# Services Agreement.

Sales Schema and Client may each be referred to herein individually as a Party and collectively as the Parties.

WHEREAS, Sales Schema provides sales consulting services that help third parties generate opportunities with ideal Prospects (defined below); and

WHEREAS, Client seeks to hire Sales Schema to provide consulting services.

NOW THEREFORE, the Parties agree as follows:

### **1. Targeted Outreach and Appointment-Setting.**

**A. Email outreach.** Sales Schema will conduct email outreach to Client's prospects and relevant third parties ("Prospects") for the purpose of initiating business conversations between Client and Prospects. Prospects will be defined and identified based on parameters mutually agreed upon by the Parties using commercially reasonable standards, which may include industry, vertical, job title, and company size.

**B. Alternate domain and email accounts.** Client hereby authorizes Sales Schema to send emails on Client’s behalf for the purpose of advancing the goals of this Agreement. To send emails on Client's behalf, Client acknowledges that Sales Schema may register alternate or 'vanity' email addresses representing Client's domain and Client hereby authorizes Sales Schema to do the same for the purpose of advancing the goals of this Agreement.

**C. Warm prospect database development.** Sales Schema will create a database of "warm" Prospects, defined as those Prospects who have responded positively to Client's offer over email, phone, and other media. The goal of this database will be to help Client track warm Prospects, close new business, inform Client's internal marketing initiatives, and provide helpful market intelligence. Sales Schema shall provide this database to Client by way of a report updated approximately every week.

**D. KPIs**. Sales Schema will conduct outreach with Prospects with the goal of establishing at least twenty (20) calls with Prospects per month, or another mutually-defined Key Performance Indicator (KPI). This KPI shall not constitute a guarantee.

### **2. Client Responsibilities.**

**A. Providing Information to Sales Schema**. Client acknowledges that Sales Schema shall need certain information about Client’s sales and marketing and hereby agrees to provide Sales Schema with any such reasonably requested data and assets in a timely manner. This information shall include relevant details on Client's services and value proposition, sales collateral such as case studies, and feedback and notes on the meetings and conversations Client conducts with Sales Schema-sourced prospects. Client acknowledges that failure to provide such information may prevent Sales Schema from providing timely and effective services under this Agreement.

**B. LinkedIn Access.** As described above, Client agrees to provide login access to Client’s LinkedIn account(s) and, if relevant, Client’s LinkedIn Sales Navigator account(s), as is reasonably requested by Sales Schema to perform the services described in this Agreement. Client hereby acknowledges that if Client does not install a Premium Sales Navigator LinkedIn account, Sales Schema’s ability to perform under this Agreement will be limited. Client hereby agrees that any limitation caused by Client’s failure to install a Premium Sales Navigator LinkedIn account shall not be a breach of this Agreement. Client further acknowledges that Sales Schema is unable to maintain this software account outside of Client’s individual LinkedIn profile.

**C. Initial Setup Calls.** Client agrees to attend initial setup call(s) and provide feedback as reasonably requested by Sales Schema to facilitate the targeted outreach contemplated by Article 1 above.

**D. Revise LinkedIn Account(s).**  Client hereby agrees to make any reasonably requested changes to any of Client’s LinkedIn profiles that cannot be done by Sales Schema as quickly as is reasonable after receiving such a request from Sales Schema.

**E. Non-Interference.** As determined by agreed strategy, Client hereby agrees to minimize its LinkedIn activity during the agreed delivery schedule time slots and acknowledges that activity not controlled or anticipated by Sales Schema may impede Sales Schema’s ability to reach the goals set forth in this Agreement.

**F. Provision of Feedback.** Client hereby agrees to attend reasonably scheduled performance review meetings and provide feedback with respect to Sales Schema’s performance under this Agreement.

**G. Authorization to Represent**. Client hereby acknowledges that Sales Schema cannot provide the services described in Articles 1 and 2 above without representing specific members of Client’s organization, and Client hereby authorizes Sales Schema to represent specific member(s) of its organization, to be agreed upon by the Parties, in email, phone, and social media communications for the purpose of sales prospecting and initiating relevant business conversations consistent with the terms of this Agreement. Client acknowledges that Sales Schema will not be responsible for conducting real-time sales or business development conversations with Prospects or otherwise on Client’s behalf.

### **3. Payment and Term.**

**A. Initial Term.**  Client agrees to purchase service(s) on a prepaid recurring subscription for an Initial Term of four (4) months from the Effective Date of this Agreement. Client hereby agrees to be charged for each month during the Initial Term on a recurring monthly basis, prior to each month of service.

**B. Payment Method.** Client shall maintain a current credit card or automatic ACH on file with Sales Schema. Payment shall be made via credit card (preferable) or automatic ACH in accordance with the terms of this Agreement.

