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ORDER FORM

Client: Juggernaut Marketing	**Contact**: Melvin Mendoza
Address: 1144 River Road, Ewing NJ 08628	**Phone**: 9083921386
	E-Mail: melvin@juggernautmarketing.com
Services: Charm is a Go-To-Market Business Process Outsourcer (GTM BPO) company that will offer the Client sales export and lead generation services.	
Services Fees: $5,000 per month, payable in advance, subject to the terms of Section 9 herein. Furthermore, there shall be a commission agreement. Please refer to Section 9 for all terms related to payments and invoicing.	**Initial Service Term**: Three Months
Service Capacity: Services to be provided by Charm to Juggernaut Marketing, shall include Charm offering managed lead generation service to obtain and warm Leads for Juggernaut Marketing through automated direct outreach campaigns. This includes: - Setup of lead generation systems - Acquisition of Leads - Operation of lead generation system - Upkeep of lead generation systems - Sales assistance - Continued operational advisory	

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MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of 10/10/2024 (the "Effective Date"), by and between Charm, *registered as Didin Customer Service, LLC.* (*hereinafter referred as* "Charm") located at 1220 E. Henry St, Tempe, Arizona 85281, and Juggernaut Marketing LLC., (*hereinafter referred as "Juggernaut Marketing")* located at _____. Charm and Juggernaut Marketing are sometimes collectively referred to herein as the "Parties" and may be individually referred to as a "Party".

RECITALS

WHEREAS, Charm is a Go-To-Market Business Process Outsourcing (GTM BPO) company specializing in offering sales export, lead generation, and customer support services.

WHEREAS, Juggernaut Marketing is a Creative Agency that offers marketing and sales services to the roofing industry.

WHEREAS, The Parties wish to enter into this Agreement for the purpose of governing various services to be provided by Charm to Juggernaut Marketing, which shall include Charm offering lead generation service to obtain and warm Leads for Juggernaut Marketing through direct outreach campaigns (defined below).

WHEREAS, Juggernaut Marketing desires to engage Charm to provide the services described herein, and Charm desires to provide the services described herein, subject to the terms and conditions set forth below.

In consideration of the foregoing, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, covenant and agree as follows:

AGREEMENT

1. **Services:** The services to be provided by Charm include offering a Clay powered lead gen system with outbound efforts via email and LinkedIn campaigns promoting and/or advertising Juggernaut Marketing's goods and/or services ("Offers") for the purpose of generating and nurturing Leads for Juggernaut Marketing (each, a "Campaign"). As used herein, the term "Lead" shall mean a potential customer who has been contacted through LinkedIn and/or email, by the parties for the purpose of Juggernaut Marketing offering its goods and/or services to the Lead. Charm shall perform the services in a timely and workman-like manner. The services to be provided by Charm will be provided directly by Charm. The Parties shall work in good faith using commercially reasonable efforts to achieve all deadlines, goals, estimates, and costs set forth in this Agreement. In the event Juggernaut Marketing desires to change or expand any of the services or deliverables, or shorten any applicable timelines, a written agreement between the Parties will be signed prior to commencement of the work or change, and Charm reserves the right to charge all reasonable costs associated with such change. Any revisions will be made in writing and acknowledged by the other Party in writing.

2. **Charm's Representations and Warranties.** Charm represents and warrants that:

a. It has full power and authority to enter into this Agreement and the person executing the Agreement is doing so on behalf of Charm and has all power and authority to bind Charm to this

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Agreement;

b. Entering into and performance of this Agreement by Charm does not violate, conflict with, or result in a material default under any other contract or agreement to which Charm is a party, or by which it is bound;

c. The sources of Charm and its Partners (defined below), if any, by which Leads are delivered do not and shall not infringe, violate or misappropriate any third-party copyright, patent, trade secret, trademark, or other property right, nor display, publish or promote sexually explicit content, intolerance, violence or hate or constitute libel, defamation, invasion of privacy or the violation of any right of publicity of any third party; and

d. Its performance hereunder shall not violate any applicable international, foreign, federal, state or local law, rule, regulation, order or ordinance.

3. **Juggernaut Marketing Responsibilities:** Juggernaut Marketing represents and warrants that:

a) It has full power and authority to enter into this Agreement;

b) Entering into and performance of this Agreement by Juggernaut Marketing does not violate, conflict with, or result in a material default under any other contract or agreement to which Juggernaut Marketing is a party, or by which it is bound; and

c) Juggernaut Marketing has diligently undertaken all requisite measures to ascertain that the addresses furnished are serviceable, currently occupied, and maintain active occupancy.

