

White Label Digital Marketing Client Agreement

Fawkes Digital Marketing (also known as "Contractor") will provide _____ (also known as "Client") with Digital Marketing Services as selected below in the Terms and Conditions below. This agreement is for as many customers the client ads with no price increases during the agreed terms.

Terms and Conditions

The following services and rates apply. You will be locked into the current flyer prices at the time of your signing. You will receive 10% off for your first ten clients. After your first ten clients you will move to a 20% discount.

One-time charge (Paid Upon Agreement)

There will be either a website cost or a website migration cost. All sites are hosted on our dedicated WordPress or HTML5 servers depending upon the site.

Monthly charge (Paid once live for new sites or on the first billing date)

Every client starts with a care plan. The first care plan is the Material Care Plan. This is web hosting only. This care plan includes core CMS updates and plugin updates, backup/restores, and firewall. The Starter Care Plan, our most popular, has everything the Material Care Plan does and includes organic SEO in the local area the customer is in. This includes getting local citations for their industry, reputation management and monitoring of their brand, quarterly reports, and what is outlined on the website.

Changes and Revisions

You may change to another plan or a custom plan by the creation of another Marketing Agreement.

Copyright

The Client / Client's customer will own the copyright for all material created under this Agreement, and the contractor can showcase sample works from this project as portfolio pieces only with consent and approval from the Client.

Payment

The Client will pay automatically the same day of each month on the day the contract is signed unless a different day is agreed upon for the agreed-upon services through credit card. Any late payments will trigger a fee of 10.00% per month on the amount still owed. No payment for 60-days or the client goes out of business the contractor has the right to contact the client's customer to keep service moving forward. Changes to your payment method are through the Payment Authorization Form or the secure online payment form from our website.

Confidentiality

Confidentiality refers to any data or information relating to the business the Client would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

We agree we will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information, which is a trade secret in which case those obligations will last indefinitely.

All written, oral, and material disclosed or provided by the Client under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided.

Communication

All communication will be between the Contractor and Client. This means:

- the Client's customer contacts you
- the Client contacts us with work to be done
- we complete the work and inform you, the Client
- you verify the work and let your customer know the work is done

Governing Law

This Agreement will be governed by and construed per the laws of the State of Indiana.

Terms of Agreement

The term of this Agreement is for one year from the date signed below and will remain in full force and effect until terminated as provided in this Agreement. After the first year, it can be terminated based on the termination section noted below.

Termination

If either party wishes to terminate this Agreement, that party will notify the other 30-days before the next billing cycle. Termination can happen from month eleven on. If the client doesn't pay, goes out of business, and/or becomes unresponsive for 60-days we reserve the right to contact the customer to keep their business growing.

Agreement Acceptance

Client Acceptance

Client agrees to terms and policies specified above:

Signature: _____ Date: _____

Name & Title: _____

Accepted By

Signature: _____ Date: _____

Name & Title: _____