

FEBRUARY 6<sup>TH</sup>, 2024

BETWEEN

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MOMENTUM DIGITAL SDN BHD  
(COMP NO: 201701047657/1261833-P)

AND

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(COMP NO: \_\_\_\_\_/\_\_\_\_\_)

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DIGITAL MARKETING AGREEMENT

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# DIGITAL MARKETING AGREEMENT

This Digital Marketing Agreement (hereinafter referred to as "the Agreement") is made on this day  
6<sup>TH</sup> February of 2024 (the "Effective date"),

BETWEEN

**A. Momentum Digital Sdn Bhd (COMP NO : 201701047657/1261833-P)** a company incorporated in Malaysia with its business address at Level 33, Iiham Tower, No 8, Jalan Binjai, 50450, Kuala Lumpur (referred to as "the Provider") of the second part.

AND

**B.** \_\_\_\_\_ (COMP NO: \_\_\_\_\_ / \_\_\_\_\_) a company incorporated in Malaysia with its business address at \_\_\_\_\_ (referred to as "the Client") of the firstpart.

## A. SERVICES PROVIDED

Hereby, the Provider agrees to provide necessary services enlisted below by budget client provided (hereinafter referred to as the "**Services**"), we empower platform social media that give high engagement to run advertising :

### 1. Social Media Advertising Services (Digital Ads Marketing)

#### a. Advertising on Facebook Ads (adjust)

- The client can choose the amount to be allocated for advertising on Facebook. Such fees shall be paid in advance to the Provider or paid directly to Facebook in coordination with the Provider.
- Take necessary action to increase the number of followers on the social media platform.

- Design creatives and graphics to use for regular posting and advertising on social media channels.
- Develop creative content and graphics and share on social media channels.
- To create engagement by responding to user comments and queries on the social media platforms included in this agreement.
- To create brand awareness by monitoring, tuning and optimizing Ads on various channels to ensure maximum reach and brand visibility.

b. Advertising on Instagram Ads

- Design creatives and graphics to use for regular posting and advertising on social media channels.
- Upload, optimize manage videos provided by the client
- Create creative content and graphics for Insta Story

2. Report

- The Provider shall send a comprehensive activity report to the Client at the end of every month via email or phone or any other suitable channel.
- The Provider may send feedbacks, reports, analytics, and reviews to be generated and presented whenever needed in addition to scheduled ones.

### 3. Material for Ads

- The Provider must submit five (5) creatives that will be designed per month for all activities together including posters, videos and advertisements.

### 4. Marketing Campaign

- The Provider will brainstorm & plan for digital marketing campaign structure
- The Provider will provide creative materials (Interactive Poster & Video)

### 5. Social Media Management

- The Provider shall prepare a monthly content for client social media to be approved by the Client.
- Design creatives and graphics to use for regular posting.
- Develop creative content and graphics and share on social media channels.
- To create engagement by responding to user comments and queries on the social media platforms included in this agreement.
- To create brand awareness by monitoring, tuning and optimize Ads on various channels to ensure maximum reach and brand visibility.

The Parties agree that the Services must be completed according to the terms of this Agreement.

**B. PAYMENT TERMS**

- i. Provider shall submit an invoice to the client on or before the beginning of each calendar month and the Client shall make the full payment as per the invoice within 5 days upon receipt of the invoice.
- ii. The invoice include SST Charges and advertisement costs.
- iii. Provider reserves the right to pause or stop all the activities for the client if the payments are delayed more than 10 days from the date of submitting the invoice.
- iv. The provider has the right to with hold any digital assets of the Client until all the pending invoices are paid in full.
- v. All payments shall be made to the following bank account and unless a separate written authorization has been agreed upon between both parties.

Account Number: 5540 8056 3342

Account Name: Momentum Digital Sdn Bhd

Bank: Maybank

**C. TERM**

- i. This Agreement shall be effective on the execution date this Agreement (hereinafter referred to as the "Effective Date").

This initial agreement is for a period of Three (3) months from the date of this agreement.

**D. RENEWAL OF CONTRACTS**

- i. The Client shall upon written request at least 14 days prior to the expiry of the term and subject to the due observance, compliance, and performance of services.
- ii. The Provider will provide letter of renewal contract of agency as noticed of renewal in minimum duration 6 month until 1 years.

**E. UNDERTAKINGS OF THE PROVIDER**

- i. The Provider states that the Provider has been into Digital Marketing Services and assures that it will use its prior experience and knowledge to bring the best results to the Client through sincere and dedicated digital marketing activities.
- ii. A technical expert on social media platforms will be assigned specifically by the Provider to handle all social media activities for this project.
- iii. A technical expert on paid advertising services will be assigned to the project.
- iv. A search engine optimization expert on SEO will be assigned to optimize the website of the client.
- v. A platform-wise specific campaign and action plan to be prepared and submitted for the client's approval.
- vi. Necessary directions and support for the social media promotions from the Provider side will be available over the following channels:
  - Phone
  - WhatsApp
  - Other convenient media, at the request of the client (subject of availability time, others).

