

## **Exclusive Distributorship Agreement**

This Exclusive Distributorship Agreement ("Agreement") is made and entered into by and between Tech Solutions LTD, a company organized under the laws of Linden State, with its principal office at 123 Main Street, New Alder, hereinafter referred to as "Distributor," and Zeta Corp, a corporation existing under the governing laws of Linden State with principal operations at 890 Innovation Lane, New Alder, herein referred to as "Company." This Agreement is effective from March 15, 2023, and shall terminate on March 15, 2026, unless sooner terminated pursuant to its terms. The Agreement shall be governed by Linden State Law and any disputes arising out of this Agreement shall be resolved in the Court of New Alder.

## **Terms and Conditions**

The Distributor shall have the exclusive right to market and sell the Company's products within the agreed territory. This Agreement is subject to the following terms and conditions:

1. The Distributor shall achieve sales targets as specified in Appendix A. Failure to meet these targets may result in termination of this Agreement.
2. The Company agrees to provide marketing materials and reasonable support to the Distributor.
3. The Distributor shall maintain ethical standards during the promotion and sale of the products.
4. Both parties shall comply with applicable laws and regulations.

This Agreement shall only be amended or modified in a document signed by both parties, containing additional terms and conditions as needed.

## **Obligations of the Parties**

The parties agree to the following obligations:

- The Distributor shall provide bi-monthly sales reports and data on market trends to the Company.
- The Company must ensure the prompt delivery of products to the Distributor in alignment with requested timelines.
- The Distributor is responsible for setting up showrooms and displays to enhance product visibility.
- The Company must offer reasonable training on product knowledge as and when necessary.
- A designated liaison from each party shall oversee the coordination of operations.

## **Payment Details**

Compensation and payment shall be structured in the following manner:

- Initial payment of \$50,000 USD by the Distributor upon signing of this agreement on March 15, 2023.
- Subsequent payments will be divided on a quarterly basis, calculated based on the volume of sales achieved. See Appendix B for detailed payment schedule.
- Company shall process any refund requests within 30 days upon receipt of valid grievance from consumers received via Distributor.
- In case of any dispute related to payments, the parties agree to resolve them through mediation first, before escalating to the Court of New Alder.

## **Confidentiality Clause**

The parties mutually agree that in order to protect the interests of the Company and Distributor,

each party should maintain the confidentiality of any proprietary information, trade secrets, and sensitive financial data shared during the tenure of this Agreement. This includes any data compiled through the distribution process or sales metrics. Parties are bound to the confidentiality clause even post-termination of this Agreement, until such data becomes public knowledge or is independently obtained. Breach of confidentiality may lead to severe legal consequences as determined by Linden State Law.

### **Signature Lines**

IN WITNESS WHEREOF, the parties, by the signatures of their duly authorized representatives, have executed this Agreement on March 15, 2023.

Signed for and on behalf of Tech Solutions LTD:

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Name: Alex Thompson

Title: Chief Executive Officer

Date: March 15, 2023

Signed for and on behalf of Zeta Corp:

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Name: Emma Hughes

Title: Director of Sales

Date: March 15, 2023

Each signature affirms the execution of obligations and commitment to the terms of this Agreement.

## **References and Addenda**

Attached to this legal arrangement, you will find appendices relevant to the financial terms referenced above:

- Appendix A: Sales Targets and Performance Metrics
- Appendix B: Detailed Payment Schedule

All amendments to this document shall refer back to the public log of updates maintained by both parties to ensure clarity and mutual agreement at all times. For additional information, queries may be directed to the official company email addresses as mentioned within the headers of this Agreement.