**MARKETING SERVICES AGREEMENT**

This Marketing Services Agreement (referred to as the "**Agreement**") is entered into as of [DATE] (the "**Effective Date**") by and between [PARTY NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its principal place of business at [ADDRESS] (the “**Client**"), and [PARTY NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed under the laws of [JURISDICTION OF ORGANIZATION], with its headquarters at [ADDRESS] (the “**Marketer**"). The Client and the Marketer are individually referred to as a "**Party**" and collectively as the "**Parties**".

The Marketer provides promotion and marketing services, including designing and managing promotional campaigns.

The Client operates in [DESCRIPTION OF BUSINESS] and sells [PRODUCT/SERVICE].

The Client wants to engage the Marketer to design and manage a promotional and marketing campaign for the Client’s [PRODUCT/SERVICE].

In consideration of the mutual promises and commitments contained in this Agreement, along with other valuable consideration acknowledged by both Parties, the Parties hereby agree as follows:

1. **MARKETER SERVICES** 
   1. The Marketer shall provide the Services to the Client using [commercially reasonable/reasonable/best] efforts. These Services shall be performed professionally, diligently, and in accordance with industry standards and sound business practices. The Marketer shall apply efforts comparable to those customarily used in promotional campaigns of similar scale and complexity. “**Services**” means the promotion and marketing services as outlined in Schedule 1.
   2. The Marketer acknowledges that time is of the essence in fulfilling its obligations under this Agreement.
   3. The Marketer may offer similar or related services to third parties during the Term, provided that the Marketer shall not, without the Client’s prior written consent, engage with the following direct competitors of the Client: [LIST OF COMPETITORS].
2. **MARKETER OBLIGATIONS**
   1. The Marketer shall:
      1. appoint a primary contact (the “**Marketer Contract Manager**”) with the authority to act on its behalf;
      2. hire, supervise, direct, and manage all personnel and any permitted third party providers required to deliver the Services (the “**Marketer Personnel**”); and
      3. replace the Marketer Contract Manager or any Marketing Personnel upon the Client’s reasonable request.
   2. The Marketer shall maintain consistent Marketer Personnel throughout the Term, except for changes due to: (i) the Client’s written request; (ii) resignations or terminations; and/or (iii) circumstances outside the Marketer’s reasonable control.
   3. The Marketer shall ensure that all Marketer Personnel comply with applicable laws and any collective bargaining agreements.
   4. The Marketer is responsible for compensating all Marketer Personnel and handling all required tax and regulatory withholdings. The Marketer shall indemnify the Client against any penalties, interest, or liabilities arising from its failure to do so.
   5. The Marketer shall obtain the Client’s prior written approval before engaging third-party providers. The Marketer remains fully responsible for their compliance and performance (including any omissions) as if they were its Marketer Personnel.
   6. The Marketer shall require all third party providers to be contractually bound by confidentiality and intellectual property obligations under this Agreement.
   7. The Marketer shall deliver written progress updates on a [regular/quarterly/monthly] basis, confirming the completion of milestones and Services related to the Campaign[, in the format specified in Schedule [NUMBER]].
   8. At the Client’s reasonable request, the Marketer Contract Manager, along with any relevant Marketer Personnel, shall participate in [monthly/quarterly] meetings with the Client Contract Manager or the Client’s designated representative to review and discuss the progress of the Campaign.
   9. Unless otherwise authorized in writing by the Client, the Marketer shall not incur any costs or expenses exceeding [$AMOUNT] in relation to the Campaign or any associated Service.
3. **MARKETER PROPOSAL**
   1. By [DATE], the Marketer shall present a written proposal to the Client, outlining the strategy, execution plan, and timelines for the Campaign (the “**Proposal**”). The Client shall review and either approve or reject the Proposal within [NUMBER] Business Days. For the purposes of this Agreement: (i) “**Business Day**” means a day that is not a Saturday, Sunday or public holiday in Vermont; (ii) and “**Campaign**” means the promotional and marketing campaign for Client's [PRODUCT/SERVICE] more fully described in Schedule 2 to this Agreement.
   2. If the Client does not approve the Proposal within the required timeframe, the Marketer shall submit a revised Proposal within [NUMBER] Business Days (the “**Revised Proposal**”). The Client shall provide a final decision on the Revised Proposal within [NUMBER] Business Days. If the Client does not approve the Revised Proposal, the Client reserves the right to terminate this Agreement.
   3. Any materials intended for public distribution as part of the Campaign must be submitted to the Client for review prior to release. The Client shall have [NUMBER] Business Days to approve or disapprove the materials. If no response is received within this period, the materials shall be considered disapproved and shall not be released.
4. **CLIENT OBLIGATIONS**
   1. The Client shall use commercially reasonable efforts to:
      1. appoint and, in its reasonable discretion, replace an employee to serve as the primary contact under this Agreement, with the authority to act on behalf of the Client concerning all matters related to this Agreement (the "**Client Contract Manager**");
