

PRYMO LLC

SALES REPRESENTATIVE & FULFILLMENT SPECIALIST INDEPENDENT CONTRACTOR AGREEMENT

Confidential · For Authorized Parties Only

Effective Date	_____ (date of last signature below)
Contracting Company	Prymo LLC & Humanda LLC · Shane Laufman, Authorized Representative · humandasolutions.com
Contractor Name	_____
Contractor Address	_____
Contractor Email	_____
Contractor Phone	_____
Governing Law	State of New Mexico · AAA Arbitration

ARTICLE — PREAMBLE

This Sales Representative and Fulfillment Specialist Independent Contractor Agreement (this "Agreement") is entered into as of the Effective Date above, by and between Prymo LLC, a limited liability company ("Prymo" or the "Company"), and the individual identified on the cover page (the "Contractor"). Humanda LLC ("Humanda™") is a related entity under common ownership with Prymo. While Humanda™ is not a signatory to this Agreement, it is a co-source of the Contractor's Commission Base: Prymo collects Humanda™'s Platform License Fee revenue under an inter-company arrangement and includes it in the Contractor's Commission Base calculation per Article IV. Prymo acts as the sole disbursing entity and issues one consolidated monthly payment to the Contractor covering both the Prymo marketing fee stream and the Humanda™ license fee stream. The Humanda™ stream is contingent on Humanda™'s payment to Prymo as described in Section 4.07(e). Certain provisions of this Agreement also run to the benefit of Humanda™ as described herein.

The Contractor will serve in a dual-capacity role: (i) as a Sales Representative responsible for identifying and closing Channel Partner enrollments into the Humanda™ Channel Partner Sponsorship Program administered by Prymo; and (ii) as a Fulfillment Specialist responsible for executing outbound calling campaigns on behalf of the Channel Partners that the Contractor closes. These two roles are sequential and interdependent — the Contractor earns the right to perform Fulfillment Services only with respect to Channel Partners that the Contractor personally closes.

ARTICLE I DEFINITIONS

1.01 Definitions.

As used in this Agreement, the following capitalized terms have the following meanings:

"Base Commission Rate" means the percentage of the Commission Base payable to the Contractor for each active Closed CP account, determined by the Contractor's current Tier per Article IV.

"Breakpoint" means each enrollment threshold at which a Channel Partner's monthly marketing fee is reduced under the Humanda™ Channel Partner Sponsorship Agreement, as more fully described in Article V.

"Channel Partner or "CP"" means a licensed business broker or M&A advisor who is enrolled into the Humanda™ Channel Partner Sponsorship Program through the Contractor's sales efforts.

"Closed CP" means a Channel Partner who has executed a Channel Partner Sponsorship Agreement with Prymo and Humanda™ as a direct result of the Contractor's sales efforts, and whose first monthly payment has cleared. A Closed CP does not include any Channel Partner sourced by another Contractor or by Prymo directly.

"Commission Base" means the total dollar amount on which the Contractor's commission percentage is calculated in any given month for a given Closed CP. At no Breakpoint, the Commission Base is the Channel Partner's monthly marketing payment to Prymo. At any active Breakpoint, the Commission Base is the sum of: (i) the Channel Partner's monthly marketing payment to Prymo; plus (ii) all active Enrollees' monthly Platform License Fees paid to Humanda™ for that Channel Partner's enrolled clients. See Article V.

"Contractor" means the independent contractor individual identified on the cover page of this Agreement.

"CRM" means the customer relationship management software provided by Prymo for use by the Contractor in tracking sales activity and client interactions.

"Dialer" means the outbound calling software provided by Prymo for use by the Contractor in executing Fulfillment Services.

"Enrollee" means a business seller or buyer enrolled by a Channel Partner onto the Humanda™ Behavioral Virtual Data Room (B-VDR) platform under an active Platform License Agreement.

"FQ3C Certification" means the paid FQ3C Certified Implementor program offered by Humanda LLC or its designee, completion of which entitles a qualified Contractor to the FQ3C Certification Bonus Commission under Article IV.

"Fulfillment Obligations" means the Contractor's obligation to execute outbound calling campaigns on behalf of each of the Contractor's Closed CPs, as described in Article VI.

"Fulfillment Hourly Rate" means Fifteen Dollars (\$15.00) per hour.

"Fulfillment Hours Cap" means sixteen (16) hours per Closed CP per calendar month, representing the maximum hours for which Prymo will compensate the Contractor for Fulfillment Services.

"Platform License Fee" means the monthly subscription fee paid by each Enrollee directly to Humanda™: \$1,000.00 per month for Phase 1 Enrollees or \$1,250.00 per month for Phase 2 Enrollees.

"Sponsorship Program" means the Humanda™ Channel Partner Sponsorship Program administered by Prymo, under which Channel Partners receive sponsored lead generation services in exchange for enrolling clients onto the Humanda™ Behavioral Virtual Data Room (B-VDR) platform.

"Tier" means the Contractor's commission level as determined by cumulative Closed CP count, per the schedule in Article IV.

"Caller Cost" means the monthly charge deducted from a Contractor's gross commission under the Caller Scale-Up Program, calculated as a flat fee of Three Hundred Fifty Dollars (\$350.00) per Closed CP account per calendar month, regardless of the number of hours the Prymo Caller spends on that account. Prymo pays the Prymo Caller Three Hundred Dollars (\$300.00) of this amount and retains a fifty dollar (\$50.00) per-account spread as a program administration fee. The Caller Cost is deducted after the Contractor's gross commission is calculated and is not carried forward as a debt in any month where total Caller Costs exceed total commission earned.

See also: Section 16.04

"Caller Scale-Up Program" means the optional program described in Article XVI under which a Contractor who has at least one (1) active Closed CP account may elect to engage a Prymo Caller to perform Fulfillment

Services on the Contractor's behalf, with the associated Caller Cost deducted monthly from the Contractor's gross commission earnings.

See also: Article XVI

"Closed Deal Commission" means the commission payable to Prymo on qualifying M&A transactions that close from leads generated through calling campaigns conducted under this Agreement, as described in the Channel Partner Sponsorship Agreement between Prymo and the applicable Channel Partner. No portion of the Closed Deal Commission is payable to the Contractor under this Agreement unless separately agreed in writing between Prymo and the Contractor.

See also: Channel Partner Sponsorship Agreement

"Cure Period" means the thirty (30) day period commencing on the first date of any failure by the Contractor to perform Fulfillment Services for a given Closed CP account, during which the Contractor may remedy the default by either resuming personal fulfillment or arranging an approved substitute at the Contractor's own expense. Failure to cure within the Cure Period results in forfeiture of the account to Prymo per Section 6.03(b).

See also: Section 6.03(a)

"Directly Recruited" means a contractor who was personally introduced to Prymo by the Contractor, who signed an Independent Contractor Agreement with Prymo designating the Contractor as the recruiting source, and whose designation was confirmed in writing by Prymo at the time of execution. Only single-level attribution is recognized — contractors introduced by someone the Contractor previously recruited do not count as Directly Recruited by the Contractor.

See also: Section 14.03

"Fulfillment Services" means the outbound lead generation and calling services performed by the Contractor (or by a Prymo Caller under the Caller Scale-Up Program) on behalf of a Closed CP account, consisting of: (i) processing a minimum of 1,000 contact records per month per account using the Prymo Dialer; (ii) identifying qualified leads who express interest in speaking with a business broker, directing them to complete the pre-call business valuation form through the ValuMate application (a third-party lead qualification tool); (iii) scheduling confirmed, prepared appointments directly onto the Channel Partner's calendar; and (iv) logging all call activity in the Prymo CRM on a same-day basis.

