

PREMIER ONE AGENCY LLC – MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into by and between PREMIER ONE AGENCY LLC, a Texas limited liability company (“**Service Provider**”), and the entity or individual completing a Stripe Checkout for Service Provider’s services (“**Client**”).

Effective Date: The date on which Client completes a Stripe Checkout for any Service Provider plan or service.

1. Purpose and Structure

1.1 Master Agreement

This Agreement sets forth the general terms and conditions under which Service Provider provides marketing, advertising, consulting, automation, and related services (the “**Services**”).

1.2 Orders and Statements of Work

Each engagement between Service Provider and Client shall be formed when Client completes a Stripe Checkout for a Service Provider plan or service (each, an “**Order**”). The Stripe invoice, plan description, pricing, billing terms, and payment receipt associated with such Order, together with any Schedule to this Agreement applicable to the engagement, shall constitute the applicable Statement of Work (“**SOW**”) for purposes of this Agreement and define the Services, fees, performance-based or revenue-share compensation, and term of the engagement. Where an engagement is governed by a Schedule, that Schedule defines the engagement-specific service terms, performance-based fees, and related definitions that, by their nature, cannot be fully expressed in a Stripe Order.

1.3 Order of Precedence

In the event of a conflict, the applicable Stripe Order controls only as to pricing, billing, and scope; the applicable Schedule controls as to engagement-specific service terms, performance-based fees, and related definitions; otherwise, this Agreement governs.

2. Term and Termination

2.1 Term

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section.

2.2 Termination

Either Party may terminate an Order or this Agreement in accordance with the cancellation terms stated in the applicable Stripe Order or as otherwise stated in this Agreement. Where the applicable Stripe Order does not state cancellation terms, either Party may terminate that Order for convenience upon thirty (30) days' prior written notice given in accordance with Section 15, and all fees shall continue to accrue and remain payable through the end of that notice period. Section 2.4 governs the effect of termination.

2.3 Termination for Cause

Either Party may terminate immediately if the other materially breaches this Agreement and fails to cure within ten (10) days of written notice.

2.4 Effect of Termination

Upon termination:

- All accrued and outstanding fees remain due;
- No refunds shall be owed for services rendered or committed;
- All provisions intended to survive shall survive, including payment, IP, confidentiality, limitations of liability, indemnification, and dispute resolution.

3. Fees, Payment, and Billing

3.1 Fees

Fees, billing frequency, and any performance-based or revenue-share compensation are as stated in the applicable Stripe Order, invoice, and any applicable Schedule.

3.2 Authorization to Charge

Client authorizes Service Provider to charge all fees using the payment method on file, including recurring subscription billing via Stripe.

3.3 Late Payments

Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum allowed by Texas law.

3.4 Suspension for Non-Payment

Service Provider may suspend Services immediately if any payment is declined, disputed, or unpaid beyond five (5) days.

3.5 Taxes

Client is responsible for all applicable taxes arising from the Services.

4. Client Responsibilities

Client shall provide accurate information, approvals, credentials, and access required to perform the Services and is solely responsible for compliance with advertising laws, platform policies, and its own fulfillment and customer obligations.

5. Performance Disclaimer

Service Provider makes no guarantees regarding revenue, results, leads, or performance. Marketing outcomes are inherently uncertain.

6. Intellectual Property

Service Provider retains ownership of all pre-existing materials, frameworks, workflows, automations, and know-how. Client receives a limited, non-exclusive license to use deliverables for its internal business purposes only.

7. Confidentiality

Each Party agrees to protect the other's confidential information and use it only to perform under this Agreement.

8. Platform & Data Risk

Client acknowledges that Services rely on third-party platforms and that Service Provider is not liable for outages, suspensions, data loss, or policy changes.

9. Payment Disputes & Chargebacks

Client agrees to attempt good-faith resolution before initiating any chargeback. Fraudulent or abusive chargebacks constitute a material breach.

10. Non-Solicitation

Client agrees not to solicit or hire Service Provider's staff during the engagement and for twelve (12) months thereafter.

11. Indemnification

Client shall indemnify Service Provider against claims arising from Client's business, products, advertising, content, or violations of law. Service Provider shall indemnify Client for IP infringement caused solely by Service Provider-created materials.

