

# Service Provision Agreement with Talents

This Service Provision Agreement with Talents (the **Agreement**) defines principles and conditions on which the Company, NM FINANCE LTD, registration number: HE356399, legal address: Agia Zonis, 1, NICOLAOU PENTADROMOS CENTER, Floor 4, Flat 406 3026, Limassol, Cyprus, registers Talents and allows them to offer and provide services via Protocall. This Agreement is the Company's official public offer intended for eligible parties regarding the opportunity to become the Talent to offer and provide services to other Users via Protocall.

The Company and the Talent are hereinafter collectively referred to as the **Parties** and each of them as a **Party**.

## WHEREAS:-

The Talent wishes to receive the Service in order to provide their services to other Users of the Protocall;

The Company agrees and undertakes to facilitate the contracting between the Talent and other Users that wish to receive Talent's services; and

The Talent acknowledges having read, understood, and agreed to abide by this Agreement and General Terms of Service (the **Terms**) [\[LINK\]](#).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

## 1. DEFINITIONS

- 1.1. This Agreement uses the same definitions as the Terms, unless otherwise specified herein. The Agreement also employs some additional definitions:
  - 1.1.1. The **Active time** is the time that the Talent provides as her or his availability time.
  - 1.1.2. The **Hourly Rate** is a desirable amount of remuneration the Talent wishes to be paid for an hour of Talent Talk. The Hourly Rate shall be displayed at the Talent Profile and may be changed from time to time at the sole discretion of the Talent at the Protocall settings.
  - 1.1.3. The **Talent Profile** is the profile available to the Talent in addition to the personal profile in the Account.

## 2. VERIFICATION

- 2.1. The Talent acknowledges and accepts that they will be required to undergo a standard verification procedure performed by the third-party provider with whom the Company has concluded a contract (the **Sub-Processor**).
- 2.2. The Company does not store any data provided to the Sub-Processor during the verification procedure; however, the Company retains password-based access to and remains the controller of such data. Any and all data provided to the Sub-Processor will be processed and stored at the third-party provider's facilities and will be subject to its privacy terms and security standards.
- 2.3. The Company ensures that it selects any Sub-Processors very carefully to ensure the best service to its Users and high security standards. In order to fulfill this promise, the Company may change the Sub-Processors from time to time at its sole discretion.

In case such changes will affect the Users directly or significantly, the Company will inform you accordingly and beforehand.

- 2.4. The verification procedure pursues legitimate aim of ensuring safety, security, and integrity for the Users by minimizing the risk of fraud, money laundering, and other illegal activities.
- 2.5. Thus, your personal data is not disclosed to other Users, you are not obligated to indicate your real first and last name and/or username in your Account.

### 3. TALENT PROFILE

- 3.1. Talent registration is prohibited for Users that are citizens or residents of countries listed in Annex 1 of this Agreement.
- 3.2. The Talent can set the Hourly Rate as an amount of Balance per hour and select the Active time in the Talent Profile.
- 3.3. The Talent may choose and display their primary and secondary sphere of interest or spheres in which they wish to provide Talent Talks. This information will be displayed at the Talent Profile along with communication language preferences. Additionally, the Talent also has an option to record and display a short video (video preview) as, e.g., a self-presentation that can be viewed by all other Users.
- 3.4. The verified Users who have communicated with the Talent will be able to rate their satisfaction with conducted Talent Talk on a scale from 1 to 5. The accumulated average rating level will be displayed at the Talent's Profile. The average rating is calculated based on four elements: number of successful calls (35%), total duration of calls (25%), customer satisfaction scores (ratings received from the Users after conducted Talents Talks with each particular Talent) (20%), and overall Balance turnover per period (20%). Each element is calculated as follows: (actual successful calls / target successful calls) \* 10; (actual call duration / target call duration) \* 10; average customer satisfaction score \* 10; (actual Balance turnover / target Balance turnover) \* 10.<sup>1</sup> Targets are displayed at "Profile Rank" section of the Account and these can be changed from time to time. It is Talent's responsibility to track such changes in targets.
- 3.5. There are three rating levels: Junior; Specialist; and Expert. Current Talent's level is visible at "Profile Rank" section of the Account. Higher rating level allows the Talent to appear higher on the Talent list as well as leads to lower commissions on Talent Talks and payouts as provided in Schedule 1 of the Calling Balance Terms & Conditions (the **Calling Balance Terms**) [\[LINK\]](#).
- 3.6. The calculations are conducted automatically, the Company has no opportunity to interfere the calculations at any time.

### 4. PAYOUTS AND EARNINGS

- 4.1. In the Talent Settings, the Talent can access Reports & Analytics displaying relevant business metrics.
- 4.2. The Talent receives a remuneration for services provided in the form of Earnings Balance, deducted from the Client's Talking Balance. That means that at the end of each Talent Talk both Parties' Balances are corrected in accordance with time of a voice or video call and the Hourly Rate of the Talent. Additionally, the Company's commission applies to Talent Talks and it is written off the Talent's Earnings Balance after the respective Talent Talk.
- 4.3. The Talent can request a payout of the Earnings Balance once a month, and the funds shall arrive at the Talent's bank account within a month from the moment of such request being made.

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<sup>1</sup> "/" means "divided by" and "\*" means "multiplied by".

- 4.4. At the payout request of the Talent, accumulated Earnings Balance will be exchanged to the respective currency and transferred to the Talent using the provided banking details and chosen payment method. The Company's commission will be applied to every such transaction.
- 4.5. Detailed payment procedures are outlined in the "Withdrawal of Calling Balance" section of the Calling Balance Terms. All Company's commissions referred to in this section are provided in Schedule 1 of the Calling Balance Terms.
- 4.6. In case of the Talent Profile suspension or termination, the Talent will still be able to request a payout for a limited period of time as provided in Schedule 1 of the Terms.

## **5. INVOICING AND TAXATION**

- 5.1. Invoices for the provided Talent Talks are generated by the Protocall application automatically and are accessible in the respective section of the Talent Profile.
- 5.2. Talent acknowledges that any or all payouts for the Talent Talks may be subject to taxes applicable in the country of Talent's residency. It is your sole responsibility to check the applicable taxes and handling all tax-related matters associated with the services provided via the Protocall.
- 5.3. In case you may require any assistance in receiving the payouts reports or alike information necessary for you to abide the taxation requirement of your country, you may file a request to support team for respective documents and the Company will do its best to help you. Yet, please make sure that you know exact type or configuration of the documents you request as the Company does not provide tax consultation or tax assistance services.

## **6. TALENT-USER RELATIONSHIP**

- 6.1. The Company only provides a platform for communication and takes reasonable measures to secure the payment obligations of the User to the Talent.
- 6.2. The provision of Talent's services to the User is not part of and is not regulated by this Agreement. Terms of the service agreement must be negotiated by the Talent and the User themselves. However, the provisions of such service agreement shall not violate any terms, policies, and agreements entered into and agreed to by the Talent. This shall include, without limitations, Annex 2 of this Agreement and the "Acceptable Use" section of the Terms.
- 6.3. The Talent solely bears responsibility for the performance of service agreement.
- 6.4. In case of any disputes between the Talent and the User, the parties shall resolve such disputes in a manner agreed by them and not through the Company.

## **7. ACCEPTANCE AND COMPLIANCE TO THESE TERMS**

- 7.1. By registering the Talent Profile, the Talent acknowledges having read, understood, and agreed to this Agreement, the Terms, the Privacy Policy, and the Calling Balance Terms.
- 7.2. Any breach of this Agreement, the Terms, or the Calling Balance Terms may result in the suspension or termination of the Talent's Profile or the Account in general.

