

Invenza Digital Marketing White Label Master Services Agreement

This Master Services Agreement (“Agreement”) is entered into by and between **Invenza Digital Marketing** (“Provider”) and the **Agency / Reseller** (“Client”), collectively referred to as the “Parties.”

This Agreement governs the wholesale, white-label provision of digital marketing services by the Provider to the Client for resale under the Client’s own branding.

1. Scope of Services

The Provider will supply white-label digital marketing services to the Client, which the Client may resell to its end customers under its own brand.

Services may include, but are not limited to:

- Search Engine Optimisation (SEO)
- Google Ads Management
- Social Media Management
- Meta Ads
- Website Design & Development
- AI Automations

All services are delivered on a **white-label basis**, with no reference to Invenza Digital Marketing unless expressly agreed in writing.

Services will be delivered based on a reasonable workload aligned with the agreed scope and pricing. If service demands exceed the original scope, the Provider reserves the right to revise pricing or require approval for additional fees.

2. White-Label Relationship

- The Client retains full ownership of the end-customer relationship.
 - The Provider will not communicate directly with the Client's customers unless explicitly authorised in writing.
 - All deliverables, reports, and communications may be branded with the Client's branding.
 - The Provider agrees not to represent itself as the service provider to the end customer.
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3. Mutual Cooperation

The Provider agrees to use commercially reasonable efforts to deliver services in accordance with industry best practices.

The Client agrees to:

- Provide timely access to required information, assets, approvals, and platform access
- Communicate client requirements clearly
- Act as the sole point of contact between the Provider and the end customer

Delays caused by the Client or end customer may impact timelines and performance.

4. Expectations & Liability

Marketing results are influenced by many external factors beyond the Provider's control, including platform algorithms, competition, budgets, and market conditions.

- No guarantees are made regarding specific results, rankings, revenue, or lead volumes.
- The Provider guarantees professional expertise, effort, and good-faith optimisation.

To the maximum extent permitted by law, the Provider shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profits or business interruption.

5. Charges & Billing

- All services are provided on a wholesale basis.
- Payment must be made in advance unless otherwise agreed in writing.
- All fees are **non-refundable**.
- Work may not be used, delivered, or resold until payment has been received in full.

Payment terms:

- Invoices are payable within seven (7) days unless otherwise stated
- Late payments may incur interest of up to five percent (5%) per month

Project-based work (e.g. websites) may require staged payments (e.g. 50/50), while recurring services may be billed weekly or monthly.

6. Term & Termination

This Agreement commences upon acceptance and receipt of the first payment.

Either party may terminate this Agreement with **seven (7) days' written notice**.

Upon termination:

- The Client remains responsible for payment of all services rendered up to the termination date
 - Outstanding invoices remain payable in full
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7. Non-Solicitation

The Provider agrees that it will not knowingly solicit, market to, or contract directly with any end customer introduced by the Client during the term of this Agreement and for a period of twelve (12) months following termination.

8. Confidentiality & White-Label Protection

The Provider agrees to maintain strict confidentiality of:

- Client business information
- End customer details
- Pricing, processes, and proprietary methods

No information will be disclosed, reused, or shared beyond what is necessary to perform the services.

This obligation survives termination of the Agreement.

9. Intellectual Property

Unless otherwise agreed:

- All deliverables produced under this Agreement become the property of the Client upon full payment
 - The Provider retains ownership of its internal tools, systems, templates, and methodologies
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10. Limitations

The Client acknowledges that:

- Marketing performance requires time
- Results may fluctuate due to factors outside the Provider's control
- Platform policy changes may impact performance or service delivery

The Provider is not responsible for third-party platform decisions, suspensions, or policy enforcement.

11. Governing Law

This Agreement is governed by the laws of **Queensland, Australia**.

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements.

Both Parties acknowledge that transparency, collaboration, and clear communication are essential to a successful white-label partnership.
