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Distribution agreement

THIS AGREEMENT is made and entered into as of this ____ day of _____, ____ ("Effective Date"),

BETWEEN:

(1) [DISTRIBUTOR'S NAME], a company organized under the laws of _____, with its principal office at _____ ("Distributor"); AND

(2) [SUPPLIER'S NAME], a company organized under the laws of _____, with its principal office at _____ ("Supplier").

RECITALS

A. The Supplier is the manufacturer of certain products as further described in Exhibit A hereto (the "Products");

B. The Distributor wishes to purchase the Products from the Supplier for the purpose of selling them to customers located in the territory described in Exhibit B hereto (the "Territory");

C. The Supplier wishes to appoint the Distributor as its non-exclusive distributor in the Territory and the Distributor wishes to accept such appointment on the terms and conditions set forth in this Agreement.

1. APPOINTMENT

1.1 The Supplier appoints the Distributor as a non-exclusive distributor of the Products in the Territory, and the Distributor agrees to such appointment, subject to the terms and conditions of this Agreement.

2. TERM

2.1 This Agreement begins on the Effective Date and lasts for an initial period of [term] years, unless ended earlier as provided in this Agreement.

3. OBLIGATIONS OF THE DISTRIBUTOR

3.1 The Distributor agrees to use its best efforts to promote the Products and to maximize the sale of the Products in the Territory. The Distributor shall also provide reasonable training to its sales personnel in the use and demonstration of the Products.

4. PRICE, PAYMENT, AND DELIVERY

4.1 Prices for the Products will be set forth in the Supplier's price list in effect at the time of shipment. Payments for Products ordered are due within [number] days from the date of the invoice. Products will be delivered [insert delivery terms].

5. WARRANTIES AND PRODUCT LIABILITY

5.1 The Supplier represents and warrants that all Products delivered will be free from defects and will conform to the specifications provided by the Supplier.

6. INDEMNIFICATION

6.1 Each party agrees to indemnify, defend and hold harmless the other party from any claims, liabilities, damages, costs and expenses (including reasonable attorney fees) that result from any breach of any representation, warranty or obligation hereunder.

7. CONFIDENTIALITY

7.1 Each party agrees to maintain in strict confidence and not to disclose to any third party any confidential or proprietary information received from the other party during the term of this Agreement or in connection with the supply of the Products.

8. INTELLECTUAL PROPERTY

8.1 The Supplier retains all rights in any intellectual property associated with the Products. The Distributor is granted a non-exclusive, non-transferable license to use such intellectual property solely for the purposes of promoting and reselling the Products in the Territory.

9. TERMINATION

9.1 Either party may terminate this Agreement by giving [number] days' written notice if the other party commits a material breach of this Agreement and fails to remedy the breach within [number] days after receiving written notice thereof.

10. GOVERNING LAW AND JURISDICTION

10.1 This Agreement will be governed by and interpreted according to the laws of the state of [jurisdiction], as applicable. The parties submit to the exclusive jurisdiction of the courts in those states.

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

Juro Online Limited

X _____

Signatory: [empty member name]
Email of signatory: [empty member email]
Timestamp: [empty signing timestamp]

Distribution agreement template

X _____

Signatory: [empty member name]
Email of signatory: [empty member email]
Timestamp: [empty signing timestamp]