## **8. TERMINATION AND CHANGES**

- 8.1. The Company may terminate this Agreement due to breaches on behalf of the Talent as provided in clause 7.2.
- 8.2. The Talent may terminate this Agreement at any time and for any reason by turning off the Talent Profile in the Talent Settings and discontinuing the use of the Service. Note that after turning off your Talent Profile, you will be required to agree to this Agreement again in case you wish to register

- 8.3. In case of termination on behalf on any Party, all provisions of this Agreement which by their nature should survive termination shall remain applicable and in force, including, without limitation, the provisions on the Talent-User relationship, invoicing and taxation, dispute resolution, and governing law.
- 8.4. This Agreement may be amended at the sole discretion of the Company. In case of changes made by the Company to the Agreement, such changes shall be notified to you in a reasonable time before becoming effective. The continued use of the Service by you (any subsequent interaction with the Service) after the changes have taken effect signifies your consent with the changes to the Agreement. If you do not consent to the changes, you must turn off your Talent Profile and discontinue its use.

## **9. FINAL PROVISIONS**

- 9.1. All matters not expressly addressed in this Agreement, including but not limited to “Limitation of Liability”, “Applicable Law and Dispute Settlement”, and “Final Provisions”, shall be governed by and subject to the provisions outlined in the Terms.
- 9.2. The original language of this Agreement is English. Shall any discrepancies with translated versions of this Agreement arise, the English version shall prevail.
- 9.3. The titles in this Agreement are intended solely for the sake of ease of use and have no legal meaning.
- 9.4. This Agreement shall become effective in the moment of acceptance by the Talent (Effective Date).

## Annex 1

### List of internally prohibited jurisdictions for Talent registration

1	North Korea
2	Afghanistan
3	Iran
4	Myanmar
5	Russia
6	South Sudan
7	Sudan
8	Syria
9	Venezuela
10	Yemen
11	Zimbabwe
12	Palestine State
13	Kosovo
14	Mali
15	Nicaragua
16	Western Sahara
17	Cuba
18	Belarus
19	Central African Republic
20	Democratic Republic of the Congo
21	Iraq
22	Libya
23	Somalia
24	United States of America

## Annex 2

### The list of services that are prohibited from being provided/offered by a Talent

1. **Adult Services & Pornography** – NM Finance does not allow any exchange of adult oriented or pornographic materials and services.
2. **Fraud / Unlawful Use** – You may not use Protocol functionality for any unlawful purposes or to conduct illegal activities, such as:
  - a. Promoting prohibited or potentially dangerous goods (firearms, ammunition, drugs, and controlled substances), or encouraging others to make, use, or trade these goods;
  - b. Any level of sexual exploitation, abuse, or human trafficking;
  - c. Providing fake or misleading documents, including the creation of—or any kind of modification to—official documents such as IDs, passports, driver's licenses, bank statements, death or birth certificates, etc.;
  - d. Content which is related to glorification and/or incitement to violence, self-harm, or any other form of criminal and harmful behavior towards an individual, group, or animals;
  - e. The intention to create or promote the spread of fake news and disinformation;
  - f. Providing licensed professional services, e.g., legal counsel, financial or tax advice, etc.;
  - g. Attempts to hack or crack any system (accounts, profiles, networks, etc.) with the intent to obtain unauthorized access to sensitive personal and/or financial information of individuals, entities, or governmental institutions;
  - h. Creating or contributing to any information security hazard for individuals, entities, governmental institutions (DDOS attacks, doxxing, impersonation, distribution of malware, phishing and other hacking techniques, etc.).
3. **Misleading or Deceptive Services** (including but not limited to misrepresentation of qualifications or impersonation).
4. Services that involve **sharing personal information** of third parties.
5. Services which infringe on copyrights, trademarks, patents, or any other **intellectual property rights** of third parties.

Failure to adhere to these prohibitions may result in the immediate termination of the Talent Profile. The Company reserves the right to investigate and take appropriate action against any Talent found to be in violation of these prohibitions, including reporting illegal activities to relevant authorities.