



This Digital Marketing Agreement (hereinafter: "Agreement"), is made effective as of _____ by and between the following parties:

_____, hereinafter referred to as "Client," having an address at _____

Email: _____ -

and TAYLEX Digital Marketing, hereinafter referred to as "Digital Marketer," having an

Email: taylexdigitalmarketing@gmail.com

The parties shall be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

Whereas client is engaged in the following Business (the "Business"):

WHEREAS, Digital Marketer has expertise and experience in drafting successful marketing service(s);

WHEREAS, Client would like to engage Digital Marketer to create marketing service(s) for the Business;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

ARTICLE I: SCOPE:

This agreement sets forth the terms and conditions whereby Digital Marketer agrees to produce certain marketing service(s) (as described below) for Client. Digital Marketer will be engaged solely and exclusively for the limited purpose of providing the marketing service(s) to the Client.

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of the other and its status at all times will continue to be that of an independent contractor relationship.



ARTICLE II: DESCRIPTION OF SERVICES AND WARRANTIES:

The Client hereby engages the Digital Marketer and the Digital Marketer accepts such engagement to provide the following marketing service(s) for the Client:

Digital Marketer represents and warrants that Digital Marketer has the knowledge, skills, and experience necessary to produce the marketing service(s). Digital Marketer agrees that the marketing service(s) will be original, that Digital Marketer will be the sole author of the marketing service(s), and that the marketing service(s) will be free from plagiarism. Digital Marketer agrees to use reasonable care, as is considered standard in Digital Marketer’s industry, to ensure that all statements contained within the marketing service(s) are true and do not infringe upon the marketing service(s) right, right of privacy, right of publicity, or any other proprietary right of any third party. Client acknowledges and agrees, however, that full and final verification for accuracy is Client’s responsibility.

ARTICLE III: EDITS AND APPROVAL

The deadline for the completed marketing service(s) to be delivered to the Client is as follows:
_____.

The Client agrees not to alter the marketing service(s) unless the alterations are agreed upon by both parties in writing and notated within or upon this Agreement.

Digital Marketer’s fees include the following number of edit rounds per piece of marketing service(s): initial draft + 2 editing rounds. These edits include the following components:

1. Initial draft
2. **Revisions**
3. **Final draft**

If Digital Marketer shall not hear from Client within the following specified number of days after submission of marketing service(s), the marketing service(s) shall be considered accepted with no further changes permitted: ___ days.



If the Client wishes to alter the marketing service(s) beyond the initial description of the marketing service(s) listed and beyond the included edits, Digital Marketer will still be owed all fees invoiced before any additional edits are made. Digital Marketer shall then invoice for additional edits, which will be determined at the time the edits are discussed.

ARTICLE IV: INTELLECTUAL PROPERTY:

The marketing service(s) will become the intellectual property of Client, as a work-made-for-hire, only for the limited purposes as outlined elsewhere in this Agreement.

Digital Marketer may be engaged or employed in any other business, trade, profession, or other activity which does not place Digital Marketer in a conflict of interest with the Client, provided, that, during the term Digital Marketer shall not be engaged in any business activities that compete with the business of the Client without the Client's prior written consent.

ARTICLE V: FEES AND EXPENSES:

Client will be billed through an invoice to email _____ upon receipt of the signed contract in the amount of \$_____. 50% of payment (\$_____) is due 0 days after this contract is signed, and the other 50% is due on _____ (\$_____).

Payment may be made as follows (Venmo, Paypal):

TAYLEX Digital Marketing
@TAYLEXdigitalmarketing



Payment will be made within the following amount of time after receipt of the invoice: 7 days. For past due invoices, a late fee of the following will apply: 15% of invoice **every** 7 days after due date.

The marketing service(s) will begin at the execution of this Agreement as well as when the Digital Marketer receives the following retainer: \$_____.



Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by the receipt and reasonable supporting documentation. The Parties will agree on the expenses prior to the expenses being incurred.

ARTICLE VI: TAXES:

Digital Marketer herein acknowledges that they will send an IRS Form W-9 and receive an IRS Form 1099-MISC from the Client. Client shall not withdraw any applicable tax funds from any fees paid to Digital Marketer. Digital Marketer and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

ARTICLE VII: DELIVERABLES AND MILESTONES:

All marketing service(s) is to be completed and wrapped up by: _____.

Digital Marketer agrees to the following milestones:

ARTICLE VIII: LIMITATION OF PURPOSE:

Client agrees that Client may only use the marketing service(s) created by Digital Marketer for the limited purposes outlined by this Agreement. Specifically, the marketing service(s) may be used for the following purposes:

Should Client use the marketing service(s) for any other purpose, Digital Marketer is free to pursue all remedies available under the law, including an action for intellectual property infringement.

ARTICLE IX: NONEXCLUSIVITY:

Client and Digital Marketer hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. Digital Marketer shall be free to continue working for and taking on new clients, without regard to Client. Digital Marketer does not need Client approval for any such work.

