



## GOOGLE AdWords MARKETING AGREEMENT (BUSINESS)

This GOOGLE AdWords MARKETING AGREEMENT is between, the Charity Hub PTY LTD, ABN: 19 609 759 800

And

ABN: \_\_\_\_\_

This agreement comes into effect when the client signs up and pays the upfront fee.

### Services.

The parties mutually agree to The Charity Hub PTY LTD providing online Google AdWords marketing services to promote the clients Website, Programs, Products and/or Services, throughout Australia or as agreed by both parties. The Client acknowledges and agrees that any Sponsor acknowledgment provided by the Charity in the Clients favor, will not replace any existing Google AdWords expenditure between the Client and Google, and is over and above, on top of, and in addition to, any normal AdWords expenditure between the Client and Google as the Client would normally determine from time to time.

### Term and Termination.

The term of this Agreement is on an ongoing basis for a minimum of 12 months, and will continue unless either party terminates the agreement with a minimum of 30 days' written notice to the other party. If an agreement based on 12 months in advance discount is terminated by the client early, no refund for the balance of the duration will apply.

### Confidential Information.

Any confidential or proprietary information disclosed by one party to the other party in connection with this Agreement shall be treated as commercial in confidence and not disclosed by either party outside this agreement.

### Relationship of Parties.

This Agreement shall not create an agency, partnership, joint venture, or any other form of legal Association.

### Liability

The Charity Hub PTY LTD will not be liable in any way for fines, penalties, taxes (except GST), exemplary/aggravated/punitive damages, liquidated damages, indirect/consequential losses (including loss of contract, loss of production, loss of revenue, loss of profit, loss of opportunity costs, and/or other loss not arising naturally and directly according to the usual course of thing) or legal costs and expenses (except reasonable legal costs awarded by the court) arising from the subject matter of the agreement; and

The maximum liability of the Charity Hub PTY LTD to you is the lesser of: -

1. the sum of Digital marketing management fee you have paid to the Charity Hub PTY LTD; or
2. the cost of re-supplying the online advertising services; or
3. the cost of rectifying the online advertising problem which has caused your loss.

**Fees.**

Fees are payable monthly or 12 monthly in advance depending on the marketing package selected by the client or as otherwise agreed to in writing. Fees may vary due to market variations. The client will be notified in writing a minimum of 30 days prior to any proposed fee increases coming into effect.

**Marketing Materials.**

The client grants inclusive access and rights for the Charity Hub PTY LTD to use any non-sensitive information, branding, testimonials and other business materials as needed to achieve maximum Google AdWords search results for the client.

**Miscellaneous.**

1. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.
2. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
3. This Agreement shall be governed by and construed in accordance with the laws of the state of Queensland without regard to the conflicts of law's provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively to relevant courts and each party consents to the jurisdiction thereof.
4. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affects interpretation of the Agreement.
5. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter described herein.
6. Customized Packages can be negotiated between the parties but will not come into force until both parties have agreed to the customized variations in writing.
7. The Charity Hub PTY LTD is not Google, Google AdWords, Facebook or Yahoo.

**Email Correspondence.**

The parties may correspond, convey information and documentation, and transfer Confidential Information via Internet e-mail. Neither party has control over the performance, reliability, availability, or security of Internet e-mail; and therefore neither party shall be liable for any loss, damage, expense, harm, or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond that party's reasonable control.



Authorized Person's position \_\_\_\_\_

Authorized Person's signature \_\_\_\_\_

Date Authorized \_\_\_\_\_

## Google AdWords for Businesses

<b>Bronze Package</b> The Business gets \$100 Google AdWords spend promoting their Business per month, and one of our digital marketing team working on their Google AdWords budget for 2 hours per month.	
<b>Costs</b> \$450 = One-off set-up fee, plus first month \$200 = Each additional month Total cost in the first 12 months = \$2,650 Additional years = \$2,400	<b>Bonus Offer</b> Pay 12 months in advance and save \$400 (2 months free) First year = \$2,250 Additional years = \$2,000
<b>Silver Package</b> The Business gets \$250 Google AdWords spend promoting their Business per month, and one of our digital marketing team working on their Google AdWords budget for 5 hours per month.	
<b>Costs</b> \$750 = One-off set-up fee, plus first month \$500 = Each additional month Total cost in the first 12 months = \$6,250 Additional years = \$6,000	<b>Bonus Offer</b> Pay 12 months in advance and save \$1,000 (2 months free) First year = \$5,250 Additional years = \$5,000
<b>Gold Package</b> The Business gets \$500 Google AdWords spend promoting their Business per month, and one of our digital marketing team working on their Google AdWords budget for 10 hours per month.	
<b>Costs</b> \$1,250 = One-off set-up fee, plus first month \$1,000 = Each additional month Total cost in the first 12 months = \$12,250 Additional years = \$12,000	<b>Bonus Offer</b> Pay 12 months in advance and save \$2,000 (2 months free) First year = \$10,250 Additional years = \$10,000
<b>Platinum Package</b> The Business gets \$1,000 Google AdWords spend promoting their Business per month, and one of our digital marketing team working on their Google AdWords budget for 20 hours per month.	
<b>Costs</b> \$2,250 = One-off set-up fee, plus first month \$2,000 = Each additional month Total cost in the first 12 months = \$24,250 Additional years = \$24,000	<b>Bonus Offer</b> Pay 12 months in advance and save \$4,000 (2 months free) First year \$20,250 Additional years = \$20,000

Note! All prices are inclusive of GST.