See also: Section 3.02

"Humanda™ Stream" means the portion of the Commission Base derived from Platform License Fees collected by Humanda LLC from active Enrollees and remitted to Prymo under the inter-company arrangement between them. The Humanda™ Stream is contingent on Humanda™'s payment to Prymo and is active only during the applicable Channel Partner's Sponsorship Window.

See also: Sections 4.07(b) and 4.07(e)

"Phase" means either Phase 1 or Phase 2 of the Humanda™ Channel Partner Sponsorship Program. Phase 1 is the pre-beta launch phase with a twelve (12) month Sponsorship Window and a Platform License Fee of \$1,000.00 per Enrollee per month. Phase 2 is the beta launch phase with a six (6) month Sponsorship Window and a Platform License Fee of \$1,250.00 per Enrollee per month. The applicable Phase for any Closed CP account is determined at the time the Channel Partner executes their Channel Partner Sponsorship Agreement and is locked for the duration of that account.

See also: Article V

"Prymo Caller" means a caller hired, trained, and managed by Prymo under Section 16.03 to perform Fulfillment Services on behalf of a Contractor enrolled in the Caller Scale-Up Program. The Prymo Caller is employed by or contracted to Prymo — not the Contractor — and Prymo retains full employer-of-record status and management authority over the Prymo Caller at all times.

See also: Section 16.03

"Prymo Stream" means the portion of the Commission Base derived from monthly marketing fees collected by Prymo LLC directly from a Channel Partner under the Channel Partner Sponsorship Agreement. The Prymo Stream is active for as long as the applicable Channel Partner's Sponsorship Window is open and marketing fees are being collected by Prymo.

See also: Section 4.07(a)

"Recruiting Override" means the five percent (5%) commission paid by Prymo to a Contractor on the monthly commission earnings of each Directly Recruited contractor, as described in Article XIV. The Recruiting Override is calculated on the recruited contractor's commission earnings only and does not include any portion of the recruited contractor's hourly fulfillment earnings. The override is single-level and perpetual

while both the recruiting Contractor and the recruited contractor remain active under their respective agreements with Prymo.

See also: Article XIV

"Restricted Period" means the period during which the non-compete and non-solicitation obligations in Article IX are in effect: (i) the entire term of this Agreement; and (ii) the six (6) month period immediately following termination of this Agreement for any reason.

See also: Section 9.01

"Sponsorship Window" means the promotional period under the Channel Partner Sponsorship Agreement during which Breakpoint pricing, the Sponsorship Subsidy, and Channel Partner Revenue Share are in effect: (a) twelve (12) months from the Beta Launch Date for Phase 1 Channel Partners; or (b) six (6) months from the Beta Launch Date for Phase 2 Channel Partners. Both the Prymo Stream and Humanda™ Stream components of the Commission Base terminate upon expiration of the Sponsorship Window.

See also: Section 4.07(c)

ARTICLE II INDEPENDENT CONTRACTOR STATUS

2.01 Classification.

The Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of Prymo or Humanda™. The Contractor has no authority to bind Prymo or Humanda™ to any obligation, contract, or representation. Nothing in this Agreement shall be construed to create an employment relationship for any purpose, including for purposes of federal or state tax law, labor law, workers' compensation, unemployment insurance, or employee benefits. The Parties acknowledge that Prymo LLC is a marketing services reseller and GAP analysis company. Prymo's core business is the resale of marketing services and the provision of a proprietary GAP analysis framework for sponsors. The calling and lead generation services contemplated by this Agreement constitute a special-purpose offering created solely to service the Humanda™ Channel Partner Sponsorship Program on behalf of its sponsors — they do not constitute Prymo's primary or core business activity. The Contractor is engaged to perform these specialized services as a discrete project engagement, not as an integral part of Prymo's ordinary course of business operations.

2.02 Tax Responsibility.

The Contractor is solely responsible for all federal, state, and local income taxes, self-employment taxes, and any other taxes or contributions arising from compensation received under this Agreement. Prymo will issue IRS Form 1099-NEC to the Contractor for each calendar year in which total compensation equals or exceeds \$600.00. The Contractor shall provide a completed IRS Form W-9 prior to receiving any payment. No tax withholding will be made by Prymo from any compensation paid to the Contractor.

2.03 Equipment.

The Contractor shall provide, at the Contractor's own expense, a functioning laptop computer and a telephone capable of supporting outbound call activity. Prymo provides the Dialer software, the CRM, and access to lead lists as tools of the Sponsorship Program. Prymo's provision of these tools does not alter the Contractor's independent contractor status.

2.04 Hours and Schedule.

The Contractor controls the Contractor's own schedule. Prymo does not set, require, or supervise the Contractor's working hours. The Contractor is responsible for meeting Fulfillment Obligations on a timeline that ensures Channel Partner clients receive consistent monthly service. The Contractor's compensation for Fulfillment Services is capped at the Fulfillment Hours Cap regardless of actual hours worked.

2.05 Economic Reality Acknowledgment.

The Contractor expressly acknowledges and confirms the following factors, which the Parties agree reflect the true nature of this independent contractor relationship:

- (a) The Contractor sets the Contractor's own methods, sequences, and approaches for performing all services, subject only to the output standards specified in this Agreement;
- (b) The Contractor is free to perform similar services for other clients, companies, or engagements simultaneously with services performed under this Agreement, provided such engagements do not violate Article IX;
- (c) The Contractor bears the financial risk of the engagement — the Contractor is compensated only for closed accounts and logged fulfillment hours, and bears all costs of performing services beyond those tools expressly provided by Prymo;
- (d) The Contractor provides the core tools of the trade (laptop and phone) at the Contractor's own expense, and Prymo's provision of supplementary software tools does not constitute behavioral control over the Contractor;
- (e) The Contractor's engagement is project-based and terminable at will by either Party, reflecting a market relationship rather than an employment relationship;
- (f) The Contractor has been advised of the right to consult independent legal and tax counsel regarding the classification of this engagement and has had a reasonable opportunity to do so prior to execution; and
- (g) The Contractor confirms, to the best of the Contractor's knowledge, that no prior non-compete, non-solicitation, or confidentiality obligation to any other party restricts the performance of services under this Agreement.

The Contractor acknowledges that these confirmations are material inducements to Prymo's willingness to enter into this Agreement, and that any misrepresentation regarding classification factors shall constitute a material breach.

ARTICLE III SCOPE OF SERVICES

3.01 Sales Role — Channel Partner Acquisition.

The Contractor's primary sales obligation is to identify, solicit, and close licensed business brokers and M&A advisors as Channel Partners in the Sponsorship Program. A successful close requires the Channel Partner to execute a Channel Partner Sponsorship Agreement with Prymo and Humanda™ and to make a first payment that clears to Prymo.

- (a) The Contractor shall use Prymo's CRM to track all sales activity, prospect communications, and account status for Channel Partners the Contractor is actively pursuing.
- (b) The Contractor shall represent the Sponsorship Program accurately and only using Prymo- and Humanda™-approved materials and terms.
- (c) The Contractor shall not make representations about financial results, lead volumes, or enrollment outcomes beyond what is expressly stated in Prymo-approved program documentation.
- (d) The Contractor shall not offer, negotiate, or agree to any terms, pricing, discounts, or modifications to the Sponsorship Program without prior written authorization from Prymo.

3.02 Fulfillment Role — Lead Generation Calling.

For each Closed CP, the Contractor assumes the Fulfillment Obligation beginning in the calendar month following the close. Fulfillment Services consist of:

- (a) Processing a minimum of 1,000 contact records per month per Closed CP using the Prymo-provided Dialer at a target pace of approximately 80 calls per hour;
- (b) Identifying qualified leads within the contact pool — being individuals who: (i) express interest in speaking with a business broker; (ii) are directed to complete the pre-call business valuation form through the ValuMate application (a third-party lead qualification tool); and (iii) are scheduled as confirmed, prepared appointments directly onto the Channel Partner's calendar;
- (c) Logging all call activity, dispositions, and scheduled appointments in the Prymo CRM on a same-day basis;
- (d) Reporting weekly to Prymo on fulfillment activity, including contacts processed, leads identified, and appointments booked; and
- (e) Maintaining professional conduct in all communications with leads, Channel Partners, and Enrollees, consistent with Prymo's brand standards.

The Contractor does not guarantee a minimum number of booked appointments per month. The Contractor's obligation is diligent, good-faith processing of the contact pool and delivery of all qualified leads identified thereby.

3.03 Onboarding Consultation.

At the time of each Channel Partner close, the Contractor shall facilitate a brief onboarding call or communication between the Channel Partner and Prymo's team to establish: (i) the Channel Partner's target client profile (industry, geography, business size); (ii) calendar availability for appointment bookings; and (iii) any specific outreach messaging preferences. This information drives the lead list targeting for that Channel Partner's calling campaign.

ARTICLE IV COMPENSATION — COMMISSION STRUCTURE

4.01 Commission Tiers.

The Contractor earns a Base Commission Rate on the Commission Base for each active Closed CP account. The Commission Base draws from two revenue sources: the Prymo marketing fee stream and the Humanda™ Platform License Fee stream. Both sources are combined into a single Commission Base, and commission is calculated and paid by Prymo as one consolidated payment. The rate scales with cumulative Closed CP count as follows:

Tier	Qualification	Base Commission	FQ3C Bonus	Total
Tier 1	0–2 closed CPs	5%	+5% if certified	5–10%
Tier 2	3–4 closed CPs	8%	+5% if certified	8–13%
Tier 3	5+ closed CPs	10%	+5% if certified	10–15%

Tier advancement is permanent and cumulative. Once a Contractor reaches Tier 2 (3 Closed CPs), the 8% rate applies to all active Closed CP accounts, including those closed at Tier 1. Tiers are not retroactively reduced if a Closed CP churns. Churn reduces the Contractor's active account count but does not reduce the Tier already achieved.

4.02 FQ3C Certification Bonus.

A Contractor who pays for and completes the FQ3C Certified Implementor program in full earns an additional five percent (5%) bonus commission on top of the applicable Base Commission Rate. This bonus applies to all active Closed CP accounts from the date of certification confirmation by Humanda™. The FQ3C Certification Bonus is not retroactive to months preceding certification. The Contractor is responsible for the cost of the FQ3C Certification program and may not offset that cost against commissions earned under this Agreement.

4.03 Commission Timing and Payment.

- (a) Commission is earned thirty (30) days following the close of each Closed CP — meaning thirty (30) days after the Channel Partner's first payment has cleared to Prymo.
- (b) Thereafter, commission is earned monthly, contingent on Prymo's receipt of the Channel Partner's monthly payment and confirmation that no refund has been issued or requested.
- (c) Commission is paid to the Contractor within fifteen (15) days following the end of each calendar month in which it was earned.
- (d) Commission is paid only on amounts actually received and retained by Prymo. If a payment is reversed, charged back, or refunded for any reason, the corresponding commission is not earned and, if already paid, is subject to clawback under Section 4.06.

4.04 Commission on Fulfillment Hours — Priority of Payment.

Each month, compensation to the Contractor is applied in the following priority order:

1. Commission is calculated and applied first, based on the Commission Base for all active Closed CP accounts.
2. Fulfillment hourly compensation is applied second, calculated as actual hours worked multiplied by the Fulfillment Hourly Rate, capped at the Fulfillment Hours Cap (16 hours × \$15.00 = maximum \$240.00 per Closed CP per month).

Both streams are paid in the same monthly disbursement. The sequencing reflects priority of calculation, not timing of payment. If the Contractor works fewer than 16 hours in a month for a given Closed CP, the Contractor is compensated only for hours actually logged in the CRM. The Contractor may use remaining time to pursue new Channel Partner sales without any reduction in hourly compensation for that account.

4.05 Commission Cessation.

Commission for a given Closed CP account ceases upon the occurrence of any of the following:

- (a) The Channel Partner cancels or fails to pay under the Channel Partner Sponsorship Agreement and no payment is received by Prymo for that month;
- (b) A refund is issued to the Channel Partner, in which case commission for the refunded period is not earned and is subject to clawback;
- (c) The Channel Partner's Sponsorship Window expires and no renewal or post-maturity agreement is executed;
- (d) The Contractor forfeits the Closed CP account under Section 6.03 (Fulfillment Default); or
- (e) This Agreement is terminated for any reason.

For the avoidance of doubt: if a Channel Partner requests a refund and Prymo's CRM records show fewer than two hundred (200) contact attempts logged by the Contractor for that Channel Partner in the relevant calendar month, Prymo may determine on that objective basis that Fulfillment Services were not substantively rendered, and may issue the refund with no commission owed for that period. If Prymo's CRM records show two hundred (200) or more contact attempts logged for that Channel Partner in the relevant period, Prymo shall treat Fulfillment Services as having been rendered, may decline to issue the refund, and commission continues to be payable for that period. The Contractor may dispute any such determination through the statement dispute process in Section 5.04.

4.06 Clawback.

Prymo reserves the right to recover previously paid commissions determined to be ineligible, subject to the following limitations: (a) no clawback may be initiated more than one hundred eighty (180) days after the date the commission was originally paid; (b) the amount of any clawback shall not exceed the specific commission payment that was incorrectly calculated or paid — clawback may not be applied to unrelated future commissions beyond the amount of the error; (c) eligible clawback triggers are limited to: (i) a reversed or refunded Channel Partner payment; (ii) Contractor's material breach of this Agreement; or (iii) a demonstrable calculation error resulting in overpayment; (d) Prymo shall provide written notice of any clawback specifying the amount, basis, and supporting documentation; and (e) the Contractor shall have fifteen (15) days from receipt of a clawback notice to dispute it in writing. No deduction shall be made from future payments during the dispute period.

4.07 Dual-Source Commission — Prymo and Humanda™ Revenue Streams.

The Commission Base is drawn from two distinct revenue streams, each generated by a different company within the same ownership group:

- (a) **Prymo Stream:** Prymo LLC collects monthly marketing fees directly from Channel Partners under the Channel Partner Sponsorship Agreement. The Contractor earns commission on these fees at the applicable Base Commission Rate. This stream is active for as long as the Channel Partner's Sponsorship Window is open and marketing fees are being collected by Prymo.
- (b) **Humanda™ Stream:** Humanda LLC collects monthly Platform License Fees from Enrollees directly under each Enrollee's Platform License Agreement. Prymo receives these fee amounts from Humanda™ under a separate inter-company agreement and includes them in the Contractor's Commission Base calculation. The Contractor earns commission on the Humanda™ Stream at the same applicable Base Commission Rate. This stream is active for as long as: (i) the Channel Partner's Sponsorship Window is open; and (ii) Enrollees maintain active platform licenses with Humanda™.
- (c) **Sponsorship Window Limit:** Both streams terminate for commission purposes upon expiration of the applicable Channel Partner's Sponsorship Window. Post-maturity license revenue earned by Humanda™ from Enrollees is not included in the Commission Base after the Sponsorship Window ends. This limitation is intended to incentivize the Contractor to continuously acquire new Channel Partners rather than rely on passive post-maturity income.
- (d) **Single Disbursement:** Prymo acts as the single disbursing entity for all commission payments. The Contractor receives one consolidated payment per month that covers commission on both the Prymo Stream and the Humanda™ Stream. Separate payment requests, invoices, or direct payment demands to Humanda™ are not permitted and will not be honored.

