

**RAJE Marketing Agreement
CallTrigger Service**

THIS AGREEMENT ("Agreement") made this _____ day of _____ by and between _____ (hereinafter "CLIENT"), and RAJE Marketing, a California DBA (hereinafter "RM"), to wit:

RECITALS

WHEREAS, CLIENT is a _____ (BUSINESS TYPE) in the United States of America;

WHEREAS, RM desires to provide phone software form to call services through its own proprietary software system in efforts to generate a higher sales conversion for CLIENT;

WHEREAS, CLIENT desires to hire RM for the aforementioned purposes pursuant to the terms and conditions contained herein;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Term of Agreement.

- a) Term. This Agreement and the timelines prescribed herein shall commence on the date the Agreement is executed by both parties and a copy, along with the initial payment, is received by RM, and shall remain in effect until either party terminates this Agreement. This is a month to month agreement, and no long term contract is in force.
- b) Binding Effect. Notwithstanding any termination, expiration of non-renewal of this Agreement at the end of the Term or otherwise, Paragraphs 6 shall remain in full force and effect and shall be binding upon the legal representatives, successors and assigns of the parties hereto.

2. Duties.

- a) For the Term of this Agreement and any extensions hereto, RM shall provide use of its software to CLIENT. Each telephone call will be tracked by a service that records each call and date, time of day and duration to further enable both parties to accurately determine the number of the calls that resulted in actual sales.
- b) All costs associated with fulfilling the duties and obligations set forth in this Agreement and described in this Paragraph 2 shall be born exclusively by RM.

3. Compensation and Expenses.

- a) Payment. For the use of RM software pursuant to this Agreement, CLIENT shall pay RM a monthly fee of _____ and an initial setup fee of _____ per location / phone line.
- b) Monthly Statement - Within five (5) business days of the first of the month, RM shall provide an invoice to CLIENT for the amount agreed upon. Client must pay bill within 5 business days. If bill is over 10 days past due, there will be a 10% late-payment fee.
- c) Expenses. RM is solely and exclusively responsible for the payment of all expenses incurred in fulfilling its obligations under this Agreement.

4. Termination and Cancellation.

- a) General Provisions. Either CLIENT or RM, in his or its sole discretion, may terminate this Agreement without cause at any time upon 30 days written notice. If upon termination or cancellation of this Agreement.
- b) Termination for Cause. Either party may immediately terminate this Agreement at any time for Cause by giving written notice of termination to the other. Upon any such termination for Cause, RM shall have no right to compensation for any period subsequent to the effective date of termination. For purposes of this Section 4(b), "Cause" shall mean: (i) either party is convicted of a felony or misdemeanor which directly affects his ability to carry out his duties under this Agreement; (ii) either party misappropriates the other's funds, property, trade secrets, confidential information or otherwise defrauds the other; (iii) either party materially breaches any provision of this

Agreement.

5. No Solicitation.

- a) Solicitation of Employees. During the periods in which the provisions of Section 5(a) shall be in effect, RM or CLIENT, directly or indirectly including through any affiliate entity shall not solicit, hire or contact any employee or the other for the purpose of hiring them or causing them to terminate their employment relationship with the other.

6. Non-Disclosure of Confidential Information.

- a) Confidential Information. CLIENT and RM may from time to time, and at their sole discretion, disclose to the other certain Confidential Information for the sole purpose of this Agreement. RM and CLIENT mutually agree to hold such Confidential Information in strict confidence and such Confidential Information shall not be disclosed to any other person other than in connection with RM's work for CLIENT under this Agreement.

Confidential Information includes, but is not limited to, trade secrets as defined by the common law and statute in Texas or any future Texas statute, patent applications, processes, policies, procedures, techniques including marketing techniques, designs, drawings, know-how, show-how, technical information, business models or plans, branding strategies, vendors, specifications, market research, customer information, customer lists, customer contact information, keywords, ad creative and account structuring.

For the purposes of this Agreement, the following will not constitute Confidential Information (i) Information which is or subsequently becomes generally available to the public through no act of RM or CLIENT and/or (ii) information which is lawfully obtained by operation of law or by the order of a court of competent jurisdiction.

7. Assignability. The rights and obligations shall inure to the benefit of and be binding upon the successors and assigns of CLIENT or RM.

8. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, the remaining provisions of this Agreement shall be valid and binding and of like effect as though such provision were not included.

9. Notices. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by courier or similar receipted delivery, by facsimile, by email delivery or, if mailed, postage prepaid, by certified mail, return receipt requested as follows:

To CLIENT: Address _____,

Email: _____,

To RAJE Marketing, 21 Via Timon, San Clemente, CA 92673

Email: info@rajemarketing.com

Or to such other address as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile signature or email delivery.
11. Attorneys' Fees. In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees, costs and expenses related to pre-litigation, litigation and appellate proceedings.
12. Governing Law and Venue. This Agreement shall be governed or interpreted according to the internal laws of the State of California without regard to choice of law considerations. Venue for the resolution of any disputes arising hereunder shall be in Orange County, CA.
13. Independent Contractor Status. RM acknowledges that it is an independent contractor of CLIENT and is not an employee.

14. APPROVED AND ACCEPTED:

CLIENT

RAJE Marketing

By:

Title:

Print Name:

Date:

For company use only

RAJE Marketing

Account Mgr.
