**DIGITAL MARKETING AGREEMENT**

This Digital Marketing Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [COMPANY], (the “Company”), and [CLIENT] (the “Client”), with each having a place of business at the address indicated on the signature page below. Both the Company and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Company is in the business of providing SEO Digital Marketing Services, SEM Digital Marketing Services, and other digital marketing services and the Client desires to engage the Company to utilize such services for its website [CLIENT’S WEBSITE ADDRESS] (the “Client’s Website”) in accordance with the terms and conditions herein.

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

1. **DIGITAL MARKETING SERVICES.** The Company shall perform the following services (collectively, the “Digital Marketing Digital Marketing Services”):
	1. *SEO Campaign.* The Company shall perform search engine optimization services (the “SEO Campaign”) in accordance with the following:
		1. *Goal.* The Goal of the SEO Campaign is to increase the Client’s exposure in search engines pertaining to the Key Words listed below, in order to drive targeted traffic to the Client’s Website.
		2. *Key Words*. “Key Words” for the SEO Campaign are as follows: [LIST KEY WORDS FOR SEO CAMPAIGN]
		3. *Action Items.* The SEO Campaign shall include the following: (i) research of appropriate and additional Key Words in light of Client goals; (ii) obtaining back links from third-party websites related to the Key Words; (iii) optimization of the html tags, metadata, and other technical items on the Client’s Website in accordance with the goals of the SEO Campaign; (iv) guidance with regard to optimizing design elements of the Client’s Website in accordance with the goals of the SEO Campaign; and (v) providing monthly analysis of traffic data for the Client’s Website.
	2. *SEM Campaign.* The Company shall perform search engine optimization services (the “SEM Campaign”) in accordance with the following:
		1. *Goal.* The Goal of the SEM Campaign is to increase the Client’s conversion rate with regard to pay-per-click advertising.
		2. *Key Words*. “Key Words” for the SEM Campaign are as follows: [LIST KEY WORDS FOR SEO CAMPAIGN]
		3. *Action Items.* The SEM Campaign shall include the following: (i) research of appropriate and additional Key Words in light of Client goals; (ii) preparing customized landing pages in order to optimize click-through rates; (iii) implementation of tracking with regard to tracking the success and/or failure of Key Words; (iv) improving the efficiency of the pay-per-click expenses relative to conversions; and (v) providing monthly analysis of performance of Key Words.
		4. *PPC Budget.* The monthly PPC budget for the SEM Campaign shall be [AMOUNT].
	3. *Additional Work.* The Company shall perform the following additional work for the Client: [DESCRIPTION OF ADDITIONAL WORK] (“Additional Work”).
2. **FEES.**
	1. *SEO/SEM Fees.* The Client shall pay to the Company a monthly retainer of $[MONTHLY RETAINER AMOUNT] in consideration of the SEO Campaign and the SEM Campaign, which shall be due and payable upon execution of this Agreement (the “Monthly Retainer”). The Monthly Retainer shall be due and payable on or before the first (1st) day of each month.
	2. *Hourly Rate.* The Client shall pay to the Company a rate of $[HOURLY RATE] per hour for all Additional Work requested.
	3. *Invoices.* The Company shall invoice the Client for Additional Work every thirty (30) days throughout the term. Each invoice shall include a description of the Additional Work provided and shall be due and payable thirty (30) days from receipt by the Client.
	4. *Non-Payment Penalty.* The Client agrees and acknowledges that any non-payment shall incur a penalty of ten percent (10%) per annum or the highest interest rate allowable by the law of the applicable jurisdiction
3. **TERM; TERMINATION.**
	1. *Term.* This Agreement shall commence as of the date of execution and shall continue thereafter until the completion of the Digital Marketing Services unless sooner terminated in accordance with this Agreement.
	2. *Termination.* The Parties may terminate the Agreement prior to completion of the Digital Marketing Services in accordance with the following:
		1. *Company Right.* The Company may terminate this Agreement, effective on written notice to the Client, if the Client fails to pay any amount when due hereunder, and such failure continues more than five (5) days after the Company’s delivery of written notice thereof.
		2. *Upon Material Breach by Either Party.* Either Party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach remains uncured fifteen (15) days after the non-breaching party provides the breaching party with written notice of such breach.
		3. *For Convenience.* Either Party may terminate this Agreement with thirty (30) days’ written notice for any reason or no reason at all.
	3. *Effect of Termination.* Upon termination of this Agreement for any reason, the Client shall immediately pay to the Company any amounts due and payable under this Agreement.
4. **CLIENT ACKNOWLEDGMENTS.** The Client agrees to and acknowledges the following with regard to all Digital Marketing Services provided:
	1. *No Guarantees.* There are no guarantees with regard to the results of the Digital Marketing Services. The Client agrees and acknowledges that even with the Company’s best efforts, the Digital Marketing Services may not result in increased performance, sales, or profits given the proprietary nature of search engines (among other variables). As such, there shall be no refund of any payment made pursuant to this Agreement.
	2. *Results May Take Time.* Search engines may give preference to websites that have been active in their present state for longer periods of time. As such, the initial results may not be reflective of the success of the Digital Marketing Services.
	3. *Non-Company Changes to Client Website.* The Client will maintain developer’s access to the Client Website, which will enable it to make changes. The Company advises the Client to confirm any proposed changes with the Company before making any such changes as such changes may have an adverse impact on the results of the Digital Marketing Services.
5. **CONFIDENTIALITY.**
	1. *“Confidential Information” Defined.* “Confidential Information” includes written machine-reproducible and visual materials; all verbal disclosures made by or on behalf of the Parties under this Agreement; any software, whether in object, source or executable code; documentation and nonpublic financial information; information relating to either Party’s methods of operations; names, addresses, telephone numbers and other identifying information relating to clients of the Parties; personnel data relating to employees and contractors; and other documents prepared by or for the Parties or otherwise in furtherance of such Party’s business; nonpublic plans for new products and services; improvements and marketing strategies; and business contacts, pricing, business plans, techniques, methods and processes.
	2. *Receipt of Confidential Information.* During the term of this Agreement, each Party (a “Recipient Party”) may acquire Confidential Information about the other (a “Disclosing Party”), including information regarding business activities and operations, technical information, and trade secrets (the “Confidential Information and Trade Secrets”). Each Recipient Party agrees to hold in confidence all Confidential Information and Trade Secrets, not use Confidential Information or Trade Secrets for purposes other than to accomplish the aims of this Agreement, and not to disclose Confidential Information or Trade Secrets to any third party.
	3. *Exceptions.* The foregoing confidential obligations shall not apply to Confidential Information (i) which is or becomes publicly available other than through the breach of this Agreement, (ii) which was known to the recipient prior to the disclosure by the other party, (iii) which a party rightfully receives from a third party not bound by any confidentiality agreement with respect thereto, (iv) which is independently developed by the recipient, or (v) which is required to be disclosed pursuant to legal or governmental requirements; provided, that disclosure under this clause shall be limited to persons legally entitled to receive the information.
	4. *Effect Upon Termination.* In the event this Agreement expires or is terminated for any reason or should either Party request the other to do so for any reason, such Party will promptly return, erase, or destroy all Confidential Information or Trade Secrets in its possession or control, including Confidential Information or Trade Secrets stored in any computer memory or data storage apparatus.
	5. *Publicity.* The Client acknowledges and agrees that the Company may indicate that it is working with the Client in its marketing materials.
6. **LIMITATION OF LIABILITY.**
	1. *Exclusion of Certain Damages.* IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CLIENT FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
	2. *Limitation of Liability.* IN NO EVENT SHALL THE COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE COMPANY PURSUANT TO THIS AGREEMENT. THIS LIMITATION SHALL NOT BE APPLICABLE IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
7. **MISCELLANEOUS.**
	1. *Independent Representation.* Each Party acknowledges that he or she has been represented by independent legal counsel of his or her own choice throughout all of the negotiations which preceded the execution of this Agreement (or has waived such right) and that he or she has executed this Agreement with the consent and upon the advice of such independent legal counsel.
	2. *Assignment.*No Party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other Party.
	3. *Integration.* This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject and supersedes any prior agreements.
	4. *No Waiver.* No term of this Note may be waived, modified, or amended except by an instrument in writing signed by both of the Parties. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.
	5. *Governing Law; Venue.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
	6. *Counterparts.*This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
	7. *Notices.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

* 1. *Attorney’s Fees.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment.

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

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Name

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Address

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City, State, Zip

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

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Address

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City, State, Zip