

**CALLING SPECIALIST AGREEMENT — PATHWAY TO HYBRID PROGRAM**

*This Agreement governs calling fulfillment services only. The Contractor earns a flat Project Fee per completed calling deliverable. At any time, the Contractor may elect to upgrade to the full Sales Representative and Fulfillment Specialist program by executing the Prymo LLC Independent Contractor Agreement, which adds a sales commission stream on top of this Agreement.*

# PRYMO LLC

## CALLING SPECIALIST INDEPENDENT CONTRACTOR AGREEMENT

*Project-Based · Flat Fee Per Deliverable · Independent Contractor*

<b>Effective Date</b>	_____ (date of last signature)
<b>Company</b>	Prymo LLC · Shane Laufman, Authorized Representative · humandasolutions.com
<b>Contractor Name</b>	_____
<b>Contractor Address</b>	_____ (required — see Section 2.05)
<b>Contractor Email</b>	_____
<b>State of Residence</b>	_____
<b>Project Fee</b>	\$300.00 per completed 1,000-contact Calling Deliverable
<b>Dialer Subscription</b>	Optional — \$40.00/month if elected by Contractor (see Section 4.01)
<b>Governing Law</b>	State of New Mexico · AAA Arbitration, Albuquerque, NM

### ARTICLE — PREAMBLE

This Calling Specialist Independent Contractor Agreement (this "Agreement") is entered into as of the Effective Date above between Prymo LLC ("Prymo") and the contractor identified on the cover page (the "Contractor"). Prymo is a marketing services reseller and channel partner acquisition company. Humanda LLC ("Humanda™") is a related entity and co-owner of the Channel Wedge™ intellectual property; it is not a signatory to this Agreement but is a Protected Party for confidentiality purposes.

This Agreement establishes a project-based engagement under which the Contractor performs outbound calling services and delivers completed 1,000-contact calling campaigns on a per-deliverable, flat-fee basis. The Contractor is an independent specialist — not an employee — who chooses when to work, what tools to use, and how to manage their calling process, subject only to the deliverable standard described herein.

The Contractor acknowledges the pathway available under this Agreement: at any time, the Contractor may execute the Prymo LLC Sales Representative and Fulfillment Specialist Independent Contractor Agreement (the "Hybrid ICA") to add a sales commission income stream on top of this Agreement. The Hybrid ICA governs the sales role; this Agreement governs the calling deliverable. Both may be active simultaneously.

## ARTICLE I DEFINITIONS

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### 1.01 Definitions.

As used in this Agreement:

**"Calling Deliverable"** means a completed outbound calling campaign for a single assigned Channel Partner account in a given calendar month, consisting of: (i) working through a minimum of 1,000 contact records from the Prymo-provided lead list for that account; (ii) identifying Qualified Leads within that contact pool; (iii) directing confirmed Qualified Leads to complete the pre-call business valuation form through the ValuMate application (a third-party lead qualification tool provided by channel partner arrangement with ValuMate AI) (a third-party application used by arrangement as the program's lead qualification tool); and (iv) scheduling confirmed, prepared appointments directly onto the Channel Partner's calendar. A Calling Deliverable is considered complete when the Contractor has processed the full 1,000-contact list and all call dispositions are logged in the Prymo CRM.

**"Channel Partner Account"** means a business broker or M&A advisor enrolled in the Humanda™ Channel Partner Sponsorship Program for whom the Contractor has accepted a Calling Deliverable assignment in a given month.

**"Confidential Information"** means any and all non-public information disclosed in connection with this Agreement by Prymo, Humanda LLC, FQ3C, or any other current or future Protected Party, including without limitation: the Channel Wedge™ framework mechanics and economics; program structures and financial models; Channel Partner identities and targeting strategies; Enrollee data; and all information relating to the inner workings of any program operated by or for any Protected Party. Confidential Information does not include information that is publicly available through no breach of this Agreement, was already known prior to disclosure as evidenced by written records, is independently developed without use of Protected Party information, or is legally required to be disclosed with appropriate notice.

