(   )

SEO S   EMENT

THIS AGREEMENT is made the

BETWEEN:

(1) <<Name of Service Provide   ed in <<Country of Registration>>
     under number <<Company   whose registered office is at**] OR
     [**of**]** <<insert Address>> ("t

(2) <<Name of Client>> **[**a c   <Country of Registration>> under
     number <<Company Regis   se registered office is at**] OR [**of**]**
     <<insert Address>> ("the

WHEREAS:

(1) The Service Provider is   ess of providing search engine
     optimisation services.

(2) The Client wishes to eng   r to enhance the search engine
     optimisation of the Website   nent.

(3) The Service Provider hereb   SEO Services to the Client subject
     to, and in accordance with,   s of this Agreement.

IT IS AGREED as follows:

1.   **Definitions and Interpreta**

     1.1   In this Agreement   otherwise requires, the following
           expressions have t

     "Brand Guidelines"   s brand guidelines, as attached to
                                                           Schedule 5

     "Business Day"   other than Saturday or Sunday) on
                                                          nks are open for their full range of
                                                          n <<insert location>>;

     "Client Materials"   ll content supplied by the Client to
                                                          der from time to time as required
                                                          ovider in order to supply the SEO

     "Confidential Informatio   to either Party, information which
                                                          that Party by the other Party
                                                          connection with this Agreement
                                                          in writing or any other medium,
                                                          not the information is expressly
                                                          dential or marked as such);

"Data Protection Legisla... ...ble legislation in force from time to ... Kingdom applicable to data ... ...vacy including, but not limited to, ... e retained EU law version of the ... ...tection Regulation ((EU) ... ...rms part of the law of England ... ...nd, and Northern Ireland by virtue ... European Union (Withdrawal) Act ... ...rotection Act 2018 (and ... ...thereunder); and the Privacy and ... ...unications Regulations 2003 as ...

"Deliverables" ...erables described in Schedule 3 ... ...upplied by the Service Provider to ... ...of the SEO Services;

"Designated Search Eng... ...h engines on which the Service ... ...us the SEO Services as specified ...

"Fees" ...payable to the Service Provider in ... ...the SEO Services in accordance ... ...detailed in Schedule 4;

"Intellectual Property Ri... ...d all rights in any patents, trade ... ...marks, registered designs, ...rights to apply for any of those ... ...usiness and company names, ...names and e-mail addresses, ...de marks and service marks, ...ase rights, know-how, rights in ... ...tions;

...cences, consents, orders, statutes ... ...ation to a right in paragraph (a);

...ame or similar effect or nature as ... ...agraphs (a) and (b) which now or ... ...subsist; and

...e for past infringements of any of ... ...ts;

"SEO Services" ...h engine optimisation services to ... ...e Service Provider in accordance ... ...d conditions of this Agreement, as ... ...dule 1;

"Service Levels" ...d results which shall be achieved ... ...SEO Services as set out in Clause ...

"Service Provider Mater... ...all content developed or licensed ... by the Service Provider at any ... elation to the Service Provider's ... the Service Provider's clients ... not specifically created for the ... EO Services to the Client;

"Term" ...f this Agreement, as specified in ... ing an initial Term which may be ... equent Terms as agreed between

"Website" ...s website, <<insert URL>>, upon ... e Provider shall provide the SEO

1.2 Unless the context ... reference in this Agreement to:

1.2.1 "writing", an... ion, includes a reference to any communicat... nic or facsimile transmission or similar mean...

1.2.2 a statute or... is a reference to that statute or provision as... at the relevant time;

1.2.3 "this Agreem... this Agreement and each of the Schedules a... nted at the relevant time;

1.2.4 a Schedule i... ement; and

1.2.5 a Clause or... ce to a Clause of this Agreement (other than t... graph of the relevant Schedule.

1.2.6 a "Party" or t... parties to this Agreement.

