

ADS MANAGER SERVICE CONTRACT

Date: _____

WizAds Agency, a legal entity represented by **Jim Albers**, established and operating in accordance with the laws of the Netherlands, registered in the Chamber of Commerce and Industry under the number **85752533** and located at: **Burgemeester Smitstraat 6, 1501 RP, Zaandam, Netherlands** (hereinafter referred to as the "**Contractor**"), on the one hand and

_____, a legal entity represented by _____, established and operating in accordance with the laws of the _____, registered _____ and located at: _____ (hereinafter referred to as the "**Client**"), on the other hand, together referred to as the "**Parties**", and individually as the "**Party**",

have concluded this contract as follows:

1. SERVICES

1.1. At the request of the Customer, the Manager undertakes to provide a service for setting up and running a targeted advertising campaign for an Instagram and Facebook account of _____ and the website _____, for audiences selected by the Manager and agreed with the Customer. And _____ advertising campaign for the website _____. The service is provided by the contractor at least as specified in clause 2. is a complex of interrelated activities distributed over a specified period. The customer undertakes to accept and pay for the rendered service.

The service includes:

1.1.1. Creating a targeted advertising campaign in Facebook & Instagram:

- analysis of the target audience and competitors;
- selection of audiences to which the customer's advertisements will be shown;
- ad creatives design based on information materials provided by the customer;
- writing ad copies and ad offers for advertisement;
- publication of ads customized to target audiences.

1.1.2. Management and optimization of advertising campaigns for targeted advertising:

- monitoring the effectiveness of ads and cost per click of campaigns;
- provision of reports on the progress of the advertising campaign;

1.1.3.;

2. DURATION AND TERMINATION OF THE CONTRACT

2.1. This agreement becomes effective on _____, 2023. This agreement shall be terminated on _____, 2024.

2.2 Parties can terminate the contract by mutual consent at any time. After the launch of advertisements, the service is considered completed by 90%.

2.3 The Client has the right to terminate the contract ahead of schedule only with observance of the preliminary notice period which is **1 (one)** month. Preliminary termination is legally valid only if executed in writing.

2.4 The parties have the right to terminate this agreement without observing the preliminary deadline and without incurring material responsibility if:

- one of the parties is declared bankrupt or a bankruptcy petition has been made;
- one of the parties is granted a temporary deferral of payments or an application for deferred payments has been made;
- the property or assets of one of the parties were seized;

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Manager is obliged:

3.1.1. Provide the Service for the placement of Facebook, Instagram, Google advertising in accordance with clause 1.1 of this Agreement, conduct consultations on issues arising from the Customer in connection with the provision of services to him by text correspondence by e-mail, within the social network Telegram or WhatsApp.

3.1.2. Proceed with the provision of the Service within 3 working days from the date of receipt of funds in the amount specified in clause 4 of this Agreement.

3.1.3. Within 3 working days after the end of the reporting period, submit to the Customer reports on the statistics of the Customer's advertising campaigns.

3.1.4. Immediately notify the Customer about all circumstances that may lead to a delay in the provision of the Service.

3.2. The Manager has the right:

3.2.1. Require the Customer to provide the necessary information for the proper provision of the Service, including for the preparation of advertisements.

3.2.2. Not to provide a guarantee to the Customer for any specific number of calls / requests coming to the Customer from potential buyers. In view of the fact that, referring to the published announcement of the Customer, the buyer decides to call, based on the benefits of this offer for him. The Manager cannot influence the price and quality of the goods or services sold by the Customer, and, consequently, the profitability of the Customer's offer.

3.2.3. Not to provide a guarantee to the Customer for the number of sales made by the Customer to potential buyers attracted by the Contractor as part of the work specified in clause 1.1 of this Agreement. Since the number of sales is determined by the professional level of the Customer's staff. The Manager cannot influence the professional level of the Customer's personnel, and therefore, the number of sales.

3.2.4 Place the results and performance indicators of the advertising campaign in the public portfolio, with a link to the customer's project.

3.3. The customer is obliged:

3.3.1. Present a responsible employee for operational interaction with the Manager.

3.3.2. Provide for business correspondence, within the framework of this Agreement, an e-mail address or other form of communication that reliably belongs to the Customer.

3.3.3. Read and comply with all Facebook, Instagram and Google account requirements.

3.3.4. Provide the Manager with the information necessary for the Manager to provide the Service within 4 days from the date of the request and carry out the necessary approvals of the results of work under this Agreement in the form of applications sent to the Manager.

3.3.5. Pay for the Service within the time frame and in the manner established by this Agreement. After the receipt of funds to the settlement account of the Manager, the Customer does not have the right to cancel the performance of the service.

3.3.6. The Customer gives his consent to the indefinite placement of the registered trademark and / or company spelling, graphic element, the Customer's company logo in the public portfolio of the Manager.

