

## **Agreement for Use of Logo/Name/ Brand**

1. This Agreement contains the terms and conditions by which, we the sellers \_\_\_\_\_ a company registered in India with a principal place of business at \_\_\_\_\_, is willing to grant usage / licence rights to COST PRICE DISCOUNT STORES PVT LTD's, of our brand name/s

\_\_\_\_\_ & its logos & devices for use on their B2B website supermargins.com hereafter called website for global sales of the brand ALL COUNTRIES GLOBALLY with exception of The Republic of India for both Offline/Online as they deem fit.

No ownership is transferred or created to COST PRICE DISCOUNT STORES PVT LTD, and the Brand/s remains our exclusive trademark property and right.

2. We affirm that we are the owners of the said "Devices/ Logos / Brands" \_\_\_\_\_ bearing registration / trademark NO \_\_\_\_\_ dated \_\_\_\_\_ and such belong to our company \_\_\_\_\_ being our registered trademarks. We have total ownership & are copyrighted the brands/logos/devices as per the laws set forth by Office of the Controller General of Patents, Designs & Trademarks, Department for Promotion of Industry & Internal Trade, Ministry of Commerce & Industry. Government of India

3. Grant of License: We grant to COST PRICE DISCOUNT STORES PVT LTD non-exclusive, royalty free RIGHTS TO DISPLAY, SELL PRODUCTS LISTED UNDER OUR BRAND/S, ADVERTISE AND PROMOTE our brand/s on supermargins.com and or any other media for sales, publicity, in the company's advertising, literature, and websites in sales & marketing of our products.

### **Terms & Conditions for usage of branding**

- A. Our company holds exclusive right, title and interest of the brands & logos and are copyrighted with our company \_\_\_\_\_ & No ownership or transference of Brand / Logos is affected here, and we reserve all rights and ownership of the same.
- B. The license granted by this Agreement is non-sublicensable. Nothing in this Agreement grants You, or authorizes You to grant to any other person, firm or corporation, any right to use The Logos in any way or by any means or manner.
- C. All materials, if any, provided to COST PRICE DISCOUNT STORES PVT LTD under this Agreement, and all proprietary rights in and to all such materials shall remain our sole and exclusive property, subject only to the non-exclusive rights granted to You under this Agreement.
- D. In no event shall COST PRICE DISCOUNT STORES PVT LTD be liable for any damages of any kind, including without limitation any direct, indirect, consequential, special, incidental, or punitive damages, or for any lost profits, savings, data or use arising out of this agreement. both parties further agree that COST PRICE DISCOUNT STORES PVT LTD shall have no responsibility for any monetary damages under any contract, tort or other legal or equitable theory, regardless of the form of the action.

- E. **Indemnity:** We shall indemnify, defend and hold harmless COST PRICE DISCOUNT STORES PVT LTD, its affiliates, and their respective officers, directors, members, employees and agents from and against any claims, actions, suits or proceedings, as well as any and all claims, actions, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any misrepresentation or breach of your representations and warranties set forth in this Agreement; and (b) any non-compliance by You with any agreements or undertakings contained in or made pursuant to this Agreement & we bear all responsibility & liabilities. COST PRICE DISCOUNT STORES PVT LTD shall remain indemnified for any actions or claims of such third parties
- F. Termination: Both parties may mutually decide at their sole discretion to terminate this Agreement or modify / revise the terms at mutually acceptable terms. Upon termination of this Agreement COST PRICE DISCOUNT STORES PVT LTD shall have the right to immediately stop / cease usage of the brand/logo/devices.  
We will provide a termination notice with a (30) days prior written notice to COST PRICE DISCOUNT STORES PVT LTD.
- G. All orders in process and transit will continue to remain effective and live till all commercial term's and deliveries are settled and monetary exchanges are completed.

4. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt by the other party, when delivered by certified or registered mail, return receipt requested, by commercial overnight delivery service, or by personal delivery to the address of such party as set forth above or to any subsequent address designated by either party, on notice to the other pursuant hereto, for the purpose of receiving notices under this Agreement.

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ appropriate jurisdiction over the subject matter.

Name of [seller]

Dated

Signature