

WEBSITE SEARCH ENGINE OPTIMISATION AGREEMENT

made on: [] in Weybridge between **Freshpromotion**, having its operational offices at: 13-15 High Street, Weybridge, KT13 8AX Surrey.

represented by: [] hereinafter referred to as the **Contractor**, and:
[]

represented by: [] hereinafter referred to as the **Client**.

It is understood between the Parties hereto as follows::

§1.

1. By signing this Agreement, the Client engages the Contractor to carry out measures to optimise the Client's website for the search engines listed in clause 3 of this paragraph, which is accessible by the domain name:

[] (and any other domain names from which this site is accessible), according to the selected keywords or phrases as indicated in clause 2 of this paragraph.

2. The following keywords and phrases have been selected:

1)	4)	7)	10)
2)	5)	8)	11)
3)	6)	9)	12)

3. The selected search engines include: 1) **www.google.com** 2) **www.msn.com** 3) **www.yahoo.com**

§2.

1. In consideration of the services described in §1 hereof, the Client shall pay the Contractor a monthly consideration according to the ranking of the Client's site in the search engine for the selected keywords or phrases. The search engine ranking of each keyword or phrase shall be determined pursuant to §3 clause 2 hereof.
2. The Contractor's rates for each single keyword or phrase are specified in the table below:

Search engine:	Net monthly price according to the search engine ranking of the Client's site for a specific keyword or phrase (excluding sponsored links/boxes and advertising banners)			
	Position 1:	Positions 2-5:	Positions 6-10:	Positions 11-20:
1) www.google.com				
2) www.msn.com				
3) www.yahoo.com				

3. At the conclusion of each month's ranking according to the above, the Contractor shall provide the Client with a VAT invoice, payable within seven days, for the amount specified in the report described in §3 hereof.

§3.

1. The Contractor undertakes to send monthly SEO reports to the Client's designated mailbox address [] using the template attached hereto as Schedule 1.

2. The reports described in clause 1 of this paragraph (as defined in Schedule 1 hereto) shall be compiled from four (4) weekly reports. The best and the worst ranking (extreme rankings) of each keyword or phrase shall be rejected, and the arithmetical mean of the two (2) remaining shall be calculated. If the arithmetic mean occurs on the threshold of the price band specified in the table in §2 clause 2 hereof, the ranking shall be assigned to a lower price band to the Client's advantage.

§4.

1. The Contractor, in accordance with proper performance under this agreement, reserves the right to amend the code of the Client's site at any time in order to optimise it for search engine access.
2. The Contractor shall use any available methods to improve the rankings of the Client's site in selected search engines.
3. The Contractor undertakes to leave the graphics and text content of the Client's site unchanged when making any amendments thereto as described in clauses 1 and 2 of this paragraph unless such changes have been agreed upon with and approved by the Client.
4. Furthermore, the Contractor undertakes that amendments so applied will not affect the quality and proper operation of the Client's site.

§5.

The Client undertakes to provide the Contractor with all information necessary to perform the provisions hereof, and the Contractor undertakes that all information such as may be received hereunder shall be kept confidential and not used for any purpose other than that for which it is intended.

§6.

1. This Agreement is made for the specific period from: [] to: []
2. Unless the Agreement is terminated at least one month prior to the expiry hereof, it shall be renewed for a further specific period, during which it may be terminated by three month's prior notice with effect from the end of the month in which such notice is served.

§7.

Any amendments hereto shall be in writing, otherwise they shall remain null and void.

§8.

Any disputes whatsoever arising herefrom shall be settled by English Courts with jurisdiction over the city of London.

§9.

Relevant provisions of the Civil Code shall apply to any matter whatsoever not provided for herein.

§10.

This Agreement shall become effective upon signing by both the Parties hereof and hereto. Should the Agreement be despatched by mail, it shall come into force not earlier than on the date on which a signed and stamped copy is received at the Contractor's address.

§11.

The Agreement is executed in two counterparts, one for each of the Parties hereto.

CONTRACTOR:	
[] Company stamp	[] Authorised signature

CLIENT:	
[] Company stamp	[] Authorised signature