

WHITE LABEL SERVICE AGREEMENT

Effective Date: March 11 2025

This **White Label Service Agreement** (the "**Agreement**") is entered into by and between:

- **Raise Rapidly, a brand of Globix Group Inc.**, a company registered in Ontario, Canada, with a principal place of business at **2275 Upper Middle Rd East, Suite 101, Oakville, ON L6H 0C3, Canada** ("**Raise Rapidly**"), and
- **Charm**, a company registered in the United States with a principal place of business at **1220 E. Henry St., Tempe, AZ 85281, US** ("**Charm**").

Raise Rapidly and Charm may each be referred to as a "**Party**" and collectively as the "**Parties**."

1. Purpose & Scope

Raise Rapidly and Charm are excited to collaborate to deliver high-quality **outreach and lead-generation services** on a **white-label basis**.

The intent of this agreement is to:

- a) **Ensure smooth collaboration and alignment** so we execute at a high level.
- b) **Clearly define branding, data handling, and market positioning.**
- c) **Protect both parties' interests** while setting the foundation for a strong, long-term relationship.
- d) **Provide a framework for potential future collaboration based on the successful development of our working relationship over time.**

This agreement is not meant to be restrictive but rather to provide clarity and structure for a **smooth partnership that benefits both businesses and clients while leaving the door open for deeper collaboration in the future.**

2. How We'll Work Together

2.1 Collaboration & Strategic Involvement

- Raise Rapidly will provide **strategic guidance, industry expertise, and high-level oversight** to maximize success.
- Charm will **execute outreach campaigns independently** while ensuring strategic alignment with Raise Rapidly.

2.2 Transparent Communication

- Charm will **invite Raise Rapidly to relevant discussions** related to:
 - Campaign strategy development
 - Adjustments to outreach processes
 - Client feedback reviews
 - Performance reporting and optimizations
- If a meeting is operational (execution-focused only), Charm will provide **summary updates** instead of requiring attendance.

2.3 Supporting Success Together

- The goal is to **work seamlessly as one team**, ensuring that campaigns are **executed at the highest level** while maintaining clarity in roles.
 - Raise Rapidly will provide insights, direction, and access to client interactions where beneficial.
 - Charm retains full control over execution, ensuring efficiency.
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3. Payment Structure & Terms

3.1 Payment Terms

- Raise Rapidly will pay Charm's invoices **in a reasonable time** in accordance with **Charm's payment guidance**.
- Any additional work outside of the agreed scope shall be **approved in advance** and billed separately.

3.2 Refunds

- **No refunds will be issued** unless both parties mutually agree that an extreme situation justifies a refund.

4. Branding, Testimonials & Public Representation

4.1 Branding & Ownership of Client Relationships

- Charm shall not market or promote its own brand or services to Raise Rapidly's clients unless explicitly approved in writing.
- All services provided by Charm shall be **branded as Raise Rapidly's offerings**, and Charm shall **not claim ownership of work performed under this agreement**.

4.2 Client Testimonials & Case Studies

- **Testimonials & Case Studies Generated Through This Partnership Belong to Raise Rapidly.**
 - Charm agrees that **any positive client feedback, success metrics, or case studies** arising from this collaboration may be used **exclusively by Raise Rapidly for marketing and business development purposes**.
 - Charm shall not use Raise Rapidly's client results or testimonials in its own marketing materials without written permission.
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5. Non-Competition & Market Protection

5.1 Ensuring Market Alignment

To maintain a **clear, fair, and collaborative market position**, Charm agrees that **during the term of this Agreement and for 6 months after termination**, it will not directly or indirectly provide similar services to businesses that **compete directly with Raise Rapidly in the capital-raising space**, including but not limited to:

- **Private Equity Firms**
- **Fund Managers & Investment Funds**
- **Syndicators & Real Estate Investment Firms**
- **Wealth Managers & Financial Advisors**
- **Venture Capital Firms**
- **Hedge Funds & Alternative Investment Groups**
- **Institutional Investors & Investment Banks**

5.2 No Workarounds or Indirect Competition

Charm shall not attempt to circumvent this agreement by:

- Offering services under a different name or through a third-party partner.
- Partnering with another firm to provide capital-raising services indirectly.

5.3 Prohibition on Soliciting Raise Rapidly's Clients or Leads

Under no circumstances shall Charm **directly or indirectly** solicit, market to, or provide services to any existing clients, leads, or prospects introduced to them through Raise Rapidly. This restriction applies **during the term of this Agreement and for 24 months following its termination**.

- Raise Rapidly's client list, prospect pipeline, and any leads generated under this Agreement remain the exclusive property of Raise Rapidly.
- Charm shall not engage in any outreach efforts targeting contacts obtained through this partnership unless explicitly authorized in writing by Raise Rapidly.

5.4 Flexible Exit Clause for Non-Compete

- If Charm wishes to **enter this space after our collaboration**, they may request a **negotiated release from the non-compete**, ensuring fairness for both parties.
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6. Compliance & Liability Protections

- Charm **is not a financial advisory firm** and shall not represent itself as such.
 - Raise Rapidly is **not liable for regulatory breaches, messaging errors, or non-compliance issues** resulting from Charm's outreach campaigns.
 - Charm agrees to **indemnify, defend, and hold harmless Raise Rapidly** against any claims, penalties, or legal actions arising from its execution of services.
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7. Force Majeure

Neither party shall be liable for any delay or failure in performance due to circumstances beyond their reasonable control, including but not limited to:

- Acts of God (e.g., natural disasters, severe weather, earthquakes, floods)
- Government actions, laws, or regulations
- Cyberattacks, internet disruptions, or infrastructure failures
- Pandemics, epidemics, or public health crises
- War, riots, civil unrest, labor strikes, or terrorism

If an event of Force Majeure occurs:

1. The affected party shall **notify the other party as soon as possible**.
 2. Both parties shall **work in good faith** to minimize disruption.
 3. If performance is **delayed beyond 30 days**, either party may **terminate the agreement without penalty**.
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8. Termination Clause

Either Party may terminate this Agreement with 30 days' written notice. In the event of termination, the following obligations must be fulfilled:

- All active campaigns must be completed or transitioned smoothly. Charm will ensure that any outreach, lead-generation, or communication sequences in progress are properly concluded to avoid disruptions for Raise Rapidly's clients.
- Existing client obligations must be honored. Any campaigns or deliverables that have been pre-paid or are mid-execution shall be completed unless otherwise agreed upon.
- Data and materials transfer. Upon termination, Charm shall provide Raise Rapidly with any relevant client data, reports, or assets created under the partnership to ensure continuity.
- Final reconciliation of payments. Any outstanding payments owed to either party shall be settled in accordance with the payment terms.
- Survival of obligations. The confidentiality and non-compete obligations outlined in this Agreement shall remain in effect for the specified duration post-termination.

9. Performance Expectations & Service Level Agreements (SLAs)

The following performance expectations represent the minimum standard required under this Agreement to ensure effective execution. However, both Parties acknowledge that there may be opportunities to optimize performance further. As such, Raise Rapidly and Charm agree to maintain open communication and collaboratively define optimal benchmarks that align with mutual goals and evolving business needs.

9.1 Campaign Execution & Strategy

- Charm shall execute outreach and lead-generation campaigns in collaboration with Raise Rapidly's strategic guidance.
- Adjustments to campaign strategies shall be discussed in review meetings.

9.2 Reporting & Communication

- **Weekly Reports:** Charm shall provide detailed performance reports summarizing outreach metrics, responses, and optimization strategies.
- **Monthly Strategy Review:** A monthly performance meeting will be conducted to assess progress, discuss optimizations, and ensure alignment.
- Raise Rapidly shall have access to all outreach campaign data upon request.

9.3 Responsiveness & Client Handling

- Charm shall acknowledge and respond to Raise Rapidly's inquiries within 24 business hours.
- Any urgent client escalations shall be addressed immediately.

9.4 Performance Benchmarks

- Charm shall work towards agreed-upon KPIs, including response rates, booked meetings, and engagement quality.
- If performance consistently falls below the agreed benchmarks, both parties shall review and adjust the strategy accordingly.

10. Governing Law & Dispute Resolution

- This Agreement shall be governed by the laws of **Ontario, Canada**.
 - Any disputes shall be resolved **through binding arbitration in Ontario, Canada** if an amicable resolution is not reached.
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11. Moving Forward with Collaboration

This Agreement is designed to **set us up for success** - ensuring **trust, collaboration, and market alignment** while giving both Raise Rapidly and Charm the space to **grow effectively together**. Additionally, both parties recognize that a **strong working relationship may create opportunities for deeper collaboration in the future, which can be explored as our partnership develops over time**.

By signing below, both Parties acknowledge their understanding and agreement to these terms.

Raise Rapidly, a brand of Globix Group Inc.

Signature: 
61308EB3B5EC47C...

Name: **Mustapha Darbaj**

Title: **Founder & CEO**

Address: **2275 Upper Middle Rd East, Suite 101, Oakville, ON L6H 0C3, Canada**

'Charm', operating under the entity legally representing its business activities, hereinafter referred to as 'Charm'

Signature: 
895AF1DAC8EF4DC...

Name: **Christopher Booth**

Title: **Founder & CEO**

Address: **1220 E. Henry St., Tempe, AZ 85281, US**

Email: **chris@hirecharm.com**

Website: www.hirecharm.com