



SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is made and entered into as of ____, **2025**, by and between:

1. Aspira Global

Business Address: Tancor II Villa Aurora Village, Pres. Aguinaldo St., Kasambagan, Cebu City, Cebu, Philippines 6000

2. Client’s Company Name

Business Address:

I. Objectives of the Agreement

Aspira Global is committed to providing exceptional offshore support services. This Agreement outlines the partnership to deliver:

- **Highly skilled professionals** with expertise across a wide range of business functions, including but not limited to:
 - PHP (Laravel), .NET, and C# developers
 - Accounting, Accounts Receivable/Payable (AR/AP)
 - Financial analysis and reporting
 - Bookkeeping and payroll processing
 - NetSuite and ERP systems
 - Data entry and database management
 - Administrative and executive assistance
 - Customer service and technical support
 - Project coordination
 - Advanced Excel reporting and analytics

II. Scope of Services

Aspira Global agrees to:

- Recruit, onboard, and support [# of VA's] Global Support Partners with relevant skills and experience.
- Integrate associates into the client's workflows, systems, and culture.
- Provide ongoing guidance, support, and performance monitoring throughout the engagement.

III. Contract Term

- **Initial Term:** Six (6) months starting from _____, 2025.
- **Renewal:** The Agreement may be extended upon mutual written consent by both parties.

IV. Pricing & Payment Terms

1. Recruitment Fee

- A **non-refundable, one-time fee of \$495 USD per associate**, payable **immediately** upon signing this Agreement.
- This fee covers English communication testing, skills assessments, pre-screening interviews, and administrative onboarding processes.

2. Monthly Service Fee

- **\$2,400 USD per associate per month**, invoiced on a **prepaid basis**, due **15 days prior to the start of the upcoming service month**.

3. Administrative Fees for Third-Party Apps

- Additional **administrative fees will be charged** for any third-party software, subscriptions, or platforms required by the client in the course of delivering services.

4. Payment Method & Billing Details

All payments must be made to the following account:

Bank Details:

- **Account Name:** ASPIRAGLOBAL
- **Account Number:** 0000070796315
- **Bank Code:** SB – Security Bank Corporation
- **Bank Branch:** Cebu IT Park
- **SWIFT/BIC Code:** SETCPHMM
- **Bank Country:** Philippines

Late payments may result in service interruptions or additional charges. Invoices are issued monthly in advance, and all fees must be cleared prior to the start of the service month to avoid delays in deployment or continuation of services.

V. Onboarding Process

1. Recruitment & Pre-screening (2–3 Weeks):

- Calibration call to align on job roles and workflow needs
- English skills tests, pre-screening interviews, and role-specific assessments
- Submission of a shortlist of qualified candidates for client review

2. Candidate Selection:

- Coordination of interviews between client and shortlisted candidates
- Final selection and confirmation of hires

3. Onboarding Preparation:

- Provisioning of tools and initial orientation prior to Day 1
- Introduction to client workflows, systems, and expectations

4. Ongoing Support:

- Scheduled check-ins, feedback loops, and performance tracking
- Continuous support from Aspira Global account management and HR team

VI. Termination Clause

Either party may terminate this Agreement with **30 days' written notice**. Upon termination, Aspira Global will facilitate structured offboarding, including knowledge transfer, proper turnover, and return of any client-owned assets or data.

VII. Buy-Out Clause

If the client wishes to hire a Global Support Partner directly, during or after the contract period, a **buy-out fee equivalent to six (6) months' service fees (\$14,400 USD per associate)** will be applicable. This compensates for recruitment, onboarding, and training investments.

VIII. Advantages of Partnering with Aspira Global

Clients benefit from:

- **Access to top-tier offshore talent**, rigorously selected through a multi-step vetting process.
- **Streamlined integration**, minimizing ramp-up time and enhancing team efficiency.
- **Ongoing performance support**, regular check-ins, and proactive engagement from the Aspira team.

IX. Confidentiality & Data Security

Both parties agree to maintain strict confidentiality and protect any proprietary or sensitive information shared under this Agreement. Aspira Global follows strong internal protocols and data privacy standards to safeguard all information.

X. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to:

- Acts of God or natural disasters (e.g., earthquakes, typhoons, floods)
- War, terrorism, or civil unrest

- Epidemics, pandemics, or government-imposed quarantines
- Power failures, internet outages, or telecommunications disruptions
- Labor strikes or other industrial disturbances
- Government actions or changes in law or regulation

In the event of a Force Majeure, the affected party shall promptly notify the other party in writing, stating the nature and expected duration of the event. The obligations of the affected party shall be suspended for the duration of the Force Majeure event.

XI. Governing Law & Dispute Resolution

- This Agreement shall be governed by and construed in accordance with the **laws of the Republic of the Philippines**.
- Any disputes shall be subject to the **exclusive jurisdiction of the courts in Cebu City, Philippines**.
- Both parties agree to first attempt to resolve disputes through good-faith discussions. If unresolved, matters may proceed to **mediation or binding arbitration** under the rules of the **Philippine Dispute Resolution Center Inc. (PDRCI)**.

XII. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior verbal or written agreements, communications, or arrangements.

XIII. Agreement and Signatures

Aspira Global

Rob Bramwell, CEO, CTO & Founder

Date: _____, 2025

Company Name

Client's Name, Position

Date: _____, 2025