

SERVICE AGREEMENT

for Local SEO Services — Google Business Profile Optimization

No. _____ • _____, this ____ day of _____, 20____

Individual Entrepreneur EGOR PETROVSKIY (Certificate No. 011-10050, Identification Number 322751946), acting under the laws of Georgia, hereinafter referred to as the "**Contractor**", on the one hand, and

CLIENT

Name / Company: _____

Registered / residential address: _____

Registration number (if applicable): _____

Email: _____

Phone: _____

hereinafter referred to as the "**Client**", the Contractor and the Client hereinafter jointly referred to as the "**Parties**" and individually as a "Party", have entered into this Service Agreement (the "Agreement") as follows.

1. DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings set out below:

- 1.1.** "Profile" means the Client's Google Business Profile (Google Maps) listing in respect of which the Services are provided.
- 1.2.** "Services" means the Local SEO services aimed at improving the visibility of the Profile in Google local search results, as further described in Section 3.
- 1.3.** "Billing Period" means a calendar month of service provision, unless otherwise agreed by the Parties.
- 1.4.** "Target Keywords" means the list of search queries agreed by the Parties, in respect of which the Profile's ranking is tracked.
- 1.5.** "Local Falcon" means the independent geo-grid ranking tool used to measure the visibility of the Profile for the purposes of Section 8.
- 1.6.** "Confidential Information" means any technical, financial, commercial or organizational information disclosed by one Party to the other in connection with the Agreement that is not publicly available.

2. SUBJECT OF THE AGREEMENT

- 2.1.** The Contractor undertakes to provide the Services described in Section 3 to the Client, and the Client undertakes to accept and pay for such Services in accordance with the terms of the Agreement.
- 2.2.** The purpose of the Services is to improve the visibility of the Client's Profile in Google local search results for the agreed Target Keywords within the agreed geographic radius.
- 2.3.** This Agreement is a framework agreement establishing the general terms of cooperation between the Parties; the specific parameters of a given project are set out in Section 4 or in an additional protocol (Appendix) executed by the Parties.
- 2.4.** The Contractor is not an agency affiliated with Google LLC and does not guarantee the behavior of third-party algorithms, except as expressly provided in Section 8 of the Agreement.

3. SCOPE AND PROVISION OF SERVICES

- 3.1.** Under the Agreement, the Contractor shall provide the following Services, including but not limited to:
- optimization and management of the Profile (categories, attributes, description, business hours, products/services, photo and video content);
 - development and implementation of a Local SEO strategy tailored to the Client's industry and region;
 - work on local ranking signals (NAP consistency, citations, local links, content);
 - organization and support of the Client's customer review generation process;
 - weekly/monthly monitoring of the Profile's rankings via Local Falcon;
 - provision of periodic reporting in accordance with Section 7 of the Agreement.
- 3.2.** The Services shall be provided in accordance with current industry standards and Local SEO best practices known to the Contractor at the relevant time.
- 3.3.** The Contractor shall be entitled to independently determine the specific methods and techniques used to provide the Services and to adjust the strategy taking into account:
- changes in Google's algorithms and Google Business Profile policies;
 - the competitive environment in the Client's niche and region;
 - interim results and analytics data.
- 3.4.** The Services do not include: website development or technical support, paid search/social advertising, legal support for business registration, or any work not expressly listed in Section 3.1, unless separately agreed by the Parties in writing.

4. PROJECT PARAMETERS

Google Business Profile link: _____

Agreed Target Keywords: _____

Base location (coordinates): _____

Visibility tracking radius: _____

Service start date: _____

4.1. Any change to the parameters set out in this Section shall require the Parties' mutual written consent, evidenced by an addendum or by electronic correspondence (including email), which the Parties acknowledge as legally binding.

5. FEES AND PAYMENT TERMS

Service fee per Billing Period: _____

5.1. The total term of the Services under the Agreement is 6 (six) months from the service start date specified in Section 4, unless otherwise agreed by the Parties.

5.2. Payment is made monthly on a 100% (one hundred percent) advance payment basis for the upcoming Billing Period.

5.3. The first payment shall be made by the Client within 3 (three) business days from the date of signing the Agreement. The Contractor's obligation to commence the Services arises upon receipt of the first payment in full.

5.4. Payment shall be made by bank transfer to the details specified by the Contractor, or by any other method agreed in writing by the Parties (including electronic payment systems).

5.5. All bank charges, payment processing fees and other costs associated with the transfer of funds shall be borne by the Client and shall not be deducted from the service fee.

5.6. In the event of a delay in payment by the Client, the Contractor shall be entitled to suspend the provision of the Services until payment is received in full, having notified the Client in writing.

5.7. If a payment delay exceeds 10 (ten) business days, the Agreement shall be deemed terminated at the Contractor's initiative, without recourse to court; resumption of cooperation shall require execution of a new agreement with a minimum term of 6 (six) months.

5.8. All amounts set out in the Agreement are fixed for the entire term of the Agreement and may not be unilaterally revised, except as expressly provided in the Agreement or a written addendum agreed by the Parties.

6. TERM AND TERMINATION

6.1. The Agreement enters into force upon execution by both Parties (or, in the case of electronic execution, upon the last signature being affixed) and remains in effect until the Parties' obligations are fully performed.

6.2. Termination within the first 30 days

6.2.1. The Client may unilaterally terminate the Agreement within the first 30 (thirty) calendar days from the date of its execution, without stating reasons, by written notice to the Contractor.

6.2.2. In such case, the payment made for the first Billing Period shall be non-refundable, as it corresponds to costs actually incurred by the Contractor at the commencement of the Services (audit, setup, strategy launch).

6.3. Early termination after the first 30 days

6.3.1. If the Client terminates the Agreement after the first 30 (thirty) days from the date of execution: all payments previously made shall be non-refundable; the current paid Billing Period shall be deemed fully rendered regardless of the actual date of cessation of the Services within it.

6.4. The Contractor may unilaterally terminate the Agreement in the event of a material breach by the Client of its obligations (including, without limitation, payment delay, failure to grant access to the Profile, or systematic failure to provide content under Section 9), by giving the Client at least 5 (five) business days' written notice.

6.5. Termination of the Agreement shall not relieve the Parties of obligations accrued prior to termination (including confidentiality obligations under Section 12).

7. REPORTING AND ACCEPTANCE

7.1. The Contractor shall provide the Client with a monthly report on work performed and results achieved, including data obtained via Local Falcon.

7.2. The report shall be sent to the Client by email or another agreed communication channel no later than 5 (five) business days after the end of the relevant Billing Period.

7.3. The Client may submit reasoned objections to the report within 3 (three) business days of receipt, specifying the relevant remarks in writing.

7.4. If no objections are received within the specified period, the report shall be deemed accepted by the Client without remarks, and the Services for the relevant Billing Period shall be deemed duly and fully rendered.

8. PERFORMANCE GUARANTEE

- 8.1.** Subject to the Client's full compliance with its obligations under Section 9, the Contractor undertakes to achieve Top-3 rankings for the Client's Profile in Google local search results for at least 3 (three) agreed Target Keywords within the agreed radius, within the term of the Agreement referred to in Section 5.1.
- 8.2.** The result shall be measured solely on the basis of data from Local Falcon as of the final verification date agreed by the Parties.
- 8.3.** If the agreed result is not achieved by the end of the term of the Agreement, the Contractor shall, at its election:
- refund to the Client 100% (one hundred percent) of the amounts actually paid under the Agreement; or
 - offer the Client a customized continuation plan aimed at achieving the agreed result, at no additional cost to the Client for the duration of such continuation.
- 8.4.** The choice between the options set out in Section 8.3 shall belong to the Client.
- 8.5.** The refund under Section 8.3 shall not include reimbursement of bank charges, payment processing fees, or any indirect costs incurred by the Client.
- 8.6.** The guarantee set out in this Section applies only where all of the following conditions are simultaneously met:
- the Client has fully and timely performed its obligations under Section 9 of the Agreement;
 - no material change in Google's ranking algorithms affecting Local SEO generally has occurred during the term of the Agreement;
 - the visibility of the Profile has not been affected by external circumstances beyond the Contractor's control (third-party actions, suspension or restriction of the Profile through no fault of the Contractor, force majeure under Section 14);
 - the Services have not been suspended due to a payment delay by the Client.
- 8.7.** If any of the conditions in Section 8.6 is not met, the guarantee under this Section shall not apply, without prejudice to any other rights available to the Client under the Agreement or applicable law.

