

# Area-wise Promoter Agreement

World leader in Real Estate is now in India!



## CEEYEN.com

All Owners! No Brokers & Commissions....



Area Promoter Name: .....

Area Promoter State: .....

Area Promoter District: .....

Area Promoter Code: .....

Area Promoter Address: .....

Key Person Name: .....

Contact Number: .....

Email : .....

Allotted Pincode : .....

Additional Pincodes Allotted : .....

# **“Ceeyen.com” Area Promoter Agreement**

THIS AGREEMENT (“the Agreement”) is made this ..... day of .....20....,

## **BY AND BETWEEN:**

Ceeyen Concepts Private Limited a registered business organization, and the owners of Ceeyen.com Real Estate Concept (Website, Concept, Brand Owner etc) having its principal place of business and office at .....  
....., Tamilnadu State, India  
(hereinafter referred to as “the Company or Ceeyen Concepts Private Limited system of unique Real Estate Marketing or Ceeyen.com”, which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

## **AND**

..... Proprietor / Partner / Managing Director of M/s. .... and  
the place of business situated at ..... and the place of business situated at .....  
.....State, (hereinafter referred to as “Area  
Promoter” or Ceeyen.com Area Promoter, which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

## **WITNESSETH:**

WHEREAS, the Company has developed and owns an unique system for posting Real Estate offers especially for Sale, Rental and Lease directly from the owners without any mediators, brokers or any other form of third party involvement and Online bookings of halls, auditoriums etc. and operate the same all over India and through the website [www.ceeyen.com](http://www.ceeyen.com) and the same is developed and owned by the Company (the “Ceeyen.com Real Estate System” or “System”)

WHEREAS, the distinguishing characteristics of Area-wise Promoter’s Ceeyen.com Real Estate Marketing System include, without limitation, the names “Ceeyen.com” and “Ceeyen.com Real Estate Marketing System”; specially designed buildings, distinctive interior and exterior layouts, décor, colour schemes and furnishings; confidential marketing strategies, development and implementation tools, website, software, mobile applications for operating Ceeyen.com and Ceeyen.com Real Estate Marketing System; specialized system and design; standards and specifications for apparatus, apparatus layouts, products, operating procedures, and management programs, all of which may be changed, improved, and further developed by the Company time to time;

WHEREAS, the Company identifies the Ceeyen.com System by means of certain trade names, service marks, trademarks, logos, emblems and other indicia of origin, including, but not limited to, the mark “CEEYEN.COM” and “CEEYEN.COM” and such other trade names, service marks, trademarks and trade dress as are now, or may hereafter, be designated by The Company for use in connection with the CEEYEN.COM System. (Collectively referred to as the “Proprietary Marks”);

WHEREAS, Company continues to develop, use and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed there under in the CEEYEN.COM System and to represent the System's high standards of quality, appearance and service;

WHEREAS, The Area Promoter wishes to be assisted, trained and licensed as a CEEYEN.COM Area-wise Promoter and licensed to use, in connection therewith, the CEEYEN.COM System of Real Estate Marketing;

WHEREAS, The Area Promoter understands the importance of the CEEYEN.COM and CEEYEN.COM system of Real Estate Marketing and its high and uniform standards of quality, promotional methods, appearance and service, and the necessity of opening and operating CEEYEN.COM in conformity with the CEEYEN.COM System;

NOW, THEREFORE, the parties hereto agree as follows:

## **I. APPOINTMENT**

**1.01** The Company grants to The Promoter to open and operate as an exclusive Area-wise Promoter of CEEYEN.COM Real Estate Marketing System (the "Unit", "Area-wise Unit", Area-wise Promoter Office", "Area-wise Promoter Business" or Area Promoter") at one Area only, such

Area and location to be described as:

Area Promoter ID: .....

**Name: M/s. ....**

**Full Communication Address: ....**

.....

.....

**Landmark: ....**

**State: ....**

**District: ....**

**Pincode: ....**

**Contact Number (Office): ....**

**Contact Number (Personal): ....**

**Email ID: ....**

**Allotted Pincode: ....**

**Additional Pincodes allotted: ....**

Upon the terms and conditions herein contained and subject to the terms and conditions contained in the Area Promoter agreement between The Company and The Area Promoter, dated ....-....-....., (the "Promoter Agreement"), which is incorporated herein by reference; and a license to use in connection therewith The Company's Proprietary Marks and the CEEYEN.COM System.

#### **Bank Account details**

**Account name:** .....

**Account type:** .....

**Bank:** .....

**Account number:** .....

**Branch:** .....

**IFSC:** .....

#### **1.02 Protected Territory**

1. Subject to the terms and conditions of this agreement and provided The Promoter is not otherwise in default of this agreement and / or any other Agreement between The Company (or any parent, subsidiary or affiliate or The Company) and The Promoter (or any parent, subsidiary or affiliate or The Promoter), The Company shall not establish, nor franchise another to establish a concept under the CEEYEN.COM System, for the term of this Agreement, within the area described in Exhibit "C" of this Agreement (the "Protected Area"), without The Promoter's prior written consent.
2. The provisions of Section 1.02 (A) hereof shall not apply if the Area-wise Promoter is operated in any of the following types of locations and / or with respect to such locations within the Protected Area, at which The Company retains the right, in its sole discretion, to promote and / or operate CEEYEN.COM Real Estate Marketing System, and to promote by any means Real Estate Marketing System:
  1. Existing business place and / or Area for which Promoter Agreements were previously executed
  2. Transportation facilities (including airports, train stations, bus stations etc.)
  3. Institutional feeding facilities (including, but not limited to, airports, hospitals, hotels, and corporate or school cafeterias
  4. Government institutions and facilities
  5. Military bases
  6. Casinos
  7. Amusement and / or theme parks

**1.03.** Except as otherwise set forth herein, (a) the promotion granted to The Area Promoter under this Agreement is non-exclusive, and grants to The Promoter the rights to establish and operate the business place / office at only the specific location set forth hereinabove, (b) no exclusive, protected or other territorial rights in the contiguous area or market of such Area-wise Promoter or otherwise is hereby granted or to be inferred and (c) The Company and / or its affiliates have the right to operate and grant as many other Promoter for the operation of CEEYEN.COM System of Real Estate Marketing, anywhere in the world, as they shall, in their sole discretion, elect.

## **II. Term**

**2.01.** Except as otherwise provided in this Agreement, the term of this Agreement shall be valid and binding upon the Parties for a period of 12 months from the date of acceptance of Agreement. The Agreement will be considered to be automatically renewed for another 12 months unless terminated by either Party in accordance with the Terms of this Agreement. For all purposes under this Agreement, the date of the commencement of operation of the promotion shall be the date verified in writing by The Company and delivered to The Promoter in a form substantially similar to the Notice attached hereto as Exhibit A. The Promoter agrees and shall be obligated to operate the State-wise promotion and perform hereunder for the full Term of this Agreement.

**2.02.** The Promoter may, at its option, continue additional period provided that,

- A. The Promoter gives The Company written notice of such election to renew not less than three (3) months nor more than Six (6) months prior to the end of the term;
- B. The Promoter executes The Company's then-current standard form of promoter agreement, which may include, without limitation, a higher royalty fee / commissions and a higher advertising contribution, if any, than that contained in this Agreement; and the term of which shall be the renewal term as specified in Section 2.02. hereof, but shall contain no further renewal rights;
- C. The Promoter executes a general release in a form prescribed by The Company of any and all claims against The Company and its subsidiaries, and affiliates, and their respective officers, directors, agents and employees;
- D. The Promoter is not in default of any provision of this Agreement, or any amendment hereof or successor hereto, or any other agreement between The Promoter and The Company, or any subsidiary or affiliate of The Company, and The Promoter has fully and faithfully performed all of The Promoter's obligations throughout the term of this Agreement;
- E. The Promoter has paid or otherwise satisfied all monetary obligations owed by The Promoter to The Company and its subsidiaries and affiliates and any indebtedness of The Promoter which is guaranteed by The Company, and The Promoter has timely paid or otherwise satisfied these obligations throughout the term of this Agreement;
- F. The Promoter agrees, at its sole cost and expense, to reimage, renovate, refurnish and moderate the business premises / office, within the time frame required by the Company, including building design, parking lot, landscaping, equipment, signs, interior and exterior décor items, fixtures, furnishings, trade dress, colour scheme, presentation of trademarks and service marks, supplies and other products and materials to meet The Company's then-current standards, specifications and design criteria for CEEYEN.COM System of Real Estate Marketing, as contained in the then-current Area-wise Promoter agreement, Confidential Operating Standards Manual (as defined herein), or otherwise in writing, including, without limitation, such structural changes, remodeling and redecoration and such modifications to existing improvement as may be necessary to do so.

