

Email Marketing Agreement

Agreement between Future marketing Solutions and business or individual identified on this agreement. The client/individual listed below is subject to the following terms and conditions.

The acceptance of Quotation by Client signature implies that the below terms and conditions have been read and understood and accepted by the Client.

Definitions

The following terms and conditions document is a legal agreement between Future Marketing Solutions, hereafter "Future Marketing Solutions", and the customer, "Client" for the purposes of this agreement. Future Marketing Solutions preferred email marketing service, MailChimp, will be known as the "Email Service Provider" (ESP) or simply as "MailChimp".

"The Project" - the body of work that is being undertaken, normally consisting of several connected parts, such as consultation, graphic design, website development and/or hosting. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

1. Platforms

Future Marketing Solutions preferred Email Service Provider is MailChimp.

MailChimp offers free and paid services. If the client does not already have an account with MailChimp, Future Marketing Solutions can setup a free account on their behalf.

If a Client wishes to pay for a premium account with MailChimp, it is suggested that the Client upgrades from a free account. Payment for MailChimp is the responsibility of the Client and does not fall under Future Marketing Solution's responsibilities in any way, shape, or form. If the platform is not paid for, all work will be completed using the free tools, themes or layouts available to non-paying members.

The main difference between the paid and free accounts is the premium accounts get MailChimp support and more templates to use. Free accounts do not get any support from MailChimp, except for what is listed on the FAQ page on the official MailChimp website and templates are limited to Three. For more information on limitations and comparisons between the paid and free accounts, visit mailchimp.com.

1.1. Access to MailChimp Account

Access to a MailChimp account is granted by using two factor authentication.

If the client wishes to use MailChimp for free, the client is then expected to send the authentication code to Future Marketing Solutions every time Future Marketing Solutions needs to sign-in to complete an action or job.

Premium MailChimp Account Holders may add Future Marketing Solutions to their account as a team member for easy access to the account.

2. Content

2.1. Written Content

Copy for emails or email campaigns must be supplied by the Client in Microsoft Word .DOC or .PDF format via dropbox, WeTransfer or email attachment. If not supplied via dropbox, WeTransfer or email, there will be an additional charge for typesetting.

However, if the Client is not able or willing to write their own content, copywriting and content-writing services are available for an additional fee. Future Marketing Solutions will not be held responsible for Tone of Voice, or Brand Personality discrepancies that may occur during copywriting/content-writing, unless the Client has specified their Tone of Voice and Brand Personality requirements.

Any content written by Future Marketing Solutions will not be published until the Client has approved the body copy. During approval, the Client may utilise their three (3) revisions by listing the changes required via email. The Client only has three revisions per campaign, or email. Any additional revisions, past the standard three (3) revisions, may incur an additional cost. Alternatively, the Client can make corrections to the body copy themselves and email the final to Future Marketing Solutions for publishing.

2.2. Photographs, Images and Visual Elements

The Client may request Future Marketing Solutions to create visual graphics for email marketing, or promotional campaigns. It is recommended that the Client provide any visual content or elements they want, however, in the case that the Client has no visual elements, Future Marketing Solutions can find elements that closely match what the Client is looking for.

Future Marketing Solutions, when tasked with finding visual elements, will provide a total of five (5) elements. It is up to the Client whether they wish to use the elements or not.

Future Marketing Solutions only uses visual elements that are royalty free and free for commercial use. Any images that Future Marketing Solutions is asked to obtain from third-party photographers, stock photography or a third-party that sells visual elements (such as Shutterstock) will be charged as an additional cost.

The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Future Marketing Solutions for inclusion in their email campaign, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Future Marketing Solutions and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

Licensing, evidence of ownership or permissions to use the elements provided by the Client may be requested by Future Marketing Solutions.

Visual elements are to be in JPG/JPEG or PNG format. (.psd .pdf and .ai files are also accepted)

If any visual elements have a transparent background, PNG format is used to retain the transparency. 72 DPI is the resolution used for MailChimp; this is to ensure the quality of the image is kept at a standard level for each email client used.

