AGREEMENT between LifeWise Digital, Inc. (“Agency”), and  
Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country:\_\_\_\_\_\_\_\_\_\_\_\_\_  
(“Client”)  
1. Appointment  
Client appoints Agency as Client’s advertising agency in connection with the products  
and/or services of Client described in Schedule 1, attached hereto, for a term (“Term”) as  
hereinafter provided.  
2. Scope of Advertising Services  
Agency will provide Client with the advertising services provided in Schedule 2, attached  
hereto. Should Client request Agency to perform additional services beyond what is  
provided in Schedule 2, Agency and Client will negotiate in good faith with respect to the  
terms, conditions, and compensation for such additional services. Any agreement for  
additional services will be set forth in writing and considered an addendum to this  
Agreement.  
Agency will provide services, including account management services according as defined  
in Schedule 2, attached hereto, identified as “Service Level Agreement”.  
3. Ownership  
All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings,  
photographs, graphic materials, film, music, transcriptions, or other materials that are  
subject to copyright, trademark, patent, or similar protection (collectively, the “Work  
Product”) produced by Agency are the property of the Client provided: (1) such Work  
Product is accepted in writing by the Client within twelve (12) months of being proposed  
by Agency; and (2) Client pays all fees and costs associated with creating and, where  
applicable, producing such Work Product. Work Product that does not meet the two  
foregoing conditions shall remain Agency’s property.  
Notwithstanding the foregoing, it is understood that Agency may, on occasion, license  
materials from third parties for inclusion in Work Product. In such circumstances,  
ownership of such licensed materials remains with the licensor at the conclusion of the  
term of the license. In such instances, Client agrees that it remains bound by the terms of  
such licenses. Agency will keep Client informed of any such limitations.  
4. Term  
The term of this Agreement shall commence on the date provided in Schedule 1  
(“Commencement Date”) and shall continue until terminated by either party upon ninety  
(90)days’ prior written notice (“Notice Period”), provided that this Agreement may not be  
terminated effective prior to the expiration of six (6) months from the Commencement  
Date. Notice shall be deemed given on the day of mailing or, in case of notice by email or  
facsimile on the day it is transmitted. During the Notice Period, Agency’s rights, duties,  
and responsibilities shall continue.  
Upon termination, Agency will transfer and/or assign to Client: (1) all Work Product in  
Agency’s possession or control belonging to Client, subject, however, to any rights of third  
parties; and (2) all contracts with third parties, including advertising media or others, upon  
being duly released by Client and any such third party from any further obligations.  
5. Fees and Billing  
Agency will be compensated and Client will be billed as provided in Schedule 3, attached  
hereto.  
6. Confidentiality and Safeguard of Property  
Client and Agency respectively agree to keep in confidence, and not to disclose or use for  
its own respective benefit or for the benefit of any third party (except as may be required  
for the performance of services under this Agreement or as may be required by law), any  
information, documents, or materials that are reasonably considered confidential regarding  
each other’s products, business, customers, clients, suppliers, or methods of operation;  
provided, however, that such obligation of confidentiality will not extend to anything in the  
public domain or that was in the possession of either party prior to disclosure. Agency and  
Client will take reasonable precautions to safeguard property of the other entrusted to it,  
but in the absence of negligence or willful disregard, neither Agency nor Client will be  
responsible for any loss or damage.  
7. Indemnities  
Agency agrees to indemnify and hold Client harmless with respect to any claims or actions  
by third parties against Client based upon material prepared by Agency, involving any  
claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of  
copyright, except where any such claim or action arises out of material supplied by Client  
to Agency.  
Client agrees to indemnify and hold Agency harmless with respect to any claims or actions  
by third parties against Agency based upon materials furnished by Client or where material  
created by Agency is substantially changed by Client. Information or data obtained by  
Agency from Client to substantiate claims made in advertising shall be deemed to be  
“materials furnished by Client.” Client further agrees to indemnify and hold Agency  
harmless with respect to any death or personal injury claims or actions arising from the use  
of Client’s products or services.  
8. Commitments to Third Parties  
All purchases of media, production costs, and engagement of talent will be subject to  
Client’s prior approval. Client reserves the right to cancel any such authorization,  
whereupon Agency will take all appropriate steps to effect such cancellation, provided that  
Client will hold Agency harmless with respect to any costs incurred by Agency as a result.  