- (e) Inter-Company Settlement and Contingency: The Humanda™ Stream component of the Commission Base is contingent on Prymo's receipt of the corresponding license fee amounts from Humanda™ under the inter-company arrangement between them. Prymo does not guarantee payment of the Humanda™ Stream if Humanda™ fails to remit the applicable amounts to Prymo. In the event Humanda™ delays or fails to pay Prymo for any period, the Commission Base for that period shall be calculated on the Prymo Stream only, and no commission on the Humanda™ Stream shall be owed until the funds are received by Prymo. Prymo shall notify the Contractor within five (5) business days of becoming aware of any material delay or non-payment by Humanda™ that will affect the Contractor's commission calculation.

This dual-source structure is designed to align the Contractor's economic interests with both the acquisition of Channel Partners (generating Prymo stream revenue) and the enrollment of Clients onto the Humanda™ platform (generating the Humanda™ stream). The Contractor benefits from both streams simultaneously for each Closed CP account, maximizing per-account income as Enrollees are added.

ARTICLE V COMMISSION BASE — BREAKPOINT MECHANICS

5.01 Commission Base Defined.

The Commission Base for any active Closed CP account in any given month is calculated as follows:

- (a) No Breakpoint (0 Enrollees): The Commission Base equals the Channel Partner's monthly marketing fee paid to Prymo only. No Humanda™ license revenue is included because no Enrollees are active.
- (b) Breakpoint Active (1 or more Enrollees): The Commission Base equals the sum of: (i) the Channel Partner's reduced monthly marketing fee paid to Prymo; plus (ii) the aggregate monthly Platform License Fees paid to Humanda™ by all active Enrollees attributed to that Channel Partner. This combined figure reflects the full economic value generated by that Channel Partner relationship.
- (c) Free Tier (BP5 in Phase 1 / BP6 in Phase 2): The Channel Partner pays \$0.00 in marketing fees. The Commission Base equals the aggregate monthly Platform License Fees of all active Enrollees only.

5.02 Phase 1 Commission Base by Breakpoint.

The following table illustrates the Commission Base and Tier 1 commission at each Phase 1 Breakpoint. Commission at higher Tiers is calculated by applying the applicable percentage to the same Commission Base.

BP	Enrollees	CP Pays Prymo	License Rev	Commission Base	@ 5% (Tier 1)
None	0	\$3,000/mo	\$0	\$3,000	\$150
BP1	1	\$3,000/mo	\$1,000	\$4,000	\$200
BP2	2	\$2,000/mo	\$2,000	\$4,000	\$200
BP3	3	\$1,250/mo	\$3,000	\$4,250	\$213
BP4	4	\$500/mo	\$4,000	\$4,500	\$225
BP5 — FREE	5	\$0	\$5,000	\$5,000	\$250

Example: A Contractor at Tier 1 (5%) with a Phase 1 Closed CP at BP1 (1 Enrollee) earns: \$4,000 Commission Base × 5% = \$200/month commission, plus up to \$240/month in fulfillment hourly pay = \$440/month total, for 16 hours worked = \$27.50/hour effective rate.

5.03 Phase 2 Commission Base by Breakpoint.

The following table illustrates the Commission Base and Tier 1 commission at each Phase 2 Breakpoint.

BP	Enrollees	CP Pays Prymo	License Rev	Commission Base	@ 5% (Tier 1)
None	0	\$3,000/mo	\$0	\$3,000	\$150
BP1	1	\$3,000/mo	\$1,250	\$4,250	\$213
BP2	2	\$2,000/mo	\$2,500	\$4,500	\$225
BP3	3	\$1,500/mo	\$3,750	\$5,250	\$263

BP4	4	\$1,000/mo	\$5,000	\$6,000	\$300
BP5	5	\$500/mo	\$6,250	\$6,750	\$338
BP6 — FREE	6	\$0	\$7,500	\$7,500	\$375

Note: Phase 2 license fees are higher (\$1,250/Enrollee vs \$1,000), which increases the Commission Base at every Breakpoint level. The Contractor earns more per active Closed CP in Phase 2 than in Phase 1 for the same Breakpoint level.

5.04 Commission Base Verification.

Prymo shall provide the Contractor with a monthly commission statement showing: (i) each active Closed CP account; (ii) the applicable Phase and current Breakpoint for each account; (iii) the marketing fee received from each Channel Partner; (iv) the Enrollee license fee revenue attributable to each Channel Partner; (v) the calculated Commission Base; (vi) the applied commission percentage; and (vii) the resulting commission earned. The Contractor shall have fifteen (15) days from receipt of the statement to dispute any line item in writing. Upon receipt of a timely written dispute, Prymo shall respond within forty-five (45) days with either a corrected commission statement or a written explanation of the basis for the original calculation and supporting documentation. Disputed amounts shall be held by Prymo pending resolution and shall not be included in any clawback deduction during the dispute period. Following resolution of a dispute, any amounts determined to be owed to the Contractor shall be paid within twenty-five (25) business days of resolution.

ARTICLE VI FULFILLMENT OBLIGATIONS AND DEFAULT

6.01 Fulfillment Commencement.

The Contractor's Fulfillment Obligation for a given Closed CP commences in the calendar month immediately following the month of close. The Contractor shall initiate calling activity for each Closed CP within the applicable calendar month, coordinating with the Channel Partner in advance to confirm the calling schedule. The Contractor's obligation is to complete the full 1,000-contact list within the calendar month; no specific start date is mandated.

6.02 Fulfillment Standards.

- (a) The Contractor shall process a minimum of 1,000 contact records per month per Closed CP using the Prymo-provided Dialer.
- (b) The Contractor shall log all call activity in the Prymo CRM on a same-day basis. Calls not logged in the CRM are deemed not to have occurred for purposes of verifying fulfillment activity.
- (c) The Contractor shall maintain a professional, courteous, and accurate tone in all outbound calls, consistent with Prymo's brand standards and all applicable telemarketing and consumer protection laws.
- (d) The Contractor shall comply with all TCPA, FCC, and state-level calling compliance requirements, including Do-Not-Call obligations, in the conduct of all Fulfillment Services.
- (e) The Contractor shall not make representations to prospects about the Humanda™ platform, Channel Partner, or Sponsorship Program beyond what is expressly authorized in Prymo's approved call scripts and materials.

6.03 Fulfillment Default and Client Forfeiture.

The Contractor is solely and entirely responsible for the Fulfillment Obligation for each of the Contractor's Closed CP accounts. The following provisions govern fulfillment default:

- (a) The Contractor has thirty (30) days from the first date of any failure to perform Fulfillment Services for a given Closed CP (the "Cure Period") to either: (i) resume fulfillment personally; or (ii) arrange for a qualified substitute to perform fulfillment at the Contractor's own expense, with advance written notice to Prymo. Any substitute must be approved by Prymo in writing before commencing any calling activity.
- (b) If the Contractor fails to cure within the Cure Period, the Closed CP account is immediately forfeited to Prymo. Upon forfeiture: (i) all commission rights for that account terminate permanently; (ii) Prymo assumes fulfillment responsibility for the account and retains 100% of all associated commission going forward; and (iii) the account is no longer counted toward the Contractor's cumulative Closed CP count for Tier advancement purposes.
- (c) Any damage to the business relationship between Prymo, Humanda™, and the Channel Partner or its Enrollees arising from the Contractor's fulfillment failure — including client churn, reputational harm, contractual penalties, or loss of platform revenue — shall be recoverable by Prymo and Humanda™ from the Contractor as compensatory damages. Prymo and Humanda™ reserve the right to pursue all available legal remedies, including injunctive relief, for fulfillment-related damages.
- (d) Time is of the essence with respect to Fulfillment Obligations. A delay in fulfillment that causes a Channel Partner to request a cancellation or refund will be treated as a fulfillment failure under this Section, triggering the Cure Period regardless of whether the Contractor claims the delay was minor or temporary.

