

ORDER FORM

Client: Decision Counsel	Contact: Jarie Bolander
Address: 2907 Claremont Ave. Suite 10- Berkeley, CA 94705	Phone: +1 (678) 770 0059
	E-Mail: jarie@decisioncounsel.com
Services: WeCare is a Business Process Outsourcing (BPO) company that will offer the Client sales export, lead generation, and customer support services.	
Services Fees: \$4,375 per month, payable in advance, subject to the terms of Section 9 herein. Furthermore, there shall be a one time onboarding cost of \$1000. Please refer to Section 9 for all terms related to payments and invoicing.	Initial Service Term: Initial onboarding period of 7 days, followed by a trial work period of 60 days.
Service Capacity: Services to be provided by WeCare to Decision Counsel, shall include WeCare offering a team of two (2) Account Executives to obtain and warm prospects for Decision Counsel through cold calling and email campaigns.	

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of 3/11/2024 (the "Effective Date"), by and between WeCare, *registered as Didin Customer Service, LLC. (hereinafter referred to as "WeCare")* located at 1220 E. Henry St, Tempe, Arizona 85281, and Decision Counsel LLC., (*hereinafter referred to as "Decision Counsel"*) located at 2907 Claremont Ave. Suite 10- Berkeley, CA 94705. WeCare and Decision Counsel are sometimes collectively referred to herein as the "Parties" and may be individually referred to as a "Party".

RECITALS

WHEREAS, WeCare is a Business Process Outsourcing (BPO) company specializing in offering sales export, lead generation, and customer support services.

WHEREAS, Decision Counsel is a Business Strategy and Marketing Agency that offers marketing strategy and delivery to its clients.

WHEREAS, The Parties wish to enter into this Agreement for the purpose of governing various services to be provided by WeCare to Decision Counsel, which shall include WeCare offering a team of two (2) Account Executives to obtain and warm prospects for Decision Counsel through cold calling and email campaigns (defined below).

WHEREAS, Decision Counsel desires to engage WeCare to provide the services described herein, and WeCare desires to provide the services described herein, subject to the terms and conditions set forth below.

In consideration of the foregoing, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, covenant and agree as follows:

AGREEMENT

1. **Services**: The services to be provided by WeCare include offering a sales team containing 2 Account Executives and Lead generation via phone call and email campaigns promoting and/or advertising Decision Counsel's goods and/or services ("Offers") for the purpose of generating and nurturing prospects for Decision Counsel (each, a "Campaign"). As used herein, the term "Lead" shall mean a potential customer lead who has consented to be contacted, by phone and/or email, by the parties for the purpose of Decision Counsel offering its goods and/or services to the Lead. WeCare shall perform the services in a timely and workman-like manner. The services to be provided by WeCare will be provided directly by WeCare. The Parties shall work in good faith using commercially reasonable efforts to achieve all deadlines, goals, estimates, and costs set forth in this Agreement. In the event Decision Counsel desires to change or expand any of the services or deliverables, or shorten any applicable timelines, a written agreement between the Parties will be signed prior to commencement of the work or change, and WeCare reserves the right to charge all reasonable costs associated with such change. Any revisions will be made in writing and acknowledged by the other Party in writing.

2. **WeCare's Representations and Warranties**. WeCare represents and warrants that:

- a. It has full power and authority to enter into this Agreement and the person executing the Agreement is doing so on behalf of WeCare and has all power and authority to bind WeCare to this Agreement;
- b. Entering into and performance of this Agreement by WeCare does not violate, conflict with, or result in a material default under any other contract or agreement to which WeCare is a party, or

by which it is bound;

- c. The sources of WeCare and its Partners (defined below), if any, by which prospects are delivered do not and shall not infringe, violate or misappropriate any third-party copyright, patent, trade secret, trademark, or other property right, nor display, publish or promote sexually explicit content, intolerance, violence or hate or constitute libel, defamation, invasion of privacy or the violation of any right of publicity of any third party; and
- d. Its performance hereunder shall not violate any applicable international, foreign, federal, state or local law, rule, regulation, order or ordinance.

3. **Decision Council Responsibilities:** Decision Council represents and warrants that:

- a) It has full power and authority to enter into this Agreement;
- b) Entering into and performance of this Agreement by Decision Council does not violate, conflict with, or result in a material default under any other contract or agreement to which Decision Council is a party, or by which it is bound; and
- c) Decision Council has diligently undertaken all requisite measures to ascertain that the addresses furnished are serviceable, currently occupied, and maintain active occupancy.

