

## Optimization Agreement by and Between Logic Republic and Client

This Agreement is entered by and between Logic Republic (“SEO”) and Client (“Name specified in payment Authorization”) (collectively the “Parties”).

Client desires to engage SEO for the following purpose: To design and implement a program to optimize Client’s websites (URL specified in Payment Authorization) on search engines lists.

To carry out this purpose, the Parties hereby agree as follows:

### I. CLIENT’S OBLIGATIONS:

**A. Support to be Performed by Client:** Client agrees to provide support as requested by SEO. This support includes, but is not limited to, constructing web pages containing code to aid in search engine optimization as defined by SEO uploading files, testing and approving changes provided by SEO and providing reasonable notification to SEO of any changes to the website pages initiated by Client. If programming of dynamic pages is required to integrate SEO changes, all changes will be performed by Client staff unless otherwise specified. Client shall provide any requested pages upon SEO’s verbal or written request within five (5) business days. Furthermore, Client shall upload any and all optimized pages provided by SEO to Client within three (3) business days. The uploaded pages provided by Client must be identical to the code provided by SEO to Client.

**B. Compliance with Law:** Client acknowledges that SEO exercises no control over the content of information passing through Client’s websites and that it is the sole responsibility of Client to ensure that the information it transmits and receives complies with all applicable laws and regulations.

### II. SEO SERVICES:

**A. Keyword Analysis Research & Report:** SEO shall conduct research to determine which keywords and keyword phrases are appropriate to target in the optimization process. By collaborating with Client, SEO will assist Client in the selection of keywords and keyword phrases that search engine users are most likely to search for while utilizing search engines.

**B. Benchmark Search Engine Position Report:** SEO will run a detailed website ranking report of the Client’s selected keywords to determine the initial rankings of all of Client’s selected keyword phrases on the top 3 search engines prior to optimization.

**C. Optimization:** SEO will “optimize” client website, using SEO’s proprietary optimization methodology. Optimization includes:

- Optimization strategy assessment and website structure consulting
- Assessment of website’s spiderability
- Title Tags
- META tags
- Robots tags
- Externalizing scripts if necessary
- Content analysis – keyword density analysis
- Image Optimization (if necessary)
- General code cleanup
- Create Site Map (if necessary)
- Create Link Pages
- Manual link requests
- Getting one way links

SEO has no direct control over final positioning results. SEO hopes to achieve good placement but search engines can and do the following things:

- Drop URLs without notice
- Index some pages of a site but not others
- Not accept new sites or not index new sites for months on end
- Index press releases, partner sites, news articles, investor sites and other sites that talk about your company ahead of your own site
- Ignore requests for updates
- Change the criteria for results and positioning at any time.

**D. Manual Search Engine Submissions:** After optimization is completed, SEO shall submit Client's site to the search engines that accept individual page submissions.

- Client shall pay the inclusion fees to Yahoo directory (except when inclusion is already active) or other Paid inclusions like Yahoo Sitematch program. Paid inclusions are optional.
- In addition to paid inclusions, SEO shall manually submit Client's site to the following free submission engines: Yahoo, Google, DMOZ, Lycos, Jayde, and MSN. Free submissions do not guarantee inclusions or search engine rankings.

*Free submissions do not guarantee inclusion and may not be available in the future. Additional paid inclusions may be available in the future. However, these fees are outside the scope of this agreement.*

**E. Verification:** SEO shall verify that each search engine has received the submissions and shall confirm the placement to ensure that pages are listed.

**F. Account Maintenance & Reporting:** SEO shall monitor Client's rankings and shall provide updated ranking reports once per month. Because rankings can and do drop over time, SEO shall update optimized pages when necessary.

**G. Link Popularity:** SEO shall complete a reciprocal and one way linking campaign to client site by the expiration of this Agreement. The majority of the links will be from sites that have a Google Page Rank of 3 or higher; however, up to ten percent (10%) may be on lower Page Rank sites that SEO believes will be increasing to a higher Page Rank in the near future. **SEO does not guarantee that all links will reciprocate past the date of completion of the link campaign.**

**III. CONSIDERATION:**

A. The Parties hereby agree that the total consideration under this Agreement to be paid by Client to SEO is fixed and earned as of the date of execution of this Agreement. Please circle/highlight the Service you are interested in :