Dimensions used on the platform vary depending on the type of email the Client wishes to send out. Please check with Future Marketing Solutions for image dimension requirements.

Future Marketing Solutions is able to crop images but will not be held responsible for any problems that come with cropping. Photographs, Images or Visual Elements sent over WhatsApp or any instant messaging platform will not be accepted. These platforms compress images to reduce sending and downloading time, this drastically reduces the quality of visual elements. Future Marketing Solutions main concern is following platform guidelines and Terms of Use. Any content, visual or otherwise, that violates the platforms guidelines or Terms of Service will not be used under any circumstances.

3. Scope of Services

Scope Expansion (aka Scope Creep) refers to the change in a project's scope after the project has begun. Typically, the scope expands by the addition of new features to an already approved feature list or unexpected new content. As a result, the project drifts away from its original purpose, timeline and budget. Future Marketing Solutions' quote does not make any provision for scope expansion and any additional work requested that was not covered by the approved brief and will be charged for accordingly at Future Marketing Solutions relevant rate as authors. Exhibit A outlines all deliverables that Future Marketing Solutions & client will be held to.

Client retains Future Marketing Solutions, and Future Marketing Solutions agrees to perform for the Client, certain email marketing services set forth in Exhibit A to this Agreement ("Email Marketing"). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services, including separate promotional or email marketing campaigns agreed to by the Parties.

4. Payments

Future Marketing Solutions will invoice the Client on the last day of each month. The invoice will include any and all services performed under this Agreement as well as any pre-approved expenses.

Payment will be due within 15 days of the invoice date. A late charge of R200 per month will be added to any invoice not paid on time.

Payments must be made to Future Marketing Solutions by credit card, money order, or any other approved method of payment accepted by Future Marketing Solutions. An advance of 50% of the total cost of the project is required before work can commence, unless otherwise stated. Only upon receipt of payment, will a project be opened for the services requested.

No Cheque deposits will be accepted. Cash deposits will incur a 10% fee for bank charges.

Alterations to standing order mandates to reflect new or changed contracts are the sole responsibility of the Client. Overpayments to Future Marketing Solutions because of not updating a standing order mandate will not be reimbursed to the Client. Underpayments or missed payments, however, shall be backdated to the point at which the underpayment or missed payment was discovered and the Client shall be responsible for bringing their account up to date within a reasonable period of time.

If case collection proves necessary, Client agrees to pay all fees incurred in that process. Regardless of the place of signing this agreement, Client agrees that for the purposes of venue, this contract was entered into in Johannesburg, South Africa, and any dispute will be litigated or arbitrated in Johannesburg, South Africa.

All payments are non-refundable and required even if deliverables are not used by client.

4.1. Invoice Disputes

The Client shall notify Future Marketing Solutions in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within seven (7) Business Days from the date of the Client's receipt of such invoice subject to dispute.

Client will be deemed to have accepted all invoices for which Future Marketing Solutions does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in this Agreement. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4.2. Rights Upon Termination of Agreement

This Email Marketing Agreement shall be effective on the date hereof and shall continue until the expressly agreed upon date of the completion of the Services, unless it is earlier terminated in accordance with the terms of this Agreement.

Future Marketing Solutions shall transfer, assign, and make available to Client all property and materials in Future Marketing Solutions possession or subject to Future Marketing Solutions control that are the property of Client, subject to payment in full of amounts due, pursuant to this agreement. Future Marketing Solutions also agrees to provide reasonable co-operation in arranging for the transfer or approval of third-parties interest in all contracts, agreements and other arrangements with advertising media, suppliers, and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

If either Party subject to this agreement fails to follow through with their obligations under this Email Marketing Agreement, the non-breaching Party can terminate this Agreement by providing 30 day's written notice to the breaching Party.