12. Limitation of Liability

Service Provider's total liability shall not exceed the fees paid by Client in the thirty (30) days preceding the claim. Neither Party shall be liable for indirect or consequential damages.

13. Independent Contractor

Service Provider is an independent contractor.

14. Dispute Resolution

All disputes shall be resolved by binding arbitration in El Paso County, Texas, with class action and jury trial waived.

15. Notices

15.1 Addresses for Notice

Notices to Service Provider shall be sent to:

PREMIER ONE AGENCY LLC
1060 Diesel Dr, El Paso, TX 79907
legal@premierone.io

Notices to Client shall be sent to the email address Client provides at Stripe Checkout for the applicable Order, or to any other email or physical address Client designates by notice given under this Section. Client is responsible for providing a valid, monitored email address and for keeping its notice address current. Either Party may change its address for notice by giving notice under this Section.

15.2 Permitted Methods

Notices under this Agreement shall be in writing and delivered by (i) email to the applicable address stated in Section 15.1; (ii) nationally recognized overnight courier; or (iii) certified mail, return receipt requested. Routine operational communications, including the reporting of Qualified Contracts or comparable performance events under any Schedule and any related notice or correction, may be delivered by email or through the reporting system used in the engagement and are not required to follow this Section.

15.3 When Notice Is Effective

Notice is deemed given: (i) if by email, on the date sent, provided the sender does not receive an automated delivery-failure response, except that notice sent after 5:00 p.m. in the recipient's local time or on a day that is not a business day is deemed given on the next business day; (ii) if by overnight courier, one (1) business day after deposit with the courier; and (iii) if by certified mail, three (3) business days after deposit with the postal service. Any notice or cure period under this Agreement begins on the date notice is deemed given under this Section. A Party's failure to monitor its designated address for notice does not affect when notice is deemed given.

16. Governing Law

Texas law governs this Agreement.

17. Electronic Execution

This Agreement is entered into electronically. Client agrees that by completing a Stripe Checkout, accepting the Terms of Service at checkout, and submitting payment, Client has executed this Agreement and the applicable SOW (including any applicable Schedule) with the same legal effect as a handwritten signature.

18. Subcontractors

Service Provider may perform the Services through its own personnel or through contractors or subcontractors engaged by Service Provider. Service Provider remains responsible for the performance of the Services by, and for the acts and omissions of, any such personnel, contractor, or subcontractor in connection with the Services, and for their compliance with the confidentiality obligations of this Agreement. Where any contractor or subcontractor creates, receives, maintains, or transmits protected health information on behalf of Service Provider in connection with the Services, Service Provider shall ensure that such contractor or subcontractor agrees in writing to restrictions and conditions at least as restrictive as those applicable to Service Provider under the applicable Business Associate Agreement, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.504(e)(1)(i). Client's prior approval is not required for Service Provider's engagement of personnel, contractors, or subcontractors.

SCHEDULE A – HOME IMPROVEMENT & LOCAL SERVICES PERFORMANCE TERMS

A.1 Application

This Schedule A applies to engagements with residential home improvement and local services operators – including bath and kitchen remodeling, window and door replacement, roofing, HVAC, and comparable residential contracting businesses – as identified in the applicable Stripe Order. Engagements governed by this Schedule A are not medical billing engagements for purposes of Schedule B, and Schedule B does not apply to them. The terms of this Schedule govern the engagement-specific service terms, fees, and definitions described below and, as provided in Section 1.3, control over the Stripe Order as to such matters.

A.2 Fees

- **Monthly Retainer.** As set forth in the applicable Order, beginning in the first month of the engagement and recurring each month thereafter until terminated in accordance with the Agreement. The first month includes onboarding, campaign and funnel build, and launch.
- **Performance Fee.** As set forth in the applicable Order, calculated on the Fee Base defined in Section A.4 for each Qualified Contract (as defined in Section A.3), and charged in arrears in accordance with Section A.5.
- **Advertising Spend.** Client pays all advertising spend directly to the applicable advertising platform(s) (for example, Meta) using Client's own account and payment method. Advertising spend is not part of, and is in addition to, the fees payable to Service Provider under this Schedule.
- **Annual Adjustment.** Service Provider may adjust the Monthly Retainer once per twelve (12) month period, effective on the anniversary of the Effective Date, by no more than the increase in the Consumer Price Index for All Urban Consumers (CPI-U) over the preceding twelve months, upon not less than thirty (30) days' prior written notice given in accordance with Section 15.
- **Non-Refundable.** All fees are earned when paid and are non-refundable, in whole or in part, except as expressly provided in Section A.6.

A.3 Qualified Contract

A “**Qualified Contract**” means a written agreement between Client and a customer for the performance of services that satisfies all of the following: (i) the customer was first identified to Client through marketing campaigns actively managed by Service Provider for Client; (ii) the agreement was executed within ninety (90) days of the date that customer was first identified (the “**Attribution Window**”); (iii) any statutory right of cancellation or rescission applicable to the agreement has expired without the customer exercising it; and (iv) Client has substantially completed installation or performance of the contracted services.

A customer is “first identified” on the date the customer’s contact record is first received by Client or by a system operated by Service Provider on Client’s behalf. Where a customer executes more than one agreement with Client within the Attribution Window, each is a separate Qualified Contract. Change orders and additions executed after the original agreement are included in the Fee Base for the Qualified Contract to which they relate.

A.4 Fee Base

The “**Fee Base**” for each Qualified Contract is the total contract value, **less** any dealer fee, merchant discount, buy-down fee, or comparable amount deducted or withheld by a third-party consumer lender in connection with financing the transaction. Where the transaction is not financed, the Fee Base is the total contract value. Sales tax, permit fees, and amounts collected by Client on behalf of a third party and remitted in full are excluded from the Fee Base.

Transactions secured by the customer’s dwelling are excluded from the Fee Base and generate no Performance Fee. Client is responsible for identifying such transactions in its reporting under Section A.5.

A.5 Reporting, Charging, and Reporting Default

Client shall report Qualified Contracts to Service Provider **semi-monthly, by the 5th and the 20th of each month**, identifying for each: the customer, the date the customer was first identified, the date of contract execution, the date installation or performance was substantially completed, the total contract value, any lender deduction described in Section A.4, and whether the transaction was secured by the customer’s dwelling.

Consistent with Section 3.2, Client authorizes Service Provider to charge the Performance Fee to the payment method on file on the twentieth (20th) day of each month, for all Qualified Contracts reported since the prior charge, without further invoice. The Monthly Retainer is charged separately on Client’s recurring billing date.

Reporting default. If Client does not report by a reporting date, Service Provider may charge the Performance Fee for the affected period based on Service Provider’s own records of customers first identified through its campaigns that reached appointment or proposal stage, using the average contract value of Client’s previously reported Qualified Contracts, or where none exist, the average contract value stated in the applicable Order. Amounts charged under this paragraph are subject to true-up against Client’s subsequent reporting, and any overcharge will be credited against a subsequent charge.

Client shall maintain and, on reasonable request, make available records sufficient to verify the information reported under this Section, including lead source records in Client’s customer relationship management system.

A.6 Cancellation, Rescission, and Credits

Where a customer validly cancels or rescinds an agreement, or where Client cancels prior to substantial completion of installation, that agreement does not become a Qualified Contract and no Performance Fee is due. Where a Performance Fee has already been charged in respect of an agreement that is subsequently rescinded or voided, the amount will be credited against a subsequent charge.

Limitations. Credits under this Section apply only to agreements as to which Client gives Service Provider written notice within thirty (30) days of the cancellation or rescission, are limited to agreements executed within the preceding twelve (12) months, and shall not in the aggregate exceed the Performance Fees actually received by Service Provider under the applicable Order.

A.7 Client Compliance Certification

Client represents and warrants, as to each contract reported as a Qualified Contract, that Client and its personnel complied with all statutory requirements applicable to the transaction, including without limitation any home solicitation, door-to-door, or in-home sales statute; any required written notice of the customer's right to cancel; any required oral disclosure of that right; and any required delivery or retention of cancellation forms. For Texas transactions these include the requirements of Chapter 601 of the Texas Business and Commerce Code and the Federal Trade Commission's Cooling-Off Rule at 16 C.F.R. Part 429.

Service Provider has no role in, visibility into, or responsibility for the conduct of Client's in-home sales process. **A Performance Fee is earned notwithstanding any defect in Client's compliance with the requirements described in this Section**, and Client shall indemnify Service Provider against any claim arising from such non-compliance. This Section survives termination.

