

Finders/Keepers

Sales & Lead generation Estimate for MWK Tech

26th July 2019

Finders/Keepers

**Finder/Keepers is a sales & lead generation agency.
We help tech and design teams keep a consistent flow of qualified leads.**

We believe sales is a numbers game.

**This means the more people you
connect with, the more projects you're
going to close.**

**Collecting, qualifying and messaging
leads is a tedious process that requires
time and resources.**

We'll cover that so you won't have to.

With a team of sales reps, business developers and copywriters, we look for leads, based on your target audience, collect their contact details and message them on your behalf.

Once we receive a response from an interested lead, we pass it on to you so you can book a meeting and work your magic - to land the project.

Prepared for

Ying Mei Lum
yingmei.lum@mahwengkwai.com
+60 12-230 0342

MahWengKwai & Associates
Level 10-1, Tower B, Menara Prima,
Jalan PJU 1/39, Dataran Prima
47301 Petaling Jaya, Selangor
www.mahwengkwai.com

Prepared by

Finders/Keepers
65 Vassil Levski, 1142
Sofia, Bulgaria
finderskeepers.cc

Finders/Keepers

Rumen Manev
Director & Business Lead
rumen@finderskeepers.cc
+359 883 358 835

/ Scope of Work

The project scope consists of collecting contact details of prospects, based on the MWK Tech's target customer. The target customer may be subject to change and this will be communicated at regularly scheduled bi-weekly client reviews.

This agile approach is to ensure quality deliverables at every milestone while being adaptive to business objectives and user needs.

You may choose to increase or decrease the number of leads per month. This is done with a written confirmation from you 2 weeks prior to the start of the next monthly lead generation period.

All information about collected leads, sent emails, data on lead response and performance analysis will be shared with MWK Tech in a Google Sheet dashboard file, which will be regularly updated by us.

Our team can also assist in the creation of an outreach message for each stage of the emailing campaigns (initial outreach + subsequent follow-ups).

To ensure that we are able to meet the quality of incoming leads and efficiency of sales emails, there will be regularly scheduled reviews, work sessions and meetings and MWK Tech must be committed to participate in such reviews, work sessions and meetings.

Prompt communication between MWK Tech and Finders/Keepers will help in getting the project objectives delivered on time.

/ Price plans



Additionally to the monthly subscription fees, we'll charge a one-time **7% success rate** for closed project.

*The number of sent emails depends on the lead response. When a lead doesn't respond, we do up to 3 follow-ups to ensure the lead has received and read the email.

Terms of work

1. The Project.

MWK Tech (_____) ("you", "your") hereby contracts Finder/Keepers (Nordkins Ltd, 205456732) ("us", "we") to perform the following services (the "Project") in accordance with the terms and conditions set forth in this Agreement.

Each party shall be individually referred to as a "Party", and both parties shall be collectively referred to as the "Parties".

2. The Agreement.

These Terms of Work together with the Project Proposal and all schedules (if any) constitutes the entire agreement ("Agreement") between you and us with respect to matters dealt within it, and may not be amended or varied except in writing signed by both Parties.

This Agreement commences on **TBD** ("Effective Date"), and ends when both Parties have duly completed all their obligations hereunder this Agreement. This Agreement supersedes all or any prior oral or written understanding, representations or commitments of any kind expressed or implied.

3. Our Responsibilities.

3.1 We will work with you to ensure delivery of works to the best of our ability and within the stated timelines. We will provide full quality control of the collected contacts and help to review all sales and marketing copy including (depending on agreed scope) emails and outreach messages, in accordance with the Agreement. We shall provide you with updates on the project at such intervals and in such form as you may from time to time reasonably require.

4. Your Responsibilities.

4.1 Timelines. All timelines stated in this Agreement are estimated, they may vary as the Project progresses, and you agree that time is not of the essence. In addition, delivery timelines are also subject to material, copy, answered queries and approval instructions being promptly given by you.

