

# DIGITAL 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 ("Service Provider"). Collectively referred to as the "Parties".

## 1. PURPOSE AND PARTIES

The purpose of this Agreement is to define the terms under which the Service Provider will create, publish, and/or manage online advertising and promotional content for the Advertiser. This includes digital marketing campaigns, influencer collaborations, and freelance creative services on online platforms, in compliance with applicable EU and national laws, including advertising and consumer protection regulations.

## 2. SCOPE OF WORK

### 2.1. Content Creation and Publication

The Service Provider shall create content (text, images, videos, or other media) tailored for agreed platforms, including but not limited to .

### 2.2. Campaign Execution

The Service Provider shall post, publish, or otherwise make the content available according to the campaign plan, agreed posting schedule, and platform-specific requirements.

### 2.3. Brand Guidelines and Compliance

All content must comply with the Advertiser's brand guidelines, campaign objectives, and any applicable disclosure requirements .

### 2.4. Performance Metrics

The Service Provider shall provide reports including relevant metrics such as views, engagement rates, click-through rates, and conversions, as set out in **Annex A**.

## 3. PLATFORMS, PRODUCTS / SERVICES AND EXCLUSIVITY

### 3.1. Covered Platforms

The agreed platforms and media channels for content publication are listed in **Annex C**.

### 3.2. Covered Products/Services

The specific products and/or services to be promoted are listed in Annex C.

### 3.3. Exclusivity

For the duration of this Agreement, the Service Provider shall not promote competing products/services within the same category on the covered platforms without prior written consent from the Advertiser.

## **4. FEES AND PAYMENT TERMS**

### 4.1. Compensation

The Advertiser shall pay the Service Provider the amounts specified in **Annex B**, which may include fixed fees, per-post rates, performance bonuses, or other agreed payment models.

### 4.2. Invoicing and Payment

The Service Provider shall issue invoices , payable within days. Late payments may incur interest under Directive 2011/7/EU or applicable national law.

## **5. CONTENT AND COST APPROVALS**

### 5.1. Content Approval

All content must be submitted to the Advertiser for review and written approval before publication.

### 5.2. Budget Approvals

Any paid media boosting, sponsorship, or third-party costs must be pre-approved in writing by the Advertiser.

## **6. DURATION AND RENEWAL**

### 6.1. Term

This Agreement shall commence on the Effective Date and continue for twelve (12) months, unless terminated earlier under Clause 13. Upon expiration, it shall automatically renew for successive twelve (12)-month terms unless either Party provides 30 days' written notice of non-renewal.

### 6.2. Renewal

Upon each renewal, the Parties may review and adjust fees, deliverables, and conditions in writing.

## **7. INTELLECTUAL PROPERTY AND USAGE RIGHTS**

### 7.1. Ownership

Unless otherwise agreed, the Advertiser shall own all intellectual property to the content created under this Agreement upon full payment.

### 7.2. Licensing

The Service Provider grants the Advertiser a worldwide, royalty-free, perpetual license to use, reproduce, adapt, and distribute the content across any media channels for promotional purposes.

### 7.3. Portfolio Use

The Service Provider may use the content in portfolios or case studies only with the Advertiser's prior written consent.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

### 8.1. Confidential Information

The Parties shall keep all non-public business, marketing, and technical information confidential.

### 8.2. GDPR Compliance

If personal data is processed in connection with the campaign (e.g., audience data, contact forms), the Parties shall comply with the General Data Protection Regulation (GDPR) and any relevant national laws, ensuring lawful processing, security measures, and, where applicable, a Data Processing Agreement.

## **9. REPRESENTATIONS AND WARRANTIES**

### 9.1. Authority

The Service Provider warrants that all content will be original, lawful, and not infringe any third-party rights.

### 9.2. Legal Compliance

The Service Provider warrants that any claims made in content will be truthful and based on factual information provided by the Advertiser.

## **10. INDEMNIFICATION**

Each Party agrees to indemnify the other against losses, damages, or legal costs arising from breaches of this Agreement or applicable laws.

## **11. REPORTING AND AUDIT RIGHTS**

The Advertiser may request performance reports and, upon reasonable notice, verify campaign metrics with platform analytics or third-party tracking tools.

## **12. INDEPENDENT CONTRACTOR STATUS**

The Service Provider acts as an independent contractor and not as an employee, partner, or agent of the Advertiser.

## **13. TERMINATION**

13.1. Either Party may terminate for material breach if not remedied within      days of written notice.

13.2. Either Party may terminate without cause with      days' written notice.

13.3. Upon termination, all approved but unpublished content must be delivered to the Advertiser.

## **14. NOTICES AND AMENDMENTS**

Notices must be in writing and delivered to the addresses provided. Amendments must be in writing and signed by both Parties.

## **15. FORCE MAJEURE**

Neither Party is liable for delays or failures due to events beyond reasonable control, including platform outages or changes in platform policies.

## 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 otherwise agreed.

## 17. ENTIRE AGREEMENT

This Agreement, including Annexes A–C, constitutes the entire understanding between the Parties and supersedes prior agreements.

## SIGNATURES

<div></div>	<div></div>
Name:	Name:
Title:	Title:
Date:	Date:

## ANNEX A. SCOPE OF WORK

The Service Provider shall perform the following services for the Advertiser:

### Content Creation

- Produce high-quality promotional materials, including but not limited to:
  - Social media posts (static images, carousels, stories, reels, short videos);
  - Blog or website articles;
  - YouTube or TikTok videos;
  - Live streams or webinars
- Ensure that all content is original, visually appealing, and aligned with the Advertiser’s brand guidelines.

### Campaign Execution

- Publish the approved content according to the agreed posting schedule.
- Tag the Advertiser’s official accounts and include required hashtags, mentions, or campaign identifiers.

- Include appropriate disclosure labels in accordance with applicable advertising laws.

### **Engagement and Interaction**

- Respond to comments, messages, or audience questions related to the campaign within a reasonable timeframe.
- Avoid engaging in any discussions or comments that could harm the Advertiser's reputation.

### **Performance Reporting**

- Provide performance reports for each published item within      days after posting, including:
  - Number of views/reach;
  - Engagement metrics (likes, comments, shares, saves);
  - Click-through rates;
  - Conversion data (if available)
- Deliver a final campaign report summarizing key results and insights.

## **ANNEX B. PAYMENT TERMS**

### **Compensation Structure**

The Advertiser shall pay the Service Provider as follows:

- Fixed fee of      per      ;
- Performance bonus of      if the campaign exceeds agreed KPIs (see Annex A, Section 4);
- Reimbursement of agreed, pre-approved expenses.

### **Payment Schedule**

- % upon contract signing;
- % upon delivery of final campaign report;
- Bonuses paid within      days of KPI verification.

### **Invoicing**

- Invoices to be issued      and paid within      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 payments in      ;
- VAT or applicable taxes to be added as required by law.

## ANNEX C. PLATFORMS, PRODUCTS / SERVICES

### Platforms for Publication:

- Instagram (feed, stories, reels)
- TikTok
- YouTube (shorts, standard videos)
- Facebook
- 

### Products/Services to be Promoted:

:  
:  
:

### Campaign Hashtags/Tags:

- #
- #
- #
- #