

# Digital Marketing Contract

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## 1. Parties

This **Digital Marketing Contract** (shall be referred as "**Contract**" hereinafter) has been signed by and between the parties below;

**The "Agency"**

**The "Client"**

**WHEREAS** the Agency is a digital marketing agency that operates in digital marketing, marketing budget planning, content marketing fields and the Client is a company that operates in \_\_\_\_\_ and seeking for digital marketing services for its goods and services,

**WHEREAS** the Agency agrees and accepts to provide digital marketing services to the Client,

**NOW THEREFORE**, the parties agree as follows;

## 2. Scope of Services

The Agency agrees to provide the following services to the Client;

- **Current Situation Analysis** : The Agency shall assess and evaluate the current digital marketing policies in order to understand current position and needs.
- **Content Optimization** : The Agency shall optimize the Client's online channels, conduct keyword research and search engine rankings shall be improved.
- **Marketing Budget Planning** : The Agency shall make marketing budget planning for the Client by considering total budget, target audience expected utilities.

- **Social Media Management** : The Agency shall develop social media strategies to ensure the Client's visibility on social media channels. Content shall be created for all social media channels of the Client.
- **Influencer Advertising** : The Agency shall collaborate with influencers to promote the Client's brand, products, or services to their engaged audience through various online channels.
- **Reporting** : The Agency shall provide monthly reports for the Client and after reporting, stage of the project shall be evaluated.

### 3. Schedule

The Parties shall adhere to the following schedule for the implementation and delivery of the digital marketing services outlined in this Contract;

<b>Start Date</b>	
<b>End Date</b>	
<b>Date of Current Situation Report</b>	
<b>Milestones and Deadlines</b>	
<b>Other Significant Deadlines</b>	
<b>Influencers to be Contacted</b>	

The Parties know and accept that the schedule may be subject to reasonable modifications due to unforeseen circumstances, changes in project requirements or needs of the Client, or other factors that may impact the timeline. In such cases, the parties shall work together in good faith to agree upon any necessary modifications to the schedule.

The Client shall participate in the process by providing accurate information and collaborate with Agency's employees in order to timely implement of the schedule.

#### 4. Deliverables

Within the scope of this Contract, aforementioned services in particular, the Agency shall develop a digital marketing strategy that outlines the marketing channels, collaborations and approach for the Client.

The Agency shall create and deliver high-quality content which may include but are not limited to website copy, blog posts, social media posts, email newsletters, videos, or other agreed-upon content formats. Context of the contents shall be decided by the Parties according to the marketing strategy.

The Agency shall also provide visual advertising materials such as graphics, banners, ready to use social media posts.

Reports shall also be considered as deliverables under this Contract, which include data analysis, social media insights etc.

#### 5. Price and Payment

The total service fee for the services under this Contract is \_\_\_\_\_. This amount shall be paid in \_\_\_\_\_ equal installments and the first installment shall be paid on \_\_\_\_\_. The amount to be paid monthly covers a total of \_\_\_\_\_ working hours in a month. Work exceeding this hour is calculated over \_\_\_\_\_ per hour and invoiced to the Client.

Payments shall be made via \_\_\_\_\_, on the \_\_\_\_\_ day of each month at the latest.

The Client shall be solely responsible for any applicable taxes, duties, or other governmental charges related to the services provided under this Contract, other than taxes for which the Agency is directly liable.

## 6. Termination

Either party may terminate this Contract without giving a reason by providing \_\_\_\_\_ days written notice prior to the effective date of the termination. In such a case, parties shall fulfill all their obligations arising from this Contract until the effective date of termination.

If any of the parties breach any of the provisions in this Contract and fail to remedy the breach after receiving \_\_\_\_\_ day notice, the non-breaching party may terminate this Contract with an immediate effect upon written notice.

Whatever the reason for the termination, the amount for the Agency's work is payable immediately upon the effective date of termination.

## 7. Confidentiality

During the term of this Contract, either party may receive certain information and materials concerning the other Party's business, technology, customers, and products that are confidential and of substantial value to the other Party. The receiving party shall not use or disclose to any third party the disclosing party's confidential information except as necessary for the performance of this Contract or required by law. The receiving party shall protect and preserve the confidential information as confidential, using no less care than it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the confidential information for any purpose except as necessary to carry out its obligations under this Contract.

The Parties shall ensure that its employees, agents, or subcontractors who have access to the confidential information received by the other party are made aware of and bound by the obligations of confidentiality and shall take necessary steps to ensure their compliance.

## 8. Intellectual Property

All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, patents, and any other proprietary rights, in any materials, content, or deliverables shall belong to the Agency.

Subject to the Client's full and timely payment of all fees and expenses under this Contract, the Agency grants the Client a non-exclusive and non-transferable license to use the Intellectual Property solely for the Client's business purposes or as otherwise specified in this Contract.

## 9. Miscellaneous

**Notices** - All notices, requests, demands and other communications under this Contract shall be in writing and shall be deemed to have been duly given by personal delivery or sent to the address written in this Contract with postage prepaid or mailed to the abovementioned email address.

**Entire Agreement** - This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions and agreements, written or oral.

**Waiver** - The failure of either party to enforce any provision of this Contract shall not be deemed a waiver of its right to subsequently enforce that provision or any other provision.

**Force Majeure** - Neither party shall be liable for any delay or failure to perform its obligations under this Contract to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, natural disasters, governmental regulations, or any other event that is beyond the reasonable control of the affected party.

**Independent Contractors** - The relationship between the parties under this Contract is that of independent contractors. Nothing in this Contract shall be deemed as a partnership, joint venture, agency, or employment relationship between the parties.

**Governing Law** - This Contract shall be governed by and construed in accordance with the laws of \_\_\_\_\_. Any disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts of \_\_\_\_\_.

**The Agency**

\_\_\_\_\_  
Name

Date

Signature

\_\_\_\_\_

**The Client**

\_\_\_\_\_  
Name

Date

Signature

\_\_\_\_\_



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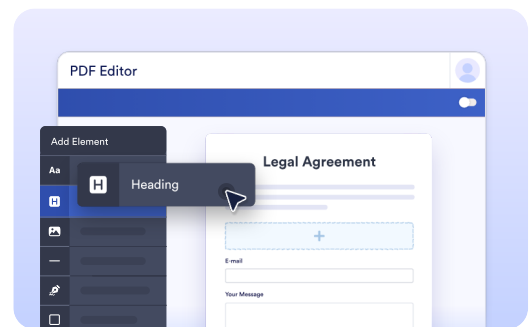
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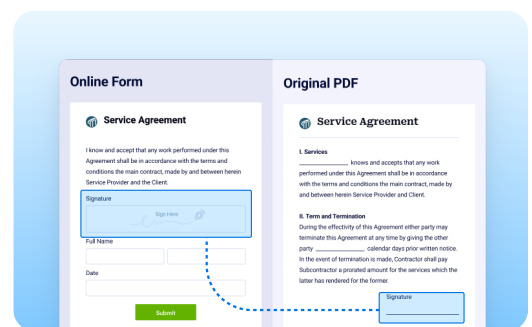
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