**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this “Agreement”), effective as of <DATE>(“Effective Date”), is by and between**<Client’s Company Name>.**, an <State/Province> corporation with principal offices at <Client’s Business Address>(“Client’s Business Name”), and <Your Business Name>a Philippine company with principal offices at <Yout Business Address>(“Service Provider”).

**WITNESSETH:**

**WHEREAS,** Service Provider is engaged in the business of providing certain search engine optimizationservices; and

**WHEREAS**, Service Provider desires to provide to <Client’s Business Name>, and <Client’s Business Name> desires to receive from Service Provider, the Services (as defined below).

**NOW**, **THEREFORE**, in consideration of the mutual covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

# **SERVICES.** During the Term(as defined herein),Service Provider shall provide to <Client’s Business Name>the services (collectively, the “Services”) described in Exhibit A attached hereto.

# **TERM AND TERMINATION; SURVIVAL.**

## Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect on a month-to-month basis subject to <Client’s Business Name>’s right to terminate this Agreement under Section 2(b) the (“Term”).

## Termination.<Client’s Business Name> may terminate this Agreement at any time and for any reason by providing Service Provider with five(5)days’ prior written notice thereof.

## Termination for Material Breach. <Client’s Business Name> may terminate this Agreement immediately if Service Provider is in material breach of this Agreement.

## Effective Date of Termination. Any termination of this Agreement shall be effective on the date set forth in the related notice.

## Termination Rights. The right to terminate this Agreement and the rights upon termination contained herein are in addition to and not in lieu of any other rights or remedies the parties may possess at law or in equity for money damages or other relief. The termination of this Agreement will not terminate, affect or impair any rights, obligations or liabilities of any party hereto which may accrue prior to such termination or which, under the terms of this Agreement, continue after the termination and, to the extent not otherwise barred by any applicable statute of limitations, either party may bring an action against the other party for a breach of this Agreement which occurred during the Term.

## Survival. The terms and conditions of Sections2(e), 2(f), 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, and such other provisions of this Agreement that survive any termination or expiration of this Agreement by their terms, shall survive the termination or expiration of this Agreement until each such obligation expires in accordance with its respective terms. All other provisions of this Agreement shall remain in full force and effect until the expiration or effective date of termination of this Agreement.

# **SERVICE FEES; EXPENSES**.

## <Client’s Business Name> shall pay Service Provider, within thirty(30) days of receipt of the applicable correct invoice, the fees (collectively, the “Service Fees”) set forth in Exhibit A. Service Provider acknowledges that payment may bemade by <Client’s Business Name> using its corporate purchasing card.

## Expenses. Each party shall pay its own expenses incident to the transactions contemplated hereby unless otherwise set forth herein or agreed to by the parties hereto in writing.

# **INDEMNIFICATION.**

## Indemnification Obligation. Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, its affiliates and its and their respective officers, directors, employees, agents, successors and permitted assigns (the “Indemnified Party”), from and against any out-of-pocket costs, fees, losses, damages, claims and expenses, including reasonable attorneys’ fees, disbursements and court costs, incurred by a party (“Losses”), including but not limited to, injury to or death of persons or damage to property, arising out of, relating to or incurred as a result of: (i) any failure by the Indemnifying Party (or its subcontractors or agents) to perform its obligations under this Agreement; (ii) the breach or inaccuracy of a representation or warranty made by the Indemnifying Party under this Agreement; and/or (iii) the negligence or willful misconduct on the part of the Indemnifying Party(or its subcontractors or agents).

## Settlement of Claims. The Indemnifying Party shall not compromise or settle any Claim (i) unless it assumes the obligation to indemnify for all Losses arising out of or relating thereto, (ii) if such settlement or compromise would grant any non-monetary relief, without the consent of the Indemnified Party, which consent may not be unreasonably withheld or delayed, and (iii) unless there is an unqualified release of the Indemnified Party. For purposes of this Agreement, a “Claim” means any claim that is made or asserted, any suit or action that is commenced, or any state of facts which an officer of either party has actual knowledge which, if not corrected, would give rise to a right of indemnification for an Indemnified Party from an Indemnifying Party hereunder.

# **SERVICE PROVIDER’S PERSONNEL**. Service Provider shall have sole and full responsibility for the actions and omissions (including, but not limited to, any breaches of this Agreement) of any and all personnel employed by Service Provider (or its subcontractors, if any) who are involved in the performance of Services hereunder, and for any and all Losses arising therefrom.