6.04 Fulfillment Compensation Cap.

Prymo compensates the Contractor for Fulfillment Services at the Fulfillment Hourly Rate, subject to the Fulfillment Hours Cap of sixteen (16) hours per Closed CP per calendar month. The total maximum hourly compensation per Closed CP per month is \$240.00 (16 hours × \$15.00). Hours worked in excess of the Fulfillment Hours Cap are not compensated by Prymo. The Contractor accepts this cap as a condition of engagement and shall not submit invoices or claims for hourly compensation exceeding the Fulfillment Hours Cap.

ARTICLE VII FQ3C CERTIFICATION PROGRAM

7.01 Certification Overview.

The FQ3C Certified Implementor program is an optional professional development program offered by Humanda LLC or its designee. Completion of and full payment for the FQ3C Certification entitles the Contractor to the five percent (5%) FQ3C Certification Bonus Commission described in Section 4.02.

7.02 Contractor Responsibility.

The Contractor is responsible for the full cost of the FQ3C Certification program. Prymo does not subsidize, finance, or reimburse FQ3C Certification costs under this Agreement. The Contractor may not set off or deduct FQ3C Certification costs against commissions or any other amounts payable by Prymo.

7.03 Certification Confirmation.

The FQ3C Certification Bonus becomes effective only upon written confirmation from Humanda™ that the Contractor has completed the program and all associated payments in full. The Contractor shall provide Prymo with a copy of such confirmation. The Bonus applies prospectively from the date of confirmation and is not retroactive.

ARTICLE VIII INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.01 Prymo and Humanda™ IP.

All materials, scripts, lead lists, CRM data, platform access credentials, training content, and proprietary methodologies provided by Prymo or Humanda™ to the Contractor are the exclusive property of the respective providing party. The Contractor receives a limited, non-exclusive, non-transferable license to use such materials solely for the purpose of performing services under this Agreement. This license terminates immediately upon termination of this Agreement.

8.02 Work Product.

All work product created by the Contractor specifically for Prymo's Sponsorship Program using Prymo's Confidential Information, tools, or systems — including call recordings made through the Prymo Dialer, CRM notes and activity logs, appointment records, and any sales or fulfillment materials developed specifically for the Sponsorship Program — is the sole and exclusive property of Prymo upon creation. The Contractor hereby assigns all right, title, and interest in such work product to Prymo and agrees to execute any further documentation reasonably required to perfect such assignment. This assignment does not apply to: (i) the Contractor's pre-existing sales methodologies, prospecting frameworks, or communication approaches developed independently of and prior to this engagement; or (ii) general professional skills, knowledge, or techniques acquired by the Contractor in the course of performing services, which remain the Contractor's own.

"Confidential Information" means any and all non-public information disclosed in connection with this Agreement by 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), or any other current or future client, partner, sponsor, or affiliated entity of Prymo (collectively, the "Protected Parties"), including without limitation: trade secrets; business methods; the Channel Wedge program model and Sponsorship Program structure; financial models; pricing and revenue data; platform mechanics; FQ3C program curriculum and methodology; sponsor economics; program monetization structures; marketing strategies; client lists; Enrollee identities; and all information relating to the inner workings of any program operated by or for a Protected Party. Confidential Information belonging to Humanda LLC, FQ3C, and other Protected Parties is protected under this Agreement to the same degree as Confidential Information belonging to Prymo. Confidential Information does not include information that is publicly available through no breach of this Agreement, was already known prior to disclosure, is independently developed without use of Protected Party information, or is legally required to be disclosed with appropriate notice.

8.03 Confidentiality.

The Contractor shall hold all Confidential Information of Prymo and Humanda™ — including lead lists, client identities, pricing structures, commission rates, program mechanics, and platform architecture — in strict confidence during and after the term of this Agreement. The Contractor shall not disclose any Confidential Information to any third party without the prior written consent of Prymo. This obligation survives termination of this Agreement indefinitely.

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 herein with full standing to enforce them directly. 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.

8.04 Non-Disclosure of Terms.

The Contractor shall not disclose the existence, terms, or compensation structure of this Agreement to any other person, including other Contractors, without Prymo's prior written consent.

ARTICLE IX NON-COMPETE AND NON-SOLICITATION

9.01 Non-Compete.

During the term of this Agreement and for a period of six (6) months following its termination for any reason (the "Restricted Period"), the Contractor shall not use the Confidential Information of any Protected Party to, directly or indirectly:

- (a) Provide sales, marketing, or fulfillment services to any company whose primary business is outbound lead generation marketing for M&A business brokers;
- (b) Work for, consult with, or provide services to any behavioral analytics platform, virtual data room provider, or human capital software company that directly competes with Humanda™'s B-VDR product; or
- (c) Establish, operate, or have a material financial interest in any business that replicates or is substantially similar to the Channel Partner Sponsorship Program described herein.

The geographic scope of this non-compete is nationwide (United States), which the Parties agree is appropriate given the entirely remote and digital nature of the services performed and the fact that competition in this industry is not geographically bounded. Notwithstanding the foregoing, the restrictions in Sections 9.01(a) through (c) apply only to companies and activities with which the Contractor had direct involvement in the performance of services under this Agreement. As additional consideration for these restrictions, Prymo shall pay the Contractor a one-time post-termination non-compete payment equal to one (1) month's average commission earnings calculated over the Contractor's final three (3) active months, payable within thirty (30) days of termination. No post-termination payment is owed if this Agreement is terminated for cause under Section 11.03.

9.02 Non-Solicitation of Clients.

During the Restricted Period, the Contractor shall not, directly or indirectly, solicit, contact, or accept business from:

- (a) Any Channel Partner or prospective Channel Partner with whom the Contractor had contact in the performance of services under this Agreement; or
- (b) Any Enrollee or prospective Enrollee introduced to the Sponsorship Program through the Contractor's activities.

9.03 Non-Solicitation of Personnel.

During the Restricted Period, the Contractor shall not, directly or indirectly, solicit, recruit, hire, or encourage any employee, contractor, or agent of Prymo or Humanda™ to terminate their relationship with the respective company.

9.04 Reasonableness and Injunctive Relief.

The Contractor acknowledges that the restrictions in this Article IX are reasonable, necessary to protect the legitimate business interests of Prymo and Humanda™, and that any breach would cause immediate and irreparable harm for which monetary damages would be inadequate. Prymo and Humanda™ are entitled to seek immediate injunctive or other equitable relief for any actual or threatened breach of this Article without the requirement of posting a bond or proving actual damages, in addition to all other remedies available at law or in equity.

9.05 Severability of Restrictions.

If any restriction in this Article IX is found to be unenforceable as to scope, duration, or geography, the reviewing authority shall modify the restriction to the minimum extent necessary to make it enforceable. The remaining restrictions shall continue in full force and effect.

