
PERFORMANCE MARKETING WORK AGREEMENT

with

SP SOCIAL LTD



1. WORK ORDER

The client hereby engages SP Social Ltd to deliver performance marketing services, including:

- 1.1. Campaign Set Up
- 1.2. Creation, Design & Optimisation of Ads
- 1.3. Campaign Testing
- 1.4. Audience Management & Research
- 1.5 Facebook and Instagram (and its networks) re-targeting
- 1.6 Monthly Performance Reporting

This does NOT include (these are available as separate service):

- 1.7 Complete lead generation funnel creation
- 1.8 Back-end emails
- 1.9 Setup of social media platforms
- 1.10 Ad comment monitoring: We do not monitor comments on the ads connected with a fan page
- 1.11 Complete Social Media Strategy
- 1.12 Creation of the content required for the ads

2. TIMELINE

After signing the contract and providing us with the necessary assets, we will discuss in details your objectives during the strategy session. After the strategy session - Your first ads will be live within 10 days.

3. PAYMENT TERMS

Monthly service fees are due on the 1st of each month or every 30 days starting for the

start date. For individual services a deposit of 30% will also be requested. The aforementioned services will be implemented upon receipt of the deposit. In the event of cancellation by the client while job is in progress a minimum of 50% of the total amount will be required.

3.1 Payment, expenses and other operational costs are to be made on the Due Date.

3.2 The Client agrees not to disclose the fee paid to SP Social Ltd to any other parties throughout the duration of this Agreement and for 24 months afterwards.

3.3 Without prejudice to any other right or remedy that it may have, if the Client fails to

pay SP Social Ltd any sum due under this Agreement on the Due Date:

(a) the Client shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and

(b) SP Social Ltd may without liability to the Client suspend part or all of the Services

until payment has been made in full.

3.4 All sums payable to SP Social Ltd under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. CONFIDENTIALITY

4.1 SP Social Ltd acknowledges a duty not to disclose (except to fulfil any legal or statutory obligation) without the Client's permission during or after its term of appointment any confidential information relating to the Client or the Client's business. The Client in turn acknowledges SP Social Ltd's right to use any general information regarding the Client's products or services which it has gained in the course of its appointment and any information which is or becomes publicly available. SP Social Ltd may also disclose on its website, digital marketing and in any promotional or advertising literature that it is engaged by the Client to provide public relations services featuring an approved photo/logo/figure within, during the period of this Agreement and 24 months afterwards.

5. COPYRIGHT

5.1 Subject to clause 8.2 below, the copyright in all artwork, copy and other work produced by or assigned to SP Social Ltd, including any work based upon circulation lists and other materials which are for the benefit of SP Social Ltd's clients remains with SP Social Ltd.

5.2 Provided the Client has complied with all the terms of this Agreement including payment in full by the Client of all amounts due to SP Social Ltd, following termination of this Agreement SP Social Ltd may, if so requested by the Client in writing, assign such copyright as SP Social Ltd owns or which has lawfully been assigned to SP Social Ltd, in work the final design of specifically commissioned by and prepared for the Client.

6. TERMINATION

6.1 Where SP Social Ltd is working for the Client:

(a) on a retained basis, this Agreement shall continue in force until either party gives to the other not less than 1 calendar month's notice in writing by email, which notice may not be given in the first 3 months from the Commencement Date;

(b) on a project or fixed term basis, this Agreement shall continue in force until either party gives to the other not less than 1 calendar month's notice in writing via email.

Termination of this Agreement by the Client shall not have effect until the completion of any subsisting Work Order that has been agreed by the Client and/or is in the course of delivery by SP Social Ltd or payment by the client of the Price in full for such subsisting Work Order, whether the Client wants the Work Order completed or not.

6.2 SP Social Ltd shall have the right to cease providing services and goods and to cancel commitments incurred for the Client and to treat this Agreement as automatically terminated if:

- i. the Client is in arrears on any payment due to SP Social Ltd; or
- ii. any petition is presented for an administration or winding up order against the Client, or a receiver appointed over all or any of the Client's assets or a resolution for the Client's winding up is passed; or
- iii. it shall appear to SP Social Ltd that the Client is or may become unable to pay any sums due or to become due from the Client.

7. REFUNDS

7.1 The Client shall have the right to a refund if requested in writing within 5 working days of transferring the money provided that the service has not yet begun.

8. COMPLETE AGREEMENT

8.1 This Agreement represents the entire agreement between SP Social Ltd and the Client and no variation of its terms shall be valid unless made in writing and signed by both SP Social Ltd and the Client.

9. GOVERNING LAW

9.1 This Agreement and any Work Order issued pursuant to it shall be governed by and construed in accordance with English Law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive OR non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

By signing this document below, you hereby ratify your understanding of these terms

Client Name + Company Name

Client Signature

Date