1.3 The headings used ... r convenience only and shall have no effect upon the i... ement.

1.4 Words imparting the... clude the plural and vice versa.

1.5 References to any g... other gender.

1.6 References to pers... ions.

2. **Term of Agreement**

2.1 This Agreement sha... nsert date>> and shall continue in force for an initial ... >> from that date, subject to the provisions of Clause...

2.2 On agreement bet... Term of this Agreement may be renewed or extende... s **[**of <<insert period>>**] OR [**, the duration of which sh... he Parties at the time of renewal**]**.

3. **The SEO Services**

3.1 The Service Provi... SEO Services to the Client in accordance with th... greement and in particular, with Schedule 1. The ... use all commercially reasonable endeavours to ens... the SEO Services results in the

meeting of the relev... ...et out in Clause 4 and Schedule 2 and in achieving ... ...f enhancing and optimising the rankings and promi... ...the Designated Search Engines.

3.2 The Service Provid... ...ly with the Brand Guidelines and in the event of any ... ...liance therewith shall refer to the Client prior to taking...

3.3 The Client understa... ...edges the following:

    3.3.1 The times ... ...appear and/or change on the Designated ... ...ary and the Service Provider can thus not gua... ...will appear, or that its position will change, imm... ...esignated Search Engines.

    3.3.2 The Service ... ...search engines and in particular has no cont... ...Search Engines changing factors such as the... ...and policies which may have a negative imp... ...e Website, however the Service Provider sha... ...ted to meet the traffic thresholds established i...

    3.3.3 The Service ... ...ponsibility for any negative impact on the Webs... ...ing or internet traffic which results from any ac... ...e part of the Client or **[**(subject to the Service ... ...contract its obligations under sub-Clause 20.2 ... ...g, but not limited to, alterations to the Website.

    3.3.4 The Service ... ...rantee that the SEO Services will result in the ... ...or remaining in the top 10 search results on an... ...gine.

4. **Service Levels**

4.1 The Parties have a... ...s set out in Schedule 2. At each interval specified in... ...nternet traffic to the Website shall meet or exceed the... ...ted therein.

4.2 Subject to the exce... ...lause 4.4, if on any occasion the Service Levels are ... ...be entitled to a Service Credit as specified in Schedu... ...hall be entitled to additional SEO Services to the valu... ...no additional cost to the Client to compensate for the... ...vice Levels and consequent lower performance receiv...

4.3 The Parties hereby ... ...Client has a legitimate commercial interest in achieve... ...evels and that allowance of the **[**Service Credit as ... ...to meet the Service Levels**] OR [**additional SEO Se... ...e sum stated above in sub-Clause 4.2 provided in or... ...Levels**]** is a fair and reasonable remedy.

4.4 In the event that th... ...to meet the Service Levels **[**for a period of <<inser... ...<insert number>> **[**consecutive**]** occasions**]**, the Cli... ...t to terminate this Agreement in accordance with su...

4.5 The Service Provi... ...sible for any failure to meet the Service Levels or f... ...on the position of the Website in

Designated Search [...] esults from:

4.5.1 Changes to [...] e Client without prior consultation and agreeme[...] ider;

4.5.2 Changes to [...] by third parties without prior consultation [...] e Service Provider **[**, not including any sub-con[...] the Service Provider under sub-Clause 20.2]

4.5.3 Failure or de[...] to comply with any of the Client's obligations s[...]

4.5.4 <<Insert fur[...] to the Client or third parties as required, e.g[...] rd campaigns made by the Client or third parti[...]

4.5.5 Events beyo[...] s reasonable control as described under Claus[...]

5. **Client's Obligations**

5.1 The Client shall sup[...] with all necessary Client Materials as may be required [...] ble the Service Provider to provide the SEO Services.

5.2 The Client shall be [...] llowing access and permissions in order to enable the [...] vide the SEO Services (insofar as relevant activities a[...] e SEO Services):

5.2.1 Administrativ[...] (or to the relevant part(s) thereof, as applicable[...]

5.2.2 Administrativ[...] vices and accounts including, but not limited t[...] analytics, pay-per-click marketing, and social m[...] fic services, accounts etc.>>**]**;

5.2.3 Consent to r[...] osite and its content;

5.2.4 Consent to [...] with any relevant third parties associated w[...]

5.2.5 <<Insert ad[...] missions as required>>.

