

Advertising Contract

1. Parties

This **Advertising Contract** (shall be referred as "**Contract**" hereinafter), is concluded on _____, by and between the parties whose information is given below and the parties have fully agreed on the terms and conditions of this Contract.

The "Advertising Agency"

The "Client"

2. Scope of the Services

Under this Contract, the Advertising Agency shall develop and implement an advertising campaign ("**Campaign**" hereinafter) for the Client's brand and business. This Campaign includes creative services such as artwork and graphic design, media and social media planning, content creation, digital marketing, reporting and analytics.

Any additional services may also be decided by the Advertising Agency and Client such as market research, event marketing, client collaboration etc. Whether these services will be paid or not, and if so, the fee shall be determined separately.

The content of the Campaign shall be decided by both parties by taking into consideration the Client's target audience, communication goals and long term targets of the Client.

3. Term and Termination

The term of the Contract shall commence on the effective date stated in the Contract and shall continue until the completion of the Campaign and other works specified under this Contract, unless otherwise terminated as per the provisions outlined in this Contract.

Either party may terminate this Contract at any time with a _____ days written notice to the other party. In such a case, after the notification period has expired, the parties shall return all the documents and material to the other party. Also, in this case, all service fees provided as of the date of termination become due.

Either party may terminate this Contract for cause if the other party materially breaches any of the terms and conditions outlined in the Contract and fails to remedy such breach within a _____ after receiving written notice specifying the breach. This written notice shall be stating the grounds for breach and consequences of termination. If the breach is not remedied within the specified time, the Contract shall be deemed to have been terminated without any further notice.

Whatever the reason the contract is terminated, the Client shall be responsible for payment of all fees, expenses, and costs incurred by the Advertising Agency up to the effective date of termination.

4. Price and Payment

The Client agrees to pay the Advertising Agency a total amount of _____ for the services described in this Contract ("**Total Service Fee**" hereinafter) . This amount covers all consultancy services regarding the Campaign. However, additional costs are not included such as media buying expenses, event expenses (if occurred), travel expenses, or any other expenses directly related to the Campaign.

_____ % of the Total Service Fee shall be paid upon the concluding of the Contract, as initial payment. If the Client fails to pay this amount, the Client is deemed to have withdrawn the Contract and is obliged to cover the loss incurred by the Advertising Agency due to the fact that the Contract has not been established.

Balance due shall be paid on a monthly basis, with _____ equal installment. Payments are made through _____ on the _____ of each month at the latest. Additional costs shall be invoiced in detail separately and the principles regarding installment payments also apply for the additional costs.

For any kind of late payment, _____ % interest rate shall apply. Also, the Advertising Agency may suspend the services and may terminate the Contract in accordance with the "Article 3 - Term and Termination" clause of this Contract.

5. Confidentiality

The parties to this Contract agree and undertake that each shall treat as confidential all information provided by a party to the other regarding such party's business and trade operations, including but not limited to financial status, investment activities, trade secrets, business operations, marketing strategies, customer lists, financial information, creative concepts, technical data, or any other information that can be deemed as confidential.

The parties agree to keep all confidential information received from the other party in strict confidence and not to disclose, use, or exploit such information for any purpose other than the performance of the services under this agreement. Each party shall take reasonable measures to protect the confidential information from unauthorized access, use, or disclosure.

This obligation of confidentiality shall survive for an indefinite period after the termination or expiration of this agreement.

6. Intellectual Property

All intellectual property rights on all materials, including but not limited to information, documents, designs and graphics prepared within the scope of the services subject to this Contract and submitted to the Client, including transmission, processing, representation, belong exclusively to the Client. Thus, the right to use, print, reproduce or distribute of aforementioned material also exclusively belongs to the Client.

7. Non-Solicitation

During the term of this Contract and for a specified period of _____ months following its termination or expiration, parties shall not directly or indirectly solicit, recruit, employ, or attempt to hire any employee or contractor of the other party who has been involved in the performance of the advertisement services under this Contract.

In addition to the non-solicitation obligations, the parties shall not circumvent or attempt to circumvent the other party by engaging in any direct business relationship or engagement with an employee or contractor of the other party outside the scope of this Contract.

8. Amendments

Term and conditions of this Contract shall only be modified in writing, by the mutual consent of the parties. Any amendment request within the scope of the Campaign is communicated to the other party in writing and shall not be valid unless approved by the related party. The rejection of the modification request does not give the requesting party the opportunity to terminate the Contract.

9. Notices

Any notifications, demands or other communication required to be made under this Contract shall be in writing and shall be made in personal delivery or to the addresses indicated in the first page of this Contract.

The party whose contact information or notification address changes is obliged to notify the other party immediately. Otherwise, the notification made to the address specified in this Contract shall be deemed valid.

10. Entire Agreement

This Contract constitutes the entire agreement between the parties relating the subject matter of this Contract and supersedes all prior communications, representations or agreements, oral or written, by the Parties relating hereto.

11. Severability

In case any provision of this Advertising Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected. The parties may make peaceful and reasonable efforts to replace such invalid, illegal or unenforceable provision.

12. Governing Law and Dispute Resolution

Any disagreement or dispute arising out of or relating to this Contract, or the breach thereof, which the parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the parties.

This Contract shall be governed by and construed in accordance with the applicable laws of the State of _____.

IN WITNESS THEREOF, the parties have caused this Contract, to be effective starting from the date of last signature below.

Advertising Agency

Authorized Representative

Date

Signature

Client

Authorized Representative

Date

Signature



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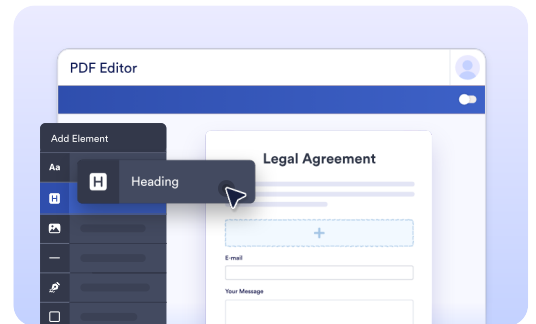
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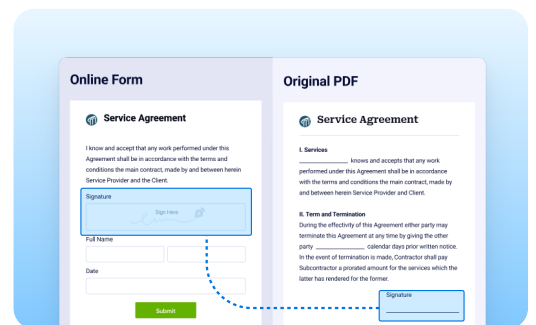
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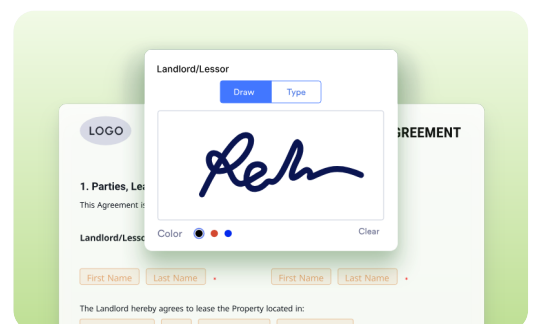
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