

1st on the List Promotion Inc. Search Engine Optimization Agreement

Article 1 Commencement Date

THIS AGREEMENT is to commence upon the date as indicated within the signed agreement page found attached to the quote.

Article 2 Description Of Parties

BETWEEN:

1st on the List Promotion Inc., whose address is:
201-33119 South Fraser Way, Abbotsford, BC, V2S 2B1, Canada,
hereinafter referred to as the "Provider"

AND:

The Purchaser with Company Name and Address as indicated within the signed agreement page found attached to the quote; hereinafter referred to as the "Purchaser."

Article 3 Recitals

WHEREAS the Provider offers Search Engine Optimization (SEO) and internet marketing services (hereinafter referred to as "SEO Services")

AND WHEREAS the Purchaser is interested in utilizing the SEO Services of the Provider

AND WHEREAS the Provider desires to offer SEO Services to the Purchaser, and the Purchaser wishes to contract SEO Services from the Provider

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

Article 4 Definitions and Interpretations

- 4.1 For the purposes of this Agreement, the following terms shall have the following meanings:
- (a) “Commencement Date” shall be the date of approval of this Agreement as set forth in Article 1 of this Agreement.
 - (b) “Party” and “Parties” shall mean a party and the parties to this Agreement, respectively.
 - (c) “Search Engine(s)” shall refer to searchable indexes available on the World Wide Web for locating relevant websites and website pages that match a particular keyword search or query, specifically: **Google™**, **Yahoo!™**, and **MSN Search™**.
 - (d) “Search Engine Results Pages” (SERPs) shall refer to the results that a Search Engine displays in response to a keyword search or query.
 - (e) “Search Engine Optimization” (SEO) or “Optimization” shall mean the process of making changes to the code, content and/or structure of one or more website pages for the purposes of ranking in one or more internet Search Engines.
 - (f) “Purchaser's Specified Website” shall mean the website domain provided by Purchaser for Optimization by Provider.
 - (g) “Keyword(s)” “Keyword Phrase(s)” “Keyword Term(s)” or “Search Term(s)” shall mean word(s) phrase(s) or term(s) entered by a searcher into the search form or search bar of an internet Search Engine to locate relevant websites.
 - (h) “Approved Keyword(s)” shall mean Keywords selected from a list of Keywords researched by Provider and approved in writing by Purchaser for use in the Optimization of Purchaser’s Specified Website.
 - (i) “Manual Submission(s)” shall refer to the process of manually submitting Purchaser’s Specified Website pages to Search Engines for indexing (inclusion) within the Search Engines’ databases.
 - (j) “Ranking(s)” shall refer to the number of positions a website has on Search Engine Results Pages when a specific Keyword Phrase is searched for, and may be comprised of listings from one or any combination of Search Engines, with each occurrence counting as one Ranking.
 - (k) “Visitor(s)” shall mean any person, web surfer/browser and/or user that visits Purchaser's Specified Website.

Article 4 Definitions and Interpretations (continued)

- 4.1 For the purposes of this Agreement, the following terms shall have the following meanings:
- (l) "Traffic" shall mean the volume of Visitors to Purchaser's Specified Website.
 - (m) "Directory" and "Directories" shall mean searchable indexes available on the World Wide Web that contain pages of outgoing hypertext links organized by subject, by category, and by sub-categories.
 - (n) "Link Building" shall refer to the process of acquiring incoming hypertext links from internet Directories in order to build Link Popularity and Traffic to Purchaser's Specified Website.
 - (o) "Pay Per Click" (PPC) shall refer to the process of purchasing textual advertisements on Search Engine or Directory Results Pages. Advertiser pays an agreed amount for each click delivered to his or her site from a link or listing keyed to a specific Search Term. The details on how and where the advertisement appears on the results page may vary depending on bid amounts, relevance, click through rates (CTR) and other factors.
 - (p) "Related Services" shall mean any service supplied by Provider in relation to internet marketing that is not part of SEO Services, including but not limited to: domain registration, website hosting, website design, graphics design, content writing, and consultation.
- 4.2 In this Agreement, unless the context requires otherwise, the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and render the gender neutral; and words importing persons shall include associations, partnerships and corporations and vice versa.
- 4.3 For purposes of this Agreement, an entity shall be related to or affiliated with a Party if one of them is a subsidiary of the other or both are subsidiaries of the same body corporate or each of them is controlled by the same person. If two bodies corporate are affiliated with the same body corporate at the same time, they shall be deemed to be affiliated with or related to each other.
- 4.4 Unless the context of this Agreement requires otherwise, reference in this Agreement to a numbered or lettered article, section, subsection, or paragraph refers to the article, section, subsection, or paragraph bearing that number or letter in this Agreement. A reference to "this Agreement," "herein," "hereof," "hereunder" or similar terms refer to this Agreement as a whole, together with any amendments to this Agreement.
- 4.5 All references in this Agreement to dollar amounts are to U.S. funds unless otherwise specified.