**"Dialer"** means the Prymo-licensed outbound calling software platform, available to the Contractor on an optional subscription basis per Section 4.01. The Dialer is a tool the Contractor may elect to license from Prymo; it is not required.

**"Project Fee"** means the flat fee of Three Hundred Dollars (\$300.00) per completed Calling Deliverable per Channel Partner Account per calendar month, as described in Article V.

**"Protected Parties"** means Prymo LLC, Humanda LLC, the FQ3C certification program (a separately owned third-party certification program owned personally by Shane Laufman, independent of both Humanda LLC and Prymo LLC), and any other current or future client, partner, sponsor, or affiliated entity of Prymo whose information is disclosed in connection with this Agreement.

**"Qualified Lead"** means a contact who: (i) has expressed genuine interest in speaking with a business broker; (ii) has been directed to complete the pre-call business valuation form through the ValuMate application (a third-party lead qualification tool); and (iii) has a confirmed, calendar-ready appointment scheduled on the Channel Partner's calendar.

## ARTICLE II INDEPENDENT CONTRACTOR STATUS

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### 2.01 Classification — AB5 and All Applicable Law.

The Contractor is an independent contractor. Nothing in this Agreement creates an employment relationship, agency, partnership, or joint venture. This classification is made in good faith and is designed to satisfy applicable independent contractor standards, including the California ABC test where applicable and equivalent tests under other state laws:

- (a) Prong A — Control and Direction: Prymo sets the output standard (the Calling Deliverable) but exercises no control or direction over the Contractor's methods, schedule, calling approach, tools, or daily activities. The Contractor determines when to work, how to pace calls, what calling methodology to use, and how to organize their campaign — provided the completed Calling Deliverable meets the standard in Article III. Prymo does not assign shifts, require specific start times, mandate particular scripts, or supervise the Contractor's process in real time.
- (b) Prong B — Outside Usual Course of Business: Prymo's primary business is marketing program design, channel partner acquisition facilitation, and the operation of the Channel Wedge™ sponsorship framework. Prymo does not operate a call center or provide outbound calling as a core commercial service. Outbound calling campaign execution is a specialized function that Prymo contracts for as a discrete project input — it is outside the usual course of Prymo's operations.
- (c) Prong C — Independently Established Business: The Contractor is engaged in an independently established calling, sales, or business development practice and is free to provide similar services to other clients not in direct conflict with Section 8.01. The Contractor is not economically dependent on Prymo and is encouraged to maintain a diverse client base.

### 2.02 California-Specific Acknowledgment.

The Contractor acknowledges that California Assembly Bill 5 (AB5), California Labor Code §§ 2770 et seq., and related California employment laws may apply to this Agreement if the Contractor is a California resident. This Agreement has been structured in good faith to satisfy the California ABC test. If any provision of this Agreement is found to be inconsistent with California law, California law controls to the extent required. Nothing in this Agreement waives any right the Contractor may have under California law. For California residents, this Agreement also satisfies the written contract requirements of the California Freelance Worker Protection Act (SB 988, effective January 1, 2025): both parties' addresses must be completed on the cover page before execution; Prymo shall retain a signed copy for four years; and Prymo shall not condition payment on additional work demands beyond the completed Calling Deliverable.

The same good-faith classification analysis applies to residents of Massachusetts, New Jersey, and other states that apply an ABC or similar multi-prong test for independent contractor status. The structure of this Agreement — project-based, flat-fee, output-only, no mandatory tools, non-exclusive — is designed to satisfy the strictest applicable standard.

### 2.03 Tax Responsibility.

The Contractor is solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other taxes arising from compensation received under this Agreement. Prymo will issue IRS Form 1099-NEC for calendar years in which total compensation equals or exceeds \$600.00. The Contractor shall provide a completed IRS Form W-9 prior to receiving any payment.

### 2.04 No Benefits.

The Contractor is not entitled to any employee benefits, including health insurance, retirement plans, paid time off, workers' compensation, or unemployment insurance. Prymo makes no contributions to any such programs on the Contractor's behalf.

### 2.05 Address Requirement.

Both parties' full legal names and mailing addresses are required fields on the cover page of this Agreement. This Agreement is not complete and creates no obligations until both address fields are filled in. This requirement is mandatory for compliance with the California Freelance Worker Protection Act and equivalent state statutes.

## **ARTICLE III SCOPE OF SERVICES — CALLING DELIVERABLE**

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### **3.01 Project-Based Engagement.**

This Agreement governs a project-based calling engagement. Prymo makes Channel Partner Accounts available to the Contractor; the Contractor accepts or declines each offered account at their sole discretion. Each accepted account is a discrete project with a defined output: one completed Calling Deliverable per assigned Channel Partner Account per calendar month. Prymo does not assign hours, shifts, or daily tasks. The Contractor's obligation for each accepted assignment is to complete the Calling Deliverable within the applicable calendar month.

### **3.02 Deliverable Standard.**

A Calling Deliverable is complete when the Contractor has:

- (a) worked through the full 1,000-contact list provided by Prymo for the assigned Channel Partner Account;
- (b) identified all Qualified Leads within that contact pool;
- (c) logged all call dispositions — including contact attempts, voicemails, live conversations, and outcomes — in the Prymo CRM as delivery verification; and
- (d) delivered all Qualified Leads as confirmed, calendar-ready appointments on the Channel Partner's calendar.

The Contractor does not guarantee a minimum number of Qualified Leads or appointments per Calling Deliverable. The obligation is thorough, professional processing of the full contact pool and delivery of all Qualified Leads actually identified within it.

### **3.03 CRM Logging — Delivery Verification Only.**

CRM logging is required solely as the mechanism by which Prymo verifies that a Calling Deliverable has been completed. It is not a real-time monitoring or behavioral control tool. The Contractor logs final call dispositions after completing each contact — not moment-by-moment activity. Prymo does not use CRM data to supervise the Contractor's process, timing, or methods; it uses it only to confirm that the contracted 1,000-contact list was fully worked and to track Qualified Lead outcomes for Channel Partner reporting purposes.

### **3.04 No Minimum Assignment Obligation.**

Neither Party is obligated to offer or accept any minimum number of assignments per month. Prymo offers assignments as Channel Partner Accounts become available. The Contractor accepts or declines at their discretion. The Contractor may accept assignments from other clients simultaneously and is encouraged to maintain a multi-client practice.

### **3.05 Partial Deliverable Credit.**

If the Prymo-provided lead list for a given assignment contains fewer than 1,000 records due to Prymo's data supply limitations, the Project Fee shall be pro-rated proportionally. If the shortfall is attributable to the Contractor's failure to work the full list, no Project Fee is earned for that assignment.

### **3.06 TCPA and Calling Compliance.**

The Contractor shall comply with the Telephone Consumer Protection Act (TCPA), FCC Do-Not-Call regulations, and all applicable federal, state, and local calling compliance laws in the conduct of all Calling Deliverables. The Contractor shall not call any number on the National DNC Registry and shall use only Prymo-provided contact lists, which are pre-scrubbed for DNC compliance at the time of delivery. The Contractor indemnifies Prymo and all Protected Parties for any TCPA or DNC violation directly caused by the Contractor's calling conduct, including: calling a contact after receiving a stop-calling request; calling outside permitted hours; or any other calling practice that violates applicable law regardless of the contact's presence on the provided list. The Contractor is not responsible for TCPA or DNC violations arising solely from contact records that were improperly scrubbed before delivery to the Contractor — that liability rests with the list sourcing contractor under their separate agreement with Prymo. The line is clear: list quality before delivery is the list sourcing contractor's liability; calling conduct after receipt is the Contractor's liability.

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## ARTICLE IV TOOLS AND PLATFORM ACCESS

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### 4.01 Optional Dialer Subscription.

