

SERVICE AGREEMENT

This Service Agreement (**the “Agreement”**) is made and executed as of 1st day of April 2024, (**Effective Date**) by and

BETWEEN: **Didin Customer Service LLC DBA WeCare**, (the “Company”), with its head office located at 1220 E. Henry St, Tempe, Arizona 85281 and represented by Christopher Booth.

AND: **UTV Source, LLC** (the "Client"), with its head office located at 2500 Country Road 116 Comanche, TX 76442-4176 and represented by Jason Snyder.

The Company, and Client shall be individually referred to as “Party” and collectively, as “Parties”.

WHEREAS:

- A. The Company is engaged in Business Process Outsourcing (BPO) with expertise in building excellent revenue operation systems to serve their clients. Their services are specific to three categories of revenue operations i.e., Implementation, Augmentation, and Operations.
- B. The Client i.e. UTV Source, LLC is a private company that sources and sells utility terrain vehicle items, products and goods.
- C. The Client desires to engage the Company to provide Customer Service Operations services (**the “Services”**) and the Company has agreed to render its services as per the terms and conditions set forth hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. TERM

- 1.1. The term of this Agreement shall commence from the Effective Date hereinabove mentioned and shall continue until terminated by either Party with thirty (30) days advance written notice of termination to the other Party.

2. SERVICES

The Company agrees to render Customer Service Operations services as described in the Statement of Services (the “SOS”) attached hereto as EXHIBIT A and executed by the Company and Client.

3. SERVICE FEES

- 3.1. In consideration of the services rendered by the Company hereunder, the Client shall pay to the Company the services fees as per the Service Fees Schedule provided in Exhibit A.
- 3.2. Reimbursement. The Company shall be entitled to reimbursement of reasonable out-of-pocket expenses incurred in connection with the provision of Services; provided that the Company shall first notify and seek approval from the Client before incurring any expense. The Client shall not withhold any taxes or any amount or payment due to the Company and which it owes to the Company related to the Services rendered by it to the Client.

4. RELATIONSHIP BETWEEN THE PARTIES

The Company shall render services solely as an Independent Contractor and neither Party shall be deemed to be an agent, partner, or co-venturer of the other party. For the avoidance of doubt, neither Party nor any of its employees, partners, officers or agents shall have any right, power or authority to bind the other Party in any manner whatsoever, except at the express instruction of such other Party.

5. OBLIGATIONS OF THE PARTIES

- 5.1. The parties shall perform the obligations in good faith as per the terms set forth in this Agreement.
- 5.2. The Parties must comply with all applicable statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards, and requirements of every competent federal, provincial, regional, municipal, and other statutory authority that may be in force from time to time.
- 5.3. The Company shall provide the Services diligently and as per industry standards.
- 5.4. The Company shall not be liable for any delay caused by the Client’s actions or inactions including any Service review/changes requested by the Client;
- 5.5. The Client shall fully cooperate with the Company by providing them with all information reasonably necessary for the performance of the Services by the Company.
- 5.6. The Client shall provide a timely review of Deliverables submitted by the Company and grant approvals, if required.

6. REPRESENTATIONS AND WARRANTIES

6.1. The Parties represent and warrant that;

- i. They have the full power and authority to enter into this Agreement and the person executing the Agreement is doing so on behalf of the respective parties and has all power and authority to bind the parties to this Agreement;
- ii. entering into and performing this Agreement by the parties does not violate, conflict with, or result in a material default under any other contract or agreement to which they are a party, or by which it is bound;
- iii. performance of the respective obligations hereunder shall not violate any applicable international, foreign, federal, state, or local law, rule, regulation, order, or ordinance.

7. THE SERVICES HEREIN ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OF A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF SERVICES. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT IT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CLIENT ACKNOWLEDGES THE USE OF THE SERVICES AT THEIR OWN RISK.

8. COMMUNICATION

The Parties shall communicate all Service details via email to maintain a clear record of information. Communication via text or call shall be acceptable in the case any of the services rendered by the Company need immediate action.

9. NON-EXCLUSIVE

The Company shall not provide Services exclusively to the Client and may enter into the same or similar terms with any person or entity or clients/customers, including but not limited to Customer(s) in or outside the Territory.