# **COMPANY PROPERTY.** Upon expiration or termination of this Agreement, or upon request by <Client’s Business Name>, Service Provider will return all property of <Client’s Business Name>, including any computer hardware and software, all paper or computer based files, business documents and/or other records as well as all copies thereof, in Service Provider’s possession.

# **INSURANCE.**

## At all times during the Termand for a period of three (3) years thereafter, Service Provider shall,and shall cause its subcontractors and agents to, procure and maintain, at its and their own expense, the following minimum insurance with insurance companies with an A.M. Best Guide Rating of A-VIII or better:

### Workers’ Compensation Insurance in accordance with statutory requirements and Employer’s Liability Insurance with a minimum limit of Five Hundred Thousand Dollars ($500,000) per each occurrence;

### Comprehensive General Liability Insurance, including Premises, Contractual Liability, Products Liability, and Broad Form Property Damage coverage, with a minimum per occurrence limit of One Million Dollars ($1,000,000) and One Million Dollars ($1,000,000) in the aggregate;

### Professional Liability/Errors and Omission Liability coverage, covering acts, errors, omissions and equipment/machine malfunctions arising out of Service Provider operations or services, witha minimum per occurrence limit of One Million Dollars ($1,000,000);

### Commercial Crime insurance of at least One Million Dollars ($1,000,000) for claims based upon and damages arising out of or relating to Service Provider’s and/or its agents’ or employees’ fraudulent or dishonest acts; and

### Umbrella Insurance coveragein an amount not less than OneMillion Dollars ($1,000,000)per occurrence and One Million Dollars ($1,000,000) in the aggregate.

## Service Provider shall include <Client’s Business Name> and its affiliates as additional insureds with respect to the coverages set forth in this Section 6.

## Service Provider shall promptly deliver to <Client’s Business Name>, (i) prior to the Effective Date, (ii) no more than ten (10) days following the renewal of these policies and (iii) at least thirty (30) days prior to the effective date of a material change in insurance coverageunder these policies, certificates of insurance evidencing that the coverage specified herein is in full force and effect.

# **RECORDS**. Service Provider shall keep and maintain appropriate books and records relating to its activities and obligations under this Agreement for a minimum of three (3) years after their creation unless a longer period is required by applicable law, rule or regulation.

# **AUDIT RIGHTS**. Service Provider and its subcontractors shall maintain, during the Term of this Agreement and for a period of at least three (3) years thereafter, complete, detailed, and accurate records (in accordance with standard accounting practices) of all Services invoiced to <Client’s Business Name> under this Agreement. <Client’s Business Name> and/or its authorized representatives reserve the right, upon <Client’s Business Name>’s reasonable request and from time to time during regular business hours, to inspect, audit, and/or copy any records and/or any other documentation pertaining to Service Provider’s provision of Services hereunder.

# **REPRESENTATIONS AND WARRANTIES.**Service Provider hereby represents and warrants to <Client’s Business Name> as follows: (i) Service Provider has all necessary power and authority to enter into this Agreement and to perform all of its obligations under this Agreement; (ii) it shall perform its obligations hereunder in compliance with all applicable federal, state and local laws and regulations and in accordance with the highest industry standards;(iii) Service Provider possesses the requisite expertise, knowledge, and skills necessary to perform the Services in accordance with the terms and conditions of this Agreement; (iv) Service Provider shall not, without <Client’s Business Name>'s prior written consent and without complying with <Client’s Business Name>'s security policies and procedures, access or remove from <Client’s Business Name>'s or any of its affiliates’ premises any Confidential Information (as defined below), computer systems, and/or other property of <Client’s Business Name>, its affiliates, employees, marketing partners, or customers; (v)Service Provider has obtained all licenses and other governmental authorizations and approvals required for its performance under this Agreement; and (vi) Service Provider shall not introduce into <Client’s Business Name>’s or any of its affiliates’ computer systems, databases or software, any virus or any other contaminants that may be used to access, alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit or shut down <Client’s Business Name>’s or any of its affiliates’ computer systems, databases, software or other information or property.

# **INTELLECTUAL PROPERTY; WORK PRODUCT.**

## <Client’s Business Name>’s Proprietary Rights. Service Providershall not make use of name (or any derivative thereof), trade names, copyrights, patents, URLs, logos, trademarks and other marks, photographs, menus, slogan, trade dress and other proprietary descriptions and intellectual property of <Client’s Business Name>, whether registered or unregistered, and all other materials furnished by <Client’s Business Name> in connection with its performance of its obligations hereunder, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, trade name, service mark, patent, trade secret or other similar rights inherent therein or appurtenant thereto (the “<Client’s Business Name> Intellectual Property”), without first obtaining <Client’s Business Name>’s prior written consent.<Client’s Business Name> is and shall remain the sole owner of all right, title and interest in and to the <Client’s Business Name> Intellectual Property.

## Intellectual Property Representations, Warranties and Covenants.

### Service Provider. Service Provider represents and warrants to <Client’s Business Name> that the current or future provision of the Services does not and will not infringe or violate any intellectual property rights of any other person, and Service Provider has not received any charge, complaint, claim, demand or notice alleging any such infringement or violation. Service Provider agrees that it will use <Client’s Business Name> Intellectual Property and the intellectual property of any other individual or entity provided to it by <Client’s Business Name> hereunder solely for the purpose of performing the Services.

### <Client’s Business Name><Client’s Business Name> represents and warrants to Service Provider that <Client’s Business Name> has the right to provide to Service Provider all images and design elements furnished by <Client’s Business Name> to Service Provider for use in performing the Services, and that such images and design elements will not infringe or violate any intellectual property rights of any person.

## Work Product. All documents, videos, reports, analyses, drawings, designs, blueprints, photographs, sketches, works of art, test results, documentation, enhancements, modifications, promotional materials and any other materials prepared by or for <Client’s Business Name> in the course of providing the Services under this Agreement (“Work Product”) shall belong to <Client’s Business Name>, and Service Provider hereby grants to <Client’s Business Name> all right, title and interest in and to any such Work Product.

# **CONFIDENTIALITY.**

## Scope of Confidential Information. In connection with its performance under this Agreement, Service Provider may be supplied with materials and information concerning <Client’s Business Name>and/or its affiliates by or on behalf of <Client’s Business Name>or its affiliates which is non-public, confidential or proprietary in nature (the “Confidential Information”) and which may include, but is not limited to, information about or concerning any employees of <Client’s Business Name> or its affiliates and any information regarding training materials used by <Client’s Business Name> or its affiliates. Confidential Information also includes, but is not limited to: (i) information transmitted in written, oral, magnetic form or any other medium; (ii) all copies and reproductions, in whole or in part, of such information; and (iii) all summaries, analyses, compilations, studies, notes or other records which contain, reflect, or are generated from such information.

## Nondisclosure of Information. Service Provider agrees that the Confidential Information shall be used solely for the purpose of performing its obligations under this Agreement and agrees not to disclose any of the Confidential Information now or hereafter received or obtained by it without <Client’s Business Name>’s prior written consent; provided, however, that Service Provider may disclose any such Confidential Information to its affiliates, representatives, agents, accountants, attorneys and other confidential advisors (collectively, “Advisors”) who need to know the Confidential Information for the purpose of assisting Service Provider in performing its obligations under this Agreement. Service Provider agrees to be responsible for any breach of this Agreement by its Advisors, and Service Provider agrees that its Advisors will be advised by Service Provider of the confidential nature of such information and shall agree to be bound by the provisions of this Section 11.

## Ownership of Information. Service Provider acknowledges and agrees that any Confidential Information, in whatever form, is the sole property of <Client’s Business Name>Service Provider agrees that upon the request of, and as directed by, <Client’s Business Name>, it shall either return such Confidential Information to <Client’s Business Name> or shall destroy such Confidential Information, except as may be necessary for Service Provider to perform its obligations hereunder.

## Compelled Disclosure. If Service Provider or any of its Advisors is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process, or required in a case brought by or against a party) to disclose any of the Confidential Information, Service Provider shall immediately notify <Client’s Business Name> in writing of such requirement so that <Client’s Business Name> may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. Service Provider shall use its commercially reasonable efforts, at <Client’s Business Name>’s expense, to obtain or assist <Client’s Business Name> in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Service Provider may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that Service Provider has been advised by opinion of counsel that it is legally compelled to disclose; provided, however, that the Service Provider agrees to use its commercially reasonable efforts, at <Client’s Business Name>’s expense, to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed.

