



CAMPAIGN S.O.W. & CONTRACT

Campaign

CONFIDENTIALITY AGREEMENT

The undersigned reader acknowledges that the information provided by Greenbanana within this proposal is confidential; therefore, reader agrees not to disclose any information without the express written permission of Greenbanana SEO Reader also acknowledges that information to be furnished in this proposal is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader, may cause serious harm or damage to Greenbanana SEO.

Upon request, this document is to be returned to Kevin Roy.

Signature

Date

Name (typed or printed)

SERVICES AGREEMENT - STATEMENT OF WORK

This agreement is made effective as of _____, 2022 (the "Effective Date") by and among _____ (the "Client"), Kevin Roy, a representative of Green Banana SEO with an address for



purposes hereof at 48 Dunham Road Suite 3000, Beverly, MA 01915(the "Agency").

The "CLIENT" by signing this Statement of Work (SOW) document acknowledges and accepts the Terms and Conditions presented and attached in this document as "Exhibit A" proposal.

This SOW includes a payment schedule for work completed by the "AGENCY" as follows:

PLANNING & EXECUTION

Upon contract signing, Greenbanana will work with CLIENT to hold a digital discovery kickoff meeting. Greenbanana will review all the specific requests for the project including the identification specific KPI's (Key Performance Indicators) as well as the documents presented and shared by CLIENT to make sure we have a full sense of the project details. After the contract is approved, we add the project to our schedule and get to work.

In the planning phase, Greenbanana will work with CLIENT to provide feedback on the paid media, digital and design portions of the project, working together to the end goal. This will include reviewing and approving ideal client profiles, deciding the right blend of media spend, questions for Subject Matter Experts (SMEs), pertinent visuals to ensure that we know how the information will be organized, and how users will interact with the content (overall user experience). These details will serve as our working blueprint, so we'll fine-tune it carefully before going forward. In addition, GreenBanana will assist in the conversion tracking implementation based on the KPI's identified in the kickoff meeting.

In the set-up phase, Greenbanana will establish a connection to CLIENT's analytics account and set up conversion tracking based on the KPI's outlined in the planning phase. Greenbanana will create a tracking dashboard for all campaigns allowing the client team to see activity and performance data in near-real time. In addition, Greenbanana will set up a regular analysis call to discuss performance, expectations, and optimization processes. We are committed to 100% transparency.

Greenbanana will then build out your paid media programs and connect them to your analytics account as well as your reporting dashboards.

In the execution phase, your Greenbanana team will manage, adjust and refine the program on a consistent basis for continuous improvement to optimally convert targets based on your KPI's.

CLIENT team members will have a weekly call with your Greenbanana team to go over project deliverables, status, campaign performance updates, suggestions, and insights.

Advertising, Social, Display, and retargeting ad content and creative/ messaging will be submitted to CLIENT for approval prior to launch.

OUR RESPONSIBILITIES

The team at Greenbanana will plan, manage, and execute on the deliverables set forth in this agreement. Our account executives will streamline the process and ensure a smooth transition from



one phase to the next while they continue to work on campaign performance.

CLIENT RESPONSIBILITIES

The following assumptions have been created based on Greenbanana's understanding of the project. If any of these assumptions are inaccurate, an updated proposal will be provided.

- Key CLIENT personnel will be available for working sessions and review and will provide access to necessary assets including content, imagery, and video assets where applicable.
- Will provide a single point of contact (PoC) for Greenbanana; this PoC will have the authority to make decisions associated with the project.
- Key CLIENT personnel will attend scheduled meetings and provide feedback so that we may continue to optimize your campaign(s) to maximize performance
- Missed milestones/deadlines at any point during project execution may affect the final delivery date. Greenbanana will clearly communicate critical milestones requiring action and/or approval to CLIENT



PAYMENT SCHEDULE

Work will begin when an executed statement of work has been received by Greenbanana. The payment schedule will be determined as part of the service agreement.

Fee Schedule:

1. Conversion tracking and lead nurturing capabilities installed (SET UP \$199)
2. SEM (Google Ads) & Programmatic Display (SET UP \$499)
Month 1: \$1000 SEM
Month 2: \$900 Display, \$4500 SEM
Month 3: \$900 Display, \$4500 SEM

Campaign Run & Billing:

90 Day Minimum – 30 Day Cancellation Required Payments are due at the end of the month (Net 30). This initial engagement will be 90 days with the option to extend monthly beyond the initial engagement. 30 Day Notice to cancel is required. GreenBanana will bill a management fee of 25% of monthly budget and \$6 CPM (1000 impressions) for programmatic display ads that run outside of the Google DSP.

Initials_____



EXHIBIT A

I. Confidentiality

- A. For the purposes of this Agreement, "Confidential Information" means any of the GREEN BANANA SEO's trade and business secrets and any technical or business materials that are treated by GREEN BANANA SEO as proprietary or confidential, furnished or made accessible to the CLIENT by GREEN BANANA SEO including, but not limited to, rank check processes and systems, pay per performance models, SEO processes, know-how, techniques, devices, ideas, research, systems, formulae, designs, materials, improvements, developments, costs, profits, marketing strategies and plans, pricing models, specialized methods of doing business, product specification sheets, new product development, inventions, improvements, strategies, diagnostic techniques and internal reporting methods; GREEN BANANA SEO's software programs, including source code, object code, the functional features and limitations of GREEN BANANA SEO's software; and all other information designated by GREEN BANANA SEO as "confidential," whether or not marked or labeled "confidential", which is or has been disclosed to the CLIENT or of which the CLIENT became aware as a consequence of or through its relationship with GREEN BANANA SEO and is not generally known to GREEN BANANA SEO's competitors or the general public. The term "Confidential Information" applies to information however embodied, whether in writing, oral, electronic, or machine-readable form. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by GSSEO or an Affiliate (except where such public disclosure has been made by the CLIENT without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means without breach of any obligations of confidentiality owed to GREEN BANANA SEO or any of its Affiliates.
- B. CLIENT agrees that during the term of this Agreement and thereafter, it will not directly or indirectly disclose or furnish to any other person, firm or corporation the Confidential Information or use it in any way, except as expressly allowed under this Agreement, or as required by law (in which event CLIENT shall give prior written notice to GREEN BANANA SEO and shall cooperate with GREEN BANANA SEO's and GREEN BANANA SEO's counsel in complying with such legal requirements). CLIENT further agrees, upon termination or expiration of this Agreement, or whenever the GREEN BANANA SEO so requests to promptly to deliver to the GREEN BANANA SEO all Confidential Information and to refrain from making, retaining, or distributing copies thereof. CLIENT agrees and acknowledges that Confidential Information is the property of the Company and CLIENT has no right or interest in such Confidential Information.
- C. CLIENT acknowledges that the Solutions and their structure, organization and source code are valuable trade secrets of GREEN BANANA SEO. Accordingly, CLIENT will not: (i) reverse engineer, disassemble, or decompile any Solution in whole or in part, or otherwise attempt to reconstruct or discover any source code or algorithms embodied in the Solutions by any means whatsoever; (ii) modify, alter, translate, adapt or create derivative works of the Solutions or, except as expressly provided in this Agreement; (iii) distribute, sell, sublicense, lend, rent, lease, delegate, assign or otherwise transfer the Solutions or GREEN BANANA SEO's licensed rights thereto to any third party, except as expressly provided in this Agreement; or (iv) otherwise use or copy the Solutions or Documentation except as expressly allowed under this Agreement.

II. Miscellaneous



- A. Further Assurances. Each Party will take such steps, do such acts, and execute and deliver such other documents and provide such further assurances as a Party may reasonably require in connection with this Agreement and in particular in order to give effect to its provisions or to give recognition to the same.
- B. No Waiver. No failure by the Parties hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- C. Severability. The covenants of this Agreement are intended to be separable, and the expressions used therein are intended to refer to divisible entities. Accordingly, the invalidity of all or any part of any paragraph or sentence of this Agreement shall not render invalid the remainder of this Agreement or of such paragraph or sentence. If, in any judicial proceeding, any provision of this Agreement is found to be so broad as to be unenforceable, it is hereby agreed that such provision shall be interpreted to be only so broad as to be enforceable.
- D. Governing Law and Venue. This Agreement shall be deemed to have been made in Massachusetts and shall be governed by and construed in accordance with the substantive law of Massachusetts, without giving effect to any choice of law or conflict of law provision or rule (whether of Massachusetts or any other jurisdiction). The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement shall be litigated solely and exclusively in the state or federal courts located in the Counties of Essex or Suffolk, Massachusetts, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.
- E. Entire Agreement; Amendments; Counterparts. This Agreement, along with any subsequent SOWs, constitutes the entire understanding of the parties with respect to its subject matter, supersedes any prior communication or understanding with respect thereto, and no modification or waiver of any provisions hereof shall be valid unless made in writing and signed by the CLIENT and a duly authorized officer of GREEN BANANA SEO. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



SIGNATURES

THE FOLLOWING PERSON HAS BEEN DESIGNATED BY THE CLIENT AS HAS HAVING THE AUTHORITY AND ABILITY TO MAKE DECISIONS FOR THE CLIENT UNDER THIS AGREEMENT AND PROVIDE APPROVAL AS NEEDED.

Contact Person /Decision Maker

Name: _____

Title: _____

I have read and approved the Proposal and the Agreement and agree to be bound by its terms. I understand that the Initial Set-up Fee accompanying this Agreement is non-refundable once work begins.

CLIENT

SIGNATURE: _____ Date: _____

Name: _____

GREENBANANA

SIGNATURE: _____ Date: _____

Name: _____