10. BOOKS AND RECORDS

During the Term and for three (3) years following the termination of this Agreement (or such shorter period agreed to in writing by the Parties), each Party shall in the ordinary course of business and consistent with past practice keep books and records of the Services provided and reasonable supporting documentation of all charges incurred in connection with providing such Services, and shall make such books and records available to the other Party and its representatives, upon reasonable notice, during normal business hours, and as necessary to comply with any compelled disclosure described in provision 12.5 or other circumstances in

which information regarding the Services is required by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a governmental body.

11. TAX

The Parties shall be responsible for paying their own respective taxes for the income generated from its services, engagement, and business as per the applicable state and federal laws.

12. OWNERSHIP OF INTELLECTUAL PROPERTY

- 12.1. The Company's materials including but not limited to implementation strategies, videos, marketing campaigns, intelligently sequencing and calling campaigns, customer service operations, communication strategies, training materials, or any other systems or processes incidental thereto, created by the Company and intellectual property in existence prior to this Agreement or created, developed or acquired, including the content or the innovations created and developed by the Company, during the term of this Agreement, are the Company's sole and exclusive property.
- 12.2. Company acknowledges and agrees that any trademarks, service marks, logos, content, information, data, materials, items, terms and conditions, policies, or guidelines provided by the Client or by any third party at the direction of Client in connection with this Agreement, and any other intellectual property owned by Client or created, developed or acquired, by the Company for the Client, during the term of this Agreement, are the Client's sole and exclusive property (**collectively the "Client Materials"**).
- 12.3. Limited Trademark License - Subject to the terms of this Agreement, the Client hereby grants the Company a limited, non-exclusive, non-transferable, royalty-free right to use and display its trademarks, service marks, trade names, logos, and other commercial designations, (**collectively "Client Marks"**) owned, licensed, or controlled by the Client, solely for the purpose of the Company's performance under this Agreement. The company shall not take any action inconsistent with the Client's ownership of the Client Marks.
- 12.4. Work Made for Hire - The Company acknowledges that all work developed by them in the performance of the SOS is "Work Made for Hire" as defined in Title 17 U.S.C. §101 and is the sole property of the Client. The Company hereby assigns to the Client the entire right, title, and interest in and to all of the rights to such Work Made for Hire.

13. CONFIDENTIALITY

- 13.1. Each party (the "Receiving Party") acknowledges that pursuant to this Agreement, it may have access to or receive from or on behalf of the other party (the "Disclosing Party") confidential or proprietary information relating to the Disclosing Party and its business or technology

(collectively, "Confidential Information"). All Confidential Information belongs solely to the Disclosing Party. All information relating to the Services and software relating to the Services is the Company's Confidential Information.

- 13.2. Definition: "Confidential Information" means any proprietary information, technical data, trade secrets, or know-how of the Client, including, but not limited to, research, business plans or models, service plans and strategies, computer software and code-related to the services offered by the Company, developments, inventions, processes, formulas, technology, designs, drawings, engineering, employee data, locations, Patents, copyright, trademark, customer lists, and customers, markets, finances or other business information disclosed by the Client either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.
- 13.3. The Confidential Information does not include information which: (a) is known to the Receiving Party at the time of disclosure to the Receiving Party by the Disclosing Party as evidenced by written records of the Receiving Party, (b) has become publicly known and made generally available through no wrongful act of the Receiving Party, or (c) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure.
- 13.4. Non-Use and Non-Disclosure. The Receiving Party shall not, during or subsequent to the Term of this Agreement: (i) use the Disclosing Party's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Disclosing Party, or (ii) disclose the Disclosing Party's Confidential Information to any third party. It is understood that said Confidential Information is and will remain the sole property of the Disclosing Party.
- 13.5. Compelled Disclosure - The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by applicable law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by applicable law to disclose the Disclosing Party's Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.
- 13.6. The Receiving Party, his/her servants, agents, and employees shall not use, disseminate or distribute to any Person, firm or entity, incorporate, reproduce, modify, reverse engineer, decompile or network any Confidential Information, or any portion thereof, for any purpose, commercial, personal, or otherwise, except as expressly authorized in writing by the Manager then appointed by the Disclosing Party.
- 13.7. Upon completion of the Services, or termination of this Agreement, or at any time thereafter, the Receiving Party and his/her servants, agents, and employees shall promptly return to the Disclosing Party, or upon the request of the Disclosing Party shall destroy or delete, all such tangible and intangible Confidential Information, including, but not limited to, any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by the Receiving Party pursuant to his/her performance of the Services or otherwise belonging to the Disclosing Party.
- 13.8. The Receiving Party acknowledges that any breach of this Agreement and the use or disclosure of the Confidential Information in a manner inconsistent with this Agreement by

them shall cause irreparable injury to the Disclosing Party which the monetary damages shall not adequately compensate and therefore the Disclosing Party shall be entitled to seek injunctive relief or other appropriate equitable relief to prevent any breach or threatened breach of the Confidential Information by the Receiving Party.