## Remedies. Service Provider acknowledges that all Confidential Information is considered to be proprietary and of competitive value, and in many instances trade secrets. Service Provider agrees that because of the unique nature of the Confidential Information, any breach of this Section 11would cause <Client’s Business Name> irreparable harm, and money damages and other remedies available at law in the event of a breach would not be adequate to compensate <Client’s Business Name> for any such breach. Accordingly, <Client’s Business Name> shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including, without limitation, injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available at law or in equity to <Client’s Business Name>

# **GENERAL PROVISIONS.**

## Publicity. No information related to this Agreement shall be released by Service Provider for any purpose without the prior written consent of <Client’s Business Name>, including any use by Service Provider of <Client’s Business Name>’s intellectual property for advertising or other disclosure purposes.

## Entire Agreement; Modification. This Agreement represents the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, and any representations made by either of the parties to the other. This Agreement may not be changed, modified or rescinded except in writing, signed by both parties to this Agreement. Service Provider will not modify in any respect the features, terms and conditions or benefits of the Services provided hereunder without sixty (60) calendar days’ prior written notice to and the written approval of <Client’s Business Name>

## Relationship Between the Parties. Each of Service Provider and <Client’s Business Name> shall conduct business under its own name and shall not represent or in any way indicate that its relationship with the other party is anything other than that described herein. Service Provider and <Client’s Business Name> shall be independent contractors and neither shall have any right or power to incur any debt, obligation or liability on behalf of the other.

## Inurement; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and shall bind the parties and their respective heirs, successors, permitted assigns and legal and personal representatives. Subject to the preceding sentence and as otherwise specified herein, nothing in this Agreement is intended to confer any rights or remedies on any person or entity which is not a party to this Agreement.

## Notices. All notices provided for hereunder (including a notice of change of address) shall be in writing, shall be addressed in accordance with the information set forth below and shall be deemed given: (i) in the case of delivery by hand, when delivered by hand, (ii) in the case of delivery by a standard overnight carrier, upon the date of delivery indicated in the records of such carrier, or (iii) in the case of delivery by certified mail with return receipt requested, three days after being deposited in the United States mail.

If to Service Provider: <Your Business Name>

<Your Business Address>

Attention: <Your Name>, <Job Title>

<Your Company Name>

If to <Client’s Business Name>: <Client’s Business Name>

<Client’s Business Address>

Attention: <Client’s Name>, <Client’s Job Title>

with a copy to: <Client’s Business Name>

<Client’s Business Address>

Attention: Legal Department

## Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to the conflict of law principles thereof.

## Severability. If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect to the extent such remaining provisions accurately reflect the intent of the parties.

## Waiver. The parties shall not be deemed to waive any right or remedy except by an express waiver in writing, signed by the waiving party. Delay or omission to exercise any right or remedy shall not operate as a waiver of that or any other right or remedy.

## Headings and Construction. No rule of construction will be applied to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part hereof. The section headings in this Agreement are for convenient reference only, and will be given no substantive or interpretive effect. With respect to all terms used in this Agreement, words used in the singular include the plural and words used in the plural include the singular. The word ‘including’ means including without limitation, and the words ‘herein’, ‘hereby’, ‘hereto’ and ‘hereunder’ refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Articles, Sections, Exhibits and Appendices mean the Articles and Sections of, and the Exhibits and Appendices attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time, to the extent provided by the provisions thereof and by this Agreement; and (iii) to a statute or a regulation mean such statute or regulation as amended from time to time.

## Assignment. This Agreement may not be assigned, in whole or in part, by Service Provider without the prior written consent of <Client’s Business Name>(which consent may not be unreasonably withheld or delayed).

## Expenses. Each of the parties shall pay its own expenses incident to the transactions contemplated hereby unless otherwise set forth herein; provided, however, that in each and any action initiated to enforce or interpret this Agreement, the principally prevailing party therein will be entitled to recover its reasonable costs and expenses (including without limitation reasonable attorneys’ fees and expenses) incurred in connection therewith.

## Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original document.

## Non-Exclusive Remedies. Any remedies expressly provided for in this Agreement and/or available to either party hereunder are cumulative and non-exclusive, and may be exercised concurrently or separately. The exercise of any one remedy shall not be construed to prohibit either party from pursuing any and all other remedies that may be available at law, in contract, or in equity.

