

# Exclusive Product Distribution Contract

This Exclusive Product Distribution Contract ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Supplier:** \_\_\_\_\_

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

**Distributor:** \_\_\_\_\_

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

## 1. Appointment

The Supplier hereby appoints the Distributor as its exclusive distributor for the products described herein in the following territory: \_\_\_\_\_. The Distributor accepts such appointment, subject to the terms and conditions of this Agreement.

## 2. Products

The products covered by this Agreement ("Products") are as follows:

- \_\_\_\_\_
- \_\_\_\_\_

## 3. Term

This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_ years unless terminated earlier in accordance with Section 9 herein.

## 4. Exclusive Rights

The Supplier shall not supply the Products, directly or indirectly, to any other distributor or third party within the designated territory during the term of this Agreement.

## 5. Distributor Obligations

1. Use best efforts to market and sell the Products in the territory.
2. Maintain adequate inventory and staff for the Products.
3. Provide regular sales and inventory reports to Supplier.

## 6. Price and Payment

The Distributor shall purchase the Products from the Supplier at the prices set forth in Schedule A, attached hereto. Payment terms shall be as follows: \_\_\_\_\_.

## 7. Intellectual Property

All trademarks, trade names, and patents relating to the Products shall remain the property of the Supplier. The

Distributor is granted a non-exclusive license to use such intellectual property for the marketing and distribution of the Products in the territory.

## **8. Confidentiality**

Each party agrees to maintain the confidentiality of all information disclosed by the other party during the term of this Agreement.

## **9. Termination**

This Agreement may be terminated by either party:

- Upon \_\_\_\_ days' written notice to the other party;
- Immediately, in the event of a material breach of this Agreement.

## **10. General Provisions**

1. This Agreement constitutes the entire agreement between the parties.
2. This Agreement shall be governed by the laws of the State of \_\_\_\_\_.
3. Any amendments to this Agreement must be in writing and signed by both parties.

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Supplier (Signature & Date)

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Distributor (Signature & Date)

## **Schedule A - Product Pricing**

*To be inserted by the parties.*