

ADVERTISING AGREEMENT

Disclaimer:

This template is provided for general informational purposes only and does not constitute legal advice. The use of this document does not create an attorney-client relationship. It is strongly recommended that you consult a qualified attorney to review and adapt this agreement to your specific business needs and to ensure compliance with applicable laws and regulations.

Effective Date:

This Advertising Agreement (“Agreement”) is entered into by and between:

, a company incorporated under the laws of , with its registered office at
 (“Advertiser”),
and , a company incorporated under the laws of , with its registered office
at (“Agency”). Collectively referred to as the “Parties”.

1. PURPOSE AND PARTIES

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide advertising services to the Advertiser. The Parties agree to cooperate in good faith to ensure the creation, placement, and management of advertising campaigns that meet the Advertiser’s objectives, comply with applicable European Union and national laws, and reflect high professional standards.

2. SCOPE OF WORK

2.1. General Scope

The Services to be provided by the Agency are described in Annex A (Scope of Work) and may include strategic planning, creative development, media planning and buying, campaign execution, monitoring, and reporting.

2.2. Execution Standards

The Agency shall perform the Services with due skill, care, and diligence, in accordance with industry best practices, legal requirements, and the written instructions of the Advertiser.

2.3. Approval Process

No advertising materials, media placements, or public communications shall be released without the Advertiser’s prior written approval.

2.4. Market Analysis

Upon request, the Agency shall conduct research on target audiences, competitor activities, and market trends, and provide recommendations for campaign optimization.

2.5. Reporting

The Agency shall provide regular updates and final reports detailing performance metrics, budget use, and key insights.

3. PRODUCTS / SERVICES AND EXCLUSIVITY

3.1. Covered Products / Services

The products and/or services to be promoted under this Agreement are listed in **Annex C**.

3.2. Exclusivity

Unless otherwise agreed in writing, the Agency shall act as the exclusive advertising provider for the specified products/services within the agreed territory during the term of this Agreement. The Agency shall not accept work from competing businesses within the same category in the territory without the Advertiser's consent.

4. FEES AND PAYMENT TERMS

4.1. Service Fees

The Advertiser shall pay the Agency the fees set out in **Annex B**. These fees cover only the agreed Services and exclude third-party costs, which are to be reimbursed separately upon approval.

4.2. Invoicing

Invoices shall be issued according to the schedule in Annex B. Each invoice must detail the services rendered and any approved additional expenses.

4.3. Payment Deadline

Payments are due within calendar days from the invoice date. Late payments may incur interest in line with Directive 2011/7/EU or relevant national law.

5. COST APPROVALS

5.1. Pre-Approval Requirement

All campaign budgets, media spends, production costs, and third-party fees must be pre-approved in writing by the Advertiser.

5.2. Budget Overruns

The Agency shall not exceed approved budgets without prior written authorization. Any unapproved overspend will be the responsibility of the Agency.

6. DURATION AND RENEWAL

6.1. Term

This Agreement shall commence on the Effective Date and continue for **twelve (12) months**, unless terminated earlier in accordance with Clause 13. Upon expiration of the initial term, this Agreement shall automatically renew for successive periods of twelve (12) months on the same terms and conditions, unless either Party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

6.2. Renewal

Upon each renewal in accordance with Clause 6.1, the Parties shall review the scope of work, service fees, and any applicable terms to ensure they remain appropriate for the upcoming term. Any agreed adjustments shall be documented in writing and signed by both Parties prior to the start of the renewed term. If the Parties fail to agree on such adjustments, either Party may issue a notice of non-renewal in accordance with Clause 6.1.

7. INTELLECTUAL PROPERTY AND OWNERSHIP

7.1. Ownership Transfer

All creative works, campaign materials, and deliverables produced specifically for the Advertiser under this Agreement shall become the Advertiser's property upon full payment.

7.2. Third-Party Materials

Any pre-existing or licensed third-party content used shall remain the property of its original owner. The Advertiser is granted a non-exclusive license to use such materials solely for the agreed purposes.

7.3. Portfolio Use

The Agency may display work created under this Agreement in its portfolio or marketing materials only with the Advertiser's prior written consent.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1. Confidential Information

Both Parties agree to treat all non-public, proprietary, or sensitive information shared during this Agreement as confidential and to use it only for fulfilling their obligations hereunder.

8.2. GDPR Compliance

If personal data is processed in connection with the campaign, the Parties shall comply with the General Data Protection Regulation (GDPR) and any applicable national data protection laws, ensuring appropriate legal grounds, privacy notices, and security measures.

8.3. Data Processing Agreement

If one Party processes personal data on behalf of the other, a separate Data Processing Agreement (DPA) shall be executed.