## Facsimile Execution. This Agreement may be executed as facsimile originals and each copy of this Agreement bearing the facsimile transmitted signature of the authorized representatives of each of the parties shall be deemed to be an original. Notwithstanding the validity of the facsimile originals, it is intended that two copies of this Agreement shall be manually executed by each of the parties and delivered to the other parties hereunder. Upon receipt by each party of the manually executed original, such manually executed original shall replace the facsimile original and the facsimile original shall no longer have any force or effect.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**<CLIENT’S BUSINESS NAME>**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

**[GDI ONLINE M ARKETING]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:<Your Name>

Title: Chief Executive Officer

Date:November 17th, 2014

**EXHIBIT A**

**DESCRIPTION OF SERVICES**

**Services.** At <Client’s Business Name>’s direction, Service Provider will provide search optimization services as more fully described below:

1. **Business and SEO Strategy**

* Service Provider will work with <Client’s Business Name> to understand its revenue model, business strategy, goals, and competition.
* Service Provider will research<Client’s Business Name>’s competitors’ sites for content, target keywords, pages indexed, PageRank, link popularity, and overall how optimized such sites are, which will help Service Providerprovide acustomized SEO strategy for <Client’s Business Name>’s websites (collectively, the “Websites”), including recommendations.

1. **Website SEO Audit and Google Analytics & Webmaster Tools**

* Service Provider will analyze the SEO standing of the Websites and how they compare with key competitors.
* Service Provider will set up Google Webmaster Tools and Google Analytics for data gathering and monitoring.
* Service Provider will identify the Websites’ strengths and weaknesses from an SEO and technical perspective, delivered to <Client’s Business Name> in a detailed report.

1. **Create a Comprehensive Keyword List**

* Service Provider will expand its keyword research to compile a comprehensive keyword list of fifty (50) keywords based on business strategy and areas of focus, conversations with <Client’s Business Name>, and the results of its keyword expansion tools.
* Service Provider will finalize a keyword list that is realistic, profitable and scalable.
* Service Provider will identify content categories that can be created into silos for thematic optimization, which will allow the Websites to rank on long-tail derivatives of keywords.
* Service Provider will create a Keyword Mapping Document showing which keywords are being targeted to which pages to help increase conversions.
* Service Provider will create an initial keyword ranking report which acts as the benchmark for comparison of the Websites search engine rankings before and after its SEO efforts.

1. **On-Page Site Optimization**

* Service Provider will provide and review with <Client’s Business Name>, a detailed optimization report explaining every line of code Service Provider recommends <Client’s Business Name> to change.
* Service Provider will recommend search engine friendly URLs and new pages where necessary.
* Service Provider will provide content recommendations for pages lacking sufficient textual content and keyword usage.
* Service Provider will optimize the visible content on relevant pages of the site.
* Service Provider will optimize meta-content: titles, meta-tags, tool-tips and alt tags.
* Service Provider will optimize each Website’s internal link structure.
* Service Provider will correct search engine spider stoppers and navigational issues.
* Service Provider will ensure all major pages will have customized page titles and meta data after optimization.

1. **Implementation of on-page optimization**

* <Client’s Business Name>may implement approved optimization reports. Service Provider will audit to make sure all optimization techniques are implemented properly.
* Service Provider will implement the approved optimization reports at <Client’s Business Name>’s direction.

1. **PPC Management**

* Service Provider with manage the monthly budget of <$XXXX> USD for Pay per Click (PPC) engagements to promote marketing efforts for priority keywords and to improve visibility of the associated web pages on the Search Engine Results Pages (SERPs).

1. **Content Development**

* Service Provider willdevelop original, fresh and high-quality content to improve Website traffic and rankings.This content can be designed for webpage copy or blog posts and articles to be syndicated and will also be used for linking purposes in efforts to supplement Service Provider’s SEO strategy. Notwithstanding the foregoing, any content to be developed by Service Provider will not be posted on any website, any blog, or otherwise made public without <Client’s Business Name>’s prior written approval.

1. **Content Approval**

* For the avoidance of doubt, notwithstanding anything to the contrary contained herein, with respect to the Services to be provided by Service Provider, Service Provider will not post on any website, any blog, or make available to the public, any materials of any kind without <Client’s Business Name>’s prior written approval.

**Fees**.

<Client’s Business Name> has agreed to pay the monthly retainer sum of <$XXXX> USD to Service Provider.