

Marketing Contract

Prepared for:

Prepared By:

Angus M. Stevens

Site Sense Solutions (PVT) Ltd.

THIS MARKETING CONTRACT (this "Contract" or this "Marketing Contract") is entered into on _____ ("Effective Date"), by and between **Site Sense Solutions (PVT) Ltd**, and the CLIENT : _____. In consideration of the mutual covenants set forth herein, and intending to be legally bound thereby, the parties agree as follows:

1. Definitions

The following definitions govern the meanings of the capitalised terms used in this Marketing Contract:

- "Client" shall refer to the Entity signing the agreement with Site Sense Solutions.
- "Information" refers to any data or insight passed between parties.
- "Media" refers to any content created for the client, this includes but is not limited to images, videos, graphics and writing.
- "Service" shall be the performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as an information database).
- "Digital Marketing" shall refer to advertising and promotion that is undertaken through digital channels and platforms.
- "Content Marketing" shall refer to created media designed to market the client's brand.
- "Marketing Strategy" shall refer to the strategic plan undertaken to execute marketing objectives.
- "Reports" shall refer to a combination of marketing metrics and insights compiled through analytics for the client by Site Sense Solutions (PVT) Ltd.
- "Graphic Design" shall refer to any graphic based content created for the client.
- "Website Design" shall refer to any design work on or for the Client's website.
- "Community Management" shall refer to the correct set up, lead capture, utilisation and management of client's online spaces.
- "Subscription" shall refer to the monthly payment made by the client to retain the services of Site Sense Solutions (PVT) Ltd.
- "Monthly" shall refer to a period of twenty-eight days.
- "USD" shall refer to United States Dollars.

- “Company Marks” shall refer to any logos, imagery, names, words, slogans or taglines that are used to differentiate and identify the client’s brand.
- “Budget” shall refer to advertising and material costs which are separate from subscription costs, this includes any printing, platform or promotional costs.
- “Platform” shall refer to any hardware, software or application used to render a service or disseminate information.
- “Costs” shall refer to any monetary obligation.
- “Job” shall refer to any work which is beyond the outlined scope of services.
- “Dispute” shall refer to any disagreement between parties.
- “Confidentiality” preserves authorised restrictions on access and disclosure, including means for protecting personal privacy and proprietary information.
- “Liability” shall refer to the future sacrifices of economic benefits that the entity is obliged to make to other entities as a result of past transactions, decisions or actions taken.

2. Scope Of Work

- I. Site Sense Solutions (PVT) Ltd agrees to undertake the following responsibilities for the duration of the contracted relationship, unless otherwise explicitly stated:
 - DIGITAL MARKETING
 - CONTENT MARKETING
 - MARKETING STRATEGY
 - REPORTS
 - GRAPHIC DESIGN
 - WEBSITE DESIGN
 - COMMUNITY MANAGEMENT
- II. Each plan offered by Site Sense Solutions (PVT) Ltd is constructed upon a basis of predetermined workload, based on experience, with hourly rate allocated per task. Should required work exceed the typical allocation of time and resources, the task shall either be broken down into smaller sections and undertaken over an extended time frame, covering multiple monthly periods; or in the case of an emergency, as agreed upon by both parties, shall take preference over other services at the prerogative of Site Sense Solutions (PVT) Ltd.
- III. Site Sense Solutions (PVT) Ltd shall be responsible for lead generation through the various channels only. Any further action beyond lead generation, including but not limited to sales pitching, sales closing, quotations, invoicing and product/service queries, are the responsibility of the CLIENT and their team.

3. Media Usage & Rights

- I. All MEDIA created for the CLIENT, will be owned as a finished piece, not including individual elements on their own, by the CLIENT. Site Sense Solutions (PVT) Ltd, however reserves the right to use any created MEDIA for advertisement and portfolio display, including finished pieces and individual elements.
- II. All MEDIA created as individual elements, used to construct finished pieces, shall remain the property of Site Sense Solutions (PVT) Ltd, and as such will not be used or edited without prior written consent.
- III. CLIENT agrees to maintain the artistic integrity of MEDIA supplied and created by Site Sense Solutions (PVT) Ltd, based on the understanding that Site Sense Solutions (PVT) Ltd was hired for their creative taste and delivery. As such the CLIENT agrees to maintain the finished pieces as supplied, and will not edit or repurpose MEDIA in any way; this includes but is not limited to : editing video/audio elements, recolouring, cropping or applying filters.
- IV. CLIENT agrees and understands that this statute on MEDIA usage and rights extends past the contracted period and applies to the MEDIA for the entirety of its existence.

4. Company Marks & Information

- I. The CLIENT authorises Site Sense Solutions (PVT) Ltd to use all COMPANY MARKS for the purpose of advertising and promotion. This includes the use of COMPANY MARKS in creating MEDIA.
- II. The CLIENT agrees to provide Site Sense Solutions (PVT) Ltd with any and all applicable INFORMATION that may be needed or prove useful for advertising and promotion. This includes but is not limited to email lists, company databases, product catalogues and sell sheets.
- III. In the case of COMPANY MARKS being MEDIA created by Site Sense Solutions (PVT) Ltd, the COMPANY MARKS will be owned by CLIENT, but will fall under MEDIA usage and rights agreement (Section 3).
- IV. Both CLIENT and Site Sense Solutions (PVT) Ltd agree to retain CONFIDENTIALITY as outlined in Section 5 of CONTRACT.

5. Confidentiality & Liability

- I. Both parties agree to maintain CONFIDENTIALITY of INFORMATION, practices & procedures.
- II. Site Sense Solutions (PVT) Ltd agrees to protect any INFORMATION provided by CLIENT as CONFIDENTIAL.
- III. Site Sense Solutions (PVT) Ltd will not take on LIABILITY for the following:
 - A. loss of, or damage to, data;
 - B. special, incidental, exemplary, or indirect damages, or for any economic consequential damages; or
 - C. lost profits, business, revenue, goodwill or anticipated savings.

6. Payment Conditions

- I. SUBSCRIPTION to Site Sense Solutions (PVT) Ltd is to be paid in full on a MONTHLY basis from the date of CONTRACT.
- II. All payments are to be paid in USD, unless explicitly otherwise agreed upon, in which case the amount shall be paid at an agreed upon rate, set per payment only and not applicable to any future payments afterwards. All such requests shall be made no earlier than five business days prior to payment.
- III. All payments shall have a three day grace period, after which a late fee of 1% per day outstanding shall be incurred.
- IV. Each party agrees to cover their own Tax responsibilities.

7. Platforms, Budget & Costs

- I. BUDGET is available in two options, both requiring prepayment by CLIENT as the responsibility of CLIENT, as outlined below:
 - A. BUDGET is prepaid to Site Sense Solutions (PVT) Ltd by CLIENT for the MONTH ahead, with a three percent facilitation fee added onto the agreed upon amount. This facilitation fee covers bank charges and any other miscellaneous costs that may be incurred by Site Sense Solutions (PVT) Ltd.
 - B. BUDGET is pre-loaded onto CLIENT's international bank card such as Mastercard/Visa. CLIENT will need to provide proof of BUDGET availability and agree to providing card INFORMATION for payment set up. This information is subject to CONFIDENTIALITY as outlined in Section 5.
- II. PLATFORM COSTS shall be covered by the CLIENT and will constitute part of the BUDGET.
- III. JOB COSTS shall be covered and handled by CLIENT. Once relevant MEDIA has been supplied by Site Sense Solutions (PVT) Ltd the completion of JOB becomes the responsibility of CLIENT, unless otherwise explicitly agreed upon.

8. Cancellation Clause & Terms

- I. Cancellation by either party shall be done in writing no less than one MONTH prior to termination of service.
- II. Upon cancellation both parties agree to maintain CONFIDENTIALITY as outlined in Section 5 and MEDIA usage rights as outlined in Section 3.

9. Dispute Resolution

- I. If a dispute arises, that cannot be resolved in the regular course of action, then within ten business days of a written request by either party, CLIENT's authorised representative and Site Sense Solutions (PVT) Ltd's authorised representative shall meet in person or on the telephone and resolve the issue; if these parties cannot resolve the issue within ten business days of the meeting, then the issue shall be submitted to persons in the position of CEO or relevant C-Suite member.
- II. Should the dispute fail to be resolved both parties shall be subject to the cancellation clause as outlined in Section 8, the CONFIDENTIALITY & LIABILITY clauses in Section 5 and the MEDIA usage rights in Section 3.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement through their authorised representatives on the date first above written.

Signed on Behalf of CLIENT

Signed on Behalf of Site Sense Solutions (PVT) Ltd

On this Day _____
By Authorised Representative:

On this Day _____
By Authorised Representative:
