

SEO SERVICES AGREEMENT

Search Engine Optimization—Website Optimization Services

CONTRACT DETAILS

Contract no.: _____

Effective Date: _____

Place of signing: _____

PARTIES

This SEO Services Agreement (the “**Agreement**”) is made on the Effective Date stated above between the following parties:

1. **Service Provider (the “Provider”)**

Legal name / full name: _____

Registration / ID / tax no.: _____

Address: _____

Email / phone: _____

Represented by (name and title): _____

2. **Client (the “Client”)**

Legal name / full name: _____

Registration / ID / tax no.: _____

Address: _____

Email / phone: _____

Represented by (name and title): _____

The Provider and the Client are referred to individually as a “**Party**” and together as the “**Parties**”.

BACKGROUND

1. The Provider is a professional digital marketing service provider with expertise in search engine optimization (SEO).

2. The Client owns or lawfully operates the Website identified in Schedule A and wishes to engage the Provider to improve the Website's visibility, organic traffic and performance in search engines.
3. The Provider has agreed to provide such services, and the Parties have agreed on the terms of this Agreement.

The Parties therefore agree as follows:

ARTICLE 1 — DEFINITIONS

1.1 "Agreement" means this SEO Services Agreement together with its Schedules, as amended in writing from time to time.

1.2 "Website" means the website(s), domain(s), sub-domain(s) and mobile versions identified in Schedule A.

1.3 "Services" means the search engine optimization services described in Article 3 and Schedule A.

1.4 "Deliverables" means all reports, audits, strategies, recommendations, keyword lists, content and other materials prepared by the Provider for the Client under this Agreement.

1.5 "Search Engines" means Google, Bing, Yandex, Baidu, Yahoo and any other search engine relevant to the Website's target markets.

1.6 "Keywords" means the search terms and phrases agreed by the Parties in Schedule A, as updated by mutual written agreement.

1.7 "On-Page SEO" means optimization of elements within the Website, such as titles, meta descriptions, headings, content, internal links, images and structured data.

1.8 "Technical SEO" means optimization of the Website's technical infrastructure, including crawlability, indexation, site speed, mobile usability, site architecture, redirects, XML sitemaps, robots.txt and Core Web Vitals.

1.9 "Off-Page SEO" means activities carried out outside the Website to improve its authority and visibility, including link building, digital PR and citation building.

1.10 "Fees" means the amounts payable by the Client as set out in Schedule B.

1.11 "Confidential Information" has the meaning given in Article 13.

1.12 "Business Day" means any day other than a weekend day or public holiday at the Provider's place of business.

1.13 “Change Request” means a written request to modify the scope, timeline, Keywords or Deliverables in accordance with Article 4.

1.14 “Effective Date” means the date stated at the beginning of this Agreement.

1.15 “Start Date” means the date on which the Provider has received all access and information listed in Schedule D.

ARTICLE 2—SUBJECT AND STRUCTURE OF THE AGREEMENT

2.1 The Provider shall provide the Services to the Client, and the Client shall pay the Fees, on the terms of this Agreement.

2.2 The following Schedules form an integral part of this Agreement: Schedule A (Scope of Services and Deliverables); Schedule B (Fees and Payment Schedule); Schedule C (Performance Indicators and Reporting); Schedule D (Access and Information Checklist).

2.3 In case of conflict between the body of this Agreement and a Schedule, the body of this Agreement prevails unless the Schedule expressly states otherwise.

2.4 This Agreement covers SEO services only. Website design, development, hosting, paid advertising (PPC), social media management and other services are outside its scope unless expressly listed in Schedule A.

ARTICLE 3—SCOPE OF SERVICES

3.1 The Provider shall perform the Services described in Schedule A, which may include, depending on the package selected:

- (a) Initial audit: technical, on-page, content, backlink and competitor analysis of the Website;
- (b) Keyword research and search intent mapping;
- (c) On-Page SEO optimization of existing pages and recommendations for new pages;
- (d) Technical SEO analysis, recommendations and, where agreed, implementation;
- (e) Content strategy, content briefs and/or creation of SEO content in the quantity stated in Schedule A;
- (f) Off-Page SEO and link building in accordance with Article 11;
- (g) Local SEO (Google Business Profile and citations), where selected in Schedule A;
- (h) Setup and monitoring of Google Search Console, Google Analytics and related tracking;

(i) Ongoing monitoring, periodic reporting and strategic recommendations.

3.2 Services not listed in Schedule A are outside the scope of this Agreement and may be provided only through a Change Request under Article 4.

3.3 The Provider shall determine, in its professional discretion, the methods, tools and techniques used to perform the Services, provided they comply with Article 11.

3.4 Unless Schedule A expressly states that the Provider will implement changes directly on the Website, the Provider's role is to analyze and recommend, and the Client (or its developer) is responsible for implementing the recommended changes. Where the Provider implements changes, it shall do so only with the Client's prior approval and with the necessary access.

3.5 Content Deliverables (articles, pages, etc.) are limited to the quantities and specifications stated in Schedule A. Additional content will be quoted and invoiced separately.

ARTICLE 4—CHANGE REQUESTS

4.1 Either Party may request a change to the scope, timeline, Keywords or Deliverables by submitting a written Change Request.

4.2 Within 5 Business Days of receiving a Change Request, the Provider shall inform the Client of its impact on the Fees, timeline and resources.

4.3 No change takes effect until approved in writing (email is sufficient) by both Parties. Approved changes shall be recorded as an addendum to the relevant Schedule.

4.4 Work performed at the Client's instruction outside the agreed scope shall be charged at the rates stated in Schedule B or as agreed in the approved Change Request.

ARTICLE 5—TERM AND RENEWAL

5.1 This Agreement enters into force on the Effective Date and continues for an initial term of _____ months (the “**Initial Term**”), unless terminated earlier under Article 20.

5.2 At the end of the Initial Term, this Agreement renews automatically for successive periods of _____ months (each a “**Renewal Term**”), unless either Party gives written notice of non-renewal at least _____ days before the end of the then-current term.

5.3 The Parties acknowledge that SEO is a long-term, cumulative activity and that measurable results typically require several months of continuous work.

5.4 The Services commence on the Start Date. The Provider shall not be responsible for delays caused by the Client's late provision of the access and information listed in Schedule D.

ARTICLE 6—FEES AND PAYMENT

6.1 The Client shall pay the Provider the Fees set out in Schedule B.

6.2 Unless Schedule B states otherwise, monthly Fees are invoiced in advance on or about the _____ day of each month, and one-time Fees (such as the initial audit) are invoiced upon signature of this Agreement.

6.3 Invoices are payable within _____ days of the invoice date, by the payment method and in the currency stated in Schedule B. Bank charges, transfer fees and currency conversion costs are borne by the Client.

6.4 If any undisputed amount remains unpaid after its due date, the Provider may (a) charge interest on the overdue amount at _____ % per month, or the maximum rate permitted by law if lower; and (b) after _____ days' written notice, suspend the Services until all overdue amounts are paid. Suspension does not relieve the Client of its payment obligations, and the Provider is not liable for any loss of ranking or traffic resulting from a suspension.

6.5 The Fees exclude VAT, GST, sales tax, withholding tax and any other taxes or duties, which are the Client's responsibility unless the law requires otherwise. If the Client is legally required to withhold tax, it shall provide the Provider with official proof of payment of the withheld amount.

6.6 Third-party costs (for example, paid tools beyond those included in Schedule B, paid guest posts or sponsored placements, stock media, translation, freelance writers or developers) are not included in the Fees and shall be borne by the Client only if approved in writing in advance.

6.7 Advertising budgets (for example, Google Ads) are not part of the Fees and are solely the Client's responsibility.

6.8 The Provider may adjust the Fees upon renewal by giving the Client at least _____ days' written notice before the start of the Renewal Term.

6.9 If the Client disputes an invoice in good faith, it shall notify the Provider in writing with reasons within 7 days of receipt and pay the undisputed portion by the due date.

6.10 Fees paid for Services already performed or commenced are non-refundable, except as expressly stated in this Agreement.

ARTICLE 7 — OBLIGATIONS OF THE PROVIDER

- 7.1** Perform the Services with reasonable skill, care and diligence, in line with generally accepted professional standards in the SEO industry.
- 7.2** Assign suitably qualified and experienced personnel and appoint a designated account manager as the Client's single point of contact.
- 7.3** Use only ethical ("white-hat") techniques that comply with Search Engine guidelines, as set out in Article 11.
- 7.4** Keep records of significant changes made to the Website or related accounts and provide them to the Client on request.
- 7.5** Not make changes to the Website, its content or its settings without the Client's prior approval (email is sufficient), unless the change is expressly within the agreed scope and the necessary access has been granted.
- 7.6** Keep the Client reasonably informed of progress, material risks and significant Search Engine changes affecting the Website.

ARTICLE 8 — OBLIGATIONS OF THE CLIENT

- 8.1** Provide timely access to the accounts, systems and information listed in Schedule D, with adequate permission levels, and keep such access valid throughout the term of this Agreement.
- 8.2** Provide accurate and complete information about its business, products and services, target audience, markets, competitors and brand guidelines.
- 8.3** Respond to requests and review Deliverables within _____ Business Days. Deliverables not rejected in writing, with reasons, within that period are deemed accepted. Delays caused by the Client may extend timelines, and the Provider is not responsible for them.
- 8.4** Implement, within a reasonable time, the recommendations for which the Client is responsible under Article 3.
- 8.5** Notify the Provider in writing at least _____ days before any redesign, migration, change of domain, hosting, CMS or URL structure, or any other major change to the Website.
- 8.6** Not engage other SEO providers for the same scope of work, and not allow third parties to change SEO-critical elements (such as titles, meta tags, redirects, robots.txt, canonical tags,

sitemaps, structured data or internal linking) without informing the Provider, as such changes may adversely affect results.

8.7 Keep the Website lawful, secure and available, including maintaining hosting, SSL certificates, backups, software updates and security; and ensure that the Website content and materials it supplies do not infringe third-party rights or violate any law.

8.8 Pay the Fees in accordance with Article 6 and Schedule B.

ARTICLE 9—REPORTING AND COMMUNICATION

9.1 The Provider shall deliver a written report by the _____ day of each month covering: the activities performed in the previous period; the key metrics listed in Schedule C (for example organic traffic, keyword rankings and conversions); technical issues found and resolved; and the plan for the next period.

9.2 The Parties shall hold a review meeting (online or in person) every _____ to review performance and priorities.

9.3 Each Party shall respond to the other's communications within 2 Business Days, using the channels stated in Schedule D.

9.4 Reports rely on data from third-party sources and tools (such as Google Search Console, Google Analytics and rank-tracking tools). Figures may differ between tools, and the Provider does not guarantee their accuracy.

ARTICLE 10—NO GUARANTEE OF RESULTS

10.1 The Client acknowledges that Search Engines use proprietary algorithms that change frequently and are beyond the Provider's control, and that the Provider is not affiliated with any Search Engine.

10.2 Accordingly, the Provider does not guarantee any particular ranking, position, first-page placement, traffic level, number of leads, sales, revenue or timeline for results. Any forecast or statement about expected results is an estimate based on professional judgment and not a promise.

10.3 The targets and indicators in Schedule C are objectives that guide the work and are not guarantees, unless Schedule C expressly states otherwise, in which case the remedies specified there apply.

10.4 The Provider is not liable for changes in ranking or traffic resulting from Search Engine algorithm updates, penalties or issues caused by prior practices, competitors' actions,

seasonal factors, technical or hosting problems, or acts or omissions of the Client or third parties.

10.5 The Provider's obligation is to perform the Services with due care in accordance with this Agreement; it is not an obligation to achieve a specific result.

ARTICLE 11 — ETHICAL PRACTICES AND COMPLIANCE

11.1 The Provider shall not use practices that violate Search Engine webmaster guidelines, including cloaking, hidden text or links, doorway pages, keyword stuffing, link farms, purchased spam links, scraped or low-quality mass-generated content intended to manipulate rankings, or fake reviews.

11.2 Link building shall be limited to relevant, reputable sources acquired through editorial outreach, content or other legitimate methods. Where paid placements are used, they shall be properly labelled as required by Search Engine guidelines.

11.3 If the Client requests an action that the Provider reasonably believes may violate Search Engine guidelines or the law, the Provider may advise against it in writing and may decline to perform it. If the Client insists and the Provider agrees to proceed, the Client accepts all resulting risk and the Provider is released from liability for any resulting penalties.

11.4 Each Party shall comply with all laws applicable to its performance of this Agreement, including advertising, consumer protection, intellectual property, e-commerce and data protection laws.

ARTICLE 12 — INTELLECTUAL PROPERTY

12.1 As between the Parties, the Client retains all rights in the Website, its domain names, trademarks, logos, data, content and other materials supplied to the Provider ("**Client Materials**"). The Client grants the Provider a non-exclusive, royalty-free licence to use the Client Materials solely to perform the Services.

12.2 Upon full payment of the applicable Fees, ownership of the copyright in content and Deliverables created specifically for the Client (such as articles, page copy, meta descriptions and reports) transfers to the Client. Until payment, the Client has a limited licence to use them.

12.3 The Provider retains all rights in its pre-existing and independently developed tools, methodologies, processes, templates, scripts, know-how and general knowledge ("**Provider Materials**") and grants the Client a non-exclusive, perpetual, non-transferable

licence to use any Provider Materials embedded in the Deliverables as part of those Deliverables.

12.4 Third-party materials (such as stock images, fonts, plugins and software) remain subject to their owners' licence terms, and the Provider shall inform the Client of any relevant restrictions.

12.5 The Client warrants that it holds all rights necessary to give the Provider access to and to use the Client Materials, and that the Client Materials do not infringe the rights of any third party.

12.6 The Provider may identify the Client as a customer in its client list and portfolio. Publication of detailed case studies or performance data requires the Client's prior written approval.

ARTICLE 13—CONFIDENTIALITY

13.1 “**Confidential Information**” means any non-public information (including business, technical, financial and commercial information, analytics data, credentials and strategies) disclosed by one Party (the “**Discloser**”) to the other (the “**Recipient**”) in connection with this Agreement, in any form, that is marked confidential or that a reasonable person would understand to be confidential.

13.2 The Recipient shall: (a) use Confidential Information only to perform or receive the benefit of this Agreement; (b) not disclose it to any third party, except to its employees, contractors and advisers who need to know it and are bound by equivalent confidentiality obligations; and (c) protect it with at least the same care it uses for its own confidential information, and no less than reasonable care.

13.3 Confidential Information does not include information that: is or becomes public without breach of this Agreement; was lawfully known to the Recipient before disclosure; is independently developed by the Recipient; or is lawfully received from a third party without restriction.

13.4 The Recipient may disclose Confidential Information where required by law or a competent authority, provided it gives the Discloser prior notice where lawful and discloses only what is required.

13.5 These obligations continue during the term of this Agreement and for _____ years after its expiry or termination. Upon termination or written request, the Recipient shall return or delete the Confidential Information, except for copies it is required by law to keep or that exist in routine backups.

ARTICLE 14—DATA PROTECTION AND PRIVACY

14.1 Each Party shall comply with the data protection and privacy laws applicable to it in connection with this Agreement.

14.2 The Client remains responsible for its Website users' data. To the extent the Provider processes personal data on the Client's behalf (for example analytics or Search Console data), the Provider shall process it only to perform the Services and on the Client's documented instructions, and shall protect it with appropriate technical and organizational security measures.

14.3 The Provider shall notify the Client without undue delay, and where practicable within 72 hours, after becoming aware of a personal data breach affecting the Client's data.

14.4 The Client is responsible for having a lawful basis, privacy notices and cookie consent on the Website, and for the lawful collection of personal data through the Website's analytics tools.

14.5 Where required by applicable law, the Parties shall enter into a separate data processing agreement.

14.6 Upon termination, the Provider shall delete or return any personal data it holds on the Client's behalf, unless retention is required by law.

ARTICLE 15—THIRD-PARTY TOOLS, ACCOUNTS AND ACCESS

15.1 The Provider may use third-party tools and platforms (such as keyword research, rank tracking, crawling and analytics tools). Unless Schedule B states otherwise, the cost of the Provider's own tool subscriptions is included in the Fees.

15.2 Accounts created for or on behalf of the Client (such as Google Search Console, Google Analytics, Google Tag Manager, Google Business Profile and Bing Webmaster Tools) are owned by the Client, who shall retain owner or administrator rights at all times. The Provider will be granted access only at the permission level necessary to perform the Services.

15.3 The Provider shall keep all credentials confidential, use secure methods to store and share them (for example a password manager and role-based access), and not share them with third parties other than authorized subcontractors. Upon termination, the Provider's access shall be revoked.

15.4 The Provider is not responsible for outages, errors, or changes in the policies, pricing or availability of third-party tools, platforms or Search Engines.

15.5 The Provider may use artificial intelligence tools to assist with research, analysis or drafting, provided that it remains responsible for reviewing, fact-checking and editing all Deliverables, and does not enter the Client's Confidential Information into tools that would make it public or use it to train publicly available models.

ARTICLE 16—WEBSITE CHANGES AND THIRD-PARTY ACTIONS

16.1 The Client acknowledges that SEO performance can be adversely affected by events beyond the Provider's control, including website redesigns or migrations, changes to URL structure, server downtime, slow hosting, security breaches or malware, expired domains or SSL certificates, accidental use of "noindex" or robots.txt blocks, plugin or CMS updates, and changes made by third parties.

16.2 The Provider is not liable for loss of ranking, traffic or revenue resulting from such events, or from the Client's failure to follow the Provider's written recommendations, provided the Provider did not cause the event.

16.3 If the Client plans a redesign or migration, the Parties shall agree in advance, through a Change Request, whether and how the Provider will support the SEO aspects of it (for example redirect mapping and pre- and post-launch checks).

16.4 Website design, development, hosting and maintenance are the Client's responsibility unless expressly included in Schedule A.

ARTICLE 17—WARRANTIES AND DISCLAIMERS

17.1 Each Party warrants that it has full legal capacity, power and authority to enter into and perform this Agreement, and that doing so does not breach any other agreement or law binding on it.

17.2 The Provider warrants that the Services will be performed with reasonable skill and care and that, to the best of its knowledge, Deliverables created by it (excluding Client Materials) will not infringe third-party rights.

17.3 Except as expressly stated in this Agreement, and to the maximum extent permitted by law, the Provider disclaims all other warranties, express or implied, including any warranty regarding results, rankings, traffic, indexing by Search Engines or fitness for a particular purpose.

ARTICLE 18—LIMITATION OF LIABILITY

18.1 Neither Party is liable to the other for indirect, incidental, special or consequential loss, or for loss of profit, revenue, business, goodwill, anticipated savings or data, however arising, even if advised of the possibility of such loss.

18.2 The Provider's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed the total Fees actually paid by the Client under this Agreement during the _____ months immediately preceding the event giving rise to the claim.

18.3 Nothing in this Agreement limits or excludes liability for: fraud or fraudulent misrepresentation; wilful misconduct or gross negligence; death or personal injury; the Client's obligation to pay the Fees; or any liability that cannot be limited or excluded under applicable law.

18.4 Any claim must be notified in writing within _____ months after the claiming Party became aware of the circumstances giving rise to it.

ARTICLE 19—INDEMNIFICATION

19.1 The Client shall indemnify and hold the Provider harmless against third-party claims, losses, damages and reasonable costs (including legal fees) arising from: (a) the Client Materials or Website content, including any infringement of intellectual property rights or violation of law; (b) the Client's breach of this Agreement or applicable law; or (c) actions the Client instructed the Provider to take against the Provider's written advice.

19.2 The Provider shall indemnify and hold the Client harmless against third-party claims arising from: (a) an allegation that Deliverables created by the Provider (excluding Client Materials and content directed by the Client) infringe intellectual property rights; or (b) the Provider's wilful violation of applicable law in performing the Services.

19.3 The indemnified Party shall promptly notify the indemnifying Party of the claim, allow it to control the defence and settlement (provided no settlement admitting fault is made without the indemnified Party's consent), and cooperate reasonably at the indemnifying Party's expense.

ARTICLE 20—TERMINATION

20.1 Either Party may terminate this Agreement for convenience by giving the other Party at least _____ days' prior written notice, provided that no such notice may take effect before the end of a minimum commitment period of _____ months from the Effective Date.

20.2 Either Party may terminate this Agreement immediately by written notice if the other Party: (a) commits a material breach that is not remedied within _____ days of written notice specifying the breach; (b) becomes insolvent or bankrupt, enters liquidation or ceases to carry on business; or (c) engages in unlawful conduct in connection with this Agreement.

20.3 The Provider may terminate this Agreement immediately by written notice if any undisputed invoice remains unpaid _____ days after its due date and a reminder notice has been sent.

20.4 Upon expiry or termination for any reason: (a) the Client shall pay all Fees for Services performed and approved costs incurred up to the termination date, and any Fees due for the notice period; (b) the Provider shall deliver all completed and in-progress Deliverables for which it has been paid, including reports, keyword lists, audits and documentation; (c) each Party shall return or delete Confidential Information in accordance with Article 13; (d) the Provider's access to the Client's accounts and systems shall be revoked; and (e) the Provider shall provide reasonable handover assistance for up to _____ days, at its then-current rates if the assistance is extensive.

20.5 Backlinks, content and other work already published remain in place after termination. The Provider is not responsible for ranking or traffic changes after termination, nor for maintaining or removing such work, unless separately agreed.

20.6 Termination does not affect rights and liabilities accrued before termination. Articles 6 (as to accrued Fees), 10, 12, 13, 14, 18, 19, 22, 26 and 27, and any other provisions which by their nature are intended to survive, remain in force after termination.

ARTICLE 21 — FORCE MAJEURE

21.1 Neither Party is liable for failure or delay in performing its obligations (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, war, terrorism, riots, epidemics, government actions, sanctions or restrictions, power or internet outages, cyber-attacks, or major failures of Search Engines or hosting platforms (“**Force Majeure**”).

21.2 The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the effects and resume performance.

21.3 If Force Majeure continues for more than _____ days, either Party may terminate this Agreement by written notice without liability, except for Fees for Services already performed.

ARTICLE 22 — NON-SOLICITATION

22.1 During the term of this Agreement and for _____ months after it ends, neither Party shall directly or indirectly solicit for employment or engagement any employee or contractor of the other Party who was involved in this Agreement, without that Party's prior written consent. General advertisements not targeted at such persons are not a breach of this clause.

ARTICLE 23—INDEPENDENT CONTRACTOR

23.1 The Provider is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, franchise or employment relationship between the Parties, and neither Party may bind the other.

23.2 This Agreement is non-exclusive. The Provider may provide similar services to other clients, including clients in the Client's industry, provided that it complies with Article 13.

ARTICLE 24—ASSIGNMENT AND SUBCONTRACTING

24.1 Neither Party may assign or transfer its rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, except to a successor in a merger or in a sale of all or substantially all of its business, upon notice to the other Party.

24.2 The Provider may use subcontractors or freelancers (such as writers, developers and designers) to perform part of the Services, provided that it remains fully responsible for their performance and ensures they are bound by confidentiality and intellectual property obligations no less protective than those in this Agreement.

ARTICLE 25—NOTICES

25.1 Notices under this Agreement shall be in writing and sent by email to the address stated in the Parties section (with confirmation of delivery), or by registered post or courier to the address stated there.

25.2 Notices are deemed received: if sent by email, on the next Business Day after sending (unless a delivery failure message is received); if sent by courier or registered post, upon delivery or _____ days after dispatch, whichever is earlier.

25.3 Routine communications (reports, approvals, Change Requests) may be exchanged by email between the designated contacts. Formal notices of breach, termination or non-renewal must comply with the first clause of this Article.

25.4 Either Party may change its notice details by giving notice to the other Party.

ARTICLE 26—GOVERNING LAW AND DISPUTE RESOLUTION

26.1 This Agreement and any non-contractual obligations arising from it are governed by the laws of _____ without regard to its conflict-of-law rules.

26.2 The Parties shall first try to resolve any dispute amicably through good-faith negotiations between senior representatives within 30 days after written notice of the dispute.

26.3 If the dispute is not resolved, it shall be finally settled by (select one): ☐ the competent courts of _____; or ☐ arbitration under the rules of _____ seated in _____ conducted in _____ (language) by _____ arbitrator(s).

26.4 Either Party may seek urgent injunctive or interim relief from any competent court to protect its Confidential Information or intellectual property rights.

26.5 Each Party shall bear its own costs of dispute resolution unless the court or arbitral tribunal decides otherwise.

ARTICLE 27 — GENERAL PROVISIONS

27.1 Entire agreement. This Agreement constitutes the entire agreement between the Parties on its subject matter and supersedes all prior proposals, negotiations and understandings relating to it.

27.2 Amendments. This Agreement may be amended only in writing signed by both Parties, except for Change Requests approved in accordance with Article 4.

27.3 Severability. If any provision is held invalid or unenforceable, the remaining provisions continue in full force, and the Parties shall replace the invalid provision with a valid one that most closely reflects their intent.

27.4 No waiver. A failure or delay in exercising a right does not waive it, and a waiver is effective only if given in writing.

27.5 Language. This Agreement is executed in English and Persian (Farsi). Both versions are equally valid. In the event of any inconsistency or difference in interpretation, the _____ (English / Persian) version shall prevail.

27.6 Counterparts and electronic signature. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

27.7 Third-party rights. No person other than the Parties has any right under this Agreement.

27.8 Headings and costs. Headings are for convenience only and do not affect interpretation. Each Party bears its own costs of negotiating and executing this Agreement.

27.9 Acknowledgement. Each Party confirms that it has read and understood this Agreement and has had the opportunity to obtain independent legal advice before signing.

SIGNATURES

FOR THE PROVIDER

Name: _____

Title: _____

Signature: _____

Date: _____

Company stamp: _____

FOR THE CLIENT

Name: _____

Title: _____

Signature: _____

Date: _____

Company stamp: _____

SCHEDULE A — SCOPE OF SERVICES AND DELIVERABLES

Project details

Website URL(s) / domain(s): _____

Target countries / cities and languages: _____

Business type and main products / services: _____

Initial target Keywords (or attached list): _____

Main competitors: _____

Selected package / plan: _____

Services and Deliverables

A.1 Initial SEO audit. Full technical, on-page, content, backlink and competitor audit with a prioritized action plan, delivered within _____ Business Days of the Start Date.

A.2 Keyword research. Research and clustering of up to _____ Keywords with search-intent mapping, refreshed every _____ months.

A.3 On-Page SEO. Optimization of up to _____ pages per month (titles, meta descriptions, headings, content, internal links, image alt text, structured data).

A.4 Technical SEO. Ongoing monitoring of crawl errors, indexation, site speed, Core Web Vitals, mobile usability, sitemaps and redirects; implementation by: ☐ Provider ☐ Client.

A.5 Content. _____ SEO articles / pages per month of approximately _____ words each. ☐ written by the Provider ☐ supplied by the Client.

A.6 Link building. _____ quality backlinks per month from relevant sources, with a monthly list of acquired links.

A.7 Local SEO (if selected). Google Business Profile optimization, citation building and review management guidance.

A.8 Analytics and tracking. Setup or verification of Google Search Console, Google Analytics and conversion tracking.

A.9 Reporting. Monthly report and review meeting in accordance with Article 9.

A.10 Other services / exclusions. Additional services: _____. Not included unless listed here: website design and development, hosting, paid advertising, social media management.

SCHEDULE B — FEES AND PAYMENT SCHEDULE

B.1 Monthly SEO fee: _____ (currency: _____), excluding taxes.

B.2 One-time set-up / initial audit fee: _____.

B.3 Rate for out-of-scope work: _____ per hour.

B.4 Invoicing schedule: monthly in advance on the _____ day of each month; other: _____.

B.5 Payment terms: within _____ days of invoice date. Payment method / bank details: _____.

B.6 Tools included in the Fees: _____. Pre-approved third-party costs: _____.

B.7 Applicable taxes (VAT / GST / other): _____%.

SCHEDULE C — PERFORMANCE INDICATORS AND REPORTING

The targets below are objectives that guide the work and are not guarantees, in accordance with Article 10.

C.1 Baseline (measured on _____): organic sessions _____; ranking Keywords _____; organic conversions _____.

C.2 Organic traffic: increase of _____% within _____ months compared with the baseline.

C.3 Keyword visibility: _____ target Keywords in the top _____ positions within _____ months.

C.4 Conversions / leads from organic search: _____ per month.

C.5 Technical health: no critical errors in the Website audit within _____ days.

C.6 Backlink profile: _____ new quality referring domains per month.

C.7 Reporting: monthly report due by the _____ day of the month; review meeting every _____; reporting tools: _____.

SCHEDULED — ACCESS AND INFORMATION CHECKLIST

D.1 Google Search Console — Owner / full-user access []

D.2 Google Analytics (GA4) — Editor / Administrator access []

D.3 Google Tag Manager — Publish / Edit access []

D.4 Website CMS (e.g. WordPress) — Administrator / Editor account []

D.5 Hosting / cPanel / FTP (only if the Provider will implement technical changes) []

D.6 Google Business Profile — Manager access []

D.7 Bing Webmaster Tools []

D.8 Brand guidelines, product / service list, target-audience information, competitor list []

Designated contact for the Provider (name / email / phone): _____

Designated contact for the Client (name / email / phone): _____

Preferred communication channels: _____