

Dear Sir,

Ref: Your request to be appointed as a Dealer.

We ..... (Hereafter referred to as “SEABOSS FISHMART”), have pleasure to confirm the intent of appointing you as the **Dealer**, for the sale and distribution of the Products pertaining to the company’s \_ (Hereinafter referred to as the “Products”) for the “..... **SEABOSS FISHMART (VIJAYAWADA)** subject to the terms & conditions and fulfillment of the agreed action hereunder. For the better understanding wherever the word “Dealer” is mentioned herein below, the same shall be construed and understood as Dealer.

**1. Operating Arrangements:** You shall establish the following operating arrangements as per the agreed schedule with the time frame intimated by us from time to time you:

**I. Management:**

The Company shall be managed by “.....  
..... **and (co-partners)**” on full time basis. The persons engaged by in your organization have any direct interest in any other company handling a competitive product line. To run our Dealership outlet effectively, you shall have the required setup, as per the specification give under.

**II. Outlet Fish Display And Sales Outlet Area:**

You shall set up a outlet Fish Display area, as per the company norms and standards for carrying out the business of sales and after sales operations including offline sales, strictly adhering to the specifications, guidelines and the directions as prescribed in the Dealer Facility Manual Provided to you.

The displayed of Fish Outlet and office shall be located at a most commercial area in your city or town as agreed upon between you and the company, and

shall be upgraded and operational to meet all requirements of the Services as per the company norms.

You will consult the company for the detailed plans and layout of the Showroom or any structural modification thereof and obtain necessary approval from the company before start of your outlet interior preparations or modifications. You will furnish to the company true copies of ownership right or tenancy rights for a period of 2 years with registration of the premises being established as Sales of DEALER.

You shall obtain all necessary licenses, permissions, approval from various authorities, Governmental Departments (Municipal & Corporations) etc. for conducting SEABOSS business in the outlet. The outlet shall comply & display with all applicable provisions of Central, State and Local municipal laws. You shall strictly adhere to specifications, guidelines and the directions issued by the company from time to time in the Dealer Facility Manual, provided to you.

### **III. After Sale Operations:**

The after-sales facility must meet the company's standards in terms of both minimum built-up/covered area and operational readiness. It should comply with the latest service requirements outlined in the Dealer Facility Manual provided. Prior to construction/modification, you are required to seek our approval on detailed plans and layout of the Outlet.

We will arrange the interior design of the Outlet in line with the specifications and guidelines outlined in **Schedule - A** below. It is essential to strictly follow the specified requirements, guidelines, and instructions provided by the company in the Dealer Facility Manual.

### **IV. Authorized Outlet Operations:**

- You shall set up infrastructure for use as per company norms and operations which will have a Stock storage for sales requirement. The said Authorized Outlet shall be located at mutually agreed locations with a minimum and built up/covered area as per company norms. The time frame for such a branch will be discussed mutually and should be provided as per the recommendations of the company.

- You shall consult us and obtain our approval on detailed plans and layouts of the outlets before proceeding with constructions / modifications.

#### **V. Material (Fish Varieties) & Stock Storage Space and Operations:**

- You shall provide the outlet and stock storage space as per the specifications and the guidelines more particularly described in **Schedule-C** Below. You shall strictly adhere to the specification, guidelines and the direction issued by the company from time to time in Dealer Facility Manual.
- Approval by the company of the above operation arrangement shall not in any manner, constitute an assurance by the company that you shall sell or receive the minimum number of Purchase Order, achieve any particular level of sales target or realize any return on your investments.
- Non fulfillment of any of the above mentioned operating arrangement shall amount to breach of the terms of this **LOI (Letter of intent)** and the company's sole discretion may cancel the LOI for the said breach.

**2.Operational Terms:** The operational terms such as fiscal facilities to be established and maintained by you and financial arrangements, stocks, etc. to be complied by you, as mutually discussed and agreed between you and the company. You shall carry out the aforesaid activities by protecting interest of the company and you shall not disclose any confidential information pertaining to the company to any third party and shall ensure that your employees are also bound by the said confidentiality. You shall also maintain proper books of accounts and records and shall furnish the same to the company as and when called for.

**3. Commencement of Operation:** You shall inform Sea Boss Fish Mart team of the company on the completion of all activities/facilities as per company norms. Subsequently, on norms, company would certify your readiness for commencement of operation. Only after obtaining the said commencement certification from the company, ROR (Requisite operating Requirements), you shall be able to start Business operations.

**4. Government Business:** In respect of sales commission or handling of government business, you shall work as per the company's policy in force as notified from time to time. The operating details shall be outlined by the company representative, who

shall ensure that a suitable arrangement is made in an atmosphere of mutual trust and for the betterment of business.

**5. Advertisement:** You shall advertise and display and carry out the promotional activities at your own expenses for the products, the nature and method of which shall be subject to the company's approval. You shall display conspicuously at / or in your premises only such type of sign or signs prescribed, specified and authorized by the company. You shall not use the trademarks and Logo of the company without prior approval of the company in writing during the term of this LOI (Letter of intent) and any time thereafter.

Upon termination / cancellation / withdrawal of this LOI, you shall discontinue to represent the company, You shall forthwith remove and immediately return to the company all such sign or signs and shall not be permitted to display any advertising matter pertaining to the company and / or the products nor advertise or trade in such a way as may cause prejudice or injury to the name and business of the company or any of the company's other Franchiser or misrepresent the public, in any matter.

**6. Conditions of Sales and After Sales:** You shall purchase from the company and pay for the products at the company's established net Dealers price, which are in effect on the date of the dispatch of the products, along with the central and state government duties and GST applicable if any.

The company shall publish maximum retail prices of the products. You shall not sell any products at prices higher than the maximum retail price and other recoverable charges as authorized by the company. You shall not do or omit to do anything, which may adversely affect the reputation of the company, in the opinion of the company.

The Dealer shall issue CST forms C on quarterly basis against interest purchases of Products (diff Varieties), if any from the company.

**7. Transportation:** The agreement guarantees free transportation for fresh seafood, ensuring timely delivery to the Dealer. Quality and freshness are paramount, with the company providing top-grade fish to maintain high standards. Additionally, live fish will be included in the product lineup, enhancing the store's appeal and offering customers a unique experience. These commitments demonstrate the company

dedication to supporting the Dealer's success, fostering customer trust, and strengthening the brand's reputation in the market.

**8. To Maintain Stocks:** You shall buy from the company and maintain at your own expenses at all times for exchange of FISH in the Territory such stock of products, be considered adequate and shall also maintain at your own expenses at all times for demonstration purposes such number and type of the products as may be considered and satisfactory and shall at all times deal with only genuine Material (FISH) and Advance Delivery i.e. those supplied by the company for supply to purchasers of the Material from time to time.

Company without any prior notice may conduct” Stock Audit “and you need to support and cooperate for such activity.

You shall maintain capitalized stock of FISH (all varieties) at your own expense for demos/Customer trials as specified by company from time to time.

You shall buy from the company and maintain at your own expenses at all times for exchange of FISH (all varieties) in the Territory such stock of the Materiel and more specifically defined in the Fishes stocking norms.

- **Paid up Stock-Fishes:** You shall maintain a Fish stock (in days of sales) in line with company policy released from time to time on stocks.
- You shall place an initial sea food order as and when informed by the company at the appropriate time.
- **Sea food Stock:** You shall make payment as and when informed by the company towards the cost of stock as per the price fixed by the company.

**9.Price & Profit:** In the franchise agreement, the company retains authority to determine the price of fish, with the investor receiving 50 rupees per kilogram of fish sold. These terms underscore the company's commitment to fostering a mutually beneficial partnership, wherein the investor receives consistent returns while bearing operational responsibilities, ensuring a sustainable and profitable venture for both party involved.

**10. Compliances:** You shall not develop or register in your name any website/domain name containing the name “**SEABOSS FISHMART**” or any mark identical or deceptively similar thereto, disclosing any information regarding the company, the relationship between us and/or the subject matter of this LOI, without prior written consent of company.

You shall follow the directions, instructions, guidelines and directions given by the company from time to time relating to Dealer network.

**11. Trade Marks, Patents and Emblems:** You shall not misuse the company’s Trademarks, Patents, Emblems or other similar intellectual property rights and this LOI does not confer any right, title or interest to you in any trademark, design, logo or the name of the company. You shall not alter or remake or in any way tamper with any one of the Company’s marks or any mark of the Products.

You shall not use the name “**SEABOSS FISHMART**” either as part of your corporate name or domain name of your affiliates and /or subsidiaries if any, or in the form of logo or in combination with any other name or logo without prior written consent and only in the manner specified by us.

**12. Compliance with Statutory requirements:** You shall at all times, comply with the statutory provisions of all the applicable laws, if any notice is received regarding any breach/violation of any law, rule or regulation, you shall ensure that such breach/violations is promptly remedied at your own cost and expenses. You shall also indemnify the company for the losses, damages or expenses incurred by the company on that account.

**13. Manpower:** We will provide exclusive manpower for Dealer operations under this LOI, as per the details provided in the Dealer Facility Manual. This manpower shall be maintained at all times. There shall be competent and professional managers incharge of sales, service, stock, accounts and administration.

**14. Employees and Representatives:** The employees and/or representatives appointed by you to carry out your obligations under this LOI, for all times, shall be

your employees only and none of them shall be deemed to be employees or representatives of the company and you shall indemnify and keep indemnified the company harmless against any claims made or any proceedings or action initiated by such representatives or employees against the company.

**15. Quality Maintenance:** Top-quality, fresh fish is assured in the Dealer agreement. The company guarantees that only the finest and freshest seafood products will be provided to maintain high standards and satisfy customer expectations with a focus on freshness and superior quality, the dealer aims to build trust, loyalty, and satisfaction among its clientele, enhancing its reputation in the market.

**16. No Advances from the Customers:** You shall not seek or receive deposits or advances from the customers except to the extent authorized by the company on writing.

**17. Royalty Fee:** In a unique offering, this agreement features zero royalty fees. Unlike traditional arrangements, the dealer isn't obligated to pay any ongoing royalties to the company. This ensures that the dealer retains more of their profits, fostering a mutually beneficial partnership with minimal financial obligations beyond the initial investment.

**18. Sub Dealer:** You shall not appoint any sub-dealer without prior written approval of the company.

**19. Not to Deal in similar Products:** You shall not, during the validity of this LOI either directly or indirectly deal in any products which are similar and identical to the company products and are likely to cause confusion in the minds of traders and consumers. You shall before commencing any other business, take the company's prior permission in writing.

**20. Financial Responsibilities and Commitments:** The Dealer shall maintain adequate and clear Channel Financing limits as per Company norms from time to time.

**21. Dealer Management System (DMS):** You shall procure at your own cost and expense and keep upgraded the Dealer Management System (DMS) or other software with requisite software as Prescribed by the company. DMS sourcing /supply shall be facilitated by the company and need to be obtained from the source identified by the company only.

You shall allow access/audit of the DMS operations by the company representative from time to time with or without prior notice.

**22. SEABOSS FISHMART** would have the right to and the property of all information generated through/in such DMS.

**23. Force Majeure Claim:** The Company shall not be responsible to you for any losses, damages or consequential loss incurred by you due to delay in delivery caused by any force Majeure conditions or incidents beyond the control of the Company.

**24. Legal Relationship:** The Relationship between the Company and you shall be that of sellers and buyers and the transaction is on principal basis, not with standing anything to the contrary that any contain in this LOI or any correspondence or letters between the Company and you. You are not and shall not be agent of the company for any purpose and you have no right or authority to assign or create any obligation of any kind expressed or implied, on behalf of the company to bind the Company in any way to accept any service or process upon the Company or to receive any notice of any nature whatsoever.

**25. Salary and expenses Support:** You can launch your shop hassle-free with our complete support package. We cover all essential expenses such as 50% of shop rent, employe salary, and ensuring your focus remains solely on driving business success. This comprehensive assistance allows you to operate seamlessly without financial concerns, empowering you to provide exceptional service and expand your customer base confidently. Rest assured, we handle the critical operational aspects, enabling you to concentrate on optimizing your shop's performance and achieving your entrepreneurial goals with peace of mind and efficiency.

**26. Termination:** The company may terminate this arrangement or withdraw or cancel this LOI by giving 30(thirty) days written notice. Similarly, you shall also have right to terminate this agreement by giving 30(thirty days) written notice.



However, the company shall have right to cancel this arrangement or withdraw or cancel this LOI with immediate effect in the event of happening of any of the following events;

1. If you act in manner prejudicial to the interest of the Company, the Company's decision as to whether such act is prejudicial or not shall be binding on you.
2. Usage/stocking of non-genuine Material stock/Storage stock (Unsold Stock) Consumables.
3. Your failure to comply with requirement of this LOI.
4. The death or Incapacity of the principal officer or a partner of your organization in case of corporation or partnership.
5. Any sale, transfer, relinquishment, voluntary or involuntary or by operation of law or otherwise of any substantial interest in the direct or indirect.
6. Ownership or Management of your Dealership or any dispute disagreements or controversy among the partners, Managers, Directors or Stockholders of the Dealer which in the opinion of the company may adversely affect the ownership, operation management or business of your Dealership.
7. In case of insolvency of the partners or in case of the company, petition for winding up is admitted.
8. The abandonment or suspension of business without any reasonable cause for more than 10 days by you.
9. If you make an assignment for the benefit of your creditors.
10. In case of not achieving performance parameters as mutually agreed between you & us.

**27.Effect of termination:** Upon termination/cancellation/withdrawal of this LOI by the Company, you shall not be released from the obligation or liabilities to pay any sum which you may then be owing to the company or which may be thereafter become due to the Company on any account. In settling of any outstanding first preference/right would be given to **SEABOSS FISHMART**. All the orders placed by you shall stand cancelled on the termination/cancellation/withdrawal of this arrangement/LOI and no further orders shall be placed by you with effect from termination of this arrangement. Also clause 5 as mentioned above will apply.

**28. Rules and Policies:** You shall abide by all the rules, regulation and policies of the company as announced/circulated from time to time.

**29. Prior Memorandum:** This letter along with all the annexure annexed here to supersede all prior understandings and agreement either oral or written between us and governs all transaction between us until the expiration of the period of this LOI or the early termination thereof.

**30. Assignment:** You shall not transfer or assign your rights, obligations or liabilities under this LOI to any third party, without the prior written consent of the company and any such actual purported assignment or transfer without the consent of the company shall be null and void.

**31. Jurisdiction:** For the legal purpose, this LOI shall be considered to have been issued by the company at Vijayawada on the date mentioned herein above and any dispute or any legal proceedings arising out of this LOI or relation to or in any manner connected with Dealership shall be referred to or executed in Vijayawada courts only.

This LOI will be valid for period commencing from **DATE:** and shall stand terminated automatically unless renewed / extended for a further period. On fulfilling the requirements and all aforesaid terms and conditions to our satisfaction and if the period of LOI is not extended further, that in case, we may at our sole discretion decides to enter into a formal agreement on such terms and conditions as may be mutually agreed between ourselves.

If the above arrangement is acceptable to you, please return the duplicate of this Letter duly signed by you as a token of acceptance. The Dealer shall also submit the documents and / or comply with the requirements as mentioned in Schedule C within one month of the receipt of LOI.

Thanking you,  
Yours faithfully,  
For .....

We accept the above terms and conditions:

Dealer Principal Name

**Signature:**

**Date:**

**Witness1**

**Witness2**

**Name:**

**Name:**

**Signature:**

**Signature:**

## **SCHEDULE-A**

### **FISH display section**

1. Dealer shall provide the proper ventilation & illumination to all work bays and they shall be connected to the utility areas.
2. Dealer shall maintain DMS and all software specified by Company at its own expenses.
3. Dealer shall comply with the intimations given by company, based on the market conditions, requiring Dealer for expansion.
4. Dealer shall take care that, the workshop has conformance to all statutory laws with respect to environment protection, as applicable in the city of operation.
5. Dealer shall keep all documents at the outlet in the specific format, as specified by Company from time to time.
6. Dealer shall take the prior written approval of the company for any changes in the above.

## **SCHEDULE-C**

### **Documents Required**

1. Registration / Approval of the company (SEABOSS FISHMART company to be formed for SEABOSS FISHMART Operations)
2. A copy of the Memorandum and Articles of association of your company.
3. Information regarding ownership of equity/partners capital, financial structure of your company/firm. This information needs to be provided annually and as & when there is any change in the ownership pattern.
4. Names, Designation and addresses of the key personnel in your company firm who shall be functioning at your Dealership.
5. Land ownership/Lease records.
6. PAN copy.
7. Payment to be sent for DMS as and when informed by the company.
8. Principal architect agreement.
9. DD for security deposit.f
10. Service Tax Registration/CST/VAT documents.
11. Resolution of Board of directors in case Pvt ltd/ firm.
12. Photographs of approved site.
13. Layout of approved site plan with all critical dimensions duly certified and approved by Municipal Corporation or local relevant authority as applicable with Tenancy or Ownership of property.
14. Site approval from local authorities for commercial/service activities.
15. Proposed organization structure