**C. Number of Subscribers.**  Client agrees and acknowledges that the fees charged by Sales Schema for the services described herein are based on the number of subscribers and Client agrees to provide the actual number of subscribers utilizing Sales Schema’s services as described herein. Client acknowledges and agrees that the number of subscribers may not be changed during the Initial Term of this Agreement. As of the Effective Date of this Agreement, Client’s number of subscribers is 1.

**D. Payment.**  The subscription fee for Sales Schema’s services as described herein for the number of subscribers recited above is $6,390.00 per month for the Initial Term. After the Initial Term, the subscription shall continue on a month-to-month basis at the same rate for the same number of subscribers unless either Party terminates or modifies the Agreement. Sales Schema agrees to maintain this subscription rate for the Initial Term but reserves the right to alter rate after completion of this period.

### **4. Commissions.**

Where the annual revenue of Client's contracted business with a Business is equal or greater to $200,000, Sales Schema shall be entitled to receive a commission on Client sales of its Services to Businesses that were introduced to the Client by Sales Schema during the Term (or any extension of the Term). Commission amount and structure shall be as described in Exhibit A attached hereto.

### **5. Termination**

**A. Sales Schema’s Right to Terminate.**  Sales Schema may terminate this Agreement at any time for any reason as determined in its sole discretion by providing written notice (email suffices) of its intent to terminate this Agreement to Client. If Sales Schema provides Client with a written notice of its intent to terminate this Agreement, Sales Schema shall complete the remainder of the current month of service.

**B. Client’s Right to Terminate.** Client may terminate this Agreement by written notification (email suffices) to Sales Schema at least fourteen (14) days before the next billing date. If Client wishes to terminate before completion of the Initial Term, Client agrees to pay to Sales Schema a one-time early termination fee equal to the total subscription fee as stated in Article 4.D for four (4) months of service minus the total value of previously-submitted payments but not counting any setup or Blueprint fees. If Client has paid the total subscription fee as stated in Article 4.D for four(4)or more months, no termination fee will apply.

### **6. Miscellaneous**

**A. Choice of Law.** To the extent permitted by law, the provisions of this Agreement shall govern over all provisions of the laws of the State of New York. Otherwise this Agreement, and any dispute arising out of this Agreement or from the relationship between the Parties to this Agreement, shall be governed by and interpreted in accordance with the laws of the State of New York without regard to or application of choice of law rules of principles.

**B. Notice.**  Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, or (c) by email, and such notices shall be addressed as follows:

To Sales Schema:

Sales Schema, LLC   
438A Lexington Ave.  
Brooklyn, New York 11221   
accounts@salesschema.com

Client contact details will be provided separately.

Or to such other address as either Party may from time to time specify in writing to the other party.

**C. No Oral Modification.** This Agreement may not be supplemented, amended, or modified except through a written agreement signed by all Parties.

**D. Entire Agreement.**  This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements, oral and written, of any nature whatsoever. In making this Agreement the Parties acknowledge that they are not relying upon any statements or representations made prior to or contemporaneous with the execution of this Agreement.

**E. Severability of Agreement.**  If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

**F. Time of the Essence.**  Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**G. Survival.** Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the Parties to be a part of this Agreement, shall survive for two (2) years after the Effective Date of this Agreement.

**H. Ambiguities.** Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

**I. No Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor

**J. Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

**K. Necessary Acts, Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**L. Execution.**  This Agreement may be executed in duplicate counterparts and by facsimile and each duplicate shall be considered an original.

**M. Consent to Jurisdiction and Forum Selection.**  The Parties agree that the state and federal courts located in Kings County in New York shall have exclusive jurisdiction over any dispute arising out of this Agreement or the transactions or services contemplated herein. Each Party hereby consents to personal jurisdiction in Kings County for any such claims and waives any objection to such venue, including but not limited to objections based on forum non conveniens.

**N. Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**O. Force Majeure.**  No Party shall be liable for any failure to perform itsobligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party’sreasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party’s financial condition or negligence).

**P. No Assignment.** Neither Party shall voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, “Assignment’), without the other Party’s prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.

Q. Indemnification.

Sales Schema will indemnify, defend, and hold harmless Client from any claims, costs, and expenses arising from Sales Scema's access to Client's LinkedIn accounts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of signature. Agreement will commence at sign-off of this agreement (digital signature suffices) by Client, or from start of service, whichever comes first (the “Effective Date”).

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| **Sales Schema, LLC**    Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative Signature | **Client**    Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative Signature |

**EXHIBIT A – COMMISSION AGREEMENT**

This Exhibit A describes the commission agreement between Sales Schema (hereinafter referred to as “COMPANY”) and

1. **Referral Information:**

Name of Company Being Referred: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Name (if different): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division or Group of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_

Key Customer Contacts/Ultimate Decision-Makers:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Details Concerning the Prospective Customer, Current Opportunity, Timeframe, Requirements:**

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1. **List Services Being Referred to Customer**

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1. **Expected Involvement of COMPANY** (Describe agreed upon role/involvement e.g., onsite meetings, no involvement beyond providing referral information, etc.)

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| **Company** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Accepted by:

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| **Inc.** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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