



Date: 10/27/2020

Company: HiveLead Marketing

Address:

Phone: 817-349-7706

Email: jared@hiveleadmarketing.com

Contact Name: Jared Berryman

Title: Founder

AGREEMENT FOR SERVICES:

Service Provider agrees to provide the following services for the above stated business:

SERVICE DESCRIPTION	TOTAL	
Calling Agents (1) (This is a monthly charge)	\$	1920
Software Dailer	\$	included
Set up and Training	\$	750
	\$	2670
TOTAL DUE UPON RECEIPT		\$ 2670

Method of payment: Check Card (3% Credit Card Processing Fee will be applied)

Notes:

ACKNOWLEDGEMENT:

Before I sign this agreement, I acknowledge that I have read, understood and agree to be bound by these Terms.

Service Provider warrants its services will be performed in accordance with all applicable laws. Service Provider agrees to preserve the confidentiality, integrity and accessibility of Client data.

Client agrees and warrants that in using the services and otherwise conducting its business, Client will provide accurate and up-to-date information which Client is legally allowed to possess and use, and will comply with all applicable laws and regulations, including without limitation the FCC’s Telephone Consumer Protection Act, the FTC’s Telemarketing Sales Rule, the CANSPAM Act, data privacy laws, and all other applicable laws, regulations and industry best practices. Client also warrants that it has any required “express written consent” to contact the numbers provided/purchased, and that such consent is well documented and in the possession of Client. Client agrees to use the Services in full compliance with all laws and understands that Service Provider is not managing compliance for Client. Client may not use this Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce.

Client assumes complete responsibility for any Approved Communications sent by Service Provider on behalf of Client including any violations that arise, holding Service Provider and its Agents and Representatives harmless. Client agrees to defend, indemnify and hold harmless, including by paying reasonable costs and attorney fees, Services Provider, along with its owners, officers, managers, employees, contractors, affiliates and agents, from and against any claim, suit, investigation, fine, cost or expense related, directly or indirectly to Client’s use of the Services or any actual or alleged breach of these terms, or of any law or regulation.

Client agrees that any claim or suit between the parties shall be brought and heard only under Nevada law and in the courts of the State of Nevada, and the State and Federal courts in Clark County, Nevada shall have exclusive jurisdiction over the same and that venue shall be appropriate in the same. In any such proceeding, if Service Provider substantial prevails, Client shall pay all costs, expenses and reasonable attorney fees of Service Provider within 30 days of Service Provider’s written demand for such reimbursement.

Payment is due prior to your campaign. Service Provider reserves the right to not run scheduled services until payment is received. Accounts not paid within 15 days of the date of the invoice, or within 15 days of a scheduled payment, are subject to losing any applied discounts and becoming due in full immediately. Service Provider further reserves the right to enforce a 10% annual interest on the full amount due until fees are paid.

Authorizing Signature:

Title: Founder of Hivelead

Print: Jared Berryman

Date: 11 / 03 / 2020

NON-SOLICITATION AND NON-CIRCUMVENTION

During the term of this Agreement and for a period of twelve (12) months after the expiration or termination of this Agreement, without the Service Provider's prior written consent, the Client and its Representatives shall not contact or solicit an Agent of the Service Provider for the purpose of hiring them, solicit the business of any Agent, employee or licensee of the Service Provider or outside of the ordinary course of business, directly or indirectly contact or participate in communications with any Agents, employees, companies, entities or persons (including each of their affiliates, parents or subsidiaries).

If the Client, or any of Client's subsidiaries, directly or indirectly engages the services of an Agent through a source other than the Service Provider during the term of this agreement or for 12 months after the date that such Agent is first introduced to Client, then Client agrees to pay Service Provider \$10,000 for each such Agent.

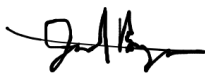
NON-DISCLOSURE AND NON-USE

Client will not disclose or use the business documents, sales scripts, methods, or any provided materials of the Service Provider, except as is expressly authorized by Service Provider. Each Client may disclose the business documents, sales scripts, methods, or any provided materials of Service Provider to its own employees; provided, however, that such employees are advised of the confidentiality and non-use obligations hereunder and are legally obligated by written agreement or otherwise to maintain the confidentiality and non-use of business documents, sales scripts, methods, or any provided materials. In no event will a Client disclose business documents, sales scripts, methods, or any provided materials to third parties.

NON-COMPETE

During the term of this agreement and for 12 months thereafter, Client shall not, directly or indirectly, whether alone or in concert with others (1) engage in any Competing Business Purpose anywhere in North America or in any other territory where Service Provider or its subsidiaries conducts its business; (2) Solicit or divert away or attempt to solicit or divert away any customer served or solicited by Service Provider in an effort to provide services or products to such customer which compete with those provided by the Service Provider; or (3) encourage, induce, attempt to induce, solicit, or attempt to solicit any of the Service Provider's Employees or Agents to terminate his or her employment with Service Provider.

I acknowledge that I have read, understood and agree to be bound by these Terms.

Authorizing Signature: 

Title: Founder of Hivelead

Print: *Jared Berryman*

Date: 11 / 03 / 2020