

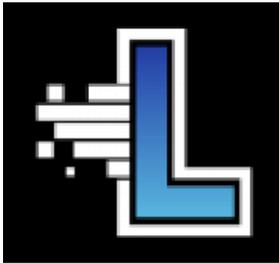
LEXSYS SOLUTIONS LIMITED

Milton Keynes, UK

Email:- seo@lexsysolutions.com

Phone:- +44 1908 597855

Result Based SEO Services proposal & agreement



DATE:

Our Philosophy:

We saw an opportunity in the category of search engine optimization (SEO) providers. There was a strong current of overused buzzwords like “keyword clusters,” “behavior diagnostics” and “search influencers” floating around. Waves of flashy sales presentations made SEO look like black magic. Prices to clients were on the rise while performance and accountability were sinking.

We are a scrappy, hard-working group of people passionate about connecting prospects to your business every day. We are laser-focused on performance. We strive to build trustworthy relationships with each and every client. We keep it simple by doing the work and clearly communicating our process to clients. Accountability and results are our “buzzwords.” And it’s not just lip service. We speak it but we also created a structure for our clients so they could believe it.

That’s why our philosophy is so simple: Page One, Or You Don’t Pay.

Who We Are:

At our core we are a digital advertising agency whose optimization company is relentless about connecting prospects to exactly what they are looking for within your business offering.

- 18+ years digital marketing experience
- 25+ business verticals
- 100,000+ keywords managed monthly & growing every day
- 86% of local keywords are on Page One

Lexsys Solutions Limited

Milton Keynes, UK

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SEO Search Engine Optimization Proposal

Keyword Phrases: Level: Highly Competitive	
Locations: National / Local	
Total Keywords in program: 10 Keywords	
<ol style="list-style-type: none">1. SMB Advertising2. Small Business Advertising3. Digital Advertising Companies4. Display Advertising Companies5. Best Small Business Advertising Companies6. How to advertise my business7. Advertising Agency8. Digital Advertising Agency9. Digital Advertising10. Small Business Marketing	

This Proposal is an integral part of and is hereby incorporated into your Agreement. Any changes to the keywords and phrases, above, must be done in writing, and shall be incorporated into the agreement as if they were a part of the original agreement.

ACKNOWLEDGED: _____ Date: ____/____/____



SEO | Search Engine Optimization

Fee Schedule:

- **Keyword Page Set Up Including:**
 - Page Identification and Separation
 - Keyword Density Analysis
 - URL updates
 - Title Tag Modification
 - CMS Module updates (if applicable)
- **Citation & Link Building Set Up & Kick Off:**
 - Identify Link Building team Member or Team Members
 - Add to Green Banana Proprietary Link Monitoring Application
 - Kick off Link Building initiative
- **Landing Page Creation**
 - Identification, creation & implementation of high converting landing pages on client's site (if applicable)
- **Content Writing***
 - We will create ALL pages of SEO optimized content written by our content writers.
- **Enhanced Google+ Business & Local Pages**
 - Creation of Google+ Business and or Local listing if one does not exist, Add SEO Friendly geo descriptions
- **40 Local Business Listings** – manually create and submit listing to local citations/ directories including yahoo local, yellowbook, citysquare, mojopages, manta, merchant circle, hotfrog & etc.

**As Google's Rank algorithm changes our SEO tactics listed above may change to accommodate without notice; however, our commitment to page one or you don't pay will not change.*

Keyword Pricing For Local (Separate proposal for National campaigns can be provided)

Pricing Tiers	
1 – 10 of Keywords Ranking on Page One on Google	£995 + vat p/mo.
11– 20 of Keywords Ranking on Page One on Google	£1795 + vat p/mo.
21-30 of Keywords Ranking on Page One on Google	£2495 + vat p/mo.
31-40 of Keywords Ranking on Page One on Google	£3195 + vat p/mo.

Setup Fee Pricing – 100% refundable based on Results

A setup fee of £795 + vat ("Setup Fee") will be charged on signing of this agreement.

The Setup Fee is 100% refundable in case Company is not able to rank at least 1 one Keyword on the first Page of Google within the term of the agreement.

This Proposal is an integral part of and is hereby incorporated into your Agreement. Any changes to the keywords and phrases, above, must be done in writing, and shall be incorporated into the agreement as if they were a part of the original agreement. ACKNOWLEDGED: _____ Date: ___/___/___

Service Agreement:

This SEO Services Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between CLIENT BUSINESS NAME a _____ corporation, with its principal place of business at CLIENT ADDRESS, (“Client”) and Lexsys Solutions Limited, a company, with its principal place of business at 3 Braunston, Milton Keynes UK, MK6 3AT , and its contracted 3rd party provider needed to deliver the services (“Company”). As context requires, Client and Company may be referred to in this Agreement individually as a “party” and collectively as “parties.”