The Contractor may elect to use the Prymo-licensed Dialer platform to conduct calling campaigns. This is entirely optional. The Contractor may use any calling tool of their own choice — personal phone, third-party softphone, or any other calling technology — provided the Calling Deliverable standard in Article III is met. If the Contractor elects to use the Prymo Dialer, the following terms apply:

- (a) The Contractor shall pay Prymo a Dialer subscription fee of Forty Dollars (\$40.00) per calendar month in which the Dialer is accessed.
- (b) The Dialer subscription fee is due and payable within fifteen (15) days of the end of each calendar month in which the Dialer was used.
- (c) The Dialer subscription fee may be deducted by Prymo from the Contractor's Project Fee payments for the same calendar month at Prymo's option, or invoiced separately.
- (d) The Contractor's election to use the Dialer is month-to-month and may be cancelled at any time upon written notice. Cancellation takes effect at the end of the calendar month in which notice is given.
- (e) Access to the Dialer is granted solely for performing Calling Deliverables under this Agreement and for no other purpose.

**Why the Dialer is optional and fee-based:** The Contractor's independent contractor status is strengthened when tools are purchased or licensed rather than provided freely. A \$40/month subscription creates a commercial tool-licensing relationship between two independent businesses — not an employer providing equipment to an employee. The Contractor who uses their own phone pays nothing; the Contractor who finds Prymo's Dialer useful pays a market-rate subscription. Either way, the Contractor controls their tools.

### 4.02 CRM Access — Included.

Access to the Prymo CRM for logging call dispositions and Qualified Lead outcomes is provided to the Contractor at no charge as part of each accepted assignment. CRM access is Prymo's delivery verification infrastructure — it is not a contractor benefit or tool subscription. CRM access is limited to the Contractor's assigned Channel Partner Accounts and terminates upon termination of this Agreement.

### 4.03 Lead Lists — Provided Per Assignment.

A pre-scrubbed 1,000-contact lead list is provided for each accepted Channel Partner Account. The lead list is sourced and delivered by the AI lead scrubbing contractor engaged by Prymo (currently operating under a separate contractor agreement), whose obligation it is to ensure each list meets the Qualified Lead standard at the time of delivery. The hybrid sales contractor whose account the Caller is servicing bears ultimate fulfillment responsibility for the account, including the quality and completeness of the lead list provided. Prymo acts as the operational intermediary coordinating list delivery to the Contractor. Lead lists are account-specific project inputs and are not sold to or owned by the Contractor. All lead list data remains the property of Prymo upon delivery. The Contractor shall not retain, copy, distribute, or use lead list data for any purpose other than completing the applicable Calling Deliverable. The Contractor has no liability for lead quality deficiencies existing in the list at the time of delivery — that liability rests with the list sourcing contractor and the hybrid sales contractor whose account obligation it is.

### 4.04 Additional Optional Services.

Prymo may make additional platform services available to Contractors on an optional, fee-based subscription basis from time to time, including training resources, performance analytics dashboards, and advanced reporting tools. Any such services will be offered under separate written terms and fees. No additional services are required, and election of any optional service does not alter the independent contractor classification under this Agreement.

## ARTICLE V COMPENSATION — PROJECT FEE

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### 5.01 Project Fee.

Prymo shall pay the Contractor a flat Project Fee of Three Hundred Dollars (\$300.00) per completed Calling Deliverable per Channel Partner Account per calendar month. The Project Fee is a fixed deliverable-based fee and is not calculated on an hourly basis. The Contractor is compensated for completing the defined project output — a fully worked 1,000-contact campaign with Qualified Lead appointments delivered — not for time spent.

**Effective rate illustration:** At a target pace of 80 contacts per hour, a 1,000-contact list takes approximately 12.5 hours to complete, yielding an effective rate of approximately \$24.00/hour. At 100 contacts per hour the effective rate rises to \$30.00/hour. At 60 contacts per hour the effective rate is \$18.00/hour — still above California's current minimum wage. Faster and more effective callers earn a higher effective rate. The Project Fee is not tied to any specific number of hours and does not constitute an hourly wage.

### 5.02 Payment Timing.

- (a) The Project Fee for each completed Calling Deliverable is payable within fifteen (15) days following the end of the calendar month in which the Calling Deliverable was completed and verified.
- (b) Completion is determined by Prymo's review of the Prymo CRM showing that the full 1,000-contact list for the applicable Channel Partner Account was worked and all dispositions logged.
- (c) If a Dialer subscription fee is owed for the same month, it is netted against the Project Fee before payment.
- (d) Prymo shall provide a monthly payment statement within ten (10) days following the end of each calendar month showing all completed Calling Deliverables, the applicable Project Fees, any Dialer subscription deductions, and the net amount payable.