ARTICLE X REPRESENTATIONS AND WARRANTIES

10.01 Contractor Representations.

The Contractor represents and warrants that:

- (a) The Contractor has full authority to enter into and perform this Agreement and its execution does not violate any other agreement to which the Contractor is a party;
- (b) The Contractor is in compliance with all applicable federal, state, and local laws and regulations;
- (c) The Contractor does not have any existing non-compete, non-solicitation, or confidentiality obligation that would restrict the performance of services hereunder;
- (d) The Contractor will maintain all required business registrations, licenses, and permits during the term of this Agreement; and
- (e) All information provided by the Contractor to Prymo in connection with this Agreement is accurate and complete.

ARTICLE XI TERM AND TERMINATION

11.01 Term.

This Agreement commences on the Effective Date and continues until terminated by either Party pursuant to this Article XI.

11.02 Termination Without Cause.

Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. During the notice period, the Contractor shall continue performing Fulfillment Obligations for all active Closed CP accounts. Commissions earned through the notice period will be paid at the next regular disbursement date. Material Program Changes: If Prymo intends to discontinue the Humanda™ Channel Partner Sponsorship Program, materially reduce the commission rates applicable to active Contractors, or substantially change the terms of this Agreement in a manner adverse to active Contractors, Prymo shall provide not less than sixty (60) days' prior written notice to all affected Contractors. During the 60-day notice period, existing commission rates and terms remain in effect. This provision does not limit Prymo's right to terminate individual agreements for cause under Section 11.03.

11.03 Termination for Cause.

Prymo may terminate this Agreement immediately upon written notice for cause, including:

- (a) Material breach of any provision of this Agreement, including but not limited to fulfillment failure under Section 6.03;
- (b) Breach of the confidentiality provisions in Article VIII;
- (c) Fraud, misrepresentation, or dishonesty in the performance of services;
- (d) Conduct causing material harm to the reputation or client relationships of Prymo or Humanda™;
- (e) Violation of any applicable telemarketing, TCPA, or consumer protection law in the conduct of Fulfillment Services; or
- (f) Commencement of competing activity prohibited by Article IX.

11.04 Effect of Termination.

Upon termination for any reason: (a) all Closed CP accounts are immediately forfeited to Prymo; (b) all commission rights terminate as of the termination date, except for commissions already earned and not yet paid; (c) the Contractor shall immediately return or destroy all Prymo and Humanda™ Confidential Information; (d) all licenses to use Prymo-provided tools terminate; and (e) the restrictions in Articles VIII and IX survive pursuant to their terms.

ARTICLE XII LIMITATION OF LIABILITY AND INDEMNIFICATION

12.01 Limitation of Liability.

PRYMO'S TOTAL LIABILITY TO THE CONTRACTOR UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMMISSIONS AND HOURLY COMPENSATION EARNED BY THE CONTRACTOR IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL PRYMO BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS.

12.02 Contractor Indemnification.

The Contractor shall indemnify, defend, and hold harmless Prymo, Humanda™, FQ3C, and all other Protected Parties and their respective officers, directors, and agents from and against any claims, damages, losses, fines, penalties, and expenses (including attorneys' fees) arising out of or related to: (a) the Contractor's breach of this Agreement; (b) the Contractor's gross negligence or willful misconduct; (c) any violation of applicable law in the conduct of Fulfillment Services, including any TCPA or calling compliance violation; (d) any misrepresentation made by the Contractor to a Channel Partner, Enrollee, or prospect; or (e) the Contractor's fulfillment failure causing harm to a Channel Partner relationship.

ARTICLE XIII DISPUTE RESOLUTION

13.01 Good-Faith Negotiation.

The Parties shall first attempt to resolve any dispute through good-faith negotiation for thirty (30) days following written notice.

13.02 Binding Arbitration.

Disputes not resolved through negotiation shall be submitted to final and binding arbitration administered by the American Arbitration Association (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. The arbitrator's award is final and may be entered as a judgment in any court of competent jurisdiction.

13.03 Governing Law.

This Agreement is governed by the laws of the State of New Mexico, without regard to conflict-of-laws principles.

13.04 Equitable Relief Exception.

Notwithstanding Section 13.02, either Party may seek immediate injunctive or other equitable relief from a court of competent jurisdiction to prevent a breach or threatened breach of Articles VIII or IX without the obligation to first negotiate or arbitrate.

ARTICLE XIV RECRUITING OVERRIDE PROGRAM

14.01 Recruiting Override — Purpose and Structure.

The Contractor may earn a perpetual recruiting override commission by directly recruiting other individuals to become Sales Representative and Fulfillment Specialist contractors under agreements with Prymo. The override is designed to reward the Contractor for expanding Prymo's contractor network and to align the Contractor's long-term economic interest with the growth of the overall team.

14.02 Override Rate.

The Contractor earns a recruiting override of five percent (5%) of each directly recruited contractor's monthly commission earnings, calculated as follows:

- (a) **Override Base:** Five percent (5%) of the recruited contractor's total monthly commission earnings — meaning commissions paid to the recruited contractor on their Closed CP accounts from both the Prymo Stream and the Humanda™ Stream combined. The override is calculated on the recruited contractor's commission only and does not include any portion of the recruited contractor's fulfillment hourly earnings.
- (b) **Override Calculation Example:** If a recruited contractor earns \$800 in commission in a given month, the recruiting Contractor's override for that month is $\$800 \times 5\% = \40.00 . This applies to each active recruited contractor independently.
- (c) **Stacking:** If a Contractor has multiple directly recruited contractors active in the same month, the 5% override applies to each recruited contractor's commissions independently and is paid on all of them in the same monthly disbursement.

14.03 Direct Recruit Definition.

A "directly recruited" contractor is one who was personally introduced to Prymo by the Contractor and who signed an Independent Contractor Agreement with Prymo where the Contractor is designated as the recruiting source. Prymo must confirm the recruiting attribution in writing at the time the recruited contractor executes their agreement. Recruiting credit is not earned for contractors recruited by someone the Contractor recruited — only for contractors recruited directly by the Contractor. This is a single-level override, not a multi-level structure.

14.04 Override Duration.

The recruiting override is perpetual and continues for as long as both of the following conditions are met:

- (a) The recruiting Contractor remains active under this Agreement and has not been terminated for cause; and
- (b) The recruited contractor remains active under their own agreement with Prymo and is generating commission earnings in the applicable month.

The override terminates automatically and without further notice upon: (i) termination of the recruiting Contractor's Agreement for any reason; (ii) the recruited contractor ceasing to earn commissions; or (iii) the recruited contractor's agreement being terminated for cause. Termination of this Agreement for convenience by the recruiting Contractor eliminates all future override payments as of the termination date.

14.05 Override Payment.

Recruiting override payments are included in the Contractor's consolidated monthly disbursement from Prymo. Prymo shall include a line item in the monthly commission statement showing each recruited contractor, that contractor's monthly commission earned, and the resulting 5% override amount. The Contractor has fifteen (15) days to dispute any override calculation in writing.

14.06 No Pyramid Structure.

The recruiting override is a single-level arrangement only. The Contractor earns an override on contractors they directly recruit. Contractors recruited by those recruits do not generate an override for the original Contractor. Prymo does not operate a multi-level marketing or pyramid compensation structure, and nothing in this Article shall be construed to create one. Any arrangement or representation suggesting a multi-level structure is unauthorized and void.

14.07 Recruiting Conduct Standards.

The Contractor shall only recruit individuals who meet Prymo's then-current contractor qualification criteria. The Contractor shall not make representations about expected earnings, override income, or business opportunity to potential recruits beyond what is expressly stated in Prymo-approved recruiting materials. Any misrepresentation made by the

Contractor in the course of recruiting is a material breach of this Agreement and may result in immediate termination and forfeiture of all override rights.