      2. provide copies of or access to relevant materials and product samples as the Marketer may reasonably request to perform the Services in a timely manner, provided that the Client determines such materials are reasonably necessary or has agreed in writing to provide them. The Client shall ensure that all materials are complete and accurate in all material respects. However, under no circumstances shall the Client be required to provide the Marketer with [TYPE OF MATERIALS]. The Client and its licensors shall retain sole and exclusive ownership of all rights, title, and interest in and to the materials, including any associated Intellectual Property Rights. The Marketer shall have no rights or license to use such materials beyond the Term, except as necessary to perform the Services for the Client. All other rights in the Client’s materials remain expressly reserved by the Client; and
      3. respond promptly to any request from the Marketer for direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Marketer to fulfill its obligations under this Agreement.
5. **INTELLECTUAL PROPERTY RIGHTS**
   1. Except as set forth in Section 5.3, the Client shall be the sole and exclusive owner of all rights, title, and interest in and to the Deliverables, including any associated Intellectual Property Rights. The Marketer agrees, and shall cause the Marketer Personnel to agree, that the Marketer irrevocably assigns, and shall ensure that the Marketer Personnel irrevocably assign, to the Client all rights, title, and interest worldwide in and to the Deliverables, including all Intellectual Property Rights therein, without the requirement of additional consideration. The Marketer shall also ensure that the Marketer Personnel irrevocably waive, to the extent permitted by applicable law, any claims to "moral rights" or equivalent protections related to the Deliverables. For the purposes of this Agreement: (i) “**Deliverables**” means all documents, work product, [concepts, ideas, designs] and other materials that are delivered to Client hereunder by or on behalf of Marketer in connection with the Campaign or in the course of performing the Services; and (ii) “**Intellectual Property Rights**” means any and all trade secrets, trademarks, copyrights, patents, industrial designs and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.
   2. Upon the Client’s reasonable request, the Marketer shall, and shall require the Marketer Personnel to, promptly take any further actions necessary, including executing and delivering all relevant documents, to assist the Client in prosecuting, registering, perfecting, or recording its rights in the Deliverables.
   3. The Marketer and its licensors shall retain sole and exclusive ownership of all rights, title, and interest in and to any Pre-Existing Materials, including all associated Intellectual Property Rights. The Marketer grants the Client a perpetual, limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, manufacture, have manufactured, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent they are incorporated into, combined with, or otherwise necessary for the Client’s use of the Deliverables. All other rights in and to the Pre-Existing Materials remain expressly reserved by the Marketer. For the purposes of this Agreement, “**Pre-Existing Materials**” means [the documents and materials of Marketer set forth on Schedule [NUMBER] hereto/any documents, data, know-how, methodologies, software, and other materials[, including computer programs, reports, and specifications,] provided by or used by Marketer in connection with performing the Services, in each case developed or acquired by the Marketer prior to the commencement [or independently] of this Agreement.
   4. The Marketer shall defend, indemnify, and hold harmless the Client, along with its officers, directors, employees, agents, Affiliates, successors, and permitted assigns from and against any and all losses arising out of or resulting from any third-party [or direct] claim alleging that any of the Services or Deliverables, or the Client’s receipt or use thereof, infringes upon any third-party Intellectual Property Rights.
6. **FEES AND PAYMENTS**
   1. In consideration of the Services provided and the rights granted to the Client under this Agreement, the Client shall compensate the Marketer as follows:
      1. a [one-time/monthly/quarterly] fee of [AMOUNT IN WORDS] dollars ($[AMOUNT]), or the fees outlined in Schedule 1, for the Services described therein (the "**Fixed Fee Services**"). This amount shall include any costs for materials or other expenses incurred by the Marketer in providing such Services; and/or
      2. compensation on a time and materials basis for the Services specified in Schedule 1 (the "**Variable Fee Services**"), calculated based on the [daily/hourly] rates specified in Schedule 1, along with the actual costs incurred for materials, equipment, and third party services necessary for the provision of such Services. These costs shall not exceed [AMOUNT IN WORDS] dollars ($[AMOUNT]) in any [month/quarter] without [the Client’s prior written consent/prior written notice to the Client].
   2. The Client agrees to [pay/reimburse] the Marketer for all [actual, documented, and] reasonable travel and out-of-pocket expenses incurred in connection with the Services, provided that such expenses are [approved in advance in writing by the Client] and [comply with the Client’s standard travel and expense policy, attached as Exhibit [LETTER]].
   3. The Marketer shall issue [monthly/quarterly] invoices to the Client, detailing the fees due and a breakdown of any reimbursable expenses as set forth in Section 6.2.
   4. Payment of the fees outlined in Section 6.1, along with [payment/reimbursement] of expenses under Section 6.2, shall constitute full compensation for the Services. The Client shall not be responsible for any additional fees, costs, or expenses.
   5. The Client shall remit all properly invoiced amounts to the Marketer within [NUMBER] days of receiving the invoice, except for any amounts disputed in good faith in accordance with Section 6.7. Payments shall be made [in U.S. dollars] via check or wire transfer.
