

PPC MANAGEMENT AGREEMENT

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This PPC Management 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] (the "**Agency**"); and

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

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

Recitals. Client wishes to advertise through pay-per-click and other paid media channels and to engage Agency to plan, build, and manage those advertising campaigns. Agency is in the business of managing paid media and wishes to perform those services for Client on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Engagement and Scope of Services

1.1 Engagement. Client engages Agency to plan, create, and manage paid advertising campaigns (the "**Services**") on the advertising platforms listed in **Exhibit A** (the "**Platforms**", which may include search, shopping, display, social, and video networks). Agency will perform the Services with reasonable skill and care and consistent with generally accepted industry standards and applicable Platform policies.

1.2 Scope of work. Unless **Exhibit A** states otherwise, the Services may include: (a) account structure and campaign setup; (b) keyword and audience research; (c) ad copywriting and creative coordination; (d) bid and budget management; (e) landing-page and conversion-tracking recommendations; (f) ongoing optimization and A/B testing; and (g) performance reporting under Section 8.

1.3 Goals and KPIs. The Parties will agree on campaign objectives and key performance indicators ("**KPIs**") in **Exhibit A**, such as target cost per acquisition, return on ad spend, or lead volume. KPIs are targets, not guarantees, and may be revised by written agreement.

1.4 Exclusions. Unless expressly included in **Exhibit A**, the Services do not include the media budget itself, website development, organic SEO, professional creative production, or call-center or sales follow-up. Out-of-scope work requires a written change order.

2. Advertising Budget and Media Spend

2.1 Media budget. Client will set a monthly advertising budget in **Exhibit A** (the "**Media Budget**"). The Media Budget is paid to the Platforms and is separate from Agency's management fee under Section 4.

2.2 Payment of media costs. The Parties will choose one method in **Exhibit A**: (a) **Client-funded** — Client's own payment method is billed directly by the Platforms; or (b) **Agency-funded pass-through** — Agency

advances media costs and Client reimburses Agency. If Agency advances costs, Client will pre-fund or reimburse on the schedule in **Exhibit A**, and Agency may pause campaigns if funds are not provided.

2.3 Budget changes. Agency will manage spend toward the Media Budget but cannot guarantee exact spend due to Platform auction dynamics. Material increases to the Media Budget require Client's written approval.

2.4 No markup unless disclosed. Agency will disclose in **Exhibit A** whether it applies any markup, rebate, or commission on media spend. Any such arrangement is binding only if disclosed in writing.

3. Account Ownership and Access

3.1 Client ownership of accounts. All advertising accounts, billing relationships with the Platforms, ad data, and conversion data are and remain the property of Client. Where practical, accounts will be created under Client's ownership with Agency granted manager access.

3.2 Access. Client will grant Agency the access reasonably necessary to perform the Services, including to advertising accounts, analytics, conversion tracking, and the website as applicable.

3.3 Return of access. On termination, Agency will return or relinquish access and will not retain control of Client's advertising accounts.

4. Management Fees and Payment Terms

4.1 Management fee. Client will pay Agency the management fee stated in **Exhibit A**, whether a fixed monthly retainer, a percentage of Media Budget, a per-campaign fee, or a hybrid, stated in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

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

4.3 Setup fee. Any one-time setup or onboarding fee is stated in **Exhibit A** and is due before campaign launch unless the Parties agree otherwise.

4.4 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, and Agency may pause campaigns or suspend the Services on **[NUMBER]** days' written notice for unpaid undisputed invoices.

4.5 Taxes. Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Agency's net income.

5. Client Responsibilities

5.1 Materials and approvals. Client will provide, in a timely manner, brand assets, product information, promotional details, landing pages, and approvals reasonably required. Agency is not responsible for delays or results caused by Client's failure to provide these.

5.2 Accuracy and compliance of claims. Client is solely responsible for the accuracy, legality, and substantiation of product claims, pricing, offers, and regulated content, and warrants it has the right to use all materials it provides.

5.3 Conversion tracking. Client will cooperate to implement and maintain accurate conversion tracking. Agency is not responsible for inaccurate reporting caused by broken or missing tracking outside its control.

5.4 **Landing pages.** Client is responsible for the function, content, and compliance of the landing pages to which ads direct traffic, unless Agency is expressly engaged to build them.

6. Platform Compliance and No-Guarantee

6.1 **Platform policies.** Agency will use commercially reasonable efforts to comply with the advertising policies of each Platform. Client acknowledges that Platforms control their policies, ad approvals, auctions, and account status and may change them without notice.

6.2 **No guarantee of results.** Client acknowledges that paid-media performance depends on many factors outside Agency's control, including auction competition, Platform changes, market conditions, and Client's products and pages. **Agency does not guarantee any specific ranking, impression volume, click volume, cost, conversion, lead, sale, or return on ad spend.**

6.3 **Account actions.** Agency is not liable for ad disapprovals, account suspensions, or spend losses by a Platform, provided Agency acted in accordance with this Agreement and Client's instructions.

6.4 **Prohibited content.** Agency may decline to run, and Client will not require Agency to run, advertising that violates Platform policy or applicable law.

7. Confidentiality

7.1 **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, including campaign data, bids, strategy, credentials, and pricing.

7.2 **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 advisors who need it and are bound by obligations at least as protective as these.

7.3 **Exclusions.** Confidentiality does not apply to information that is or becomes public through no fault of the receiving Party, was already rightfully known, is rightfully obtained from a third party, or is independently developed.

7.4 **Return.** On request or termination, each Party will return or destroy the other's Confidential Information, except routine backups or copies required by law.

8. Reporting and Performance

8.1 **Reports.** Agency will provide performance reports **[MONTHLY / AS STATED IN EXHIBIT A]** summarizing spend, impressions, clicks, conversions, and progress against agreed KPIs.

8.2 **Data sources.** Reports may rely on Platform and third-party analytics, which can vary in methodology; Agency is not responsible for the accuracy of third-party data.

8.3 **Optimization window.** Campaigns typically require a learning period. The Parties agree to evaluate performance over a rolling **[NUMBER]**-month window.

9. Intellectual Property

9.1 **Pre-existing IP.** Each Party retains ownership of intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**").

9.2 **Deliverables.** Subject to Client's full payment for the applicable period, Agency assigns to Client all right, title, and interest in the ad copy, creative, and campaign configurations created specifically for Client (the "**Deliverables**"), excluding Agency's Background IP and Tools.

9.3 **Agency tools.** Agency retains ownership of its bidding methodologies, scripts, templates, and general-purpose tools ("**Tools**"). To the extent embedded in a Deliverable, Agency grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them solely as part of that Deliverable.

9.4 **Portfolio use.** Unless Client objects in writing, Agency may identify Client as a client and describe non-confidential results in its marketing.

10. Term, Termination, Indemnification, and General Provisions

10.1 **Term.** This Agreement begins on the Effective Date and continues for an initial term of [NUMBER] months, then renews for successive [NUMBER]-month periods unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the current term.

10.2 **Termination.** Either Party may terminate for convenience on [NUMBER, e.g. 30] days' prior written notice, or immediately for an uncured material breach after [NUMBER, e.g. 10] days' written notice. On termination, Client will pay for Services performed and approved media costs incurred through the effective date, Agency will pause campaigns and return access, and Sections 6, 7, 9, and the liability and indemnity provisions survive.

10.3 **Indemnification.** Client will defend, indemnify, and hold Agency harmless from third-party claims arising from Client-supplied materials, Client's products, offers, or claims, or Client's landing pages. Agency will defend, indemnify, and hold Client harmless from third-party claims that original creative created by Agency infringes a third party's intellectual property rights, excluding claims arising from Client materials. The indemnified Party will give prompt notice, allow the indemnifying Party to control the defense, and cooperate; no settlement imposing liability on the indemnified Party may be made without its consent.

10.4 **Limitation of liability.** Except for indemnification obligations and breach of confidentiality, neither Party is liable for indirect, incidental, special, or consequential damages, including lost profits or wasted ad spend, and each Party's total aggregate liability will not exceed the management fees paid by Client in the [NUMBER, e.g. 3] months before the event giving rise to the claim. For clarity, Media Budget amounts already spent on the Platforms are not recoverable from Agency.

10.5 **Independent contractor.** Agency is an independent contractor. Nothing creates a partnership, joint venture, agency relationship, or employment.

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

10.7 **Miscellaneous.** Notices must be in writing and are effective on receipt. Neither Party may assign without the other's consent, except to a successor in a merger or sale of substantially all assets. This Agreement, with its Exhibits and change orders, is the entire agreement and may be amended only in a signed writing. If any provision is unenforceable, the rest remains in effect; a failure to enforce is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each an original.

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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