



Pharmaden LLC Agreement to 1st Page Video Listing**

Please see attached terms and conditions.

Your Information:

Name: _____ Phone _____

Address _____ Cell _____

Address _____ Fax _____

E-mail: _____

Website: _____

Billing Contact Information (if different than above):

Name: _____ Phone _____

Address _____ Cell _____

Address _____ Fax _____

E-mail: _____

Do we have permission to use pictures, text, and description of your practice from your website?

YES NO

If Top Search Video cannot use your website, please submit up to 6 pictures (recommended: before/after pictures, pictures of your good/service, staff picture, inside your office or street view) along with any information you would like on your video description (max. 400 words). **Please attach this information to this document or email it to info@topsearchvideo.net.**

Summary of Services Keywords (EX: invisalign, dentures, manicure, home repair, etc...)

Summary of Targeted Cities/Neighborhood/Boroughs/Townships

SEARCHES: The terms people search the internet for when looking for a specific item/service. For instance, when choosing a particular dental treatment or dentist a person will do a search using their city, township, or borough plus the treatment they want. For example “oak brook dental implants”.

PRICING:

Each bundle can have up to 10 search combinations

Example: 6 cities surrounding your office X 8 different dental search words = 48 different search combinations.

- BUNDLE 1: 1-10 searches= \$199 a month plus a deposit of \$99 for video creation
- BUNDLE 2: 11-20 searches= \$398 a month plus a deposit of \$198 for video creation
- BUNDLE 3: 21-30 searches= \$597 a month plus a deposit of \$297 for video creation
- BUNDLE 4: 31-40 searches= \$796 a month plus a deposit of \$396 for video creation
- BUNDLE 5: 41-50 searches= \$995 a month plus a deposit of \$495 for video creation
- BUNDLE 6: 51-60 searches= \$1194 a month plus a deposit of \$594 for video creation
- BUNDLE 7: 61-70 searches= \$1393 a month plus a deposit of \$693 for video creation
- BUNDLE 8: 71-80 searches= \$1592 a month plus a deposit of \$792 for video creation
- BUNDLE 9: 81-90 searches= \$1791 a month plus a deposit of \$891 for video creation
- BUNDLE 10: 91-100 searches= \$1990 a month plus a deposit of \$990 for video creation

Your total monthly cost: _____

Your total for one-time deposit for video creation: _____ \$0 _____

The total cost will be automatically put on your credit card every month for 12 months. After 12 months, payments will turn into monthly billing. The client may opt out of the contract at any time after the initial 12 months by contacting Top Search Video. The billing cycle begins when the 1st video appears on the first page of Google. This date will establish the day of the billing cycle for the next 12 months. Top Search Video will email a monthly ranking report of each search for the month with your paid receipt. Not all searches will rank on the first page of Google for 12 months. However, in the rare case that more than 60% of the searches do not rank on the first page of Google after 90 days, up to 10 additional searches will be created and submitted to Google with the intent to increase the total amount of searches. There will be no additional fees to the client for these additional searches.

*Billing will start per month when first video appears on the first page of Google.

****Organic search results** are listings on [search engine](#) results pages that appear because of their relevance to the search, as opposed to their being advertisements. In contrast, non-organic search results may include [pay per click](#) advertising. They are located on the top and side of the page. Your videos will be in the organic section.

******I am undecided at this time on my search words and total fee. However, by signing this contract it will guarantee my exclusivity in areas surrounding my office. My search words will be determined within the next 30 days.**

X _____

SUMMARY OF PAYMENT

ONE-TIME DEPOSIT FOR VIDEO CREATION FEE

Select One: Visa/Discover/MasterCard/American Express

Please fill the Credit Card information. Do not send credit card details via standard email, as this is not secure, please use the secure fax line 888-202-3656 to fax your contract.

Credit Card Information

CREDIT CARD NUMBER: _____

EXP DATE: _____ (mm/yyyy)

SIGNATURE: _____

Name on card: _____

(PLEASE PRINT CLEARLY)

Total Due \$99.00 per bundle

Monthly Billing will start when the first video appears on Google and will be \$199.00/month per bundle.

