



Facebook Overview

co-designed with Brian Moran

FunnelDash

03/06/2017 - 04/04/2017

Total Adspend

\$4,193.15
↓6.2%

Total Revenue

\$750.00
↑100%

ROAS

17.9%
↑100%

Link Clicks

2,726
↑78.2%

42.2%

Lead Events

1,150
↑84.4%

1.0%

Purchase Events

11
↑100%

\$1.54 \$0.28
CPC EPC

\$3.65 \$0.65
CPL CPL

\$381.20 \$68.18
CRA CV

Weekly Campaigns Adsets Ads

All Campaigns v

Breakdown	Adspend	Revenue	ROAS	CTR	Clicks	CPC	EPC	CR%	Leads	CPL	ARL	Link	Purchases	CRA	CV
Mar 6 - Mar 12	\$1,644.15	\$490.00	273%	0.85%	638	\$2.58	\$0.71	60.86%	367	\$4.25	\$16	100%	4	\$41.04	\$12.50
Mar 13 - Mar 19	\$1,365.06	\$100.00	10.9%	1.8%	1080	\$1.29	\$0.14	29.8%	58	\$4.32	\$0.47	6.6%	2	\$68.55	\$7.00
Mar 20 - Mar 26	\$100.27	\$0.00	0.00%	1.6%	45	\$2.22	\$2.22	77.9%	35	\$2.86	\$4.29	2.8%	1	\$41.9	\$10.00
Mar 27 - Apr 2	\$830.38	\$0.00	0.00%	1.0%	822	\$1.01	\$0.00	16.55%	156	\$5.19	\$0.00	1.6%	1	\$41.9	\$10.00
Apr 3 - Apr 4	\$253.29	\$0.00	0.00%	1.0%	91	\$1.37	\$0.00	17.43%	278	\$0.00	\$0.00	0.0%	2	\$20.95	\$10.00



Terms

THIS AGREEMENT (the "Agreement"), dated _____{date_submitted}_____, is hereby entered into by and between _____{client_name}_____, (the "Client") whose address is: _____{client_address}_____ and {company_name}. The Client and {company_name} (the "Parties") agree as follows:

1. SERVICES

{company_name} is in the business of providing Paid Media Management Services and the Client wishes to buy Paid Media Management Services. The Client hereby agrees to engage {company_name} for its Paid Media Management Services program hereby made a part of this Agreement as "Attachment A".

2. TERM

Unless the Parties enter into the Addendum attached hereto or separately agree in writing, this Agreement will commence on the effective date first set forth above and will continue for the period of 90 Days (the "Initial Term") from the date hereof.

3. COMPENSATION AND PAYMENT

If the client pays for the entire Initial Term of the engagement in full at the start of the project, the client will pay ___{total}_____ for the engagement upon execution of this Agreement. If the client prefers to pay for the Initial Term in monthly installments, Client will pay a ___{total}_____ enrollment fee, ___{total}_____ upon execution of this Agreement and then ___{total}_____ at 30 days and 60 days from the date hereof following by ___{total}_____ every month thereafter. All amounts payable pursuant to this Agreement are exclusive of taxes. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes. Client has the option of enrolling in the auto draft payment system using Appendix I.1 for checking accounts or Appendix I.2 for credit cards.



DESCRIPTION	COST PER UNIT	QTY	SUBTOTAL
Paid Media Onboarding & Creative	\$5,000	1	\$5,000
Paid media strategy & plan, account audit, 30 hours of creative resources for 90 days, etc			
Paid Media Management	\$5,000	1	\$5,000
TOTAL			\$10,000

4. PERFORMANCE COMPENSATION

YES Once \$35,000 in monthly ad spend has been surpassed, Client agrees to pay a management fee based on % of total monthly ad spend in lieu of the monthly base retainer.

Tier 1 = \$0 - \$35,000 (Base Retainer)

Tier 2 = \$35,001 - \$50,000 = 17% of spend

Tier 3 = \$50,001 - \$100,000 = 15% of spend

Tier 4 = \$100,001 - \$250,000 = 13% of spend

Tier 5 = \$250,001+ = 11%

5. SCOPE OF SERVICES

All creative and additional services including calls outside the scope of this Agreement requested by the Client will be billed at a rate of \$150 per hour. (Client will be notified and must approve additional services before performed). Client will also be given opportunity to purchase additional services at package rates). The scope of the project is time sensitive and require both parties to respond within a reasonable timely manner, not to exceed 1 week. If Client does not continue monthly retainer services as laid out in Attachment A, additional work performed after the last monthly billing cycle will be billed at a rate of \$150 per hour.



6. TERMINATION

Unless either Party terminates for a material breach by the other Party as provided herein, this Agreement may not be terminated prior to the Initial Term above by either party. Under no circumstances will {company_name} be obligated to provide any refunds of the amounts paid for the Services hereunder. During the Initial Term and any additional term agreed to in the Addendum or otherwise, Client agrees to (a) provide sixty (30) days written notice to {company_name} of a request to cancel Services, (b) pay an early termination fee equal to three (3) months of Service, and/or (c) agree to pay any and all outstanding balances for Services rendered immediately. Client understands that upon an early termination of this Agreement, FunnelDash reserves the right to stop all work immediately. This Agreement and any work assignment in progress may be terminated by {company_name} at any time without prior written notice to Client in the event that: (a) Client fails to meet the terms and/or conditions of this Agreement; (b) Client defaults on payment as set forth in Section 3.

7. OWNERSHIP OF MATERIALS

All materials, data and similar items, produced by {company_name} hereunder in connection with the Services shall be, at all times, the sole property of The Client. All services and software used by {company_name} shall at all times be the sole property of Client.

8. CLIENT AGREEMENTS

- Basic metrics on what funnels and traffic sources are currently working in Client's business.
- Detailed description of Client's market/buyer.
- Any javascript work needed to deploy the advertising pixels on the client's website and landing pages. Appropriate contacts with members of the client's team including, but not limited to, marketing, product and customer support staff members.
- Access to hosting account, CRM and other systems as it relates to the funnel build out and landing page creation.
- All product-based assets, including the lead magnet, liquidation offer, upsell offer, webinar offer, and bundle offer.

9. NON-INTERFERENCE

The Parties agree that, unless otherwise agreed to by the Parties in writing, during the performance of any Services hereunder and for a period of two (2) years after termination of such Services, Client shall not solicit, entice, encourage or induce (hereinafter collectively



"solicit") any person who at any time during the Initial Term or Term of this Agreement shall have been an employee, staff, consultant, temporary personnel or technical personnel of {company_name} to cease being an employee, staff, consultant, temporary personnel, technical personnel or independent contractor of {company_name} and to become employed by or associated with any person, firm or corporation other than {company_name}, and Client shall not approach any such employee, consultant or contractor for such purpose or authorize or knowingly approve the taking of such actions by any other person, firm or corporation or assist any person, firm or corporation in taking such action. In the event that Client breaches the covenants contained in this Section 10, Client agrees to pay to {company_name} an amount equal to two times the annual salary (or annualized contract payments) of each employee or contractor as liquidated damages and agrees that such amount is a reasonable estimate of the cost and expense to {company_name} to retain new personnel.

10. NON-DISCLOSURE

Client agrees that any and all proprietary information obtained from {company_name}, including the products and Services used to carry out the terms of this Agreement, the methods in which products and Services are implemented, information about inventions, designs, methods, systems, improvements, and any other proprietary and confidential matters gained as a result of this Agreement will be considered strictly confidential and shall not be used by or directly or indirectly disclosed by Client to any person or persons without {company_name} prior written permission. Except as set forth in the last sentence hereof, {company_name} agrees that any and all proprietary information which may be obtained by {company_name} from Client, its employees or consultants, including information about inventions, designs, methods, systems, improvements, and other private matters gained while on the premises will be regarded as strictly confidential and shall not be directly or indirectly used by or disclosed by {company_name} to any person or persons (other than {company_name}) employees or vendors with a need to know solely for the purposes of this Agreement) without Client's prior written permission. Notwithstanding the foregoing, {company_name} shall be entitled to use Client's name and results from the Services in any and all marketing materials utilized by {company_name} upon prior verbal or written consent from Client.

