Digital Marketing Contract

This agreement is made between the Agency and the Client named below and takes effect on the date of the last signature.

Agency

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Client

FULL NAME

EMAIL

PHONE

ADDRESS

Scope of work

The Agency will plan and run the digital marketing activities below for the Client and report results monthly.

CHANNELS AND ACTIVITIES

MONTHLY MEDIA BUDGET (₹)

MEDIA PAID BY

PRIMARY KPI

START DATE

END DATE

RENEWAL

Fees and payment

MONTHLY AGENCY FEE (₹)

BILLING

YEARLY INCREASE (%)

Payment method

◯ UPI ◯ Bank transfer ◯ Auto-debit (NACH) ◯ Cheque

Invoices are payable within 15 days. Late payments may attract interest at 1.5% per month, and the provider

may pause services after 30 days of non-payment with notice.

Specific terms

- Approvals. Creatives and copy go live only after the Client approves them; the Client confirms claims in ads are accurate.
- Ad accounts. Ad accounts are owned by the Client, with the Agency given access.
- Spend control. The Agency will not exceed the monthly media budget without written approval.

Standard terms

- Independent contractor. The Agency is an independent contractor, not an employee, and is responsible for its own staff, taxes and statutory dues.
- Ownership. Once the Client has paid in full, the Client owns the final deliverables. The Agency keeps its pre-existing tools, templates and know-how, and may show the work in a portfolio unless the Client objects in writing.
- Confidentiality. Each party keeps the other's non-public information confidential during this agreement and for two years after it ends.
- Liability. Except for fraud, wilful misconduct or breach of confidentiality, each party's total liability is limited to the fees paid in the three months before the claim.
- Termination. Either party may end this agreement by written notice of the period chosen below, or at once if the other party commits a serious breach and does not fix it within 7 days. The Client pays for work done up to the end date.
- Taxes. Fees exclude GST, which is added to invoices where applicable.

Notice period to terminate

◯ 7 days ◯ 15 days ◯ 30 days

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Agency

SIGNATURE

PRINTED NAME

DATE

Client

SIGNATURE

PRINTED NAME

DATE