

Product Supply Exclusive Distribution Agreement

This Product Supply Exclusive Distribution Agreement ("**Agreement**") is entered into by and between:

Supplier: [Supplier Name],

having its principal place of business at [Supplier Address] ("**Supplier**")

Distributor: [Distributor Name],

having its principal place of business at [Distributor Address] ("**Distributor**")

Effective Date: [Effective Date]

1. Definitions

"**Products**" means the items described in **Exhibit A**, which Supplier agrees to supply for exclusive distribution.

"**Territory**" means the geographic area defined in **Exhibit B**.

2. Appointment

Supplier hereby appoints Distributor as its exclusive distributor of the Products in the Territory during the Term of this Agreement, and Distributor accepts such appointment subject to the terms and conditions herein.

3. Term

This Agreement shall commence on the Effective Date and remain in effect for [X] years, unless terminated earlier as provided herein.

4. Orders and Supply

- Distributor shall submit orders in writing to Supplier.
- Supplier shall use commercially reasonable efforts to fulfill all accepted orders.
- Pricing and payment terms are set forth in **Exhibit C**.

5. Duties of Distributor

- Promote and sell the Products solely within the Territory.
- Maintain adequate inventory as set forth in **Exhibit D**.
- Provide market feedback and sales reports to Supplier as reasonably requested.

6. Duties of Supplier

- Supply the Products in accordance with order specifications.
- Ensure all Products meet applicable quality standards.
- Provide marketing materials and support as described in **Exhibit E**.

7. Exclusivity

During the Term, Supplier shall not supply the Products within the Territory to any person or entity other than Distributor.

8. Confidentiality

Both parties agree to maintain the confidentiality of all non-public and proprietary information received from the other party.

9. Termination

- Either party may terminate this Agreement upon [X] days written notice in the event of a material breach.
- This Agreement may be terminated by mutual written consent of both parties.

10. Miscellaneous

- This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.
- This Agreement is governed by the laws of [Governing Jurisdiction].
- Any amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Supplier Name]

By: _____

Title: _____

[Distributor Name]

By: _____

Title: _____

Exhibits (A-E) referenced above are to be attached as applicable.