A.8 Client Operational Responsibilities

Client shall respond to leads promptly, maintain adequate sales and installation capacity to service the volume of leads generated, conduct its own sales, estimating, installation, warranty, and customer-service functions, and maintain a customer relationship management system capable of recording lead source. Service Provider is responsible for generating leads; Client is responsible for contacting, qualifying, selling, installing, and servicing them, and for all outcomes of those functions.

Client shall notify Service Provider of any change in its capacity to service leads, including changes in sales staffing, installation crews, or materials lead times, so that campaign volume may be adjusted.

A.9 Marketing Role and Scope

Service Provider's role under this Schedule is limited to creating and placing advertising, generating leads, and building and configuring marketing and automation systems for Client. Service Provider does not solicit, negotiate, or procure home improvement contracts, does not visit customer premises, does not present or negotiate pricing, and does not act as a salesperson, agent, or representative of Client under any statute governing home improvement salespersons. All advertising is published in Client's name, and all contact with prospective customers is conducted by Client's own personnel using Client's own name, telephone numbers, and email addresses.

A.10 Licensing, Advertising Content, and Substantiation

Licensing. Client represents and warrants that it holds every license, registration, and endorsement required to perform and to advertise the services promoted under this Schedule in each jurisdiction identified in the applicable Order, and shall provide the corresponding license numbers and registrant names to Service Provider before any advertising is published. Client acknowledges that certain jurisdictions require a license number to appear in advertising itself — including, for plumbing work in Texas, the license number of the responsible master plumber of record under 22 Tex. Admin. Code § 367.10 — and shall identify each such requirement applicable to it. Client shall promptly notify Service Provider of any change in licensing status.

Responsibility for claims. Client is solely responsible for the accuracy, substantiation, and legal compliance of all statements regarding its services, materials, workmanship, warranties, pricing, timeframes, credentials, and results, and shall review and approve advertising content prior to publication.

Substantiation. Client shall provide written substantiation for each objective claim before that claim is published, identifying the source and date of the supporting data. Service Provider will retain such substantiation together with the associated creative and publication dates. Where Client does not provide substantiation for a claim, the claim will not be used.

Offer restrictions. Client acknowledges that “free” offers are subject to frequency and duration limits under 16 C.F.R. § 251.1, that “model home” and comparable representations conditioning a discount on promotional use of the customer's property are restricted, and that certain jurisdictions restrict referral incentives. Offer calendars and geographic exclusions will be maintained accordingly.

Consumer financing. Where Client offers third-party consumer financing, Client is solely responsible for compliance with the Truth in Lending Act and Regulation Z, including disclosures triggered by advertising credit terms. Unless the applicable Order provides otherwise, advertising creative prepared under this Schedule will not state a monthly payment, annual percentage rate, term length, or comparable trigger term; such terms appear only on Client-approved landing pages carrying Client's required disclosures.

Platform policies. Advertising platforms restrict certain content and may assign campaigns to categories that limit targeting. Consistent with Section 8, Service Provider is not liable for ad disapprovals, account restrictions, suspensions, or content removals arising from platform policy or enforcement.

SCHEDULE B – MEDICAL BILLING & REVENUE CYCLE MANAGEMENT TERMS

B.1 Application

This Schedule B applies to medical billing and revenue cycle management engagements – including claim preparation and submission, payment posting, denial management, accounts receivable follow-up, patient billing support, and related revenue cycle services – as identified in the applicable Stripe Order. Engagements governed by this Schedule B are not marketing or advertising engagements for purposes of Schedule A, and Schedule A does not apply to them. The terms of this Schedule govern the engagement-specific service terms, fees, and definitions described below and, as provided in Section 1.3, control over the Stripe Order as to such matters.