### 5.03 Disputed Deliverables.

If Prymo disputes whether a Calling Deliverable was completed, Prymo shall notify the Contractor in writing within ten (10) days of the end of the calendar month. The Contractor has fifteen (15) days to respond with CRM evidence of completion. Prymo has thirty (30) days from the Contractor's response to issue a final written determination. Undisputed Project Fees are paid on the normal timeline regardless of any pending dispute on other deliverables.

### 5.04 Funding Structure — Context Only.

The Contractor acknowledges for informational purposes only that the Project Fee is funded through Prymo's Caller Scale-Up Program, under which independent sales contractors enrolled in that program allocate a portion of their monthly earnings to fund calling deliverables on their behalf. Prymo acts as the contracting and paying intermediary. This funding structure does not create any direct relationship, obligation, or liability between the Contractor and any sales contractor enrolled in the Scale-Up Program. The Contractor's sole counterparty under this Agreement is Prymo.

## **ARTICLE VI PATHWAY TO HYBRID PROGRAM**

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### **6.01 Hybrid ICA Option.**

At any time during the term of this Agreement, the Contractor may elect to execute the Prymo LLC Sales Representative and Fulfillment Specialist Independent Contractor Agreement (the "Hybrid ICA"). The Hybrid ICA adds a sales commission income stream — the Contractor earns commission on Channel Partners they personally close into the Sponsorship Program, in addition to continuing to earn Project Fees under this Agreement for calling deliverables.

### **6.02 How the Two Agreements Work Together.**

If the Contractor executes both this Agreement and the Hybrid ICA:

- (a) This Agreement governs all calling deliverable obligations and the \$300 Project Fee structure.
- (b) The Hybrid ICA governs all sales commission obligations, tier progression, and any Caller Scale-Up Program enrollment as a sales contractor (distinct from the Contractor's role as a calling specialist under this Agreement).
- (c) The Contractor may call on behalf of Channel Partners enrolled through their own sales efforts, earning both the Project Fee for each calling deliverable and the monthly commission on those accounts.
- (d) The Contractor may also accept offered accounts for Channel Partners enrolled by other sales contractors, earning only the Project Fee for those deliverables — no commission on accounts the Contractor did not personally close. In the event of any conflict between the terms of this Agreement and the Hybrid ICA, each agreement controls its own subject matter: this Agreement controls all Project Fee, Calling Deliverable, and tool subscription matters; the Hybrid ICA controls all sales commission, tier progression, and Scale-Up Program matters. No term of the Hybrid ICA modifies, expands, or restricts the Contractor's rights or obligations under this Agreement. The liability to fund the Project Fee payable to the Contractor under this Agreement ultimately flows from the hybrid sales contractor whose Scale-Up Program enrollment generates that funding — that contractor's obligations under the Hybrid ICA remain their own independent obligation and do not create any direct right of recovery by the Calling Specialist Contractor against any hybrid sales contractor.

### **6.03 Natural Progression.**

The two-agreement structure is designed to allow each person to find their natural role. A Contractor who excels at calling and prefers to focus on delivery earns \$300 per list and can scale to 12 or more accounts per month. A Contractor who also wants to build their own book of business executes the Hybrid ICA and adds commission income on top. A Contractor enrolled in the Hybrid ICA's Scale-Up Program may even use this Agreement to call their own accounts — serving as both the sales rep and the calling specialist for their own portfolio. The financial model supports all of these configurations.

## **ARTICLE VII CONFIDENTIALITY AND NON-DISCLOSURE**

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### **7.01 Confidentiality Obligations.**

The Contractor shall hold all Confidential Information of Prymo and all Protected Parties in strict confidence using at least the same degree of care the Contractor uses to protect their own most sensitive information. The Contractor shall not disclose any Confidential Information to any third party without Prymo's prior written consent and shall use Confidential Information solely for the purpose of performing Calling Deliverables under this Agreement.

