

## SEARCH ENGINE MARKETING AGREEMENT

### ORDER FORM

|                    |                              |
|--------------------|------------------------------|
| Initial Budget £   | Period Covered: <sup>1</sup> |
| Commencement Date: |                              |
| Initial Fee        | £                            |
| Monthly Fee        | £                            |
| Website            | <b>www.</b>                  |

This order form is subject to the Terms and Conditions set out below

**THIS AGREEMENT** made the            day of            2010.

#### **BETWEEN:**

- A. [            ] having its registered office at [            ] (hereinafter called "SEOP")
- B. [            ], having its principal place of business at  
[            ] (hereinafter called the "Client")

#### **RECITALS:**

- A. WHEREAS SEOP offers internet marketing and website optimisation services (hereinafter referred to as "the Services").
- B. WHEREAS SEOP can provide the Services and Client wishes to receive the benefit of the Services on the terms and conditions set out herein.

#### **IT IS HEREBY AGREED:**

##### **1. Definitions and Interpretations**

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1. "**Additional Services**" shall mean any service provided by SEOP other than the Services including, but not limited to: domain registration, website hosting, graphics design, email campaigns, and newsletters.
- 1.2. "**Budget**" shall mean the sum agreed between the Parties in writing from time to time which SEOP is authorised to spend over a specified period in terms of PFI, PPC and such other SEO techniques that it considers appropriate in providing the Services. <sup>2</sup>The initial Budget is set out in the Order Form.
- 1.3. "**Commencement Date**" shall mean the date indicated in the Order Form.

<sup>1</sup> Insert period which may be the Initial Period

<sup>2</sup> You could also include this in the Order Form assuming it will be known at the outset

- 1.4. **“Directory”** shall mean a website that contains pages of outgoing hypertext links that are organized into categories.
- 1.5. **“Fees”** shall mean the initial set-up fee set out in the Order Form payable on the date hereof and the monthly fee set out in the Order Form payable at one monthly intervals thereafter.
- 1.6. **“Initial Period”** shall mean a period of 12 months from the Commencement Date.
- 1.7. **“Keyword(s)”** shall mean word(s) entered by the searcher into a search engine.
- 1.8. **“Order Form”** shall mean the order form set out above.
- 1.9. **“Party”** and **“Parties”** shall mean a party and the parties to this Agreement, respectively.
- 1.10. **“PFI”** (Pay for Inclusion) shall mean the practice by some search engines and Directories requiring a payment of a fee before the inclusion of a website into said search engines and Directories database and results will be allowed. Some PFI fees do not guarantee inclusion, only consideration for inclusion, and are non-refundable.
- 1.11. **“PPC (Pay Per Click)”** shall mean a system in which one purchases textual advertisements to be placed on the search engine or Directory results page based upon a list of Keywords and/or phrases chosen by the advertiser and in response to a search term. The details on how and where the advertisement appears on the results page may vary and include bid amounts, click through rates (CTR), relevance and other factors. The key denominator is that the advertiser only pays when a user clicks on the search engine listing.
- 1.12. **“Renewal Period”** shall mean a period of 12 months starting from the expiry of the Initial Period or any previous Renewal Period.
- 1.13. **“Search Engine Optimisation”** shall mean the process of making changes to the code, design and/or content of one or more website pages for the purposes of ranking more favourably in one or more internet search engines.
- 1.14. **“Services”** shall mean the internet and website optimisation services set out in more detail in Clause 2.1.
- 1.15. **“Trademarks”** shall mean all Client’s proprietary names that are promoted by SEOP as part of the Services.
- 1.16. **“Website”** shall mean the website set out in the Order Form.
- 1.17. **“Working Day”** shall mean Monday to Friday inclusive but excluding UK public and bank holidays.

## **2. *Services and Payment***

## **3. *Intellectual Property Rights and Indemnification***

## **4. *Client Obligations***

## **5. *Term and Termination***

## **6. *Warranties and Limitation of Liability***

## **7. *Personnel***