

SALES AGREEMENT FOR DIGITAL MARKETING SERVICES

SALES AGREEMENT

This Sales Agreement (the "Agreement") is made and entered into on this **20th day of March, 2025** (the "Closing Date"), by and between:

[Insert Seller/Service Provider Company Name], a company duly organized and existing under the laws of [Insert Jurisdiction], with its principal office located at [Insert Seller's Address] (hereinafter referred to as "Seller" or "Service Provider");

-and-

STARTUP Y VENTURES, [Insert Legal Form, e.g., a corporation / partnership] duly organized and existing under the laws of [Insert Jurisdiction], with its principal office located at [Insert Buyer's Address] (hereinafter referred to as "Buyer" or "Client").

WHEREAS, the Seller is engaged in the business of providing digital marketing services and has the expertise to deliver the services required by the Buyer;

WHEREAS, the Buyer desires to avail itself of the digital marketing services offered by the Seller, and the Seller agrees to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. CONTRACT IDENTIFICATION

This Contract is identified by the unique reference number **SA-DM-2025-007**. All communications and documents related to this engagement shall refer to this Contract ID.

2. DESCRIPTION OF SERVICES

The Seller agrees to provide the following digital marketing services to the Buyer, herein identified as **DM-CAMPAIGN-003**: [Clearly describe the digital marketing services, e.g., "Development and execution of a comprehensive digital marketing campaign including SEO, SEM, social media management, and content marketing, as detailed in Exhibit A (Scope of Work)."].

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3. AGREEMENT PRICE AND PAYMENT TERMS

- a. The total agreed-upon price for the services rendered under this Agreement is **EIGHTY THOUSAND PESOS (PHP 80,000.00)** (the "Agreement Price").
- b. The payment for the services shall be made according to the following schedule: **Monthly retainer fee with performance bonuses**, as detailed in Exhibit B (Payment Schedule and Performance Metrics).
- c. All payments shall be made in Philippine Pesos (PHP) via [Specify Payment Method - e.g., bank transfer to Seller's account, check].

4. PROJECT TIMELINE

The services are expected to commence on [Insert Start Date] and continue as per the agreed-upon duration specified in Exhibit A, subject to any agreed-upon change orders or unforeseen delays.

5. RESPONSIBILITIES OF THE PARTIES

- a. **Seller's Responsibilities:** [List key responsibilities, e.g., Deliver services as per agreed scope, provide regular performance reports, ensure quality of work.]
- b. **Buyer's Responsibilities:** [List key responsibilities, e.g., Provide necessary access to accounts/platforms, make timely payments, provide feedback and approvals.]

6. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary and sensitive information disclosed during the term of this Agreement.

7. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of [Specify City/Province - e.g., Makati City, Philippines].

8. ENTIRE AGREEMENT

This Agreement, including any attached exhibits or addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

9. AMENDMENTS

Any amendment or modification to this Agreement must be in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Closing Date first above written.

SELLER/SERVICE PROVIDER:

[Seller/Service Provider Company Name]

By: [Name of Authorized Signatory]

Title: [Title of Authorized Signatory]

BUYER:

STARTUP Y VENTURES

By: [Name of Authorized Signatory]

Title: [Title of Authorized Signatory]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

BEFORE ME, a Notary Public for and in the City/Municipality of _____, this _____ day of _____, 2025, personally appeared:

Name: [Name of Authorized Signatory - Seller]

Competent Evidence of Identity: [e.g., Passport No., Driver's License No.]

Issued On/At: [Date/Place of Issue]

Name: [Name of Authorized Signatory - Startup Y Ventures]

Competent Evidence of Identity: [e.g., Passport No., Driver's License No.]

Issued On/At: [Date/Place of Issue]

who are personally known to me and to me known to be the same persons who executed the foregoing

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instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consists of [Number] () pages, including this page where the acknowledgment is written, and has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2025.