## **F. III. FEES**

**3.01.** In consideration of the promotion granted to The Area-wise Promoter herein, The Promoter shall pay to the Company the following:

- A. Non-refundable deposit of INR. 75,000 (Indian Rupees Seventy Five Thousand only) payable upon execution of this Agreement by The Promoter. Such endorsement fee shall be fully earned by The Company upon execution of this Agreement by The Promoter and one time setup fees of INR. 5,000 (Indian Rupees Five Thousand only) and which includes the custom made billing software, billing system, Area-wise promoter dashboard, business sign board and the promotional expenses. All the payments are exclusive of GST or other applicable taxes. Additional pin

codes shall be charged INR. 5,000 (Indian Rupees Five Thousand only) per pin code and the additional pincodes shall be allotted based solely on the Area Promoter's infrastructure and investment capability.

- B. The promoter shall be paid Twenty Percentage (20% only) profit share of the total revenue (Gross Sales) generated from the whole business through direct posting, client posting, online bookings, advertisements etc in the allotted Area. All business activates shall be available on the Area-wise promoter dashboard provided by the Company on time. All commission payment will be closed in the last day of every month and will be settled the same on or before 5th day of every month through account transfer / RTGS / NEFT to the Bank account provided by the Area-wise Promoter.
- C. The selection of media and locale for media placement shall be at the sole discretion of the Company.
- D. All reasonable costs incurred by the Company or charged to the Company by third parties for market research and the promotion and dissemination of advertising, marketing and promotional materials may be debited from the Advertising Fund allotted to the Promoter.
- E. The Area Promoter shall be charged an annual levy of INR. 5,000 (Indian Rupees Five Thousand only) on or before the 10th day of January each Year, through a debit note or charged separately at the sole discretion of the Company.

**3.02.** If any monetary obligations owed by The Promoter to The Company and its subsidiaries and affiliates are more than seven (7) days overdue, The Promoter shall, in addition to such obligations, pay to The Company a sum equal to one and one-half percent (1.5%) of the overdue balance per month, or the highest rate permitted by law, whichever is less, from the due date of payment

**3.03.** For the purpose of this Agreement, the term "Gross Sales" shall mean all revenues generated by the Promoter's business conducted upon, from or with respect to the allotted Area, whether such sales are evidenced by cash, check, credit, charge, discount tickets (such as Flipkart Discount Cards, Amazon Discount Cards etc), barter or exchange. Gross Sales shall include, without limitation, monies or credit received from the postings, online bookings and merchandise from tangible property of every kind of nature, promotional or otherwise, and for services performed from or at the Promoter's allotted Area, including without limitation such off-premise services such as promotion and deliverance. Gross sales shall not include the online postings, online bookings or merchandise for which refunds have been made in good faith to customers, the sale of equipment used in the operation of the allotted Area, nor shall it include sales, promotion, use or excise tax imposed by a Governmental authority directly on sales and collected from customers; provided that the amount of such tax is added to the selling price / service charges / posting fees or absorbed therein, and is actually paid by the Promoter to such Governmental authority.

#### **IV. PROPRIETARY MARKS**

**4.01.** It is understood and agreed that the promotion granted herein to use The Company's Proprietary Marks applies only to use in connection with the operation of the allotted Area / area in this Agreement at the location designated or which may hereafter be designated, in the Confidential Operating Standards Manual or otherwise in writing as a part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Company), and does not include any other mark, name or indicia of origin of The Company now existing or which may hereafter be adopted or acquired by The Company.

**4.02.** With respect to The Promoter's use of the Proprietary Marks pursuant to this Agreement, The Promoter acknowledges and agrees that:

- A. The Promoter shall not use the Proprietary Marks as part of The Promoter's corporate or other business name;
- B. The Promoter shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such manner as might, in any way, make The Company liable thereof, without The Company's prior written consent;

- C. The Promoter shall execute any documents and provide such other assistance deemed necessary by The Company or its counsel to obtain protection for the Proprietary Marks or to maintain the continued validity of such Proprietary Marks; and
- D. The Company reserves the right to substitute different Proprietary Marks for use in identifying the System and the promotion operating there under, and The Promoter agrees to immediately substitute Proprietary Marks upon receipt of written notice from The Company.

**4.03.** THE PROMOTER EXPRESSLY ACKNOWLEDGES The Company's exclusive right to use the mark CEEYEN.COM for Real Estate services, Real Estate promotions and other related services; the building configuration; and the other Proprietary Marks of the System. The Promoter agrees not to represent in any manner that it has any ownership in the Proprietary Marks or the right to use the Proprietary Marks except as provided in this Agreement. The Promoter further agrees that its use of the Proprietary Marks shall not create in its favour any right, title or interest in or to the Proprietary Marks, and that all of such use shall inure to the benefit of The Company.

**4.04.** The Promoter acknowledges that the use of the Proprietary Marks outside the scope of this license, without The Company's prior written consent, is an infringement of The Company's exclusive right to use the Proprietary Marks and during the term of this Agreement and after the expiration or termination hereof, the Promoter covenant is not to, directly or indirectly, commit an act of infringement or consent or aid in contesting the validity or ownership of The Company's Proprietary Marks, or take any other action in derogation thereof.

**4.05.** The Promoter shall promptly notify The Company of any suspected infringement of, or challenge to, the validity of the ownership of, or The Company's right to use, the Proprietary marks licensed hereunder. The Promoter acknowledges that The Company has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event The Company undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, The Promoter agrees to execute any and all documents and to do such acts and things as may, in the opinion of counsel for The Company, be necessary to carry out such defense or prosecution. Except to the extent that such litigation is the result of The Promoter's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, The Company agrees to reimburse The Promoter for its out of pocket costs in doing such acts and things, except that The Promoter shall bear the salary costs of its employees.

**4.06.** The Promoter understands and agrees that its license with respect to the Proprietary Marks is non-exclusive to the extent that The Company has and retains the right under this Agreement:

- A. To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing Promoters;
- B. To develop and establish other promotional systems for the same, similar or different products or services utilizing Proprietary marks not now or hereafter designated as part of the System licensed by this Agreement, and to grant licenses thereto, without providing The Promoter any right therein; and
- C. To develop and establish other systems for the sale, wholesale or retail, or similar or different products utilizing the same or similar Proprietary Marks, without providing The Promoter any right therein.

**4.07.** The Promoter acknowledges and expressly agrees that any and all goodwill associated with the System and identified by the Proprietary Marks used in connection therewith shall inure directly and exclusively to the benefit of The Company and is the property of The Company, and that upon the expiration or termination of this Agreement or any other agreement, no monetary amount shall be assigned as attributable to any goodwill associated with any of The Promoter's activities in the operation of the Promoter business granted herein, or The Promoter's use of Proprietary Marks.

**4.08.** The Promoter understands and acknowledges that each and every detail of the CEEYEN.COM System is important to The Promoter, The Company, and other Promoters in order to develop and maintain high and uniform standards of quality and services, and hence to protect the reputation and goodwill of Ceeyen.com System's Real Estate marketing strategies. Accordingly, The Promoter covenants:



- A. To operate and advertise in the allotted Area, at The Promoter's own expense, under the name "CEEYEN.COM" without prefix or suffix;
- B. To adopt and use the Proprietary Marks licensed hereunder solely in the manner prescribed by The Company;
- C. To observe such reasonable requirements with respect to trademark registration notices as The Company may from time to time direct in the Confidential Operating Standards Manual or otherwise in writing.

