

MARKETING SERVICES AGREEMENT

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This Marketing Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[AGENCY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [AGENCY ADDRESS] ("**Agency**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Agency and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Agency to plan and perform marketing services, and Agency wishes to perform those services, on the terms below. The specific services, deliverables, channels, and reporting are described in the attached **Exhibit A (Scope of Services)**. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Services

1.1 Services. Agency will perform the marketing services described in Exhibit A (the "**Services**"), which may include strategy, campaign planning and management, content, email, social media, paid advertising management, SEO, analytics, and reporting, with reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards.

1.2 Scope controls. Exhibit A describes the Services, deliverables, channels, schedule, and reporting cadence. Services not described in Exhibit A are out of scope unless added by a change order under Section 1.4.

1.3 No guarantee of results. Marketing outcomes depend on many factors outside Agency's control, including market conditions, Client's product and pricing, third-party platforms, and audience behavior. Agency will use commercially reasonable efforts but does not guarantee any particular leads, sales, traffic, ranking, conversion, or revenue result.

1.4 Change orders. Either Party may request a change to the Services. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and schedule. Agency is not obligated to begin out-of-scope work until a change order is signed.

2. Fees, Media Spend, and Payment

2.1 Service fees. Client will pay Agency the fees stated in Exhibit A (for example, a monthly retainer of [AMOUNT], a project fee, or an hourly rate of [RATE]) in [CURRENCY, e.g. US dollars], exclusive of taxes.

2.2 Media and third-party spend. Advertising spend and third-party costs (for example, ad-platform budgets, software, stock media, and influencer fees) are separate from Agency's fees. Unless Exhibit A states otherwise, Client pays media spend directly to the platform or prefunds it, and Agency is not responsible for platform

charges beyond the approved budget.

2.3 Invoicing and payment. Agency will invoice Client [MONTHLY IN ADVANCE / ON MILESTONE / AS STATED IN EXHIBIT A]. Client will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

2.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. Agency may pause Services and ad campaigns on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

3. Client Responsibilities

3.1 Access and inputs. Client will provide timely access to its brand assets, product information, websites, analytics, ad accounts, and other platforms, and the credentials Agency reasonably needs, and will designate a primary contact with authority to give approvals.

3.2 Approvals. Client will review and approve campaigns, creative, and budgets within [NUMBER, e.g. 3] business days. Agency may rely on approvals given by Client's designated contact.

3.3 Account ownership. Client owns its advertising, analytics, and social media accounts and the data in them. Agency accesses them as Client's agent during the Term, and access ends on termination.

3.4 Accuracy of claims. Client is solely responsible for the truth and substantiation of any product, pricing, performance, or comparative claims and for ensuring its products, offers, and required disclosures comply with the advertising, consumer-protection, privacy, and industry rules applicable to Client.

4. Advertising Compliance and Platform Rules

4.1 Platform terms. Campaigns are subject to the terms and policies of the platforms used (for example, search, social, and email providers), which the platforms may change or enforce at any time, including by disapproving ads or suspending accounts. Agency is not responsible for a platform's independent decisions.

4.2 Required disclosures. The Parties will cooperate to include disclosures and disclaimers required by law or platform policy. Client is responsible for confirming that its offers and claims, as approved, meet applicable advertising and disclosure requirements.

4.3 Email and messaging. Any email or messaging campaigns will use lists and consent that Client represents it lawfully collected, and will comply with applicable anti-spam and consent rules. Client is responsible for the lawfulness of its contact lists.

5. Intellectual Property and License

5.1 Deliverables. Subject to Client's full payment of the fees for the applicable deliverables, Agency assigns to Client all right, title, and interest in the final marketing deliverables created specifically for Client (for example, approved creative, copy, and campaign assets), excluding Agency's Background IP, Tools, and third-party materials.

5.2 Agency tools and license-back. Agency retains ownership of its methodologies, know-how, templates, dashboards, and general-purpose tools and components ("**Tools**"). To the extent Tools are embedded in a Deliverable, Agency grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of that Deliverable.

5.3 Third-party materials. Stock media, fonts, and licensed assets are provided under, and remain subject to, their third-party licenses, which Agency will identify on request.

5.4 **Portfolio rights.** Unless Client gives written notice otherwise, Agency may identify Client as a client and display non-confidential, public-facing campaign work and anonymized, aggregated results in Agency's portfolio and marketing.

6. Confidentiality and Data

6.1 **Definition.** "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances, including strategy, pricing, customer lists, analytics, and credentials.

6.2 **Obligations.** The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and contractors who need it and are bound by similar obligations. These obligations do not apply to information that is public through no fault of the receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed.

6.3 **Data protection.** Each Party will comply with the data-protection and privacy laws applicable to it. If Agency processes personal data on Client's behalf, it will do so only as needed to perform the Services and in accordance with any data-processing addendum the Parties sign.

7. Warranties and Limitation of Liability

7.1 **Warranty.** Agency warrants that the Services will be performed in a professional and workmanlike manner. Except as expressly stated, the Services and deliverables are provided "as is," and Agency disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose, and any warranty of specific results.

7.2 **Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

7.3 **Liability cap.** Except for a Party's confidentiality breach, indemnification obligations, or gross negligence or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total Agency service fees paid or payable by Client in the **[NUMBER, e.g. 3]** months before the event giving rise to the liability. This cap excludes media spend prefunded by Client.

8. Indemnification

8.1 **By Client.** Client will defend Agency against third-party claims arising from Client materials, products, offers, or claims, or from Client's contact lists or instructions, and will indemnify Agency for resulting damages, subject to Section 7.

8.2 **By Agency.** Agency will defend Client against third-party claims that original creative Agency creates for Client infringes that third party's intellectual property rights, and will indemnify Client for resulting damages, subject to Section 7.

8.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. No settlement imposing liability or admission on the indemnified Party may be made without its consent.

9. Term, Termination, and General Provisions

9.1 **Term.** This Agreement begins on the Effective Date and continues for the term in Exhibit A or, if none, on a month-to-month basis until terminated.

9.2 **Termination.** Either Party may terminate for convenience on [NUMBER, e.g. 30] days' prior written notice, or immediately for cause if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice. On termination, Client will pay for all Services performed and non-cancelable commitments incurred through the effective date, and Agency will deliver work product for which Client has paid and reasonably transition account access back to Client.

9.3 **Independent contractor.** Agency is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship; Agency acts as Client's agent only as expressly authorized to manage accounts and campaigns.

9.4 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.5 **General.** Notices must be in writing and are effective on receipt. Neither Party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all assets. Neither Party is liable for delay caused by events beyond its reasonable control. This Agreement, with its exhibits and change orders, is the entire agreement on its subject, supersedes prior discussions, may be amended only by a writing signed by both Parties, and may be signed in counterparts and by electronic signature. If any provision is unenforceable, the rest remains in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AGENCY	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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