

ORDER FORM

Client: HelloHero	Contact: Samantha Stasolla
Address: 26 Hill Street, #115 Southampton, NY 11968	Phone: (212) 401-4835
	E-Mail: samantha.stasolla@hellohero.com
Services: Charm is a Go-To-Market Business Process Outsourcer (GTM BPO) company that will offer the sourcing and management of customer service and experience agents.	
Services Fees: \$2,000 per tier one agent per month and \$2350 per tier two agent per month, payable in advance, subject to the terms of Section 5 herein. Please refer to Section 5 for all terms related to payments and invoicing.	Initial Service Term: Month-To-Month
<p>Service Capacity: Services to be provided by Charm to HelloHero shall include:</p> <ul style="list-style-type: none"> ● Sourcing & Hiring Talent: Conducting applicant tracking, aptitude tests, and interviews to identify qualified customer service agents. ● Training & Knowledge Base Setup: Delivering an initial training program (including a one-week, four-hours-per-day schedule) and assisting in the creation/maintenance of a robust knowledge base. ● Ongoing Agent Management: Providing weekly coaching sessions, quality assurance oversight, scheduling, and HR/legal support as needed. ● Customer Inquiry Handling & General Operations: Managing customer interactions and operations across email, chat, and/or voice channels, ensuring timely and professional service in accordance with agreed-upon guidelines. 	

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of 4/7/2024 (the “Effective Date”), by and between Charm, *registered as Didin Customer Service, LLC. (hereinafter referred as “Charm”)* located at 1220 E. Henry St, Tempe, Arizona 85281, and HelloHero, (*hereinafter referred as “HelloHero”*) located at 26 Hill Street, #115 Southampton, NY 11968

Charm and HelloHero are sometimes collectively referred to herein as the “Parties” and may be individually referred to as a “Party”.

RECITALS

WHEREAS, Charm is a Go-To-Market Business Process Outsourcing (GTM BPO) company specializing in offering sales export, lead generation, and customer support services.

WHEREAS, HelloHero is a Family Developmental and Behavioral Health Organization that provides a range of therapy, counseling, and medication management services catering to children, teens, and adults.

WHEREAS, The Parties wish to enter into this Agreement for the purpose of governing various services to be provided by Charm to HelloHero, which shall include Charm offering comprehensive customer service and customer experience management on behalf of HelloHero, encompassing agent recruitment, training, coaching, scheduling, HR, legal, pay, and oversight of all relevant communication channels.

WHEREAS, HelloHero desires to engage Charm to provide the services described herein, and Charm 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:

1. **Services:** The services to be provided by Charm include managing all aspects of customer service staffing and training for HelloHero. This encompasses recruiting, onboarding, training, scheduling, and ongoing management of customer service agents who will handle inbound inquiries and support across email, chat, and voice channels. As used herein, the term “Customer” refers to any individual or entity who interacts with HelloHero’s customer service operations. In the event that the services involve access to or handling of Protected Health Information (“PHI”), Charm shall adhere to HIPAA standards by implementing appropriate administrative, physical, and technical safeguards, ensuring all personnel receive proper HIPAA training, and using PHI solely for purposes consistent with this Agreement. Charm shall perform the services in a timely and workmanlike manner and will provide these services directly. The Parties shall work in good faith using commercially reasonable efforts to achieve all deadlines, goals, estimates, and costs set forth in this Agreement. Should HelloHero desire 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 such work, and Charm reserves the right to charge all reasonable costs associated with the change. Any revisions will be made in writing and acknowledged by both Parties.

1.1 Services: Charm shall be responsible for the comprehensive management and support of customer service agents, including the following:

- a. Initial Training: Each agent shall complete a one-week training program, conducted for four hours per day by a designated trainer or account manager, to ensure they are fully prepared to meet Client service standards.

- b. Coaching Sessions: Agents shall receive two (2) weekly 30-minute coaching sessions, provided by the account manager or team leader, aimed at optimizing performance and addressing any skill gaps.
- c. Quality Assurance and Oversight: The account manager or quality assurance agent shall continuously monitor agent performance through established metrics (including but not limited to velocity, volume, and satisfaction metrics), provide regular quality assurance reports, and administer HR support as necessary.
- d. Knowledge Base Setup and Management: Charm will assist in the development, implementation, and ongoing management of the Client's knowledge base to support agent performance and ensure consistency in service delivery.
- e. Hiring and Talent Acquisition: Charm shall manage the entire hiring process, including applicant tracking, administration of aptitude tests, and candidate evaluations. If requested by the Client, final interviews for top candidates may be conducted by Client representatives.
- f. HR and Legal Support: Charm shall provide necessary HR and legal support to address any agent-related matters in accordance with applicable laws and Client policies. All HR policies will default to Charm's best practices unless mutually agreed otherwise with the Client.
- g. Overall Management: Charm will manage scheduling and performance tracking through the account manager, who shall also implement corrective actions to maintain service standards.
- h. Flex Agents: For a monthly fee of \$1,000 plus \$2.50 per ticket resolution, subject to the terms of Section 5 herein, Charm shall offer flex agents who are specifically trained to handle written channel inquiries on behalf of HelloHero. These agents will be subject to continuous performance monitoring by the account manager using established metrics—including but not limited to velocity, volume, and satisfaction scores—with any necessary corrective actions implemented to maintain service standards. Additionally, Charm will extend HR and legal support to address any agent-related matters in accordance with applicable laws and Client policies, ensuring consistency and quality in service delivery.
- i. Specialized Personnel: If personnel with specialized skills are required outside the scope of this Agreement and the roles described in the original job descriptions submitted, the Parties agree to execute a written addendum outlining any changes in scope, fees, or expectations prior to onboarding such personnel.

2. **Charm's Representations and Warranties.** Charm 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 Charm and has all power and authority to bind Charm to this Agreement;
- b. Entering into and performance of this Agreement by Charm does not violate, conflict with, or result in a material default under any other contract or agreement to which Charm is a party, or by which it is bound;
- c. The sources of Charm and its Partners (defined below), if any, by which Leads 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. **HelloHero Responsibilities:** HelloHero 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 HelloHero does not violate, conflict with, or result in a material default under any other contract or agreement to which HelloHero is a party, or by which it is bound; and
- c) HelloHero has diligently undertaken all requisite measures to ascertain that the addresses furnished are serviceable, currently occupied, and maintain active occupancy.

4. **Term and Termination:**

- a) HelloHero may terminate this Agreement at any time, without penalty, upon providing at least thirty (30) days' prior written notice.
- b) In recognition of the operational dependency this partnership creates, Charm may terminate this Agreement only upon providing at least one hundred twenty (120) days' prior written notice.
- c) This Agreement shall be effective as of the Effective Date and shall continue on a month-to-month basis until expressly terminated or modified by either Party.
- d) **Effect of Termination.** In the event that HelloHero terminates this Agreement for cause due to a material breach by Charm, HelloHero 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.

5. **Payment and Invoicing:** The compensation for services rendered under this contract, and as outlined in the Order Form, shall amount to \$2,000 per tier one agent per month and \$2350 per tier two agent per month.

- a) The monthly fee is to be paid within 30 days of receiving the invoice from Charm. 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 monthly fee, for the first month only, will be paid within 7 days of executing this agreement.
- c) Upon signing this contract there is a \$1000 one-time hiring initiation fee, due within 7 days of executing this agreement.
- d) The price per agent will increase 5% every 12 months from the date that agent was hired.

6. **Confidentiality:** The parties mutually acknowledge that Charm retains full access to any data provided by HelloHero. However, HelloHero shall be granted unrestricted access and the ability to visualize and export all data at their discretion, as and when desired.

7. 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 HelloHero, 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; or (v) 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.

8. **Non-Compete Clause:** Charm agrees that it shall not, directly or indirectly, utilize the any information provided by HelloHero for the benefit of any competing companies, entities, or ventures. Charm shall refrain from engaging any of the information, provided by HelloHero, that could result in a conflict of interest with HelloHero's business interests or undermine HelloHero'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.

9. **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.

10. **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.

11. **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.

12. 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.

13. Independent Contractors:

Charm and all personnel engaged by Charm to perform services under this Agreement shall be deemed independent contractors and not employees of HelloHero. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between HelloHero and Charm, or between HelloHero and any individual hired by Charm. Charm shall be solely responsible for all obligations related to its independent contractors, including taxes, insurance, and benefits, and all HR policies applicable to such personnel shall default to Charm's best practices unless otherwise mutually agreed upon with HelloHero.

14. 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.

Charm:

HelloHero:

Signed by:
By: Christopher Booth
895AF1DAC8EF4DC

Signed by:
By: Samantha Stasolla
D38EB8B2EA1F46F

Name: Christopher Booth

Name: Samantha Stasolla

Title: CEO & Founder

Title: Director of Operations

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Tempe, Arizona
85288 USA

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New Bern, NC 28562