

**ScaleUp Ventures**

WE PROVE IT BEFORE YOU BUY

**Service Agreement**  
Digital Advertising Services

# Digital Advertising Services Agreement

Effective Date: \_\_\_\_\_

**PROVIDER****ScaleUp Ventures**\_\_\_\_\_  
\_\_\_\_\_**CLIENT****Crawley Mediation Services,  
LLC**\_\_\_\_\_  
\_\_\_\_\_

## 1 Services

Provider agrees to perform the following digital advertising services for Client:

### 1.1 Scope of Services

- Setup and management of paid advertising campaigns on Meta (Facebook/Instagram)
- Ad copywriting and creative development (2-4 static images per month)
- Audience targeting and optimization
- Weekly campaign optimization
- Monthly performance reporting

### 1.2 Campaign Objective

Generate qualified leads for Client's business as described in Exhibit A.

### 1.3 Lead Definition

A "Lead" under this Agreement means an individual who submits a contact form expressing interest in Client's services, providing their name and either phone number or email address (one required, one

optional). Description of their situation is optional.

## 2 Term

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### 2.1 Initial Term

This Agreement shall commence on the Effective Date and continue for an initial term of three (3) months ("Initial Term").

### 2.2 Renewal

Following the Initial Term, this Agreement shall automatically renew on a month-to-month basis unless either party provides written notice of termination at least fourteen (14) days before the end of any monthly period.

### 2.3 Campaign Timeline

- Week 1-2: Onboarding, asset collection, campaign build
- Week 2: Campaign launch
- Month 1: Learning phase (algorithm optimization)
- Month 2: Optimization phase
- Month 3: Performance phase

## 3 Compensation

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### 3.1 Fees

ITEM	MONTHLY AMOUNT
Ad Spend (paid directly to Meta by Client)	\$750
Campaign Management Fee (paid to Provider)	\$750
<b>Total Monthly Investment</b>	<b>\$1,500</b>

### 3.2 Payment Schedule

Client agrees to pay according to the following selected option:

☐ **Option A - Standard Payment**

Full monthly fee of \$1,500 due on the 1st of each month, beginning on the Effective Date. Total: \$4,500.

☐ **Option B - Split Payments**

\$1,500 due upon signing. \$1,500 due 30 days after signing. \$1,500 due 60 days after signing. Total: \$4,500.

☐ **Option C - Month-to-Month Trial**

\$1,500 due upon signing. Client may terminate after the first 30 days per Section 5.2. If Client continues, remaining \$3,000 due per Option A or B schedule.

### 3.3 Ad Spend

Client shall pay ad spend directly to Meta. Provider does not collect, hold, or mark up ad spend. Client will receive direct access to their Meta advertising account.

### 3.4 Late Payments

Payments not received within ten (10) days of the due date may result in campaign suspension until payment is received.

### 3.5 Rate Adjustment

The Management Fee reflects a discounted introductory rate. Following the Initial Term, if Client elects to continue services, the Management Fee shall increase by \$250 per month, up to a maximum of \$2,500 per month, at which point fees will be reviewed as we grow and scale together.

## 4 Lead Delivery Guarantee

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### 4.1 Minimum Lead Commitment

Provider commits to delivering a minimum of **18** Leads during the Initial Term.

### 4.2 Remedy

If Provider fails to deliver the minimum number of Leads by the end of the Initial Term, Client shall be entitled to a refund of Management Fees paid during the Initial Term, totaling **\$2,250** (\$750 x 3 months).

### Early Termination Refund Terms

- **No leads delivered:** Client receives a full refund of the Management Fee for that period (\$750/month).
- **Partial leads delivered:** Client receives a prorated refund based on the percentage of the 18-lead commitment not delivered. (Example: If 9 of 18 leads delivered = 50% refund of total Management Fees.)
- **Full 18 leads delivered:** No refund is due.

#### 4.3 Exclusions

This guarantee does not apply if:

- Client fails to respond to Leads within 48 hours
- Client's landing page or contact methods are non-functional
- Client makes material changes to services or pricing that affect lead conversion
- Client fails to make timely payments, resulting in campaign suspension
- External events beyond Provider's reasonable control prevent campaign delivery (platform outages, policy changes, etc.)

#### 4.4 Ad Spend

Ad spend paid directly to Meta is non-refundable under any circumstances, as these funds are paid to a third party and not retained by Provider.

## 5 Termination

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### 5.1 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fourteen (14) days of receiving written notice.

### 5.2 Early Termination (Option C Only)

If Client selected Option C (Month-to-Month Trial), Client may terminate this Agreement at the end of the first 30 days by providing written notice. Refund terms for the first month shall follow Section 4.2 (Early Termination Refund Terms) based on leads delivered per the sales plan.

### 5.3 Effect of Termination

Upon termination:

- Provider shall cease all advertising activities
- Client shall pay any outstanding fees for services rendered
- Provider shall provide Client with final performance report
- Client retains ownership of their Meta advertising account and all data therein

## 6 Client Responsibilities

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Client agrees to:

**6.1** Provide timely access to necessary business information, branding assets, and approvals

**6.2** Respond to Leads within 48 hours of receipt

**6.3** Maintain a functional website and contact methods

**6.4** Provide honest feedback on lead quality within 7 days of receipt

**6.5** Make payments according to the selected payment schedule

**6.6** Not make material changes to service offerings or pricing without notifying Provider

## 7 Independent Contractor

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Provider is an independent contractor. Nothing in this Agreement creates an employment, partnership, or agency relationship. Provider shall be responsible for all taxes arising from compensation paid under this Agreement.

## 8 Confidentiality

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Each party agrees to keep confidential any proprietary or business information disclosed by the other party. This includes but is not limited to: business strategies, client lists, pricing, and campaign performance data.

## 9 Limitation of Liability

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**9.1** Provider makes no guarantees regarding Client's revenue, sales, or business outcomes. Lead generation results depend on many factors outside Provider's control, including but not limited to: Client's sales ability, market conditions, and service quality.

**9.2** Provider's total liability under this Agreement shall not exceed the total Management Fees paid by Client during the Initial Term (**\$2,250**).

**9.3** In no event shall Provider be liable for any indirect, incidental, special, consequential, or punitive damages.

## 10 Intellectual Property

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**10.1 Client Materials:** Client retains ownership of all pre-existing materials provided to Provider.

**10.2 Ad Creatives:** Ad copy, images, and other creative materials developed by Provider specifically for Client's campaigns shall become Client's property upon full payment.

**10.3 Provider Methods:** Provider retains ownership of its proprietary methods, processes, and tools used in delivering services.

## 11 Governing Law

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This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles. Any disputes arising under this Agreement shall be resolved in the state or federal courts located in Wake County, North Carolina.

## 12 Entire Agreement

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This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to this subject matter. This Agreement may only be amended in writing signed by both parties.

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Signatures

By signing below, both parties agree to the terms and conditions set forth in this Agreement.

**PROVIDER: ScaleUp Ventures**

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

\_\_\_\_\_

**CLIENT: Crawley Mediation  
Services, LLC**

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

\_\_\_\_\_

Exhibit A: Service Details

Client Business	Crawley Mediation Services, LLC - Mediation services for parents dealing with custody and divorce situations
Target Market	Parents ages 25-45 in Virginia (Chester, VA area + virtual statewide) dealing with custody/divorce
Campaign Platform	Meta (Facebook/Instagram)
Monthly Ad Spend	\$750
Monthly Management Fee	\$750
Initial Term	3 months
Minimum Lead Guarantee	18 leads over 3 months (refund: \$2,250 if not met)
Campaign Start Date	