

SERVICES AGREEMENT

This Service Agreement (“Agreement”) is between **DCFall95 LLC dba Bongoze**, a Delaware limited liability company with offices at 3250 NE 1st Ave, Ste 305 Miami, FL 33137 (“DCFall”) and _____ (“Client”), with offices at _____. Hereinafter, DCFall and Client may each be referred to as a “Party” and collectively as the “Parties”. This Agreement will be effective on the date that the last Party signs below (“Effective Date”).

1. Services.

1.1. Subject to the terms set forth herein, DCFall will provide call center agent services for Client as selected by Client in Schedule 1 hereto (the “Services”). At the request of Client, DCFall will provide the Services with respect to third-party consumers (“Consumers”) regarding programs, products, or services marketed or provided by Client. DCFall is under no obligation to provide Services in connection with any programs, products, or services marketed or provided by Client that DCFall believes to be in violation of any law or regulation.

1.2. To commence the Services, Client shall promptly provide to DCFall such information as reasonably requested by DCFall to perform the Services, including, without limitation, information to allow for the development by DCFall of a script for use in connection with the Services, and legal compliance information. Throughout the term of the Agreement, Client shall also provide DCFall with the program, product or service informational content, advertising scripts and promotions, and not less than forty-eight (48) hours advance notice of call schedules and call volume expectations. Client is responsible for assisting DCFall with implementation of any technology required so that DCFall can provide Services to Client.

1.3. The Services shall not require or involve the receipt of any personal or payment information of any Client customer, and is not intended to address any insurance claims (or related matter) or any emergencies. Any request for insurance claims assistance or emergencies shall be redirected by DCFall to the Client for attention, unless otherwise required by law. DCFall shall prepare a standard script for use with the Services. Customized scripts requested by Client may be provided for an additional fee.

2. Term; Force Majeure.

2.1. This Agreement will commence as of the Effective Date and shall automatically renew without notice each month until terminated by Client upon not less than 30 days’ prior written notice (“Term”). In the event of any breach of this Agreement by either Party, the non-breaching Party shall have the right to terminate the Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail. In addition, DCFall may terminate this Agreement and suspend or discontinue service at DCFall’s option at any time if Client has not paid all amounts invoiced to it by DCFall within 7 days after the date on which it

became due, or DCFall determines that Client is not complying with laws, regulations or ordinances.

2.2. To the extent permitted by law, in the event that either Party should fail in whole or in part to fulfill its obligations under this Agreement as a consequence of an act of nature, fire, explosion, pandemic, strike, flood, earthquake, embargo, war, riot, terrorism, failure of a telecommunications carrier to provide lines or service, government regulations or interference, or any other cause beyond the reasonable control of such Party, such failure to perform will not be considered a breach of this Agreement during the period of such disability and for a reasonable time thereafter; provided, however, that if such period continues for a period in excess of 30 days, the non-disabled Party may terminate this Agreement upon 15 days prior written notice. In the event of any force majeure occurrence, as set forth in this Section, the disabled Party will use its best efforts to meet its obligations under this Agreement and will promptly and in writing advise the other Party of its inability to perform due to a force majeure event, the expected duration of such inability to perform, and any developments that appear likely to affect the ability of that Party to perform any of its obligations in whole or in part.

3. Fees & Set Up Costs.

Client shall pay the monthly fees and set up costs for the Services as agreed upon and indicated on Schedule 1. All fees shall be drawn from a credit card provided by Client. DCFall may change the fees and/or add new services and fees, by providing Client with 30 days’ prior written notice. Client agrees to submit credit card information through DCFall’s third-party payment processing provider(s). Client represents and warrants to DCFall that such information is accurate, and Client hereby authorizes DCFall to charge such credit card for all fees. Client agrees to promptly update such credit card account information with any changes that may occur with the third-party payment service. Client hereby authorizes our third-party payment process provider to use and store any credit card information submitted by Client. Use and storage of such information shall be subject to the data security policies of our third-party processing provider(s).

