

THIS AGREEMENT by and between _____ hereinafter referred to as "CLIENT" and GROUP TWO ADVERTISING, INC. OF PENNSYLVANIA/USA, hereinafter referred to as the "AGENCY." CLIENT retains the AGENCY in order to perform all services necessary to conduct an advertising program.

Services to commence on ____/____/____.

AGENCY SERVICES:

- Marketing Strategy & Creative
- Social Media
- Search Engine Optimization (SEO)
- Media Planning & Placement
- Digital Marketing

TERMS:

CLIENT shall pay an AGENCY fee on monthly basis of \$ _____. Commissionable media will be billed to CLIENT at net.

GENERAL CONDITIONS:

1. The monthly payment covers all consultation and planning time as well as the following agency services: account servicing, strategic and media planning, media placement, estimating and quality control. Additionally, approved advertising and collateral creative production shall be billed at the rate of \$200 for creative, production and copywriting services.
2. CLIENT shall pay the AGENCY for the first month's fee upon signing of the contract.
3. Creative and production of collateral materials are not covered by the monthly payment, and when possible, shall be estimated in writing, in advance of final production.
4. Collateral materials shall include, but will not be limited to: logo designs, brochures, graphics, eblasts, and direct mail.
5. All out-of-pocket expenses will include, but will not be limited to: illustrations, photography, printing, and fabrication and broadcast production; including, but not limited to, cost of talent and studio time; plus Federal Express, air travel and lodging.
6. AGENCY shall bill CLIENT monthly; bills are due payable to AGENCY's offices, net thirty (30) days.
7. This contract is cancelable with thirty (30) days written notice by certified mail from CLIENT to AGENCY.
8. CLIENT shall be responsible for any and all costs and fees, including the monthly payment for all charges and expenses incurred subsequent to cancellation. Final payment in full is due within 30 days of cancellation. Client agrees to pay 1.5% interest per month on any unpaid balance.
9. CLIENT shall indemnify and hold AGENCY harmless from and against any and all claims, liabilities or damages arising from the preparation of any advertising program (using information supplied by CLIENT) covered by this agreement including, but not limited to, both the cost of any and all litigation and attorney's fees incurred.
10. Should either party resort to litigation for the enforcement of any of the terms and conditions set forth herein, then the prevailing party shall be entitled to recover any and all costs incurred, including a reasonable attorney's fee.
11. Upon termination of CLIENT's contract with AGENCY, all advertising materials created by the AGENCY will become property of the CLIENT for unrestricted use when all bills are paid in full or when AGENCY receives a satisfactory pay schedule. Any advertising materials used without written consent will violate the agreement and any copyright laws.
12. Upon termination of CLIENT's contract with AGENCY, any Search Engine Marketing campaigns (e.g. Google Adwords) set up and managed within the Agency's master account will remain the intellectual property of the AGENCY.
13. The validity, interpretation and performance of this agreement shall be controlled by and construed under the laws of the State of Pennsylvania.
14. This agreement contains the entire understanding of the parties and may not be modified or altered except upon a subsequent writing executed by CLIENT and AGENCY.

Dated: ____/____/____

By: _____ MOLLIE ELKMAN, President

By: _____ Title: _____