14.08 Recruiter Designation — Contractor Election.

At the time of execution of this Agreement, the Contractor must complete the following Recruiter Designation to determine whether a recruiting override under Article XIV is applicable. The Contractor's election is binding and may not be changed after execution. If the Contractor does not complete this section, Prymo will treat the election as 'No Recruiter Designated' and no override will be paid.

INITIAL ONE OF THE FOLLOWING:

_____ I was directly recruited to this opportunity by the individual named below, and I hereby designate that individual as my recruiting party for purposes of the 5% override under Section 14.02. I understand this designation is irrevocable upon execution.

_____ I was NOT recruited by any current or former Prymo contractor, OR I elect NOT to designate a recruiting party. I understand that by making this election, no override will be paid to any third party based on my commissions, now or in the future.

IF DESIGNATING A RECRUITER — complete all fields below:

Recruiter Full Legal Name	_____
Recruiter Email Address	_____
Recruiter Phone Number	_____
Recruiter Prymo Contract Date (approx.)	_____
Recruiter City / State of Residence	_____
How were you recruited? (phone, email, referral, etc.)	_____

By signing this Agreement, the Contractor confirms that the information provided in this Recruiter Designation section is accurate and complete to the best of the Contractor's knowledge, and that the named recruiter directly introduced the Contractor to this opportunity. Prymo will use this information to attribute the recruiting override. Prymo reserves the right to request additional verification before activating an override, but shall not unreasonably deny a properly completed and documented designation.

ARTICLE XV GENERAL PROVISIONS

15.01 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

15.02 Amendment.

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

15.03 Severability.

If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. The remainder of the Agreement continues in full force.

15.04 Waiver.

No waiver is effective unless in writing. No waiver of a breach constitutes a waiver of future breaches.

15.05 Assignment.

The Contractor may not assign this Agreement or any rights hereunder without Prymo's prior written consent. Prymo may assign in connection with a merger or sale of substantially all of its assets.

15.06 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts. Electronic signatures are valid and binding to the same extent as original ink signatures.

15.07 Notices.

All notices shall be in writing and delivered by email with confirmed receipt or overnight courier to the addresses on the cover page.

15.08 Force Majeure.

Neither Party shall be liable for delays caused by circumstances beyond its reasonable control. If a force majeure event continues for more than sixty (60) days, either Party may terminate upon written notice.

ARTICLE XVI CALLER SCALE-UP PROGRAM

16.01 Purpose and Overview.

As a Contractor grows their portfolio of Closed CP accounts, self-fulfillment of calling obligations becomes a practical ceiling on the number of accounts they can sustain simultaneously. At sixteen (16) hours of calling per account per month, a Contractor working full-time can service approximately eleven to twelve (11-12) Closed CP accounts before time constraints limit further growth. The Caller Scale-Up Program allows a Contractor to engage a Prymo-hired, trained, and managed caller to assume Fulfillment Obligations on the Contractor's behalf, funded through a monthly deduction from the Contractor's commission earnings. This frees the Contractor's time to pursue new Channel Partner sales and scale their portfolio beyond the self-fulfillment ceiling.

16.02 Eligibility.

A Contractor may elect to participate in the Caller Scale-Up Program at any time after the Contractor has at least one (1) active Closed CP account. There is no minimum Tier requirement. However, the Contractor is strongly encouraged to review the economic illustration in Section 16.07 prior to enrolling, as the per-broker caller cost may exceed per-broker commission earnings at lower Tier and Breakpoint levels.

16.03 Prymo's Caller Obligations.

Upon the Contractor's written election to participate, Prymo shall:

- (a) Hire, train, and manage a caller on the Contractor's behalf. The caller is an employee or contractor of Prymo, not the Contractor. Prymo is the employer of record and retains full management authority over the caller, including hiring, discipline, scheduling, and termination;
- (b) Assign the caller to process the Contractor's account list(s) using the Prymo Dialer, working at a target pace of approximately eighty (80) calls per hour and completing each 1,000-contact list within sixteen (16) hours per month per account;
- (c) Guarantee completion of each account's 1,000-contact list within the sixteen (16) hour monthly cap. If Prymo's caller fails to complete the list within sixteen (16) hours in any calendar month through no fault of the Contractor, Prymo shall not charge the Contractor the caller cost for that account for that month;
- (d) Ensure the caller logs all call activity, lead dispositions, and scheduled appointments in the Prymo CRM on a same-day basis, applying the same fulfillment quality standards applicable to the Contractor under Section 6.02; and
- (e) Provide the Contractor with weekly activity reports showing contacts processed, qualified leads identified, and appointments booked for each account under caller coverage.

The caller may be shared across multiple Contractors' accounts where Prymo determines that scheduling and capacity permit. Prymo shall make reasonable efforts to ensure consistent caller assignment to minimize disruption to Channel Partner relationships, but does not guarantee dedicated caller assignment to any single Contractor.

16.04 Caller Cost and Deduction Structure.

The cost of the Prymo-provided caller is Thirty Dollars (\$30.00) per hour, capped at sixteen (16) hours per Closed CP account per calendar month, for a maximum caller cost of Four Hundred Eighty Dollars (\$480.00) per account per month. The caller cost is deducted on the following basis:

- (a) Deduction Timing: The caller cost deduction is applied after the Contractor's gross commission is calculated for the month. Commission is calculated first on the full Commission Base; the caller cost is then subtracted from the gross commission amount to arrive at the net payment due to the Contractor.
- (b) Hourly Compensation Offset: When a Prymo caller is covering a given Closed CP account, the Contractor does not perform Fulfillment Services for that account and therefore does not earn the Fulfillment Hourly Rate (\$15.00/hour) for that account. The Contractor's net economic cost of using the Prymo caller per account is therefore the caller deduction of \$480.00 minus the \$240.00 hourly pay the Contractor would otherwise have earned — a net additional cost of Two Hundred Forty Dollars (\$240.00) per account per month in exchange for sixteen (16) hours of freed capacity.
- (c) Deduction Priority: The caller cost deduction is applied per-account against the commission earned on that specific account. If the caller cost for a given account exceeds the commission earned on that account in a given month, the excess may be deducted from commission earned on other accounts in the same disbursement. If total caller costs across all of the Contractor's accounts exceed total commission earned across all accounts in any given month, the excess shall be absorbed by Prymo and shall not constitute a debt, obligation, or liability

of the Contractor. Prymo's sole remedy in such circumstance is to remove the Contractor from the Scale-Up Program per Section 16.06(d). Prymo strongly recommends that Contractors do not enroll in the Caller Scale-Up Program until they have reached a commission rate and Breakpoint level at which their per-account commission exceeds \$480.00 per month. At lower Tier and Breakpoint levels, the caller cost will exceed commission earnings and the Contractor will receive reduced net pay. Prymo is not liable for any shortfall arising from a Contractor's election to enroll at a Tier or Breakpoint level where caller costs exceed commission.

- (d) Actual Hours Only: If the caller completes the list in fewer than sixteen (16) hours in any month, the deduction is based on actual hours logged in the CRM, not the maximum cap.

