

SEO RESELLER AGREEMENT

DATE:

AGREEMENT #: SEO-RA-DATE-ABC

1. PARTIES TO THE AGREEMENT

- A. **AS IS BIZ, Inc. (AS IS BIZ)** of **3023 North Clark Street #318, Chicago, IL 60657-5200 Cook County USA**, is a duly organized company in the Philippines, hereinafter to be referred to as "**AS IS BIZ**". They are the developers and producers of **Search Engine Optimization** services, hereafter referred to as "**SEO Services**".
- B. "**COMPANY NAME**" of **Company Address** is a duly organized company in the Philippines, hereinafter to be referred to as "**COMPANY NAME**". It is an appointed **RESELLER** of **AS IS BIZ's** "**SEO Services**" under this said agreement.

2. RESPONSIBILITIES OF BOTH PARTIES

- A. **AS IS BIZ's RESPONSIBILITY** - **AS IS BIZ** will provide the complete SEO services in a timely manner and within the agreed budgets of **COMPANY NAME's** referred clients, including the following responsibilities:
- Preparation and Signing of **COMPANY NAME's** client SEO Service Agreements
 - Development of keyword research from on-line users and competitor websites
 - Creation of optimized web pages for each keyword phrase ordered
 - Uploading of all keyword pages to the clients' FTP host server
 - Search Engine Submission of all keyword pages to the Top-20 search engines
 - Monthly keyword visibility reports verifying each Top-20 Keyword Ranking
 - Monthly collection from **COMPANY NAME's** client Service Fees
 - Collect all design materials from **COMPANY NAME's** clients directly
 - Manage all **COMPANY NAME's** clients Web hosting and FTP access
- B. **COMPANY NAME's RESPONSIBILITY** - **COMPANY NAME**, as an appointed **RESELLER** of **AS IS BIZ's** SEO Services, will provide the following:
- Facilitate organizing its internal staff for sales training by **AS IS BIZ**.
 - Detailed brief, copied to **AS IS BIZ**, of each of interested client's company name, contact person, address, telephone & fax numbers, email address, website URL.
 - Short list of the most important core keyword phrases that best define the main business focus of the potential client.
 - Clearly explain, to the best of the ability of **COMPANY NAME**, the service packages terms and conditions to its clients of **AS IS BIZ's** SEO services.

3. PRICING – SEO SERVICE PACKAGES

- A. **AS IS BIZ** will provide **COMPANY NAME** its current framework for pricing for products/services rendered that is already inclusive of VAT (Value Added Tax). This pricing framework is the exact same set of guidelines as utilized by **AS IS BIZ** to its own clients. Based on **AS IS BIZ's** Pricing Structure, **COMPANY NAME** will receive a **RESELLER's Gross Margin equivalent to Twenty Percent (20%)**.
- B. **COMPANY NAME** is required to strictly follow the pricing structure of **AS IS BIZ** in order to standardize the industry pricing and to achieve the maximum **RESELLER**. Any deviation from the pricing structure shall be subject to **AS IS BIZ's** written approval prior to disclosing to and **COMPANY NAME's** client.

PRICING STRUCTURE for **COMPANY NAME**

# of Keyword Optimized Pages	Price per Optimized Keyword Page	One-Time only Set-up Fee
10-50	\$2.50	\$25

Clients of may elect to subscribe to monthly Keyword Visibility reports to be upload to the website for a nominal fee of US\$1 per keyword.

- C. Any discounts or rebates that will arise from **COMPANY NAME's** negotiations with its clients will result in a parallel reduction in the **RESELLER's** gross margin (i.e., equal to the discount/rebate levels provided by **COMPANY NAME** to its clients).
- D. **AS IS BIZ** will invoice and collect all payments all the clients directly. **AS IS BIZ** will transfer the corresponding commission to the **RESELLER COMPANY NAME** monthly on or before the 7th day of the following month.
- E. **COMPANY NAME** shall, for the duration and subsequent renewal of this Agreement, enjoy the **RESELLER's** margins for their clients who have directly re-ordered **AS IS BIZ's** SEO service agreement.

