



This Agreement is made and entered into on _____ (date) for a period of _____ (months), unless extended by any subsequent written indication. Between AMPED DIGITAL by Mitech, having its office at 41 Peabody Street Nashville, Tennessee 37210 (hereinafter referred to as "Agency") and _____, having its office at _____ (hereinafter referred to as "Client").

1. **AGENCY** has expertise in creating social media marketing and lead generation services that can be provided to the Client. Agency will develop a Social Media Marketing & Lead Generation Strategy (including but not limited to email marketing management, video strategy, photography, podcast execution) for the Client in order to develop lead generation campaigns and branding efforts to build a client acquisition machine.

2. **SERVICES TO BE PROVIDED BY AGENCY:** It is hereby agreed that AMPED DIGITAL shall provide the following professional services on terms and conditions of this Agreement:

a) shall conceptualize, design, create strategies & campaigns for CLIENT on the following Social Media Platforms:

- Facebook
- Instagram
- Email Marketing
- Branding Kit
- _____
- _____
- _____
- _____

b) shall provide all ongoing necessary strategy insight, project management, any other technical support as required

c) shall be responsible for the content, creative and communication done across Social Media platforms from the official accounts of CLIENT

d) shall ensure that there is uniform communication across all the Digital Platforms and if required will sync/replicate the Offline Communication and Campaigns on Digital Media

3. **REMUNERATION** The cost for Marketing Services will be _____ plus Sales Tax per month to be paid via autopay with chosen payment method from CLIENT (credit card, debit card, ACH).
4. **TERMS & CONDITIONS** These terms and conditions constitute an agreement with CLIENT and AMPED DIGITAL, a company incorporated in Tennessee, whose registered office is at 41 Peabody Street Nashville, Tennessee 37210. The Retainer amount is subject to increment if the Scope of Work or Duration increases beyond the deliverables or expectancy. CLIENT shall notify the in writing one (1) month in advance whenever they would like to discontinue the engagement and vice versa. In case of termination CLIENT will pay the amount invoiced till the termination date to any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by confirmed email and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. In cases of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts in Tennessee only.
5. **PAYMENT TERMS** The Client agrees to pay Retainer Fees against Invoices at the beginning of the month for that particular month. All other Invoices raised on the Client will become payable via autopay or within 7 days from the date of all such Invoices.
6. **NON-SOLICITATION** Both the Client and the Agency hereby covenant that during the term of this agreement and for a period of two (2) years following its termination or expiration, it shall not, without the previous written consent of other party, employ or contract the services of any person who was employed by the party at any time during a period of 12 months preceding the date on which the offer for employment is made to the party
7. **NATURAL DISASTER** Neither the Client, nor the Agency, shall be liable for any default, delay or lapse occurring due to events beyond their control including riot, strike, theft, war, or acts of God and/or nature.
8. **EVALUATION** The Client and the Agency shall evaluate progress under this agreement at the beginning of every quarter (including bi-weekly check-in meetings) and make adjustments as may be required.
9. **MODIFICATION IN TERMS** Any changes in the terms and conditions contained herein shall have effect only prospectively, and shall be valid only if recorded in writing and signed by the authorized officials of the Client and the Agency

10. **WAIVER** The failure of either party at any time to enforce any provision of this Agreement, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held as a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the
11. **TERMINATION** Either party may terminate this agreement by giving one (1) month written notice to the other (outside of the contract term listed above), without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period.

SIGNED, SEALED & DELIVERED >>

CLIENT	AGENCY
NAME	NAME
TITLE	TITLE
DATE	DATE