

SEARCH ENGINE OPTIMIZATION SERVICES AGREEMENT

THIS AGREEMENT is made this **Oct. 1, 2022** by and between Pioneer Media, LLC and _____ (“Customer”).

Recitals

A. **Pioneer Media, LLC (Company)** has experience and expertise in the development of Search Engine Optimization (“SEO”) Strategies for Web Sites and other Computer Networks. Company desires to develop Customer’s SEO Strategy and Services on the terms and conditions set forth herein .

B. **Customer** desires to have Company develop and deploy China SEO Strategies, Chinese keyword optimization and Chinese social medias marketing services as outlined in Exhibit B, attached herein (the “Specifications”).

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

1. Development of Strategy and Optimization Services.

Company agrees to create, install, manage, develop and employ China SEO strategies according to the terms listed on Exhibit A attached hereto.

2. Delivery Dates and Milestones.

Company will use reasonable diligence in the development of the SEO services and endeavor to deliver to Customer all deliverables and milestones, **from Oct.1, 2022 to Sep. 30, 2023**. Customer acknowledges, however, that this delivery deadline and the other payment milestones listed in Exhibit A, are estimates, and are not required delivery dates. Company will be retaining all documents, source code, keyword lists and other assets employed or created for Customer during the execution of this agreement. Customer will only receive the output formats of Company's work where applicable. The output is to be used only within the scope of the project as outlined in **Exhibit A**. Customer shall retain all

of its intellectual property rights in any text, images or other components it owns and delivers to Company for use in the SEO services rendered under this agreement.

3. Services Provided.

China SEO services are intended to provide Customer with preferential positioning in [Baidu and Google search engines](#) and report results on an ongoing and timely basis. SEO services may include, but are not limited to:

3.1 Keyword Selection.

Company will provide a comprehensive list of << [Insert the SEO Keyword Count](#) >> keywords and phrases relevant to Customer's desired search terms.

3.2 Web Page Creation, Edits and Custom Programming.

Company will create or edit Customer's existing Web Pages to include various HTML tags, content, text or other elements as deemed necessary by Company in order to aid submissions to selected search engines and directories.

Company may employ proprietary positioning techniques, coding and other resources, as it deems necessary to improve Customer's positioning. Company reserves the right to create specially coded Web Pages to prevent competitors from copying code or any resources employed by Company.

3.4 Services.

Company will individually submit Customer's Web Pages to the search engines and directories as stated in the [Exhibit A](#).

Company will create custom reports for traffic and positioning of Customer's Web Site under this Agreement. Company will provide detailed reports as required by the Specifications and shall endeavor to provide the reports to Customer [monthly](#). Customer acknowledges that any reports provided by Company are to be considered estimates based

on industry standard reporting software and techniques and shall never be construed as an exact counting of each and every submission.

Company will provide editing services and continue to adjust all Web Pages, keywords and other media created under this Agreement for a period of **12 months** in order to increase the effectiveness of SEO services.

Company will create and employ the third-party tool **Google Analytics** for Customer:

Company will develop and maintain regular monitoring and reporting on search engine placement and SEO performance. Reports will be provided to Customer **on a monthly basis**.

Customer acknowledges the following with respect to services:

- a) Company accepts no responsibility for policies of third-party search engines, directories or other websites that Company may submit to with respect to the classification or type of content it accepts whether now or in the future. Customer's Website or content may be excluded or banned from any third-party resource at any time. Customer agrees not to hold Company responsible for any liability or actions taken by Third-party resources under this Agreement.
- b) Customer acknowledges that the nature of many of the resources Company may employ under this Agreement are competitive in nature. Company does not guarantee #1 positions, consistent positioning, "top 10 positions" or guaranteed placement for any particular keyword, phrase or search term. Customer acknowledges that Company's past performance is not indicative of any future results Customer may experience.
- c) Customer acknowledges that SEO and submissions to search engines and directories can take an indefinite amount of time for inclusion, unless paid inclusion programs are employed. Each edit or change made to any resources employed by Company will repeat these inclusion times.
- d) Customer acknowledges that any of the search engines, directories or

other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.

