

## **Statement of Work & Contract**

### **INVOICES**



As with most of our projects, payment is due within 30 days of receipt of each invoice. You may not withhold any amounts due and we reserve the right to cease work without prejudice if amounts are not paid when due.

### **PAYMENT**

Final payments are due upon completion of deliverables. If you delayed the execution or performance of a deliverable we reserve the right to make payments due upon the estimated due date.

### **TERMS & CONDITIONS**

This proposal incorporates the terms and conditions provided in the remainder of this document.

By signing and/or sending the form from this agreement, you acknowledge you have read, understood and agree to the terms and conditions as posted on our website noted here.

### **ENTIRE AGREEMENT**

This document together with any attachments, the agreement to the terms listed on our website and in the preceding section as well as any new, different or additional terms, conditions or policies which we may establish from time to time, and any agreement that we are currently bound by or will be bound by in the future, constitutes the complete and exclusive agreement between you and us concerning your engagement of us on this project, and supersede and govern all prior written and verbal communications.

### **SIGNATURE/AGREEMENT VIA APPROVAL FORM**

By agreeing to this document and sending the accompanying form, you represent to us that you are a duly authorized representative of your organization and upon its behalf agree to be legally bound by its terms and conditions. You hereby accept and authorize the commencement and payment for the project described above.

This Search Engine Optimization (SEO) Agreement is between you (the "Client") as noted in the agreement form, and The Image Stop Ltd. (the "SEO Consultant").

The SEO Consultant provides search engine optimization services to website owners.

This SEO Agreement provides for the SEO Consultant's development and execution of a search engine optimization and marketing strategy for the Client.

The parties agree as follows.

1. Definitions. Terms defined above have their assigned meanings and each of the following terms has the meaning assigned to it.

"Agreement" means this SEO Agreement.

"Black Hat" means using spam-like methods focused on computers instead of human users to increase a website performance. Black Hat SEO tactics include keyword stuffing, invisible text, and more.

"Business Day" means the usual work week of Monday through Friday, with the exception of all holidays.

“Down Payment” has the meaning assigned to it in Section 3.3.

“Effective Date” means the date listed in the preamble of this Agreement.

“Keyword” means words typed into a search engine by potential consumers of the client’s website and its related products and services.

“Website Content” means the words, graphics, video, or other immediately visible content when visiting a web page.

“White Hat” means using SEO methods focused on human users and based in accepted search engine guidelines to improve a website’s performance.

“Writing” means an e-mail or other written communication, such as attached documents, sent for the purpose of providing legal notice to either party.

“URL” means the domain name as used by the Client for accessing their website.

## **2. Hiring of the SEO Consultant/Company.**

By signing the Agreement, the Client hires the SEO Consultant to provide search engine optimization (SEO) services.

## **3. Fees.**

3.1. Billing Rate. The SEO Consultant bills hourly wage/per hour (the “Billing Rate”).

3.2. Project Estimate. The SEO Consultant estimates that the total fee for providing SEO services to the Client will be \$850 for initial SEO compliance service and \$450 monthly afterward.

3.3. Down Payment. The down payment is downpayment (the “Down Payment”). The SEO Consultant shall have no obligation to begin work prior to receiving the Down Payment. The Client shall pay the Down Payment to the SEO Consultant within one week of the Effective Date of this agreement.

The Down Payment is nonrefundable.

3.4. Invoices. The SEO Consultant will bill in monthly increments. Invoices shall include information relating to:

- a) the billing rate per month,
- b) the time spent on an itemized task list, and
- c) the amount by which the invoice has been offset by the Down Payment if applicable.

3.5. Payment. The Client shall pay the SEO Consultant by cheque, credit card, or eTransfer. Payment must be received no later than 30 days after the Client’s receipt of that month’s invoice.

#### **4. SEO Consultant Services.**

4.1. SEO Strategy; Selected Search Engines. The SEO Consultant shall work with the Client to formulate an overall Search Engine Optimization strategy to improve the performance of the Client's website, for the Keywords selected. This may change depending on initial research results.

Google • Yahoo! • Bing

4.2. Keyword Selection. The SEO Consultant and the Client have selected a list of Keywords. The SEO Consultant may recommend additional Keywords to be added to the list.

4.3. Back Links. The SEO Consultant shall build a profile of backlinks to the Client's website at URL. The SEO Consultant shall maintain a report of all backlinks and provide the report to the Client at the Client's request or at the end of the project.

4.4. Code Analysis and Modification. The SEO Consultant shall analyze the underlying code of the Client's website and provide recommendations or modifications to the code to improve the website's performance including performance within the selected search engines.

4.5. Search Analysis and Reports. The SEO Consultant shall monitor website traffic, generate reports based on website traffic, and provide recommendations and strategies to improve targeted traffic to the Client's website. The SEO Consultant may use various free or paid third-party tools or applications as part of this process.

