**PARTNER AGREEMENT**

THIS PARTNER AGREEMENT ("Agreement") is made as of this { AGREEMENT\_DATE } by and between { DISCLOSING\_PARTIES } ("Company"), and { RECEIVING\_PARTIES } ("Partner"), each of which may be referred to as a Party and together as the Parties.

**SECTION 1: DEFINITIONS**

**SECTION 2: DUTIES AND OBLIGATIONS**

2.1 Partner Duties:

2.2 Company Duties:

**SECTION 3: PAYMENT TERMS**

3.1 Fees: All prices are exclusive of any taxes, fees, duties, or other amounts, however designated, and including, without limitation, value-added and withholding taxes that are levied or based upon such charges, or upon this Agreement. Any taxes related to the Product(s) purchased pursuant to this Agreement are the responsibility of the Partner.

3.2 Commission: If applicable, the Company will pay the Partner a commission fee for each Qualified Lead in accordance with the terms and conditions of Exhibit A of this Agreement.

3.3 Payment Disputes: If either Party disputes any invoice or other statement of monies due, they shall immediately notify the other Party in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly.

**SECTION 4: CONFIDENTIALITY**

4.1 Definition: "Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

4.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

4.3 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

4.4 Dispute Resolution: In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.

**SECTION 5: DURATION**

5.1 The Partnership shall commence on { COMMENCEMENT\_DATE } and shall continue for a minimum term of { TERM\_YEARS } years It shall continue thereafter until dissolved under the terms of This Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

{ DISCLOSING\_PARTIES }

Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature

{ RECEIVING\_PARTIES }

Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature