



SEO Service Agreement

This contract is between Smart voice network referred as SEO Specialist and

Company _____ located at _____ C/o

_____ And C/o _____ referred as Client on date ____/____/2020,

Client agreed to pay smart voice network the amount of \$_____ and the amount of \$_____ per week thereafter for SEO services describe below as package in detail until the contact is canceled.

WORK DETAILS AND PAYMENT

Packages

We offer different Advertising services to different clients as follow

1-Facebook AD Campaign Package:

Setup Fee \$150 and \$150/ Week for Ad management, Work Includes:

Design Quality Banner with offer supplied by the customer, Target High Density Keywords, Targeted Audience

Create Offers, change offers based on client needs

*Customer will pay Facebook Ad Daily Cost. SEO Specialist will be responsible for managing, creating Ads, banner revising and re-targeting areas which will be advised by the customer

2- Google AD Campaign Package:

Setup Fee \$150 and \$250/ Week for Ad management, Work Includes:

Design Quality Banner with offer supplied by the customer, Target High Density Keywords

Targeted Audience, Create Offers

*Customer will pay Google Ad Daily Cost. SEO Specialist will be responsible for managing, creating Ads, banner revising and re-targeting areas which will be advised by the customer

3-You Tube AD Campaign Package:

Setup Fee \$75 and \$75/ Week for AD management, Work includes:

Clients brings his or her own Videos or contract us to produce the video **Additional charge**

Target High Density Keywords, Targeted Audience, Create Offers for The Ad:, Create Description for Website and Mobile Devices

*Customer will pay You Tube Ads Daily Cost. SEO Specialist will be responsible for managing, imbedding videos into ads, revising and re-targeting areas which will be advised by the customer

4-Produce Commercial Ad Package:

Setup Fee \$250

Produce Video by Movie Maker with Real Actors & Actress\$600-\$5000

5-Produce A Mailing List flyers Package:

Setup fee \$150 Artwork \$99 and handle fee \$100 each run

Name and address of all local customers or business within 10 miles radius from customer location

Or any other area or location that client specify, Design and Approve Artwork to be mailed out

Cost of mailing and printing materials is the client responsibility each time the Ad runs

6-Email campaign Package:

Setup Fee \$250 Artwork \$99 and handle fee \$150/ week

Get email address of All local customers or business targeting within 10 miles radius of business. Prepare of Artwork & Email List, Cost of mailing and printing materials is the client responsibility each time the Ad runs

7-Off Page SEO Ranking for Traffic Package:

Fee \$250/Week

Submission of your Website to Search Engines on weekly bases, Create Quality Blogs and publish them on High Ranking Sites, Create do follow and don't follow Backlinks, Submit your Website to Social Media Sites, Submit your Website to Web 2.0 for High Ranking

8- On Page SEO Package:

Charge onetime fee \$150/per page

Re-write articles on The Page, Pick High and Low Competition Keywords, Increase Website Speed, Alt Text for Image Per Google Ranking, Re-write Header and submit Site Map for Google, Fix error and code for re-direction

Make sure internal links are not broken, Connect with Google Analytics

9- Create Stunning Website packages

Website pages up to 3 pages with high resolution \$3000

Add Keywords, Headers, high resolution image ALT text (SEO) included

E commerce site with built in payment option for all credit cards and inventory management \$5,000

Website accepting wholesale accounts orders online and manage inventory \$10,000

Enterprise Website from 10-15 pages include E commerce, blogs, SEO, my account, ticket system, tech support will be \$10,000

Customer will pay the website hosting, domain names, additional software need to operate the site

10- Voice talent for commercial account Package \$500

11- Mobile marketing campaign set up fee \$150 and to manage the campaign \$250/week

1. PAYMENT SCHEDULE

1.2 Schedule. The SEO Specialist will begin work on ____/____/2020 based on weekly payment agreed upon between both parties. Agreement will for 6 month____ or 1year ____and it will be renewed automatically on

the anniversary date of the original agreement unless the SEO specialist receive a written notice of by the sign parties of cancelation 45 day before the due date .

1.3 Payment. The Client will pay the SEO Specialist an advance amount of \$ (USD) as down payment plus setup fee based as per choice of package(s). A weekly payment of \$ ____ . Thereafter until services agreement total amount is fully paid, The total agreement amount is \$_____ based on building website \$_____, package (s)_____.

1.4 Expenses. The Client will pay in advance or direct pay for any and all additional expenses should occur such as google, Facebook, printing, circulating, artwork, setup fees, and government fees.

1.5 Invoices. Client will make first week payment in advance and SEO Specialist will invoice the Client at the end of each following week after the first week paid in advance. The Client agrees to pay the amount owed within 2 business days of receiving the invoice. Payment after that date will incur a late fee of 15% per month on the outstanding amount. After client generate sales of over \$10,000 The SEO Specialist will be charging on monthly fee of 4% the total gross sales which Generated direct from the services that he provides, no additional cost will be added. Except these charges that are labeled Expenses and will be recurring.

1.6 Support. The SEO Specialist will not provide support for any deliverable once the Client accepts it, unless otherwise agreed in writing.

2. OWNERSHIP AND LICENSES

2.1 Client Owns All Work Product. As part of this job, the SEO Specialist is creating “work product” for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the SEO Specialist works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The SEO Specialist hereby gives the Client this work product once the Client pays for it in full. This means the SEO Specialist is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use

the work product however it wants or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit.

2.2 SEO Specialist's Use of Work Product. Once the SEO Specialist gives the work product to the Client, the SEO Specialist does not have any rights to it, except those that the Client explicitly gives the SEO Specialist here.

2.3 SEO Specialist's Help Securing Ownership. In the future, the Client may need the SEO Specialist's help to show that the Client owns the work product or to complete the transfer. The SEO Specialist agrees to help with that. For example, the SEO Specialist may have to sign a patent application. The Client will pay any required expenses for this. If the Client can't find the SEO Specialist, the SEO Specialist agrees that the Client can act on the SEO Specialist's behalf to accomplish the same thing. The following language gives the Client that right: if the Client can't find the SEO Specialist after spending reasonable effort trying to do so, the SEO Specialist hereby irrevocably designates and appoints the Client as the SEO Specialist's agent and attorney-in-fact, which appointment is coupled with an interest, to act for the SEO Specialist and on the SEO Specialist's behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Client Owns All Work Product).

2.4 SEO Specialist's IP That Is Not Work Product. During the course of this project, the SEO Specialist might use intellectual property that the SEO Specialist owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. The SEO Specialist is not giving the Client this background IP. But, as part of the Contract, the SEO Specialist is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client's products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from its products or services. The SEO Specialist cannot take back this grant, and this grant does not end when the Contract is over.

2.5 SEO Specialist's Right To Use Client IP. The SEO Specialist may need to use the Client's intellectual property to do its job. For example, if the Client is hiring the SEO Specialist to build a website, the SEO Specialist may have to use the Client's logo. The Client agrees to let the SEO Specialist use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the SEO Specialist's job. Beyond that, the Client is not giving the SEO Specialist any intellectual property rights, unless specifically stated otherwise in this Contract.

3. COMPETITIVE ENGAGEMENTS. The SEO Specialist won't work for a competitor of the Client until this Contract ends. To avoid confusion, a competitor is any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products or services. A competitor is also a third party that plans to do any of those things. The one exception to this restriction is if the SEO Specialist asks for permission beforehand and the Client agrees to it in writing. If the SEO Specialist uses employees or subcontractors, the SEO Specialist must make sure they follow the obligations in this paragraph, as well.

4. NON-SOLICITATION. Until this Contract ends, the SEO Specialist won't: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended. The one exception is if the SEO Specialist puts out a general ad and someone who happened to work for the Client responds. In that case, the SEO Specialist may hire that candidate. The SEO Specialist promises that it won't do anything in this paragraph on behalf of itself or a third party.

5. REPRESENTATIONS.

5.1 Overview. This section contains important promises between the parties.

5.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 SEO Specialist Has Right To Give Client Work Product. The SEO Specialist promises that it owns the work product, that the SEO Specialist is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the SEO Specialist uses employees or subcontractors, the SEO Specialist also promises that these employees and subcontractors have signed contracts with the SEO Specialist giving the SEO Specialist any rights that the employees or subcontractors have related to the SEO Specialist's background IP and work product.

5.4 SEO Specialist Will Comply With Laws. The SEO Specialist promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations.

5.5 Work Product Does Not Infringe. The SEO Specialist promises that its work product does not and will not infringe on someone else's intellectual property rights, that the SEO Specialist has the right to let the Client use

the background IP, and that this Contract does not and will not violate any contract that the SEO Specialist has entered into or will enter into with someone else.

5.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the SEO Specialist if the SEO Specialist has questions regarding this project, and to provide timely feedback and decisions.

6. TERM AND TERMINATION. This Contract will not end, unless the Client or the SEO Specialist ends the contract before that time. Either party may end this Contract for any reason by sending an email or letter to the other party 45 days before the appointed time above otherwise the contract will continue renewing on every anniversary date, The party that is ending the Contract must provide notice by taking the steps explained in Section 11.4. The SEO Specialist must immediately stop working as soon as it receives this notice, unless the notice says otherwise. If either party ends this Contract before the Contract automatically ends as explained in the first sentence of this paragraph, the Client will pay the SEO Specialist any outstanding balance (USD) and the Client will reimburse the SEO Specialist for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: 2 (Ownership and Licenses); 3 (Competitive Engagements); 4 (Non-Solicitation); 5 (Representations); 8 (Confidential Information); 9 (Limitation of Liability); 10 (Indemnity); and 11 (General).

7. INDEPENDENT CONTRACTOR. The Client is hiring the SEO Specialist as an independent contractor. The following statements accurately reflect their relationship:

- The SEO Specialist will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the SEO Specialist is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the SEO Specialist with any training.
- The Client and the SEO Specialist do not have a partnership or employer-employee relationship.
- The SEO Specialist cannot enter into contracts, make promises, or act on behalf of the Client.
- The SEO Specialist is not entitled to the Client's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The SEO Specialist is responsible for its own taxes.
- The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the SEO Specialist or any of the SEO Specialist's employees or subcontractors.

8. CONFIDENTIAL INFORMATION.

8.1 Overview. This Contract imposes special restrictions on how the Client and the SEO Specialist must handle confidential information. These obligations are explained in this section.

8.2 The Client's Confidential Information. While working for the Client, the SEO Specialist may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The SEO Specialist promises to treat this information as if it is the SEO Specialist's own confidential information. The SEO Specialist may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the SEO Specialist use a customer list to send out a newsletter, the SEO Specialist cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the SEO Specialist written permission to use the information for another purpose, the SEO Specialist may use the information for that purpose, as well. When this Contract ends, the SEO Specialist must give back or destroy all confidential information, and confirm that it has done so. The SEO Specialist promises that it will not share confidential information with a third party, unless the Client gives the SEO Specialist written permission first. The SEO Specialist must continue to follow these obligations, even after the Contract ends. The SEO Specialist's responsibilities only stop if the SEO Specialist can show any of the following: (i) that the information was already public when the SEO Specialist came across it; (ii) the information became public after the SEO Specialist came across it, but not because of anything the SEO Specialist did or didn't do; (iii) the SEO Specialist already knew the information when the SEO Specialist came across it and the SEO Specialist didn't have any obligation to keep it secret; (iv) a third party provided the SEO Specialist with the information without requiring that the SEO Specialist keep it a secret; or (v) the SEO Specialist created the information on its own, without using anything belonging to the Client.

8.3 Third-Party Confidential Information. It's possible the Client and the SEO Specialist each have access to confidential information that belongs to third parties. The Client and the SEO Specialist each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If the Client or the SEO Specialist is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing off any special restrictions regarding that information.

9. LIMITATION OF LIABILITY. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

10. INDEMNITY

10.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after the Client or the SEO Specialist or both. For example, if the Client gets sued for something that the SEO Specialist did, then the SEO Specialist may promise to come to the Client's defense or to reimburse the Client for any losses.

10.2 Client Indemnity. In this Contract, the SEO Specialist agrees to indemnify the Client (and its affiliates and its and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the SEO Specialist has done under this Contract; (ii) a breach by the SEO Specialist of its obligations under this Contract; or (iii) a breach by the SEO Specialist of the promises it is making in Section 5 (Representations).

10.3 SEO Specialist Indemnity. In this Contract, the Client agrees to indemnify the SEO Specialist (and its affiliates and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

11. DISCLAIMER

Client understands that there are many different factors that fall into place when determining where a website ranks in the search results. How competitive is your niche and the targeted keywords and how good is your On-Page SEO

Client can't demand positions like #1 or Top 3 on Google with any of the packages.

However you might rank on page #1 for low keywords. Always keep in mind that Google is the most uncertain place on the whole internet.

However you can expect that our work, process, past experience and proven system can give your website the best chance to rank well in the Search

12. GENERAL

12.1 Assignment. This Contract applies only to the Client and the SEO Specialist. The SEO Specialist cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign its rights and delegate its

obligations under this Contract without the SEO Specialist's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that result from this Contract.

12.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

12.3 Modification; Waiver. To change anything in this Contract, the Client and the SEO Specialist must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

12.4 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

12.5 Sever-Ability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

12.6 Signatures. The Client and the SEO Specialist must sign this document using Bonsai's e-signing system. These electronic signatures count as originals for all purposes.

12.7 Governing Law. The laws of the state of California govern the rights and obligations of the Client and the SEO Specialist under this Contract, without regard to conflict of law principles of that state.

12.8 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.

12.9 Personal Guarantee: By the execution of this agreement, personal GUARANTOR(s) (a) acknowledges that they are in full agreement with the SEO agreement described herein and (b) agrees and to absolutely and unconditionally guarantee the obligations of the agreements set forth in the personal guaranty dated of even date herewith.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

William Shihata SEO specialist Date

C/o Client Signature Date

C/O client signature Date