SEO Services				
Select One	Service name	No of Keywords	Initial SEO (six months)	Payment in two installments of :
<input type="checkbox"/>	Organic Silver	15	£299.99	£899.97 GBP before beginning work and £899.99 GBP at the beginning of fourth month.
<input type="checkbox"/>	Organic Gold	25	£399.99	£1199.97 GBP before beginning work and £1199.97 GBP at the beginning of fourth month.
<input type="checkbox"/>	Organic Platinum	50	£699.99	£1799.97 GBP before beginning work and £1799.97 GBP at the beginning of fourth month.
<input type="checkbox"/>	Organic Diamond	80	£999.99	£2099.97 GBP before beginning work and £2099.97 GBP at the beginning of fourth month.
<input type="checkbox"/>	Organic Flexible	80+	80+ KWs at £8.99 each	3 Months payment before beginning work and equal Amount at the beginning of fourth month.

PPC Services				
Select One	Service Name	No Of Keywords	Contract Duration	Payment
<input type="checkbox"/>	PPC Services	Up to 1000	12 months	Monthly commission of £100/month where client PPC spend is less than £1000/month and 10%/month where client PPC spend exceeds £1000/month

**Description of Services**

**Initial Search Engine Optimization (first 6 months)**

- A **Keyword Analysis**  
In depth Keyword Research  
Initial SEO Report
- B **Content Optimization**  
Professionally written SEO content pages  
Optimized Content with correct Keyword Density  
Strong Call to action to increase sales/ Leads
- C **HTML Optimization**  
Title, Meta Keyword, Meta Description, <hx> etc tags.
- D **Search Engine Submissions/ Registrations**  
Search Engine Submissions to major Engines and directories such as Google, Yahoo, MSN etc
- E **Link Development Program**  
Getting one way links to increase website PageRank  
Researching other related websites to ask for links  
Getting links from websites that meet our linking Criteria.
- F **Website Analysis / ROI Tracking**  
Raw log file analysis
- G **Work Reports**  
Formal monthly reports
- H **Weekly Search Engine News Updates.**

**Post Optimization Monthly Continuation Charges (6 months maintenance)**

- Ongoing Position Maintenance
- Index Monitoring
- Link Popularity Maintenance
- Log File Analysis

- B. Failure of Client to pay any amount due within Seven (7) days of the due date shall result in the termination of this Agreement and render the remaining consideration immediately due and payable.

**IV. CONFIDENTIALITY:**

- A. Confidential Information Defined: Each Party acknowledges that it will have access to certain confidential information of the other Party concerning the other Party's business, plans, customers, technology and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to: descriptions, business plans, software, internet designs, test data, other data, reports, recommendations, marketing plans, advertising material, customer lists, business records, projections, products, product information, financial information, other plans or proposals, proprietary information and any other information

disseminated by one Party to the other to further the purpose of this Agreement and the performance thereof.

- B. Non-confidential Information. Information is not confidential if it is generally known or available to the public, it is known to one party before the other party discloses it, it was independently received by a Party from third party or it was developed independently of the other party.
- C. Obligation of Nondisclosure. The Parties promise and hereby agree:
  - 1. To hold Confidential Information in strict confidence;
  - 2. To use Confidential Information only for purposes of carrying out this Agreement;
  - 3. To only disclose the Confidential Information to those Party's officers, employees and agents as are necessary to carry out the purpose of this Agreement; and
  - 4. Not to disclose Confidential Information to third parties without the other party's prior written approval.

The Parties hereby agree that these obligations shall remain in full force and effect during the term of the Agreement and for three years following termination of this Agreement.

#### **V. WARRANTIES:**

- A. SEO represents and warrants that it has the full power and authority to enter into this Agreement. The goods and services furnished under this Agreement are provided "as is," without any express or implied warranties including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. *SEO SPECIFICALLY DOES NOT PREDICT NOR GUARANTEE ANY PARTICULAR RANKINGS WITHIN SEARCH ENGINE LISTINGS.*
- B. Client represents and warrants that it has the full power and authority to enter into this Agreement. Client further represents and warrants that it will only provide to SEO copyrighted or trademarked material including trademarked brand names, trademarked logos and/or trademarked copyrighted phrases it has the legal authority to use. Client further represents and warrants that Client's services, products, materials, data, and information used by Client and by its customers and users in connection with this Agreement do not, as of the date of this Agreement, and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation.

#### **VI. LIMITATION OF SEO'S LIABILITY:**

IN NO EVENT SHALL SEO BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OF CLIENT'S BUSINESS, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, SUFFERED BY THE CLIENT, WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY AND/OR DAMAGES. SEO'S MAXIMUM AGGREGATE LIABILITY TO CLIENT RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO SEO HEREUNDER.