5.3 The Service Prov[...] o time require approval and/or authorisation befor[...] oviding the SEO Services. The Client shall provide [...] orisation within <<insert period>> Business Days of [...] quest or materials. The Service Provider will not be [...] elay to the SEO Services or any corresponding dela[...] e Service Levels (as under sub-Clause 4.5.3) resu[...] failure or delay to provide such approval or authoris[...]

6. **Fees and Payment**

6.1 The Client shall pa[...] e Provider in accordance with the provisions of Sched[...]

6.2 All Fees payable un[...] be payable on a monthly basis, in arrears.

6.3 The Service Provide[...] t for Fees due in accordance with the provisions of Sc[...]

6.4 All payments requir[...] t to this Agreement shall be due within <<insert peri[...]ceipt of the relevant invoice.

6.5 All payments requir[...] to this Agreement shall be made in <<insert currency[...]uch bank in <<insert location>> as the receiving Party [...]minate and, subject to sub-Clause 6.9, without any set[...]ction except such amount (if any) of tax as that Party [...]ithhold by law.

6.6 Where any paymen[...]ent is due on a day which is not a Business Day, it sh[...]xt following Business Day.

6.7 Without prejudice [...] any sums which remain unpaid following the expiry [...]sub-Clause 6.4 shall incur interest at the rate of <<inse[...]nnum above the base lending rate of <<insert bank na[...]. Interest shall accrue on a daily basis from the due [...]he actual date of payment of the overdue sum, whet[...]ment. Any interest due shall be payable when payin[...]

6.8 The provisions of s[...] apply if an invoice is disputed in good faith and inte[...]n any relevant sum until after a dispute is resolved [...]d to be due (from the due date for payment until the a[...] If the Client wishes to dispute an invoice in good faith[...]e Provider in writing of its reasons and may withhold p[...] sum. If a dispute relates only to part of an invoice, t[...]ndisputed sum in accordance with sub-Clause 6.4 as [...] Provider shall issue a credit to the Client for the disput[...]

6.9 **[**Where a Service C[...]ause 4.2, the equivalent sum shall be deducted from [...]mmediately following the Service Provider's failure to [...]e Level.**]**

OR

6.9 **[**Where additional S[...] to the value of £<<insert sum>> are due under sub[...] Services and their value shall be itemised on the mo[...]y following the Service Provider's failure to meet the [...]owever the sum invoiced for those SEO Services shall [...]

6.10 **[**Each Party shall:

6.10.1 Keep, or pr[...]ept, such records and books of account as a[...] the amount of any sums payable pursuant to t[...]urately calculated;

6.10.2 At the reaso[...]ther Party, allow that Party or its agent to insp[...]ooks of account and, to the extent that they rela[...]ose sums, to take copies of them; and

6.10.3 Within <<ins[...]end of each <<insert interval>>, obtain at its [...]ly to the other Party an auditor's certificate as [...]ums paid by that Party pursuant to this Agreem[...]nterval>>.**]**

7. **Intellectual Property Righ**

7.1 All Intellectual Pro_____in the Deliverables shall be the property of the C_____ovider hereby assigns all such Intellectual Property_____uarantee, free from all third party rights and encumbra

7.2 The Service Provid_____all documents and take any and all actions required_____by the Client in order to effect the assignment set out_____to document, obtain, maintain, or perfect the Client's

7.3 The Service Provide_____ed to, all of its agents, employees, and sub-contracto_____moral rights in respect of the Deliverables arising_____e Copyright Designs and Patents Act 1988.

7.4 Where any Service_____n any manner incorporated in the Deliverables such_____als and the Intellectual Property Rights subsisting th_____roperty of the Service Provider at all times. The Ser_____nts to the Client a non-exclusive, transferable, irrevo_____tual licence to use such Service Provider Materials f_____n the same are provided under this Agreement.

