BusinessPromoted

Invoice

Invoice Number	INV-0968
Invoice Date	March 29, 2022
Total Due	**$1,000.00**

From:
Business Promoted
7901 4th St N #12584
St. Petersburg,
Florida. Zip- 33702
sales@businesspromoted.com

To:
tymplates
info@tymplates.com

Hrs/Qty	Service	Rate/Price	Adjust	Sub Total
1	SEO & Digital Marketing Deliverables On Package : 1. Minimum of 100 targeted and relevant keywords, 2. Content Development, 3. On-Page Optimization, 4. 100 backlinks per month, 5. Weekly Backlinks and Ranking reports, 6. Social Media Marketing, 7. 25 post per month, 8. 4 blogs per month.	$2,500.00	-60.00%	$1,000.00

Sub Total	$1,000.00
Tax	$0.00
Total Due	**$1,000.00**

¬Services Agreement

1. Definitions

1.1 “Confidential Information” means, in respect of a party, all data and information of a confidential nature, including know-how and trade secrets, relating to the business, the affairs and any development projects or other products or services of such party. Confidential Information may be communicated orally, visually, in writing or in any other recorded or tangible form. Data and information shall be considered to be Confidential Information if (a) the relevant party has marked them as such, (b) the relevant party, orally or in writing, has advised the other party of their confidential nature, or (c) due to their character or nature, a reasonable person in a like position and under like circumstances would treat them as secret and confidential;¬

1.2 “Costs” means all costs and indirect costs incurred by Provider in the performance of the Services under this Agreement;

1.3 “Parties” means the named parties to this Agreement and their respective successors and assigns, and “Party” refers to any one of them, as the context requires;
1.4 “Services” or “Scope of Work” means the services and the scope of work detailed in Exhibit A; all services may be amended by the parties in writing from time to time;
1.5 “Service Fees” means ascribed to such term in Exhibit A.
2. Services
2.1 Engagement. Subject to the terms and conditions of this Agreement (including Customer’s obligation to pay for Service access), Provider shall perform the Services listed on Exhibit A.
2.2 Restrictions on Use. Customer agrees, represents, and warrants to Provider, both during and after the term of this Agreement, the following provisions:
(a) Unless expressly authorized in the Permitted Applications, the Service is for the sole use within Customer’s own organization and by Customer’s own employees or agents. The Service may not be shared with affiliates or any third party, including joint marketing arrangements.
(b) Unless expressly authorized in the Permitted Applications, Customer shall not: (i) disclose, use, disseminate, reproduce or publish any portion of the Service in any manner, (ii) permit any parent, subsidiaries, affiliated entities or other third parties to use the Service or any portion thereof (iii) process any portion of the Service or permit any portion of the Service to be processed with other data or software from any other source, (iv) allow access to the Service through any terminals located outside of Customer’s operations, or (v) use the Service to create derivative products.
(c) Customer shall (i) abide by all prevailing federal, state, and local laws and regulations of any kind governing fair information practices and consumers’ rights to privacy, including without limitation any applicable non-solicitation laws and regulations; and (ii) limit access to consumer information to those individuals who have a “need to know” in connection with Customer’s business and will obligate those individuals to acknowledge consumers’ rights to privacy and adhere to fair information practices and consumer’s right to privacy.
(d) Customer shall not use the Service in any way that (i) infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (ii) violates any law, statute, ordinance or regulation, or (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
(e) Unless expressly authorized in the Permitted Applications, Customer shall not remove, alter or obscure any proprietary notices in the Service or other materials provided by Provider hereunder and shall reproduce all such notices on all copies or portions thereof; and Customer shall not provide or cause to be provided the Service to a Processor.
2.3 Relationship Between Parties. Provider will act as an independent contractor under the terms of this Agreement and to perform specific Services. Provider shall retain the power and authority to supervise and control performance of the Services by Provider’s employees, including the power to discipline, hire and fire Provider’s employees. Nothing in this Agreement shall be construed to (a) give either Party the power to direct or control the daily activities of the other Party, or (b) constitute the parties as employer and employee, franchisor and franchisee, licensor and licensee/sublicensor, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking. Provider recognizes that the needs of Customer may change over the course of this Agreement, and will accommodate such changing needs with modification of the specified Services by mutual agreement based on an equitable shift in work effort.
2.4 Provision of Information and Personnel. Customer shall make available to Provider such information as is reasonably required for Provider to effectively fulfill and perform the Services. Such information includes, but is not limited to, monthly updates on performance of Services for the duration of this Agreement or any amendments thereto. Notwithstanding the foregoing, Customer agrees to make its team available to Provider according to the relevant areas of responsibility as needed for completing the Scope of Work or Services.
2.5 Failure by Customer of Delivery of Information. Customer shall deliver all information necessary for Provider

to perform the Services listed in Exhibit A. In the unlikely event, that Customer cannot deliver the information to Provider, then Customer shall not hold Provider liable for failure of execution of Services listed in Exhibit A.

