



WarmLeadNetwork LLC

Authorized Operator Contract

This Contract ("Agreement") is entered into as of [REDACTED], between:
Service Provider:

WarmLeadNetwork LLC

www.warmleadnetwork.com

Mailing address : 4937 Trail Ridge Ct, Nashville TN, 37207

(714) 451-6904

CEO: Emil Ghelmeci

Authorized Operator :

Full name: _____

Address : _____

Phone : _____

Email Address: _____

WHEREAS, Service Provider has developed expertise in creating and operating Ai digital data (lead) companies;

WHEREAS, Authorized Operator desires to obtain a fully operational digital data (lead) company utilizing Service Provider's expertise and systems, is granted the right to market, sell, and distribute products and services under the WarmLeadNetwork LLC brand, in accordance with the terms and conditions set forth in this agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:



1.Services Provided

Service Provider agrees to provide Authorized Operator with a fully operational digital data (lead) company, including but not limited to:

- **Website development and deployment**
- **Creation of social media presence**
- **Design and execution of online advertising campaigns**
- **Customer Relationship Management (CRM) system setup and maintenance**
- **Provision of call center and customer support services / sales team**
- **Facilitation of connections with high-ticket companies for service sales**
- **Facilitation to sell any Ai software that WarmLeadNetwork develops**

2. Funding

The Authorized Operator agrees to fund a total of \$[REDACTED] USD for the aforementioned Ai digital business asset. Payment shall be made by WIRE TRANSFER ([Amount] USD wire transfer fee paid by WarmLeadNetwork LLC.).

Payment shall be made as follows:

- Deposit on DATE of signing : [Date] - \$1000 USD
- Payment date : [Date] - _____
- Payment date : [Date] - _____
- Payment date : [Date] - _____
- Payment date : [Date] - _____



WIRE TRANSFER DETAILS

Wire Transfer Information

To facilitate wire transfers for business transactions, the Authorized Operator agrees to use the following details for sending payments to WarmLeadNetwork LLC:

Business Name: WarmLeadNetwork LLC

Business Address: 4937 Trail Ridge Ct, Nashville, TN 37207, USA

Bank Name: _____

Bank Address: _____

Account Number: _____

Routing Number (ABA Number): _____

3.Refund Policy

Refunds are contingent upon the following conditions:

•The Ai digital business asset does not meet the agreed-upon specifications and functionality. If the conditions specified above are not met (section #1) , the Authorized Operator is entitled to a refund. No other reasons for refund are permissible.

4.Profit Sharing

Upon completion and delivery of the Ai digital business asset to the Authorized Operator, the Authorized Operator agrees to pay Service Provider []% of profits generated from the business. For the purposes of this Agreement, “profits” shall be defined as the total revenue generated from the business, minus expenses for services rendered by WarmLeadNetwork LLC and marketing costs incurred by the Authorized Operator.

Expenses will be broken down as follows:

4.1.Expenses:

- **The marketing cost of the Authorized Operator.**
- **Expenses generated by WarmLeadNetwork LLC to provide and deliver services.**



4.2.Revenue Breakdown and Production Costs:

•Ai Customer Support

Revenue: \$10k - \$100k per sale

Production cost: 10%

- Business Funding

Revenue: \$1k - \$10k per sale

Production cost: 0%

- Lead Generation

Revenue: \$2k - \$5k per sale

Production cost: 25%

- Ai SEO Software

Revenue: \$100 per sale (recurring)

Production cost: 0%

- Affiliate Marketing Integration

Revenue: \$2k per sale

Production cost: 0%

- Google Ads Service

Revenue: 20% of total budget

Production cost: 0%

- Branding Service

Revenue: \$2k - \$5k per sale

Production cost: 0%

- WLN Business Membership

Revenue: \$299 - \$1110 per sale (recurring)

Production cost: 0%

4.3.Profit Calculation:

“Profits” are calculated as follows:

Total Revenue – Total Expenses = Profits.

Profits are defined as the amount remaining after deducting both the marketing costs of the Authorized Operator and the production costs of services provided by WarmLeadNetwork LLC.