- vii. To keep all the credentials provided by the client with due care and confidentiality.
- viii. To handover all credentials and accounts created by the Provider to the Client, for which the Client has made the payments, upon completion of this project and settlement of all payments.
- ix. To discharge will to delete all copies in the providers possessions.
- x. Feedbacks, reports, analytics, and reviews are to be generated and presented whenever needed in addition to scheduled ones.
- xi. A monthly activity report will be prepared and submitted to the Client within 5 days of the subsequent calendar month.
- xii. Seek review of the Client for all content and creatives published on websites or social channels.
- xiii. The Provider has the right to place information pertaining to the Client's business on any of the social media, publisher, and search provider websites and the Client authorizes the Provider to develop content based on information or material provided by the Client including copy, form, size, text, graphics, names, addresses, phone numbers, URLs, logos, trade names, trademarks, service marks, endorsements, photographs or likenesses, and videos.

**F. UNDERTAKINGS OF THE CLIENT**

- i. Provide the Provider with such information and assistance as the Provider may reasonably request and the Client shall consider reasonably necessary in order to carry out the Project.
- ii. Grant the Provider the necessary rights and permissions on Social Media Platforms and various other accounts that are needed for the effective performance of the digital marketing activities throughout the Term of the Agreement.
- iii. Coordinate with other agencies and personnel to facilitate various changes required in the website and other online channels to support digital marketing activities, when such activities are not part of the agreement with the Provider.
- iv. Provide all necessary documents, content, creatives, images, and other resources required for the effective performance of digital marketing activities by the Provider.
- v. Review all the creatives prepared by the Provider in a timely manner and give approvals or suggestions to change.
- vi. The Client shall provide assistance, technical information, and decisions to the Provider, as reasonably required by the Provider in sufficient time to facilitate the execution of marketing efforts in accordance with any estimated delivery dates or milestones.



G. TERMINATION

This Agreement may be terminated if the following occurs:

- i. The Client may terminate this Agreement in the event that the Provider breaches a material term or breach any confidentially or any condition of this Agreement and such breach continues for a period of fourteen (14) calendar days after the Client provides the Provider with a written notice thereof, setting forth the nature of the alleged breach.
- ii. The Client may terminate this agreement should the provider failed to masterdise the duties as the client satisfactions with minimum duration of 3 months.
- iii. The Provider may terminate this agreement by giving fourteen (14) days' notice in writing to the Client along with an explanation of the reason for termination.
- iv. The client may terminate this agreement should provider failed to meet client satisfaction.
- v. If the Client decides to terminate the agreement without any major violation of the agreement by the Provider, the Client may give I months' notice in addition to 1 month's service charges as compensation for the loss to the Provider due to the early termination of the agreement.
- vi. If the Client is unable to give I month notice for termination due to any reason, the Client may terminate this agreement by giving 2 months service charges as early termination compensation.
- vii. This Agreement will automatically be terminated when both Parties complete their obligation

## H. EFFECTS OF TERMINATION

- i. Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such terminations.
- ii. Upon termination of this Agreement, provider shall within (7) days from the date of the notice of termination:
  - a) Assign any copyright and other intellectual property rights in the Special Materials to Client and Client shall have full ownership over such copyright and other intellectual property rights;
  - b) Transfer all data and Personal Data receive or collected in the course of performing the Services to Client; and
  - c) Return to Client all copies of any information, data and documentation supplied to provider by Client for the purpose of this Agreement or otherwise received, collected, produced or developed in the course of performing the Services and if the return not feasible, provider shall destroy any copies of such information, data or documentation and certify to Client that no copies of such information, data or documentation have been retained save that Provider may retain one copy of any material upon which its services were based for audit purposed provided that such material remain subject to the obligations of confidentiality; and
- iii. Following the termination of this Agreement and provided that there are no sums due and payable to Provider, Provider agrees and undertakes to **provide transition services and technical assistance at no cost and at the same service level** prior to termination for a period of **one (1) month after the expiration of notice of termination** to facilitate an orderly transition of the Special Materials and migration of any data to Client.

## I. CONFIDENTIALITY & NON DISCLOSURE

- i. All terms and conditions of this Agreement (and any confidential information provided by the Client to the Provider or vice versa) during the term of the Agreement must be kept confidential unless the disclosure is required pursuant to the process of law.
- ii. The provider warrants that it will not share or disclose any confidential information it gains access to regarding the Client's business practices, trade secrets, or business plans to any external parties. Such information shall be shared only to the Provider's staff who are in absolute need to know this information as part of the digital marketing activities.
- iii. The Provider shall be legally responsible for safeguarding the Client's confidential information.
- iv. Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.
- v. The Parties' obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.

## J. RELATIONSHIP BETWEEN PARTIES

- i. Hereby, the Parties agree that the Provider in this Agreement is an independent contractor, as he/she provides the services hereunder and acts as an independent contractor.
- ii. The Provider shall not be considered an employee under any circumstances.
- iii. This Agreement does not create any other partnership between the Parties.
- iv. This Agreement is an Agreement that is not based on exclusivity. Hence, the Parties are entitled to enter into other Agreements with other parties.

