

## VENDOR AGREEMENT

This Agreement is entered on this \_\_\_ day of \_\_\_\_\_, by and between

**MARKETXPANDER SERVICES PRIVATE LIMITED.**, a company incorporated under the Companies Act, 1956 and having its head office at No. 33, Sector-6, HSR Layout, Bangalore – 560 102, Karnataka (hereinafter referred to as “Company” or “LeadSquared”) which expression shall unless, it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns through its duly authorized representatives.

AND

<Insert Vendor Name>, a company incorporated under the Companies Act <Insert Year>, and having its head office <Insert full Address> (hereinafter referred to as “Vendor”) which expression shall unless, it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns through its duly authorized representatives.

### 1. APPOINTMENT & SCOPE OF SERVICES

- 1.1 LeadSquared hereby appoints the Vendor to provide services, the scope of which is mentioned in the relevant Annexure 1 appended hereto (hereinafter “Services”), in accordance with the terms of this Agreement.

### 2. PROFESSIONAL RESPONSIBILITIES AND OBLIGATIONS OF THE VENDOR

2.1 In rendering the Services, the Vendor shall:

- 2.1.1 Provide the Services as agreed as per Industry best standards
- 2.1.2 comply with all applicable laws, rules and regulations, from time to time;
- 2.1.3 exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the concerned nature of engagement/Services;
- 2.1.4 not breach any third party’s intellectual property rights;
- 2.1.5 conduct themselves, at all times, for the benefit of LeadSquared and never knowingly take any action inconsistent with LeadSquared’s best interests;
- 2.1.6 abide by all applicable policies, rules and regulations framed by LeadSquared, from time to time;
- 2.1.7 cooperate with and make themselves available, at such times, as maybe reasonably required by LeadSquared to provide the Services; and
- 2.1.8 use the names, trademarks, service marks or proprietary indicia of LeadSquared only in accordance with applicable usage guidelines communicated by LeadSquared from time to time.
- 2.1.9 Ensure that there are no short supplies or delay in supplies, which shall both amount to a material breach of this Agreement

### 3. OBLIGATIONS OF LEADSQUARED

3.1 LeadSquared shall:

- 3.1.1 co-operate with the Vendor in all matters relating to the Services;

- 3.1.2 provide such information as may be required or sought by the Vendor from time to time to enable them to perform the Services; and
- 3.1.3 communicate to the Vendor any of LeadSquared's policies that they are required to follow.

#### **4. FEES, EXPENSES AND PAYMENT TERMS**

- 4.1 Subject to Vendor performing the Services as agreed, LeadSquared shall pay for the Services rendered by the Vendor, as agreed herein in Annexure 1.
- 4.2 The Fee shall be payable, within a period of 45 (forty-five) days from the date of receipt by LeadSquared of an undisputed tax invoice from the Vendor for the Fees payable.
- 4.3 The Fees payable shall be inclusive of applicable tax on the Services under respective jurisdiction.
- 4.4 LeadSquared shall not be liable to pay any costs or expenses incurred by Vendor in rendering the Services unless its prior written approval has been obtained in respect of the same.
- 4.5 All amounts payable hereunder shall be subject to tax deduction at source / withholding tax as applicable in respective geography in accordance with applicable laws.
- 4.6 In the event of any delay in providing final deliverables / services or if the deliverables /services do not conform to agreed quality or intellectual property norms, LeadSquared shall be entitled to an immediate and full refund of the deposit or advance paid and shall not be liable to make any further payments to the Vendor.

#### **5. OWNERSHIP OF INTELLECTUAL PROPERTY**

- 5.1 Any work product resulting from the Services (hereinafter "**Work Product**") shall be deemed to be "work made for hire" and all intellectual property rights therein shall vest with LeadSquared upon creation, without any right being retained by the Vendor. To the extent that they do not so vest, the Vendor hereby assigns to LeadSquared, free from any third-party rights, all intellectual property rights in such Work Products, perpetually and worldwide. The Vendor undertakes to execute such other documents as may be required from time to time to further secure LeadSquared's rights pursuant to this clause.
- 5.2 To the extent any Work Product incorporate any of the Vendor's proprietary rights, the Vendor hereby grants to LeadSquared a worldwide, exclusive, perpetual, full paid-up, royalty-free license to use the same in relation to the Services.
- 5.3 To the extent any Work Product incorporate the proprietary rights of any third party, the Vendor shall, at their sole costs, obtain for LeadSquared a worldwide, exclusive, perpetual, full paid-up, royalty-free license to use the same in relation to the Services.

#### **6. CONFIDENTIALITY**

- 6.1 Parties acknowledge that, given the nature of this engagement and the Services, the Vendor shall be privy to business, technical, sales, including but not limited to financial, any proprietary and marketing information of LeadSquared, any data/information shared in relation to this Agreement/Services (hereinafter "**Confidential Information**"). Without

limiting the generality of the foregoing, Confidential Information shall mean any and all information, whether or not reduced to writing, printed, or in electronic or in digital format or otherwise, possessed by LeadSquared or relating to the business of LeadSquared, of any actual or demonstrably anticipated business development and strategies of LeadSquared, which gives LeadSquared an advantage over the competitors who do not know or use it or is otherwise not generally known in the trade or available to others, or the utility or value of which is not known or recognised, whether or not the same is in public domain, including but not limited to:

- 6.1.1 information or material relating to LeadSquared and its business as conducted or anticipated to be conducted, trade secrets, business plans and strategies, including but not limited to research and operations past, current or anticipated, partners, customers or prospective partners or customers, business contacts, research and development, computer software techniques, programs and systems, methods, data processing, technical documentation, user manuals, data files and data bases, purchasing, accounting, marketing activities and strategy, pricing, financial data and confidential and propriety information of similar nature received or to be received from third parties with whom LeadSquared does business;
  - 6.1.2 contracts of LeadSquared with any partners, existing or potential customers, government and negotiations in connection thereto, whether discussed or documented by LeadSquared;
  - 6.1.3 all information received, utilized, conceived, originated or developed by the Vendor during the course of rendering the Services; and
  - 6.1.4 all information which LeadSquared actively undertakes to restrict or control the disclosure of to third parties in a manner intended to maintain its confidentiality.
- 6.2 The Vendor hereby agrees and undertakes that they shall:
- 6.2.1 maintain in strict and absolute confidence all Confidential Information;
  - 6.2.2 not, without the prior written approval of LeadSquared, directly or indirectly, disclose, reveal, report, publish or transfer any Confidential Information to any person or entity, by any means whatsoever, except to the extent required for the sole purpose of rendering the Services;
  - 6.2.3 not copy, adapt, summarize, reproduce, alter, modify, merge or create derivative works of the Confidential Information or reverse engineer, disassemble, or decompile any objects which embody the Confidential Information or attempt to do any of the foregoing by any means whatsoever, except to the extent required for the sole purpose of rendering the Services;
  - 6.2.4 not use by themselves or through any employee or any adversary of LeadSquared or any other person, the Confidential Information, for any purpose or for the benefit of any person or entity other than the sole purpose of rendering the Services;
  - 6.2.5 not, during the course of rendering the Services, use the Confidential Information in a manner that would have adverse effect and consequences on LeadSquared, its business and persons/entities having a business relationship with LeadSquared; and
  - 6.2.6 not disclose, divulge or reveal the Confidential Information in other/future engagements with any other person in any manner or form whatsoever.
- 6.3 All Confidential Information made or compiled by the Vendor, or made available to the Vendor, shall be and remain LeadSquared's property and shall be delivered to LeadSquared forthwith after the expiry or termination of this engagement or at any earlier time, at the request of LeadSquared. The Vendor shall be responsible for the safekeeping and return in

good condition and order, of all Confidential Information which may be in the Vendor's use, custody or charge.

6.4 All confidentiality obligations shall survive the expiry or termination of this engagement.

## **7. DATA PROTECTION**

7.1 During the performance of the Services, the Vendor shall comply with applicable data protection laws, in relation to this Agreement, from time to time.

7.2 Any personal data made available to the Vendor by LeadSquared may be used only to the extent required for the purpose of rendering the Services, in accordance with applicable laws and regulations and as per instructions provided by LeadSquared in this regard.

## **8. TERM AND TERMINATION**

8.1 This Agreement shall be effective from the Effective Date and shall be valid for a period as agreed herein, unless terminated earlier in accordance with the termination provisions of this Agreement. Upon completion of the Term, Parties may extend the Term of the Agreement for such duration as may be mutually agreed in writing. ("Term").

8.2 LeadSquared may terminate this Agreement upon providing prior written notice of thirty (30) days to Vendor, without specifying any cause.

8.3 LeadSquared may terminate this Agreement for cause: (i) upon 30 (thirty) days' prior written notice to the Vendor on grounds of a material breach, if such breach remains uncured at the expiration of such period; (ii) immediately, if the Vendor becomes subject to insolvency, bankruptcy, liquidation or other such proceedings; (iii) if the Vendor is unable to generate the agreed number of leads in a specified time period as per the SoW or agreed terms, in writing; (iv) if the lead conversion does not happen as per the SoW or agreed terms, in writing.

8.4 LeadSquared reserves the right to terminate this Agreement without notice in the event of breach by the Vendor of any applicable laws, or on grounds of misconduct, fraud or any act involving moral turpitude committed by the Vendor.

8.5 Upon expiry or termination of this Agreement for any reason,

8.5.1 the Vendor shall render Services upto the effective date of termination or such other date as communicated by LeadSquared in writing;

8.5.2 LeadSquared shall pay the Vendor all undisputed Fees for Services rendered upto the effective date of termination;

8.5.3 the Vendor shall return and destroy from its end all copies of: (i) any Confidential Information; and (ii) any personal data provided by LeadSquared, without retaining any copies thereof and shall certify in writing;

8.5.4 the Vendor shall return any materials or equipment provided by LeadSquared in a proper condition, subject to normal wear and tear;

8.5.5 any rights, remedies, obligations or liabilities of the Parties that have accrued prior to the expiry or termination shall not be prejudiced; and

8.5.6 provisions which by their nature survive the expiry or termination of this Agreement shall survive, including but not limited to provisions pertaining to intellectual property rights, confidential information, data protection, indemnity and dispute resolution.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1 Each Party hereby represents and warrants to the other that:

- 9.1.1 it/he/she is competent to enter into and perform this Agreement under applicable laws and regulations; and
- 9.1.2 the execution and performance of this Agreement is not in violation of any applicable law, regulation, judgement, decree, order, license, consent, permit or any agreement by which it/he/she is bound.

9.2 The Vendor further represents and warrants that:

- 9.2.1 they procure and maintain all licenses, permits and consents necessary for rendering the Services and make all necessary declarations and filings in this regard; and
- 9.2.2 in the rendering of Services, they will not violate the intellectual property rights or any other proprietary rights of any third party and that the final deliverables shall not violate the intellectual property rights or any other proprietary rights of any third party.

## **10. INDEMNITY**

10.1 The Vendor shall hold harmless and indemnify LeadSquared, its directors, officers, employees, consultants and agents from and against any and all claims, actions, liabilities, losses, damages, costs, expenses (including legal costs and fees) resulting from or attributable to:

- 10.1.1 a breach of the Vendor's representations or warranties, any obligations set forth herein;
- 10.1.2 any acts of fraud or wilful misconduct by the Vendor; or
- 10.1.3 a breach of any of Vendor's obligations pertaining to intellectual property, confidentiality and data protection.

10.2 In no event shall LeadSquared, its directors, officers or any of its affiliates, be liable for: (i) loss of profit, loss of business, loss of business opportunity, loss of revenue, loss of reputation or goodwill, in each case whether actual or anticipated.

## **11. LIABILITY**

The Vendor hereby commits that they would not engage in any Criminal, Tortious or Civil misconduct. The Vendor also acknowledges and undertakes that LeadSquared shall not be held responsible for any civil or criminal liability that may arise due to the Vendor's conduct in carrying out their business. This may include but are not limited to Cheating, Fraud, Non-Delivery of goods, Lapse in quality of products or services. Further, the Vendor also agrees that in case such liability arises, the Vendor would indemnify LeadSquared for the same as per the conditions of Indemnity Clause.

## **12. GOVERNING LAW & JURISDICTION**

12.1 The governing law and jurisdiction shall be at Bengaluru, Karnataka, India and these Terms of Service shall be governed by and construed in accordance with the laws of India. Parties shall try to resolve any Dispute arising out of or in relation to these Terms of Service by mutual discussions, failing which the same shall be submitted to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, administered by Presolv360, an independent institution, in accordance with its Dispute Resolution Rules.

12.2 The parties agree that the arbitration shall be before a sole arbitrator appointed under the Rules. The juridical seat of arbitration shall be Bangalore, India. The language of arbitration

shall be English. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the parties. Subject to the above, the competent courts at the seat shall have exclusive jurisdiction.

- 12.3 The parties agree to carry out the arbitration proceedings virtually through the online dispute resolution (“ODR”) platform of Presolv360 and, for such purpose, the email addresses and / or mobile numbers available, provided or otherwise referenced in the contract shall be considered. Each party shall be responsible for intimating such institution in the event of any change in its email address and / or mobile number throughout the arbitration proceedings. In the event the arbitration proceedings cannot be administered virtually in the opinion of the arbitrator, the proceedings shall be conducted physically, and the venue of the proceedings shall be as determined by the arbitrator having regard to the circumstances of the case, including the convenience of the parties

### **13. MISCELLANEOUS**

- 13.1 **INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended to, or shall be deemed to, establish any relationship of agency or employment between LeadSquared and the Vendor.
- 13.2 **ASSIGNMENT OR SUBCONTRACTING.** The Vendor shall not assign or subcontract all or a portion of his/her rights or obligations under this Agreement in favour of a third party.
- 13.3 **SEVERABILITY.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will continue to be binding on the Parties with full force and effect; and Parties shall work towards substituting the invalid or unenforceable provision with equivalent provisions to achieve the purpose of this Agreement.
- 13.4 **WAIVER.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **NOTICES.** Any notice that may be required to be given to a Party shall be deemed to be duly and properly given, if hand delivered to the other Party personally, or sent by registered post to the address set forth herein, or to the official email address of the other Party, as per available records.
- 13.6 **ENTIRE AGREEMENT.** This Agreement together with its Annexure constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and extinguishes all previous understandings and correspondence between the Parties, whether written or oral, in relation to the same.
- 13.7 **AMENDMENT.** Any amendment to this Agreement shall be valid only if the same is in writing, duly executed by both the Parties.

For MarketXpander Services Pvt Ltd	For Vendor
Name: Designation:	Name: Designation:



ANNEXURE 1  
SERVICES AND CONSIDERATION