MONTHLY FEE

Select One: Visa/Discover/MasterCard/American Express

Please fill the Credit Card information. Do not send credit card details via standard email, as this is not secure, please use the secure fax line 888-202-3656 to fax your contract.

Credit Card Information

CREDIT CARD NUMBER: _____

EXP DATE: _____ (mm/yyyy)

SIGNATURE: _____

Name on card: _____

(PLEASE PRINT CLEARLY)

Pharmaden, LLC is authorized to charge \$199.00 per bundle each month on the credit card number above plus \$99.00 one time creation fee for each bundle.

_____ (signature)

How did you hear about us? (Circle One)

Call Fax Email Other _____

All providers who choose to 1st Page Video** with Pharmaden LLC (Client) agree to the following terms and conditions which are hereby incorporated and made part of the Pharmaden Agreement to 1st Page Video Listing** (collectively, the "Agreement"). Pharmaden LLC reserves the right to amend these terms & conditions. Pharmaden LLC may terminate this Agreement if the terms & conditions are broken or if other disputes arise.

1. Term

This Agreement shall begin on the Start Date & continue through the End Date set forth in the Contract Details section on the prior page.

2. General Requirements

Timely payment of all invoices for Pharmaden LLC services (i.e. no "past-due" balances).

3. Video Requirements

Client gives permission to Pharmaden LLC to use pictures, text, and information from Clients website. If Client does not want Pharmaden LLC to use information from Clients website, Client will submit up to 6 pictures and maximum 400 word description. All Client pictures and/or video submitted to Pharmaden LLC has been granted permission and has a signed release to use by their clients/patients.

4. Payment Policies

Please refer to the prior page for your detailed payment schedule. All first payments are due/collected at contract signing. Monthly payments begin when one video appears on the required specified requirements: the first page of Google and will be due/collected on the anniversary date of your first payment for the duration of the contract. Late payments may be charged a monthly fee of 1.5% of the past due balance or the maximum monthly amount permitted by law. After the initial 12 months, payments will turn into monthly billing. The client may opt out of the contract at any time after the initial 12 months by contacting Top Search Video.

5. Representations by Client

Client hereby represents and warrants to Pharmaden LLC that (a) Client has full power, authority and legal capacity to execute and deliver this Agreement, (b) Client is in compliance with and possesses all necessary state or local license to conduct its business, and (c) Client has provided all materials and information to Pharmaden that is required for Client 1st page Video** to comply with all state and local requirements.

Please certify that you and/or your company is in compliance with all state and local licensing requirements.

Please check one:

Yes Please provide all relevant **License Numbers:** _____

No There are no state or local licenses applicable to me or my company.

6. Indemnification by Client

Client hereby agrees to indemnify, defend and hold harmless Pharmaden LLC and its respective directors, managers, officers, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and attorneys (fees)) and/or judgments incurred or suffered by any of the Pharmaden LLC that result from or arise out of, directly or indirectly, any (a) breach of any representation and warranty of Client, and/or (b) breach of any covenant or agreement on part of Client under this Agreement.

7.

The video is the property of Top Search Video (Pharmaden LLC) and client agrees not to use the video for any purpose without the written consent of Top Search Video. I will not duplicate or create similar videos for the purposes of ranking on the first page of Google. Top Search Video will have their contact information at the end of each video.

8. Governing Law; Jurisdiction

This Agreement shall be governed by the laws of the State of Florida, notwithstanding the choice of law provisions. Client agrees and consents to the exclusive jurisdiction of the state or federal courts located in Ft. Myers Beach, Florida and waive any defense of lack of personal jurisdiction or improper venue or forum non convenient to a claim brought in such court, except that Pharmaden may elect, in its sole discretion, to litigate the action in the county or state where any breach by Client occurred or where Client can be found.

****By signing below you are agreeing to all the terms and conditions of the contract, including the list on the last page. Please sign both****

Client Signature _____ Print Name _____ Date _____

Pharmaden LLC: 2800 Estero Blvd, #301, Ft. Myers Beach, FL 33931 phone 630-537-0106, fax 888-202-3656