3. Consulting Fees, Other Fees, Expenses, and Invoices

3.1 Costs of Performing Services. If applicable, all costs (such as travel) reported by Provider to Customer pursuant to this Agreement shall be reasonable and necessary costs and pre-approved by the Customer. Customer shall reimburse Provider for all pre-approved Costs.

3.2 Invoice and Payment. Provider shall submit invoices to Customer for the Service Fees, together with the written report of Costs as provided under 3.1 above, at such times and for such periods and upon such payment terms as may be agreed from time to time between the Customer and the Provider. All Service Fees shall be payable in U.S. Dollars.

4. Consideration

4.1 Calculation of Service Fees. In consideration for the Services performed by Provider hereunder, Customer shall pay all Provider's Costs plus the fees for Services and/or Scope of Work and corresponding payment terms as specified in Exhibit A (collectively, the "Service Fees"). The Service fees shall be paid monthly within Seven (7) days of Provider invoice, unless provided differently in Exhibit A.

4.2 Billing; Payments; Late Fees. At the end of each Provider monthly billing cycle, Provider will invoice Customer for all Fees incurred by Customer during such billing cycle. Customer will pay the invoice in full within Seven (7) days of receipt. If full payment is not made, a charge equal to one and one-half percent (1.5%) will be added to the balance due, not to exceed the maximum legal limit permitted by law. If Customer becomes thirty (30) or more days past due, the Services shall be suspended until all past due charges are paid, and Customer shall be in default of this Agreement. Customer will continue to be responsible for any monthly minimum charge during any period that Services are suspended or not delivered due to Customer's breach. If it becomes necessary for Provider to enforce this Agreement through an attorney, collection agency, or directly through small claims court, Customer shall pay all attorney's fees, agency fees, court costs, and other collections costs, including without limitation post-judgment costs for legal services at trial and appellate levels. Delinquency may affect Customer's credit rating.

4.3 Taxes. Each Party shall bear and pay all of its own taxes (including, without limitation, income taxes) arising under applicable laws in connection with the performance of this Agreement.

5. Records

At all times during the term of this Agreement, Customer shall maintain full, complete and accurate books of account and records with regard to its activities under this Agreement.

6. Term; Termination

6.1 Term. The initial term of this Agreement shall be for a period of one (1) month, commencing on Effective Date. The Customer shall have the option to automatically renew for additional successive one (1) month term, unless terminated pursuant to Subsection 6.2 (Termination) of this Agreement.

6.2 Termination. Either party may forego automatic renewal by giving the other party not less than thirty (30) calendar days written notice of termination prior to the expiration of the then-current term. Written notice must accompany with the proof of deletion of all adwords campaigns. If either party breaches any provision of this Agreement, the non-breaching party shall, upon providing written notice of such breach, be entitled to immediately terminate this Agreement, provided such breach is not cured within thirty (30) days following such notice. If this Agreement is terminated as a result of a breach, the non-breaching party shall, in addition to its right of termination, be entitled to pursue legal remedies against the breaching party. Notwithstanding the foregoing, if Customer is in breach under Section 4 (Fees) of this Agreement, Provider may terminate this Agreement effective ten (10) days after giving Customer written notice of such default, unless Customer shall have remedied the breach within such ten (10) day period.

6.3 Payment upon Expiration or Earlier Termination. Upon the expiration or termination of this Agreement as set forth above in Subsections 6.1 (Term) and 6.2 (Termination), Customer shall pay Provider in full for all products actually delivered and services actually performed by Provider under this Agreement prior to the effective date of such expiration or termination.

7. Use and Training

Customer shall limit use of the Service to its employees who have been appropriately trained.

8. Third Party Use

If the Permitted Applications include providing a Service to End Users, Customer agrees to contractually require all End Users to sign an agreement with substantially similar terms to this Agreement. Customer warrants that in no event shall End Users' use of the data be unrestricted or expand beyond the Permitted Applications of this Agreement. This Section is not intended to provide the Service to End Users unless specifically provided for in the Permitted Applications. Customer shall be liable for any violation of the terms and conditions of this Agreement on behalf of the End Users, or Processor arising out of End Users', or Processor's use of the Service as defined under this Agreement.

