



STRATEGIC INTERNET MARKETING LOCAL LISTING & SOCIAL MEDIA MANAGEMENT AGREEMENT

THIS AGREEMENT is effective as of the date of acceptance and signature of this document, by and between _____ (Client), with offices at _____ and ATC/SLN Media at 1516 E Tropicana Ave Ste 100 Las Vegas, NV 89119.

WHEREAS, ATC/SLN Media is an expert in Web Marketing and Web Search Engine Positioning Technologies.

WHEREAS, Client wishes to have ATC/SLN Media provide it and its subsidiaries and affiliates advice and assistance in evaluating, determining, and developing a strategic internet marketing local listing & social media campaign (consulting services) on a consecutive month to month basis.

Deliverable: ATC/SLN Media is to develop a strategic internet advertising campaign utilizing targeted marketing techniques during the management of the local listing & social media Campaign for Client, and to provide reports for their records.

WHEREAS, Client wishes to maintain in confidence all information including data, technology, commercial and research strategies, trade secrets, inventions and know-how disclosed by Client to ATC/SLN Media, directly or indirectly, in written, oral or other tangible form, for the purpose of the consulting services or arising from the consulting services (collectively, confidential information).

NOW, THEREFORE, Client and ATC/SLN Media hereby agree:

1. Term.

Client will retain ATC/SLN Media, and ATC/SLN Media will accept such retention, commencing as of the effective date of this Agreement and continuing through midnight of no less than Three (3) months from the signing of this agreement or until termination of this Agreement as provided below.

2. Compensation.

Client will pay ATC/SLN Media as compensation a monthly management fee \$_____ in accordance with the actual advertising expenditure for the month. The management fee shall be paid at the beginning of each month.

3. Limitation of Liability

(a) In no event will ATC/SLN Media be liable to the Client for any indirect, incidental, or consequential loss or damages arising under this Agreement.

(b) The Client agrees to indemnify and keep ATC/SLN Media indemnified from any claim brought by a third party resulting from ATC/SLN Media provision of the service including but not limited to infringement of any intellectual property right of any kind, legislation or regulation or any breach by the Client of any of its obligations under these Conditions.

4 Other Engagements.

- a) During the term of this Agreement, ATC/SLN Media may be engaged by one or more other institutions for ATC/SLN Media.
- b) ATC/SLN Media will use best efforts to segregate the consulting services provided under this Agreement from work at other institutions, so as to minimize any questions of disclosure or ownership of rights under inventions or confidential information. Client may terminate this Agreement if in its reasonable opinion the performance of such work will conflict with its interests.

5 Survival and Termination.

- a) This Agreement may be terminated by either party upon thirty (30) days written notice, sent to the address written above or by email, to the other party.

6 Entire Agreement.

This Agreement is the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the parties relating to the subject matter hereof. It may be amended only by a written agreement executed by both parties

4. Limitation of Liability

(a) In no event will ATC/SLN Media be liable to the Client for any indirect, incidental, or consequential loss or damages arising under this Agreement.

(b) The Client agrees to indemnify and keep ATC/SLN Media indemnified from any claim brought by a third party resulting from ATC/SLN Media provision of the service including but not limited to infringement of any intellectual property right of any kind, legislation or regulation or any breach by the Client of any of its obligations under these Conditions.

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IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written below.

Client

Signed: _____ Date: _____

Printed Name _____

Title: _____

ATC/SLN Media

Signed: _____ Date: _____

Printed Name _____

Title: _____



ATC/SLN Media
Digital Marketing Revolutionized