



# MOONAH MARKETING

## DIY MARKETING PACKAGE AGREEMENT

This Agreement outlines the terms of the DIY Marketing Package ("Services") provided by Moonah Marketing ("Provider") to the Client.

### 1. Service Terms and Conditions

#### 1.1 Scope of Services

The Provider agrees to render marketing services to the Client in accordance with the provisions of this Agreement. Such services include, but are not limited to, meetings, graphic design, website content recommendations, search engine optimisation (SEO) recommendations, email copy, advertisement design, social media content development, reputation management services, content marketing, business-to-business (B2B) lead generation, and monthly reporting. Services beyond the scope of the DIY Marketing Package may incur additional charges.

#### 1.2 Compensation and Payment Terms

The Client shall receive a 15-day free trial commencing upon sign-up. The Client agrees to pay \$249.00 AUD following the conclusion of the trial period, with subsequent payments due monthly, for access to the services outlined in this Agreement. Non-payment or late payment shall entitle the Provider to suspend or terminate the provision of services without prior notice or further obligation to the Client.

#### 1.3 Delivery and Client Responsibilities

The Client acknowledges and accepts that the timely and successful execution of the services herein is contingent on the Client's fulfillment of obligations, including but not limited to, the provision of accurate and timely information, the implementation of recommendations, and consistent collaboration with the Provider.

#### 1.4 Task-Oriented Model

The Client understands and agrees that the Provider's service operates under a task-oriented model. While the Provider may provide recommendations and guidance, the Client bears the primary responsibility for requesting specific tasks or areas of focus to optimise the utility of the services provided.

#### 1.5 Disclaimer

The Provider makes no representations, warranties, or guarantees regarding specific results or outcomes to be achieved through the services rendered under this Agreement, as such outcomes are influenced by factors beyond the control of the Provider, including but not limited to, market conditions and the Client's implementation of recommendations.

### 2. Professional Conduct and Communication

#### 2.1 Communication and Collaboration

The Provider shall facilitate regular communication with the Client, including but not limited to, monthly check-ins, reports, and actionable recommendations. The Client agrees to provide timely feedback and instructions to enable seamless collaboration and continuity of services.

#### 2.2 Respect for the Provider's Staff

The Client agrees to conduct interactions with the Provider's personnel in a respectful and professional manner. The Provider reserves the right to review and, if necessary, terminate the Agreement in the event of behaviour deemed inappropriate or abusive by the Client.

#### 2.3 Non-Disparagement Clause

The Parties mutually covenant and agree not to engage in any form of disparagement, denigration, or defamatory remarks concerning the other Party, whether in a public or private forum, both during the term of this Agreement and after its conclusion.

## **2.4 Non-Solicitation**

The Client agrees not to solicit, hire, or otherwise engage any employee, contractor, or affiliate of the Provider during the term of this Agreement and for a period of 12 months subsequent to its termination, without the prior written consent of the Provider.

## **3. Legal and Administrative Provisions**

### **3.1 Intellectual Property**

Ownership of all material produced by the Provider remains with the Provider until full payment is received. Upon payment, ownership transfers to the Client. However, all completed work may only be used for the purposes intended and cannot be resold, distributed, or shared for other purposes without the Provider's consent.

### **3.2 Confidentiality**

The Provider and the Client mutually agree to maintain the confidentiality of any proprietary, sensitive, or confidential information shared during the term of this Agreement and thereafter. Confidential information includes, but is not limited to, business strategies, data, and access credentials such as logins and passwords. The Client acknowledges that any logins and passwords provided to the Provider may be disseminated among the Provider's team members solely for the purpose of executing the agreed-upon services. The Provider shall ensure that such credentials are securely handled and remain confidential. Under no circumstances will the Provider disclose or use this information for purposes not expressly authorised by the Client. Any breach of this clause shall be regarded as a material violation of the Agreement. Disclosure of such information to third parties without prior written consent is strictly prohibited.

### **3.3 Termination**

This Agreement may be terminated by either Party at any time. Upon termination, the Provider shall cease the provision of services immediately, and any outstanding fees or payments owed by the Client to the Provider shall become due and payable forthwith.

### **3.4 Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Victoria, Australia. Any disputes arising from or relating to this Agreement shall be resolved in accordance with the applicable legislation of said jurisdiction.

### **3.5 Amendments**

Any amendments, modifications, or variations to the terms and conditions of this Agreement shall be evidenced in writing and executed by the duly authorised representatives of both Parties.

### **3.6 Entire Agreement**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior understandings, communications, or agreements, whether oral or written, relating to the subject matter herein.

### **3.7 Provider's Policies**

The Client agrees to comply with the Provider's policies, accessible on the Provider's website. The Client acknowledges that these policies may change and accepts responsibility for reviewing updates. Continued use of services signifies acceptance of any changes.

***By signing below, you acknowledge acceptance of the fee proposal and agree to abide by the terms and conditions stated within.***

Name:

Name:

Signed:

Signed:

Date:

Date: