

WEBSITE SALE AGREEMENT

This Sale Agreement (the "Agreement") is made effective on the **06th of June 2025** by and between **Sanjay Subramaniam** of **Cieek.com** (the "Seller"), and **Ruth Briones** (the "Buyer"). Seller and Buyer may be referred to as a "Party" or, collectively, as "Parties" throughout this agreement.

BUSINESS SALE

Seller owns and operates a website engaged in web traffic generation and marketing under the URL: **www.cieek.com** (the "Website") and any other rights associated with the Website, including, without limitation, any intellectual property rights.

1. **Sale, Assignment, and Transfer.** Subject to the provisions of this Agreement, Buyer agrees to purchase, and Seller agrees to sell and transfer, all Seller's rights, title, and interest, to a) the complete Website including, any associated materials used in building the Website and Website users lists and Website databases containing any Website user or Website information; b) domain name; c) name registration; d) any goodwill symbolized thereby; e) logos and tradenames, f) email lists, passwords, user names, Seller does hereby sell, assign, convey and transfer to Buyer and Buyer hereby accepts, all of Seller's right, title, and interest including but not limited to all of Seller's common law rights in and to the Purchased Assets. In addition, Seller hereby sells, assigns, conveys, and transfers to Buyer all data, Outsourcing Partners, Customer & Affiliate contacts list.

PAYMENT TERMS

In consideration for the purchase of the business, the Buyer agrees to pay the Seller a payment of **USD 45,000.00** (Forty-Five Thousand US Dollars) under the following terms:

- a) **USD 15,000.00** (Fifteen Thousand US Dollars) Down Payment.
- b) **USD 30,000.00** (Thirty Thousand US Dollars) Balance Payment to be paid in 3 monthly installments of **\$10,000.00** (Ten Thousand US Dollars) post sale using the profits of the business only.

REFUND TERMS:

- a) If the Website does not generate a net profit of a minimum **USD 10,000.00/month** under the Buyer's ownership, then the Seller is required to give a full refund of the down payment to the Buyer.

- b) If the Website does not generate a net profit of at least **USD 45,000.00** in **4 months** under the Buyer's ownership, then the Seller is required to give a full refund of the down payment to the Buyer.

REPRESENTATIONS AND WARRANTIES BY THE SELLER

Seller hereby warrants the following:

- a) Seller has all necessary rights, power, and authorization to sign and perform all the obligations under this Agreement;
- b) Seller has exclusive ownership of the Website and there are no disputes, or
- c) Seller has no threat of disputes with any third Party over the proprietary rights to the Website, including any intellectual property rights;
- d) There are no actions, suits, proceedings, orders, or claims pending or threatened against Seller, or pending or threatened by Seller against any third Party which relate to, or in any way affects the Website;
- e) Seller has no contingent liabilities or other liabilities outside the ordinary course of business;
- f) The books and other records of the Seller relating to the Business are true, correct, and complete in all material respects;
- g) The Website will be fit for the intended purpose and be fully functional as represented before the Closing;
- h) No insolvency proceedings of any character, voluntary or involuntary, affecting Seller are pending;
- i) There are no existing agreements with, options or rights of, or commitments to any person, other than to Buyer, to acquire the Website or any interest therein;
- j) There are no material omissions or untrue statements contained in this Agreement that are misleading;
- k) The Website and its operations have never been banned or restricted by any advertising network;
- l) All representations and warranties made by Seller shall survive the Closing.

INTELLECTUAL PROPERTY

Trademark/Copyright. Seller warrants that Seller is the sole original developer, owner, and user of the Website logo, trade names, signage, and images. The Seller hereby grants all Intellectual Property rights in the Website to the Buyer.

NON-COMPETE

The seller guarantees that the Website is unique or a one of, and that no attempts will be made either by the Seller, its affiliates, or Outsourcing partners to replicate the Website and logo, or signage in any way for **3 years**.

The seller offers a lifetime guarantee for the Website 'Subscribers' In case of any loss of subscribers, the Seller shall reimburse the Buyer with new leads/subscribers.

POST-CLOSING TRAINING & SUPPORT

Seller agrees to provide technical support to Buyer after the Closing. Such support shall include:

1. **Training & Support.** After Closing, the Seller shall provide training & support through Email, Phone, Video, and PDF tutorials to the Buyer for **6 months** post-purchase. The training includes general guidance, SEO, Website Maintenance, and Lead generation.
2. **Marketing Guidance & Support.** After Closing, the Seller shall provide the Buyer with marketing strategy & guidance to the Buyer for **6 months** post-purchase.

FULL TRANSFERENCE OF THE WEBSITE

Seller agrees to cooperate with Buyer and will take any actions necessary to transfer and perfect the ownership of the Website from Seller to Buyer.

Seller agrees to fully transfer to Buyer the following:

- 1) Domain account
- 2) Hosting account
- 3) Subscribers, affiliates, and partners list
- 4) Email accounts
- 5) Marketing toolkit
- 6) PayPal business account
- 7) Post-sale training

ASSIGNMENT

Neither this Agreement nor any right or obligation under this Agreement is assignable in whole or in part by any Party without the prior written consent of the other Parties and any attempted assignment without such consent shall be null and void and of no force or effect.

COUNTERPARTS

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each Party appears on each counterpart, but it shall be sufficient that the signature of or on behalf of each Party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. A facsimile copy or other reliable reproduction of this Agreement shall be deemed an original.

ENTIRE AGREEMENT/AMENDMENTS

This instrument and the attached exhibits, schedules, and attachments contain the entire agreement of the Parties relating to the subject matter hereof, and the Parties hereto have made no agreement, representations, or other warranties relating to the subject matter of this Agreement which is not set forth herein. No amendments or waiver of any provision of this Agreement will, in any event, be effective unless the same is in writing and signed by each Party hereto, and in the case of waivers, will only be effective in the specific instance and for the specified purpose for which it was given.

NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing signed by the Party giving such notice and shall be sent by email to the email address set forth below, or by personal delivery or registered or certified mail, return receipt requested, to the other Party at such address as set forth below. All notices shall be deemed duly given when received.

Seller: **Sanjay Subramaniam**

54 St Philip Street
Nine Elms
London SW8 3SJ
United Kingdom

Phone: +44 741-834-9367

Email: ssecom101@hotmail.com

Buyer: **Ruth Briones**

27583 West Lakeview Dr N
Lake Barrington
IL 60084
United States

Phone: +1 262-607-0170

Email: brionfolio@gmail.com

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the Parties hereto as of the date first written above.

Seller: **SANJAY SUBRAMANIAM**

Buyer: **RUTH BRIONES**

By: _____

By: _____