**EW Signature**

Advert

AGREEMENT TEMPLATE

**EW Signature**

This Advertising Agreement, hereinafter referred to as the "Agreement," outlines the terms and conditions upon which COMPANY NAME, a Company duly registered under the laws of STATE, having a registered number of REGISTERED NUMBER with its registered address at REGISTERED ADDRESS, hereby engages ADVERTISER NAME, a Company duly registered under the laws of state, having a registered number of REGISTERED NUMBER with its registered address at REGISTERED ADDRESS, as an advertiser for the Company, hereinafter jointly referred to as the "Parties."

WHEREAS the principal business of the Company is ACTIVITY WHEREAS: Advertiser provides advertising services in the above area.

WHEREAS the company is desirous of engaging the advertiser to provide advertising services on such terms as are outlined throughout this agreement and the said advertiser for his part is desirous of being engaged by the Company to provide said advertisement on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

**DEFINITIONS**

In this Advertising Agreement:

**"Territory"** means TERRITORY.

**"Social Media"** refers to platforms such as Facebook, Google+, LinkedIn, etc.

**"Advertisements"** means online ads.

**"PPC" / "CPC"** means Pay Per Click advertising.

**"PPV", "PPM", "PPI", "CPI", "CPM"** mean Cost Per View advertising.

**"Display Ads"** refers to advertisements via display networks.

**"SEO"** means Search Engine Optimisation.

**"Video Advertising"** refers to advertising on platforms like YouTube, Vimeo, or similar.

**"Viral Advertising"** includes forms of viral marketing, stealth advertising, and memes.

**"Bonus Offers"** includes offering goods, services, ebooks, or incentives to customers.

**"Fees"** refers to the amounts in Clause 4.

**"Budget"** refers to the advertising budget outlined in Clause 5.

Grammatical and contextual clarifications:

Singular includes plural and vice versa.

Terms denoting people include both natural and legal persons.

Headings are for convenience and do not form part of this Agreement.

The English version of this Agreement prevails over any translation.

Any illegal clause will void that clause only, not the entire Agreement.

This Agreement may be executed in counterparts, each considered an original.

Despite errors in execution, the terms are binding by the Parties’ conduct.

**INFORMATION PROVISION**

The Company agrees to provide the Advertiser with the following:

**Advertising Types and Features:**

Advertising on websites sharing a similar target audience.

Viral Advertising through word-of-mouth and brand ambassadorship.

Video Advertising to educate viewers using platforms like YouTube.

Radio Advertising via traditional or online stations.

TV Advertising targeting networks or programs.

Magazine Advertising supplemented with digital promotions.

Billboard Advertising targeting geographic areas.

Word-of-Mouth Advertising relying on loyal customers.

**Prohibited Advertising Methods:**

Pop-ups that disrupt user experience.

Bonus Offers that escalate costs unnecessarily.

Affiliate Marketing resembling pyramid schemes.

**Approval Requirements:**

Advertisements must be pre-approved by the Company.

**Post-Termination Deliverables:**

Complete keyword lists associated with ads or SEO.

Advertising copy and creative materials.

PPC/PPV strategies, targeted territories, budgets, and demographics.

Traffic details, including Google Analytics data.

**FEES**

The Company shall pay the Advertiser as detailed:

Monthly retainers.

Hourly rates for design work.

Media production for TV/radio ads.

Talent fees for advertisement appearances.

License fees for specific technologies.

Branding/redesigning costs.

Printing or delivery expenses.

**Fee Structures Include:**

Fixed retainers (e.g., $X per month).

% of closed sales.

$  per click or email signup.

$  per hour of design work.

**ADVERTISING BUDGET MANAGEMENT**

The Company provides a Budget to cover campaign costs.

Budget payments follow agreed terms.

Unused Budget is returned upon Agreement termination.

**DURATION**

This Agreement remains effective until:

The Company fails to pay fees within  days (unless agreed otherwise).

Either Party provides written notice (14 days).

One calendar year passes.

**WARRANTIES AND INDEMNITIES**

Both Parties are authorized to enter into this Agreement.

Both Parties commit to fulfilling obligations.

Advertiser shall:

Use only approved advertising methods.

Allocate Budget exclusively to advertising.

Suspend campaigns if instructed by the Company.

The Company will:

Pay all fees promptly.

Advertiser guarantees originality in material and compliance with copyright.

The Advertiser shall not engage in:

Misleading representations.

Tasteless or offensive advertisements.

Both Parties submit to the legal jurisdiction defined in Clause 11.

**CONFIDENTIALITY**

Advertiser will maintain confidentiality of all Company-provided information.

The Company will not disclose Advertiser details to third parties.

Confidentiality terms survive the Agreement expiration.

**VARIATION**

Amendments must be in writing and agreed by both Parties.

**NOTICES**

Notices must be in writing, delivered personally or to an agreed address.

**GOVERNING LAW, DISPUTES, AND ARBITRATION**

The Agreement follows the laws of STATE/COUNTRY.

Disputes are under the jurisdiction of STATE/COUNTRY courts.

Disputes may be referred to arbitration under ICC guidelines.

**SIGNATURES**

{Account.Name}

{FirstName} {LastName}