**4.09.** In order to preserve the validity and integrity of the Proprietary Marks licensed herein and to assure that The Promoter is properly employing the same in the operation of the allotted Area, The Company or its agents shall at all reasonable times have the right to inspect The Promoter's operations, premises, and promotional areas and make periodic evaluations of the services provided and the products sold and used therein. The Promoter shall cooperate with The Company's representatives in such inspections and render such assistance to the representatives as may be reasonably requested.

**4.10.** The Promoter license / Agreement is not transferable.

#### **V. OBLIGATIONS OF CORPORATE OR PARTNERSHIP AS THE PROMOTER**

**5.01.** If the Promoter, or any successor to or assignee of The Promoter, is a corporation, or limited liability Company, limited liability partnership, or partnership firm (either registered or unregistered):

- A. The Promoter shall furnish to The Company, upon execution or any subsequent transfer of this Agreement, a copy of the Promoter's Articles of Incorporation, Certificate of Incorporation, bylaws and a list of shareholders showing the percentage interest of each, and shall thereafter promptly furnish The Company with a copy of any and all amendments or modifications thereto;
- B. The Promoter shall promptly furnish The Company, on a regular basis, with certified copies of such corporate records material to the Business operations as The Company may require from time to time in the Confidential Operating Standards Manual or otherwise in writing; and
- C. The Promoter shall maintain stop-transfer instructions against the transfer, on its records, of any securities with voting rights, subject to the restrictions of this Agreement, and each stock certificate of the corporate The Promoter representing each share of stock, shall have conspicuously endorsed upon it the following legend:
- D. "The transfer of this stock is subject to the terms and conditions of a CEEYEN.COM Promoter Agreement with CEEYEN.COM H.O dated ..... reference is made to the provisions of said Promoter Agreement and to the Articles and By-Laws of this corporation."

**5.02.** If The Promoter, or any successor to or assignee of The Promoter, is a partnership, limited partnership or limited liability partnership, The Promoter shall furnish to The Company, upon execution or any subsequent transfer of this Agreement, a copy of The Promoter's Articles of Partnership, if any, and Partnership Agreement, and shall thereafter promptly furnish The Company with a copy of any and all amendments or modifications thereto.

#### **VI. CONFIDENTIAL OPERATING STANDARDS MANUAL**

**6.01.** In order to protect the reputation and goodwill of The Company and the CEEYEN.COM System of Real Estate Marketing and to maintain uniform standards of operation under The Company's Proprietary Marks, The Promoter shall conduct the Business operations in accordance with The Company's Confidential Operating Standards Manual (hereinafter, together with any other manuals created or approved for use in the operation of the promotional Business granted herein, and all amendments and updates thereto, the "Manual")

**6.02.** The Promoter shall at all times treat the Manual, and the information contained therein, as confidential, and shall exhibit due diligence to keep such information secret and confidential. The Promoter shall not at any time, without The Company's prior written consent, copy, duplicate, record, or otherwise make the Manual accessible to any unauthorized person or entity.



**6.03.** The Manual shall at all times remain the sole property of the Company "Ceeyen Concepts Private Limited".

**6.04.** In order for The Promoter to benefit from new knowledge information, methods and technology adopted and used by The Company in the operation of the Real Estate Marketing System, the Company may from time-to-time revise the Manual and The Promoter agrees to adhere to and abide by all such revisions.

**6.05.** The Promoter agrees at all times to keep its copy of the Manual current and up-to-date, and in the event of any dispute as to the contents of The Promoter's Manual, the terms of the master copy of the Manual maintained by The Company at The Company's home office, shall be binding.

**6.06.** The Manual is intended to further the purposes of this Agreement and is specifically incorporated, by reference, into this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Manual, the terms of this Agreement shall control.

## **VII. DUTIES OF THE COMPANY**

**7.01.** The Company will make available to The Promoter such continuing advisory assistance in the operation of the Business promotion, in person or by electronic or written bulletins made available from time to time, as The Company may deem appropriate.

**7.02.** The Company, in its sole discretion, may provide opening assistance to The Promoter at the allotted area for promotion.

**7.03.** The Company will make available to The Promoter standard plans and specifications to be utilized in the construction of the business premises. No modification to or deviations from the standard plans and specifications may be made without the written consent of The Company. The Promoter shall obtain, at its expense, further qualified architectural and engineering services to prepare surveys, site and foundation plans, and to adapt the standard plans and specifications subject to applicable local or state laws, regulations or ordinances. The Promoter shall bear the cost of preparing plans containing deviations or modifications from the standard plans.

**7.04.** The Company will loan one (1) copy of the Manual to The Promoter for the duration of this Agreement, which the Manual contains the standards, specifications, procedures and techniques of the CEEYEN.COM System of Real Estate marketing and promotion.

**7.05.** The Company will continue its efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all CEEYEN.COM business premises, to protect and enhance the reputation of the CEEYEN.COM System and the demand for the products and services of the System. The Company will establish uniform criteria for approving suppliers; make every reasonable effort to disseminate its standards and specifications to prospective suppliers of the Promoter upon the written request of the Promoter, provided that The Company may elect not to make available to prospective suppliers the standards and specifications for such food formulae or equipment designs deemed by The Company in its sole discretion to be confidential; and may conduct periodic inspections of the premises and evaluations of the products used and sold at the allotted Area and in all other CEEYEN.COM business premises of Area-wise Promoters and Basic Promoters.

**7.06.** The Company shall supply on time the promotional materials to promote the CEEYEN.COM products for actual cost and the same shall not be strictly resold or not use for any other purpose. The Company shall further provide The Promoter, the common promotional materials such as dangles, posters, hand bills, stickers, sign boards etc

## **VIII. DUTIES OF THE PROMOTER**

The Promoter understands and acknowledges that every detail of the System is important to The Company, the Promoter and other Promoters in order to develop and maintain high and uniform operating standards, to increase the demand for CEEYEN.COM products and services and to protect the reputation and goodwill of The Company. Accordingly, The Promoter agrees that:

**8.01.** The Promoter shall maintain, at all times during the term of this Agreement, at The Promoter's expense, the premises of the business and all fixtures, furnishings, signs, systems and equipment (hereinafter "improvements") thereon or therein,

in conformity with The Company's high standards and public image and to make such additions, alterations, repairs and replacements thereto (but no others, without The Company's prior written consent) as may be required by The Company, including but not limited to the following:

- A. To keep the office / business place in the highest degree of hygiene (sanitation and repair), including without limitation, such periodic repainting, repairs or replacement of impaired equipment, and replacement of obsolete signs, as The Company may reasonably direct;
- B. To meet and maintain highest Governmental standards and ratings applicable to the operation of the business;
- C. At its sole cost and expense, to complete a full reimagining, renovation, refurbishment and modernization of the business place, within the time frame required by The Company, but no more often than once every three (3) years, including the building redesign, parking lot, landscaping, equipment, signs, interior and exterior décor items, fixtures, furnishings, trade dress, colour scheme, presentation of trademarks and service marks, supplies and other products and materials, to meet The Company's then-current standards, specifications and design criteria for CEEYEN.COM System, including without limitation, such structural changes, remodeling and redecoration and such modifications to existing improvements as may be necessary to do so (hereinafter, a "Ceeyen.com Area-wise Promoter Office Renovation"). The Promoter shall not be required to perform a business place Renovation if there is less than one (1) years remaining on the term of this Agreement. Nothing herein shall be deemed to limit The Promoter's other obligations, during the term of this Agreement, to operate the promotions in accordance with The Company's standards and specifications for the CEEYEN.COM System, including, but not limited to, the obligations set forth in this Section VIII.

**8.02.** The Promoter shall operate the promotional system in conformity with such uniform methods, standards and specifications as The Company may, from time to time, prescribe in the Manual or otherwise in writing, to insure that the highest degree of quality, service and cleanliness is uniformly maintained and to refrain from any deviation therein and from otherwise operating in any manner which reflects adversely on The Company's name and goodwill or on the Proprietary Marks, and in connection herewith:

- A. To maintain in sufficient supply, and use at all times, only such products, materials, packing material, promotional items, supplies and paper goods as conforming to The Company's standards and specifications, and to refrain from deviating by using non-conforming items, without the Company's prior written consent;
- B. To sell or offer for sale only such products and items that have been expressly approved for sale in writing by The Company, meet The Company's uniform standards of quality and quantity and as have been prepared in accordance with The Company methods and techniques for product preparation; to sell or offer for sale the minimum menu items specified in the Manual or otherwise in writing; to refrain from any deviation from The Company's standards and specifications for serving or selling the products, without The Company's prior written consent; upon thirty (30) days written notice from The Company, to sell or offer for sale only such products produced or designed by The Company's Designated manufacturer, developer, designer etc. and to discontinue selling or offering for sale such items as the Company may, in its discretion, disapprove in writing at any time;
- C. To use the premises of the office solely for the purpose of conducting the business agreed hereunder, and to conduct no other business or activity thereon, whether for profit or otherwise, without The Company's prior written consent;
- D. To keep the Area-wise promoter office open and in normal operation during such business hours as The Company may prescribe in the Manual or otherwise in writing;
- E. To permit The Company or its agents, at any time during ordinary business hours, to remove from the business place, samples of any products, materials, supplies and paper goods used in the operation of the promotion of Ceeyen.com, without payment therefore, in amounts reasonably necessary for testing by The Company or an independent laboratory, to determine whether such samples meet The Company's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, The Company may require

The Promoter to bear the cost of such testing if any such ingredient, products, materials, supplier or paper goods have been obtained from a supplier not approved by the Company, or if the sample fails to conform to The Company's specifications;

- F. To purchase, install and construct at The Promoter's expense, all improvements furnishings, signs and equipment specified in the approved standard plans and specifications, and such other furnishings, signs or equipment as The Company may reasonably direct from time to time in the Manual or otherwise in writing; and to refrain from installing or permitting to be installed on or about the premises of the business operations, without The Company's written consent, any improvements, furnishings, signs or equipment not first approved in writing as meeting The Company's standards and specifications;
- G. To comply with all applicable federal, state and local laws, regulations and ordinances pertaining to the operation of the Ceeyen.com promotions and marketing; and
- H. The Promoter shall grant The Company and its agents the right to enter upon the premises of the business promotion and operation at any time during ordinary business hours for the purpose of conducting inspections; cooperate with The Company's representatives in such inspections by rendering such assistance as they may reasonably request; and upon notice from The Company or its agents, and without limiting The Company's other rights under this Agreement, take such steps as may be necessary immediately to correct the deficiencies detected during any such inspection including without limitation, immediately desisting from the further use of any equipment, promotional materials, products, or supplies that do not conform with The Company's then-current specifications, standards, or requirements.

**8.03.** The Promoter shall (i) purchase all products, materials, supplies and other items required in the operation of the Ceeyen.com which are or incorporate trade-secrets of The Company, as designated by The Company ("Trade-Secret Products") only from The Company or suppliers designated by The Company; and (ii) upon thirty (30) days prior written notice that The Company has designated an exclusive developer / supplier for any or all products sold / promote within the CEEYEN.COM System ("Designated Products"), The Promoter shall purchase all such Designated Products only from The Company's designated supplier / developer ("Designated Supplier" or "Designated Developer" or "Designated Manufacturer")

**8.04.** The Promoter shall purchase all, products, materials, supplies, paper goods, software, hardware and other items required for the operation of the Ceeyen.com, except Trade-Secret Products and Designated products, solely from suppliers who demonstrate, to the continued reasonable satisfaction of The Company, the ability to meet The Company's reasonable standards and specifications for such items; who possess adequate quality controls and capacity to supply The Promoter's needs promptly and reliably; and who have been approved in writing by The Company and such approval has not thereafter been revoked. If The Promoter desires to purchase any such items from an unapproved supplier, The Promoter shall submit to The Company a written request for approval, or shall request the supplier itself to seek approval. The Company shall have the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at The Company's option, either to The Company or to an independent laboratory designated by The Company for testing prior to granting approval, A charge not to exceed The Company's reasonable cost of inspection and the actual cost of testing shall be paid by the supplier or The Promoter. The Company reserves the right, as its option, to re inspect the facilities and products of any such approved supplier from time to time and to revoke its approval upon failure of such supplier to continue to adhere any of the foregoing criteria.

**8.05.** The Promoter shall provide comfortable space for the operation and promotion of Ceeyen.com concept and a comfortable space for the business operations and shall provide sufficient storage space for promotional materials, stationeries, apparatus etc along with the billing area and billing facilities with proper internet connection, power backup, data storage facilities, data backup facilities etc.

**8.06.** All local advertising by The Promoter shall be in such media, and of such type and format as The Company may approve; shall be conducted in a dignified manner; and shall conform to such standards and requirements as The Company may specify. The Promoter shall not use any advertising or promotional plans or materials unless and until The Promoter has received written approval from The Company, pursuant to the procedures and terms set forth hereof.

**8.07.** All advertising and promotional plans purposed to be used by The Promoter, where applicable, except such plans and materials that have been previously approved by The Company shall be submitted to The Company for The Company's written approval (except with respect to prices to be charged) prior to any use thereof. The Company shall use its best efforts to complete its review of The Promoter's proposed advertising and promotional plans within fifteen (15) days after The Company receives such plans. If written approval is not received by The Promoter from The Company within fifteen (15) days after receipt by The Company of such plans, the Company shall be deemed to have disapproved such plans.

**8.08.** The Promoter shall, at The Company's request, require all of its supervisory employees, as a condition of their employment, to execute an agreement prohibiting them, during the term of their employment or thereafter, from communicating, divulging, or using for the best benefit of any person, persons, partnership, association, corporation or other entity any confidential information, trade secrets, knowledge, or know-how concerning the CEEYEN.COM System or methods of operation of the Real Estate Promotion which may be acquired as a result of their employment with The Promoter or other Promoters. A duplicate original of each such agreement shall be provided by The Promoter to The Company immediately upon execution.

**8.09.** If at any time the business is proposed to be operated by an entity or individual other than the Promoter, The Company reserves the right to review and approve the operating entity or individual and to require and approve an operating agreement prior to such party's assumption of operations. The Company may, in its sole discretion, reject the operating entity, the individual operator or the operating agreement. If approved by The Company, the operating entity and / or individual shall agree in writing to comply with all of The Promoter's obligations under the Promoter Agreement as though such party were the Promoter designated therein, on such form as may be designated by the Company. The operation of the business by any party other than The Promoter, without The Company's prior written consent, shall be deemed a material default of this Agreement for which The Promoter may terminate this Agreement pursuant to the provisions of sections hereof.

**8.10.** The Promoter shall, within thirty (30) days from receipt of written notice from The Company, purchase and install computer hardware and software equipment at the business premises and / or at The Promoter's principle business office, which computer hardware shall include telecommunications devices, and which software may be a single program or set of programs, all of which must be obtained in accordance with the Company's standards and specifications (the "Required Computer equipment"). The Required Computer equipment shall permit 24/7 electronic communications between The Company and The Promoter including access to the internet and The Company's intranet, or any successor thereto. The Promoter shall only be required to purchase and install the Required Computer Equipment at one, central location, which shall satisfy the conditions of this section 9.02 (or its equivalent) for all business points operated by the Promoter.

**8.11.** The Promoter shall comply with all other requirements set forth in this Agreement.

## **IX. INSURANCE**

**9.01.** Insurance Program: The Promoter shall procure, prior to commencement of construction of the business office, and shall maintain full force and effect during the Term of this Agreement at The Promoter's expense, an insurance policy or policies protecting The Promoter and The Company, and their officers, directors, agents and employees, against any loss, liability, or expense whatsoever from personal injury, death or property damage or casualty, including fire, lightning, theft, vandalism, malicious mischief, and other perils normally included in an extended coverage endorsement arising from, occurring upon or in connection with the construction, operation or occupancy of the business office, as The Company may reasonably require for its own and The Promoter's protection.

**9.02.** Insurance Requirements: Such policy or policies shall be written by an insurance company satisfactory to The Company.

## **X. CONFIDENTIAL INFORMATION**

**10.01.** The Promoter shall not during the term of this Agreement or thereafter communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation or other entity, any confidential information, knowledge or know-how concerning the construction and methods of operation of the Ceeyen.com Real Estate Promotional Concept which may be communicated to The Promoter, or of which The Promoter may be apprised, by virtue of The Promoter's operation under the terms of this Agreement. The Promoter shall divulge confidential information only to such employees

of The Promoter as must have access to it in order to exercise the business rights granted hereunder and to establish and operate the business pursuant hereto and as The Promoter may be required by law, provided The Promoter shall give The Company prior written notice of any such required disclosure immediately upon receipt of notice by The Promoter in order for The Company to have the opportunity to seek a protective order or take such other actions as it deems appropriate under the circumstances.

**10.02.** Any and all information, knowledge, and know-how, including without limitation, drawings, materials, equipment, software, websites or mobile applications, and other data, which The Company designates as confidential, and any information, knowledge, or know-how which may be derived by analysis thereof, shall be deemed confidential for purposes of this Agreement.

## **XI. COVENANTS**

**11.01.** The Promoter covenants that, during the term of this Agreement, except as otherwise approved in writing by The Company, The Promoter or, alternatively, one designated management employee if that employee assumes primary responsibility for the operation of the business in the allotted Area, shall devote full time, energy and best efforts to the management and operation of the Ceeen.com system and concept.

**11.02.** The Promoter acknowledges that during the term of this Agreement, the Promoter (who, unless otherwise specified, shall include, for purposes of this Section XIII, collectively and individually, all officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities with voting rights of The Promoter and of any corporation, directly or indirectly controlling The Promoter, if The Promoter is a corporation, and the general partner and any limited partners, including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of securities with voting rights of a corporation which controls, directly or indirectly, any general or limited partner, if The Promoter is a partnership) shall not, either directly or indirectly, for itself or on behalf of, or in conjunction with, any person, persons, partnership, association or corporation or other entity:

- A. Divert or attempt to divert any business or customer of the business agreed hereunder to any competitor by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with The Company's Proprietary Marks and the System;
- B. Employ or seek to employ any person who is, at that time, employed by The Company or by any other CEEYEN.COM the Promoter, or otherwise, directly or indirectly, induce such person to leave his or her employment therewith; or
- C. Own, maintain, operate, engage in, or have any interest in any other form of Real Estate related business (either sale, rent, lease or a combination thereof) promotion that specializes in the sale, rent, lease of Real Estate or any other items authorized in writing by the Company ("Real Estate Concept"); provided, however, that the term "Real Estate Concept" shall not apply to any business operated by The Promoter under a promoter agreement with The Company or an affiliate of The Company.

**11.03.** The Promoter covenants that The Promoter shall not, regardless of the cause for termination, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, association, corporation or other entity:

- A. or a period of two (2) years following the termination or expiration of this Agreement, own, maintain, engage in, or have any interest in any form of Real Estate Business which is located within a radius of ten (10) miles of the location specified in Section I hereof, or the location of any other CEEYEN.COM Area-wise, Area-wise or Basic Promoter under the System, whether owned by The Company or any other CEEYEN.COM Promoter, which is in existence as of the date of expiration or termination of this Agreement; or
- B. For a period of one (1) year following or expiration of this Agreement, employ or seek to employ any person who is, at the time, employed by The Company or by any other CEEYEN.COM the Promoter, or otherwise, directly or indirectly, induce such person to leave his or her employment therewith.

**11.04.** At The Company's request, the Promoter shall require and obtain execution of covenants similar to those set forth in this Section XIII (including covenants applicable upon the termination of a person's relationship with The Promoter) in a form satisfactory to The Company, including, without limitation, specific identification of The Company as a third party beneficiary of such covenants with the independent right to enforce them, from any or all of the following persons:

- A. All managers and assistant managers and other staffs of the business place, and any other personnel employed by The Promoter who have received or will receive training from The Company;

The failure of The Promoter to obtain execution of a covenant required by this Section shall constitute a material breach of this Agreement. A duplicate original of each such covenant shall be provided by The Promoter to The Company immediately upon execution.

**11.05.** The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section XII, is held unreasonable or unenforceable by a court or agency having jurisdiction in a final decision, The Promoter expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant was separately stated in and made a part of this Section.

**A. Right to Reduce Covenants**

The Promoter understands and acknowledges that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 12.02. and 12.03. of this Agreement, or any portion thereof, without The Promoter's consent, effective immediately upon receipt by The Promoter of written notice thereof, and The Promoter agrees that it shall comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XXII hereof.

**B. Injunctive Relief**

The parties acknowledge that it will be difficult to ascertain with any degree of certainty the amount of damages resulting from a breach by The Promoter of any of the covenants contained in this Section XIII. It is further agreed and acknowledged that any violation by The Promoter of any of said covenants will cause irreparable harm to The Company. Accordingly the Promoter agrees that upon proof of the existence of a violation of any of said covenants, the Company will be entitled to injunctive relief against The Promoter in any court of competent jurisdiction having authority to grant such relief, together with all costs and reasonable attorney's fees incurred by The Company in bringing such action

**XII. TRANSFERABILITY OF INTEREST**

**12.01. Transfer by The Company**

This Agreement shall inure to the benefit of the successors and assigns of The Company. The Company shall have the right to transfer or assign its interest in this Agreement to any person, persons, partnership, association, corporation, or other entity. If The Company's assignee assumes all the obligations of The Company hereunder and sends The Promoter written notice of the assignment so attesting, The Promoter agrees promptly to execute a general release of The Company, and any affiliates of The Company, from claims or liabilities of The Company under this Agreement.

**12.02. Transfer by The Promoter.**

The Promoter understands and acknowledges that the rights and duties set forth in this Agreement are personal to The Promoter, and that The Company has granted this Agreement in reliance on The Promoter's business skill and financial capacity. Accordingly, neither (i) The Promoter, nor (ii) any immediate or remote successor to The Promoter, nor (iii) any individual, partnership, corporation or other legal entity which directly or indirectly owns any interest in The Promoter or in this Area-wise Promoter Agreement, shall sell, assign, transfer, convey, donate, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement or in any legal entity which owns the Area-wise Promoter Business without the prior written consent of The Company. Acceptance by The Company of any royalty fee, advertising fee or any other amount accruing hereunder from any

third party, including, but not limited to any proposed transferee, shall not constitute The Company's approval of such party as a transferee or the transfer of this Promoter Agreement to such party. Any proposed assignment or transfer, by operation of law or otherwise, not having the written consent of The Company, shall be null and void, and shall constitute a material breach of this Agreement, for which The Company may then terminate without opportunity to cure pursuant to the Sections of this Agreement.

#### **12.03. Conditions for Consent**

The Company shall not unreasonably withhold its consent to any transfer referred to in Section 13.02., when requested; provided, however, that prior to the time of transfer;

- A. All of The Promoter's accrued monetary obligations to The Company and its subsidiaries and affiliates shall have been satisfied;
- B. The Promoter shall have agreed to remain obligated under the covenants contained in Section XIII hereof as if this Agreement had been terminated on the date of the transfer;
- C. The transferee must be of good moral character and reputation, in the reasonable judgment of The Company;
- D. The Company shall have determined to its satisfaction, that the transferee's qualifications meet the Company's then current criteria for the new Promoters;
- E. The Promoter and transferee shall execute a written assignment, in a form satisfactory to The Company, pursuant to which the transferee shall assume all of the obligations of The Promoter under this Agreement and The Promoter shall unconditionally release any and all claims The Promoter might have against The Company as of the date of the assignment;
- F. The transferee shall execute the then-current form of Promoter Agreement and such other then-current ancillary agreements as The Company may reasonably require. The then-current form of Promoter Agreement may have significantly different provisions including, without limitation, a higher royalty fee and advertising contribution than that contained in this Agreement. The then-current form of Promoter Agreement will expire on the expiration date of this Agreement and will contain the same renewal rights, if any, as are available to The Promoter herein;
- G. The transferee shall agree at its sole cost and expense to (i) complete a business place / office Renovation, within the time frame required by The Company and (ii) perform such other scope of work as may be determined by The Company.
- H. If the transferee is a partnership, the partnership agreement shall provide that further assignments or transfers of any interest in the partnership are subject to all restrictions imposed upon assignments and transfers in this Agreement;
- I. The Promoter shall at The Company's option and request, execute a written guarantee of the transferee's obligations under the Agreement, the guarantee of which shall not exceed a period of three (3) years from the date of transfer.
- J. The Promoter shall pay to The Company a transfer fee of Indian Rupees Fifty Thousand only (INR. 25,000), to cover The Company's administrative expenses in connection with the transfer; however no additional fee shall be charged by The Company for a transfer. If the transferee is (i) a corporation formed by Area-wise for the convenience of ownership and in which The Promoter is the sole shareholder or (ii) an existing Promoter under this Agreement, no transfer fee shall be required.