4.4.New Products and Services:

Any new products or services introduced by WarmLeadNetwork LLC after the execution of this Agreement will be governed by the same terms as outlined in this section, including the relevant production cost as determined by WarmLeadNetwork LLC for each new offering.

4.5.Payment Terms:

Payment shall be made at the start of every month via a transfer method chosen by the Service Provider. Payment shall be made by WIRE TRANSFER or BTC Network.



5.Term

This Agreement shall commence on [REDACTED] and continue until all obligations herein have been fulfilled by both parties or terminated as provided herein. This contract shall commence on completion of deposit amount made on the signing date

6.Training and Support

Service Provider shall provide initial training and ongoing support to Authorized Operator and Authorized Operator-designated employees to ensure the effective operation of the Ai digital data company.

7.Authorized Operator Rights and Responsibilities

The Authorized Operator has the right to sell any WarmLeadNetwork LLC systems or software to businesses. This includes systems generated through advertisements run by the Authorized Operator and those brought in organically by the Authorized Operator. The Authorized Operator is also entitled to sell any new systems or software developed by WarmLeadNetwork LLC that are made available during the duration of the agreement. It is the responsibility of the Authorized Operator to monitor and manage the performance metrics of the business, ensuring adherence to the clear instructions and operational standards set by WarmLeadNetwork LLC. Failure to uphold these responsibilities may result in review and potential corrective measures by WarmLeadNetwork LLC

8.Right to Terminate

WarmLeadNetwork LLC reserves the right to terminate this contract if the Authorized Operator engages in activities that harm the reputation, intellectual property, or operational efficiency of the parent company. Such activities include, but are not limited to, misrepresentation of the brand, unauthorized sharing of proprietary systems or data, misuse of advertising funds, and violation of contract terms. Additionally, if the Authorized Operator repeatedly fails to meet agreed-upon operational or ethical standards, WarmLeadNetwork LLC may exercise its right to revoke the agreement.



9.Mandatory Training and Meetings

The Authorized Operator agrees to attend four mandatory training sessions spread out over one month to ensure they fully understand the business's operations. These sessions will be accompanied by assignments designed to prepare the Authorized Operator for successfully running their business. Once the business is operational, the Authorized Operator agrees to participate in biweekly meetings with WarmLeadNetwork LLC to review performance, receive updates, and address any concerns.

9.1 (Authorized Operator and Communication)

WarmLeadNetwork LLC will provide ongoing support to ensure the successful operation of the Authorized Operator business. This support is structured to provide consistent guidance, problem resolution, and business growth resources to enhance the Authorized Operator experience and profitability.

1.Dedicated Account Manager: The Authorized Operator will be assigned a dedicated account manager who will serve as the primary point of contact for any business inquiries. The account manager will offer personalized guidance in all aspects of the business operation, from business setup to troubleshooting day-to-day challenges. Authorized Operators can reach their account manager for assistance Monday to Friday, 11:00 AM to 6:00 PM EST.

2.Support Channels: In addition to their dedicated account manager, the Authorized Operator will have access to WarmLeadNetwork's central support team via multiple communication channels, including:

- **Email**
- **Phone support (during business hours)**
- **Live chat on the official WarmLeadNetwork portal**

3.Regular Check-ins: WarmLeadNetwork LLC will hold biweekly video or phone meetings with the Authorized Operator to review business performance, resolve any operational concerns, and discuss upcoming campaigns or new system features. These meetings will be integral for continuous learning and optimizing business operations to drive results.

4.Training Resources: Authorized Operators will be provided with access to an online training portal featuring resources on system use, marketing strategies, data collection methods, and business operations. Ongoing training sessions will also be available upon request to ensure the Authorized Operator knowledge remains up to date with any new tools, software upgrades, or compliance requirements.



5. Technical and Marketing Support: The Authorized Operator will have full access to WarmLeadNetwork LLC. technical support team for resolving issues related to system setups, website functioning, software, or CRM systems. Marketing-related support will be provided by experts familiar with digital advertising strategies to help maximize the effectiveness of ad campaigns.