9. Proprietary Information

The Proprietary Information is and shall remain the sole and exclusive property of Provider. Customer shall have only the limited rights with respect to the Proprietary Information expressly granted in this Agreement, and all rights not expressly granted by Provider are reserved. Customer agrees that only Provider shall have the right to alter, maintain, enhance or otherwise modify the Proprietary Information. Customer shall not disassemble, decompile, manipulate or reverse engineer the Proprietary Information and shall take all necessary steps to prevent such disassembly, decompiling, manipulation or reverse engineering of the Proprietary Information. Under no circumstances shall Customer sell, Services, publish, display, copy, distribute, or otherwise make available the Proprietary Information in any form or by any means, except as expressly permitted by this Agreement, including without limitation the transfer to a third party or, if not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act, 17 U.S.C. § 107. Customer will take all reasonable steps, in accordance with the best industry practices, to protect the security of the Proprietary Information and to prevent unauthorized use or disclosure. Customer is responsible for all access to and use of the Proprietary Information by Customer's employees or agents or by means of Customer's equipment or Customer's Provider usernames and passwords, whether or not Customer has knowledge of or authorizes such access or use.

10. Consumer Privacy

Customer acknowledges that the Service, while comprised in part of data keyed in by the Customer, describes information that may be deemed to be sensitive information by some consumers. It is the policy of Provider to respect the request of consumers to remove their name, mailing address, e-mail address or telephone number from use in solicitation. Customer's agreement to comply with this policy is an integral condition to Provider entering into this Agreement.

11. Provider Warranties, Indemnification & Disclaimers

Provider hereby represents and warrants that it has (a) qualified personnel, appropriate facilities and adequate resources in order to discharge the Services in a timely and efficient manner, and (b) the necessary experience required to perform the Services in a competent and professional manner. EXCEPT AS OTHERWISE STATED IN THIS SECTION, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider NEITHER ASSURES NOR ASSUMES ANY LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES. Provider DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS COMPLETE OR FREE FROM ERROR, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICE, WHETHER SUCH

ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE.

12. Provider's Limitation Of Liability

Provider SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS, LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF Provider IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

13. Customer's Indemnification

Customer agrees to indemnify, defend and hold Provider harmless from and against all third party claims, losses, liabilities, costs and expenses arising out of or related to the use of the Service by the Customer, or attributable to Customer's breach of this Agreement, provided that Provider gives Customer prompt written notice of any such claim.

14. General Provisions

14.1 Proprietary Marks. Neither party will use, or permit their respective employees, agents and subcontractors to use the trademarks, service marks, copyrighted material, logos, names, or any other proprietary designations of the other party, or the other party's affiliates, whether registered or unregistered, without such other party's prior written consent.

14.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any prior understanding or agreement, oral or written, relating to the Service. Any alterations to this agreement must be in writing and signed by both parties.

14.3 Severability. If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14.4 Waiver; Modifications. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. No modifications of this Agreement shall be effective unless in writing and signed by both parties.

14.5 Survival. The following sections shall survive expiration or termination of the Agreement and shall continue in full force and effect until fully satisfied: 3, 4, 6, 11, 12, 13, 14.

14.6 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile or PDF is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until all parties hereto have duly executed or caused to be dully executed a counterpart of this Agreement. The individuals signing below represent that they are duly authorized to do so by and on behalf of the party for whom they are signing.

14.7 Governing Law and Forum; Attorneys' Fees. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida applicable to agreements executed and to be performed solely within such State. Any dispute arising hereunder shall be settled in a court of law in the County of Sarasota, in the State of Florida. Each of the parties agrees that it shall not seek a jury trial in any proceeding based upon or arising out of or otherwise related to this Agreement or any of the other documents and instruments contemplated hereby and each of the parties hereto waives any and all right to such jury trial. The prevailing party shall be awarded its reasonable attorney's fees and costs in any lawsuit arising out of or related to this Agreement.

14.8 Relationship of Parties. Neither party is nor shall be a partner, joint-venturer, agent or representative of the other party solely by virtue of this Agreement. Neither party has the right, power or authority to enter into any

contract or incur any obligation, debt or liability on behalf of the other party.

14.9 Uncontrollable Events. No party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond the reasonable control of such party. The time for performance of any act delayed by such causes shall be postponed for a period equal to the delay; provided, however, that the party so affected shall give prompt notice to the other party of such delay. The party so affected, however, shall use its best efforts to avoid or remove such causes of nonperformance and to complete performance of the act delayed, whenever such causes are removed.

14.10 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of Provider, which shall not be unreasonably withheld.

14.11 Notices. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by one of the following methods: (a) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. All notices must be sent to the address as shown on the signature page of this Agreement, or to such other address or number as shall be furnished in writing by any such party.

14.12 Miscellaneous. Headings at the beginning of each section and subsection are solely for convenience and are not intended to be a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by either party, but rather as if it were jointly prepared. In the event that any action required by the parties hereto does not occur on a business day, the action shall be taken on the next succeeding business day thereafter. The parties hereto do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and, therefore, there are no third party beneficiaries to this Agreement. The Exhibits and related Appendices to this Agreement constitute integral parts of this Agreement and are hereby incorporated into this Agreement by this reference.

This Services Agreement has been duly executed by the parties as of the Effective Date.