Client Obligations:

- The Initial Set-up Fee must accompany this agreement. The SEO Set up fee is fully earned by Company when received and is **refundable** only if Company fails to achieve page one rankings within the terms of the agreement.
- The Client shall appoint one internal contact person (the “Contact”), identified at the end of this agreement, who will serve as the final decision maker and be authorized to provide timely approval, in writing, for all required sign-off stages.

The Contact will be available for consultation with the Company project team members, as needed, during normal business hours. The Sign-off Stages will be:

A. Final Keyword/phrase Approval – keywords and phrase in the proposal must be approved in writing within 10 business days of the execution of the Service Agreement.

B. Keyword/phrase Integrated Content– Client must provide Company with content integrating the final approved key phrases (the “SEO Content”) for the website within 45 days of Keyword/phrase Approval.

C. “Go Live” Date – Company will upload and/or populate Client’s web pages with Client approved SEO Content. Client must indicate timely approval, in writing or via email, of the website/web pages, which shall include the approved SEO Content, as they appear prior to the site “going” live on the internet.

- Client will provide all the additional text and graphical images (the “Graphical Content”), for use in Client’s website.
- FTP or Admin Access:
 - Client must provide Company with full FTP or Admin access to client website. Removal of or restriction of access may relieve Company of its obligation under this agreement (recommended); or
 - If Client cannot will not provide Company with Full FTP/Admin access, Company will provide client with instructions how to populate Client’s website with SEO Content. the event that Company does not have FTP/Admin access, the “Go Live” date shall be the date that the Company reviews the Client’s site for accuracy/errors.

Content Delivery and Acceptance:

Client will receive an email from Company within two (2) weeks of the delivery by Client to Company of this Agreement and the Initial Set-Up Fee (the “Kick Off Email”) with instructions to Client regarding items necessary for Company to begin work on and implement the SEO services

contemplated herein including but not limited to SEO Content, Graphical Content, Final Keyword/Phrase Approval and other such items that Company, in its sole discretion deems necessary to begin work (the "Required Items"). The Required Items shall be listed in the Kick Off Email. There will be a forty-five (45) day initial set up period during which you will provide Company the Required Items (the "Set Up Period"). It is solely your responsibility to provide the Required Items to Company in a timely manner.

CLIENT HAS READ AND UNDERSTANDS THIS WARRANTY AND INDEMNIFICATION. INITIAL: _____

Service Agreement:

- Company will assist you determining the keywords and keyword phrases people are using to identify or find your services. *However, final selection and approval of the keywords and key phrases will be Client's responsibility.*
- Company will modify the content of Client's website to the extent necessary to incorporate the keywords and/or phrases exactly as they appear in the Final Key Phrase Approval.
- Company reserves the right to refuse to perform any "black hat" actions, as determined/defined by current industry standards. Black hat actions include any SEO actions which are considered within the industry to be misleading, unfair, deceptive or otherwise unacceptable.
- Company will manually check the page ranking for each of your keywords or key phrases, exactly as listed in the Final Approval, once monthly, and provide these results with each invoice. Client will be billed only for those key phrases ranking Client's site on page one of Google, according to the Fee Schedule in the Proposal.
- Company may, at its discretion and with no prior notice to the Client, use a third party billing company to process its client accounts, provided that all fees and costs associated therewith shall be paid by Company and that said third-party agrees in advance to keep confidential any of Client's proprietary, confidential or trade secret information provided to it by Company.
- Company may employ third-party service providers at no additional cost to the Client to deliver the Services.
- Company will be working with GreenBanana SEO®, a 3rd party SEO service provider, to deliver the Services. Client will regard Company and GreenBanana SEO® as one team in regard to providing the Services.
- Our Search Engine Methods may add keywords to the body of your website page(s). This may change the way text on your page reads. For Example – If you choose "Boston Product Design" as one of your keywords, Company must list the exact phrase "Boston Product Design" in the body of your page. Company cannot substitute "Boston Product Design" with "Product Design Company North of Boston". Company may not achieve page one ranking if Company does not use the exact keyword or phrase on your web page(s).
- Company may add landing pages to your website. These will all be linked on your sitemap.

Exclusions:

- This proposal does not include Google, Yahoo or other third party pay- per-click or monthly cost, if applicable. Company will not employ the use of third party pay-per-click campaigns or services without the express direction of the Client. Should client desire to utilize any pay-per-click service(s)

offered by third parties, Client shall be solely responsible for the costs associated with such programs, as assessed by the third-party provider. Company shall not be responsible for any such third party costs and makes no warranty as to the price or performance of such third party services.

CLIENT HAS READ AND UNDERSTANDS THIS WARRANTY AND INDEMNIFICATION. INITIAL: _____

Term and Payment:

- This agreement is for twelve (12) months (the Initial Term), beginning on the Go Live Date.
- This agreement can be terminated by the Client if Company has failed to achieve page one ranking for at least 2 keyword-phrases as detailed in this agreement within 6 months from the Effective Date.
- The Initial Set-up Fee must accompany this agreement. The Setup fee is fully earned by Company when received and is **refundable** only if the clients achieves 0 (no) page one rankings within the 12 months term of the agreement.
- Client will be invoiced once a month, beginning on the first full billing cycle after execution of this agreement.
- On execution of this agreement, Client will provide the Client's Credit Card details information.
- Credit card payments are processed usually on first week of the month for the previous month. However, this cycle might change from time to time.
- For Services rendered to the Client in the sum of £2500 or more per month, Client will be able to pay via bank transfer instead of Debit Card / Credit Card. Payment is due, in full, within thirty (30) days of the date of the invoice.
- Late payments, checks returned for insufficient funds and declined credit card payments will incur a eight percent (8%) interest penalty, computed monthly, or the maximum allowable penalty under UK law, whichever is less. The minimum monthly penalty shall be £25.00, plus any bank fees Company may incur.
- Termination:
 - This agreement may not be terminated, by either party, at any time during the initial twelve (12) months of the term, except that Company may terminate:
 - If Client fails to make full payment, when due, on any invoice;
 - If Client fails to provide SEO Content within 45 days of the Final Keyword/Key Phrase Approval; or
 - If Client fails to provide timely Go-Live Date Approval.
 - This agreement can be terminated by the Client if Company has failed to achieve page one ranking for at least 2 keyword-phrases as detailed in this agreement within 6 months from the Effective Date.
 - This agreement may be terminated by either party, after the Initial Term, for any reason, with 30 days notice. Notice may be given via confirmed receipt electronic mail, facsimile or via certified UK mail.

Warranties and Indemnification:

- *Client represents and warrants that it owns or otherwise has the right to use the provided SEO Content and Graphical Content and that the SEO Content and Graphical Content do not violate the privacy rights, publicity rights, copyrights, agreement rights or any other rights of any person (collectively the "Rights"). Client agrees to indemnify, defend and hold Company and our affiliates and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable legal fees) incurred by the Indemnified Parties in connection with any claims by a third party that the Content violates its Rights.*

CLIENT HAS READ AND UNDERSTANDS THIS WARRANTY AND INDEMNIFICATION. INITIAL: _____

- EXCEPT AS EXPRESSLY PROVIDED IN THE PROPOSAL COMPANY MAKE NO REPRESENTATIONS, WARRANTIES, GUARANTEES TO YOU OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING WITH OUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING THE FUNCTIONALITY, PERFORMANCE, OR RESULTS OF ANY LINKED SITES, ANY WEBSITE CONTENT COMPANY PROVIDE FOR YOU, ANY KEYWORDS OR PHRASES YOU APPROVE, OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT.

CLIENT HAS READ AND UNDERSTANDS THIS WARRANTY AND INDEMNIFICATION. INITIAL: _____

- *Company does not guarantee any volume of website traffic or any number of leads or phone calls. Company only guarantees page one placement on Google of the approved keywords and key phrases, as listed in the Final Key Phrase Approval. This guarantee is solely limited to our compensation: Company are only compensated for keywords and phrases which appear on page one of Google.*

CLIENT HAS READ AND UNDERSTANDS THIS WARRANTY AND INDEMNIFICATION. INITIAL: _____

- **Site Release Policy:** Once the site "goes live" and is under control of the Client, Company is not responsible for the website, its content or its functionality. Client assumes full responsibility for the site after it goes live.

Miscellaneous:

- **Exclusive Remedy:** If Company breaches its obligation(s) under this Service Agreement, Company will make commercially reasonable efforts to fulfill its obligations. However, since Company is not entitled to any compensation unless Company obtains page one ranking on Google for Client's keywords and/or phrases Client's exclusive remedy is as follows:
 - During the initial term, an extension of this agreement equal to the length of time that Company was in breach, or

- After the initial term, Client may terminate this agreement immediately, upon written notice.
- Recovery of any monetary damages by Client is limited exclusively to only the actual amount paid by Client under this Agreement.
- **Liquidated Damages:** Due to the nature of its service, and the fact that Company can only effectively serve up to two clients per keyword/key phrase, Company is limited in its ability to engage new clients seeking identical key phrases. As such, Company will suffer incalculable damages in lost potential revenue in the event of a default by Client. Therefore, in the event that Client defaults under this Service Agreement, Company shall be entitled to, in addition to any other remedies at law, liquidated damages which shall be calculated at 50% of the maximum monthly fee for the Final Approved Key Phrases for six (6) months.
- **Force Majeure:** In no way shall Company have any liability or be deemed to be in breach of this Agreement for any failure or delay of performance resulting from any government action, fire, flood, or other natural disaster, power failure, riot, embargo, strikes, terrorist act, network failure, changes by Google of its search algorithm or any other changes to Google's functionality, or failures or problems with Client's web hosting company which adversely affect the SEO service provided under this agreement.
- **Waiver.** The waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.
- **Entire Agreement:** This agreement constitutes the entire agreement between us and you, and supersedes any prior written agreements and any prior or contemporaneous oral agreements between you and us. Any changes or modifications to this agreement must be done so in writing and signed by both parties.
- **Choice of Law and Venue:** This agreement shall be governed by and construed under the laws of the UK. Any action or proceeding brought by you under or related to this Agreement shall be done so in a UK court, and you hereby consent to personal jurisdiction in such courts, waiving any claim of forum non convenience.

CLIENT HAS READ AND UNDERSTANDS THIS WARRANTY AND INDEMNIFICATION. INITIAL: _____

Signatures:

The following person has been designated by the Client as has having the authority and ability to make decisions for the Client under this agreement and provide approval as needed.

Contact Person /Decision Maker

Print Name: _____

Title: _____

Email: _____ Phone: _____

I have read and approved the Proposal and the Agreement, and agree to be bound by its terms. I understand that the Initial Set-up Fee accompanying this Agreement is non-refundable once work begins.

CLIENT

BY: _____ Date: _____

Print Name: _____

Title: _____

COMPANY

BY: _____ Date: _____

Lexsys Solutions Limited
3 Braunston
Milton Keynes
UK MK6 3AT
Phone:- 01908 597855
Email: seo@lexsysolutions.com



VALID CREDIT CARD IS MANDATORY

Card number: Circle One:   

Expiration date: / CVC:
mm yyyy

First Name:

Last Name:

Country:

Address:

City/Town:

State:

Zip:

Phone number:

This card will be used for Set Up Fee & Monthly Billing

Signature: _____

Date: _____
day month year



Timeline from Onboarding to Seeing Results

To align expectations of timeline in regard to onboarding, SEO campaign launch, services rendered and expected results, we provide the following timeline (“Work Timeline”).

The Client understand that this Timeline is depended on the Client meeting the Client’s Responsibilities as detailed in this agreement. Furthermore, the Client understands that the Timeline is based on past work benchmark and that the Client’s specific timeline may vary.

- **Onboarding** - Singing agreement, providing payment details. Providing access to the site admin (“Onboarding”)
- **Confirming information** - Within 4 days of Onboarding, the client will receive an Email Confirmation from the Company, confirming the keyword phrases, admin/ftp access, website, and requesting Google My Business (GMB) and Google Analytics login info (if any)
 - *If Client doesn't have a GMB or Google Analytics - Company will create it for the Client and communicate with the Client what the Client needs to do to activate there services (There is no cost associated with GMB or Google Analytics).*
- **Launching SEO Campaign** - Within 3 days of receiving a REPLY EMIAL from the Client CONFIRMING the details in the EMAIL CONFIRMATION and providing the GMB and Google Analytics access information, the Client will receive an email that the SEO campaign has been launched (“Campaign Launch Date”).
- **Reporting** - 20 After Campaign Launch Date, Company will provide the Client with the reporting Dashboard, via which the Client can review the ranking progress in real-time as well as receive monthly reports.
- **Seeing Results** – Client should expect seeing their first keyword-phrases ranked within 2 months. That said, Client should take into consideration initial ranking can be as early as 2-3 weeks from Campaign Launch Date, or later than 2 months.