e) Customer acknowledges that search engines may drop listings from its database for no apparent or predictable reason. Company shall re-submit resources to the search engine based on the current policies of the search engine in question and whether pay inclusion programs are being used.

f) Company will endeavor to make every effort to keep Customer informed of any changes that Company is made aware of that impact any of the SEO Services and the execution thereof under this Agreement. Customer acknowledges that Company may not become aware of changes to Third-party resources, industry changes or any other changes that may or may not affect SEO services.

g) Customer acknowledges that some of the Third-party resources only offer paid inclusion programs that require a fee or continued maintenance or performance fees. Customer is solely responsible for all paid inclusion fees and must maintain adequate funds in any Third-party accounts in order to maintain inclusion in these resources.

h) Company reserves the exclusive right, for the duration of this Agreement, to approve or disapprove any design strategies, existing code or other techniques, whether requested by Customer or presently employed by Customer that are considered by Company to be detrimental to SEO and the execution of Company's services under this Agreement.

5. Compensation.

For all of Company's services under this Agreement, Customer shall compensate Company, in cash, pursuant to the terms of [Exhibit A](#) attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Company has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) bring legal action.

6. Confidentiality.

Customer and Company acknowledge and agree that the Specifications and all other documents and information related to the development of SEO will constitute valuable trade secrets of Company. Customer shall

keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Company's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

7. Limited Warranty and Limitation on Damages.

Company warrants that SEO products and services will conform to the usual practice and specifications. Customer acknowledges that Company does not warrant that SEO will work on all platforms. Customer acknowledges that Company will not be responsible for the results, productivity or any other measurable metric not specified in Exhibit A, obtained by Customer on SEO.

8. Independent Contractor.

Company shall be retained as independent contractors. Company will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Company's behalf. Company understands that they will not be entitled to any fringe benefits that Customer provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

9. General Provisions.

9.1 Entire Agreement.

This Agreement contains the entire Agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

9.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the people's republic of China. Exclusive jurisdiction and venue shall be in [the PuDong Court of Shanghai China](#) Superior Court.

9.3 Binding Effect.

This Agreement shall be binding upon and ensure to the benefit of Customer and Company and their respective successors and assigns, provided that Company may not assign any of their obligations under this Agreement without Customer's prior written consent.

9.4 Right to Remove Resources.

In the event Customer fails to make any of the payments set forth on Exhibit A within the time prescribed in Exhibit A, Company has no right to remove any SEO work done before.

9.5 Indemnification.

Customer warrants that everything it provides Company to employ in SEO is legally owned or licensed to Customer. Customer agrees to indemnify and hold Company harmless from any and all claims brought by any third-party relating to any aspect of SEO, including, but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by Customer's products/services, material supplied by Customer, copyright infringement, and defective products sold via SEO. Customer agrees to indemnify Company from responsibility for problems/disruptions caused by third-party services that Customer may use such as merchant accounts, shopping carts, shipping, hosting services, real time credit card processing and other services that relate to the ownership and operation of SEO or multimedia project.

9.6 Use of Material for Promotional Purposes.

Customer grants Company the right to use its work in producing SEO for promotional purposes and/or to cross-link it with other advertising developed by Company. Customer grants Company the right to list, reference or otherwise identify Customer as a client of Company in Company's advertising and marketing.

9.7 Attorney's Fees.

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to

recover its actual attorney's fees and costs, including expert witness fees.

Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above.

Pioneer Media. LLC

By: Li Sheng

Suite 509 No. 196 Xin Jin Qiao Rd. Pudong Shanghai China

Title: SEO Specialist and website developer

Date signed: _____

<<Company>>

By: _____

Title: _____

Date signed: _____

Exhibit A

1. Service term, minimum time 6 months, ideal term of SEO project 12 months, [from Oct.1, 2022 to Sep. 30, 2023.](#)
2. SEO Domain www.holoor.cn
3. Keywords will be listed after proceeding SEO job.
4. Term of payment: before starting to work every month
5. Monthly report on 30th of each month;
6. China taxed invoice is provided upon request
7. Site SEO
8. Off Site SEO include China social media optimization
[Click to read the SEO content marketing at www.SEOTalent.tech](#)