The Client understands that the Future Marketing Solutions may terminate this Agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Email Marketing Agreement in the manner as defined herein. Client agrees to pay any outstanding balances within thirty (30) days of termination.

5. Time is of the Essence

The Client hereby understands and acknowledges that time is of the essence with respect to Future Marketing Solutions' obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required.

6. Confidentiality and Property Rights

Throughout the duration of this Agreement, it may be necessary for Future Marketing Solutions to have access to the Client's confidential and protected information for the sole purpose of performing the Services subject to this Agreement.

Future Marketing Solutions is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. Future Marketing Solutions' obligation of confidentiality will survive the termination of this Email Marketing Agreement and stay in place indefinitely. Upon the termination of this Agreement, Future Marketing Solutions agrees to return to the Client any and all Confidential Information that is the property of the Client.

Further, the Future Marketing Solutions shall promptly return to the Client all copies, whether in written, electronic, or other form or media, of the Client's Confidential Information, or destroy all such copies and certify in writing to the Client that such Confidential Information has been destroyed.

6.1. Intellectual Property Rights and Ownership

All Intellectual Property and related materials, including but not limited to, trade secrets, applications for registrations or relevant registration, rights to any trademark, copyright, trade name, and industrial design ("Intellectual Property") that is produced or developed under this Email Marketing Agreement is the Client's property. Future Marketing Solutions understands that the aforementioned is a "work for hire" and shall be the sole property of the Client. The Client's use of the Intellectual Property shall not be restricted in any manner.

The Service Provider may not use the Client's Intellectual Property for any purpose other than contracted for in this Email Marketing Agreement unless Future Marketing Solutions has written consent from the Client.

6.2. Liability

Future Marketing Solutions will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on time, at any stage.

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of MailChimp or Future Marketing Solutions. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Future Marketing Solutions and the Client acknowledges that MailChimp follows their own policy, both parties agree to follow the Policy, Guidelines and Terms of Use for this platform. For more information on what is and is not allowed on this platform, visit MailChimp.com. The Client hereby agrees to indemnify and hold harmless Future Marketing Solutions from any claim resulting from the Client's publication of material or use of those materials. It is also understood that Future Marketing Solutions will not publish information over the Internet which may be used by another party to harm another.

6.3. Limitation of Liability

Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

6.4. Indemnification

Client agrees that it shall defend, indemnify, save, and hold Future Marketing Solutions harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with Future Marketing Solutions Email Marketing. This includes liabilities asserted against Future Marketing Solutions, its subcontractors, agents, clients, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

Client also agrees to defend, indemnify, and hold harmless Future Marketing Solutions against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's account

This includes infringing on the proprietary rights of a third-party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

7. Warranties and Representations

The Parties to this Agreement fully represent that they are authorized to enter into this Email Marketing Agreement. The obligations and performance of either Future Marketing Solutions or the Client shall not infringe upon or violate the rights of any third-party or violate any other agreement between Future Marketing Solutions or Client or, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation.

8. Confidential Information

Future Marketing Solutions adheres to all national data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy.

This agreement imposes special restrictions on how the Client and Future Marketing Solutions must handle confidential information. These obligations are explained in this section.

8.1. The Client's Confidential Information

While working for the Client, Future Marketing Solutions may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research notes, competitor insights, and other information that is private. Future Marketing Solutions promises to treat this information as if it is Future Marketing Solutions' own confidential information.

Future Marketing Solutions may use this information to do its job under this agreement, but not for anything else. For example, if the Client lets Future Marketing Solutions use a customer list to send out a newsletter, Future Marketing Solutions cannot use those email addresses for any other purpose. The one exception to this is if the Client gives Future Marketing Solutions written permission to use the information for another purpose, Future Marketing Solutions may use the information for that purpose, as well.

When this agreement ends, Future Marketing Solutions must give back or destroy all confidential information and confirm that they have done so. Future Marketing Solutions promises that it will not share confidential information with a third-party, unless the Client gives Future Marketing Solutions written permission first. Future Marketing Solutions must continue to follow these obligations, even after the agreement ends.

Future Marketing Solutions' responsibilities only stop if they can show any of the following:

- (i) that the information was already public when the Marketer came across it;
- (ii) the information became public after Future Marketing Solutions came across it, but not because of anything Future Marketing Solutions did or didn't do;
- (iii) Future Marketing Solutions already knew the information when they came across it and they didn't have any obligation to keep it secret;
- (iv) a third-party provided Future Marketing Solutions with the information without requiring that Future Marketing Solutions keep it a secret; or
- (v) Future Marketing Solutions created the information on its own, without using anything belonging to the Client.

8.2. Third-Party Confidential Information

It's possible the Client and Future Marketing Solutions each have access to confidential information that belongs to third-parties. The Client and Future Marketing Solutions each promise that it will not share with the other party confidential information that belongs to third parties unless it is allowed to do so. If the Client or Future Marketing Solutions is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

8.3. Severability

This section deals with what happens if a portion of the agreement is found to be unenforceable. If that is the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the agreement is changed or disregarded because it is unenforceable, the rest of the agreement is still enforceable.

9. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.1. Electronic Signatures

This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

10. Non-solicitation

Until this agreement ends, Future Marketing Solutions won't:

- (a) encourage Client employees or service providers to stop working for the Client;
- (b) encourage Client customers or clients to stop doing business with the Client; or
- (c) hire anyone who worked for the Client over the 12-month period before the Contract ended.

The one exception is if Future Marketing Solutions puts out a general ad and someone who happened to work for the Client responds. In that case, Future Marketing Solutions may hire that candidate. Future Marketing Solutions promises that it won't do anything in this paragraph on behalf of itself or a third party.

11. What do both parties agree to?

11.1. Future Marketing Solutions agrees to:

Future Marketing Solutions agrees to perform for the Client, certain Email Marketing services set forth in Exhibit A of this Agreement.

Any Service outside of the scope as defined in Exhibit A of this Agreement will require a new Agreement for other services, including separate email marketing or promotional campaigns agreed to by both Parties.

Future Marketing Solutions agrees to engage in the best and commercially reasonable efforts to provide the Services to Client in accordance with the terms of this Agreement.

Future Marketing Solutions further agrees to provide the Services in a professional and diligent manner consistent with industry standards and good business practice, using efforts comparable to those customarily used in email marketing and promotional campaigns of equivalent value and for similar products or services.

Future Marketing Solutions agrees to maintain up to date skills and knowledge through regular training and research.

11.2. The client agrees to:

Provide Future Marketing Solutions, within a reasonable timescale, everything that is requested from you to complete the Project including text, images, and other information.

Provide Future Marketing Solutions with text and images in the format as stated in 3.4. Photographs, images and visual elements.

Review Future Marketing Solutions’ work, provide feedback, and signoff approval in a timely manner.

Make every effort to adhere to all agreed deadlines.

Adhere to the payment schedule laid out in this agreement, on our prices page (www.futuremarketing.solutions/prices), or as agreed to separately for bespoke work.

Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as ‘confidential’ in the subject of the email, or clearly on any written documents.

Provide a minimum of one months’ (30 days) notice in writing, or by email should you wish to cancel any contract or agreement.

12. Changes to these Terms and Conditions

Future Marketing Solutions reserves the right to add, delete, or modify any provision of these general Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid. These Terms and Conditions will always be available to download or print from our website.

Any changes to a contract or agreement that has already been signed and approved, by Future Marketing Solutions and the Client, will require both parties’ acknowledgement and signatures before the changes can be amended and considered actionable.

13. Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Any additional work not specified in this contract must be authorized by a written change order or stipulated in a new agreement and signed by both parties.

Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. The Client agrees to the terms of this agreement on behalf of his or her organization or business. Although Future Marketing Solutions have tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of South African Law and Courts.

Signed and agreed to on this _____ day
of _____ 20_____.

Client Name

Client Signature



Exhibit A

Email Marketing

Company Name:

Email:

Do you have a MailChimp Account? Yes No

Does FMS have permission to create a MailChimp Account on your behalf? Yes No

Do you have an existing customer contact list? Yes No

Project Description/Scope:

Project Goals and Objectives/Milestones:

Brand Archetypes: With the brand personality, the brand archetype gives a brand a more human feel. Please choose **one** Archetype that best depicts your brand.

- The Innocent: Exhibits happiness, goodness, optimism, safety, romance, and youth
- The Everyman: Seeks connections and belonging; is recognized as supportive, faithful, and down-to-earth
- The Hero: On a mission to make the world a better place, the Hero is courageous, bold, inspirational
- The Rebel: Questions authority and breaks the rules; the Rebel craves rebellion and revolution
- The Explorer: Finds inspiration in travel, risk, discovery, and the thrill of new experiences
- The Creator: Imaginative, inventive, and driven to build things of enduring meaning and value
- The Ruler: Creates order from the chaos, the Ruler is typically controlling and stern, yet responsible
- The Magician: Wishes to create something special and make dreams a reality, the Magician is seen as visionary and spiritual
- The Lover: Creates intimate moments, inspires love, passion, romance, and commitment
- The Caregiver: Protects and cares for others, is compassionate, nurturing, and generous
- The Jester: Brings joy to the world through humour, fun, irreverence and often likes to make some mischief
- The Sage: Committed to helping the world gain deeper insight and wisdom, the Sage serves as the thoughtful mentor or advisor

Existing Associated Design Work: Any previous/current design work can help us further understand your company and it's designs. They provide us with visual references so that we can build a base idea. (Previous Letterheads, footers, previous versions of logo's, etc)



Exhibit A

Email Marketing

Please select **one** Brand Personality that fits your company:

- Excitement:** Synonymous with a carefree, spirited and youthful attitude
- Ruggedness:** Rough, tough, outdoorsy and athletic
- Sophistication:** Elegant, prestigious and sometimes even pretentious
- Competence:** Is considered to be successful, accomplished and influential, highlighted by leadership
- Sincerity:** Kindness, thoughtfulness, and an orientation toward family values

Brand Tone of Voice: This is the tone that will be used to address and update your audience

- Funny
- Serious
- Respectful
- Irreverent
- Formal
- Casual
- Enthusiastic
- Matter-of-Fact

What can you provide the designer with?

Existing Associated Design Work: Any previous/current design work can help us further understand your company and it's designs. They provide us with visual references that help us achieve consistency across all designs. If you do not have Brand Guidelines or Style Guides, please select what assets you can provide our team with.

- Logo
- Letterheads
- Mood Boards
- Business Cards
- Colour Scheme
- Fonts
- Other, please specify:

FMS will send a follow-up email to request access to your MailChimp account, if you have one.

You can do this by adding our Marketer as a "Team Member" (Premium MailChimp Account Holders) or by emailing your password directly to us. Please note: If the client requires a profile to be set up on MailChimp, Future Marketing Solutions will send an email listing all the details needed for profile setup, this includes, but is not limited to: Business Address, Operating hours, Product offering, Business contact details, etc.

All information and details you provide us with will be strictly confidential and will not be redistributed or shared in any way, shape, or form.

Date

Client Signature

Please Note: The forms are ready to send back once all fields are complete and signed. If there are any fields not applicable to you, please use "N/A" to occupy the field. Please Note that the forms need a proper signature as it is easy for anyone to type a name on your behalf. Digital signatures are welcome, alternatively we ask that you print the form to sign it and scan it. FMS cannot start any project until all forms are complete and the client has initialed /signed where indicated. If you have any questions or inquiries, you can find our contact details at the top right corner of each page.