#### **12.04. Transfer on Death or Mental Incapacity**

Upon the death or mental incapacity of any person with an interest in this Agreement, the Business or The Promoter, the executor, legal heir, administrator, or personal representative of such person shall transfer his interest to a third party approved by The Company within 12 months after such death or mental incapacity. Such transfer, including, without limitation, transfer



by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section XIV, the personal representative of the deceased The Promoter shall have a reasonable time, but in no event more than eighteen (18) months from The Promoter's death, to dispose of the deceased's interest in this Agreement and the business conducted pursuant hereto, which disposition shall be subject to all the terms and conditions for assignments and transfers contained in this Agreement. If the interest is not disposed of within twelve (12) or eighteen (18) months, whichever is applicable, The Company may terminate this Agreement.

#### **12.05. Right of First Refusal**

Any party holding an interest in this Agreement, the Business or in The Promoter, and who desires to accept a bona fide offer from a third party to purchase such interest, shall notify The Company in writing of such offer within ten (10) days of receipt of such offer, and shall provide such information and documentation relating to the offer as The Company may require. The Company shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that The Company intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that The Company elects to purchase the seller's interest, closing on such purchase must occur within sixty (60) days from the date of notice to the seller of the election to purchase by The Company. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by The Company as in the case of an initial offer. Failure of The Company to exercise the option afforded by this Section shall not constitute a waiver of any other provisions of this Agreement, including all of the requirements of this Section XIV, with respect to a proposed transfer.

In the event the consideration, terms, and / or conditions by a third party are such that The Company may not reasonably be required to furnish the same consideration, terms, and / or conditions, then The Company may purchase the interest in this Agreement. The Promoter or the Business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time as to the reasonable equivalent in cash of the consideration, terms, and / or conditions offered by the third party, an independent appraiser shall be designated by The Company, and his determination shall be binding upon the parties.

### **XIII. TERMINATION**

**13.01.** The Promoter shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to The Promoter, if The Promoter shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by The Promoter or such a petition is filed against The Promoter and not opposed by The Promoter; or if The Promoter is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of The Promoter's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable law of any jurisdiction should be instituted by The Promoter or against The Promoter and not opposed by The Promoter; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedes bond is filed); or if The Promoter is dissolved; or if execution is levied against The Promoter's property or business; or if suit to foreclose any lien or mortgage against the premises or equipment of any business developed hereunder is instituted against The Promoter and not dismissed within thirty (30) days.

**13.02.** The Promoter shall be deemed to be in default and The Company may, at its option, terminate this Agreement and all rights granted hereunder without affording The Promoter any opportunity to cure the default upon the occurrence of any of the following events:

- A. If The Promoter fails to complete construction of the business office / business infrastructure and opens for business within ninety (90) days of execution of this Agreement. The Company may, in its sole discretion, extend this period to address unforeseen construction delays, not within the control of The Promoter.
- B. If The Promoter at any time ceases to operate the business office or otherwise abandons the business office, or loses the right to possession of the premises of the business office, or otherwise forfeits the right to do or transact the business in the jurisdiction where the business office is located; provided, however, that if, through no fault of

The Promoter, the premises are damaged or destroyed by an event not within the control of The Promoter such that repairs or reconstruction cannot be completed within one hundred and eighty (180) days thereafter, then The Promoter shall have thirty (30) days after such event in which to apply for The Company's approval to relocate and / or reconstruct the premises, which approval shall not be unreasonably withheld, but may be conditioned upon the payment of an agreed minimum royalty to The Company during the period in which the business office is not in operation;

- C. If The Promoter is convicted of or pleads guilty to a felony, a crime involving moral turpitude, or any other crime or offense that The Company believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or The Company's interest therein;
- D. If a threat or danger to public health or safety from the construction, maintenance, or operation of the Business Office.
- E. If The Promoter, or any partner or shareholder of The Promoter purports to transfer any rights or obligations under this Agreement or any interest in The Promoter to any third party without The Company's prior written consent, contrary to the terms of Section the hereof;
- F. If The Promoter fails to comply with the in-term covenants in Sections hereof or fails to obtain execution of the covenants required under Sections hereof;
- G. If contrary to the terms of Section hereof, The Promoter discloses or divulges the contents of the manual or any other confidential information provided to The Promoter by The Company;
- H. If an approved transfer is not effected as required by the Section hereof, following The Promoter's death or mental incapacity;
- I. If The Promoter knowingly maintains false books or records, or submits any false reports to The Company;
- J. If The Promoter or any individual, group, association, limited or general partnership, corporation or other business entity which directly or indirectly controls, is controlled by, or is under common control with The Promoter; or which directly or indirectly owns, controls, or holds power to vote ten percent (10%) or more of the outstanding voting securities of The Promoter; or which has in common with The Promoter one or more partners, officers, directors, trustees, branch managers, or other persons occupying similar status of performing similar functions ("Affiliate") commits any act of default under any other Promoter Agreement, Development Agreement (except for failure to meet the development schedule there under), asset purchase agreement, promissory note or any other agreement entered into by The Promoter or an Affiliate of The Promoter, and The Company, or any parent, subsidiary, affiliate, predecessor or successor to The Company;
- K. If The Promoter, after or during a default pursuant to Section 15.03. hereof, commits the same default again, whether or not such default is cured after notice; or
- L. If The Promoter defaults more than once in any twelve (12) months period under section 15.03. hereof for failure to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice.
- M. If the Promoter refuses to permit The Company or its agents to enter upon the premises of the Business place / Office to conduct any periodic inspection as set forth in Section 10.02.H hereof.
- N. If The Promoter uses any of The Company's Proprietary Marks in any unauthorized manner or is otherwise in default of the provisions of Section V hereof.

**13.03.** Except as provided in Sections 14.01. and 14.02. of this agreement, upon any default by The Promoter which is susceptible of being cured, The Company may terminate this Agreement only by giving written Notice of Termination stating the nature of

such default to The Promoter at least ten (10) days prior to the effective date of termination if the default is for failure to pay royalties, Advertising Fund contributions and thirty (30) days, prior to the effective date of termination for any other default, provided, however, that The Promoter may avoid termination by curing such default to The Company's satisfaction within the ten (10) days or thirty (30) days period, as applicable. If any such default is not cured within the specified time, this Agreement shall terminate without further notice to The Promoter effective immediately upon the expiration of the ten (10) days or thirty (30) days period, as applicable, or such longer period as applicable law may require.

**13.04.** The Promoter shall indemnify and hold The Company harmless for all costs, expenses and any losses incurred by The Company in enforcing the provisions hereof, or in upholding the propriety of any action or determination by The Company pursuant to this Area-wise Promoter Agreement, or in defending any claims made by The Promoter against The Company, or arising in any manner from The Promoter's breach of or failure to perform any covenant or obligation hereunder, including, without limitation, reasonable litigation expenses and attorney's fees incurred by The Company in connection with any threatened or pending litigation relating to any part of this Agreement, unless The Promoter shall be found, after due legal proceedings, to have complied with all of the terms, provisions, conditions and covenants hereof.

