

DIGITAL MARKETING SERVICES

AdsbyMateo

Service Agreement

Effective Date: [_____]

| SERVICE PROVIDER | CLIENT |
|--|--|
| AdsbyMateo Mateo Miletich mm80.business@gmail.com | [Client Business Name] [Client Name] [Client Email] |

1. PURPOSE

Client desires to engage Service Provider as an independent digital marketing professional to provide advertising and marketing services for Client's business. Service Provider agrees to perform such services under the terms of this Agreement.

2. SERVICES PROVIDED

Service Provider will provide the following services in connection with Meta advertising campaigns (Facebook Ads and Instagram Ads):

- Strategic planning and setup of Meta ad campaigns
- Management of Client's Meta Ads Manager account
- Campaign monitoring and ongoing optimization
- Creation of ad creatives including short-form video ads and ad copy
- Lead generation campaign setup
- Basic lead automation support including lead routing or automation workflow coordination where applicable

- Performance review and communication regarding campaign progress

3. SERVICES NOT INCLUDED / OUTSIDE SCOPE

Unless otherwise agreed in writing, the following are not included:

- Organic social media management or daily posting
- Community management, comment moderation, or direct message handling
- Website design or full website development
- Landing page design, coding, or hosting
- Email marketing campaign creation or management
- Sales team management or lead closing
- CRM setup beyond basic lead automation coordination
- Graphic design requests unrelated to active ad campaigns
- Photography or professional videography production on-site
- Budgeting or payment of ad spend on behalf of Client, unless otherwise agreed in writing
- Service Provider is not responsible for failures caused by third-party platforms, API changes, software outages, or account restrictions
- Ongoing maintenance of advanced automation systems outside agreed scope may require additional fees

Note: Any work requested outside this scope may require a separate written agreement, change order, or additional fee.

4. TERM

This Agreement will begin on **[Effective Date]** and will cover an initial 90-day service period. Following the initial 90-day period, the Parties may continue on a recurring retainer basis or alternate compensation structure as agreed in writing.

5. FEES AND PAYMENT

PAYMENT 1 — UPFRONT

\$500 – \$700

Due at signing before work begins. Covers the first 45 days of service.



PAYMENT 2 — DAY 45

\$500 – \$700

Due 45 days after start date. Covers the remainder of the 90-day term.

Total 90-Day Investment: \$1,000 – \$1,400 in two equal payments, split 45 days apart. Exact fee will be agreed upon in writing prior to signing. Ad spend is always separate and paid directly to Meta by Client.

After the 90-Day Period

Following the initial 90-day term, the Parties may agree to continue under one of the following structures:

| OPTION A | OPTION B |
|---|---|
| <p>Monthly Retainer A flat recurring fee agreed upon by both Parties, paid monthly at the start of each cycle.</p> | <p>Performance-Based (10%) Service Provider receives 10% of revenue directly attributed to leads generated through ad campaigns, where trackable and agreed upon in writing.</p> |

The continuation structure will be determined based on results, relationship, and mutual agreement at the conclusion of the 90-day period.

Payment Terms

- Payment 1 is due at signing and before any work begins
- Payment 2 is due 45 days after the Agreement start date
- Payments shall be made via Stripe, Zelle, or bank transfer as agreed
- This retainer covers Service Provider's professional service fees only
- If payment is not received on time, Service Provider may pause work or suspend campaign management until payment is received

6. AD SPEND

Client understands and agrees that advertising platform spend — including Meta/Facebook/Instagram ad budget — is entirely separate from Service Provider's fee. Client is solely responsible for funding and maintaining sufficient ad spend within their advertising account.

Important: Service Provider never touches, holds, or processes Client's ad spend funds. All ad budget is paid directly by Client to Meta. Service Provider is not responsible for campaign underperformance caused by insufficient ad spend, platform issues, rejected ads, account restrictions, or external market conditions.

7. CLIENT RESPONSIBILITIES

Client agrees to cooperate and provide all reasonably necessary materials, access, and information needed for Service Provider to perform the services:

- Providing timely access to Meta Business Manager, Ad Account, Facebook Page, Instagram Account, and related business assets
- Providing accurate business information, offers, pricing, claims, disclaimers, and service details
- Providing approvals, feedback, and requested materials in a timely manner
- Reviewing ad creatives and campaign messaging before launch when requested
- Ensuring all claims made in ads are truthful, lawful, and authorized
- Maintaining access to any CRM, lead form, or automation software used for lead management
- Following up with leads promptly once delivered

Client acknowledges that delayed responses, lack of approvals, incomplete information, poor lead follow-up, or failure to provide access may negatively affect performance and timelines.

8. NO GUARANTEE OF RESULTS

Service Provider will use reasonable professional efforts, experience, and proven strategies to improve Client's advertising performance and lead generation results.

While many clients experience increased visibility, lead flow, and business growth, specific outcomes cannot be guaranteed. Marketing results may vary based on market conditions, offer competitiveness, advertising budget, response time to leads, sales processes, and platform dynamics.

Client understands that digital advertising is an ongoing process of testing, optimization, and refinement designed to improve performance over time.