7.5 Where any Service_____described under sub-Clause 7.4 incorporate materi_____ties, the Service Provider shall procure the grant o_____erials to the Client from such third parties on the same_____sub-Clause 7.4.

7.6 Where any Client_____the Service Provider, the Client hereby grants a lim_____transferable, revocable, worldwide licence to the Servi_____me solely for the purposes of, and only to the extent re_____O Services.

8. **Indemnity**

8.1 Subject to the pro_____.3, in the event of any actions, proceedings, claim_____ncluding without prejudice to the generality of this pr_____f the Client on a solicitor and own-client basis) agains_____unds that the Service Provider's provision of the SE_____use, possession and/or ownership of the Deliverables;_____ossession of any Service Provider Materials in accord_____nt constitutes the infringement of any Intellectual Prop_____a third party, the Service Provider shall indemnify the_____e same.

8.2 Subject to the pro_____.3, in the event of any actions, proceedings, claim_____ncluding without prejudice to the generality of this p_____ts of the Service Provider on a solicitor and own-cli_____rvice Provider on the grounds that the Service Provide_____any Client Materials in accordance with this Agreemen_____ement of any Intellectual Property rights belonging to a_____all indemnify the Service Provider from and against th

8.3 The indemnities set_____nd 8.2 shall apply only if:

8.3.1 The indemn[...] [i]ndemnifying Party immediately in writing upon [...] such action, proceeding, claim, demand or c[...]

8.3.2 The indemni[...] [subm]issions or any settlements without the indemnif[...] consent;

8.3.3 The indemn[...] [rel]evant information available to the indemnifying [...]

8.3.4 The indemn[...] [a]ll reasonable assistance to the indemnifying [...]

8.3.5 The indemn[...] [in]demnifying Party complete control over any rele[...] [set]tlement.

9. **Warranties**

9.1 The Service Provide[...] [wa]rrants, and undertakes that:

9.1.1 It shall provi[...] [wit]h all reasonable skill and care;

9.1.2 It shall neith[...] part of the Website, the access to or alteration [...] y for the purposes of providing the SEO Service[...]

9.1.3 It has the ri[...] (including, but not limited to, the Service Pro[...] comprise the Deliverables and, where relev[...] and all necessary consents and permissions [...] accordance with this Agreement from third pa[...]

9.1.4 It will, at all [...] of the SEO Services, abide by all applicable la[...] [an]d relevant search engine terms of use;

9.1.5 It will, at all t[...] the SEO Services comply with the Brand Guid[...] [t]ake any action (nor permit any inaction) tha[...] the Client's name, reputation or goodwill; an[d]

9.1.6 Where any [...] [in] electronic form, they shall be free from an[...] [virus]e and other malicious code.

9.2 The Client hereby re[...] undertakes that:

9.2.1 It has the rig[...] [w]hich comprise the Client Materials and, where [...] [obtain]ed any and all consents and permissions [...] accordance with this Agreement from third pa[...]

9.3 Each Party warrants [...] the necessary power and authority to enter into, and c[...] [here]under, this Agreement.

10. **Liability**

10.1 This Clause 10 set[...] [tota]l liability of the Parties (including that for the acts or [...] [emplo]yees, agents or subcontractors) to each other for any [...] [t]; any use made by the Client of the SEO Services [...] [Deliver]ables); and any representation, statement, or tortiou[...] [inclu]ding, but not limited to, negligence

and breach of sta‌ t of or in connection with this Agreement.

10.2 Subject to sub-Clau‌ ‌all be liable to the other, whether in contract, tort (in‌ ‌itution, or for breach of statutory duty or misrepres‌ ‌ profit, loss of goodwill, loss of business opportunit‌ ‌ing, **[**loss or corruption of any data or information**]**, or a‌ ‌onsequential damage or loss that may be suffered by‌ ‌es out of or in connection with this Agreement.

10.3 Nothing in this Agre‌ ‌ility of either Party to the other for fraud or fraudule‌ ‌or deliberate default or wilful misconduct, or for d‌ ‌rising out of negligence.

10.4 Nothing in this Agr‌ ‌r limit the liability of either Party under or in respect‌ ‌rovisions of Clause 8.

10.5 Without prejudice to‌ ‌uses 10.2, or 10.3, the total liability of either Party arisi‌ ‌n with this Agreement (whether in contract, tort (includ‌ ‌on, for breach of statutory duty or misrepresentation o‌ ‌ited to 100% of the Fees paid or payable by the Clie‌ ‌> preceding the claim, or the sum of £<<insert sum>>‌ ‌r.

11. **Confidentiality**

11.1 Each Party underta‌ ‌vided by sub-Clause 11.2 or as authorised in writi‌ ‌it shall, at all times during the continuance of this‌ ‌<insert period>> years**]** after its termination:

11.1.1 keep confide‌ ‌rmation;

11.1.2 not disclose‌ ‌tion to any other party;

11.1.3 not use any‌ ‌n for any purpose other than as contemplate‌ ‌erms of this Agreement;

11.1.4 not make an‌ ‌y way or part with possession of any Confide‌

11.1.5 ensure that‌ ‌fficers, employees, agents, sub-contractors o‌ ‌which, if done by that Party, would be a breach‌ ‌Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

11.2.1 disclose any‌ ‌to:

11.2.1.1 any‌ ‌r of that Party;

11.2.1.2 any‌ ‌uthority or regulatory body; or

11.2.1.3 any‌ ‌of that Party or of any of the afore‌ ‌es or bodies;

to such exte‌ ‌for the purposes contemplated by this Agreem‌ ‌nited to, the provision of the SEO Services), o‌ ‌n each case that Party shall first inform the‌ ‌n question that the Confidential Information‌ ‌pt where the disclosure is to any

such body u... 2 or any employee or officer of any such body) ... ng to the other Party a written confidentialit... he party in question. Such undertaking ... s practicable in the terms of this Clause 11, t... nformation confidential and to use it only for the... disclosure is made; and

11.2.2 use any Con... any purpose, or disclose it to any other person... t is at the date of this Agreement, or at any tim... es, public knowledge through no fault of that ... se or disclosure, that Party must not disclose ... tial Information which is not public knowledge.

11.3 The provisions of t... tinue in force in accordance with their terms **[**indefi... d of <<insert period>> after the termination of this ... tanding the termination of this Agreement for any ...

12. Force Majeure

12.1 No Party to this Agr... r any failure or delay in performing their obligations wh... ay results from any cause that is beyond the reasona... Such causes include, but are not limited to: power fai... vider failure, industrial action, civil unrest, fire, flood, ... acts of terrorism, acts of war, governmental action... is beyond the control of the Party in question.

12.2 **[**In the event that a... t cannot perform their obligations hereunder as a res... r a continuous period of <<insert period>>, the other ... tion terminate this Agreement by written notice at the... the event of such termination, the Parties shall agree ... ble payment for all SEO Services provided up to the d...

13. Term and Termination

13.1 This Agreement sha... insert commencement date>> and shall continue for th... 2, subject to the provisions of this Clause 13.

13.2 Either Party may te... for convenience by giving to the other not less than ... written notice, **[**to expire on or at any time after <<ins... eement>>**]**.

13.3 Either Party may ... his Agreement by giving written notice to the other P...

13.3.1 any sum ov... e other Party under any of the provisions o... t paid within <<insert period>> Business Da... yment;

13.3.2 the other P... r material breach of any of the provisions o... the breach is capable of remedy, fails to reme... iod>> Business Days after being given writter... lars of the breach and requiring it to be remedi...