3.4. The customer has the right:

3.4.1. Provide the Manager with recommendations for the provision of services necessary to improve the effectiveness of the advertising campaign.

3.4.2 Ask for 1 call a month in order to discuss results and marketing strategy. 1 call duration is 1 hour (60 minutes).

3.4.3 Ask for an ads report once a week on a first month. And twice a month from the second month of cooperation.

4. PRICE OF SERVICES and PAYMENT PROCEDURE

4.1. Advertising campaign management € _____ (btw not included) + advertising budget.

4.2. Payment of the fixed cost of the Service is made by the Customer before ___th day of each month in the amount of 100% of the service payment.

4.3. The day of payment is the day of receipt of funds to the account of the Manager.

4.4. Additional services of the Manager, their cost, as well as any changes in the previously agreed and approved stages of work for the Customer are negotiated separately.

4.5 If the Client does not pay the invoice within the period specified in clause 4.1. or does not pay it within the new agreed period, this is considered a direct violation of the Client's obligations. In this case, the Contractor has the right without any additional notification to charge the amount of the invoice with interest (according to the law of the Netherlands) starting from the first day of the delay until the day when the full amount is paid.

5. FORCE MAJEURE

5.1. Neither Party shall be liable for full or partial non-fulfillment of any of its obligations, if the failure is a direct consequence of circumstances of insurmountable (force majeure) nature that are beyond the control of the Parties that have arisen after the conclusion of the contract. The force majeure circumstances under this contract are war (military actions), terrorist attacks, fires, floods, earthquakes and other natural disasters.

5.2. If one of the parties or both parties is/are unable to fulfill their obligations as a result of force majeure circumstances, this contract is considered to be automatically terminated.

6. RESPONSIBILITY AND EXEMPTION FROM RESPONSIBILITY

6.1 For non-fulfillment or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of this Agreement.

6.2 The Contractor undertakes to perform his work properly, to exercise the utmost care and accuracy. However, the Contractor shall not be liable for the damage that has arisen due to the fact that the Client has provided to the Contractor with the incorrect or incomplete data, documents or inaccurate information.

6.3 The Client releases the Contractor from any liability or claims from the third parties, which cause damage due to late or incomplete submission of documents, data and information by the Client to the Contractor.

6.4 If the Client can prove that the damage caused to him was made through the fault of the Contractor, in this case, any liability of the Contractor is limited to the amount of the invoice that the Contractor submitted to the Client for the work already done.

6.5 The customer is warned that the use of registered trademarks, logos, names, slogans, images, photographs that do not belong to him or he has no right of using them is a violation of the legislation. The customer undertakes not to post erotic, nationalistic and other materials prohibited by law and violating the norms of netiquette. The Manager is not responsible for the above violations.

6.6 The Manager is not responsible for the Customer's claims to the quality of access to the Customer's information related to the quality of functioning of Internet providers' networks, the city telephone network, the operation of subscriber equipment and other circumstances beyond the competence of the Manager.

6.7 The Manager under no circumstances bears any responsibility under the Agreement (this offer agreement) for:

a) any actions / inaction that are a direct or indirect result of actions / inaction of the Customer and / or third parties;

b) any indirect losses and / or lost profits of the Customer and / or third parties, regardless of whether the Contractor could foresee the possibility of such losses or not; c) use (impossibility of use) and any consequences of the use (impossibility of use) by the Customer of the chosen form of payment for the Services under the Agreement, as well as the use / impossibility of use by the Customer and / or third parties of any means and / or methods of transmission / receipt of information ...

6.7. The aggregate amount of the Manager's liability under the Agreement (this offer agreement), including the amount of penalties (penalties, forfeits) and / or compensated damages, for any claim or claim in relation to the Agreement (this offer agreement) or its execution, is limited to 10% of the cost of the Services for Agreement.

7. PROCEDURE FOR RESOLUTION OF DISPUTES

7.1. All disagreements under the present contract are resolved through negotiations.

7.2 The present contract is governed by the laws of the Netherlands.

7.3 If it is not possible to resolve the disputed issues through negotiations, they are resolved in the court of the city of Amsterdam.

7.4 All the lawsuits, claims and complaints of the Client to the Contractor within the framework of this contract are not valid at the expiration of a year, from the moment the Contractor became aware of the existence of such.

7.5. If the Customer fails to fulfill the obligation to replenish the budget of the advertising cabinet, the Service is considered completed and cannot be transferred.

8. ADDRESSES AND DETAILS OF THE PARTIES

Manager	Client
WizAds Agency Burgemeester Smitstraat 6 1501RP, Zaandam KVK: 85752533 Beneficiary's Account: LT04 3250 0601 5417 2570 Beneficiary Bank: REVOLUT BANK UAB BIC: REVOLT21 Phone: +31 634817271 e-mail: j.albers89@gmail.com	
Signature	Signature