

PROPEL DIGITAL MARKETING INC. WHITE LABEL PARTNER AGREEMENT

Supplement to the Master Service Agreement

Version 1.0

1. Introduction & Relationship

1.1. This White Label Partner Agreement ("**Partner Agreement**") is entered into between **Propel Digital Marketing Inc.** ("Agency") and the partner identified in the Partner Order Form ("Partner"). This Partner Agreement supplements and is subject to the terms of the Master Service Agreement ("MSA") between the Parties. In the event of a conflict between this Partner Agreement and the MSA, this Partner Agreement prevails.

1.2. Nature of Relationship. The Partner is an independent marketing agency, consultant, or business that engages the Agency to provide search engine optimization services on a white label basis. The Agency acts as the Partner's execution team. The Agency has no direct contractual relationship with, and no obligation to, the Partner's end clients.

1.3. Partner's End Clients. The Partner is solely responsible for managing the relationship with its end clients, including but not limited to contracts, billing, expectations, and communication. The Agency delivers Services to the Partner, not to the Partner's end clients.

1.4. Independent Relationship. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the Parties. Neither Party has the authority to bind the other or to make representations, warranties, or commitments on behalf of the other Party. The Partner is not the Agency's agent, representative, or employee, and the Agency is not the Partner's agent, representative, or employee.

2. Applicability of the MSA

2.1. The following provisions of the MSA apply to the Partner in the same manner as they apply to a direct Client, with "Partner" substituted for "Client" where appropriate:

1. Section 3 (Credit-Based Service Model)
2. Section 4 (Onboarding)
3. Section 5 (Client Responsibilities) — the Partner bears these responsibilities for each end client campaign
4. Section 6 (Agency Warranties & Obligations)
5. Section 7 (Website Modifications & Liability)
6. Section 8 (Results Disclaimer)
7. Section 9 (Payment Terms) — the Partner pays the Agency directly; end client payment to the Partner is the Partner's responsibility

8. Section 10 (Cancellation & Termination)
9. Section 11 (Intellectual Property)
10. Section 12 (Indemnification)
11. Section 13 (Limitation of Liability)
12. Section 14 (Confidentiality)
13. Section 17 (Dispute Resolution)
14. Section 18 (General Provisions)

2.2. The Partner acknowledges that it has read and agrees to the terms of the MSA as they apply under this Partner Agreement.

2.3. Superseded MSA Provisions. MSA Section 15 (Non-Solicitation) and MSA Section 16 (Testimonials & Case Studies) do not apply to the Partner. These provisions are superseded by Section 6 (Non-Solicitation) and Section 8 (Testimonials & Case Studies) of this Partner Agreement, which contain partner-specific terms.

3. White Label Confidentiality

3.1. Best-Effort Confidentiality. The Agency will use commercially reasonable, best-effort measures to protect the confidentiality of the white label relationship, including but not limited to:

- (a) not disclosing the Agency's identity to the Partner's end clients;
- (b) presenting work in a manner consistent with the Partner's branding where feasible;
- (c) configuring sharing permissions on collaborative tools (Google Docs, Google Sheets, Google Drive, and similar platforms) to minimize visibility of the Agency's identity.

3.2. Limitations of Best-Effort Confidentiality. The Partner acknowledges that:

- (a) the Agency uses third-party platforms and tools (including Google Workspace, project management tools, and other collaboration software) whose sharing permissions and visibility features are controlled by those third parties and may change without notice;
- (b) the Agency cannot guarantee that its identity will never be visible to end clients through these platforms;
- (c) the Agency is not liable for any inadvertent disclosure of the white label relationship resulting from the functionality or changes to third-party platforms, provided the Agency has exercised commercially reasonable efforts to maintain confidentiality.

4. Partner's Obligations

4.1. End Client Agreements. The Partner must maintain its own service agreement with each end client. The Partner's agreement with each end client must include, at a minimum:

- (a) a results disclaimer substantially similar to Section 8 of the MSA, making clear that no specific rankings, traffic, leads, or revenue outcomes are guaranteed;

- (b) provisions requiring the end client to provide timely feedback, approvals, and platform access;
- (c) a limitation of liability provision;
- (d) a cancellation policy with at least 30 days' written notice;
- (e) a website modification liability and indemnification provision comparable to Section 7 of the MSA, making clear that website changes carry inherent risks and that the end client is responsible for maintaining adequate backups;
- (f) provisions establishing that onboarding fees and the first month's service fees are non-refundable.

If the Partner fails to maintain an end-client agreement meeting these requirements, the Partner assumes full liability for any claims, losses, or costs that would have been mitigated or covered by such provisions. The Agency may treat the Partner's failure to maintain compliant end-client agreements as a material breach of this Agreement.

4.2. Payment Responsibility. The Partner is responsible for paying the Agency in accordance with the payment terms of the MSA, regardless of whether the Partner has collected payment from its end client. The Partner's failure to collect from an end client does not relieve the Partner of its payment obligations to the Agency.