#### **VII. PARTIES' INDEMNITY OBLIGATIONS:**

- A. Client shall indemnify SEO against all claims, liabilities and costs, including reasonable attorneys' fees, and defend any third party claim or suit against SEO arising out of Client acts. SEO shall promptly notify Client in writing of such claim or suit and Client shall have the right to fully control the defense and any settlement of the claim or suit.
- B. SEO shall indemnify Client against all claims, liabilities and costs, including reasonable attorneys' fees, and defend any third party claim or suit against Client arising out of SEO's acts. Client shall promptly notify SEO in writing of such claim or suit and SEO shall have the right to fully control the defense and any settlement of the claim or suit.

#### VIII. EXCUSED DELAYS IN PERFORMANCE:

Neither party shall be liable for, any delay of performance, due to causes beyond its reasonable control. This includes but is not limited to: acts of God, delays associated with adjustments needed to comply with search engine algorithm or inclusion guidelines, the arrival of new competitor sites, or the significant modification of web pages by Client thus excluding these failures to perform from being considered a significant material breach of this contract. The time for completing the performance that has been delayed shall be extended by a period equal to the delay so caused.

#### VIII. MODIFICATIONS:

This Agreement may be amended at any time but any amendment must be in writing and signed by both Parties.

#### IX. SEVERABILITY:

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

#### XI. GOVERNING LAW; DISPUTE RESOLUTION:

This agreement shall be construed and enforced in accordance with the laws of the United Kingdom court without regard to the choice of law principles thereof.

#### XII. GENERAL PROVISIONS:

- A. Sole agreement: This is the entire Agreement between SEO and Client.
- B. Either party may change its address appearing in this Agreement by giving written notice of the change to the other party.
- C. Independent Contractors: The Parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of the other party. This Agreement does not create any agency, association, partnership, joint venture, sales representation or employment relationship of any kind.
- D. Notices. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by either certified mail, return receipt requested, facsimile or hand delivery to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by notice to the other party:

If to SEO:

**Logic Republic**  
Global House  
1 Ashley Avenue  
Epsom KT 18 5AD  
Fax: +44 (0) 845 226 7676

All notices shall be effective (i) when delivered personally, (ii) three (3) days after deposit in mail in accordance with the terms of this Section, (iii) the business day when delivered by a nationally recognized courier (e.g.

Federal Express), or (iv) the business day on which facsimile transmittal is complete before 5:00 p.m., provided transmission is followed by notice under one of "(i)" through "(iii)" above.

- E. Assignment. Client may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of SEO, except that Client may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent shall be void. SEO may assign this Agreement in whole or part. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.

**XIV. TERM AND TERMINATION:**

**A. Term.** The term of this Agreement shall commence as of the later of the two dates set forth below and shall expire twelve (12) months after this Agreement is executed. Client has an option of leaving services after 180 days by providing a 15 days advance notice.

**B. Termination for Cause.** Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within 30 days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five days of the due date. .

AGREED AND ACCEPTED (By signing here, both parties acknowledge that they are authorized signatories)

Client:	Logic Republic
Date: _____	Date: _____
Name: _____	Name _____
Company: _____	Signature: _____
Signature: _____	Position: _____
Position: _____	

**PAYMENT AUTHORIZATION:**

**Payment Information for Client :**

**1) Payment By Credit Card:**

The following credit card is authorized for all payments due under Agreement.

Credit Card (Circle One)	Mastercard	Visa	American Express
Card Number			
Name of Card Holder			
Expiration Date			
Card Security Code			
Issuing Bank			
Billing Address to Card			

**Signature of Card Holder:** \_\_\_\_\_

**2) Payment by Bank Transfer:**

**Payable to: Logic Republic**  
**Bank Name: HSBC**  
**Account No: 11578804**  
**Sort Code: 402024**

**The purpose of remittance is to pay for SEO Service.**

Please complete all of the requested information below

<b>Company Name:</b>	
<b>Address:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Authorized Signature:</b>	
<b>Title/Position:</b>	
<b>Website</b>	

Please complete payment information and fax back along with signed agreement above to:

**Fax:** +44 (0) 870 762 1742  
 Ricky Pitcher,  
 Marketing manager,  
 Logic Republic,  
 +44 (0) 845 226 7676  
[office@logicrepublic.com](mailto:office@logicrepublic.com)