Article 5 SEO Services

- 5.1 Provider shall perform SEO Services for the the Purchaser's Website as specified within the signed agreement page found attached to the quote.
- 5.2 SEO Services shall include:
- (a) Server Analysis and Website Analysis as described in quote.
 - (b) Keyword Research and analysis for a set number of Keyword Phrases as specified within the signed agreement page found attached to the quote.
 - (c) Optimization of the HTML code, and sometimes existing site content, for a selected number of main site pages, as determined by Provider.
 - (d) Optimization of Purchaser provided content as outlined in Article 8.3 (c) utilizing Approved Keywords to create a selected number of new website pages, as determined by Provider.
 - (e) Link Building, if applicable, for a number of inbound links to Purchaser's Website as specified within the signed agreement page found attached to the quote.
 - (f) Manual Submission of Purchaser's Specified Website to the Search Engines listed in Article 4.1 (c).
 - (g) Progressive Optimization, commencing after Manual Submissions begin; includes manual re-submission of Purchaser's Specified Website as necessary, monthly indexing checks and monthly Ranking reports indicating the number of Rankings for each Approved Keyword on each Search Engine listed in Article 4.1 (c).
- 5.3 Purchaser is required to provide content as outlined in Article 8.3 (c) for the creation of new website pages. Should the Purchaser choose not to provide such content or require further assistance not outlined within the boundaries of this agreement, Provider will supply Related Services for the additional costs of \$200 per page (200 to 400 words a page) for content writing, and \$130 per hour for consultation. Both parties prior to any Related Services being performed shall mutually agree upon such additional services. Allocation of time is subject to availability.
- 5.4 If SEO Services and/or Related Services are to be provided at Purchaser's facilities, then an additional fee of \$800 will be charged per day that a representative of the Provider is required to be present at the Purchaser's facilities. Furthermore the Purchaser shall reimburse Provider for reasonable expenses for travel, accommodations, and such other reasonable costs as are incurred by Provider in connection with the provision of such technical support. Purchaser shall reimburse Provider within (30) days of Purchaser's receipt of documentation of such expenses.

Article 6 Remuneration

- 6.1 Purchaser shall pay to Provider the fees as outlined within the signed agreement page found attached to the quote, with the details as follows:
- (a) Stage 1 - Server Analysis, Website Analysis, and Consultation
Stage 1 fee due on Commencement Date for an amount as specified within the signed agreement page found attached to the quote.
 - (b) Stage 2 - Keyword Research
Stage 2 fee due upon start of Keyword Research for an amount as specified within the signed agreement page found attached to the quote.
 - (c) Stage 3 - Content Optimization, Website Optimization, and Link Building (if applicable)
Stage 3 fee invoiced upon Keyword Approval for an amount as specified within the signed agreement page found attached to the quote.
 - (d) Stage 4 - Progressive Optimization
Stage 4 fees recur monthly for an amount as specified within the signed agreement page found attached to the quote, commencing with Manual Submissions to the Search Engines listed in Article 4.1 (c) and continuing for eleven (11) consecutive months as outlined within the bounds of this agreement. Progressive Optimization will be extended at the end of the term on a month to month basis and will continue thereafter until cancelled or replaced by a new agreement.
- 6.2 Purchaser shall pay and satisfy the fees set out in Article 6.1 of this Agreement by payment to, or to the order of, Provider, by check or valid credit card (Visa, MasterCard, or American Express) in USD.
- 6.3 Purchaser shall pay and satisfy the fees according to the payment schedule set out in Article 6.1 with invoiced payments due no later than thirty (30) days from invoice date.
- 6.4 There shall be a 1.5% late penalty per month or part of month for any payment amounts owed by Purchaser that are past due.
- 6.5 If Purchaser is past due by more than three (3) months on any payment to Provider, Provider may discontinue its SEO Services and/or Related Services without further notice to Purchaser. Purchaser shall still pay all outstanding fees and late penalties up to and including the third month that payment is past due.
- 6.6 There shall be no reimbursement with regard to remuneration under this Agreement. Any fees paid hereunder are non-refundable.

Article 7 Intellectual Property and Copyright

- 7.1 Purchaser warrants that it has given Provider the right to use specific Keywords or intellectual property and hereby grants Provider the right to use such Keywords or intellectual property, if any, solely in connection with Provider's promotion of, referencing of, cataloging of, or indexing of Purchaser's Specified Website.
- 7.2 Purchaser hereby agrees that any material submitted to Provider for publication will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful.
- 7.3 Purchaser agrees to hereby indemnify and hold Provider harmless from and against any and all claims by any third party (including reasonable attorneys' fees) that the use by Provider of any of Purchaser's intellectual property pursuant to this Article 7 infringes on the intellectual property of such third party.
- 7.4 The Parties agree that they shall keep confidential any proprietary, business, trade secret, copyright, patent, prices, or other such information of the other, or any of their subsidiaries, affiliates, vendors, suppliers, or customers, and shall not release same without the express written consent of the other. The terms of this Article 7.4 shall survive the termination of this Agreement. In the event that a third party disputes information provided by Purchaser to Provider, Provider reserves the right to disclose only the identity of Purchaser.

Article 8 Indemnification and Access

- 8.1 Purchaser shall indemnify and save harmless Provider and Provider's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses arising out of or in connection with a breach by Purchaser of its obligations hereunder.
- 8.2 Purchaser acknowledges that Provider is a specialist and does not profess expertise in Purchaser's area of business. Purchaser is responsible for, and Provider has no liability for, the content, trademarks and other aspects of the website that are related to Purchaser's business, industry, and competitors.
- 8.3 Purchaser agrees to provide the following:
 - (a) Purchaser must supply Provider with current passwords and user IDs needed to gain remote access to Purchaser's website files via FTP software or similarly functioning software. Provider is responsible for maintaining confidentiality of the passwords and user IDs.
 - (b) Where FTP access is not possible, Purchaser agrees to provide an email address of a technician who can upload requested changes on a timely basis. Provider cannot be held responsible for delays once the technician has been notified of the upload request. A copy of the request will be sent to Purchaser.

Article 8 Indemnification and Access

8.3 Purchaser agrees to provide the following:

- (c) Purchaser will provide additional relevant text content of at least one page per Approved Keyword (200 to 400 words per page) in electronic format for the purpose of creating additional web pages or increasing the content on existing ones, at Provider's direction and discretion. If this content is not or cannot be provided by Purchaser, Provider cannot be held responsible for results related to the absence of such materials. Purchaser further agrees to allow Provider to modify keyword density, positioning and other SEO related aspects of the content.

8.4 Purchaser acknowledges that problems related to web servers, website design, duplicate content, and multiple domains can pose serious obstacles to Search Engines and/or Rankings and hereby agrees to the following:

- (a) Purchaser will endeavor to resolve all web server setup and/or website design related issues as expeditiously as possible.
- (b) Purchaser agrees that no work shall be done on the website during the optimization process without Provider's prior knowledge. Provider shall not be responsible for delays, costs, or errors attributable to unauthorized changes to the website during the term of this Agreement.
- (c) Purchaser agrees not to remove or erase any web pages optimized by Provider from the Purchaser's server without the consent or instruction of Provider.
- (d) Purchaser agrees not to duplicate meta tags, content, and/or web pages optimized by Provider on any other domain unless agreed to in writing by both Parties.
- (e) Purchaser must provide full disclosure to Provider about the existence of multiple domains operated by the Purchaser that share similar or duplicate content, prior to commencement of any work by Provider.
- (f) Purchaser must not provide any domain to Provider that has previously been banned from submission to any Search Engine or Directory.
- (g) Purchaser's Specified Website, web pages and server must remain accessible for Search Engine indexing purposes a minimum of 99% of the time (i.e. Purchaser's server must not be down for any extended length of time) within the specified Agreement period.
- (h) Purchaser warrants that all documents received from Provider for Purchaser approval will be responded to within five (5) business days. Failures by the Purchaser to respond to Provider within thirty (30) days could result in additional fees to update work previously completed by Provider if such work is outdated and needs to be rewritten. Provider warrants that documents received from Purchaser will also be responded to within five (5) business days.

Article 9 Term and Termination

- 9.1 The Term of this Agreement, subject to the prior renewal or termination of this Agreement pursuant to the terms and conditions hereof, is from the Commencement Date until the end of the eleven (11) month Progressive Optimization stage. Progressive Optimization will be extended at the end of the term on a month to month basis and will continue thereafter until cancelled or replaced by a new agreement.
- 9.2 Either Party may terminate this Agreement in the event that the other Party breaches a material condition hereof, provided that the first Party gives written notice of the breach to the second Party. The second Party shall have thirty (30) days from receipt of such notice to correct the breach. In the event the breach is not remedied within this period, the first Party may, in its sole discretion, terminate this Agreement within thirty (30) days after the expiry of the original notice period and according to the following stipulations:
- In the event that the Purchaser terminates this Agreement, payment shall be made in full up to and including the end of the thirty (30) day notice period and Provider shall complete unfinished work up to the end of that notice period.
- 9.3 Purchaser may cancel this agreement with thirty (30) days written notice. Purchaser shall still pay in full all outstanding fees and late penalties up to and including the end of the thirty (30) day notice period.
- 9.4 Notwithstanding any other provision of this Agreement, the Parties agree and acknowledge that the provisions of Articles 7, 8 and 10 shall survive the expiration or termination of this Agreement and shall remain in full force and effect notwithstanding such expiration or termination.
- 9.5 Any termination of this Agreement shall be without prejudice to any other rights (including any right of indemnity), remedy or other relief vested in either Party or to which either Party may otherwise be entitled pursuant to this Agreement.