9. APPROVALS AND CREATIVE REVISIONS

Service Provider will create ad copy, videos, campaign structures, and creative strategies based on professional experience and marketing judgment. Client is welcome to provide feedback; however, Client agrees to respect Service Provider's creative direction.

The 90-day fee includes a reasonable number of revisions related to active campaigns. Requests for major changes, complete creative redesigns, or frequent revision cycles beyond what is reasonable may require an additional fee if agreed by both Parties.

All marketing concepts, campaign systems, creative frameworks, and advertising strategies developed by Service Provider remain the intellectual property of Service Provider unless otherwise agreed in writing.

10. LEAD AUTOMATION AND INTEGRATIONS

Where applicable, Service Provider may assist with setup or coordination of lead automation systems related to ad campaigns, including routing leads to email, CRM, forms, or similar workflows. Service Provider does not guarantee the performance or uptime of third-party automation tools, software, or integrations.

11. INDEPENDENT CONTRACTOR

Service Provider is an independent contractor and is not an employee, partner, joint venturer, or agent of Client. Service Provider shall retain full control over the method, details, and means of performing the services.

12. INTELLECTUAL PROPERTY AND USAGE

Upon full payment of all fees due under this Agreement, Client may use the final approved ad creatives and marketing materials prepared specifically for Client for Client's business purposes.

Service Provider retains ownership of:

- Pre-existing templates, systems, frameworks, methods, and processes
- General advertising strategies and internal workflows
- Unused concepts or draft materials not selected by Client

Service Provider may display non-confidential work product, campaign creatives, and general results in a portfolio or for self-promotional purposes unless Client requests otherwise in writing.

13. CONFIDENTIALITY

Each Party agrees to keep confidential any non-public business, financial, marketing, operational, or technical information disclosed by the other Party and to use such information only for purposes related to this Agreement.

This obligation does not apply to information that:

- Is already publicly known
- Is independently developed without use of confidential information
- Is lawfully received from a third party
- Must be disclosed by law

14. COMPLIANCE AND PLATFORM POLICIES

Client is solely responsible for the legality, accuracy, and substantiation of its business practices, claims, offers, services, testimonials, and advertisements. Service Provider will make reasonable efforts to create advertising that aligns with platform standards, but is not responsible for:

- Ad disapprovals or account flags

- Policy enforcement actions
- Disabled ad accounts, pages, or business managers
- Changes in Meta platform rules or algorithms

Client acknowledges that final decisions regarding ad approval and account standing are controlled by Meta and other third-party platforms, not by Service Provider.

15. LIMITATION OF LIABILITY

Client understands and agrees that Service Provider will use reasonable efforts and professional judgment when providing marketing services. However, Client accepts that advertising and business performance involve risk and many factors outside Service Provider's control.

Client agrees to waive and release Service Provider from liability for indirect or business-related losses such as reduced sales, lost profits, missed opportunities, business interruptions, or reputational impact connected to marketing performance.

If any claim arises, Service Provider's responsibility will be limited to the total amount of service fees paid by Client within the two (2) months prior to the claim.

16. INDEMNIFICATION

Client agrees to hold Service Provider harmless from any claims or issues arising from:

- Information, offers, or advertising claims provided by Client
- Client's failure to follow advertising policies or legal requirements
- The quality, delivery, or performance of Client's products or services
- Business practices or customer disputes unrelated to Service Provider's direct actions

17. TERMINATION

Either Party may terminate this Agreement by providing **14 days' written notice** to the other Party.

If Client terminates after work for the current payment period has already begun, fees already paid are non-refundable. If there are unpaid fees for services already performed, Client agrees to pay those amounts promptly.

Service Provider may terminate this Agreement immediately if Client:

- Fails to make timely payment
- Fails to provide necessary access or cooperation
- Requests deceptive, unlawful, unethical, or platform-violating advertising practices
- Engages in abusive or unprofessional conduct

Upon termination, Service Provider may pause all work and revoke access to internal materials, drafts, or systems not yet fully paid for.

18. NON-REFUND POLICY

Because Service Provider reserves time, strategy, and creative resources for Client, all fees are non-refundable once the applicable payment period has begun, except as otherwise required by law or agreed in writing.

19. NOTICES

Any notice under this Agreement shall be given by email or written communication:

| | |
|--|--------------------------------|
| AdsbyMateo Email mm80.business@gmail.com | Client Email [_____] |
|--|--------------------------------|

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, proposals, understandings, or communications. Any amendment must be in writing and accepted by both Parties.

21. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of law principles.

22. ELECTRONIC SIGNATURES

The Parties agree that electronic signatures, PDF signatures, typed names, and signatures through digital signature platforms shall be deemed valid and enforceable to the fullest extent permitted by law.

23. SIGNATURES

By signing below, both Parties acknowledge they have read, understood, and agreed to all terms of this Agreement.

| | |
|------------------------------------|-------------------------------|
| SERVICE PROVIDER | CLIENT |
| AdsbyMateo / Mateo Miletich | [Client Business Name] |

| | |
|------------------------|---------------------|
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |
| Printed Name: _____ | Printed Name: _____ |