

# Master Services Agreement

This agreement is entered between **Carlomarket Limited**, a company organized and existing under the laws of Hong Kong, bearing registration number: 2920149, with the address: unit 1411, 14/floor, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong (hereinafter: "Company") and **Client** (hereinafter: "Client") for the provision of one or more of the following services:

- Lead Generation
- Market analysis and marketing campaign advisory
- SEO optimizations
- PPC Campaign
- Affiliate marketing
- Creative web-design
- Branding consulting and development

**WHEREAS**, Company is an independent contractor hired to provide outsourced digital marketing and lead generation services and operates a website at <https://eva-marketing.net/> (hereinafter also: "Company Website")

**WHEREAS**, Client seeks to utilize Company services to provide digital marketing and lead generation for their business.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to this agreement as follows;

**1. Digital Marketing & Lead Generation Cost & Payments:** Client agrees to pay the fee for the services, which shall be specified in the insertion order to this agreement. In the event additional services are required or there is a major change in the scope of work, then Company reserves the right to adjust the pricing. All extra expenses must be pre-approved by the Client.

**2. Additional Services:** Company may provide additional services including but not limited to training, photography or video services based on the client's request. Company will do this via the services listed in the extra insertion orders or invoices to this Agreement

**3. Term of Agreement:** Client agrees the term of this agreement will be for one year or until the services are completed. Specifications may be set out in the insertion order.

Either party may terminate the agreement with 30-day written notice. In the event the Client exercises this 30-day out clause prior to the end of the initial year, all digital intellectual property will remain under the ownership of Company. Should the Client wish to transfer the ownership of the intellectual property, all monies for the remainder of the agreement (prior to final termination date) will become due (per section 1 of this agreement). Client agrees to give required access to Company to complete its work. Company will use best efforts to work to finish out providing services for the final 30 days.

**4. Content:** Client agrees to provide all content required (text, articles, photos, graphics, videos, etc.) for the support of Company's efforts.

**5. Additional Tools/Software & Cost:** Company may require certain tool/software/services to support their efforts. Client agrees to be responsible for all cost one time or monthly for such tools/software. Company agrees that it will not purchase or subscribe to such software without pre-approval from the Client.

**6. Managing Clients Internal Resources:** Client agrees that Company will have the lead and be fully in charge of establishing digital strategy, managing day to day work/task, managing all of the current internal digital marketing resources (employees, contractors, etc.).

Client agrees that all digital resources will report to Company on an as needed basis to implement the program effectively. Resources will be managed and provided tasks to support the digital strategy, day to day efforts, and daily management set forth by Company and the executive committee of the client.

**7. Additional Services Fees:** In the event the Client would like to use Company for services outside of the scope of services additional charges may apply.

**8. Authorization:** Client agrees to give Company access to all tools, software, websites, social media, landing pages, accounts, etc. that they will need to access. Company will use best efforts to secure and protect all passcodes. Only authorized representatives of Company will be allowed to access passcodes and only on an as needed basis.

**9. Copyrights and Trademarks:** The Client represents (informs) to Company and unconditionally guarantees that any elements of text, graphics, videos, photos, content, designs, trademarks, or

other artwork furnished to Company for inclusion in web pages, social media, etc. are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements. Client agrees to hold harmless, protect, and defend Company from any claim or suit arising from the use of such elements furnished by the Client.

**10. Ownership to Deliverables:** Company or its partners retain the intellectual rights to all items previously owned by Company/partner. Client retains the rights to all deliverables that are not marked as Company property. Items that are not specifically transferred to the Client will remain the property of their respective owners. Company may choose to give the Client a one-time lifetime license for use of any of its intellectual property.

**11. Work Credit:** Client agrees to allow Company to use Client's name and website for company promotions, online portfolio, past clients list, on social media, in print material, etc. for advertising and promoting Company's services to other companies.

**12. Assignment of Project:** Company reserves the right to assign certain subcontractors to this project if it sees the need to do so in order to meet the requirements of this agreement.

**13. Non-Disclosure:** Company, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this agreement disclose any non-public Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any non-public confidential information obtained about the Company to another party.

**14. Performance Liability:** WHEREAS, the parties acknowledge that the internet is neither owned nor controlled by any one entity; therefore, Company can make no guarantee on the results that may be provided as a result of work. Company represents that in good faith it shall make every effort to ensure that the client's digital marketing is successful and leads are generated as a result of our work.

Company does not warrant that the functions supplied by its work, web pages, digital marketing, consultation, advice, or work will meet the Client's requirements or that the operation of the work/deliverables will be uninterrupted or error-free. The entire risk as to the quality and performance of the work and deliverables is with Client.

In no event, will Company be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the

operation of or inability to operate these digital marketing services or website(s), even if Company has been advised of the possibility of such damages.

**15. Indemnity:** The Client does hereby expressly agree to indemnify and hold harmless Company, its Owners, its principals, officers, employees and contractors against all suits, actions, claims, demands, or costs of any kind to which they may be subject arising or resulting at any time or place from anything done or omitted to be done by them in connection with this project. The Client hereby waives any and all claims which, but for this waiver, it may have, or which it may hereafter acquire, against Company, its Owners, its principals, officers, employees and contractors arising or resulting at any time or place from anything done or omitted to be done by them regarding this project.

**16. Agreement Revisions:** Revisions to this Agreement can be made by the Company from time to time without giving prior notice to the Client. However, the client is free to monitor the changes with the most updated Agreement version being available on Company Website.

**17. Insertion Order:** Client confirms that they agree with any terms and conditions, privacy policy present on Company's Website and this Agreement by signing the insertion order. Insertion order shall contain basic information on the services chosen by the Client and the terms of consideration. Insertion order is integral part of this agreement and subject to Company's terms and conditions and policies present on Company's website. Provisions mentioned in the insertion order shall prevail in event of collision with provisions of this Agreement.

**18. Lawful Purpose:** Client may only use Company's design services for lawful purpose. Transmission of any material in violation of any State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

**19. Termination:** Company may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. If the Client fails to comply with the terms of this Agreement and Company refers the matter to an attorney, the Client agrees to pay reasonable attorney fees and agrees to compensate Company for other collection costs and expenses it may occur.

**20. Entire Understanding:** The agreement constitutes the sole agreement between Company and Client regarding the use of services.

**21. Company Media Vendors:** In connection with Services provided hereunder, Company has the right to utilize contractors, third-party companies, and vendors selected by Company at its sole discretion (each a Vendor) to complete or support the completion of the work at hand. Purchased work from Vendors shall be made under such terms Company deems in its sole discretion as acceptable (Vendor Terms). Company will be responsible for all cost associated with the Vendor, unless the cost is provided to the Client, and the Client agrees in writing to pay said cost.

**22. Force Majeure:** Non-performance by either party hereunder, other than an obligation to pay money, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, acts of God, or any other reason to the extent that the failure to perform is beyond the control of the non-performing party.

**23. Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the choice of Company.

**Revised 18.01.2021 by Carlomarket Limited**