



# TSR Advancement LLP

## (Form for Vendor)

JB-26, City Centre, Sector-IV, Bokaro Steel City, Jharkhand-827004, Ph. 7676 918 919, 06542-233508

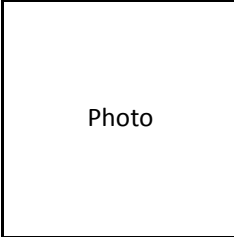
### REGISTRATION FORM

First Name : ..... Middle Name : ..... Last Name : .....

Address : .....

City : ..... State : ..... Pin : .....

Tel. No. : ..... Cellular No. : ..... Email : .....



### VENDOR AGREEMENT

This **VENDOR** Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between **TSR ADVANCEMENT LLP**, FIRM/SHOPE located at SECTOR-4,B.S.CITY and \_\_\_\_\_, an **VENDOR** located at \_\_\_\_\_ (" **VENDOR** "). Each of **BUSINESS OWNER** and **VENDOR** may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." "Affiliate" shall mean an entity controlled by, **TSR ADVANCEMENT LLP**.

**WHEREAS**, *TSR ADVANCEMENT LLP* owns the items of intellectual property defined below as **TRADE MARK** , and *VENDOR* desires to obtain the right and **USE OF APP PLATFORM** to use the Licensed IP upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual concern, terms, and conditions set forth in this Agreement, and for other good, valuable, and legal consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**1. VENDOR** . *TSR ADVANCEMENT LLP* hereby grants to *VENDOR* non-exclusive, non-transferrable, non-assignable, royalty-bearing to reproduce, distribute, publicly display, publicly perform, and otherwise use the following items of **TRADE MARK**/ intellectual property:

**(a) NAME : TSR ADVANCEMENT LLP**

**(b) APP : TSR TECHNICIAN**

**2. Exclusion of All Other Rights.** Except as expressly provided in this Agreement, *VENDOR* is granted no other rights or licenses whatsoever in or to the Licensed IP or any of Licensor’s other products, services or other intellectual, proprietary, or personal rights. Licensor / *TSR ADVANCEMENT LLP* reserves all rights and *VENDOR* not expressly granted in this Agreement.

**3. Consideration.** As consideration for the granted and described in this Agreement, *VENDOR* shall pay to *TSR ADVANCEMENT LLP* the following fees and/or royalties:

Description of Payment	Payment of Every Month
Rs.	1-7th of Every Month

Payment shall be made within **7 days** of the due date.

**4. Right to Sublicense.** *VENDOR* has no right to grant sublicenses to any third party unless *TSR ADVANCEMENT* provides its approval in writing. Any approved sublicense is subordinate to, and must conform to the terms and conditions of this Agreement, and will not include the right to grant further sublicenses.

**5. Intellectual Property Notice and Markings.** In no event may *VENDOR* remove any copyright or intellectual property notice, proprietary legend, trademark or service mark from any materials. *TSR ADVANCEMENT LLP* may require an appropriate legal notice or legend, as required by law or established by Licensor, be placed on all products, packaging and promotional

**6. Quality Control.** *VENDOR* agrees that any use of the trademarks included in the Licensed IP must comply with all quality control standards and usage guidelines as may be reasonably established by *TSR ADVANCEMENT LLP*, and must generally conform with good trademark usage. *TSR ADVANCEMENT LLP* may reasonably request that *VENDOR* deliver representative samples of any products or materials containing the Licensed IP to ensure all quality control standards and usage guidelines are being maintained and adhered to.