4. **Content:**

- a) All creative campaign assets, in any form or medium, including subject lines, email bodies, copy, documents, and scripts sent to prospects, will be exclusively created by WeCare.
- b) WeCare retains the right to request existing content and assets from Decision Council to leverage in Decision Council's campaigns.
- c) To the extent WeCare is authorized to use or display Content in the performance of the Services under the Agreement, Decision Council grants to WeCare a limited, non-exclusive, revocable, royalty-free right and license to use, display and reproduce Decision Council's trademarks, service marks, logos, copyrights on its servers and in such media and collateral materials as authorized by Decision Council in writing, all for the purpose of promoting Decision Council's programs and services as herein contemplated. The license granted hereunder shall terminate upon the earlier of the termination of WeCare's participation in the Campaign(s) or termination of this Agreement. Except for the limited license granted herein, Decision Council retains all proprietary rights in and to all of its intellectual property. WeCare's use of such property pursuant to the license herein granted shall inure to the benefit of Decision Council; WeCare retains no rights or interest in or to such property.

5. **Placement Positioning and Requirements:**

- a) **General.** WeCare shall comply with the placement positioning, display, editorial, use and conduct criteria set forth in this Agreement.
- b) **Email. Test Email and Content Rotations.** Prior to the sending the first email for an Order or a new Content suite under the same Order, WeCare must send a test email to Decision Council. Upon receipt of such notification, Decision Council shall have a 24-hour window to raise any concerns or objections; failure to respond within this timeframe will be considered as approval of the changes. Notwithstanding the foregoing, Decision Council reserves the right to review each email prior to every new email drop, whether or not email content was changed. Unless Decision Council

intervenes with additional changes within 24 hours of submission for revision, all "from" and subject lines, as well as other email content, will be automatically deemed approved by Decision Counsel.

6. Term and Termination:

- a) This Agreement shall be in effect as of the Effective Date and shall remain in effect until terminated pursuant to the terms of this Agreement. Either Party may terminate this Agreement at any time, without penalty, on not less than thirty (30) days' prior written notice. In addition, parties may terminate this Agreement and all related Campaigns immediately without penalty in the event of a material breach of this Agreement by WeCare or Decision Counsel.
- b) Pursuant to the Provision 8a, the contract shall be effective for an initial onboarding period of 7 days, followed by a trial work period of 60 days, subject to reevaluation upon the conclusion of the 60-day period. Upon the successful completion of the initial 60-day period, the terms of this contract shall continue in force and effect until expressly terminated or modified by either party.
- c) **Effect of Termination.** In the event that Decision Counsel terminates this Agreement for cause due to a material breach by WeCare, Decision Counsel shall be required to pay any costs or service charges incurred prior to the effective date of termination for any active and/or pending Campaigns.

7. Payment and Invoicing: The compensation for services rendered under this contract, and as outlined in the Order Form, shall amount to \$4,375 per month. In addition, there shall be a one time onboarding cost of \$1,000.

- a) The monthly retainer fee of \$3,500 and the onboarding are to be paid within 30 days of receiving the invoice from WeCare. Late payments will incur a 1.5% late fee on the total amount, comprising of the retainer and the commissions, for every additional 14 days beyond the due date.
- b) Upon signing this contract, the retainer, for the first month only, of \$5,375 will be split into two tranches. The initial tranche of \$2687.5, constituting the first 50%, will be made within 7 days of executing this agreement. The remaining 50%, also amounting to \$2687.5, will be paid within 30 days of executing this agreement.

8. Confidentiality: The parties mutually acknowledge that WeCare retain full access to the Lead data provided by Decision Counsel. However, Decision Counsel shall be granted unrestricted access and the ability to visualize and export the data at their discretion, as and when desired.

9. Furthermore, each Party may be given access to the other Party's Confidential Information during the course of this Agreement. As used herein, "Confidential Information" shall mean any information shared under this Agreement, whether or not such information is disclosed as confidential either orally or in writing, including without limitation: the terms of this Agreement; any Decision Counsel, Partner, vendor or financial information; any marketing plans, services, or data; or any information that by its nature would reasonably be understood to be confidential. Notwithstanding the foregoing, Confidential Information shall not be considered any of the following: (i) information which becomes generally known to the public through no act or failure to act by receiving Party; (ii) information that was known by the receiving Party before receiving such information; (iii) information that is hereafter rightfully obtained by the receiving Party from a third party without breach of any obligation to the disclosing Party; (iv) information that is independently developed by the receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information; (v) Campaign Materials or Campaign Metrics (defined below); or (vi) Data which is not owned by the disclosing Party. Using at least the same degree of care for its own confidential and proprietary information but in any event no less than a commercially reasonable