Article 10 General

- 10.1 **Warranties** by both Parties are as follows:
- (a) Each Party to this Agreement warrants that it is not under any legal obligation that would prevent it from entering into this Agreement or that would prevent or hinder the carrying out of its terms, and that all internal authorizations required for the entering into of this Agreement have been or will be made, including any required authorizations by its Board of Directors, or otherwise. Provider warrants that it shall perform the SEO Services and Related Services, if any, in a professional and workmanlike manner.

Article 10 General (continued)

- 10.1 **Warranties** by both Parties are as follows:
- (b) The Parties agree that, except as may be expressly provided in this Agreement, neither has made or makes to the other any representations or warranties respecting the compensation that the other may expect to earn or receive pursuant to this Agreement, or otherwise.
 - (c) Provider does not warrant the number of sales per Visitor that the Purchaser will make.
 - (d) Provider does not warrant the Traffic or number of Visitors that will visit Purchaser's Specified Website.
 - (e) Save and except as expressly set forth in this Article 10 of this Agreement, Provider expressly disclaims and excludes all express and implied representations and warranties, whether statutory or otherwise.
- 10.2 Provider and Purchaser agree that Provider is performing its duties and services under this Agreement as an independent contractor. Any personnel employed by Provider who performs duties or services related to this Agreement shall remain under the supervision, management, and control of Provider.
- 10.3 Purchaser may not assign this Agreement, in whole or in part, without Provider's written consent and any attempt to assign this Agreement without such consent shall be null and void.
- 10.4 Neither Party shall be liable by reason of any failure or delay in the performance of its obligations under this Agreement by reason of fires, floods, storms, earthquakes, acts of God, explosions, power failures, shortages, strikes, riots, insurrection, war, governmental action, labor conditions, or any other causes beyond the Party's reasonable control, including the actions of Search Engines, Directories and related parties not under the direction or control of the Provider.
- 10.5 The delay or failure in performance excused by Article 10.4 of this Agreement shall only be excused for so long as the causes of such excusable delay or failure subsist. The Parties shall resume the performance of their respective undertakings forthwith upon cessation of the cause of such excusable delay or failure.
- 10.6 Should any provisions or portion of this Agreement be held unenforceable or invalid for any reason, that part shall be deemed severed from this Agreement and the remaining provisions and portions of this Agreement shall be unaffected by such holding and remain enforceable.

Article 10 General (continued)

- 10.7 Any notice, direction or other instrument required or permitted to be given by either Party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first class mail or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- (a) Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five days after which it was post marked, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the next Business Day, following such day. Any notice transmitted by telecopier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next, following the transmission thereof. If normal mail service, telex, telecopier or other form of electronic communication is interrupted by strike, slowdown, force majeure or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the Party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.
- (b) In the case of a notice to Provider at:
201-33119 South Fraser Way, Abbotsford, BC, V2S 2B1, Canada
Fax #: (604) 853-1065
- (c) In the case of a notice to Purchaser at an address or Fax # as specified within the signed agreement page found attached to the quote.
- 10.8 The substantive and procedural law of the Province of British Columbia shall govern this Agreement and the rights and the obligations of the Parties herein.
- 10.9 In the event of arbitration and/or disputes:
- (a) All disputes arising from the interpretation and/or execution of/or in connection with this Agreement shall be settled through friendly consultation between both Parties. In case no settlement can be reached, the disputes shall be submitted for arbitration under the Arbitration Act of the Province of British Columbia
- (b) The arbitration award shall be final and binding on both Parties.
- (c) In the event of a dispute, the liability of the Provider shall be limited to the amount paid to Provider by Purchaser.

Article 10 General (continued)

- 10.11 This Agreement cannot be amended or otherwise modified except as agreed to in writing and signed by each of the Parties hereto.
- 10.12 This Agreement shall be binding on the Parties hereto and each of their heirs, executors, administrators, successors, and, where applicable, assigns.
- 10.13 This Agreement and any attachments to it constitute the entire Agreement between the Parties with respect to the subject matter hereof. The undersigned certify that they have read all of the foregoing Agreement, have conferred with counsel pertaining to the same if they chose to do so, and fully understand all of the terms of this Agreement and acknowledge and represent that they enter into this Agreement of their own will and not due to any representation, commitment, promises, pressure, or duress from any other party. Any prior agreements, promises, negotiations, discussions, or representations, whether oral or written, not expressly set forth in this Agreement are of no force or effect. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms of any purchase order or any other document.