Statements will be electronically delivered to Client and payment will be drawn monthly from the credit card on file (which shall initially be collected by such means as reasonably requested by DCFall, which may include telephonic delivery of such information).

All credit card transactions are processed by third party providers. Terms and privacy policies for such providers are set forth below:

Chargebee:
<https://www.chargebee.com/privacy/>
<https://www.chargebee.com/privacy/sub-processors/>

Stripe:
<https://stripe.com/gb/privacy>
<https://stripe.com/gb/service-providers/legal>

4. No Warranty; Limitations of Liability.

Client accepts the Services on an “AS-IS” basis and understands that its sole recourse in the event it is dissatisfied with the Services provided hereunder is to terminate the Agreement pursuant to Section 2 above, whereupon Client shall be responsible for payment of fees for all Services provided prior to such termination. DCFall makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability, quality of service, title, and fitness for a particular purpose or use. DCFall shall have no liability whatsoever to Client in connection with the performance of, or failure to perform, DCFall's obligations hereunder. In particular, DCFall shall have no liability to Client for any incidental, indirect, punitive, special or consequential damages of any kind including, but not limited to, any loss of use, loss of business, or loss of profit, and regardless of the form of the action, whether in contract, warranty, strict liability or tort, including without limitation, negligence of any kind, and regardless whether DCFall was advised, had reason to know, or in fact knew of the possibility of liability.

5. Confidentiality.

5.1. Under the Agreement, each Party may have access to information that is confidential to the other Party (“Confidential Information”). Confidential Information shall include the Parties' business and financial information, including this Agreement, DCFall's trade secrets regarding the Services and associated technology used in providing the Services, and any information that is clearly identified in writing at the time of disclosure as confidential, as well as any written or oral information that, based on the circumstances under which it was disclosed, a reasonable person would assume to be confidential. Client cannot solicit any of DCFall, LLC's employees or agents for two years from the date of this agreement. Notwithstanding the foregoing, Confidential Information shall not include information that is already known to the receiving Party prior to the time of the disclosure by the disclosing Party, becomes publicly known and made generally available through no action or inaction of the receiving Party, is already in the possession of the receiving Party at the time of the disclosure by the disclosing Party as shown by the receiving Party's records immediately prior to the time of the disclosure and is not subject to any obligations of confidentiality, is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality, is approved for release by written authorization of the disclosing Party, or can be shown to have been developed

independently by the receiving Party without use of or reference to the disclosing Party's Confidential Information as shown by documents and other competent evidence in the receiving party's possession. This Section shall not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided however, that a Party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the “responding Party”) shall first have given sufficient and prompt written notice to the other Party of the receipt of any subpoena or other request for disclosure; and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the responding Party, nothing in this Section shall limit or restrict the ability of the other Party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.

5.2. The Confidential Information disclosed by either Party constitutes the confidential and proprietary information of the disclosing Party and the receiving Party shall retain such Confidential Information in strict confidence and not disclose such Confidential Information to any third party except its employees, directors, officers, consultants and agents who have an obligation to keep Customer's information confidential. Notwithstanding anything herein, DCFall may use all data generated by calls associated with its Services solely to operate, improve, or test its systems to deliver Services. Each Party agrees to treat all Confidential Information of the other Party in the same manner as it treats its own proprietary information, but in no case will the degree of care for treating such information be less than reasonable care. In the event of breach of any of the provisions of this Section, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief.

6. Indemnification.

To the extent that a third party makes a claim against DCFall that any materials provided by Client to DCFall in the course of performing the Services or any use thereof infringe the rights of, or has caused harm to a third party, or in connection with any actions taken by DCFall in accordance with Client's instructions (including following scripts provided by Client), or in connection with Client's products, services or the promotion, operation, management or provisions of such products or services, or a violation of law related to Client's products or service, including claims or inquiries by Consumers of Client or any governmental agency or governmental inquiries regarding such products or services of Client, Client will indemnify, defend DCFall and hold DCFall harmless against each claim at Client's cost and expense, and pay all costs, damages, and expenses (including legal fees and costs) incurred by DCFall.

