



OPTIMA WORLDWIDE LIMITED – OPTIMA AUTOMOTIVE AGREEMENT DETAILS SOCIAL MEDIA MANAGEMENT

Remuneration

CLIENT shall pay OPTIMA fees as determined and agreed to on the *Optima Automotive Services Agreement*. CLIENT agrees to pay their monthly fees via a credit/debit card subscription. OPTIMA shall send a PayPal link to CLIENT to set up these reoccurring payments

Intellectual Property and Copyright

The CLIENT authorizes OPTIMA's use of all client logos, trademarks, web site images, etc., for use in creating and using web resources including, but not limited to, web pages, directory listings and social media accounts; and any other uses as deemed necessary by OPTIMA, and agreed to by the CLIENT, for search engine marketing, social media management and optimization.

The CLIENT warrants that it is legally entitled to use, and saves OPTIMA harmless regarding, all materials provided to OPTIMA by the CLIENT during the course of this agreement.

Indemnification

CLIENT shall indemnify and save harmless OPTIMA and OPTIMA 's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the CLIENT in this agreement.

OPTIMA shall indemnify and save harmless CLIENT and CLIENT 's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the OPTIMA in this agreement.

The CLIENT acknowledges that OPTIMA is a specialist and does not profess expertise in the CLIENTs area of business. The CLIENT is responsible for, and holds OPTIMA blameless for, the content, trademarks and other aspects of the website that are related to the CLIENT's business, industry, and competitors.

Access

CLIENT shall provide any and all access to their current and social media accounts (if applicable) within 7 days of the signing of this agreement.

General

OPTIMA and CLIENT are and shall be independent contractors and OPTIMA is not and shall not be the agent or legal representative of CLIENT for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied on behalf of or in the name of the other Party or to bind the other Party in any manner whatsoever.



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No covenant or condition of this Agreement may be waived except by the written consent of the waiving Party, and forbearance or indulgence by the waiving Party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other Party and until complete performance by the other Party of the covenant or condition, the waiving Party shall be entitled to invoke any remedy available under this Agreement or at law, despite the forbearance or indulgence.

If any part of this Agreement is found to be invalid by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and shall not affect the validity of the remainder, which remainder shall remain in full force. Such severance shall have effect only in the geographic area within which such court has jurisdiction.

Any notice delivered by mail shall be deemed given when received. The date of receipt of any notice by facsimile shall be the date upon which the transmitter of the facsimile receives confirmation of the facsimile transmission.

This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, between the Parties. There are no warranties, representations or other agreements between the Parties in connection with its subject matter except as specifically set forth in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto. This Agreement is binding on all successors, permitted assigns, heirs, executors and administrators of the Parties hereto.

Term

For social media management, this agreement shall automatically renew on the first of each month unless either party informs the other that it wishes to terminate the Agreement. Such notification must be given at least thirty (30) days prior to the expiration of the active term. Such renewals shall be on the terms and conditions agreed upon by both parties as set forth in this Agreement. Other provisions of this agreement, with regard to other services provided as well as intellectual property, copyrights, indemnification and the General provisions herein shall survive the expiration or termination of all or part of this Agreement and shall remain in full force and effect.

SMM SERVICES TO BE PROVIDED BY OPTIMA UNDER THIS AGREEMENT

INITIAL SMM SET UP-

Social Media Account Setup and/or Configuration- Google+, Facebook and Twitter

Social media accounts will be set up, or if set up already, optimize these for Client as follows- 1 Facebook page and 1 Twitter page for the company, and a Google+ or Google my business page. Templated flyers will be provided to the client that can be personalized and given out to their customers upon delivery of products and services. QR codes will also be generated and provided to the client for use in promotional pieces.



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ONGOING MONTHLY SERVICES-



Optima will make at least 4 weekly posts on the client's Facebook site with items of general interest including current topical events, driving tips, car care tips, fun facts, seasonal information, etc. This will be integrated into the client's Twitter feed as long as the two entities communicate effectively with one another. Optima cannot be held responsible for lack of cooperation between Facebook and Twitter. Optima reserves the right, at its discretion, to repost some of these posts as they apply to seasonal items or for other reasons. However, the vast majority of posts will be unique and fresh content. Optima will also boost posts or promote the page twice each month for client.

Optima will also encourage the Client to submit their own specials, promotions and news stories to their Facebook page. On a regular basis, Optima will monitor communications on the Client's Facebook page and alert the Client when communication from the Client is suggested.



Optima will make approximately 2 tweets or reposted tweets per day on the client's Twitter account. Optima reserves the right, at its discretion, to repost some of these tweets as they apply to seasonal items or for other reasons. However, the vast majority of tweets will be fresh content.

Optima will also encourage the Client to submit specials, promotions and news stories to their own Twitter account.



Optima will make posts at least 1 time per month on Client's Google+ site with items of general interest including current, topical events, driving tips, car care tips, fun facts, seasonal information, etc. These posts will be unique to each of these accounts due to the punitive nature of doing otherwise in the eyes of Google.

Optima will encourage Client to submit their own specials, promotions and news stories to their Google+ pages, or to send them to Optima for inclusion. On a regular basis, Optima will monitor communications on the client's Google+ page and alert Client when communications from the Client is suggested.