

Marketing Consulting Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Marketing Consulting Agreement

This Marketing Consulting Agreement (this "Agreement") is made on [Date] between [Client's full legal name] of [Client's address] (the "Client") and [Consultant's full legal name] of [Consultant's address] (the "Consultant"). The Client and the Consultant are each a "Party" and together the "Parties".

The Client wishes to engage the Consultant to provide marketing consulting and related advertising services, and the Consultant is willing to provide them on the terms set out below. This Agreement governs the engagement described in clause 1 and any further services the Parties later agree to in writing.

1. Scope of Services

The Consultant shall provide the following marketing consulting services to the Client (the "Services"):

[Describe the services in specific terms, e.g. paid social and search advertising strategy, campaign management, and monthly performance reporting]

The Consultant shall produce the following deliverables on the following dates or milestones:

[List each deliverable and when it is due, e.g. a marketing strategy document, campaign creative, or a monthly performance report]

The Consultant shall perform the Services with reasonable diligence and, except where a deliverable date or an agreed meeting requires otherwise, at times and places of the Consultant's own choosing.

The following work falls outside the Services and is not covered by the fees in clause 3:

[List anything expressly out of scope, e.g. website development, graphic design production, or public relations]

The Consultant is under no obligation to perform work outside the Services. If the Client requests it and the Consultant agrees, the Parties shall record the additional work and the additional fee in writing before that work begins.

2. Standard of Care and No Guarantee of Results

The Consultant shall perform the Services with the reasonable skill, care and judgement expected of a competent marketing professional, and in compliance with the laws, advertising standards, and platform policies (including those of any advertising platform used under clause 4) that apply to the Services.

The Services are advisory and executional in nature. The Consultant does not guarantee any particular outcome, result, click-through rate, conversion rate, return on ad spend, ranking, follower count, revenue, or other commercial benefit, and no statement made in the course of the engagement is to be treated as such a guarantee. Recommendations and campaign performance depend on factors outside the

Consultant's control, including platform algorithm changes, market conditions, and the accuracy of information the Client supplies. The Client remains responsible for deciding whether to act on a recommendation and for the consequences of that decision.

The Client shall give the Consultant timely access to the information, brand assets, accounts, and materials the Consultant reasonably needs, and shall ensure that what it supplies is accurate and complete. The Consultant is not liable for any deficiency in the Services that is caused by inaccurate, incomplete or late information or assets from the Client.

3. Fees

In consideration of the Services, the Client shall pay the Consultant on the basis or bases completed below. A basis left blank does not apply to this engagement. If more than one basis is completed, each applies only to the work it describes, and the same work is not charged under more than one basis. Fees under this clause are for the Consultant's services only and do not include advertising media spend, which is governed separately by clause 4.

(a) Hourly — [Hourly rate and currency] per hour of work recorded in the Consultant's time records, up to [Cap on hours per week or per month, or state that there is no cap] .

(b) Retainer — [Retainer amount and currency] per month, covering up to [Hours or scope of work included in the retainer] . Work beyond that allocation is charged at the hourly rate above or, if the hourly basis is not completed, at a rate the Parties agree in writing before that work begins. The retainer is payable whether or not the Client uses the full allocation, and unused capacity does not carry forward unless the Parties agree otherwise in writing.

(c) Project or milestone — [Total fixed fee and currency] for the Services, payable [Milestones or instalments and the amount due at each] .

(d) Management fee — [Percentage] of monthly advertising media spend under clause 4, subject to a minimum of [Minimum monthly management fee and currency, or state that there is none] .

4. Ad Spend and Media Budget

Where the Services include placing or managing paid advertising on any platform ([List advertising platforms in scope, e.g. Meta, Google Ads, TikTok, LinkedIn, or a programmatic exchange] , each a "Platform"), the Parties agree as follows.

Media budget is the Client's money, not the Consultant's revenue. The Consultant shall not commit the Client to advertising spend above

[Monthly or campaign media budget cap and currency] without the Client's prior written approval, and shall not exceed an approved budget except by a margin of [Permitted budget overage, e.g. five percent (5%), or state that no overage is permitted] without further written approval.

The Parties shall fund the media budget on the following basis:

[Describe the funding method, e.g. Client funds the Platform account directly, or pays the Consultant the budget in advance of each spend period] .

If the Consultant funds spend on the Client's behalf pending reimbursement, the Client shall reimburse the Consultant within [Reimbursement period, e.g. seven (7) days] of invoice, and the Consultant may pause spend without being in breach if reimbursement is not received on time.

The Consultant shall not mark up media spend or receive a rebate, discount or other payment from a Platform or vendor in connection with the Client's spend, beyond the management fee (if any) stated in clause 3, unless the Parties agree an amount in writing in advance. The Consultant shall provide the Client, on request and no less than monthly, an itemised record of media spend by Platform and campaign.

On termination of this Agreement, or at the end of a campaign period, the Consultant shall account for and refund to the Client any media budget paid in advance that was not spent on approved advertising, less any amount already committed to the Platform and not recoverable, within [Unspent-budget refund period, e.g. fourteen (14) days] .

