**REGISTERED USER AGREEMENT**

THIS AGREEMENT MADE BETWEEN

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a company incorporated under the enactments of the Companies Act, 1956 and with its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Registered Proprietor" of the One Part

AND

M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a partnership firm registered under Partnership Act, 1932 having office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "User" of the other Part.

WHEREAS

(a) The Registered Proprietor being one of the leading companies in manufacturing, marketing and sale of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ products and holds registration of the Trade Mark "XYZ", being registration No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in class \_\_\_\_\_\_\_ in the fourth schedule of the Trade and Merchandise Marks Rules, 1959 concerning the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ products.

(b) The User recognizes that the Registered Proprietor being the registered legal owner of the Trade Mark "XYZ" as registered in India and the User wants to use the above stated Trademark, after it referred to as the "said Mark".

c) The Registered Proprietor and the User have consented that the Registered Proprietor and the User shall conjointly apply for the registration of the User as the Registered User for all Trade marks registered or for which a registration application has been applied in India by the Registered Proprietor.

NOW IN CONSIDERATION OF THE MUTUAL PROMISES THIS AGREEMENT WITNESSED AS UNDER:

1. ALLOWING OF RIGHT IN USING THE TRADE MARK

The Registered Proprietor hereby allows to the User, exclusively right in using the said Mark during the term of this Agreement subject to the terms/conditions stated here in below. It is expressly construed and consented that this agreement does not in any way give right to User, either impliedly or otherwise, for using any other name or trademark of the Registered Proprietor, other than the one given herein this Agreement.

2. USER AGREEMENT.

a. The User acknowledges that all rights, titles, proprietary and interest in and goodwill attached to the trademark are and shall remain conferred in the Registered Proprietor and the User shall not, on its own or in help of or helping any other person take any action that may invalidate, prejudice or impair any rights of the Registered Proprietor in and to the said mark.

b. The User also consents and covenants that it shall not assail the title of the Registered Proprietor to said Mark or assail the legality of this Agreement .The User shall not try to register or record the said mark as such or in any altered form or use or try to register or record any mark which is either in whole or in part of the same or as confusing similar thereto in any state, region or country, either during the term of this Agreement or after ending or termination thereof.

c. User consents any and all uses of the said mark by them in anticipation of this Agreement shall inure solely to the advantage of and on behalf of the Registered Proprietor.

d. User consents in reporting to the Registered Proprietor after they notice, any doubtful breach or disparaging use of the said mark or with trade name, trade mark, or symbol as owned by Registered Proprietor.

e. User shall not transfer, assign or sub-license the license hereby allowed or any rights allowed herein in any manner.

f. Any latches or omission or failure by User for enforcing any of the terms/conditions of this Agreement shall not affect or limit the rights of Registered Proprietor and any waiving by the Registered Proprietor of any infringement of any enactments of this Agreement shall not be understood as waiving of any continuing or succeeding contravention of any enactment.

g. Excepting as laid herein, the User shall not reproduce, vend publish, or in any way commercially exploit the said Mark or grant such reproduction, vending , publication or exploitation by any employee or independent contractor reserved for the purposes of doing out its activities.

h. The User will only use the said mark till he manufactures his goods according to terms/specifications descried by the Registered Proprietor.

i. The User shall give to Registered user from any time on its express request, sample of products using the said mark. If any such sample wished by the Registered Proprietor is not found in conformity with the standards and specifications of the Registered Proprietor then, on notice of such fact, User shall stop using such non-conforming product using said Mark til such non-conformance is rectified and express approval received from the Registered Proprietor intended that such product is in conformity to the standards and specifications of the Registered proprietor.

j. The User consents in giving the Registered Proprietor approach to his venue of manufacture whenever needed and also help in its inspection.

k. The User agrees in not using the said Mark on advertisements, journals, labels and on other documents in such a way that the said mark may in any way become mixed concerning the distinctiveness or legality. An indication either by eye or representatively shall be given to the buying public to the limit that the User uses the said Mark by virtue of allowed use only.