**K. OWNERSHIP & RESPONSIBILITIES**

- i. The Parties agree that all products created by the Provider will remain the exclusive property of the Client, as long as it is relevant to the performance of the Services set forth in this Agreement.
- ii. The Provider will have no rights of ownership on any of the channels (social media channels, websites, etc.) created for the Client for which the Client has made the full payment or such channel creation is part of the fee paid.
- iii. The Provider may create additional websites at its own expense or use its own fund to support the digital marketing activities for the Client. Such resources may be retained by the Provider after the term of this contract. However, after the contract is over, it must be clearly marked on such channels that they are not associated with the Client.
- iv. The Client must review and authorize all content, graphics, and creatives prepared by the Provider before or immediately after publishing. The client will be fully responsible for any marketing or general content published by the Provider on behalf of the Client.
- v. Provider owns no responsibility for the products, services, claims, promotions, graphics, or creatives used in the websites, social channels, advertising, or other marketing activities. The Client shall ensure all such content adheres to the legal compliances and requirements.

L. INTELLECTUAL PROPERTY

- i. The Provider agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information, or trade secrets.
- ii. The Provider will refrain from using such intellectual property upon the termination of this Agreement.

M. COPYRIGHTS AND TRADEMARKS

- i. The Client represents and unconditionally guarantees that any elements of text, graphics, videos, photos, content, designs, trademarks, or other artwork furnished to the marketer for inclusion in web pages, social media, etc. are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.
- ii. Client agrees to hold harmless, protect, and defend the Provider from any claim or suit arising from the use of such elements furnished by the Client.

N. LIMITATION OF LIABILITY

Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or another form of action)—if said damage is the direct result of one of the party's negligence or breach.

O. VARIATION & AMENDMENT

- i. The terms and conditions of this Agreement may only be varied between the parties hereto by mutual agreement and such agreement shall be in writing before the same can be construed to have any force and effect.
- ii. As such, any amendments made by the Parties will be applied to this Agreement.
- iii. The parties hereto agree that in the event of any circumstances arising during the term of this Agreement that may affect the viability or hinder the implementation of the joint venture the parties shall negotiate in good faith on avenues to overcome such circumstances.

P. ASSIGNMENT

The Party hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

Q. ALTERNATIVE DISPUTE RESOLUTION

- i. If a dispute or claim should arise between the parties hereto out of or relates to this Agreement the party hereto agree to use their best endeavors to resolve and settle such dispute or claim amicably through negotiation in good faith within fourteen (14) days from the date the dispute or claim arises.
- ii. This Agreement shall be governed by the law of Malaysia and the Parties agree to submit to the jurisdiction of the court in Malaysia.

R. ENTIRE AGREEMENT

- i. This Agreement contains the entire agreement and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior agreements, understandings, inducements, and conditions (express, implied, oral, written, or of

any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

S. SEVERABILITY

In an event when any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions will still be enforced, in accordance with the Parties' intention.

T. REPRESENTATIVES

Each Party shall nominate in writing upon the signing of this Agreement the person(s) who will act as its representatives for the purposes of this agreement and who will be responsible for providing any information which may be required by the other Party to perform its obligations hereunder.

U. OWNERSHIP OF DATA

- i. Client shall retain full ownership of all data provided to or obtained by provider whether in existence at the date hereof and/or any data received, collected, produced, or developed in the course of performing the Services.
- ii. Client shall grant to provider non-exclusive right to the data only to the extent necessary for provider to perform the Services.
- iii. Provider shall provide a timely back up of all data received hereunder and maintain a backup copy of such data.

V. PERSONAL DATA PROTECTION

- iv. The Parties shall comply with all applicable privacy and data protection laws in Malaysia including but not limited to the Personal Data Protection Act 2010 (PDPA).
- v. Without prejudice to the generality of Clause i above, the Parties shall ensure that they have all necessary appropriate consents and notice in place to use the

Personal Data and to enable lawful transfer of the Personal Data to the other Party for the purposes of this Agreement.

vi. Provider agrees and undertakes that:

- a) It shall use the Personal Data solely for the purposes of performing the Services for Client.
- b) It shall take appropriate security measure against unlawful or unauthorized processing of Personal Data against loss or corruption of Personal Data processed by its Representatives on its behalf;
- c) It shall inform Client promptly in writing if it becomes aware of any unauthorized use or disclosure of Personal Data by its Representatives or any other persons;
- d) It shall ensure that all personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential; and
- e) It shall not copy or reproduce any Personal Data without the express written permission of Client, except as absolutely and technically necessary to comply with this agreement.



SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement. This agreement is demonstrated by their signatures below:

**DIGITAL MARKETING AGENCY:**

Signed by : \_\_\_\_\_  
For and on behalf of : \_\_\_\_\_  
(Momentum Digital Sdn Bhd)  
Date : \_\_\_\_\_

In the presence of:

Signed by : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_

**CLIENT:**

Signed by : \_\_\_\_\_  
For and on behalf of : \_\_\_\_\_  
( )  
\_\_\_\_\_ )  
Date : \_\_\_\_\_

In the presence of:

Signed by : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_