5. Advertising Accounts and Access

"Advertising Accounts" means the Client's accounts on each Platform used for the Services, including the ad account, business manager or equivalent administrative account, connected pages and profiles, pixels and conversion tracking, audiences and lookalike or retargeting lists, and the historical performance and spend data held within them.

Advertising Accounts belong to the Client. Where an Advertising Account does not already exist, the Consultant shall create it in the Client's name and under the Client's ownership, not the Consultant's. Where the Consultant is granted administrative access to an existing or newly created Advertising Account, that access is granted solely to perform the Services and does not transfer ownership of the account to the Consultant.

The Consultant shall not restrict, condition, or withhold the Client's ownership of, administrative access to, or control over an Advertising Account, including as leverage for payment of an unpaid or disputed invoice. The Client's remedy for non-payment is set out in clauses 6 and 9, not the Consultant's retention of the Client's accounts or data.

Within [Handover period, e.g. ten (10) business days] of this Agreement ending, for any

reason, the Consultant shall: remove itself (and any personnel it added) from each Advertising Account other than in an owner or administrator role the Client asks it to keep; confirm the Client (or a person the Client names) holds administrative access to each Advertising Account; and deliver to the Client, in a common export format, the historical performance data, audience lists, and creative assets created for the Client under this Agreement. Audience and retargeting lists built from the Client's own website, app, or customer data belong to the Client; audience or targeting configurations that depend on the Consultant's proprietary methodology may be described but need not be delivered in a form that discloses that methodology.

If a Platform account was created in the Consultant's name or under the Consultant's business manager before this Agreement (for example, an agency-level ad account used across multiple clients), the Consultant shall, at the Client's written request and within the handover period above, either migrate the Client's campaigns, data, and access to an Advertising Account newly created in the Client's name, or grant the Client a permanent export of the data described in the paragraph above where migration is not offered by the Platform.

6. Payment Terms

The Consultant shall invoice the Client [Invoice frequency, e.g. monthly in arrears] for fees under clause 3. Each invoice is payable within [Payment period, e.g. fifteen (15) days] of its date, by [Accepted payment method, e.g. bank transfer to the account named on the invoice]. Fees are exclusive of value added tax, goods and services tax, sales tax and any similar tax, which the Client shall pay in addition where it applies. This clause does not apply to media budget, which is invoiced and paid on the basis stated in clause 4.

The Client shall notify the Consultant of any disputed item on an invoice within [Dispute window, e.g. seven (7) days] of receiving it, giving its reasons. Amounts that are not disputed in that period remain payable on the due date.

If an undisputed amount remains unpaid more than [Grace period, e.g. ten (10) days] after its due date, the Consultant may charge interest on the outstanding balance at [Late payment interest rate, e.g. 1.5% per month] and, on written notice, may suspend the Services (but not the Client's access to its own Advertising Accounts under clause 5) until the account is settled. A suspension under this clause does not put the Consultant in breach and extends any affected deliverable date by the length of the suspension.

7. Ownership of Work Product

"Work Product" means the strategy documents, campaign creative, copy, reports, analyses and other materials the Consultant prepares specifically for the Client under this Agreement, but excludes the Advertising Accounts and the data within them, which are addressed in clause 5. On payment in full of the fees to which it relates, the Consultant assigns to the Client all right, title and interest in the Work Product, and shall sign any document the Client reasonably requires to give effect to that assignment.

The Consultant retains ownership of everything it brings to the engagement or develops independently of it — its methods, frameworks, templates, tools, know-how and any pre-existing material (together, "Consultant Materials"), including any improvement made to them during the engagement. Where Consultant Materials are embedded in the Work Product, the Consultant grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to use them as part of the Work Product for the Client's own business purposes.

Nothing in this Agreement prevents the Consultant from providing services of the same or a similar kind to any other client, or from using the general skills, experience and knowledge it acquires during the engagement, provided it complies with clause 8.

8. Confidentiality

Each Party may receive non-public information from the other in connection with the engagement, in any form and whether or not marked confidential ("Confidential Information"). It includes the Client's business, financial, customer, pricing, personnel and technical information, advertising performance and spend data, Platform account credentials, the Work Product, the Consultant Materials, and the terms of this Agreement.

The receiving Party shall keep Confidential Information in confidence, use it only for the purposes of this Agreement, and disclose it only to those of its personnel, contractors and professional advisers who need it and who are bound by obligations at least as protective as these. These obligations continue for

[Confidentiality survival period, e.g. three (3) years] after this Agreement ends, and for as long as the information remains a trade secret under applicable law. A Party may disclose Confidential Information where required by law, regulation or court order, and shall where lawful and practicable notify the other Party first. On request, or when this Agreement ends, each Party shall return or destroy the other's Confidential Information, except for copies it must retain by law or under its ordinary backup and record-retention practices, which remain subject to this clause for as long as they are held.

The obligations in this clause do not apply to information that the receiving Party can show:

- (a) was already lawfully known to it, without any duty of confidence, before the other Party disclosed it;
- (b) is or becomes public through no act or omission of the receiving Party;
- (c) is lawfully received from a third party who is free to disclose it; or
- (d) was independently developed by the receiving Party without reference to the Confidential Information.