11. LIABILITY LIMITATIONS



Except for bodily injury, {company_name} TOTAL LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR LOSS OR DAMAGES RELATING TO OR ARISING OUT OF THE PERFORMANCE OF {company_name} UNDER THIS AGREEMENT AND/OR ARISING UNDER ANY THEORY AT LAW OR EQUITY (WHETHER TORT, NEGLIGENCE OR OTHERWISE), AND INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, LOST REVENUES, LOST OR CORRUPTED DATA, LOST USE, OR PUNITIVE DAMAGES AND ANY OF CLIENT'S CLAIMS OF CONTRIBUTION AND INDEMNIFICATION RELATED TO THIRD PARTY CLAIMS ARISING OUT OF SERVICES RENDERED BY {company_name}, AND FOR ANY LOSSES, INJURY OR DAMAGES TO PERSONS OR PROPERTIES IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE PAYMENTS RECEIVED BY {company_name} FROM CLIENT HEREUNDER DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. Client agrees that it will not allege that this remedy fails of its essential purpose.

12. WARRANTY MATTERS

{company_name} warrants that its Services shall be performed consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY {company_name} CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE

13. INDEMNIFICATION

Each Party shall indemnify, save, defend, and hold the other Party, and their respective officers, directors, shareholders, managers, members, employees and agents, harmless from and against all claims, liabilities, demands, causes of action, losses, damages, taxes, penalties, liens, costs, and expenses, including but not limited to interest, penalties, court costs, and attorneys' fees, incurred by the other Party (collectively, "Liabilities") in connection with any (a) material breach of any of the terms of this Agreement by the indemnifying party, or (b) act, omission, or misrepresentation of the indemnifying party, unless such Liabilities are caused by the gross negligence or intentional torts of the other Party

13. SEVERABILITY



If any provision of this Agreement is deemed as unenforceable or invalid under any applicable law or is so determined by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decision.

14. FORCE MAJEURE

Other than with respect to payment obligations hereunder, if either party is unable to perform any of its obligations under this Agreement because of a natural disaster, actions or decrees of governmental bodies, communications line failure not the fault of the affected party, or other events beyond the reasonable control of the affected party (a "Force Majeure Event"), the party who has been so affected will immediately give notice to the other party and will do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended for the duration of the Force Majeure event.

15. INDEMNIFICATION

Each Party shall indemnify, save, defend, and hold the other Party, and their respective officers, directors, shareholders, managers, members, employees and agents, harmless from and against all claims, liabilities, demands, causes of action, losses, damages, taxes, penalties, liens, costs, and expenses, including but not limited to interest, penalties, court costs, and attorneys' fees, incurred by the other Party (collectively, "Liabilities") in connection with any (a) material breach of any of the terms of this Agreement by the indemnifying party, or (b) act, omission, or misrepresentation of the indemnifying party, unless such Liabilities are caused by the gross negligence or intentional torts of the other Party.



16. MISCELLANEOUS

This Agreement, along with the Addendum if entered into, shall be governed by the laws of the State of California, without regard to the conflict of laws provisions thereof. It constitutes the entire Agreement between Client and {company_name} for the Services. A good faith (realistic) effort must be made by both parties to rectify disputes regarding service prior to pursuit of other avenues of resolution including but not limited to litigation. Failure to exercise this good faith effort and document the same by a party shall result in that party's losing the right to have attorney's fees and costs awarded to them in the event that they were successful in such dispute. Following use of such efforts, any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of JAMS in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. Except as otherwise provided in the prior paragraph, the arbitrator shall also award to the prevailing party in the arbitration (as determined by the arbitrator) reasonable legal fees, expert witness fees, and related costs of the prevailing party. The arbitration shall be held in {company_city}

No action, regardless of form, arising out of this Agreement, may be brought by either party

- more than two (1) year from the last date of payment.

This Agreement may be executed simultaneously in one or more counterparts, each of which

- shall be deemed an original, but all of which together shall constitute one and the same Agreement.

All of the terms and provisions of this Agreement shall be binding upon and shall inure to the

- benefit of the parties hereto and their respective transferees, successors, assigns and heirs, unless otherwise specifically provided herein

The warranties, representations and covenants of each of the parties hereto shall be true and

- correct as of the date of this Agreement and shall survive the date of the within Agreement.

If any party brings any action or proceeding to enforce, protect or establish any right or

- remedy under this Agreement or with respect to the transaction contemplated hereby, the prevailing party shall be entitled to recover actual attorney's fees and costs



By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.

The Client ____ {client_name} _____

By: _____

Print Name: ____ {client_name} _____

Dated: ____ {date_accepted} _____

Company ____ {{company_name}} _____

By: _____

Print Name: ____ {company_name} _____

Dated: ____ {date_submitted} _____

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Addendum B

Attachment B

The Service to be provided are as follows:

This attachment contains the detailed description of services to be rendered by {company_name} as follows:

Facebook & Instagram advertising activities

- Upload existing customer data and develop lookalike pools
- Leverage Facebook's affinity analysis tool to build target segments
- Advertise on Instagram
- Create targeting groups that match targeted audience
- Create retargeting audience pools
- Daily optimization: bids, budgets, audiences, and creative

Pinterest Advertising activities

- Advertise on Pinterest
- Optimize performance through active bid management, ad text testing, day parting, device segmentation, etc.
- Expand campaign keyword and topic coverage
- Daily optimization: bids, budgets, audiences, and creative

Paid Search Advertising activities

- Advertise on search on Adwords with a focus on Youtube
- Optimize performance through active bid management, ad text testing, day parting, device segmentation, etc.
- Expand campaign keyword and topic coverage
- Remarketing: Display and RLSA ads



Creative activities

- Creative onboarding and review
- Develop campaign strategy and creative concepts for launch

Reporting and meetings

- Weekly reporting
- Meetings to review activities, performance, and tests

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Appendix I.1 - Payment Authorization Agreement for Checking Account

Payment Authorization Agreement for Checking Account

Client hereby authorizes {company_name}, to initiate debit entries for payment of the monthly Services fee and/or Cancellation Fees to Client checking account at the financial institution indicated below and to debit same account the 3rd of each month effective on the start date listed in the Agreement.

Your Financial Institution Information

Bank Name _____
Bank Address _____
Street Address _____
City _____ State _____ Zip _____
Routing Number _____ Account Number _____
Monthly Withdrawal Amount \$ _____

****Important: Please provide a copy of a voided check****

This authorization is to remain in full force and effect until {company_name} has received written notification of its termination based on terms stated in this Agreement.

I (we) understand and agree that I will be responsible for and will pay a returned item fee of \$25.00 which will be assessed for each debit that is returned to {company_name} as a "returned item".

Date ____{date_submitted}_____

Signature _____

Printed Name _____{client_contact_first} {client_contact_last}_____



Appendix I.1 - Payment Authorization Agreement for Credit Card

Payment Authorization Agreement for Credit Card

Client hereby authorizes {company_name}, to initiate credit entries for payment of the monthly Services and/or Cancellation fee to Client credit card indicated below and to charge the same account the 3rd of each month effective on the start date listed in Appendix A.

Credit Card Information

Monthly Withdrawal Amount \$ _____

Name on Card _____

Card Type Discover Visa Master Card

Card Number _____

Expiration Date _____ Security Code _____

Billing Address _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____

Email Address _____

This authorization is to remain in full force and effect until {company_name} has received written notification of its termination under this Agreement.

I (we) understand and agree that I will be responsible for and will pay a returned item fee of \$25.00 which will be assessed for each debit that is returned to {company_name} as a "returned item".



Date: _____{date_submitted}_____

Signature: _____

Print Name: _____{client_contact_first}{client_contact_last}_____

Appendix I.2 - Payment via Check Details

Use The Name And Address Below To Make A Payment Via Check.

{company_name}

{company_address_1}

{company_city}, {company_state}

{company_zip_code}

Accepted by:

Signature _____

{date_accepted}

IP Address

72.69.70.88

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Our Team



Zach Johnson

CEO

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Tanya Brody

SENIOR CONTENT EDITOR

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Stella Lungu

ART DIRECTOR

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