

## Appointment Setter Agreement

THIS AGREEMENT is made as of ..... between

.....of .....(Client") and  
Get More Done UK (wholly owned by Home Hertfordshire Ltd) ("Contractor")  
(collectively as the "Parties"). Home Hertfordshire Ltd. 4-6 Spicer Street. St Albans,  
Hertfordshire UK. AL3 4PQ. Information Commissioner's Office Reference number:  
ZA690536.

The Parties have agreed that Client would like to retain Contractor to serve as a  
Appointment Setter, which is more fully described in Exhibit A (the "Services").

The offer is called .....and is priced at .....The  
Parties agree to the following:

1. **Term.** This Agreement shall be effective as of the date listed above and expires  
following 90 days. No other Appointment Setter (individual or company) shall  
be hired by the Client during this 90-day period.
2. **Scope:** This Agreement sets forth the terms and conditions whereby Contractor  
agrees to produce certain Services (as described below) to the Client.  
Contractor will be engaged for the limited purpose of providing these Services  
to the Client.
3. **No employment:** Neither party is by virtue of this Agreement authorized as an  
agent, employee, or legal representative of the other. Except as specifically set  
forth herein, neither party shall have the power to control the activities and  
operations of the other and its status at all times will continue to be that of an  
independent contractor relationship.

Client may allow Contractor to act as an authorized representative in certain  
circumstances under the terms of this Agreement, but such circumstances will  
be agreed to by both Parties in writing beforehand.

4. **Warranties:** Contractor represents and warrants that Contractor has the  
knowledge, skills, and experience necessary to provide the Services.  
Contractor agrees that during the term of this Agreement, Contractor will  
agree to provide the Services at the request of the Client.
5. **Availability:** Contractor's working hours are 9.30am – 5pm Monday to Friday  
(GMT/BST). Contractor agrees to respond to the client within 24 hours on  
working days and within 48 hours or the next business day on weekends and  
holidays.
6. In the event of an emergency or other similar conflict, Contractor will give the  
Client as much notice as possible if there is the possibility of interruption to  
the Services, whether that interruption is temporary or long-term.

7. Contractor sets an appointment with prospective customers on behalf of Client. The Client must attend each appointment booked by the Contractor. Client agrees to record accurately by 17:00 GMT/BST every Thursday all sales made in the previous 7-day period.
8. Fees: Client shall pay Contractor 10% commission for each sale completed by the Client. Client will be invoiced weekly - on a Friday - with payment due within 24hrs. All sales made up until Thursday 17:00 GMT/BST will be included in the Friday invoice. The invoice will be sent through our Merchant Services Provider, Stripe, where payment can be made by debit or credit card.
9. Expenses: The Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by receipts and reasonable supporting documentation.
10. Termination: This Agreement may be terminated, postponed, or delayed, in whole or in part, by the Parties following the minimum term service agreement (90 days). However, in the event of the following incidences, the agreement will be terminated with immediate effect:
  - i) If the Client does not accurately report all sales from booked appointments through our Setters.
  - ii) If after 30 days, the anticipated number of sales does not reach expected volumes.
11. Upon termination by either party in accordance with any of the provisions of this Agreement, neither Party shall be liable to the other, because of the termination for damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases, or commitments in connection with the business or goodwill of Contractor or Client.
12. **CONFIDENTIAL OR PROPRIETARY INFORMATION:** Contractor hereby acknowledges and agrees that Contractor may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, financial information, personal data, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Contractor understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to Client. The Contractor agrees:
  - I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;
  - II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;

III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;

IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;

V) Inform Client immediately if Contractor becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

13. Intellectual Property: Contractor agrees that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by Contractor which are related to the Client's actual business or research and development, or developed, made, or discovered by Contractor in the course of the performance of Contractor's duties for the Client are owned by Client. Contractor hereby assigns to the Client the entire right, title, and interest in and to any works created under this Agreement and in and to all proprietary rights therein or based thereon including without limitation any and all copyrights, patents, trademarks, or other intellectual property rights relating to all work.
14. Indemnification: Contractor and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.
15. Dispute resolution: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in United Kingdom. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class.. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on UK law, and claims based on local laws, ordinances, statutes or regulations. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.
16. Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the United Kingdom without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in United

Kingdom in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services.

17. Notices: All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

### **Exhibit A: Services**

Contractor has agreed to provide services to Client as that of an Appointment Setter.

The service is for one (1) offer at one (1) agreed price. Services include Direct Messages (through Facebook, Instagram and LinkedIn), emails and calls to warm or cold leads.

Contractor will use their telephone and internet service to acquire and set appointments. Calls are capped at \$10 per month. Client agrees to re-imburse Contractor for any call charges exceeding \$10 per month. The Client will be notified and permission will need to be approved for any charges over \$10.

A minimum of 50 messages (including DMs, emails, calls) will be sent out each day (Monday-Friday only) to potential customers..

*The Parties execute this Agreement as follows:*

#### **Client:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Contractor:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