   6. All fees payable by the Client under this Agreement are [exclusive/inclusive] of any goods and services taxes, sales taxes, service charges, use taxes, excise taxes, or any other similar duties or levies imposed by a governmental or regulatory authority. The Marketer shall be responsible for any taxes imposed on its income, revenues, personnel, or property.
   7. The Client shall notify the Marketer in writing of any dispute related to an invoice, providing [substantiating documentation/a reasonably detailed description of the dispute], within [NUMBER] [days/Business Days] from [the date/the Client’s receipt] of the invoice. If no dispute is raised within this timeframe, the invoice shall be deemed accepted, and the Client shall pay all undisputed amounts within the timeframe specified in Section 6.5. The Parties shall work in good faith to resolve any disputes promptly.
   8. Except for properly disputed amounts, the Client shall pay interest on all late payments, calculated daily and compounded [monthly/bi-monthly/quarterly], at the lesser of [NUMBER]% per month or the highest rate permitted by law. The Client shall also reimburse the Marketer for any [reasonable] costs incurred in collecting late payments, including, without limitation, legal fees.
7. **REPRESENTATIONS AND WARRANTIES**
   1. Each Party represents, warrants, and covenants to the other that:
      1. it is a legal entity duly organized, validly existing, and in good standing under the laws of its [incorporation/formation] jurisdiction;
      2. it is duly qualified to conduct business and remains in good standing in all jurisdictions where such qualification is required for the purposes of this Agreement, except where failure to maintain such qualification, in the aggregate, [would/could] not reasonably be expected to adversely affect its ability to fulfill its obligations under this Agreement;
      3. it possesses full [corporate] power and authority to enter into this Agreement, grant the rights and licenses provided herein, and perform its obligations under this Agreement;
      4. it has not, and will not during the Term, enter into any oral or written agreements or negotiations with a third party that would impair the rights granted to the other Party under this Agreement or limit its enforceability. Further, it is not aware of any legal actions or proceedings that may impair or restrict the rights granted herein;
      5. the execution and delivery of this Agreement by its designated representative, whose signature appears below, have been duly authorized by all necessary [corporate] actions;
      6. this Agreement has been properly executed and delivered by such Party and, assuming due authorization, execution, and delivery by the other Party, constitutes a legally valid and binding obligation of that Party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws, or by equitable principles affecting creditors' rights generally; and
      7. it is, and shall remain throughout the Term, in compliance with all applicable laws relevant to the performance of its obligations under this Agreement, except where failure to comply [would/could] not, in the aggregate, reasonably be expected to have a material adverse effect on the other Party’s [business/ability to fulfill its obligations under this Agreement].
   2. The Marketer represents, warrants, and covenants to the Client that:
      1. it has obtained, or shall obtain no later than [DATE], and shall maintain in full force and effect during [and after] the Term, as applicable, all necessary licenses, permits, consents, and authorizations reasonably required for the Campaign and the provision of the Services, including [ANY SPECIFIC LICENSES, PERMITS, CONSENTS, AND AUTHORIZATIONS];
      2. it shall comply, and shall ensure that all Marketer Personnel and permitted third party providers comply, with all specifications, rules, regulations, and policies of the Client that are communicated in writing;
      3. the Client shall receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
      4. [to the Marketer’s knowledge,] neither the Services nor the Deliverables, nor the Client’s use thereof, infringe or will infringe upon any [registered] Intellectual Property Rights of any third party under the laws of the United States [or any additional jurisdictions]. As of the Effective Date, there are no known pending or threatened claims, suits, litigation, or other proceedings against the Marketer alleging such infringement; and
      5. no Deliverables provided in electronic form by the Marketer to the Client contain, or will contain: (i) any trojan horse, worm, backdoor, or other software or hardware device designed to permit unauthorized access or to disable, erase, or otherwise harm any computer system or software; or (ii) any time bomb, drop-dead device, or other software or hardware device designed to disable a program automatically with the passage of time or under the control of any party other than an authorized licensee or owner of the program’s rights.
8. **LIMITATION OF LIABILITY**
   1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, REVENUE, OR PROFIT, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
   2. EXCEPT WITH RESPECT TO THE PARTIES’ [LIABILITY FOR INDEMNIFICATION], EACH PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED [NUMBER] TIMES THE TOTAL AMOUNT PAID [AND ACCRUED BUT NOT YET PAID] TO THE MARKETER PURSUANT TO THIS AGREEMENT [IN THE [NUMBER] [YEAR/MONTH] PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM] [OR [AMOUNT IN WORDS] DOLLARS ($[AMOUNT]), WHICHEVER IS LESS].
9. **CONFIDENTIALITY**
   1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 9; (ii) is or becomes available to the Recipient on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
   2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 9, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
   3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
   4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
10. **TERM**

The term of this Agreement shall commence on the Effective Date and shall continue [for a period of [NUMBER] [month(s)/year(s)]/until [DATE]/until completion of the Services], unless earlier terminated in accordance with the terms of this Agreement (the "**Term**").

1. **TERMINATION**
   1. Either Party may terminate this Agreement or an applicable Campaign immediately, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:
      1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
      2. becomes insolvent or is generally unable to pay its debts as they become due;
      3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
      4. makes or seeks to make a general assignment for the benefit of its creditors;
      5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
      6. is dissolved or liquidated.
   2. The Client may terminate this Agreement upon [NUMBER] [days'/Business Days'] prior written Notice to the Marketer.
   3. Termination of an individual Campaign in accordance with this Agreement by either Party will not terminate this Agreement as a whole, nor will it terminate any other Campaign in effect between the Parties at that time, which will remain in full force and effect unless and until otherwise terminated.
   4. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
   5. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
      1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
      2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
      3. certify in writing to the other Party that it has complied with these requirements, [provided, however, that the Client may retain copies of any Confidential Information of the Marketer incorporated in the Deliverables or as necessary to allow full use of the Services and any Deliverables].
   6. Upon expiration or termination of this Agreement for any reason, the Marketer shall:
      1. promptly deliver to the Client all Deliverables (whether complete or incomplete) for which the Client has paid;
      2. provide reasonable cooperation and assistance to the Client [upon the Client’s written request and at the Client’s expense] in transitioning the Services to an alternate provider; and
      3. on a pro-rata basis, refund any fees and expenses paid in advance for Services or Deliverables that have not been provided.
   7. The Client shall not be liable for any termination costs related to the Marketer’s Personnel arising from the expiration or termination of this Agreement.
2. **NOTICES**
   1. Any notice or other communication given under or in connection with this Agreement will be in writing, in the English language (or any other language expressly agreed between the Parties), marked for the attention of the specified representative of the Party to be given notice, and must be: (i) sent to that Party’s address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (ii) sent by email to that Party’s email address.
   2. The address, email address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) calendar days’ notice in accordance with this Section 12:

|  |  |
| --- | --- |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email addresses: | [INSERT] |
| For the attention of: | [INSERT] |
|  |  |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email address: | [INSERT] |
| For the attention of: | [INSERT] |

* 1. Any notice given in accordance with Section 12.1 will be deemed to have been served: (i) if given as set out in Section 12.1(i), at 9.00am on the second Business Day after the date of posting; and (ii) if given as set out in Section 12.1(ii), at the time of sending the email (except that if an automatic electronic notification is received by the sender within four (4) hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, the email will be deemed not to have been served), provided that if notice is served before 9.00am on a Business Day, it will be deemed to be served at 9.00am on that Business Day and if it is served on a day which is not a Business Day or after 5.00pm on a Business Day, it will be deemed to be served at 9.00am on the immediately following Business Day.
  2. For the purposes of this Section 12, references to time of day are to the time of day at the address of the recipient Party as referred to in Section 12.2 and references to Business Days are to normal working days in the territory in which such address is situated.
  3. To prove service of a notice it will be sufficient to prove that the provisions of this Section 12 were complied with.

1. **ENTIRE AGREEMENT**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, communications, and agreements.

1. **AMENDMENT**

Any modification, amendment, or supplementation to this Agreement must be in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of the Agreement, nor shall it invalidate or render unenforceable that provision in any other jurisdiction.

1. **THIRD PARTY RIGHTS**

No person other than the Client and the Marketer shall have any rights under this Agreement. The terms of this Agreement or any part of it may be varied, amended, or modified, or this Agreement may be suspended, canceled, or terminated by a written Agreement between the Parties, or this Agreement may be rescinded (in each case) without the consent of any third party.

1. **NO WAIVER**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. Any waiver shall not be deemed a waiver of any other failure, breach, or default not expressly identified. A Party's failure to exercise, or delay in exercising, any right under this Agreement does not constitute a waiver of that right, nor does any partial exercise of a right preclude further exercise of that right or any other rights.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Vermont, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Vermont, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

[NAME OF PARTY]

By:

Name:

Title:

[NAME OF PARTY]

By:

Name:

Title:

**SCHEDULE 1**

**PROMOTION AND MARKETING SERVICES**

[INSERT PROMOTION AND MARKETING SERVICES DETAILS, FEES, ETC]

**SCHEDULE 2**

**CAMPAIGN DETAILS**

[INSERT CAMPAIGN DETAILS]