4.3. Information Relay & Approval Window. The Partner is responsible for relaying all necessary information, feedback, and approvals between the Agency and the Partner's end clients in a timely manner. The Approval Window and all related provisions of Section 5 of the MSA apply to the Partner's communications with the Agency. Specifically:

- (a) if the Partner fails to relay feedback or approvals within the Approval Window, the Agency may proceed with work or deem Credits as delivered in accordance with MSA Section 5.2;
- (b) if the Partner (whether on its own initiative or at the direction of its end client) instructs the Agency not to proceed with work after the Approval Window has expired, the Credits are deemed delivered and forfeited in accordance with MSA Section 5.5;
- (c) the Partner cannot use its end client's instructions as a basis to override, extend, or reset the Approval Window.

4.4. Liability Shield. The Partner agrees to indemnify and hold harmless the Agency against any claims, demands, losses, or costs arising from the Partner's end clients, including but not limited to claims related to:

- (a) SEO results, performance, traffic, rankings, or lead volume;
- (b) website modifications, including but not limited to downtime, data loss, CMS or theme compatibility issues, and any other consequences of changes made to the end client's website in the course of delivering the Services;
- (c) the end client's dissatisfaction with the Services for any reason.

The Agency's sole obligation is to the Partner under this Agreement, not to the Partner's end clients.

5. Non-Circumvention

5.1. Non-Circumvention Obligation. During the Term and for a period of 24 months following termination, the Partner will not directly or indirectly:

(a) contact, solicit, or engage any Subcontractor, third party, or freelancer introduced to the Partner through the Agency, for the purpose of obtaining services similar to those provided by the Agency;

(b) use knowledge of the Agency's processes, systems, Subcontractor relationships, or pricing to replicate or compete with the Agency's service offering;

(c) encourage or facilitate any end client to engage the Agency directly, bypassing the Partner relationship, unless agreed in writing by the Agency.

5.2. If the Partner breaches this Section, the Agency is entitled to: (a) terminate this Agreement immediately; and (b) seek damages including but not limited to lost revenue from the circumvented relationship.

6. Non-Solicitation

6.1. During the Term and for a period of 24 months following termination, the Partner will not directly or indirectly solicit, recruit, or hire any employee, contractor, or Subcontractor of the Agency who was involved in providing Services under this Agreement, without the Agency's prior written consent.

6.2. If the Partner breaches this provision, the Partner agrees to pay the Agency a recruitment fee equal to the greater of: (a) 6 months of the individual's compensation at the Agency; or (b) \$25,000 CAD.

7. Intellectual Property — Additional Terms

7.1. In addition to the IP provisions of the MSA (Section 11), the Partner acknowledges and agrees that:

(a) The Agency may provide the Partner with access to proprietary templates, audit frameworks, reporting formats, and other Agency IP during the course of the engagement.

(b) The Partner will not copy, reproduce, modify, reverse-engineer, or create derivative works based on the Agency IP.

(c) The Partner will not use the Agency IP to develop or assist in developing its own SEO processes, tools, or service offerings that compete with the Agency's services.

(d) All Agency IP remains the exclusive property of the Agency and access is revocable at any time upon termination.

7.2. Deliverables produced by the Agency transfer to the Partner upon payment, consistent with Section 11.1 of the MSA. The Partner may provide these Deliverables to its end clients.

8. Testimonials & Case Studies

8.1. The Partner grants the Agency the right to reference the work performed under this Agreement in the Agency's marketing materials, website, case studies, and proposals, provided that:

- (a) the Agency does not identify the Partner or the Partner's end clients by name without written consent;
- (b) all references are anonymized (e.g., "a digital marketing agency in Ontario" or "a multi-location legal practice");
- (c) the Partner may revoke this permission at any time by written notice.

9. Termination — Additional Terms

9.1. Either Party may terminate this Partner Agreement in accordance with the cancellation provisions of the MSA (Section 10). Termination of this Partner Agreement does not automatically terminate individual end client campaigns — each campaign's Order Form must be cancelled separately in accordance with Section 10 of the MSA.

9.2. If the Partner terminates this Agreement, all active end client campaigns will continue to be billed and serviced until each individual campaign is properly cancelled in accordance with the 30-day notice requirement.

9.3. The Agency reserves the right to terminate this Partner Agreement immediately if the Partner breaches Sections 5 (Non-Circumvention), 6 (Non-Solicitation), or 7 (Intellectual Property).

9.4. **Survival.** The following provisions of this Partner Agreement survive termination: Section 3 (White Label Confidentiality), Section 4.4 (Liability Shield), Section 5 (Non-Circumvention), Section 6 (Non-Solicitation), Section 7 (Intellectual Property), and Section 8 (Testimonials & Case Studies). These provisions survive in addition to any MSA sections that survive under MSA Section 10.8(d).

ACCEPTANCE & INCORPORATION

This White Label Partner Agreement does not require a separate signature. By signing the Partner Order Form, the Partner acknowledges that they have fully read, understood, and agree to be bound by all terms and conditions set out in this White Label Partner Agreement and the Master Service Agreement.

The Partner Order Form references both this WLA and the MSA and, once signed, incorporates both documents in their entirety. The signed Partner Order Form serves as the binding agreement between the Parties.

A current version of this WLA and the MSA is provided to the Partner prior to signing the Partner Order Form. The Agency may update these documents from time to time; any material changes will be communicated in writing and will apply to new Order Forms only, unless both Parties agree otherwise in writing.