ARTICLE X: CLIENT LEGAL REQUIREMENTS:

The header graphic features a teal background with a collage of vintage-style elements, including a typewriter, a globe, and various documents. The text 'TAYLEX DIGITAL MARKETING' is written in a large, serif font, with 'TERMS & CONDITIONS' in a smaller, bold, serif font below it.

TAYLEX DIGITAL MARKETING TERMS & CONDITIONS

It is the Client's sole and exclusive responsibility to ensure that all legal requirements for Client's business are met. Such legal requirements include, but are not limited to, ensuring claims on advertising and graphics are true, accurate, and may be legally stated, as well as ensuring all products and product sales are lawful. Digital Marketer shall not be responsible for any legal, technical, or regulatory specifications.

ARTICLE XI: TERMINATION:

The Parties may terminate this Agreement prior to the specified end date by giving notice in writing. Notice shall be given at least the following amount of time before termination: ____ days.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party.

If Client finds the marketing service(s) unsatisfactory, Digital Marketer shall be given the following amount of time for one revision to cure: 5 days. After this cure period, if Client still finds the marketing service(s) unsatisfactory, Digital Marketer shall not be under any additional obligations. Client shall still be responsible to pay Digital Marketer all due fees and the Parties may then terminate this Agreement.

This agreement will also immediately terminate upon the death of the Digital Marketer or Client, the inability of the Digital Marketer to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client or Digital Marketer in any manner, or the filing of any petition by or against the Client or Digital Marketer under federal or state bankruptcy or insolvency laws. This Agreement may also be terminated by either Party in writing. Notice shall be given at least the following amount of time before termination: 30 days.

Upon termination for any reason, all fees and reimbursements shall be paid and provided to the Client as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Digital Marketer shall promptly after such expiration or termination:

- Deliver to the Client all deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Digital Marketer's use by the Client;
- Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;

The header image features a collage of vintage-style documents and a typewriter. The text 'TAYLEX DIGITAL MARKETING' is prominently displayed in a large, serif font, with 'TERMS & CONDITIONS' centered below it in a smaller, bold, serif font. The background is a textured, light greenish-blue color with various faint, overlapping text and graphics from old documents.

TAYLEX DIGITAL MARKETING TERMS & CONDITIONS

- Permanently erase all of the confidential or proprietary information from any of the Digital Marketer's computer systems; and
- Certify in writing to the Client that Digital Marketer has complied with the requirements of this clause.

ARTICLE XII - CONFIDENTIAL OR PROPRIETARY INFORMATION:

Digital Marketer hereby acknowledges and agrees that Digital Marketer may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Digital Marketer understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to Client. As such, Digital Marketer agrees that they shall:

- I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;
- II) Not marketing service(s) or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;
- III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;
- IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;
- V) Inform Client immediately if Digital Marketer becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

ARTICLE XIII - PORTFOLIO USE:

Notwithstanding the specific intellectual property rights granted by this Agreement, Digital Marketer shall be permitted to use all marketing service(s) in Digital Marketer's professional portfolio, after such marketing service(s) has been made public by the Client. Nothing contained herein shall limit Digital Marketer's such right.

ARTICLE XIV - CREDIT:

Client shall credit Digital Marketer's names on marketing service(s) created hereunder in a manner agreed to by the Parties in writing prior to the release of the marketing service(s) to the public. Please list as the following: TAYLEX Digital Marketing or @taylexdigitalmarketing on social media platforms.

The header image features a teal background with a collage of vintage-style elements, including a typewriter, a camera, and various documents. The text 'TAYLEX DIGITAL MARKETING TERMS & CONDITIONS' is centered in a dark, serif font. The word 'TAYLEX' is in a larger, outlined font, while 'DIGITAL MARKETING' is in a smaller, solid font. The words 'TERMS & CONDITIONS' are in a medium-sized, solid font.

TAYLEX DIGITAL MARKETING TERMS & CONDITIONS

ARTICLE XV- INDEMNIFICATION:

Digital Marketer and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

ARTICLE XVI - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

ARTICLE XVII - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of North Carolina. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Digital Marketer will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

ARTICLE XVIII - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of North Carolina without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the marketing service(s) provided hereunder: Sullivan.

ARTICLE XIX - BENEFIT:



This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

ARTICLE XX - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

ARTICLE XXI- NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

ARTICLE XXII - FORCE MAJEURE:

Digital Marketer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

ARTICLE XXIII - ASSUME POSITIVE INTENT:

All facets of marketing are subject to market fluctuation. Increase in sales, engagements, clicks, revenue, or any other market or audience increase is based upon projections. Digital Marketer is in charge of tracking progress of projections. If projections do not meet expectations, Client assumes positive intent in Digital Marketer, provided that Digital Marketer can show attempts to meet projections.

ARTICLE XXIV- HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.



ARTICLE XXV- ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Digital Marketer relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Client Business Name: _____

Digital Marketer:

Representative Name: Taylor Booker (TAYLEX Digital Marketing)

Representative Signature: *Taylor Booker*

Representative Title: Owner, Digital Marketer

Digital Marketer Business Name: TAYLEX Digital Marketing