B.2 Fees

- **Setup Fee.** A one-time onboarding fee as set forth in the applicable Order, due upon commencement of the engagement, covering implementation, system integration, payer setup, and transition. The Setup Fee is earned upon payment and is non-refundable.
- **Ongoing Service Fee.** As set forth in the applicable Order, which may be expressed as a percentage of Collections (as defined in Section B.8), a per-claim amount, a flat monthly amount, or a combination thereof, together with any monthly minimum stated in the Order. Ongoing Service Fees are invoiced on a periodic basis as described in Section B.8.
- **Accounts Receivable Recovery Fee.** Where the engagement includes recovery of aged or previously outstanding accounts receivable, a fee calculated as a percentage of amounts actually recovered, as set forth in the applicable Order. This fee applies only to amounts actually collected as a result of Service Provider's recovery efforts.
- **Advertising and Third-Party Costs.** Clearinghouse fees, practice management or billing software costs, and other third-party costs are the responsibility of Client unless expressly stated otherwise in the Order.
- **Non-Refundable.** All fees are earned when paid and are non-refundable, in whole or in part.

B.3 Scope of Services

Service Provider provides, coordinates, and manages medical billing and revenue cycle services on behalf of Client, which may include, as specified in the applicable Order: preparation and electronic submission of claims based on documentation and coding information provided or approved by Client; payment and remittance posting; denial identification, rework, and appeal; accounts receivable follow-up; patient statement and balance support; and periodic reporting. Service Provider may perform these Services directly or through subcontractors in accordance with Section 18. Service Provider does not guarantee any particular level of collections, reimbursement, or payer outcome; payment determinations are made solely by payers.

B.4 Clinical Documentation and Coding Responsibility

Client and its providers are solely responsible for the accuracy, completeness, and truthfulness of all clinical documentation and for all clinical and coding determinations underlying the claims submitted, including without limitation the selection and accuracy of diagnosis and procedure codes (including CPT, ICD-10, and HCPCS codes), the determination of medical necessity, the sufficiency of supporting documentation, and compliance with all applicable coding, billing, and payer rules. Service Provider prepares and submits claims based on the documentation, codes, and information provided or approved by Client and its providers, and does not independently establish medical necessity, render clinical judgments, or determine the appropriate clinical coding of services. Client is the party responsible, as between the parties, for the accuracy and legal compliance of the claims submitted on its behalf, and shall review and approve coding and documentation practices as necessary to ensure such compliance. Nothing in the Services shifts to Service Provider the clinical, coding, or regulatory responsibility that rests with Client as the licensed and treating party.

B.5 Client Responsibilities

Client shall provide accurate, complete, and timely clinical documentation and coding information; provide and maintain Service Provider's access to Client's practice management, electronic health record, clearinghouse, and payer systems as necessary to perform the Services; maintain its own provider licensure, credentialing, and payer enrollment; respond promptly to requests for information or clarification; and comply with all laws, regulations, and payer requirements applicable to its practice. Delays or inaccuracies in Client-provided information may affect the timeliness and outcome of claims, for which Service Provider is not responsible.

B.6 Regulatory Responsibility; No Legal or Clinical Advice

Client is solely responsible for all clinical, medical, and regulatory aspects of its practice, including provider licensure and supervision, credentialing and payer enrollment, medical recordkeeping, and compliance with all laws and professional-board requirements applicable to Client. Service Provider is a billing and revenue cycle services provider only; it is not a healthcare provider, does not practice medicine, does not provide medical, coding-compliance, or legal advice, and does not guarantee compliance outcomes, audit results, or payment. Client is responsible for obtaining its own legal and compliance advice regarding its billing practices.

B.7 Health Information and Business Associate Agreement

The Services under this Schedule B inherently involve the creation, receipt, maintenance, or transmission of protected health information on behalf of Client. Accordingly, the parties shall execute Service Provider's Business Associate Agreement (the "BAA") as a condition of the engagement, and the BAA is incorporated into the applicable SOW by reference and controls as to protected health information. Where Service Provider performs the Services through a subcontractor that creates, receives, maintains, or transmits protected health information, Section 18 applies and Service Provider shall ensure the subcontractor is bound by obligations at least as restrictive as those under the BAA.

B.8 Collections, Fee Calculation, and Reporting

“Collections” means amounts actually received during the applicable billing period in respect of claims and patient balances for Client, regardless of the date of service or the date a claim was submitted, except to the extent the Order expressly provides otherwise. Where the Ongoing Service Fee is expressed as a percentage of Collections, it is calculated on Collections received during the period. Service Provider will report Collections and associated Service Fees to Client on a periodic basis, and Client may review the reconciliation on which the fee calculation is based. Refunds, chargebacks, recoupments, and payer takebacks occurring after a fee has been invoiced may be credited against a subsequent invoice.