13.3.3 the other Pa_____ any of the terms of this Agreement in such a m_____ stifies the opinion that its conduct is inconsiste_____ the intention or ability to carry out and comply _____ this Agreement;

13.3.4 an encumbr_____, or where the other Party is a company, a _____ f any of the property or assets of that other Pa_____

13.3.5 the other Pa_____ arrangement with its creditors or, being a com_____ to an administration order (within the meaning _____ 86);

13.3.6 the other Pa_____ or firm, has a bankruptcy order made agains_____ y, goes into liquidation (except for the purposes _____ tion or re-construction and in such a manner th_____ therefrom effectively agrees to be bound by or _____ mposed on that other Party under this Agreem_____

13.3.7 anything an_____ foregoing under the law of any jurisdiction o_____ her Party;

13.3.8 that other Pa_____ to cease, to carry on business; or

13.3.9 control of th_____ red by any person or connected persons not _____ other Party on the date of this Agreement. _____ f this Clause 13, "control" and "connected _____ e meanings ascribed thereto by Sections 112_____ of the Corporation Tax Act 2010.

13.4 For the purposes o_____ each shall be considered capable of remedy if the Par_____ with the provision in question in all respects.

13.5 The Client may term_____ mediately by written notice to the Service Provider i_____ rvice Provider fails to meet the required Service Le_____ insert period>>] **OR [**on <<insert number>> **[**consecu_____

13.6 The rights to term_____ ven by this Clause 13 shall not prejudice any other _____ er Party in respect of the breach concerned (if any) o_____

14. **Effects of Termination**

Upon the expiry or terminat_____ any reason:

14.1 All applicable licenc_____ nted to the Service Provider under this Agreement sha_____

14.2 The Service Provid_____ and/or destroy, as appropriate or at the Client's optio_____ en in its possession or control **[**, shall certify such re_____ ting]** and shall immediately cease its access to the We_____

14.3 any undisputed su_____ y to the other under any of the provisions of this Ag_____ mmediately due and payable;

14.4 all Clauses which, e_____ ir nature, relate to the period after the expiry or termina_____ hall remain In full force and effect;

14.5 termination shall no[...] right to damages or other remedy which the terminati[...]pect of the event giving rise to the termination or any [...] or other remedy which any Party may have in respe[...]s Agreement which existed at or before the date of te[...]

14.6 subject as provided[...] except in respect of any accrued rights neither Party [...] obligation to the other; and

14.7 each Party shall (e[...]rred to in Clause 11) immediately cease to use, eithe[...] any Confidential Information, and shall immediately re[...]ny documents in its possession or control which contai[...]tial Information.

15. **[Data Protection**

The Service Provider will [...]sonal information as set out in the Service Provider's <<inse[...] Privacy Notice>> available from <<insert location(s)>>.**]**

16. **[Data Processing**

16.1 In this Clause 16, [...] subject", "data controller", "data processor", and "pe[...]l have the meaning defined in the Data Protection Leg[...]

16.2 **[**All personal data t[...] Service Provider on behalf of the Client under this Ag[...]sed in accordance with the terms of the Data Proces[...]d into by the Parties on <<insert date>> **[**pursuant to[...]

OR

16.2 **[**The Parties hereby[...]oth comply with all applicable data protection requirem[...] Protection Legislation. This Clause 16 shall not reliev[...] obligations set out in the Data Protection Legislat[...]move or replace any of those obligations.

16.3 For the purposes of [...]islation and for this Clause 16, the Client is the "Dat[...] Service Provider is the "Data Processor".

16.4 The type(s) of pe[...]e, nature and purpose of the processing, and the [...]g are set out in Schedule 6.

16.5 The Data Controlle[...]s in place all necessary consents and notices require[...]nsfer of personal data to the Data Processor for the pu[...] Agreement.

16.6 The Data Processo[...]y personal data processed by it in relation to its perfor[...]ations under this Agreement:

16.6.1 Process the [...]e written instructions of the Data Controller un[...]r is otherwise required to process such person[...]a Processor shall promptly notify the Data Co[...]g unless prohibited from doing so by law;

16.6.2 Ensure that [...]ble technical and organisational measures (a[...]Controller) to protect the personal data from [...]ful processing, accidental loss, damage or [...]ures shall be proportionate to the potential ha[...]events, taking into account the current state [...]gy and the cost of implementing those measu[...]en are set out in Schedule 6;

16.6.3 Ensure that [...]ess to the personal data (whether for processir[...]) are contractually obliged to keep that persona[...]

16.6.4 Not transfer[...]side of the UK without the prior written cons[...]roller and only if the following conditions a[...]

    16.6.4.1 [...]r and/or the Data Processor has/h[...]safeguards for the transfer of perso[...]

    16.6.4.2 [...]ts have enforceable rights and effec[...]

    16.6.4.3 [...]complies with its obligations under the D[...]n, providing an adequate level of prote[...]nal data so transferred; and

    16.6.4.4 [...]r complies with all reasonable instru[...]ce by the Data Controller with respe[...]e personal data;

16.6.5 Assist the D[...]ta Controller's cost, in responding to any and [...]ta subjects and in ensuring its compliance [...]tion Legislation with respect to security, bre[...]t assessments, and consultations with supervi[...]ators (including, but not limited to, the Informati[...]e);

16.6.6 Notify the D[...]undue delay of a personal data breach;

16.6.7 On the Da[...]instruction, delete (or otherwise dispose of) [...]a and any and all copies thereof to the Data C[...]of this Agreement unless it is required to r[...]data by law; and

16.6.8 Maintain co[...]rds of all processing activities and technical an[...]ures implemented necessary to demonstrate[...]ause 16 and to allow for audits by the Data Co[...]designated by the Data Controller.

16.7 **[**The Data Processo[...]any of its obligations with respect to the processing of[...]Clause 16.**]**

OR

16.7 **[**The Data Process[...]t any of its obligations to a sub-contractor with resp[...]f personal data under this Clause 16 without the prior [...]ata Controller (such consent not to be unreasonably w[...]at the Data Processor appoints a sub-contractor, the [...]

16.7.1 Enter into a [   ] the sub-contractor, which shall impose upon [   ] same obligations as are imposed upon the Da[   ] use 16 and which shall permit both the Data [   ] ta Controller to enforce those obligations; [   ]

16.7.2 Ensure that [   ] lies fully with its obligations under that agreem[   ] on Legislation.**]**

16.8 Either Party may, at [   ] t <<insert period, e.g. 30 calendar days'>> notice, alt[   ] acing it with any applicable data processing clauses [   ] n part of an applicable certification scheme. Such te[   ] replaced by attachment to this Agreement.**]]**

17. **No Waiver**

No failure or delay by eithe[   ] of its rights under this Agreement shall be deemed to be a wa[   ] waiver by either Party of a breach of any provision of this Agr[   ] to be a waiver of any subsequent breach of the same or any [   ]

18. **Further Assurance**

Each Party shall execute [   ] deeds, documents and things as may be necessary to carry [   ] eement into full force and effect.

19. **Costs**

Subject to any provisions [   ] ty to this Agreement shall pay its own costs of and incident[   ] eparation, execution and carrying into effect of this Agreemer[   ]

20. **Assignment and Sub-Co**[   ]

20.1 **[**Subject to sub-Cl[   ] ment is personal to the Parties. Neither Party may [   ] arge (otherwise than by floating charge) or sub-lice[   ] te any of its rights hereunder, or sub-contract or othe[   ] s obligations hereunder without the written consent of [   ] consent not to be unreasonably withheld.

20.2 **[[**Subject to the pro[   ]**] OR [**The**]** Service Provider shall be entitled to perfor[   ] undertaken by it through any other member of its grou[   ] alified and skilled sub-contractors. Any act or omissio[   ] r or sub-contractor shall, for the purposes of this A[   ] to be an act or omission of the Service Provider.**]**

21. **Relationship of the Partie**[   ]

Nothing in this Agreement [   ] eemed to constitute a partnership, joint venture, agency or oth[   ] etween the Parties other than the contractual relationship exp[   ] s Agreement.

22. **Notices**

22.1 All notices under th‌...‌writing and be deemed duly given if signed by, or on ‌...‌sed officer of the Party giving the notice.

22.2 Notices shall be dee‌...‌given:

22.2.1 when delive‌...‌ier or other messenger (including registered m‌...‌ss hours of the recipient; or

22.2.2 when sent, ‌...‌mile or e-mail and a successful transmission ‌...‌s generated; or

22.2.3 on the fifth ‌...‌g mailing, if mailed by national ordinary mai‌...‌

22.2.4 on the tent‌...‌g mailing, if mailed by airmail, postage prep‌...‌

In each case notice‌...‌o the most recent address, e-mail address, or facsimil‌...‌ther Party.

23. **Entire Agreement**

23.1 **[[**Subject to the pro‌...‌**is] OR [**This**]** Agreement contains the entire agreeme‌...‌with respect to its subject matter and may not be mo‌...‌ument in writing signed by the duly authorised represer‌...‌

23.2 Each Party acknow‌...‌to this Agreement, it does not rely on any represent‌...‌nce or other provision (made innocently or neglig‌...‌y provided in this Agreement.

24. **Counterparts**

This Agreement may be ‌...‌mber of counterparts and by the Parties to it on separate co‌...‌h when so executed and delivered shall be an original, but a‌...‌ther shall constitute one and the same instrument.

25. **Severance**

In the event that one or ‌...‌of this Agreement is found to be unlawful, invalid or otherwis‌...‌hose provision(s) shall be deemed severed from the remaind‌...‌The remainder of this Agreement shall be valid and enforcea‌...‌

26. **Dispute Resolution**

26.1 The Parties shall at‌...‌ute arising out of or relating to this Agreement through‌...‌eir appointed representatives who have the authority to‌...‌

26.2 **[**If negotiations un‌...‌o not resolve the matter within <<insert period>> ‌...‌tation to negotiate, the parties will

attempt to resolve [...] th through an agreed Alternative Dispute Resolution [...]

26.3 **[**If the ADR proced [...] 26.2 does not resolve the matter within <<insert perio [...] at procedure, or if either Party will not participate in [...] he dispute may be referred to arbitration by either [...]

26.4 The seat of the arbi [...] 26.3 shall be England and Wales. The arbitration sha [...] rbitration Act 1996 and Rules for Arbitration as agree [...] In the event that the Parties are unable to agree on [...] Rules for Arbitration, either Party may, upon giving w [...] r Party, apply to the President or Deputy President fo [...] hartered Institute of Arbitrators for the appointment of [...] rs and for any decision on rules that may be require [...]

26.5 Nothing in this Cla [...] either Party or its affiliates from applying to a court f [...] f.

26.6 The Parties hereby [...] nd outcome of the final method of dispute resolution u [...] l **[**not**]** be final and binding on both Parties.

27. **Law and Jurisdiction**

27.1 This Agreement (in [...] ual matters and obligations arising therefrom or assoc [...] e governed by, and construed in accordance with, th [...] ales.

27.2 Subject to the provi [...] dispute, controversy, proceedings or claim between t [...] is Agreement (including any non-contractual matters [...] herefrom or associated therewith) shall fall within the j [...] f England and Wales.

SIGNED for and on behalf of the S [...]
<<Name and Title of person signin [...] er>>

_____
Authorised Signature

Date: _____

SIGNED for and on behalf of the C [...]
<<Name and Title of person signin [...]

_____
Authorised Signature

Date: _____

The SEO Services

<<Insert complete details of the S

The Service Levels

<<insert complete details of the Se

The Deliverables

<<Insert complete details of the De

The Fees

<<Insert complete details of all Fe[...]ther relevant information>>

[Service Credits]

[<<Insert complete details of Servi[...]

The Client's Brand Guidelines

<<Insert the Client's Brand Guideli

1. Data Processing

Scope
<<Insert description of the scope o   arried out>>.

Nature
<<Insert description of the nature o   arried out>>.

Purpose
<<Insert description of the purpose   sing is to be carried out>>.

Duration
<<Insert details of the duration of t

2. Types of Personal Data
<<List the types of personal data t

3. Categories of Data Subject
<<List the categories of data subje

4. Organisational and Technical   res
<<Describe the organisational an   be implemented as referenced in
Clause 16.6.2>>.