4.6. Website Content Creation. Website Content creation is a large part of any search engine optimization endeavor. The SEO Consultant will likely recommend the Client add additional Website Content to the Client's website. The Client shall pay the SEO Consultant the Hourly Rate stated above for any Website Content creation. The SEO Consultant may also use a third-party Website Content creation service to meet the Client's Website Content needs. In the event a third party is used, the Client shall pay the third party Website Content creator all associated fees.

#### **5. Client Obligations.**

5.1. Representations and Warranties. The Client represents and warrants as follows:

- a) The Client has not engaged in Black Hat SEO tactics at the website, URL, in an effort to gain traffic in the past.
- b) The Client has power and authority to sign, deliver, and perform this Agreement.
- c) The Client has taken all necessary action to authorize the signing, delivering, and performance of this Agreement.
- d) This Agreement has been duly signed by the Client, or its authorized representative or agent, and constitutes its legal, valid, and binding obligation. It is enforceable against the Client in accordance with its terms.

5.2. Covenants. The Client covenants to:

- a) Provide administration or backend access to the SEO Consultant.
- b) Provide an email at the Client's website, URL, for purposes of backlink building or otherwise representing the Client for the purposes of SEO.
- c) Allow the SEO Consultant to make changes to the website's underlying code for the purpose of optimization.

d) Provide the SEO Consultant with a list of all third-party developers of the website for the purpose of contacting them to improve the website's performance in the search engines

e) Provide the SEO Consultant with electronic files of all promotional or branding materials, i.e., logos, graphics, etc., for the purpose of creating new promotional materials.

## **6. SEO Consultant Obligations.**

6.1. Representations and Warranties. The SEO Consultant represents and warrants as follows:

a) The SEO Consultant will not engage in Black Hat SEO tactics at the website, URL, in an effort to gain traffic in the future.

b) The SEO Consultant has the power and authority to sign, deliver, and perform this Agreement.

c) The SEO Consultant has taken all necessary action to authorize the signing, delivery, and performance of this Agreement.

d) This Agreement has been duly signed by the SEO Consultant, or its authorized representative or agent, and constitutes its legal, valid, and binding obligation. It is enforceable against the SEO Consultant in accordance with its terms.

6.2. Covenants. The SEO Consultant covenants to:

a) Use White Hat SEO tactics and accepted practices to improve search engine rankings.

b) Develop a strategy to improve the flow of targeted traffic to your website.

c) Provide regular reports and analysis of traffic to your website.

6.3. Disclaimer of Warranty. The SEO Consultant is providing services "AS IS", and disclaims all warranties, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. The SEO Consultant provides recommendations regarding current White Hat search engine optimization tactics that, in theory, should improve your website's performance in search engine rankings. However, the SEO Consultant is not responsible for search engine rankings, the algorithms used by major search engines to rank web pages, or other processes of third-party search engines. The SEO Consultant cannot predict future search engine algorithm changes; therefore, the SEO Consultant cannot guarantee results such as placing your website as the number one search result for specific keywords or maintaining a position within the top 10 search results.

## **7. Intellectual Property.**

The SEO Consultant may write code or create other intellectual property as part of this Agreement.

7.1. Website Content. The Client shall own the copyright to all Website Content created to optimize the Client's website.

7.2. Code; Non-Website Content. The SEO Consultant shall have all rights in all SEO related intellectual property that may be created by the SEO Consultant in the process of optimizing the Client's website for search engines, including, but not limited to, website code, non-website content, strategies, methods of operations, or any process, idea, or other SEO related intellectual property.

## **8. Term.**

8.1. Termination. This Agreement terminates when the SEO Consultant has performed all services and the Client has paid all fees as mentioned in section 3.

8.2 Termination for Cause; Material Breach. Despite section 8.1, a party may terminate this Agreement by giving 10 Business Days notice to the other party, if that latter party materially misrepresented a fact or materially breaches a warranty or covenant. In that event, the terminating party has all rights and remedies that law and equity provide.

## **9. General Provisions.**

9.1. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta. Each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta with respect to any matters arising out of this Agreement.

9.2. Assignment and Delegation. Neither party may assign its rights or delegate its performance under this Agreement without the other party's consent.

9.3. Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

9.4. Notices. The parties must send all notices in writing and give all consent in writing. A notice or consent that occurs is effective when the intended recipient receives it. For the purposes of this agreement, notice shall be provided to the client at the client's email. Notice shall be provided to the SEO Consultant at seo's email.

9.5. Merger. This Agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements. The parties shall not amend this Agreement, except by an agreement in writing, signed by both parties.

To evidence the parties' agreement to this SEO Agreement, they have signed and delivered it on the Effective Date set forth in the preamble.