### **7.02 Third-Party Beneficiary Standing.**

Humanda LLC, FQ3C, and all other Protected Parties whose Confidential Information is disclosed through this Agreement are expressly designated as third-party beneficiaries of the confidentiality protections in this Article VII, with full standing to enforce those protections directly against the Contractor. Only Prymo has the right to resell or externally deploy the Channel Wedge™ model. Only Humanda LLC has the right to operate or sub-license the B-VDR platform. Only Shane Laufman personally, or parties he individually authorizes, has the right to deliver or license FQ3C certification, as FQ3C is the personal IP of Shane Laufman and is not owned by or transferable through either Humanda LLC or Prymo LLC. These rights are not transferred or implied by this Agreement.

### **7.03 Channel Partner and Enrollee Data.**

All Channel Partner identities, Enrollee information, contact records, call recordings, and appointment data the Contractor encounters in the performance of Calling Deliverables are the property of Prymo and the applicable Channel Partner. The Contractor shall not retain, copy, or use any such data beyond what is necessary to complete the Calling Deliverable. All data is returned to Prymo's CRM upon completion and the Contractor retains no personal copies.

### **7.04 Survival.**

The confidentiality obligations in this Article VII survive termination of this Agreement indefinitely.

### **7.05 Damage Pass-Through.**

Prymo may pass through to the Contractor any damages, fines, penalties, attorneys' fees, and costs imposed on or incurred by any Protected Party as a direct result of the Contractor's breach of this Article VII or of the data and TCPA obligations in Article III. A breach of this Article VII is a material breach entitling Prymo to immediate termination without cure period.

## **ARTICLE VIII NON-SOLICITATION**

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### **8.01 Channel Partner Non-Solicitation.**

During the term of this Agreement and for six (6) months following termination, the Contractor shall not use the Confidential Information of any Protected Party to directly solicit any Channel Partner with whom the Contractor had direct calling contact through this Agreement, for the purpose of enrolling them in a competing channel partner sponsorship or outbound marketing program. This restriction is grounded in the protection of Prymo's trade secrets and does not restrict the Contractor's general right to work in sales, calling, or business development.

### **8.02 No Non-Compete — California.**

No non-compete restriction applies to this Agreement. California Business and Professions Code Section 16600 renders non-compete restrictions void and unenforceable against California residents. This Agreement does not attempt to restrict the Contractor's general right to engage in calling, sales, or business development work for any client.

## **ARTICLE IX TERM AND TERMINATION**

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### **9.01 Term.**

This Agreement commences on the Effective Date and continues until terminated by either Party.

### **9.02 Termination Without Cause.**

Either Party may terminate this Agreement without cause upon thirty (30) days' written notice. During the notice period, the Contractor shall complete any Calling Deliverables already accepted and in progress; Prymo shall pay all Project Fees earned through the termination date.

### **9.03 Termination for Cause.**

Prymo may terminate immediately for: (a) material breach not cured within fifteen (15) days of written notice; (b) TCPA or DNC violation; (c) fraud or material misrepresentation; (d) breach of Article VII (confidentiality); or (e) unauthorized retention or use of lead list data or Channel Partner information.

### **9.04 Effect of Termination.**

Upon termination: (a) Calling Deliverables not completed in full by the last day of the applicable calendar month are forfeited — no Project Fee is owed for any incomplete Calling Deliverable regardless of the percentage of contacts worked. The Contractor has the full calendar month (from the first day through the last day) to complete each accepted Calling Deliverable. Failure to complete the full 1,000-contact list within the calendar month constitutes a failure of the Contractor's deliverable obligation and Prymo has no payment obligation for that account for that month. If Prymo suffers damages from a Channel Partner or Sponsor as a result of an incomplete Calling Deliverable, those damages may be passed through to the Contractor under Section 7.05; (b) Dialer access terminates at the end of the current billing month; (c) CRM access terminates immediately; (d) the Contractor shall delete all lead list data and Channel Partner information from any personal devices or storage; and (e) Articles VII, VIII, and X survive.