14. NON-SOLICITATION

The Client shall not, directly or indirectly, engage in soliciting of the existing or potential Employees, Contractors, Agents, or Representatives of the Company for the term of the Agreement and for 2 years post the termination of the present Agreement, without the prior written consent of the Company.

15. NON-DISPARAGEMENT

Each of the Parties agrees and covenants that they shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the other party or its businesses, or any of its representatives, employees, agents, or staff.

16. NON-CIRCUMVENTION

The Client agrees that the Agents, employees or all third (3rd) parties introduced by the Company during the execution of this Agreement represent significant efforts and working relationships that are unique to, and part of, the Company's intellectual capital. Therefore, without the prior written consent of the Company, the Client agrees to refrain from conducting direct or indirect business dealings of any kind with any Agents, employees or all third (3rd) parties so introduced.

17. INDEMNIFICATION

Each Party shall hold harmless, and indemnify the other Party and its agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss arising out of or incurred or sustained by reason of or arising out of any breach or alleged breach of any of the warranties, representations or agreements herein made by them, or from any reliance upon any such warranties, representations or agreements or in connection with intentional, willful, wanton, reckless or negligent conduct regarding the obligations of the Parties under the present Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

18. LIMITED LIABILITY

CLIENT AGREES THAT THE COMPANY WILL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO THE CLIENT'S (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE SERVICES. IN PARTICULAR, THE COMPANY WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, CLIENT'S USE OR INABILITY TO USE THE SERVICES, OR RELIANCE UPON INFORMATION OBTAINED FROM OR, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EVEN IF THE COMPANY OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. TERMINATION

- 19.1. This Agreement shall be terminated in the following circumstances:
- a. **Failure to pay Service fees** – if the Client fails to pay the complete or partial fee to the Company, the Company shall have the right to discontinue the Services and deny its use to the Client, thereby terminating the Agreement immediately;
 - b. **Material Breach** – If either Party commits a material breach of any of the terms of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request, which was not remedied, the non-breaching Party may terminate this Agreement in writing and force the termination of the Agreement.
- 19.2. In the event of termination, any unpaid fees for Services rendered by the Company up to the date of termination shall be immediately due and payable. Such a fee shall be payable within 7 days from the date of termination.
- 19.3. Any deposit or prepaid fees paid by the Client to the Company shall not be refunded.

20. FORCE MAJEURE

For the purposes of this Section, "force majeure" means an event beyond the control of either Party, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable, and includes without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) and failure of energy sources. Except with regard to payments due to the Service Provider, neither Parties shall be liable for any failure to perform due to causes beyond their reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, act of State and other acts which may be due to unforeseen circumstances.

21. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in connection with this Agreement shall be first sought to be settled through Mediation. If the Parties fail to settle their differences through Mediation, then the Parties shall settle the dispute through binding arbitration in accordance with the Arizona Arbitration Rules and American Arbitration Association (AAA) rules. The Arbitration shall take place in _____ County, Arizona. Any award and/or determination by the arbitrator(s) shall be final. The Parties shall equally share the cost of Mediation and Arbitration proceedings, as applicable.

22. SEVERABILITY

If a court of competent jurisdiction adjudges, declares or decrees any portion of this Agreement void or unenforceable, such portion shall, automatically and without further act on the part of the parties hereto, be reduced in scope, territory or duration of time to such an extent that the court would hold the same to be enforceable in the circumstances before the court, or, if the court is unwilling to do so, shall be deemed void and severed therefrom.

23. NO WAIVER

The failure of either of the Parties hereto at any time to require strict performance of any of the terms and conditions hereof by the other Parties hereto, shall not be construed as a waiver or relinquishment of any such term or conditions, nor shall such failure be construed to waive, relinquish or diminish the former's right thereafter to demand strict compliance therewith or with any other provisions of this Agreement. The waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion, and no waiver hereunder shall be effective unless it is in writing and signed by the Party granting such waiver.

24. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, without reference to rules regarding conflicts of laws.

25. AMENDMENT

This Agreement shall only be amended or modified by an instrument in writing executed by all the parties.

26. COUNTERPARTS

This Agreement may be executed in counterparts, which taken together shall form one legal instrument. This Agreement, and any amendments hereto, to the extent signed and delivered using digital imaging or electronic mail or a facsimile machine, shall be considered to have the same binding legal effect as if it were the original signed version thereof.

27. NOTICES

Unless provided herein to the contrary, any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery, Electronic mail (email) or by certified mail, postage prepaid, or recognized overnight delivery services.

IF TO THE Didin Customer Service LLC DBA WeCare

1220 E. Henry St, Tempe,
Arizona 85281
E-mail: chris@messagewecare.com
Attn.: Christopher Booth

IF TO THE UTV Source, LLC

2500 Country Road 116,
Comanche, TX 76442-4176
E-mail: _____
Attn.: _____

28. ENTIRE AGREEMENT


This Agreement including the exhibit annexed hereto constitutes the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling.

[Signature page to follow]

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the day and year first above written.

**Didin Customer Service LLC
DBA WeCare**

UTV Source, LLC

DocuSigned by:

895AF1DAC8EF4DC...

Authorized Signatures

Authorized Signatures

Christopher Booth, CEO

Print Name and Title

Print Name and Title

Date: 3/28/2024

Date:

EXHIBIT A**SCOPE OF WORK**

COMPANY NAME	Didin Customer Service LLC <i>DBA</i> WeCare	CLIENT NAME	UTV Source, LLC
SERVICE	Customer Service Operations		
COMMENCEMENT DATE	4/1/2024	END DATE	N/A
DESCRIPTION OF THE SERVICES			
<p>A. Audit</p> <p>1. Full Customer Service Enhancement Review and Audit:</p> <ul style="list-style-type: none"> i. The Company will conduct a thorough assessment of the Client's customer service strategies from beginning to end. ii. The Company Team will thoroughly evaluate the Client's current support methods, processes, and performance in resolving customer inquiries, service channels, customer interaction approaches, and satisfaction metrics. iii. The Company will optimize the client's customer service strategy, identify new pathways for enhanced service delivery, and enhance the overall customer experience. <p>2. Customer Service Strategy Development and Installation:</p> <ul style="list-style-type: none"> i. The Company shall develop, using the Client's Customer Service Audit data, a comprehensive implementation strategy and systems including but not limited to Standard Operating Procedures database, QA tools, coaching systems, LMS and training, and parts and knowledge bases. 			
<p>B. System Implementation and Training</p> <p>1. Customer Service Chat, Email and Phone:</p> <ul style="list-style-type: none"> i. The Company will offer Customer Service Agents for chat, email, and inbound/outbound calls. ii. The Company shall assist in managing its online review and community presence on TrustPilot, BBB, Discord, and Reddit. 			

2. Training Systems, SOPs, Knowledge Base, QA & Coaching systems:

- i. The company will offer standardization of Standard Operating Procedures (SOPs), Parts and knowledge base, LMS and training systems, and QA & Coaching systems.
- ii. The company is responsible for managing and regularly updating these materials.

C. Team Support

1. 1x Domestic Account Manager and QA Coach:

- i. The company will offer an account manager, who will provide service team direction, consultation, and project management.
- ii. The account manager will be committed to understanding goals, addressing concerns, and optimizing the services provided to the Client no less than 15 hours a week.

2. Full-Time Remote Dedicated Support:

- i. The customer support representatives will provide full-time remote phone, chat, email and community support to the Client for 40 working hours per week.
- ii. One team lead per ten support agents will be provided.

SERVICE FEES	\$5,350 DUE AT SIGNING - APRIL 1ST
1. Workflow and systems implementations, SOP creation, parts and knowledge base , Training and LMS systems, QA & coaching systems, Strategy development and installation.	\$ 3500 ¹
2. Team Support, 1x Team Lead	\$ 1850 per month (\$ 1850 per Agent)

SERVICE FEES	\$4,350 RECURRING - START MAY 1ST
3. Team Support	\$ 1850 per month (\$ 1850 Agent)
4. Account Manager	\$2500 per month

¹ one-time fee