



AGREEMENT between LifeWise Digital, Inc. (“Agency”), and

Company Name: _____

Address: _____

City, State, Zip: _____ Country: _____

(“Client”)

1. Appointment

Client appoints Agency as Client’s advertising agency in connection with the products and/or services of Client described in Schedule 1, attached hereto, for a term (“Term”) as hereinafter provided.

2. Scope of Advertising Services

Agency will provide Client with the advertising services provided in Schedule 2, attached hereto. Should Client request Agency to perform additional services beyond what is provided in Schedule 2, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

Agency will provide services, including account management services according as defined in Schedule 2, attached hereto, identified as “Service Level Agreement”.

3. Ownership

All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the “Work Product”) produced by Agency are the property of the Client provided: (1) such Work Product is accepted in writing by the Client within twelve (12) months of being proposed by Agency; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain Agency’s property.

Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed of any such limitations.

4. Term

The term of this Agreement shall commence on the date provided in Schedule 1 (“Commencement Date”) and shall continue until terminated by either party upon ninety (90) days’ prior written notice (“Notice Period”), provided that this Agreement may not be terminated effective prior to the expiration of six (6) months from the Commencement Date. Notice shall be deemed given on the day of mailing or, in case of notice by email or facsimile on the day it is transmitted. During the Notice Period, Agency’s rights, duties, and responsibilities shall continue.

Upon termination, Agency will transfer and/or assign to Client: (1) all Work Product in Agency’s possession or control belonging to Client, subject, however, to any rights of third parties; and (2) all contracts with third parties, including advertising media or others, upon being duly released by Client and any such third party from any further obligations.

5. Fees and Billing

Agency will be compensated and Client will be billed as provided in Schedule 3, attached hereto.

6. Confidentiality and Safeguard of Property

Client and Agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other’s products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. Agency and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Client will be responsible for any loss or damage.

7. Indemnities

Agency agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Client to Agency.

Client agrees to indemnify and hold Agency harmless with respect to any claims or actions by third parties against Agency based upon materials furnished by Client or where material created by Agency is substantially changed by Client. Information or data obtained by Agency from Client to substantiate claims made in advertising shall be deemed to be “materials furnished by Client.” Client further agrees to indemnify and hold Agency harmless with respect to any death or personal injury claims or actions arising from the use of Client’s products or services.

8. Commitments to Third Parties

All purchases of media, production costs, and engagement of talent will be subject to Client's prior approval. Client reserves the right to cancel any such authorization, whereupon Agency will take all appropriate steps to effect such cancellation, provided that Client will hold Agency harmless with respect to any costs incurred by Agency as a result.

If at any time Agency obtains a discount or rebate from any supplier in connection with Agency's rendition of services to Client, Agency will credit Client or remit to Client such discount or rebate.

For all media purchased by Agency on Client's behalf, Client agrees that Agency shall be held solely liable for payments only to the extent proceeds have cleared from Client to Agency for such media purchase; otherwise, Client agrees to be solely liable to media ("Sequential Liability"). Agency will use its best efforts to obtain agreement by media to Sequential Liability.

9. Amendments

Any amendments to this Agreement must be in writing and signed by Agency and Client.

10. Notices

Any notice shall be deemed given on the day of mailing or, if notice is by e-mail, on the next day following the day of transmission.

11. Governing Law

This Agreement shall be interpreted in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws. Jurisdiction and venue shall be solely within the State of Delaware.

IN WITNESS WHEREOF, Agency and Client have executed this Agreement.

LIFEWISE DIGITAL, INC.

By:



Richard DeSimone

Title: CEO

CLIENT

By: _____

Name: _____

Title: _____

Schedule 1: Products/Services Assigned to Agency

Digital Advertising Program Management including but not limited to:

- **Local Google Paid Search**
 - **Campaign Management**
 - **Campaign Reporting**

Schedule 2: Commencement Date and Scope of Services

- I. Commencement Date: _____
- II. Scope of Services
 - A. Google Ad Words/Search Campaigns – Set-up and Media Placement.
 - B. Monitor Campaign Performance – Review Program Analytics not less than monthly.
 - C. Prepare, and submit to Client for approval, advertising recommendations and program strategies based on performance.
 - D. Prepare and submit to Client for approval, estimates of costs of recommended advertising programs.
 - E. Prepare and submit to Client, program fee structures based on program size and scale.
 - F. Order the media space, time, or other means to be used for Client’s advertising, endeavoring to manage media bid rates to maximize program goals.
 - G. Check and verify insertions, displays, broadcasts, or other placements or distribution methods used, to access and assure program performance goals and return on investment
- III. Scope of Account Management and Support Services
 - A. Provide overall project and account management as follows:
 - a. Response to email requests or questions from 9AM to 5PM Eastern Time, on weekdays.
 - b. Videoconference calls will be conducted with each client, upon program registration, and up to one time monthly with each client upon client’s request. Video calls are intended to collaborate with client to assess ad content, bidding and budgeting strategies and to review results and to answer questions and make program recommendations. One conference call per month, per client is included in the program fee.
 - c. Monthly analytics reporting will be reported monthly, and program performance recommendations and adjustments will be provided if applicable.

Schedule 3: Compensation and Billing Procedures

I. Monthly Budget:

- A. Client has set its initial monthly budget at \$ _____ (“Monthly Budget”).
- B. Monthly Budget shall be applied to agency fees and media costs according to the fee and media allocation table presented below.

2. Compensation

Client will pay to agency the monthly budget in advance by credit card, wire transfer or ACH, or check. Payment shall be allocated according to the budget level listed in the table below. Payment is made in consideration of the advertising services performed by Agency and payment for the media services. Such fee shall be deemed a nonrefundable advance against media placement costs and service fees to be received by Agency as follows:

3. Billing and Payment Procedures

A. Client shall:

(i) provide a credit card and authorization to utilize card for the monthly budget amount prior to media placement, or

(ii) in not less than ten (10) days in advance of the commencement date of the program, submit a check for the full amount of the first six (6) months of the program budget,

B. On all outside purchases outside of or in addition to the program budget amount, Agency will provide an invoice with proof of billed charges from suppliers. Such invoices will be paid upon terms of Net 15 days.

C. Credit Cards shall be charged no more than ten (10) days prior to the first day of the month to which the budget shall be applied and a receipt shall be provided by email or mail to the client.

Program Charges	
Monthly - Service Fee	\$95
Media Commission	15%
Credit Card Services Charge %	2.5%