## **ARTICLE X GENERAL PROVISIONS**

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### **10.01 Governing Law.**

This Agreement is governed by the laws of the State of New Mexico, without regard to conflict-of-laws principles. Any dispute not resolved through thirty (30) days of good-faith negotiation shall be submitted to binding arbitration administered by the AAA under its Commercial Arbitration Rules, in Albuquerque, New Mexico, before a single arbitrator. The prevailing Party is entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing, California residents retain all rights provided under California law, including California Labor Code protections, and nothing in this governing law provision waives those rights. Nothing in this arbitration provision limits any right a California resident Contractor may have to file a complaint or claim with the California Labor Commissioner or any

other California administrative agency with jurisdiction over worker classification, wage, or labor matters. Such administrative claims are not subject to this arbitration provision.

**10.02 California Labor Code — Expense Reimbursement.**

If the Contractor is determined by a California court or labor board to be an employee rather than an independent contractor, Prymo shall reimburse the Contractor for necessary business expenses incurred in the performance of services under this Agreement as required by California Labor Code Section 2802. This provision does not constitute an admission of employment status.

**10.03 Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties regarding calling deliverable services and supersedes all prior understandings on that subject. It does not govern any sales commission relationship, which is addressed in the Hybrid ICA if executed.

**10.04 Amendment.**

This Agreement may be amended only by a written instrument signed by both Parties.

**10.05 Severability.**

If any provision is held invalid under applicable law, including California law, it shall be modified to the minimum extent necessary to be enforceable. The remainder continues in full force.

**10.06 Counterparts and Electronic Signatures.**

This Agreement may be executed in counterparts. Electronic signatures are valid and binding.

**10.07 No Exclusivity.**

This Agreement is non-exclusive. The Contractor may perform outbound calling, appointment-setting, or similar services for other clients simultaneously. Prymo may engage other calling specialists simultaneously. Neither Party has any exclusivity obligation to the other.

**EXHIBIT A — PAYMENT TRACKER (ADMINISTRATIVE RECORD ONLY)**

*This Exhibit is an administrative payment tracking record only and does not constitute a binding contract term. Prymo updates this tracker with each monthly billing cycle. The Contractor should retain a copy of each updated Exhibit A as their earnings record. Blank fields in this Exhibit do not create incomplete agreement obligations.*

Month	Channel Partner Account	Status	Project Fee	Dialer Fee	Net Paid
<b>MONTHLY TOTALS</b>			\$ _____	\$ _____	\$ _____

Dialer Subscription Elected:  Yes — \$40.00/month  No — using own calling tools

**SCHEDULE B — HYBRID ICA ELECTION**

*Complete this section at any time to initiate the process of adding the sales commission stream under the Prymo LLC Sales Representative and Fulfillment Specialist Independent Contractor Agreement.*

**I elect to add the Hybrid ICA.**

By initialing here I request that Prymo provide me with the Sales Representative and Fulfillment Specialist Independent Contractor Agreement for review and execution. I understand that executing the Hybrid ICA adds a sales commission income stream on top of this Agreement and that both agreements will then govern my relationship with Prymo simultaneously.

Initials: \_\_\_\_\_ · Date of election: \_\_\_\_\_ · Prymo acknowledgment: \_\_\_\_\_

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Calling Specialist Independent Contractor Agreement as of the Effective Date first written above.

**PRYMO LLC:**

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

Printed Name: Shane Laufman

Title: Authorized Representative

Company: Prymo LLC · humandasolutions.com

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

**CONTRACTOR:**

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

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

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

State of Residence: \_\_\_\_\_

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

By signing I confirm: (1) I have read and understood this Agreement;

(2) I understand the Project Fee is flat per deliverable and not hourly;

(3) I understand the Dialer subscription is optional and fee-based;

(4) all confidentiality obligations are binding on me immediately; and

(5) I am an independent contractor and not an employee of Prymo LLC.

*Both Parties are encouraged to seek independent legal counsel prior to signing. · Prymo LLC · Calling Specialist Independent Contractor Agreement · © 2026 · Confidential & Proprietary*