**VENDOR AGREEMENT**

This Vendor Agreement (“**Agreement**”) is made at \_\_\_\_ on [*insert date*] (the “**Start Date**”) by and between;

**\_\_\_\_\_\_,** having its registered office at \_\_\_\_\_\_\_ (‘**the Company’**), which shall be deemed to include its heirs, assigns and successors in interest, unless repugnant to the context;

**AND**

[*insert name of the Vendor*], a company/partnership firm/ proprietary firm, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert the address*] (‘**the Vendor**’).

The above mentioned entities shall collectively be referred to as the ‘**Parties**’ and each, individually, shall be referred to as a ‘**Party**’, as the context may so require.

**THE PARTIES HEREBY AGREE AND CONTRACT AS FOLLOWS:**

1. The Parties acknowledge and agree that this Agreement shall be in force for a term of \_\_\_ from the Start Date, and shall be subject to renewal on the same, or different terms upon mutual consent of the Parties, upon determination.
2. The Company represents that it is involved in the business of \_\_\_\_\_ .
3. The Vendor represents the following:
   1. It is engaged in the business of \_\_\_\_\_;
   2. It has full legal power and capacity to enter into and perform its obligations under this Agreement;
   3. Has taken all necessary licenses applicable to its business and is fully compliant with all applicable statutes and regulations, as amended from time to time;
   4. It shall at all times, manufacture goods of high quality and shall conduct its business in an ethical manner.
   5. It shall, at all times, abide by the terms of this Agreement and any applicable subsequent interaction relating to this Agreement with the Company.
   6. It shall, at all times raise timely invoices in favour of the Company; and
   7. All the information and contents provided by it, as required, to the Company are true, correct and accurate.
4. The Vendor wishes to \_\_\_\_\_ run by the Company.
5. The Vendor shall have the following documents for registration:
   1. Firm PAN Number (if applicable) and proof thereof;
   2. GST IN and proof thereof;
   3. CIN (if applicable) and proof thereof;
   4. Any other documents as may be deemed required by the Company, from time to time.
6. The Vendor agrees that if it provides any information or details to the Company, which is untrue, inaccurate, not current, or incomplete or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the terms of this Agreement, the Company shall have the right to terminate this Agreement with immediate effect.
7. The Vendor agrees that before supplying products to the Company, the Vendor shall provide all relevant information required for proper handling, treatment, maintenance, storage, transport and packaging of the products being supplied to the Company, in writing. The Vendor agrees to communicate any special requirements for the products to the Company in advance to enable the Company to make arrangements for the same. The Company shall not be liable for any losses to the products that have occurred as a direct consequence of supply of incomplete, belated or inaccurate information, or non-supply of information from the Vendor in respect of the products.
8. The Parties can terminate this contract providing \_\_\_\_ prior written notice to the other Party. Upon termination, the Company shall be liable to settle all pending amounts/invoices within \_\_\_\_ from the date of termination, in full, with the Vendor.
9. The Vendor agrees that entering into this Agreement with the Company is strictly not transferable in any manner.

1. The Company acknowledges that at no point of time shall it hold any right, title or interest over the products that have been sold by the Vendor nor shall the Company have any obligations or liabilities in respect of any contract or transaction entered into between the Vendor and buyer.
2. The Company reserves the right to temporarily or permanently discontinue its services to the Vendor for material breach or non-compliance of the provisions of this Agreement, at its own discretion.
3. The Vendor recognises that all the intellectual property associated with the portal of the Company belongs to the Company and other vendors, as the case may be, and the Vendor acknowledges that the Vendor does not have the right to use, modify, or claim any right in any of the intellectual property. The Vendor agrees to indemnify the Company in the event of any dispute between the Vendor and any third-party claiming right in any of the intellectual property associated with the portal that is claimed to be owned by the Vendor.
4. Each Party shall retain ownership of its intellectual property and data existing as of the Start Date and any derivative works, additions, modifications, translations or enhancements thereof created by a Party or its affiliates pursuant to this Agreement.
5. The Vendor shall maintain the confidentiality of the Company’s sensitive information. All information shall be included within the scope of this clause that is learnt of in connection during the course of business carried out with the Company by the Vendor. Confidential Information may include, without limitation:
6. the terms of this Agreement
7. the Company’s business policies, finances, and business plans;
8. the Company’s financial projections, including but not limited to, annual sales forecasts and targets;
9. sales information;
10. customized software, marketing tools, and/or supplies that the Vendor will be provided access to by the Company;
11. the identity of the buyers;
12. the account terms and pricing upon which the Company obtains products and services from its suppliers;
13. the account terms and pricing of sales contracts between the Company and its clients;
14. the names and addresses of the Company’s employees and other business contacts of the Company; and
15. the techniques, methods, and strategies by which the Company develops, updates and markets its services.
16. The Vendor shall not directly or indirectly divulge or make use of any Confidential Information outside of their association with the Company (so long as the information remains confidential) without the prior written consent of the Company. The Vendor shall not directly or indirectly misappropriate, divulge, or make use of any confidential information for an indefinite period of time. The Vendor further agrees that if they or any of their officials/directors/personnel/employees/associates are questioned about information subject to this Agreement by anyone not authorized to receive such information, the Vendor will notify the Company within 24 hours.
17. The Vendor agrees to return all confidential information within three (3) calendar days following termination of this Agreement for any reason. To the extent the Vendor maintains any confidential information in electronic form on any computers or other electronic devices owned by it, the Vendor agrees to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of this Agreement.

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| **Signed by the Vendor:**  **Name:**  **Designation: [**Director/ Managing Partner/ Proprietor*- choose appropriate***]**  **Date:**  **Email:** | **Signed by the Company:**  **Name:**  **Designation:**  **Date:**  **Email:** |