standard of care, the receiving Party shall have a duty to safeguard, keep confidential and secure, and prevent unauthorized use and disclosure of all Confidential Information it receives from disclosing Party hereunder. Excepting trade secrets, which shall be held confidential for an indefinite period of time or until such trade secret becomes public knowledge through no act or failure to act of receiving Party, the receiving Party shall safeguard all Confidential Information as required hereunder for a period of five (5) years from the date and time of disclosure. Receiving Party may disclose the Confidential Information to those staff, advisors and vendors who need to know such Confidential Information as is reasonably necessary for receiving Party to carry out its duties hereunder; provided that all such Parties are under an obligation of confidentiality at least as restrictive as that set forth herein. The receiving Party may also disclose the Confidential Information as required under applicable law or judicial or administrative order, provided that disclosing Party is notified with a reasonable time for disclosing Party, at its own expense, to make its own objections and protective orders. Except to the extent that Confidential Information is required for services continuing hereunder, at any time a disclosing Party may request in writing, and receiving Party shall promptly comply, that receiving Party return and destroy any or all of the disclosing Party's Confidential Information held hereunder.

10. **Non-Compete Clause:** WeCare agrees that it shall not, directly or indirectly, utilize the prospects provided by Decision Counsel for the benefit of any competing companies, entities, or ventures. WeCare shall refrain from engaging any of the prospects, provided by Decision Counsel, that could result in a conflict of interest with Decision Counsel's business interests or undermine Decision Counsel's competitive advantage. This non-competing obligation shall remain in effect during the term of the contract and for a period of one year following its termination or expiration.

11. **Indemnification:** Both parties and its Partners shall defend, indemnify and hold harmless each other, and each of their respective agents, affiliates, subsidiaries, directors, officers, shareholders and employees from and against any and all actual or threatened demands, claims, debts, obligations, lawsuits, actions or proceeding, including all costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") relating to or arising out of either party's breach of this Agreement.

12. **Governing Law and Jurisdiction:** Any suit, action or proceeding seeking to enforce any provision of or matter arising out of this Agreement shall be brought exclusively in the State of Arizona, and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any suit, action or proceeding. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

13. **Severability:** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

14. **Successors and Assigns:** Neither Party may assign this Agreement, in whole nor in part, without the other Party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may automatically assign its rights and obligations hereunder to: (a) any corporation or entity resulting from any merger, consolidation, or other reorganization of such Party; (b) any individual or entity to which such Party may transfer substantially all of the assets and business of such Party; or (c) any entity that controls, is controlled by, or is under common control with such Party, or of which such Party beneficially owns at least fifty percent (50%) of the equity

interest therein. All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

15. **Independent Contractors:** WeCare will perform hereunder as an independent contractor of Decision Counsel solely for the purpose of carrying out the provisions of this Agreement, and this Agreement will not be construed to create any partnership, joint venture, Decision Counsel or employment relationship between WeCare and Decision Counsel.

16. **DNC Clause:** Both parties to this contract agree to comply with all applicable Do Not Call (DNC) regulations and guidelines.

- a) **DNC Registry Compliance:** Each party shall regularly update and maintain their calling lists to ensure they do not contact individuals listed on any national or international Do Not Call registries.
- b) **DNC Request Handling:** If an individual request to be added to a DNC list, both parties will promptly and without delay add the individual's number to their internal DNC list and refrain from contacting them for any future solicitation purposes.
- c) **Record Keeping:** Each party will maintain accurate and complete records of all telemarketing or solicitation activities, including DNC requests and their resolution, for a period as required by applicable laws and regulations.
- d) **Legal Requirements:** Both parties acknowledge that compliance with all applicable DNC laws and regulations is mandatory and non-negotiable.

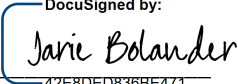
17. **Waiver and Remedies:** No term or provision hereof shall be deemed waived and no breach excused unless such waiver shall be in writing and signed by the Party claimed to have waived or consented. No course of dealing or failure of either Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

The Parties have executed this Agreement by their authorized representatives as of the Effective Date.

WeCare:

By: _____

Decision Counsel:

By: 
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Name:

Name: Jarie Bolander

Title:

Title: Head of Market Strategy

Address:

Address: 2907 Claremont Ave. Suite 10 - Berkeley, CA