9. REPRESENTATIONS AND WARRANTIES

9.1. Authority

Each Party warrants that it has full authority to enter into and perform this Agreement.

9.2. Legal Compliance

The Agency warrants that all work produced will comply with applicable advertising laws, regulations, and industry codes.

9.3. Non-Infringement

The Agency warrants that its work will not infringe the rights of third parties, including intellectual property and privacy rights.

10. INDEMNIFICATION AND INSURANCE

10.1. Indemnification

Each Party shall indemnify and hold harmless the other against claims, damages, or losses resulting from breaches of this Agreement, negligence, or unlawful acts.

10.2. Insurance

The Agency shall maintain adequate professional liability and general insurance coverage for the duration of the Agreement. Proof of insurance shall be provided upon request.

11. AUDIT AND REPORTING

11.1. Audit Rights

The Advertiser may, upon reasonable notice, review the Agency's records related to services performed under this Agreement.

11.2. Performance Reports

The Agency shall provide performance reports at intervals specified in Annex A, including metrics such as impressions, click-through rates, conversions, and return on investment (ROI).

12. STATUS OF THE AGENCY

12.1. Independent Contractor

The Agency is an independent contractor and not an employee or agent of the Advertiser. Nothing in this Agreement creates an employment relationship or partnership.

13. TERMINATION AND POST-TERMINATION OBLIGATIONS

13.1. Termination for Breach

Either Party may terminate this Agreement with immediate effect if the other Party commits a material breach and fails to remedy it within days of written notice.

13.2. Termination for Convenience

Either Party may terminate without cause by providing _____ days' written notice.

13.3. Post-Termination Obligations

Upon termination, the Agency shall deliver all completed and in-progress work, as well as any materials or property belonging to the Advertiser.

14. NOTICES AND AMENDMENTS

14.1. Notices

All notices under this Agreement shall be in writing and delivered to the addresses specified above, either in person, by registered mail, or by email with confirmation.

14.2. Amendments

No amendment is valid unless made in writing and signed by authorized representatives of both Parties.

15. FORCE MAJEURE

15.1. Relief from Liability

Neither Party shall be liable for delays or failures caused by events beyond their reasonable control, including natural disasters, wars, pandemics, or government restrictions.

15.2. Notification

The affected Party shall notify the other promptly and take reasonable steps to resume performance.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. Governing Law

This Agreement shall be governed by the laws of _____ .

16.2. Jurisdiction

Any disputes shall be resolved by the competent courts of _____ , unless the Parties agree to alternative dispute resolution.

17. ENTIRE AGREEMENT AND FINAL PROVISIONS

17.1. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, oral or written.

17.2. Severability

If any provision is found invalid, the remaining provisions shall remain in full force.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

SIGNATURES

Name:

Title:

Date:

Name:

Title:

Date:

ANNEX A. SCOPE OF WORK

The Agency shall provide the following services to the Advertiser:

Strategic Planning

- Analyze target audiences, market trends, and competitors.
- Define campaign objectives, key messages, and target KPIs.
- Prepare a media strategy with recommended channels and formats.

Creative Development

- Produce concepts, designs, copywriting, and multimedia materials.
- Adapt content for different platforms and formats.
- Ensure compliance with brand guidelines, legal standards, and platform requirements.

Media Buying and Placement

- Negotiate and purchase media space/time at optimal rates.
- Schedule placements in line with the campaign plan.
- Maintain records of all bookings and confirmations.

Campaign Management

- Monitor live campaigns and adjust targeting, budget, or creatives as needed.
- Respond promptly to the Advertiser's feedback or changes in market conditions.

Reporting and Analysis

- Provide regular performance reports with key metrics (e.g., impressions, CTR, conversions, ROI).
- Conduct post-campaign analysis and present recommendations for future activities.

ANNEX B. PAYMENT TERMS

Fees

The Advertiser shall pay the Agency a service fee of _____ for the Services described in Annex A.

Third-Party Costs

- Media spend, production costs, and other third-party expenses shall be reimbursed separately.
- All such costs require prior written approval from the Advertiser.

Invoicing

- The Agency shall issue invoices _____.
- Invoices must include a breakdown of services and expenses.

Payment Deadline

- All payments are due within _____ calendar days from the invoice date.
- Late payments may incur interest in accordance with Directive 2011/7/EU or applicable national law.

Currency and Taxes

- All amounts are payable in .
- Applicable VAT or other taxes will be added as required by law.

ANNEX C. PRODUCTS / SERVICES

The following products/services are covered under this Agreement:

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These items are the sole focus of campaigns under this Agreement unless otherwise agreed in writing.