If at any time Agency obtains a discount or rebate from any supplier in connection with  
Agency’s rendition of services to Client, Agency will credit Client or remit to Client such  
discount or rebate.  
For all media purchased by Agency on Client’s behalf, Client agrees that Agency shall be  
held solely liable for payments only to the extent proceeds have cleared from Client to  
Agency for such media purchase; otherwise, Client agrees to be solely liable to media  
(“Sequential Liability”). Agency will use its best efforts to obtain agreement by media to  
Sequential Liability.  
9. Amendments  
Any amendments to this Agreement must be in writing and signed by Agency and Client.  
10. Notices  
Any notice shall be deemed given on the day of mailing or, if notice is by e-mail, on the  
next day following the day of transmission.  
11. Governing Law  
This Agreement shall be interpreted in accordance with the laws of the State of Delaware  
without regard to its principles of conflicts of laws. Jurisdiction and venue shall be solely  
within the State of Delaware.  
IN WITNESS WHEREOF, Agency and Client have executed this Agreement.  
LIFEWISE DIGITAL, INC.  
By:  
Richard DeSimone  
Title: CEO \_\_\_\_\_\_  
CLIENT  
By:  
Name:  
Title:  
Schedule 1: Products/Services Assigned to Agency  
Digital Advertising Program Management including but not limited to:  
• Local Google Paid Search  
o Campaign Management  
o Campaign Reporting  
Schedule 2: Commencement Date and Scope of Services  
I. Commencement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
II. Scope of Services  
A. Google Ad Words/Search Campaigns – Set-up and Media Placement.  
B. Monitor Campaign Performance – Review Program Analytics not less than monthly.  
C. Prepare, and submit to Client for approval, advertising recommendations and program  
strategies based on performance.  
D. Prepare and submit to Client for approval, estimates of costs of recommended  
advertising programs.  
E. Prepare and submit to Client, program fee structures based on program size and scale.  
F. Order the media space, time, or other means to be used for Client’s advertising,  
endeavoring to manage media bid rates to maximize program goals.  
G. Check and verify insertions, displays, broadcasts, or other placements or distribution  
methods used, to access and assure program performance goals and return on  
investment  
III. Scope of Account Management and Support Services  
A. Provide overall project and account management as follows:  
a. Response to email requests or questions from 9AM to 5PM Eastern Time, on  
weekdays.  
b. Videoconference calls will be conducted with each client, upon program  
registration, and up to one time monthly with each client upon client’s request.  
Video calls are intended to collaborate with client to assess ad content, bidding  
and budgeting strategies and to review results and to answer questions and make  
program recommendations. One conference call per month, per client is  
included in the program fee.  
c. Monthly analytics reporting will be reported monthly, and program performance  
recommendations and adjustments will be provided if applicable.  
Schedule 3: Compensation and Billing Procedures  
I. Monthly Budget:  
A. Client has set its initial monthly budget at $\_\_\_\_\_\_\_\_\_\_ (“Monthly Budget”).  
B. Monthly Budget shall be applied to agency fees and media costs according to the fee  
and media allocation table presented below.  
2. Compensation  
Client will pay to agency the monthly budget in advance by credit card, wire transfer or  
ACH, or check. Payment shall be allocated according to the budget level listed in the table  
below. Payment is made in consideration of the advertising services performed by Agency  
and payment for the media services. Such fee shall be deemed a nonrefundable advance  
against media placement costs and service fees to be received by Agency as follows:  
3. Billing and Payment Procedures  
A. Client shall:  
(i) provide a credit card and authorization to utilize card for the monthly budget amount  
prior to media placement, or  
(ii) in not less than ten (10) days in advance of the commencement date of the program,  
submit a check for the full amount of the first six (6) months of the program budget,  
B. On all outside purchases outside of or in addition to the program budget amount,  
Agency will provide an invoice with proof of billed charges from suppliers. Such  
invoices will be paid upon terms of Net 15 days.  
C. Credit Cards shall be charged no more than ten (10) days prior to the first day of the  
month to which the budget shall be applied and a receipt shall be provided by email or  
mail to the client.  
Program Charges  
Monthly - Service Fee $95  
Media Commission 15%  
Credit Card Services Charge % 2.5%