6. Business Growth and Strategy Support: Apart from basic operational assistance, WarmLeadNetwork LLC will also offer strategic consultations for scaling and optimizing business growth. This includes discussions about lead generation, targeting the right audience, and introducing advanced software systems that could improve profitability.

7. Ongoing Communication on New Developments: The Authorized Operator will be kept informed about any significant updates or changes to the systems, software, marketing strategies, or legal compliance requirements that affect their operations. WarmLeadNetwork LLC will send out regular communications via newsletters, emails, or direct messages regarding business enhancements or policy updates.

10. Non-Competition Clause

10.1 Non-Competition and Confidentiality

The Authorized Operator agrees not to develop, operate, or invest in any competing system, business model, or software similar to WarmLeadNetwork LLC systems and offerings during the term of this Agreement and for a period of two years following termination. This clause ensures the protection of proprietary methods, technology, and brand integrity.

10.2 Confidentiality:

The Authorized Operator acknowledges and agrees that during the course of this Agreement, they may have access to confidential and proprietary information belonging to WarmLeadNetwork LLC, including but not limited to, business strategies, customer lists, marketing plans, financial data, trade secrets, software, and any other information not generally known to the public ("Confidential Information"). The Authorized Operator agrees to:

10.2 A .Non-Disclosure:

The Authorized Operator shall not, without the prior written consent of WarmLeadNetwork LLC, directly or indirectly disclose, publish, or otherwise make available to any third party, in any manner, any Confidential Information.

**10.2 B .Non-Use:**

The Authorized Operator agrees not to use any Confidential Information for their own benefit or for the benefit of any third party, other than in the course of performing their duties under this Agreement.

10.2 C .Duration of Confidentiality Obligation:

The obligations of confidentiality shall remain in effect during the term of this Agreement and for a period of two years following the termination or expiration of this Agreement, regardless of the reason for termination.

10.2 D .Protection of Confidential Information:

The Authorized Operator agrees to take all reasonable precautions to protect the confidential Information and prevent unauthorized disclosure, including taking measures as would be reasonable in the industry to prevent unauthorized access, use, or distribution.

10.2 E .Return of Confidential Information:

Upon the termination of this Agreement, the Authorized Operator agrees to immediately return or destroy all confidential Information, including all copies and electronic data, in their possession.

11.Authorized Operator Recruitment Royalties

The Authorized Operator is entitled to a recruitment incentive of 10% of the initial investment amount for any new Authorized Operator that joins WarmLeadNetwork LLC as a result of leads generated by the Authorized Operator advertisement campaigns or data. WarmLeadNetwork LLC will validate and confirm the recruitment sources. This royalty is structured as a one-time payment per new Authorized Operator and will be disbursed to the referring Authorized Operator within 30 days of the new Authorized Operator contract activation and payment confirmation.

12.Inspections and Audits

Service Provider shall have the right to inspect and audit Authorized Operator Ai digital business operations and records at any reasonable time to ensure compliance with this Agreement.



13. Advertising Costs

Authorized Operators agree to bear the full cost of all advertising and marketing campaigns. Service Provider will design and execute these campaigns, but all expenses related to advertising shall be the responsibility of the Authorized Operator

13.1 Operational Costs

- (a) WarmLeadNetwork LLC assumes full responsibility for all costs related to employees, software development, and any other operational expenses necessary for business operations.
- (b) The Authorized Operator bears no financial responsibility for operational costs.

13.2 Marketing Expenses

- (a) The Authorized Operator is solely responsible for all marketing expenses incurred to generate clients.
- (b) Any client data generated from the Authorized Operator marketing efforts is owned by the Authorized Operator.

13.3 SEO Costs and Ownership

- (a) SEO expenses fall under the Authorized Operator marketing costs and are intended to expand the visibility of the Authorized Operator store and services.
- (b) The Authorized Operator does **not** own the materials or web pages created for SEO purposes.
- (c) Backlinks associated with the Authorized Operator SEO efforts will be tracked through **SEO tracking systems**
- (d) Any customer data collected through SEO-driven traffic will be directly stored in the Authorized Operator CRM.