9. Term and Termination

This Agreement takes effect on [Start date] and continues until [End date, or state that it continues until terminated], unless it is terminated earlier under this clause.

Either Party may terminate this Agreement for convenience on [Notice period, e.g. thirty (30) days] written notice. Either Party may terminate it immediately on written notice if the other commits a material breach that is not remedied within [Cure period, e.g. fourteen (14) days] of written notice describing the breach, becomes insolvent, or ceases to carry on business. The Consultant may also terminate immediately if an undisputed invoice remains unpaid [Non-payment termination period, e.g. thirty (30) days] after its due date, subject in all cases to clause 5 (the Consultant may not withhold the Client's Advertising Accounts for non-payment).

On termination the Client shall pay for all Services performed and reimbursable media spend and expenses incurred up to the termination date, including work in progress towards any fixed fee or milestone, the Consultant shall deliver the Work Product produced up to that date, and the Parties shall complete the account handover and unspent-budget refund required by clauses 4 and 5. Clauses 4, 5, 7, 8, 10, 11 and 13 survive termination, together with any other provision that by its nature is intended to survive.

10. Indemnification

The Consultant shall indemnify the Client against any loss, liability, damage, cost and reasonable legal expense the Client incurs arising from the Consultant's negligence or wilful misconduct, from a breach by the Consultant of clause 8, from advertising the Consultant placed in material breach of a Platform's advertising policies or applicable advertising law, or from a claim that the Work Product infringes a third party's intellectual property rights. This indemnity is subject in all respects to clause 11.

The Client shall indemnify the Consultant against any loss, liability, damage, cost and reasonable legal expense the Consultant incurs arising from the Client's negligence, wilful misconduct or breach of this Agreement, from brand assets, claims, or offers the Client supplied or approved for use in advertising, or from a third-party claim relating to a decision the Client took in reliance on the Services.

A Party seeking indemnity shall notify the other promptly on becoming aware of the claim, allow the indemnifying Party to control its defence and settlement, and give reasonable assistance at the indemnifying Party's expense. No settlement that imposes an obligation or admission on the indemnified Party may be agreed without that Party's written consent.

11. Limitation of Liability

Neither Party is liable to the other for loss of profit, loss of revenue, loss of anticipated savings, loss of business, loss of goodwill, loss or corruption of data, or any indirect or consequential loss, however arising, even if that loss was foreseeable or the Party was told it might occur.

The Consultant's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to

[Liability cap, e.g. the total fees paid under this Agreement in the twelve (12) months before the claim arose, excluding pass-through media spend]

For the avoidance of doubt, media budget the Consultant holds or directs under clause 4 on the Client's behalf is the Client's money and is not counted as the Consultant's fees for the purpose of this cap, but the Consultant's liability for its own mishandling of that budget is subject to the same cap.

Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for a Party's wilful misconduct, misappropriation of media budget under clause 4, or for any other liability that cannot lawfully be limited or excluded.

12. Independent Contractor Status

The Consultant is an independent contractor and not an employee, partner, agent or joint venturer of the Client. The Consultant controls the manner and means by which the Services are performed, supplies its own equipment unless the Parties agree otherwise, and is responsible for its own taxes, insurance and any statutory contributions arising from the fees paid under this Agreement. The Consultant is not entitled to any employee benefit of the Client, and neither Party may bind the other or hold itself out as able to do so, except that the Consultant may act on the Client's behalf on a Platform strictly to the extent needed to perform the Services and within any spend approval given under clause 4.

13. Governing Law and Jurisdiction

This Agreement, and any dispute or claim arising out of it or its subject matter, are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

Before commencing proceedings, the Parties shall attempt in good faith to resolve the dispute by discussion between senior representatives and thereafter by [Step required before litigation, e.g. mediation in the jurisdiction named above, or state that there is none] .

Nothing in this clause prevents either Party from seeking urgent injunctive or other interim relief at any time.

14. General

This Agreement, together with any statement of work or schedule the Parties sign under it, is the entire agreement between them concerning the Services and replaces any earlier proposal, quotation or understanding on that subject. Any purchase order or standard terms issued by the Client do not apply. This Agreement may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent, which shall not be unreasonably withheld, except that either Party may assign it to a successor of the business to which it relates. The Consultant may engage a subcontractor to perform part of the Services with the Client's prior written consent, and remains responsible for that subcontractor's work and for its compliance with this Agreement.

Neither Party is liable for a failure or delay in performance caused by an event beyond its reasonable control, including a Platform outage, policy change, or account suspension not caused by the Consultant's breach, provided it notifies the other promptly and resumes performance as soon as it reasonably can. If any provision is held unenforceable, the remainder continues in force. A failure to enforce a provision is

not a waiver of it. Notices must be given in writing to the addresses above or to an email address the Parties have used for the engagement. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature:

Printed name:

Company:

Title:

Date:

Consultant

Signature:

Printed name:

Company:

Title:

Date: