



Service Agreement

This Service Agreement ("Agreement") is made and entered into as of 9/19/2024, by and between Nedialo LLC, a Missouri Limited Liability Company ("Service Provider"), and Shawn Swearingen ("Client").

1. Services Provided

The Service Provider agrees to supply professional calling services ("Services") to the Client. This includes the recruitment, training, and management of qualified personnel ("Callers") who will perform tasks such as [specify tasks, e.g., outbound/inbound calling, customer support] on behalf of the Client.

2. Quality Management

The Service Provider will monitor the quality of the calls made by the Callers to ensure that all services meet the standards agreed upon herein. Regular reports will be provided to the Client, detailing performance metrics and quality outcomes.

3. Replacement of Personnel

In the event of Caller unavailability or underperformance, the Service Provider agrees to provide timely replacements to ensure that the Services remain uninterrupted and maintain the quality standards specified in this Agreement.

4. Fees and Payment

The Client shall pay the Service Provider fees as detailed in Exhibit A attached

5. Confidentiality and Data Protection:

- a. The Service Provider agrees to keep confidential all proprietary information and data provided by the Client indefinitely, without any time limit on such confidentiality obligations.



b. The Service Provider will not disclose any such confidential information to any third parties without the prior written consent of the Client.

c. Upon termination of this Agreement, for any reason, the Service Provider shall immediately cease the use of such confidential information and will ensure that all data provided by the Client is deleted from all of the Service Provider's systems and records, and that no copies are retained in any form.

b. The Service Provider will implement suitable data protection measures to safeguard the Client's data against unauthorized access, use, alteration, or destruction.

6. Term and Termination

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party upon 10 days written notice to the other party.

7. Limitation of Liability

In no event will either party be liable for any indirect, incidental, special, or consequential damages arising out of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Exhibit A: Services and Fee Schedule

1. Services Description:

- **Scope of Services:** Nedialo LLC will provide outbound calling services. These services will primarily involve outbound sales efforts, lead generation, and other client-specified calling tasks. Including 40 hours of cold calling per week and 20 hours of Data Management per week
- **Tasks and Responsibilities:** Callers will manage outbound calls, track leads, and ensure follow-up on potential sales opportunities.



2. Hours of Operation:

- Services will be provided during U.S. business hours, up to 8:00 PM local time of the calling location, ensuring compliance with quiet hours regulations.

3. Performance Metrics:

- **Dials:** Total number of calls made by each caller.
- **Connected Calls:** Number of calls that successfully connect to a person.
- **Calls Over 3 Minutes:** Number of connected calls that last longer than 3 minutes.
- **Leads Generated:** Total leads generated from the calling activities.
- **Leads Converted:** Number of leads successfully converted into sales or the desired outcome by the callers.

4. Pricing and Fee Structure:

Service Package: The Launchpad Package

Services Included: (Launchpad Package)

Cold Calling: 40 hours per week

Billing Rate: weekly

A total of \$1600 is paid upfront for the Launchpad Package.

Additional Callers:

Additional callers can be added at a rate of \$10 per hour with the option of either 20 hours per week or 40 hours per week.

Additional Data:

For any additional data required, a direct quotation will be obtained from data vendors. The client will be provided with the best and lowest cost invoice available, which will be billed separately.

Billing Cycle:

The client will be billed on a weekly basis, with invoices sent at the end of each week.

Payment Terms:

Any changes to the service package, hours, or rates must be agreed upon in writing by both parties and may effect the billing rate.

All payments made for services provided by Nedialo LLC are non-refundable. Once payment is made, the client agrees that no refunds will be issued under any circumstances, including but not limited to the cancellation or termination of the service agreement.



5. Reporting and Communication:

- **Reporting Frequency:** Daily performance reports will be delivered to the Client, detailing metrics such as dials, connected calls, duration, leads generated, and conversion rates.
- **Report Format:** Reports will be provided in electronic format via email or a client portal.

6. Replacement and Continuity Procedures:

- **Medical or Other Absences:** In case a caller is unavailable due to medical reasons or other issues resolvable within 3 days, a replacement caller will be provided. All replacements must be approved by the Client. This period is not billed nor paid for by the client.
- **Underperformance:** Our quality assurance team will monitor performance and take necessary actions to address any underperformance. Replacement callers can be added to the campaign instantly after Client approval.

7. Data and Lead Generation:

1. Data Acquisition and Sources:

- The client will receive a list pulled from the county records once they are uploaded. This list will include properties or individuals of interest, based on the criteria set by the client.

2. Lead Generation Process:

- Databases such as BatchLeads will be utilized to pull lists based on multiple filters and motivations specified by the client. These filters may include factors like property type, ownership status, or other criteria indicating potential interest or urgency.

3. Phone Number Appending and Skip Tracing:

- After obtaining the initial lists, skip tracing will be performed to append phone numbers to the contacts. This process involves using various data sources



IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the day and year first above written.

Nedialo LLC

Malak Medhat
10/28/2024

By: _____

Name: Malak Medhat

Title: Head of Sales

Name: Shawn Swearingen

By: _____