9. CLIENT OBLIGATIONS

For the proper provision of the Services, and as a condition of the guarantee under Section 8, the Client undertakes to:

- 9.1.** Grant the Contractor "Manager"-level (or higher) access to the Profile and any other platforms and accounts required, within 3 (three) business days from the service start date.
- 9.2.** Provide content for the Profile on a monthly basis, at minimum: at least 1 (one) video; at least 10 (ten) photos.

- 9.3.** Actively participate in obtaining customer reviews, including by: implementing review collection tools (e.g., a QR review stand / QR review code display at the point of service); sending review requests to customers after service delivery; following the Contractor's recommendations on review generation.
- 9.4.** Respond to Contractor requests requiring the Client's cooperation (approval of materials, granting of access, feedback on reports) within 3 (three) business days.
- 9.5.** Pay for the Services in a timely manner and in full, in accordance with Section 5 of the Agreement.
- 9.6.** Refrain from unilaterally changing the Profile's settings, categories or content without prior coordination with the Contractor where this may affect the agreed strategy.
- 9.7.** Warrant that all materials provided (photos, videos, text, reviews) do not infringe the rights of third parties, including copyright, and comply with applicable law and Google's policies.

10. INTELLECTUAL PROPERTY

- 10.1.** All methodologies, strategies, report templates, analytical tools and other intellectual property created or used by the Contractor in the course of providing the Services (excluding content supplied by the Client itself) shall remain the exclusive property of the Contractor.
- 10.2.** Materials provided by the Client (photos, video, text, trademarks) shall be used by the Contractor solely for the purposes of performing the Agreement; the Client grants the Contractor a non-exclusive, royalty-free license to use such materials for the term of the Agreement.
- 10.3.** The work product (the optimized Profile content) shall belong fully to the Client and shall remain on the Client's account following termination of the Agreement.

11. LIABILITY

- 11.1.** For failure to perform or improper performance of obligations under the Agreement, the Parties shall be liable in accordance with applicable law, except as otherwise provided herein.
- 11.2.** The Contractor shall not be liable for:
- changes to Google's ranking algorithms or Google Business Profile policies;
 - suspension, restriction or removal of the Profile by Google for reasons unrelated to the Contractor's actions;
 - actions of third parties, including unfair competition, fake negative reviews, or other external interference;
 - any losses of the Client that are not the direct and immediate result of the Contractor's culpable acts or omissions.

- 11.3.** The Contractor's aggregate liability under the Agreement (except in cases of willful misconduct or gross negligence) shall be limited to the amount actually paid by the Client under the Agreement for the last 3 (three) Billing Periods preceding the event giving rise to liability.
- 11.4.** Neither Party shall be liable for loss of profit, indirect damages, reputational harm, or any losses arising from the provision of inaccurate, incomplete or untimely information by the other Party.
- 11.5.** The Contractor does not guarantee any specific commercial results (revenue, number of leads/customers, etc.), except as expressly provided in the guarantee under Section 8.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1.** The Parties undertake to keep confidential all Confidential Information disclosed to them in connection with the performance of the Agreement, and not to disclose it to third parties without the other Party's prior written consent, except as required by applicable law.
- 12.2.** The confidentiality obligations shall survive for 2 (two) years following termination of the Agreement.
- 12.3.** To the extent personal data is processed in connection with the Agreement, the Parties shall comply with applicable data protection law, including, where applicable, Regulation (EU) 2016/679 (GDPR) and Spanish Organic Law 3/2018 (LOPDGDD).
- 12.4.** Each Party, acting as a data controller, shall be solely responsible for the lawfulness of the processing of any personal data it provides to the other Party for the purposes of the Agreement.
- 12.5.** Data received by the Contractor from the Client shall be used solely for the purpose of providing the Services and shall not be disclosed to third parties, other than subcontractors and services directly involved in providing the Services (in particular, Local Falcon), and only for as long as necessary for such purposes.

13. ENGAGEMENT OF THIRD PARTIES

- 13.1.** The Contractor may engage third parties (subcontractors) to provide the Services without further approval from the Client, while remaining responsible to the Client for the results of their work as for its own.

14. FORCE MAJEURE

- 14.1.** The Parties shall be released from liability for full or partial non-performance of their obligations under the Agreement if such non-performance results from force majeure circumstances: natural disasters, military action, acts of governmental

authorities, widespread internet or Google service outages, epidemics, and other circumstances beyond the reasonable control of the Parties.

14.2. A Party affected by such circumstances shall notify the other Party in writing within 5 (five) business days of the occurrence and expected duration of such circumstances.

14.3. If force majeure circumstances continue for more than 30 (thirty) consecutive calendar days, either Party may terminate the Agreement unilaterally by written notice to the other Party; in such case, any payments made but not yet rendered as Services shall be refunded to the Client on a pro-rata basis.

15. NOTICES

15.1. All notices under the Agreement shall be sent to the email addresses specified in Section 18 and shall be deemed received on the next business day after sending, unless proven otherwise.

15.2. A Party shall notify the other Party of any change to its details specified in the Agreement within 5 (five) business days of such change.

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Spain, excluding its conflict-of-laws rules.

16.2. Any dispute arising out of or in connection with the Agreement shall first be addressed through good-faith negotiations between the Parties within 15 (fifteen) business days of a written claim being sent.

16.3. Failing an amicable resolution, the dispute shall be submitted to the competent courts of the Contractor's place of business, unless mandatory consumer-protection jurisdiction rules under applicable law provide otherwise.

17. MISCELLANEOUS

17.1. The Agreement, including all of its Sections, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written agreements on that subject.

17.2. Any amendments to the Agreement shall be valid only if made in writing and signed by both Parties, including by way of a qualified or simple electronic signature (including electronic signature services such as DocuSign).

17.3. The Agreement may be executed as an electronic document and/or exchanged by email in scanned form; such methods of execution shall be deemed by the Parties equivalent to execution of the Agreement in simple written form on paper.

17.4. If any provision of the Agreement is held invalid or unenforceable, this shall not affect the validity of the remaining provisions.

17.5. Neither Party may assign its rights and obligations under the Agreement to a third party without the other Party's prior written consent, except for the engagement of subcontractors under Section 13.

17.6. This Agreement is executed in the English language in two counterparts of equal legal force, one for each Party. If a Russian-language version of this Agreement exists and discrepancies arise between the versions, the version in the language expressly agreed by the Parties in a written addendum shall prevail; absent such agreement, the version signed by the Parties shall prevail.

18. PARTY DETAILS AND SIGNATURES

CONTRACTOR

Individual Entrepreneur EGOR PETROVSKIY
Certificate No.: 011-10050
Identification Number: 322751946
Registration Number and Date: 01/07/2022
Registering Authority: LEPL National Agency
of Public Registry
Registered Address: Georgia, Adigeni region,
village Untsa
Website: geo-clients.com
Email: getmapsleads@gmail.com
Phone: +995 568 75 43 22

CLIENT

Contractor's signature: _____ Date: _____

Client's signature: _____ Date: _____