**SAMPLE DIGITAL MARKETING CONTRACT (For Education purpose)**

**Digital Marketer**

[Your Company Name]

[Your Address]

[City, State, ZIP Code]

[Email Address]

[Phone Number]

[Date]

**Client**

[Client's Company Name]

[Client's Address]

[City, State, ZIP Code]

**Dear [client]**

Thank you for choosing [YOUR COMPANY] as your digital partner. We want to ensure we can provide the best possible service within the scope of your plan. This document outlines what you can expect from us, in return, our expectations from you.

This Digital Marketing Services Agreement ("Agreement") is entered into as of [Date], by and between [Your Company Name], hereinafter referred to as the "Service Provider," and [Client's Company Name], hereinafter referred to as the "Client."

By agreeing to this document. [CLIENT] has retained [YOUR COMPANY] to provide the Services (as defined later in the agreement) subject to the terms & Conditions set out in this Agreement and in accordance with the retainer limit.

**AIM AND OBJECTIVE OF THE AGREEMENT**

The aim of the agreement and what we will deliver (where applicable)

* Boost traffic to the Client’s website at [insert website]to raise your brand profile
* Improve the speed and functionality of your website
* Improve conversion rates of existing traffic to boost sales.
* Identify and monitor client competition and introduce new ideas that could be beneficial to your online visibility
* Provide consultancy advice on marketing related issues, such as cost-saving.

Current vital metrics will be benchmarked upon the commencement of this agreement. Continual comparisons are drawn throughout the term of this agreement, (where applicable) including but not limited to **sessions, conversions, conversion rate, session duration, average order value**.

To achieve this objective, [YOUR COMPANY] will undertake the work set out under the Scope of Services sections, set out below. [YOUR COMPANY] will produce a ranking. Traffic and progress reports for you at the end of each month.

**SCOPE OF WORK**

We will provide resources to undertake a range of services for you, in respect of [website] which may comprise of:

* **Analysis Documents, Including Keyword Analysis** – assessment of the current market demand
* **Website Analysis** – assessment of the website’s current state in respect of SEO, speed and the site’s current reputation around the web. If previous analytics are available, this will include an assessment of the site’s past performance.
* **Competitor’s analysis -**assessment of the competitor’s website in the context of both keyword groups and social networks
* **SEO v PPC Analysis** – to optimise any existing Google Ad Spend while maintaining an optimal level of traffic/conversions

**Technical SEO**

* Optimisation of all technical aspects of the website to ensure full accessibility and indexability by search engines.

**Content**

* Creation of content to be applied to the website
* Optimisation of content

**Reputation**

* Creation of content for third party websites as part of link building
* Creation of links & social network profiles to drive visitors to the site
* Ensuring the quality and relevancy of links

**Conversion Recommendations**

Monitoring of Google Analytics, Google Ads & other agreed reporting platforms to identify conversion issues and recommend/make changes.

**Reputation/Brand Management**

* Research into and management of the company mentions around the web

**Email Marketing Design and/or Campaign Sends**

**Paid Advertising**

* Identification and management of paid advertising opportunities
* Campaign Management where an additional PPC budget is made available.

**Account Management & Consultancy**

* Quarterly meetings including reporting against the aims & objectives of the project

**Search marketing and social media marketing consultancy**

**General Advice & Consultancy**

**Web Design/Development changes deemed minor**

* Page template and layout changes
* Text and Image changes
* Security Issues and fixes where possible and deemed minor

**\*\***Minor constitutes work that can be feasibly completed within the retainer limit and applies to modifications of current features rather than introducing new features and functionality.

[YOUR COMPANY] will always clarify during communication with you before making any changes.

**EXCLUDE SERVICE/COSTS**

This agreement does not include the following services which can be provided as additional services.

* Web Design & Development Services not deemed by us to be minor
* email marketing spend costs (dependent on client software)
* Third-party costs, e.g. Google Ads, review site charges. Third-party ad spend.

**CONTRACT PERIOD AND PAYMENT TERMS**

This agreement will commence on [date] and continue until terminated in accordance with the agreement

The amount payable each month by you is [amount – breakdown]

These fees are payable in advance on the commencement of each month of the term of the agreement as set out in this agreement

Contract hours & fees are subject to negotiation based on client requirements and suggestions made by [your company]

**MATERIALS AND INFORMATION**

Where the Client is required to provide content photos, data, etc., necessary for any projects, the source material must be clear and legible. The Client Is responsible for furnishing all pertinent information and for furnishing accurate, truthful and complete information necessary for [your company] to perform or complete any services.

**ADDITIONAL WORK**

The Client understands additional work beyond the scope of this agreement must be scoped and priced separately.

It will require separate approval or a purchase order.

You, the Client, understand that we require fair and realistic written notice to attend to requests and projects outside the scope of the Services. You understand that we may require additional clarification of any extra work to meet your expectation and provide the best possible quality of work.

**Intellectual Property:**

All creative assets, including but not limited to graphics, copy, and content, created by the Agency will remain the exclusive property of the Client upon full payment.

The Client grants the Agency a non-exclusive license to use the Client's branding materials for the sole purpose of providing digital marketing services to the Client.

**CONFIDENTIALITY AND NON-DISCLOSURE**

Under the provision of this agreement, both parties agree to keep all confidential information, including business strategies, customer data, and proprietary information, strictly confidential. Either party may seek and obtain relief and compensation upon release of such information and any other legal recourse according to the laws of the state. This provision remains in effect after this agreement is terminated.

We may, from time to time, publish case studies or client feedback for which we will ordinarily liaise with the Client, although we do not necessarily seek full editorial approval. In the case of producing a case study, we may divulge statistics such as CTR or conversion rates and improvements in traffic, customers and return. We will not disclose any information about revenue or turnover amounts without agreement from the Client.

**DISPUTE RESOLUTION**

Any disputes arising from this contract will be resolved through mediation, with both parties agreeing to participate in good faith.

In the event mediation fails, the parties agree to pursue legal remedies within the competent jurisdiction of [insert Jurisdiction].

**TERMINATION AND SEVERABILITY**

By signing this agreement, the Client commits to the initial period of **three months**. This is to allow for long-term strategic planning, as well as the manifestation of results that are not instant.

Termination of this agreement by either party is permitted with written notice of [X] days.

In the event of termination, the Client agrees hereunder to compensate the Agency for services rendered up to the termination date.

**MODIFICATION OF THE AGREEMENT**

This agreement may be modified as deemed necessary by written agreement between [Your Company] and the Client.

**ACCEPTANCE AND SIGNATURES**

This digital marketing contract is valid for [X] months, starting from the project start date stated above. Both parties have read, understood, and agreed to the terms and conditions stated herein.

[Client Name]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Agency Name]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_