4.2 Client Materials. All text, photos and any other material ("Client Materials") provided by you for usage in the Project are assumed to be cleared of all copyright restrictions. We will not verify the truth, authenticity, ownership or accuracy of the Client Materials, and you therefore warrant that such Client materials are (i) rightfully owned or licensed to you and you have the right to provide them to us for use in the Project; and (ii) not misleading, misrepresentative or inaccurate in any aspect. Accordingly, you agree to indemnify us (including attorney's fees on a client-solicitor basis) against any and all claims (including but not limited to claims of misrepresentation and intellectual property infringement) by third parties against us where such claims arise as a result of your use of any of the Client Materials for the Project.

4.3 Approval. It is your responsibility to check and approve all contact details, sales and marketing copy, and any other materials that we may make available to you. We will not be responsible for errors not noted by you on data and drafts submitted to you for approval.

5. Warranties.

We warrant that we shall diligently carry out the Project in a professional manner in accordance with applicable industry standards. All other warranties, express or implied, are disclaimed. In addition, we expressly exclude and disclaim any warranty of merchantability and any warranties of fitness for a particular purpose, application or use, any warranty arising by statute or otherwise in law or from a course of dealing or use of trade, whether expressed or implied, even if we have been advised of such use. Without limiting the generality of clause 12 below, under no circumstances will we be liable to you or any other entity or person for any loss, damage or expense of any kind howsoever caused by the Project (or any part thereof, or any deliverable) or any use of the Project.

6. Deliverables.

6.1 You understand that deliverables may not be exactly as per the concept that you had in mind, and you agree that any minor deviations (whether as a result of differences in opinions, individual perspective, perception or otherwise) are acceptable. Should both Parties agree that the final deliverable is substantially non-conforming or substantively not in compliance with the Project Proposal, you agree that we shall have the opportunity to remedy such non-conformance or non-compliance, and you shall accept our re-performance or re-delivery if it is substantively in compliance with the Project Proposal.

Terms of work

6.2 Upon our delivery (or re-delivery) of any Project deliverables pursuant to clause 6.1, you shall check and raise any objections or issues with us within seven (7) days, failing which you shall be deemed to have accepted the deliverable(s).

7A. Fees.

Payment terms. Upon your acceptance of this Agreement, the first monthly fee must be received by us before the commencement date of the project. Each succeeding monthly fee must also be paid and received by us in advance before the start date of each monthly period. Failure to make advance payment for each month as per the foregoing may result in delays and therefore the completion of the Project may not take place as per the estimated timeline stated in Timelines & Deliverables, and Finders/Keepers shall be in no manner whatsoever responsible for such delays in completion.

Invoice will be issued to you seven (7) working days prior to the start date of each monthly period. In the event that your Project entails further balance payments after the completion of each month, we will also invoice you accordingly after the end date of each month.

Expenses. Any expenses will be paid by you but in no event shall we expense anything without prior authorisation from you.

Subcontractors. We may from time to time arrange for the services of others. All costs to the consultant(s) for those services will be paid by you but in no event shall we employ others without prior authorisation from you.

Invoices & payments. All invoices are payable within 14 days from the date of the invoice, failing which, we may charge you interest at a rate of 3% for each month past the due date, or at the highest interest rate permitted by law, whichever is the lower.

7B. Indemnification.

You agree to full indemnify and reimburse us for all costs incurred (including but not limited to legal costs on a solicitor-client basis) in the event that we are required to take any action in order to enforce our rights under this Agreement, including but not limited to issuing letters of demand and commencing legal actions to claim for unpaid sums due from you.

8. Confidentiality.

8.1 Each Party agrees to make every effort to safeguard all confidential information of the other Party exchanged in the course of the Project, such confidential information to include but is not limited to the details of this Agreement and other non-public information of a Party such as its financial information, marketing plans and strategies.

Neither Party will make public any of the aforesaid information without prior permission from the other Party for a period of two (2) years from the Effective Date of this Agreement.

8.2 Referring to you and the services. We may wish to refer to you and the services we have performed for you when marketing our services, and you agree that the aforesaid information does not constitute confidential information. Accordingly, you agree that we may do as the foregoing subject to non-disclosure of your confidential information.

10. Termination.

Either Party may terminate this Agreement at any time and for any reason by providing seven (14) days prior written notice to the other Party. Should the Project or phase(s) of the Project be terminated by either Party, you agree to pay all outstanding fees, costs and disbursements incurred for work completed up to the point of termination. This includes any external or third party fees, costs and material costs incurred.