14. Termination

This Agreement may be terminated by Service Provider upon the occurrence of any of the following events:

- **Failure to pay any fees due under this Agreement such as deposit**
- **Breach of any material term of this Agreement**
- **Abandonment of the digital business (Abandonment is defined as failing to attend all mandatory meetings and consistently being unresponsive)**



15. Post-Termination Obligations

Upon termination or expiration of this Agreement, the Authorized Operator shall cease to use the systems provided by the Service Provider, return all proprietary materials, and comply with any post-termination obligations set forth herein.

16. Indemnification

Authorized Operator shall indemnify and hold Service Provider harmless from any and all claims, liabilities, losses, damages, and expenses arising out of or relating to the operation of the Ai digital data company.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of , without regard to its conflict of laws principles.

18. Authorized Operator Ownership and Transfer

The Authorized Operator retains the right to sell their LLC, representing their WarmLeadNetwork LLC brand, during the term of this agreement. However, the sale and transfer of ownership of the LLC must be preceded by approval from WarmLeadNetwork LLC. The new prospective owner must undergo comprehensive training provided by WarmLeadNetwork LLC to ensure they are fully equipped to uphold the operational standards, values, and processes established by the brand. The approval of the new Authorized Operator is contingent upon this successful training, ensuring consistency in the business model. Any sale or transfer that occurs without prior approval or proper training will be deemed invalid. Upon the approval and successful training of the new owner, the Authorized Operator will no longer hold any ownership or operational responsibilities unless agreed upon in writing by all parties involved.

19. Territory and Authorized Operator Limits

19.1 This agreement is expressly limited to the operations within the United States of America. The Authorized Operator acknowledges and agrees that this agreement does not grant any rights, privileges, or access to WarmLeadNetwork LLC . business offerings in the UAE, Singapore, or any other global markets outside of the United States. Each regional business, including those in the UAE and Singapore, is governed by separate terms, agreements, and conditions tailored to those specific territories.



19.2 As part of this agreement, the Authorized Operator is only authorized to collect, manage, and process data within the borders of the United States. Any data collection, sales, or marketing activities conducted outside of the United States, or any attempt to access the proprietary systems or offerings specific to the UAE or Singapore or any other location, would constitute a breach of this agreement. The Authorized Operator agrees to strictly adhere to these territorial boundaries to ensure the integrity of both the parent company's operations and the operational compliance across different regions.

20. Authorized Dealer Legal Entity Requirements

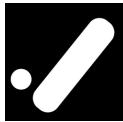
The Authorized Dealer acknowledges and agrees that, as a condition of operating under this Agreement, they must establish and maintain a legally registered limited liability company (LLC) or other approved business entity in their jurisdiction. This entity will serve as the authorized operator of the business and will be responsible for all business operations, financial obligations, and legal liabilities.

The Authorized Dealer's LLC shall operate independently from WarmLeadNetwork LLC, and all contracts, payments, and liabilities shall be the sole responsibility of the Authorized Dealer's LLC. WarmLeadNetwork LLC shall bear no liability for any debts, obligations, claims, or legal actions arising from the Authorized Dealer's operations.

The Authorized Dealer agrees to comply with all local, state, and federal laws governing the operation of their business entity and to maintain good standing with the appropriate regulatory authorities at all times.

20.1 Business Banking, Payment Processing & Financial Responsibility

- The Authorized Dealer must maintain a separate business bank account under their LLC for all transactions related to the business.
- All financial responsibilities, including taxes, payroll (if applicable), and operational expenses, are solely the responsibility of the Authorized Dealer.
- The Authorized Dealer may obtain their own payment processor to handle transactions for their business. However, WarmLeadNetwork LLC provides assistance and guidance in setting up a payment processing solution to ensure a seamless payment experience.



21.Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

Authorized Dealer Signature

By signing below, the Authorized Dealer confirms that they understand and agree to the terms and conditions outlined in this Agreement.

Authorized Dealer :