden copy verses feature-laden copy
- Mouse-over effects when required
- Proofreading and spell-check performed
- Automatic design and graphic checkers performed
- Incorporating a hit counter and map into the web site
- Integrative Care worked into the web site as either a sidebar or a text box
- Web site viewed in 14 different browsers including Internet Explorer, Firefox, Opera, and Safari
- Up to 3 revisions completed before finalizing
- Any current affiliate links added—no limit
- SEO keywords added for optimization

Implementation Phase II

Launching the Web Site

- 1 year of domain registration and domain transfer for SusieSmith.com
- 1 email address named Susie@SusieSmith.com to be created with an auto-responder, login, and password
- Account manager and hosting manager setup with logins and passwords
- Transfer of copyright from Gemstone Business Solutions to Susie Smith
- Web site moved to Susie Smith's computer
- Troubleshooting on the web site move
- Web site repopulation from a new location
- 1 hour of hands-on instruction on how to update the web site