3. APPLICATION TO THE REGISTRAR OF TRADEMARKS

The User contents to apply the compulsory application jointly with the Registered Proprietor to the proper office of Registrar of Trade Mark in Performa as laid under the Trade and Merchandise Marks Act 1958.

4. ROYALTY

Both the parties hereby consent that no royalty shall be paid by the User to the Registered Proprietor for allowing exclusively right in using the said Mark

5. DISCLAIMER AND INDEMNITY

a. By This Agreement the User does not become an agent, partner or legal representative of the Registered Proprietor and neither party shall be obliged on behalf of the other party, except as contained herein.

b. Subject to any law against it and to the maximum limit allowed under law, the Registered Proprietor on its behalf, its directors, employees and representatives renunciating claims all liability and the User releases the Registered Proprietor and their directors, employees and representatives from whole liability for any loss/damage (whether predictable or not) sustained by any person including the User by using of the said Mark.

c. The Registered Proprietor is not liable for any actions by third parties emerging out of the use by the User of the said Mark.

6. EFFECTIVE DATE AND TERMINATION

This Agreement shall begin on the date stated herein above, if however that this covenant shall at once terminate on cancellation of license hereby allowed by the Registered Proprietor.

a. The Registered Proprietor shall be entitled in terminated this Agreement in any of the following eventualities: Any contravention of this Agreement by the User including but not restricted to misuse, passing off, unauthorized use, contravention, mixing and disparagement of said Mark, not remedied by thirty (30) days after date of express notice thereto if such contravention can be remedied.
b. The User evaded disclosure or misrepresented, any material fact which if correctly presented would have justified the denial by the Registered proprietor to entering this Agreement
c. Insolvency/bankruptcy of the User;
d. Appointment a trustee or receiver of the User; and
e. If the User shall be ended, either by himself or involuntarily, or if any order shall be passed or effective resolution be passed for liquidating of the User.

On happening of the above-stated eventualities or any other event materially/adversely effecting this Agreement the Registered Proprietor shall be just with in its rights to apply in the prescribed Performa to Registrar of the Trademarks for canceling of the registration of the user as Registered User

The enactments of this article are without prejudicing any other remedy (ies) which the Registered Proprietor may be having due to default of the User.

On termination, the User shall at once not use the said mark, and will obey all other future instructions, directions and specifications that the Registered proprietor may give to the User concerning the use of said Mark. The User shall acknowledge and execute any/all documents, and acting on things, as requested by the Registered Proprietor in establishing, protecting and sustaining the said mark.

7. NOTICES

All notices, agreements and sanctions needed to be served or given by either party to other shall be considered to have been duly served or given if the same shall be handed over to, left at, or sent by airmail, registered post, courier, or fax by either party to the other at its principal/registered office. If however that either party shall be entitled in intimating other of any other address where such sanctions, agreements and notices shall be received by it and the same shall be considered to have been duly served or given if the same shall have been handed over to, left at or sent by airmail, registered post, courier, or fax to such party at such other address

8. ARBITRATION

All controversies or disagreements emerging out of or in relation with any of the terms of this Agreement shall be decided through negotiations amicably per good faith for a period of upto \_\_\_\_\_ days and failing which shall be decided finally and exclusively per arbitration by arbitral tribunal. Arbitral tribunal should conducted arbitration according to rules of Conciliation and Arbitration of International Chamber of Commerce, as modified from the time being. Each arbitral tribunal shall comprise three arbitrators, one to be selected by each party and the third to be selected by the arbitrators selected by each party. The venue of arbitration shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the city and country). The language used in all written documents laid in arbitration shall be English. Any decision/award of an arbitral tribunal shall be conclusive and bind the parties.

IN WITNESS WHERE OF, the parties have executed this Agreement through their duly authorized officers on the dates set forth below:

Date:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for the Registered Proprietor

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for User

Witnesses:

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_