7. Compliance with Laws.

7.1. Client agrees that the Services comply with all applicable federal, state and local laws and regulations, including, but not limited to, those regarding deceptive advertising, and the Telephone Consumer Protection Act of 1991, the Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994, the Telemarketing Sales Rule, 16 CFR part 310, et seq., as it now exists or as amended in the future (“Telemarketing Sales Rule”), and Regulation E of the Federal Reserve Board.

7.2. Client shall maintain all records concerning any advertising and/or promotional materials, sales records, customer service records, and verifiable authorizations as well as (upon transfer from DCFall to Client) records of express informed consent and express agreement. In particular, Client shall maintain the following information about sales, including the name and last known address of each customer; the goods or services purchased; the date the goods or services were shipped or provided; and the amount the customer paid for the goods or services. Finally, Client shall retain all records required by the Telemarketing Sales Rule and any other laws, federal or state, regarding records of express informed consent and express agreement.

8. Miscellaneous.

8.1. This Agreement and all schedules hereto constitutes the complete Agreement and supersedes previous agreements or understandings between the Parties. Furthermore, this Agreement may only be amended or modified in a writing signed by authorized representatives of the Parties.

8.2. All notices required hereunder shall be in writing and shall be deemed duly given, if sent by email, overnight mail, or express or certified mail to the addresses above, or to such other addresses as either Party may designate from time to time by written notice to the other Party hereto.

8.3. DCFall may assign this Agreement to any affiliate or to the surviving entity in connection with a merger or sale of all or substantially all of DCFall’s assets without the consent of Client. Except as set forth in the preceding sentence, neither Party may assign this Agreement without the prior written consent of the other Party, which consent will not unreasonably be withheld. Client agrees that all open invoices shall be paid prior to any consent by DCFall for an assignment of this Agreement. The Agreement shall be binding upon, and shall inure to the benefit of, the Parties’ respective successors and permitted assigns. Client acknowledges that the Services shall be provided by sub-contracted third-party contractors retained solely at the discretion of DCFall.

8.4. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such Party’s right to assert or rely upon any such provision or right in that or any other instance; rather, such rights shall remain in full force and effect.

8.5. This Agreement is not a joint venture or partnership, and each Party is entering the relationship as an independent contractor and a principal and not as an agent of the other, except that in providing Services, DCFall’s actions (and the actions of its subcontractors) with respect to Consumers shall be solely that of a third-party contractor (not an agent of Client) for which Client shall remain entirely responsible. DCFall shall have no obligations to Consumers. The parties shall not be liable to each other for any lost profits or indirect, consequential, incidental or other special damages of any kind as a result of any breach of this Agreement.

8.6. If any portion of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The following Sections shall survive termination of the Agreement: 3-9.

8.7. The captions and headings in this Agreement are strictly for convenience and shall not be considered in any interpretation or construction. Plural includes the singular and vice versa unless the context clearly indicates otherwise. The Parties agree that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning.

8.8. Any legal action or proceeding with respect to the Agreement and any action for enforcement of any judgment in respect thereof shall be brought in a state or federal court sitting in the County of Cumberland in the State of Florida, and, by execution and delivery of this Agreement, each Party hereby accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any breach thereof. Each Party irrevocably consents to the service of process for actions or proceedings arising out of this Agreement from of any of the aforementioned courts by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party. Client hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with the Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. To the extent permitted by applicable law, each of the parties hereby irrevocably waives all right of trial by jury in any action, proceeding, or counterclaim arising out of or in connection with the agreement.

8.9. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to its conflicts of law provisions.

8.10. If Client has not paid all amounts invoiced to it by DCFall within 7 days after the date on which such payment amounts became due, DCFall may, without prior notice, to Client do any of the following: hold orders for calls received on product or services; require a security deposit; and process termination of Client.