**Brighton, United Kingdom**

## Search Engine Optimization and Reporting Agreement

This agreement is hereby entered into between **Blue Whale SEO Limited** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Client”) on the \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_.

1. Blue Whale SEO agrees to provide Client with Search Engine Optimization and Reporting Services (hereinafter referred to as “SEO”) as described in this agreement. Blue Whale SEO is authorized to use the specific keywords and/or phases set forth below for development, improving the ranking of, and/or positioning the contents of the Client’s URL(s), http://www.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_ in the search engines and/or directories that are most frequently used by the general public which are defined below.

2. The total fee for the Blue Whale SEO to be provided is xxx GBP. All fees must be paid in accordance to our payment schedule. All fees are non-refundable. Blue Whale SEO is intended to serve two main purposes: 1) to provide the Client with increased exposure in search engines, and 2) to drive targeted online traffic to the site.

3. **Blue Whale SEO services will include (but are not limited to):**

* Research keywords and phrases to select appropriate, relevant search terms (up to XX phrases).
* Obtaining “back links” from other related websites and directories in order to generate link popularity and traffic up to XX amount.
* Editing and/or optimization of text for various html tags, META data, page titles, and page text as necessary (up to XX pages).
* Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
* Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
* Hand-submit your pages to the major search engines and directories.
* Create traffic and ranking reports for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_\_ and any associated pages showing rankings in the major search engines.

4. **For the purposes of receiving professional SEO services, Client agrees to provide the following:**

* Administrative/backend access to the website for analysis of content and structure.
* Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
* Unlimited access to existing website traffic statistics for analysis and tracking purposes.
* Client authorizes Blue Whale SEO use of all Client logos, trademarks, web site images, etc., for use in creating informational pages and any other uses as deemed necessary by Blue Whale SEO for search engine positioning and optimization.
* If Client’s site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. Blue Whale SEO can create site content at additional cost to the Client. If the Client is interested in purchasing content from Blue Whale SEO, please contact Blue Whale SEO for a cost estimate.

5. **Client must acknowledge the following with respect to services**:

* All fees are non-refundable.
* All fees, services, documents, recommendations, and reports are confidential.
* Blue Whale SEO has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client’s website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
* Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Blue Whale SEO does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term. However, if Blue Whale SEO fails to increase traffic to the site by X% after four months of services, Blue Whale SEO will continue SEO services at no added cost to the Client until such a percentage is met.
* Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than 6 months. This is referred to as the “Google Sandbox”. Blue Whale SEO assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
* Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, Blue Whale SEO will re-optimize the website/page based on the current policies of the search engine in question.
* Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees.
* Linking to “bad neighborhoods” or getting links from “link farms” can seriously damage all SEO efforts. Blue Whale SEO does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.

6. The Blue Whale SEO is not responsible for changes made to the web site by other parties that adversely affect the search engine rankings of the Client’s web site.

7. Additional Services not listed herein (such as managing pay-per click campaigns, copywriting, link baiting, etc.) will be provided for a fee of 30-100 GBP per hour.

8. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Blue Whale SEO for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Blue Whale SEO and its subcontractors from any liability or suit arising from the use of such elements.

9. Blue Whale SEO is not responsible for the Client overwriting SEO work to the Client’s site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of 50 GBP per hour. Notwithstanding any other provision of this Agreement, Blue Whale SEO obligation to provide free SEO services shall cease in the event the Client’s conduct overwrites the SEO services provided. For example, if the client’s webmaster uploads content without consulting Blue Whale SEO, then Blue Whale SEO's obligation to provide SEO services for free shall terminate.

10. **Legal Venue.**

Any disputes arising from this Contract will be litigated or arbitrated in England. This Agreement shall be governed in accordance with the laws of England.

Client Signatory, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Blue Whale SEO, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_