

VENDOR INFORMATION AND AGREEMENT FORM

Vendor Name: _____ Vendor ID / Tax ID: _____

Contact Information:

Address: _____

Phone Number: _____

Email Address: _____

Vendor Type:

Individual _____ Corporation _____

Banking and Payment Information:

Bank Name: _____

Account Number: _____

Routing Number: _____

Tax and Compliance Representations:

Vendor represents and warrants that it is compliant with all applicable federal, state, and local tax laws and regulations, including registration, licensing, and reporting requirements necessary to conduct business in the United States. Vendor agrees to provide valid tax identification numbers and related documentation upon request and to notify the Company promptly of any changes in tax status or compliance obligations.

Confidentiality and Data Use:

Vendor agrees to maintain the confidentiality of any proprietary or sensitive information provided by the Company and to use such information solely for purposes related to the performance of this Agreement. Vendor consents to the use and processing of personal and business information as required to comply with legal obligations and Company policies.

Indemnification:

Vendor shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to Vendor's breach of representations, warranties, or obligations under this Agreement, or Vendor's negligence or willful misconduct.

Limitation of Liability:

Except for liability arising from gross negligence, willful misconduct, or breach of confidentiality obligations, in no event shall either party be liable to the other for any incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the form of action or theory of liability.

Term and Termination:

This Agreement shall remain in effect until terminated by either party upon thirty (30) days prior written notice. Termination shall not relieve Vendor of obligations incurred prior to the effective date of termination or any obligations that by their nature survive termination.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising under or related to this Agreement.

Notices:

All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, certified mail (return receipt requested), or by electronic mail with confirmation of transmission, addressed to the parties at their respective addresses provided herein or such other address as either party may designate by notice.

Severability:

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written. Amendments or modifications shall be effective only if in writing and signed by both parties.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be considered valid and binding for all purposes.

VENDOR SIGNATURE

AUTHORIZED COMPANY REPRESENTATIVE

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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