#### **XIV. EFFECT OF TERMINATION OR EXPIRATION**

**14.01.** Upon termination or expiration of this Agreement, all rights granted herein shall forthwith terminate, and;

- A. The Promoter shall immediately cease to operate the Promotion and Business as a CEEYEN.COM Area-wise Promoter, and shall not thereafter, directly or indirectly, represent to the public that the business is a CEEYEN.COM Area-wise Promoter.
- B. The Promoter shall immediately and permanently cease to use, by advertising or in any manner whatsoever, any products, software, methods or system, promotional procedures and the techniques associated with the System, The Company's Proprietary Marks and The Company's other trade names, trademarks and service marks associated with the CEEYEN.COM System. In particular, and without limitation, The Promoter shall cease to use all signs, furniture, fixtures, equipment, advertising materials, stationery, forms, packaging, containers and any other articles which display the Proprietary Marks;
- C. The Promoter agrees, in the event The Promoter continues to operate or subsequently begins to operate business or other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary marks in conjunction with such other business which is likely to cause confusion or mistake or to deceive, and further agrees not to utilize any trade dress, designation of origin, description, or representation which falsely suggests or represents an association or connection with The Company;
- D. The Promoter agrees, upon termination or expiration of this Agreement or upon cessation of the Promotional Business at the location specified in Section I hereof for any reason, whether or not The Promoter continues to operate any business at such location, and whether or not The Promoter owns or leases the location, to make such modifications or alterations to the Promoter Business premises immediately upon termination or expiration of this Agreement or cessation of operation of the Promoter Business as may be necessary to prevent the operation of any businesses thereon by The Promoter or others in derogation of this Section XVI, and shall make such specified additional charges thereto as The Company may reasonably request for that purpose. The modifications and alterations required by this Section XVI shall include, but are not limited to, removal of all trade dress, proprietary marks and other indicia of the CEEYEN.COM System;
- E. The Promoter shall immediately pay all sums owing to The Company and its subsidiaries and affiliates. In the event of termination for any default by The Promoter, such sums shall include all damages, costs and expenses, including reasonable attorneys fees, incurred by The Company as a result of the default; and
- F. The Promoter shall immediately turn over to The Company the Manual, all other manuals, records, files, instructions, correspondence and any and all other materials relating to the operation of the Promoter Business in The Promoter's possession and all copies thereof (all of which are acknowledged to be The Company's property)

and shall retain no copy or record of any of the foregoing, with the exception of The Promoter's copy of this Agreement, any correspondence between the parties, and any other documents which The Promoter reasonably needs compliance with any provision of law.

**14.02.** The Company shall have The right (but not the duty) to be exercised by notice of intent to do so within thirty (30) days after termination or expiration of this Agreement, to purchase any and all improvements, equipment, advertising and promotional materials, products, materials, supplies, paper goods and any items bearing The Company's Proprietary Marks at current fair market value. If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by The Company, and his determination of fair market value shall be binding. If The Company elects to exercise any option to purchase herein provided, it shall have the right to set-off all amounts due from The Promoter under this Agreement and the cost of the appraisal, if any, against any payment therefore.

**14.03.** In the event the premises are leased to The Promoter, The Promoter shall, upon termination of this Agreement and upon request by The Company, immediately assign, set over and transfer unto The Company, at The Company's sole option and discretion, said lease and the premises, including improvements. Any such lease entered into by The Promoter shall contain a clause specifying the landlord's consent to assign such lease to The Company or its assignee in the event this Agreement is terminated.

**14.04.** The Promoter shall pay to The Company all damages, costs and expenses, including reasonable attorney's fees, incurred by The Company in seeking recovery of damages caused by any action of The Promoter in violation of, or in obtaining injunctive relief for the enforcement of, any portion of this Section XVI. Further, The Promoter acknowledges and agrees that any failure to comply with the provisions of this Section XVI, shall result in irreparable injury of The Company.

**14.05.** All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and / or termination of this Agreement.

**14.06.** The Promoter shall comply with the covenants contained in Section XIII of this Agreement.

**14.07.** The Promoter shall execute such documents as The Company may reasonably require effectuating termination of the business and The Promoter's rights to use the trademarks and systems of The Company.

## **XV. TAXES, PERMITS, AND INDEBTEDNESS**

**15.01.** The Promoter shall promptly pay when due all taxes, accounts and other indebtedness of every kind incurred by The Promoter in the conduct of the Promotional Business under this Agreement.

**15.02.** The Promoter, in the conduct of the Promotional Business, shall comply with all applicable laws and regulations, and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the businesses operated under this Agreement, including, without limitation, licenses to do business, trade name registrations, sales tax permits and fire clearances.

## **XVI. INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

**16.01.** This Agreement does not constitute an agent, legal representative, joint venture, partner, employee or servant of The Company for any purpose whatsoever. It is understood and agreed that The Promoter shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of The Company. The parties further agree that this Agreement does not create any fiduciary relationship between them.

**16.02.** During the term of this Agreement and any extensions hereof, the Promoter agrees to take such action as The Company deems reasonably necessary for The Promoter to inform and hold itself out to the public as an independent contractor operating the Promotional Business pursuant to a Promoter from The Company, including, without limitation, exhibiting a notice of that fact at the Promotional Business in form and substance satisfactory to The Company.

**16.03.** The Promoter agrees to defend, indemnify and hold harmless The Company, its parent, subsidiaries and affiliates, and their respective officers, directors, employees, agents, successors and assigns from all claims, demands, losses, damages,

liabilities, cost and expenses (including attorney's fees and expense of litigation) resulting from, or alleged to have resulted from, or in connection with The Promoter's operation of the Promotional Business, including, but not limited to, any claim or actions based on or arising out of any injuries, including death to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the Promotional Business and / or the performance of this contract by The Promoter, its agents, employees, and / or its subcontractors, their agents and employees, or anyone for whose acts they may be liable, regardless of whether or not such claim, demand, damage, loss, liability, cost or expense is caused in whole or in part by the negligence of The Company, the Company's representative, or the employees, agents, invitees, or licensees thereof.

**16.04.** The Company shall advise The Promoter in the event The Company receives notice that a claim has been or may be filed with the respect to a matter covered by this Agreement, and The Promoter shall immediately assume the defense thereof at The Promoter's sole cost and expense. In any event, The Company will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect The Company and / or its parent, subsidiaries or affiliates or their officers, directors, employees, agents, successors or assigns. If The Promoter fails to assume such defense, The Company may defend, settle, and litigate such action in the manner it deems appropriate and The Promoter shall, immediately upon demand, pay to The Company all costs (including attorney's fees and cost of litigation) incurred by The Company in affecting such defense, in addition to any sum which The Company may pay by reason of any settlement or judgment against The Company.

**16.05.** The Company's right to indemnity hereunder shall exist notwithstanding that joint or several liabilities may be imposed upon The Company by statute, ordinance, regulation or judicial decision.

**16.06.** The Promoter agrees to pay The Company all expenses including attorney's fees and court costs, incurred by The Company, its parent, subsidiaries, affiliates and their successors and assigns to remedy any defaults of or enforce any rights under this Agreement, effect termination of this Agreement or collect any amounts due under this Agreement.

## **XVII. APPROVALS AND WAIVERS**

**17.01.** Whenever this Agreement requires the prior approval of The Company, The Promoter shall make a timely written request to The Company therefore, and such approval or consent shall be in writing.

**17.02.** The Company makes no warranties or guarantees upon which The Promoter may rely, and assumes no liability or obligation to The Promoter or any third party to which The Company would not otherwise be subject, by providing any waiver, approval, advice, consent, or suggestions to The Promoter in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefore.

**17.03.** No failure of The Company to exercise any power reserved to it in this Agreement, or to insist upon compliance by The Promoter with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of The Company's right to demand exact compliance with the terms of this Agreement. Waiver by The Company of any particular default shall not affect or impair The Company's right in respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance, or omission of The Company to exercise any power or rights arising of any breach or default by The Promoter of any of the terms, provisions, or covenants of this Agreement, affect or impair The Company's rights, nor shall such constitute a waiver by The Company of any rights, hereunder or right to declare any subsequent breach or default. Subsequent acceptance by The Company of any payments due to it shall not be deemed to be a waiver by The Company of any preceding breach by The Promoter of any terms, covenants, or conditions of this Agreement.

## **XVIII. CORRESPONDENCES AND NOTICES**

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, send by registered mail, or by other means which will provide evidence of the date received to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to The Company: (The Promoter Department)

Ceeyen Concepts Private Limited

.....

.....

.....

Notices to the Area Promoter:

M/s. ....

.....

.....

All written notices and reports permitted or required to be delivered by the provisions of this Agreement shall be addressed to the party to be notified as its most current principal business address of which the notifying party has been notified and shall be deemed so delivered (i) at the time delivered by hand; (ii) one (1) business day after sending by email, fax or comparable electronic system; or (iii) if sent by registered or certified mail or by other means which affords the sender evidence of delivery, on the date and time of receipt or attempted delivery if delivery has been refused or rendered impossible by the party being notified.

