Social Media Marketing Agreement

This Agreement is made and entered into on the <dd/mm/year>

BY AND BETWEEN, theWINgroup inc, a company registered in the State of NEW YORK, having its registered office at <2753 Broadway, New York, NY 10025>, acting through all its directors (hereinafter referred to as the “AGENCY”) of the ONE PART;

AND

<CLIENT NAME> (hereinafter referred to as the “CLIENT”, which expression shall, unless it is repugnant to the context or meaning thereof.

**RECITALS**

1. theWINgroup inc has experience and expertise in the development of social networking (“social networking platforms”) strategies for web pages, web sites and other computer networks.
2. CLIENT desires to have theWINgroup inc develop and deploy social networking strategies and custom social networking site, design a social networking campaign, provide custom programming and integration services and other services as outlined in “Ongoing Activities”, attached herein (the “Scope of Service”)
3. theWINgroup inc desires to develop the CLIENTS website, social networking strategy and services under the terms and conditions set forth herein.

**WHEREAS:**

A. theWINgroup inc is engaged in the business of providing services of online marketing, web development, web consulting, domain services, hosting services, search engine optimization (SEO), pay per click campaigns, web businesses, affiliate marketing, online reputation management, mobile development, web maintenance services and any other information, technology and web related activities.

B. The CLIENT is engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

C. The CLIENT is desirous of procuring the services of theWINgroup inc for DIGITAL MARKETING for its brand \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

D. Pursuant to discussions and in consideration of the undertakings, obligations and covenants of the CLIENT, and/or its affiliates have agreed to provide services to the CLIENT, on the terms and conditions more particularly set out herein below.

**SCOPE OF SERVICE**

theWINgroup inc as the Social Media consultant, in consideration of full and timely payment as per the “Payment Terms” (stated below), will provide the following Social Media services to the CLIENT for the brand <“\_\_\_\_\_\_”>:

**Ongoing Activities**:

*Platforms to be used:*

1. Optimization of Facebook Page

2. Optimization of Twitter page

3. Optimization of the <Blog>

4. Optimization of the YouTube Channel

5. Measurement and reporting at the end of the month

**CLIENT RESPONSIBILITIES**

CLIENT will need to provide: - Company Logo(s) and other marketing material when requested - Timely communication and responses when working with our staff to avoid delays in executions CLIENT must be timely and proactive in the actionable strategies or tactics needing to be implemented as agreed upon by both parties.

**RESPONSIBILITY FOR DISHONOR**

CLIENT may at anytime during the term of this Agreement, relieve theWINgroup inc of its services, if the latter is found to be operating unethically, maliciously, with fraud or with dishonor to the CLIENT.

theWINgroup inc may at anytime during the term of this Agreement relieve itself of its services to the CLIENT, if the CLIENT is found to be operating unethically or with dishonor towards theWINgroup inc.

**CONFIDENTIALITY**

Any sensitive figures, data, sales projections, budgets amounts, sales reports, etc relating to the brand <“Brand Name”>, obtained by theWINgroup inc will remain confidential and will not be shared with anyone outside the company. Each Party (the“Receiving Party”) agrees that it will not disclose to any third party or use any Confidential Information of the other Party (the“Disclosing Party”), except as expressly permitted in this Agreement, and that it shall take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which shall in no events be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure (i) of information that is in or enters the public domain other than by reason of a breach by the Person receiving such information, (ii) of information that was in the possession of the “Receiving Person” prior to its disclosure to such Person, or (iii) required by law, regulation, legal process, or order of any court or governmental body having jurisdiction provided, however, that prior to such disclosure, the Party who is required to disclose the information shall inform the other Party and consult with that Party as to the information which will be disclosed and, provided, further, that the information so disclosed shall be limited to that legally required to be disclosed pursuant to such law, regulation, legal process, or order of any court or regulatory / government authority.

**CONTRACT TERMS**

The period of the contract is for <3 months> from the signing date of this Agreement.

CLIENT agrees that THE subscription for services a mentioned in the above Scope of Work is a <monthly recurring> charge billed <every 30 days> during the term of the Agreement.

**RIGHT TO CANCEL**

If after 60 days (2 months) from the commencement of the Agreement, if the CLIENT is not completely satisfied with the services provided by theWINgroup inc, it may immediately cancel this Agreement by giving a one month notice to theWINgroup inc in writing via email. Failure to follow the cancellation policy mentioned in this Clause may result in continued billing.

The Parties further agree that in the event this Agreement is cancelled /terminated for any reason, the CLIENT shall not be liable to pay the Fees from the effective date of termination of this Agreement.

**PAYMENT**

It has been agreed that the CLIENT shall pay an amount of $XXXXXXX USD <per month>. It has been agreed that the CLIENT will pay a “deposit fee” in the amount of $XXXXXXXX USD. It has been agreed to by the Parties hereto that in the event of any delay on the part of the CLIENT to pay all the Fees within 7 days from the due date, would constitute a Material breach of the Agreement by the CLIENT and theWINgroup inc shall have the right to stop execution of any and all services to the CLIENT after the expiry of such a period until all outstanding dues have been cleared.

**ENTIRE AGREEMENT**

CLIENT acknowledges that these Terms with the included Privacy Statement constitute the entire Agreement between the CLIENT and theWINgroup inc.

**SEVERABILITY**

CLIENT agrees that if any term in this Agreement is deemed to be invalid, unlawful or unenforceable for any reason, all other terms shall remain in force.

**COPYRIGHT**

theWINgroup inc agrees not to use any copyrighted material from sources not provided by the CLIENT in marketing and advertising efforts which can lead to legal complications for the client. The Client agrees not to provide any creative pictures or content, which can cause any legal complications to theWINgroupinc.

**NOTICES**

Any or all notice to be given by the parties hereto to each other under this agreement shall be in writing and shall be transmitted (a) by registered post or by courier service or by personal delivery, as elected by the party giving such notice, at the addresses as mentioned below:

a) In the case of notice to the Agency at: “2753 Broadway, New York, NY 10025”

b) In the case of notice to the Client at: <”CLIENT ADDRESS”>

<CLIENT NAME> theWINgroup inc

Authorised Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorised Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_