4. **Content:**

a) All creative campaign assets, in any form or medium, including subject lines, email bodies, copy, documents, and scripts sent to leads, will be exclusively created by Charm.

b) Charm retains the right to request existing content and assets from Juggernaut Marketing to leverage in Juggernaut Marketing's campaigns.

c) To the extent Charm is authorized to use or display Content in the performance of the Services under the Agreement, Juggernaut Marketing grants to Charm a limited, non-exclusive, revocable, royalty-free right and license to use, display and reproduce Juggernaut Marketing's trademarks, service marks, logos, copyrights on its servers and in such media and collateral materials as authorized by Juggernaut Marketing in writing, all for the purpose of promoting Juggernaut Marketing's programs and services as herein contemplated. The license granted hereunder shall terminate upon the earlier of the termination of Charm's participation in the Campaign(s) or termination of this Agreement. Except for the limited license granted herein, Juggernaut Marketing retains all proprietary rights in and to all of its intellectual property. Charm's use of such property pursuant to the license herein granted shall inure to the benefit of Juggernaut Marketing; Charm retains no rights or interest in or to such property.

5. **Placement Positioning and Requirements:**

a) **General.** Charm shall comply with the placement positioning, display, editorial, use and conduct criteria set forth in this Agreement.

b) **Email.** Test Email and Content Rotations. Prior to the launching the outreach campaign, Charm must send a test materials to Juggernaut Marketing for revision and approval. Upon receipt of such notification, Juggernaut Marketing shall have a 24-hour window to raise any concerns or

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objections; failure to respond within this timeframe will be considered as approval of the changes. Notwithstanding the foregoing, Juggernaut Marketing reserves the right to review each email prior to every new email drop, whether or not email content was changed. Unless Juggernaut Marketing intervenes with additional changes within 24 hours of submission for revision, all "from" and subject lines, as well as other email content, will be automatically deemed approved by Juggernaut Marketing.

c) **Lead Verification.** In order for a prospect to be considered qualified as a lead, they must schedule a call directly with Juggernaut Marketing by Charm, as an affirmative action.

6. **Term and Termination:**

a) This Agreement shall be in effect as of the Effective Date and shall remain in effect until terminated pursuant to the terms of this Agreement. Either Party may terminate this Agreement at any time, without penalty, on not less than thirty (30) days' prior written notice. In addition, parties may terminate this Agreement and all related Campaigns immediately without penalty in the event of a material breach of this Agreement by Charm or Juggernaut Marketing.

b) Pursuant to the Provision 8a, the contract shall be effective for an initial onboarding period of one month, followed by a month-to-month work period, subject to reevaluation at any time. Upon the successful completion of the initial month,, the terms of this contract shall continue in force and effect until expressly terminated or modified by either party.

c) **Effect of Termination.** In the event that Juggernaut Marketing terminates this Agreement for cause due to a material breach by Charm, Juggernaut Marketing shall be required to pay any costs or service charges incurred prior to the effective date of termination for any active and/or pending Campaigns.

7. **Payment and Invoicing:** The compensation for services rendered under this contract, and as outlined in the Order Form, shall amount to $5,000 per month. There is no commission structure.

a) The monthly retainer fee of $5,000, and if applicable the commission, are to be paid within 30 days of receiving the invoice from Charm. Late payments will incur a 1.5% late fee on the total amount, comprising of the retainer and the commissions, for every additional 14 days beyond the due date.

b) Upon signing this contract, the retainer, for the first month only, will be paid within 7 days of executing this agreement.

8. **Confidentiality:** The parties mutually acknowledge that Charm retains full access to any data provided by Juggernaut Marketing. However, Juggernaut Marketing shall be granted unrestricted access and the ability to visualize and export all data at their discretion, as and when desired.

9. Furthermore, each Party may be given access to the other Party's Confidential Information during the course of this Agreement. As used herein, "Confidential Information" shall mean any information shared under this Agreement, whether or not such information is disclosed as confidential either orally or in writing, including without limitation: the terms of this Agreement; any Juggernaut Marketing, Partner, vendor or financial information; any marketing plans, services, or data; or any information that by its nature would reasonably be understood to be confidential. Notwithstanding the foregoing, Confidential Information shall not be considered any of the following:

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(i) information which becomes generally known to the public through no act or failure to act by receiving Party; (ii) information that was known by the receiving Party before receiving such information; (iii) information that is hereafter rightfully obtained by the receiving Party from a third party without breach of any obligation to the disclosing Party; (iv) information that is independently developed by the receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information; (v) Campaign Materials or Campaign Metrics (defined below); or (vi) Data which is not owned by the disclosing Party. Using at least the same degree of care for its own confidential and proprietary information but in any event no less than a commercially reasonable standard of care, the receiving Party shall have a duty to safeguard, keep confidential and secure, and prevent unauthorized use and disclosure of all Confidential Information it receives from disclosing Party hereunder. Excepting trade secrets, which shall be held confidential for an indefinite period of time or until such trade secret becomes public knowledge through no act or failure to act of receiving Party, the receiving Party shall safeguard all Confidential Information as required hereunder for a period of five (5) years from the date and time of disclosure. Receiving Party may disclose the Confidential Information to those staff, advisors and vendors who need to know such Confidential Information as is reasonably necessary for receiving Party to carry out its duties hereunder; provided that all such Parties are under an obligation of confidentiality at least as restrictive as that set forth herein. The receiving Party may also disclose the Confidential Information as required under applicable law or judicial or administrative order, provided that disclosing Party is notified with a reasonable time for disclosing Party, at its own expense, to make its own objections and protective orders. Except to the extent that Confidential Information is required for services continuing hereunder, at any time a disclosing Party may request in writing, and receiving Party shall promptly comply, that receiving Party return and destroy any or all of the disclosing Party's Confidential Information held hereunder.

10. **Non-Compete Clause:** Charm agrees that it shall not, directly or indirectly, utilize the leads provided by Juggernaut Marketing for the benefit of any competing companies, entities, or ventures. Charm shall refrain from engaging any of the Leads, provided by Juggernaut Marketing, that could result in a conflict of interest with Juggernaut Marketing's business interests or undermine Juggernaut Marketing's competitive advantage. This non-competing obligation shall remain in effect during the term of the contract and for a period of one year following its termination or expiration.

11. **Indemnification:** Both parties and its Partners shall defend, indemnify and hold harmless each other, and each of their respective agents, affiliates, subsidiaries, directors, officers, shareholders and employees from and against any and all actual or threatened demands, claims, debts, obligations, lawsuits, actions or proceeding, including all costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") relating to or arising out of either party's breach of this Agreement.

12. **Governing Law and Jurisdiction:** Any suit, action or proceeding seeking to enforce any provision of or matter arising out of this Agreement shall be brought exclusively in the State of Arizona, and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any suit, action or proceeding. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

13. **Severability:** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions

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contemplated hereby are consummated as originally contemplated to the greatest extent possible.

14. **Successors and Assigns:** Neither Party may assign this Agreement, in whole nor in part, without the other Party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may automatically assign its rights and obligations hereunder to: (a) any corporation or entity resulting from any merger, consolidation, or other reorganization of such Party; (b) any individual or entity to which such Party may transfer substantially all of the assets and business of such Party; or (c) any entity that controls, is controlled by, or is under common control with such Party, or of which such Party beneficially owns at least fifty percent (50%) of the equity interest therein. All the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

15. **Independent Contractors:** Charm will perform hereunder as an independent contractor of Juggernaut Marketing solely for the purpose of carrying out the provisions of this Agreement, and this Agreement will not be construed to create any partnership, joint venture, Juggernaut Marketing or employment relationship between Charm and Juggernaut Marketing.

16. **DNC Clause:** Both parties to this contract agree to comply with all applicable Do Not Call and Do Not Contact (DNC) regulations and guidelines.

a) DNC Registry Compliance: Each party shall regularly update and maintain their contact lists to ensure they do not contact individuals listed on any national or international Do Not Call or Contact registries.

b) DNC Request Handling: If an individual request to be added to a DNC list, both parties will promptly and without delay add the individual's number to their internal DNC list and refrain from contacting them for any future solicitation purposes.

c) Record Keeping: Each party will maintain accurate and complete records of all telemarketing, email, and outreach or solicitation activities, including DNC requests and their resolution, for a period as required by applicable laws and regulations.

d) Legal Requirements: Both parties acknowledge that compliance with all applicable DNC laws and regulations is mandatory and non-negotiable.

17. **Waiver and Remedies:** No term or provision hereof shall be deemed waived and no breach excused unless such waiver shall be in writing and signed by the Party claimed to have waived or consented. No course of dealing or failure of either Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

The Parties have executed this Agreement by their authorized representatives as of the Effective Date.

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Charm:

By: _____

Name:

Title:
Address:

Juggernaut Marketing:

By: Signed by: Melvin Mendoza F80513F4DF96469...

Name: Melvin Mendoza

Title: x
Address: 1144 River Road Ewing NJ 08628