#### **XIX. SEVERABILITY AND CONSTRUCTION**

**19.01.** Except as expressly provided to the contrary herein, each section, paragraph, part, term, and / or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and / or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation, or have any other effect upon, such other portions, sections, parts, terms, and / or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect to bind the parties hereto; and said invalid portions, sections, parts, terms, and / or provisions shall be deemed not to be part of this Agreement.

**19.02.** Except as has been expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than The Promoter, The Company, The Company's officers, directors and employees, and The Promoter's permitted and The Company's respective successors and assigns, any rights or remedies under or by reason of this Agreement.

**19.03.** All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

**19.04.** All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgements, promises, covenants, agreements and obligations herein made or undertaken by The Promoter shall be deemed jointly and severally undertaken by all the parties hereto on behalf of the Promoter.

**19.05.** This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

#### **XX. ENTIRE AGREEMENT: SURVIVAL**

**20.01.** This Agreement, the documents referred to herein, the Development or Promotional Agreement, if any, and the exhibits hereto, constitute the entire, full and complete agreement between The Company and The Promoter concerning the subject matter hereof and supersede any and all prior agreements. Except for those permitted to be made unilaterally by The Company hereunder, no amendment, change, modification or variance of this Agreement shall be binding on either party

unless in writing and executed by The Company and The Promoter. Representations by either party, whether oral, in writing, electronic or otherwise, that are not set forth in this Agreement shall not be binding upon the party alleged to have made such representations and shall be of no force or effect.

I have read this section 20.01 and agree that I have not been induced by and am not relying upon any representation not contained in this Agreement.

Name: .....

Signature: .....

Date: .....

....., The Area-wise Promoter

**20.02.** Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever (including the execution of a subsequent The Promoter Agreement pursuant to the provisions of Sections 2.02.B and 14.02.F), or upon the expiration of the Term hereof, any provisions of this Agreement which, by their nature, extend beyond the expiration or termination of this Agreement, shall survive termination and be fully binding and enforceable as though such termination or expiration had not occurred.

## **XXI. ACKNOWLEDGEMENTS**

**21.01.** The Promoter acknowledges that The Promoter has conducted an independent investigation of the CEEYEN.COM Real Estate Marketing System and recognized that the business venture contemplated by this Agreement involves business risks and The Promoter's success will be largely dependent upon the ability of the Promoter as an independent business entity.

THE COMPANY EXPRESSLY DISCLAIMS THE MAKING OF, AND THE PROMOTER ACKNOWLEDGES THAT THE PROMOTER HAS NOT RECEIVED, ANY WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

**21.02.** THE PROMOTER ACKNOWLEDGES THAT THE PROMOTER HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE EXHIBITS HERETO, IF ANY, AND THE AGREEMENTS RELATING THERETO, IF ANY, AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

**21.03.** THE PROMOTER ACKNOWLEDGES THAT THE PROMOTER HAS READ AND UNDERSTOOD THIS AGREEMENT, THE EXHIBITS HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY, AND THAT THE COMPANY HAS ACCORDED THE PROMOTER AMPLE TIME AND OPPORTUNITY AND HAS ENCOURAGED THE PROMOTER TO CONSULT WITH ADVISORS OF THE PROMOTER'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.

**21.04.** THE PROMOTER RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND / OR OBLIGATIONS AS PART OF INITIAL INVESTMENT IN THE PROMOTIONAL / DEVELOPMENT BUSINESS WHICH THE TERMS OF THIS AGREEMENT MAY NOT ADDRESS, AND WHICH INCLUDES WITHOUT LIMITATION: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD, IMPROVEMENTS AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.

## **XXII. APPLICABLE LAW: VENUE**

**22.01.** Applicable Law. This Agreement takes effect upon its acceptance and execution by The Company and shall be interpreted and construed under the laws of the Country of India which laws shall prevail in the event of any conflict of law except to the extent governed by the Trademark Act as amended; provided, however, that if the covenants in Article XIII of this Agreement would not be enforceable under the laws of INDIA, and the Business Place is located outside of INDIA, then such covenants shall be interpreted and construed under the laws of the state in which the Promotional Business premises is located. Nothing in this Section XXIV is intended by the parties to subject this Agreement to any franchise or similar law, rule or regulation of the State of to which this Agreement would not otherwise be subject.



**22.02.** Jurisdiction at the courts of CHENNAI DISTRICT, STATE OF TAMILNADU, INDIA ONLY.

**22.03.** No right or remedy herein conferred upon or reserved to The Company is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

**22.04.** Nothing herein contained shall bar The Company's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

#### **Required Amenities**

- Minimum 150 - 300 Sq. ft. office space including all required infrastructure in prime location (transport and business locality) within the allotted pincode area. The premises shall be an exclusive place for the business or a separate portion in the existing business.
- 1 computer with latest configuration, adequate power backup with printer and increase according to need
- Land phone and 2 mobile numbers with required applications
- Shall have the facility to manage the business data

Shall be upgraded with latest amenities as and when required for the smooth running of the business.

#### **Required Staff in the initial stage**

- Manager / Tele-caller: 1
- Field manager: 1

The duties of the officials will be intimated at the time of appointment and additional officials added whenever required.

#### **Duties of the Area-wise Promoter**

- Shall contact all users / clients after posting of the listing and intimate them the norms related to the listing policies.
- Shall approve the posting after thorough verification and changes with all required details be made to ensure the posting is by the owner of the property.
- Shall assist the client within the area for any guidance related to the posting.
- Shall guide the clients to add visually-pleasing current photos of their property.
- Shall maintain the entire allotted area properly.
- Shall monitor all listings and endorsements of halls & auditoriums for online booking and check the same thoroughly before the final approval.
- Shall help the Company / State Promoter to appoint promoters in the unrepresented areas.
- Shall maintain the buyer data of the allotted area
- Shall participate in the seminars, training, meeting etc conducted by the Company / State wise promoter.
- Shall endorse all sorts of halls and auditoriums within the Area for online booking and endorsements for permanent postings.

- Shall maintain a good rapport with the clients, users etc
- Shall help the Company / State Promoters for the offline and online promotions.
- Shall maintain and secure all business related data
- Shall guide, assist, manage and mentor the clients and postings from the unrepresented areas surrounding the allotted area.
- Shall manage the high value property postings by the users (those not interested in disclosing their identity) or the high value property with multiple owners and intimate the same to the State Promoter promptly.
- Shall do the regular follow-up with the clients in regard to the renewal of permanent postings.
- Shall monitor and do follow-ups regarding the renewal of permanent postings.
- Shall monitor and take special care regarding the emergency and confidential sale etc. and status updates to the State Promoter.
- Shall intimate the concerned official of the Company / State Promoter regarding the marginal sales related to all emergency and confidential sales.
- Shall ensure maximum effort is rendered toward online promotions, ratings, reviews among others.

The further duties shall be intimated timely through official email or post whenever required.

{SIGNATURE PAGE TO THE AREA-WISE PROMOTER AGREEMENT FOLLOWS}

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed, and delivered this Agreement in triplicate on the day and year first above-written.

THE COMPANY: CEEYEN.COM

WITNESS:

THE AREA-WISE PROMOTER:

WITNESS:

{SIGNATURE PAGE TO PROMOTER AGREEMENT}

EXHIBIT "A"

CEEYEN.COM PROMOTER AGREEMENT

NOTICE OF COMMENCEMENT DATE

Name of the Area Promoter: .....

The Promoter Agreement Dated: .....-.....-.....

Business Address:

.....

.....

.....

AREA-WISE PROMOTER ID: .....

NOTICE is hereby given to the above mentioned The Promoter pursuant to Section 2.01 of the Promoter Agreement that the Term of the above mentioned Promoter Agreement commenced on ..... Day of ....., 20.....,

By: Ceeyen Concepts Private Limited

Designation: .....

Date of Notice: .....-.....-.....

Notes :



The highest compliment we can ever receive from a promoter is REFERRAL.  
Refer the right promoter like you for unrepresented areas. All efforts will be  
rewarded here in [Ceeyen.com](http://Ceeyen.com)

**-Team Ceeyen**