11. Dispute Resolution.

Parties agree to use their best endeavours to attempt to resolve any dispute by negotiation between the Parties. If the dispute is not resolved after 30 days of good faith negotiations, either Party may start mediation, binding arbitration and/or legal action in Bulgaria. Accordingly, both Parties agree that this Agreement shall be governed by the laws of Bulgaria, Bulgaria shall be the forum for any mediation and/or arbitration, and both Parties shall also submit to the exclusive jurisdiction of the Courts of Bulgaria.

Terms of work

12. Limitation of Liability.

To the extent permitted by law, we exclude all liability to you, whether in contract, tort, statute or otherwise, arising from or in connection with our services, the Project, any deliverables, this Agreement and its performance. If such liability cannot be excluded, our total liability to you (and to any other person or entity) will not exceed the fees stipulated in the Proposal as payable by you to us (excluding any fees payable to third parties). In no event will we be liable for any indirect, incidental, special or consequential loss or damages, including any loss or damage arising from interruption of business, lost revenue or profits, loss of reputation or loss of opportunities howsoever arising from our services, the Project, any deliverables, this Agreement or its performance.

13. General Terms.

13.1 We will not be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including but not limited to your acts or omissions, your failure to cooperate, or your delay in providing any Client Materials, the occurrence of fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order, or any other requirement of any government authority (each an event of "Force Majeure"). In the event that we are delayed or impeded by an event of Force Majeure, then, providing we shall as soon as is reasonably practicable notify you in writing of such delay or impediment, you shall grant to us in writing such extension of time as may be reasonable and the estimated delivery date(s) as set out in the Project Proposal shall be amended accordingly.

13.2 All written notices sent from one Party to the other must be to the address as stated in the Project Proposal, and the sending Party must be able to prove such valid sending if required by the other Party.

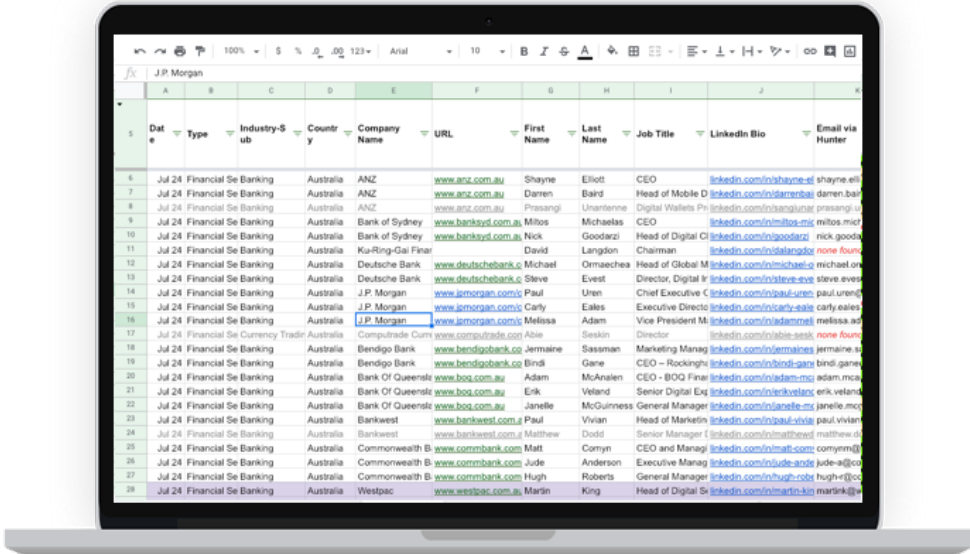
13.3 If any term of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement is not affected. No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it.

13.4 Nothing in this Agreement creates an agency, partnership or joint-venture relationship between the Parties, and neither Party has the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

13.5 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

We're excited to work together to bring you more leads and more projects!

Your signature below lets us start work. If you're happy about this proposal, we look forward to getting a signed copy of this contract!



Chosen price plan

Your signature

Name & title

Business license number, country

Date

Finder/Keepers signature

Rumen Manev, CEO

Name & title

205456732, Bulgaria

Business license number, country

26th July 2019

Date