16.05 Contractor's Ongoing Responsibilities.

Participation in the Caller Scale-Up Program does not transfer the Contractor's Fulfillment Obligation or account relationship responsibility. The Contractor remains solely responsible for:

- (a) The quality of the Channel Partner relationship and all direct communications with the Channel Partner regarding campaign performance, lead quality, and account status;
- (b) Providing Prymo with accurate and up-to-date target profile information for each account (industry, geography, client profile) at the start of each month to enable effective list targeting by the caller;
- (c) Monitoring CRM activity for each covered account and promptly notifying Prymo of any performance concerns with the caller; and
- (d) All obligations under this Agreement that are not specifically limited to the physical act of placing outbound calls, including account management, reporting, and compliance.

For the avoidance of doubt: if a Channel Partner relationship is damaged due to the Prymo caller's failure to meet the quality standards in Section 6.02, and that failure is documented in the CRM records, Prymo shall bear responsibility for that specific failure. If the damage arises from the Contractor's failure to provide adequate target information, manage the Channel Partner relationship, or monitor performance, the Contractor remains fully responsible under Section 6.03. In cases where both Prymo caller failure and the Contractor's account management failure contributed to the damage, liability shall be apportioned in proportion to each Party's contribution as evidenced by CRM records, and the Contractor shall not be held liable for the portion of damages directly and demonstrably attributable to the Prymo caller's failure.

16.06 Election, Modification, and Cancellation.

- (a) Election: The Contractor may elect to enroll in the Caller Scale-Up Program by submitting a Scale-Up Caller Request to Prymo via email with the subject line "Request for Scale Up Caller." The request must include the following information: (i) Contractor's full legal name and Prymo contractor ID or email address; (ii) the date of the request; (iii) the specific Closed CP accounts for which caller coverage is requested, identified by Channel Partner name and the month coverage is needed; (iv) the applicable Phase and current Breakpoint for each account; and (v) a confirmation that the Contractor has reviewed the economic illustration in Section 16.07 and understands the Caller Cost deduction structure. Prymo shall confirm enrollment and expected start date within ten (10) business days of receiving a complete and properly formatted request, subject to caller availability. Incomplete requests will be returned for correction and the ten (10) business day period will not commence until a complete request is received.
- (b) Adding Accounts: The Contractor may add additional Closed CP accounts to caller coverage at any time by written request, subject to caller availability at the time of the request.
- (c) Cancellation: The Contractor may cancel caller coverage for any or all accounts upon thirty (30) days' prior written notice to Prymo. During the notice period, the caller continues covering the account and the deduction continues to apply. Following cancellation, the Contractor resumes personal Fulfillment Obligations for the affected accounts no later than the first business day of the month following the end of the notice period.
- (d) Prymo Cancellation Right: Prymo reserves the right to discontinue the Caller Scale-Up Program or to remove a Contractor from the program upon thirty (30) days' written notice if: (i) the Contractor's commission earnings for any two (2) consecutive months are insufficient to cover the caller costs; (ii) Prymo is unable to maintain adequate caller staffing; or (iii) Prymo discontinues the program generally. In such event, the Contractor resumes personal Fulfillment Obligations as provided in Section 16.06(c).
- (e) Caller Cost on Forfeited Accounts: If a Contractor enrolled in the Caller Scale-Up Program forfeits a Closed CP account to Prymo under Section 6.03(b), the Caller Cost for that account continues to be charged to the Contractor for the remainder of the calendar month in which the forfeiture occurs. The Caller Cost is deducted from the Contractor's commission disbursement for that month. The Contractor receives no credit or offset for

Caller Costs paid on accounts subsequently forfeited, as the Prymo Caller continued performing Fulfillment Services in reliance on the Contractor's enrollment in the Scale-Up Program for that account.

16.07 Economic Illustration — Informed Consent Advisory.

The Contractor acknowledges reviewing the following economic illustration prior to electing the Caller Scale-Up Program. This illustration is provided for informational purposes and does not constitute a guarantee of earnings:

Caller cost per account: \$480.00/month ($\30×16 hrs). Hourly pay foregone: \$240.00/month ($\15×16 hrs).
Net additional cost per account: \$240.00/month in exchange for 16 freed hours.

Break-even Commission Base required per account at each Tier:

Tier 1 (5%): \$9,600 Commission Base required — approximately 9 Phase 1 Enrollees or 7-8 Phase 2 Enrollees per account. Caller option is generally not economically viable at Tier 1 for most Breakpoint levels.

Tier 2 (8%): \$6,000 Commission Base required — approximately 6 Phase 1 Enrollees or 4-5 Phase 2 Enrollees per account.

Tier 3 (10%): \$4,800 Commission Base required — approximately BP5 Phase 1 FREE tier (\$5,000 base) or BP4+ Phase 2. At Phase 2 BP6 FREE (\$7,500 base) the Contractor nets \$270.00/month after caller cost per account.

Tier 3 + FQ3C (15%): \$3,200 Commission Base required — achievable at BP4 Phase 1 or BP3+ Phase 2. At Phase 2 BP6 FREE, Contractor nets \$645.00/month after caller cost.

Portfolio scale example at Tier 3, Phase 2 BP6 FREE with 12 accounts under caller coverage: gross commission \$9,000/month — caller cost \$5,760 ($\480×12) = net \$3,240/month MRR with 192 hours freed per month to close new Channel Partners.

The Contractor acknowledges that the economic viability of the Caller Scale-Up Program is dependent on the Contractor's Tier, active Breakpoint levels, and Phase. The Contractor elects this program voluntarily and with full understanding of the cost structure as described above.

SIGNATURE PAGE

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

PRYMO LLC (Company):

Signature: _____

Printed Name: Shane Laufman, Authorized Representative

Date: _____

CONTRACTOR:

Signature: _____

Printed Name: _____

Date: _____

This Agreement has been prepared for execution purposes. Both Parties are encouraged to seek independent legal counsel prior to signing.
 Prymo LLC · Sales Representative & Fulfillment Specialist ICA · © 2026 · Confidential & Proprietary

SCHEDULE A — COMPENSATION SUMMARY

Component	Terms
Base Commission Rate — Tier 1	5% of Commission Base (0–2 Closed CPs)
Base Commission Rate — Tier 2	8% of Commission Base (3–4 Closed CPs)
Base Commission Rate — Tier 3	10% of Commission Base (5+ Closed CPs)
FQ3C Certification Bonus	Additional +5% on top of Base Rate (upon verified certification)
Commission Commencement	30 days after Channel Partner's first payment clears
Commission Frequency	Monthly, paid within 15 days after month end
Commission Base — No Breakpoint	Prymo marketing fees from Channel Partner (Prymo Stream)
Commission Base — Breakpoint Active	Prymo marketing fee + Humanda™ Enrollee license fees — both paid by Prymo in one check
Commission Cessation	On CP churn, refund, window expiry, forfeiture, or termination
Fulfillment Hourly Rate	\$15.00 per hour
Fulfillment Hours Cap	16 hours per Closed CP per month (max \$240/CP/month)
Payment Priority	Commission calculated first; hourly fulfillment second
Equipment — Contractor provides	Laptop and telephone (own expense)
Equipment — Prymo provides	Dialer, CRM, lead lists
Recruiting Override Rate	5% of recruited rep's monthly commission only (not hourly). Perpetual while both parties active. Single-level only. Example: 3 recruits each earning \$1,125/mo (Tier 3, 10% of \$11,250 Phase 2 BP6 base) = \$168.75/mo override (\$56.25 per recruit).
Caller Scale-Up Rate	\$30/hr × 16 hrs = \$480/broker/month deducted after commission. Hourly pay (\$240) not earned on covered accounts. Net cost: \$240/broker/month for 16 freed hours. Available at 1+ active Closed CPs. 30-day cancellation notice.
Form 1099-NEC	Issued for calendar years in which total compensation ≥ \$600