4. APPOINTMENT OF ASSOCIATE RESELLER(s)

- A. **COMPANY NAME** may elect to appoint an ASSOCIATE RESELLER (i.e., external 3rd party dealers or sub-dealers) of **AS IS BIZ's** services only with the written approval from signing up with **AS IS BIZ** directly. It is expressly understood that any margins that an ASSOCIATE RESELLER shall enjoy shall come out from **COMPANY NAME's** Margin. The manner and amount of margin sharing shall be the sole discretion of **COMPANY NAME**.

- B. In the eventuality that **COMPANY NAME** and **AS IS BIZ** mutually decide not renew this Agreement, any ASSOCIATE RESELLER(s) that have signed up through **COMPANY NAME**, and who has pending projects with **AS IS BIZ**, shall no longer be credited to **COMPANY NAME**. Any subsequent new projects shall be credited in full to the ASSOCIATE RESELLER. Furthermore, when ASSOCIATE RESELLER decides to renew their Agreement, it shall officially reflect that of a RESELLER with full RESELLER's margins.

5. RESTRICTIONS

- A. **AS IS BIZ** will not approach any existing or specified target clients of **COMPANY NAME** RESELLER(s)/ ASSOCIATE RESELLER(s) at any time during the duration of this agreement. If this restriction is unknowingly breached, **AS IS BIZ** will arrange to transfer the client to RESELLER(s)/ ASSOCIATE RESELLER(s) without any direct cost recovery and to be agreed to by both parties.
- B. It is the strict policy of **AS IS BIZ** to maintain the independence between the Sales Managers of **AS IS BIZ** and **COMPANY NAME** Reseller(s), thus combination of commission claimed by both parties at the expense of the **AS IS BIZ** is not allowed. In any exceptional event, where there was an actual joint effort in closing the end client after the uncontested proof, **AS IS BIZ** and **COMPANY NAME** should share the Reseller(s) commission in accordance with this agreement.

6. QUALITY CONTROL

Upon prior notice to **COMPANY NAME**, **AS IS BIZ** may interface directly with any client expressing clear dissatisfaction with the representation of **COMPANY NAME** regarding **AS IS BIZ's** SEO services. Both parties agree that any remuneration and direct cost recovery will solely be handled by **COMPANY NAME**. **AS IS BIZ** will advise **COMPANY NAME** of any client problem(s) prior to initiating corrective action.

7. SERVICE SUPPORT

- A. **AS IS BIZ** will provide, free of charge, a one day SEO sales training session for any internal sales support staff of **COMPANY NAME**. Dates will be mutually set by both parties. **AS IS BIZ** will provide the necessary SEO sales presentation materials, scripted selling tools, SEO FAQ's to **COMPANY NAME's** management and sales staff.

8. REPORTING

- A. **AS IS BIZ** will deliver monthly Search Engine Keyword Visibility Analysis Reports for **COMPANY NAME's** clients, which will include Top-20 keyword effectiveness across the Top-20 major Search Engines. This monthly report is essential for invoicing the clients of **COMPANY NAME**.

- B. **AS IS BIZ** will liaise directly with **COMPANY NAME's** clients on a monthly basis and present the Visibility Reports directly, with weaknesses and successes discussed.

9. EXCLUSIVITY

- A. **COMPANY NAME** agrees to utilize only the SEO services of **AS IS BIZ** as its provider of Search Engine Optimization and any other related Internet Marketing services. The exclusivity clause shall stay in effect for the period of three (3) years after the termination of this agreement.
- B. **AS IS BIZ** agrees not to approach directly or indirectly any of the client-base and intended sales targets of **COMPANY NAME** at any time during the validity of this agreement, unless **COMPANY NAME** specifically asks **AS IS BIZ** to intervene.
- C. **COMPANY NAME** agrees not to approach directly or indirectly any of the client-base and intended sales targets of **AS IS BIZ** during the validity of this agreement, unless **AS IS BIZ** specifically asks **COMPANY NAME** to intervene.

10. CONFIDENTIALITY

- A. **COMPANY NAME** will ensure that all information, manuals operating procedures, strategy, presentation and reporting materials and software and software applications are securely stored and maintained and are not revealed to any external persons or organizations other than for purposes of marketing the SEO services of **AS IS BIZ**.
- B. **COMPANY NAME** agrees that any marketing materials and website databases provided by **AS IS BIZ** containing its information is the exclusive property of **AS IS BIZ**. The same is intended only for viewing purposes by **COMPANY NAME** and for any of its prospective clients, except for the content of Marketing Materials, Agreements and Prices, Marketing Articles and Logos. Unauthorized reproduction or distribution of any portion of the information may result in severe civil and criminal penalties and will be prosecuted to the maximum extent possible under the Civil laws of the USA.
- C. **COMPANY NAME** will use not less than the same standard of care that it applies to its own confidential information to ensure that all information, whether in oral or written form (including, without limitation, information in computer software or held in electronic storage media) that may be provided by **AS IS BIZ** as required of it under this Agreement such as, but not limited to, **AS IS BIZ's** company profile, or that of **AS IS BIZ's** own clients, are securely stored and maintained and are not revealed to any external persons or organizations and other third parties or entities and that all such information shall be treated as "Confidential Information".

D. COMPANY NAME agrees that, in the event of a breach or threatened breach by it of any provision on this Agreement, **AS IS BIZ** shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. **COMPANY NAME** further acknowledges that Information is valuable and unique and that disclosure will result in irreparable injury to **AS IS BIZ**. In the event **COMPANY NAME** discloses, disseminates, or releases in an unauthorized manner any Confidential Information received from **AS IS BIZ**, the latter may refuse to provide any further information. This Confidentiality shall remain in effect for a period of three (3) years after the termination of this agreement unless otherwise agreed to in writing by both the parties.

11. INDEMNIFICATION

A. COMPANY NAME shall indemnify, defend, and hold harmless **AS IS BIZ** and its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from any and all claim, damages and expenses whatsoever (including reasonable attorney's fees) arising on account of or in connection with **AS IS BIZ's** use, in whole or in part, and/ or reselling of **AS IS BIZ's** SEO services subject matter of this Agreement, or the use by **COMPANY NAME's** own client's said services, including but not limited to: (a) claims for libel, slander, invasion of privacy; (b) claims for infringement of copyright arising from the services or from the use thereof; (c) claims arising from any failure, breakdown, interruption or deterioration of the services resold by **AS IS BIZ** to its own client/subscribers or end users.

12. AGREEMENT PERIOD & TERMINATION NOTICE

A. This agreement will be effective starting from the signing date and will be subject to review by **AS IS BIZ Inc.** every 12 months each subsequent year. Both parties may suggest canceling this agreement subject to a minimum of 3 months written notification from either party, based on any reason, based on evidence, which may include any of the following:

- Lack of on-going sales revenue – under performance (minimum targets to be set later)
- Lack of transparency with clients – withholding client information
- Gross non-adherence to pricing structure – selling over our suggested retail pricing
- Poor customer service
- Breach of security – all of **AS IS BIZ's** services and material are strictly confidential

13. NON-TRANSFERABILITY

A. Both parties may not assign, transfer, or convey their respective rights in this said Agreement, nor any benefits arising there from without first obtaining the written consent of the other party, of which consent shall not be unreasonably withheld.

14. Settlement of Disputes

A. The Parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Reseller Agreement. Notwithstanding such efforts, all disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, provided, however, that nothing herein shall restrict the Parties from:

1) seeking temporary injunctive relief in a court of competent jurisdiction in order to protect themselves from irreparable harm or,

2) filing a criminal complaint with the appropriate authorities should circumstances allow such action.

B. Any arbitration award shall be final, and judgment thereon may be entered in any court of competent jurisdiction. The venue of the arbitration shall be at the International Court in the Hague.

15. Governing Laws

A. Interpretation of this agreement will be governed by the International laws. Both parties understand fully their responsibilities and obligations by the signing of this Agreement below.

<hr/> <hr/> AS IS BIZ, INC. <hr/> <hr/>	<hr/> <hr/> Client Authorized Representative <hr/> <hr/>
<hr/> <hr/> SIGNATURE OVER PRINTED NAME <hr/> <hr/>	<hr/> <hr/> SIGNATURE OVER PRINTED NAME <hr/> <hr/>
<hr/> <hr/> Date <hr/> <hr/>	<hr/> <hr/> Date <hr/> <hr/>