

SPRKD MEDIA — Service Agreement

Version 1.1 (draft) · Sprkd Media

1. Parties

This Service Agreement ("Agreement") is entered into by and between Sprkd Media ("Company") and the undersigned client ("Client"), collectively referred to as the "Parties."

2. Term

The initial term of this Agreement is three (3) months ("Initial Term"), beginning on the date of the initial onboarding call, mutually agreed upon after receipt of payment. The Agreement may be extended by mutual written consent.

3. Scope of Services & Deliverables

Company will deliver one primary acquisition funnel best suited to Client's business objectives. Funnel types include: Booked Call Funnel or Webinar Funnel. The specific type will be determined collaboratively during onboarding. Additional funnels beyond the primary funnel require separate pricing.

A. Done-For-You Funnel Buildout

Company will design, build, and deploy the selected acquisition funnel. Deliverables include:

- Funnel strategy & architecture
- Offer positioning & messaging
- Page layout & conversion mapping
- Full copywriting & design
- Landing page(s) and thank-you / confirmation page(s)
- Booking & scheduling flow (if applicable)
- Tracking, attribution, and conversion events
- VSL scripting and VSL editing (if applicable)

B. CRM & Automation Infrastructure

Company will build and configure acquisition-related backend systems, including:

- CRM pipelines and lead routing
- Tagging, segmentation, and list management
- Integration with calendars, email, and SMS systems

C. Email & SMS Automations (DFY)

Company will build and deploy:

- Lead nurture sequences
- Show-up / appointment reminders

- Sales follow-up sequences
- Pipeline reactivation flows
- Long-term nurture campaigns

D. Paid Ads Setup & Management

Company will provide:

- Paid advertising setup and creative creation (Meta & LinkedIn)
- Tracking / pixel configuration
- Creative direction and guidance
- Ongoing ad management, optimization, and scaling for the duration of the Initial Term

Client is solely responsible for all advertising spend. Client must provide access to their own Meta Business Manager and ad accounts. Company does not grant access to Company-owned ad accounts.

E. Ongoing Support & Strategy

- Bi-weekly strategy & optimization calls
- Private Slack access (Monday-Friday, business hours)
- Onboarding & acquisition roadmap call

4. Launch Commitment

Company commits to delivering the core acquisition system (funnel, CRM, and ads) within fourteen (14) days of the onboarding call, provided Client has fulfilled all Client Responsibilities outlined in Section 6.

5. Compensation

Client shall pay a one-time fee of \$7,500 due upon execution of this Agreement. This payment is required to commence work and to schedule the initial onboarding call.

This payment is non-refundable in whole or in part, including upon termination by either Party for any reason. It represents full compensation for all services described in Section 3 for the duration of the Initial Term. There is no performance-based, revenue-share, or back-end payment owed under this Agreement.

Services beyond the scope described in Section 3, including additional funnels, require separate written agreement and separate pricing. Advertising spend is not included in this fee and is paid directly by Client to the applicable ad platforms.

6. Client Responsibilities

Client agrees to:

- Provide timely access to all necessary accounts, platforms, and assets
- Respond to Company communications within two (2) business days
- Maintain a minimum advertising spend of \$50 per day throughout the engagement
- Attend scheduled strategy and onboarding calls

- Provide honest and complete information regarding business operations, offers, and target audience

Delays caused by Client's failure to fulfill these responsibilities may extend project timelines proportionally. If Client pauses or stops advertising spend for more than fourteen (14) consecutive days during the engagement period, Company's obligations under this Agreement are suspended until advertising resumes.

7. Intellectual Property

Upon receipt of payment, Client shall own all deliverables created under this Agreement, including funnels, copy, creative assets, automations, and CRM configurations ("Work Product"). Company retains the right to use anonymized versions of the Work Product for portfolio, case study, and marketing purposes. Company also retains ownership of any proprietary frameworks, templates, or methodologies used in the creation of the Work Product.

8. Confidentiality

Both Parties agree to keep confidential all proprietary information, business strategies, financial details, and trade secrets disclosed during the term of this Agreement. This obligation survives termination indefinitely.

9. Non-Circumvention

Client agrees not to directly engage, hire, or contract with any contractor, freelancer, or vendor introduced by Company during the term of this Agreement, unless Company provides prior written consent. This obligation expires upon termination or expiration of the Agreement.

10. Limitation of Liability

Company's total liability under this Agreement shall not exceed the total fees paid by Client. Company is not liable for any indirect, incidental, consequential, or special damages, including lost profits or revenue, arising out of or in connection with this Agreement.

11. Termination

Either Party may terminate this Agreement with thirty (30) days' written notice. All payments made prior to termination shall be retained by Company, and no refund or proration is owed.

Company may terminate immediately if Client fails to make a required payment within fourteen (14) days of its due date, or if Client fails to maintain advertising spend as required under Section 6 for more than thirty (30) consecutive days.

The obligations set forth in Section 7 (Intellectual Property), Section 8 (Confidentiality), and Section 10 (Limitation of Liability) survive expiration or termination of this Agreement.

12. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through good-faith negotiation. If unresolved within thirty (30) days, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The prevailing Party shall be entitled to recover reasonable attorney's fees.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements. Any modifications must be agreed to in writing by both Parties.

Signatures

This Agreement is executed when Client signs below. Company has offered these terms by issuing this Agreement and accepts them as of Client's signature; no countersignature by Company is required. Work begins on receipt of the payment described in Section 5.

CLIENT

Company:

Signature:

Printed Name:

Date: