



MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement** ("Agreement") is made this May 4, 2007 by and among:

AS IS BIZ, INC a registered company in the State of Delaware, with office address at **3023 NORTH CLARK STREET #318, CHICAGO, IL 60657-5200 COOK COUNTY, USA** and represented herein by its **Founder: MR. MATTHEW LAIRD ACRED** (hereinafter referred to as "**AS IS BIZ**"; and

CALL CENTER NAME, a registered company in **COUNTRY** with offices at the following address: **ADDRESS** and represented herein by **NAME** (hereinafter referred to as "**CALL CENTER NAME**"); and

DUTY AND RESPONSIBILITIES OF THE CONCERNED PARTIES:

AS IS BIZ provides the following product to the Call Center Name:

1. **Search Engine Optimization (SEO)** for its perspective clients.
2. Provide all SEO campaign details via download immediately after the signing of the MOA.
3. Register and Host a Branded SEO Website for the SEO Campaign.

AS IS BIZ SEO Working Procedures for the Call Center Name's SEO clients:

- Gives the SEO clients the knowledge to generate their own keywords and phrases.
- Helps the SEO clients to design their webpage according to their wants and needs.
- Designs and generate optimized keyword web pages for the SEO clients.
- Manages and maintains all new website domain names and web hosting's.
- Manages and maintains all website submissions to the search engines.
- Manages and maintains all accounting and collections from the SEO clients.
- Auto-submits the websites to over 1,000 search engine directories.
- Updates the client's via email regularly regarding the process of our SEO work.
- Provide complete targeted databases by product/service, location and type of buyer/seller free of charge to the call center.

CALL CENTER NAME provides the following responsibilities to **AS IS BIZ**:

- Provides a minimum of 10 Call Center Agents for the Lead Generation SEO Campaign.
- Arranges for a 1-800 toll free/USA PHONE to ring back in their call center that is solely dedicated for **AS IS BIZ SERVICES** and for client callbacks.
- Gives online access to track the progress of each Call Center Agents Daily Performance.
- Records all agent conversations and emails **AS IS BIZ** all of positive leads and close sales.
- Emails **AS IS BIZ** at the end of each workday all encoded and leads database updates.

HOURLY RATE PAYMENTS: **Call Center Name** shall be entitled to a fixed hourly rate with each agent achieving a minimum **SPD**. Any agent not performing the minimum SPD standard below, then there will be no payment made for that agent for the day. (NOTE: All leads will be closed by AS IS BIZ.)

Hourly Rate	Price/Keyword	Daily Payout w/2 SPD	Daily Payout w/1 SPD	Daily Payout w/.5 SPD	Daily Payout w/.2 SPD
\$10.00	US\$4	\$140.00	\$70.00	\$35.00	\$14.00
\$15.00	US\$8	\$210.00	\$105.00	\$52.50	\$21.00
\$20.00	US\$12	\$280.00	\$140.00	\$70.00	\$28.00
\$25.00	US\$16	\$350.00	\$175.00	\$87.50	\$35.00
\$30.00	US\$20	\$420.00	\$210.00	\$105.00	\$42.00



PAYMENT AND SETTLEMENT CONDITIONS:

1. All received paid orders are paid out on a weekly basis commencing on the close of the second week of dialing. All closed business from Saturday to Friday will be paid on or before the following Friday consecutively.
2. **AS IS BIZ** will collect monthly SEO Service fees from SEO clients through a Pay Pal Merchant account or through a dedicated on-line Merchant account provided by **AS IS BIZ**.
3. **Call Center Name** shall strictly follow the SEO Service Packages pricing structure as specified under the attached **Annex B**.
4. **AS IS BIZ** reserves the right to change, at its sole discretion, the pricing structure of its SEO business. If and when such changes occur notification will be sent in writing to the Directors of **Call Center Name**. **Call Center Name** will then have the right to consider the price adjustments and if they find the changes unacceptable, then they have the right to terminate this agreement within (1) one month's written notice.
5. **AS IS BIZ** will pay a commission of 5% for the first 6 months directly to the **Call Center Associate Channel Partner(s)**, from the Gross Sales generated by **Call Center Name** less set up costs, to any successful call center introduction.

TERMS AND CONDITIONS

1. **Call Center Name** commits to dialing for a minimum of two months (40 days). If they cancel for any reason beforehand, then they will pay **AS IS BIZ** a nominal cancellation fee of US\$5,000.
2. **Call Center Name** agrees to produce a minimum of (10) ten new sales at any given time, otherwise **AS IS BIZ** has the full right to terminate this agreement at any time and request for the cancellation fee to be paid in full.
3. The **Call Center Associate Channel Partner(s)** of **AS IS BIZ** agree to not ask for any additional commissions, or incentives from **Call Center Name** or from any 3rd party person/s, and the Introduced party further agrees to report back to **AS IS BIZ** in writing of such breaches from the said **Call Center Associate Channel Partner**.

SEO PRODUCT TRAINING

AS IS BIZ will provide professional SEO product training sessions live, covering extensively the following topics: "**How to Sell Anything to Anyone**" and "**How to Sell SEO**", and "**How to Do KEYWORD RESEARCH and DATABASE ENCODING**".

1. Agents of **Call Center Name** will be given three 8-hour days of SEO Product Trainings within 7-14 days after this agreement is signed. The Training Fee is US\$3,000, which is 100% deductible after **AS IS BIZ** collects the first US\$6,000 in client service fees, exclusive of the set up costs.
2. **Call Center Name** needs to organize for the following items: training room, video-conferencing equipment, internet access, LCD screen, and Microphone.
3. **Call Center Name** will be solely responsible for arranging and covering all local travel, food, and full hotel expenses (1 deluxe double room) for (2) two trainers.
4. **Call Center Name** will arrange for a minimum of 4-Star accommodation for **AS IS BIZ** Trainers during the training and setup period required to launch the campaign. And are required to sign a MOA with the hotel at the time of check-in stating: "*that they will be solely responsible for settling of the entire hotel bill (account) for the mutually agreed upon duration of such undertakings*".



BANK ACCOUNT DETAILS

THE BANK OF AMERICA
4100 CHINO HILLS, CA 91709-2611
ACCOUNT NAME: MATTHEW LAIRD ACRED
ACCOUNT NO: 12021-10221
SWIFT CODE: BOFAUS 6S
ROUTING NO: 121 000 358

EXCLUSIVITY

During the affectivity of this Agreement, **Call Center Name** shall market & utilize exclusively the **AS IS BIZ SERVICES** as its provider of Search Engine Optimization in your country, including, but not limited to any other related Internet Marketing services. This exclusivity shall be in effect within a period of three (3) years after the termination of this Agreement as may be initiated by either party as specified in this Agreement. **Call Center Name** will work exclusively with **AS IS BIZ** for a period of at least three (3) years from the affectivity of this Agreement to develop the branding agreed upon by the Parties, and agrees not to solicit, nor to engage any other SEO provider for a period of at least three (3) years from the affectivity of this Agreement.

CONFIDENTIALITY

Each party agrees to ensure that all information given such as; operating manuals and procedures, strategies, presentation's and reporting materials including software applications, are securely stored and maintained and are not revealed to any external persons or organizations other than for purposes of marketing **AS IS BIZ** Services. Each party agrees to do everything in its power respect and honor the confidential information given. All information, whether in oral or written form (including, computer software and data) will remain the property of the issuing party. Any information that may be provided by both either party required under this Agreement will not be revealed to any other parties, entities or organizations outside this agreement and all such information shall be treated as "Confidential and Private".

GOVERNING LAW AND SUIT VENUE

The Agreement is entered into under the ICC rules and regulations and the laws of The United States of America. Both Parties hereby agree to submit to the exclusive jurisdiction of the competent court depending upon which jurisdiction is called upon, if any resulting legal action or suit arises out of this Agreement.

RELATIONSHIP OF PARTIES

This Agreement does not constitute a joint venture, partnership or other undertaking between the Parties that is not expressly defined or agreed upon in this Agreement. **AS IS BIZ** and **Call Center Name** are each an independent company and its employees shall not be deemed employees of **AS IS BIZ** and vice versa. As such, neither Party shall be liable for the debts, litigations, or liabilities of the other Party. No Party shall have the authority expressed or implied to make any representations on behalf of the other Party except, as provided in this Agreement.



AFFECTIVITY AND ENTIRE AGREEMENT

This Agreement shall be effective on the date of signing by the authorized representative of both parties. There is no cancellation of the pilot test period of 40 days of dialing, Monday to Friday for 8 weeks. The Agreement shall have a term of three (3) years from the affectivity date and shall be automatically renewed each succeeding year, for a period of three (3) years. This Agreement may be cancelled by a written notice of 3 months (or 90 days) in advance from the cancellation date by either Party. Neither Party shall terminate this Agreement without cause, unless agreed upon by the other Party.

Notwithstanding the above, the applicable terms of this Agreement relating to work being performed by **AS IS BIZ** for any SEO clients, third party resellers, or third party sub-licensors referred by **AS IS BIZ** and/or **Call Center Name** shall survive the termination of this Agreement. Upon termination of this Agreement between **AS IS BIZ** and **Call Center Name** all existing clients still under contract with **AS IS BIZ** or its affiliates using **AS IS BIZ Services** will become the sole property of **AS IS BIZ**.

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, and or agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only in writing by the signed Parties. IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first written above in the City of Manila Philippines.

By: AS IS BIZ, Inc.

By: Call Center Name

MATTHEW LAIRD ACRED

Annex A - Call Center Name CONFIDENTIALITY AGREEMENT

Confidentiality - For this purpose, Confidential Information means information that is not generally available to the public, including without limitation, this Agreement, customer and subscriber information, the parties' facilities, projects and plans. All officers, technical staff, and affiliate agent agents of **Call Center Name** involved in the process of marketing and fulfillment of **AS IS BIZ SERVICES** to clients agree not to disclose to any external persons or organizations and other third parties, any Confidential Information, whether in oral or written form, during and after termination of their employment with **Call Center Name**.

Annex B – PRICING STRUCTURE for Call Center Name

Hourly Rate	Min. Selling Price/ 10 Keywords *	Daily Payout w/1 SPD
\$10.00	\$40	\$70.00
\$15.00	\$80	\$105.00
\$20.00	\$120	\$140.00
\$25.00	\$160	\$175.00
\$30.00	\$200	\$210.00

There is a US\$30 additional set up fee for each sale to cover the operational costs of AS IS BIZ for the new web hosting and domain name registration for each SEO account.