**7. Confidential Information.** "Confidential Information" shall include any confidential and proprietary information developed or acquired by *TSR ADVANCEMENT LLP* including, but not limited to, technical and non-technical data, formulas, patterns, source and object codes, compilations, devices, methods, techniques, drawings, processes, trade secrets, copyrights, know-how, ideas, concepts, customer lists, pricing structure, sales information, business records and plans, and other intellectual property related to the Licensed IP and/or Licensor. *VENDOR* agrees to hold any Confidential Information of Licensor obtained in the transactions contemplated by this Agreement in the strictest confidence, and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information, except in conformity with this Agreement. *VENDOR* will comply with all laws and regulations that apply to the use, transmission, storage, disclosure or destruction of Confidential Information. *VENDOR* shall ensure that its employees, agents, representatives, and contractors are advised of the Confidential Information and are precluded from taking any action prohibited under this Agreement. Ownership of the Confidential Information shall remain solely with the *TSR ADVANCEMENT LLP*.

**8. Survival of Confidential Information.** The obligation of confidentiality will extend for a period of **01 years** after the termination of this Agreement.

**9. Mutual Representations and Warranties.** Each Party represents and warrants that:

- (a) it has the power and authority to enter into this Agreement, and the execution, delivery, and performance of this Agreement and the transactions and other documents contemplated have been authorized by the Parties; and
- (b) this Agreement has been executed and delivered by each Party, and constitutes a legal, valid, and binding obligation of the Party, fully enforceable against the Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights, and general principles.

**10. TSR Advancement LLP Representations and Warranties.** *TSR ADVANCEMENT LLP* represents and warrants that:

- (a) Licensor owns and/or controls the rights granted to *VENDOR* in this Agreement and Licensor has the right to grant such rights and to enter into this Agreement;
- (b) to the best of its knowledge the Licensed IP does not infringe upon or violate (i) any copyright, patent, trademark, or other proprietary right of a third party or (ii) any applicable law, regulation, or non-proprietary right of a third party; and
- (c) *TSR ADVANCEMENT LLP* has no knowledge of any claim which, if sustained, would be contrary to Licensor's warranties, representations, and obligations contained in this Agreement.

**11. No Warranties.** *VENDOR* acknowledges that:

- (a) *TSR ADVANCEMENT LLP* is providing SOFTWARE PLATFORM to *VENDOR* on an "AS IS" basis without warranty of any kind;
- (b) *TSR ADVANCEMENT LLP* has not prepared or modified the PLATE FORM to meet any specific requirements or specifications of the *VENDOR* ;
- (c) *TSR ADVANCEMENT LLP* makes no representations or warranties as to value, use, sale or other exploitation of the Licensed IP by the *VENDOR* or any third party.

**12. Laws and Regulations.** *TSR ADVANCEMENT LLP* represents and warrants that *VENDOR* will comply, and ensure its Affiliates comply, with all local, state, & federal laws and regulations relating to the development, manufacture, use, sale, importation and exportation of PLATFORM .

**13. Term.** This Agreement will commence on the \_\_\_\_\_ Effective Date and will continue in full force and effect for an initial period of \_\_\_\_\_ month(s) / year(s).

**14. Termination.** Either Party may terminate this Agreement immediately upon delivery of written notice to the other Party specifying clearly the grounds for termination if the other Party commits a material breach of its obligations under this Agreement and fails to cure the breach within 30 days after written notice of the breach is received by the breaching Party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

**15. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the Parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the Parties.

**16. No Waiver.** This Agreement may not be altered, modified, or amended in any way except in writing signed by both Parties. The failure of a Party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

**17. Entire Agreement.** This Agreement and the attachments hereto represent and constitute the entire agreement between the Parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the Parties.

**18. Governing Law.** The Parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of JHARKHAND , without reference to rules governing choice of laws.

**19. Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of JHARKHAND.

**20. Notices.** All notices, demands or other communications to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the other Party at the address appearing in the introductory paragraph of this Agreement, but each Party may change such address by written notice in accordance with this paragraph.

**IN WITNESS WHEREOF,** the Parties have entered into this Agreement as of the Effective Date.

**Vendor Signature**

**For TSR Advancement LLP  
(Authorised Signatory)**

**Vendor's Company Title**

**Vendor Representative  
(Name & Signature)**

**TSR Advancement LLP Representative  
(Name & Signature)**