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## **DISTRIBUTION AGREEMENT**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert name and address of the organisation appointing the distributor], ("the Principal")*

AND

*[Insert name and address of the organisation distributing the product], ("the Distributor")*

WHEREBY IT IS AGREED as follows:

### **1. Definitions**

**1.1** "Products" shall mean those products listed in Schedule 1.

**1.2** "Territory" shall mean those areas listed in Schedule 2.

**1.3** "Trade Mark" shall mean those trade marks and trade names listed in Schedule 3.

### **2. Terms Of Distribution**

**2.1** The Principal hereby grants the Distributor *[Please select - exclusive / non-exclusive]*

licence to distribute and sell in the Territory the Products under the Principal's Trade Mark during the continuance of this Agreement.

**2.2** The Distributor shall purchase all its requirements for the Products ready packaged from the Principal (or any other authorised distributor or retailer).

**2.3** The price for the sale of the Products by the Distributor in the Territory shall be set by the Distributor who may revise such prices from time to time

**2.4** Nothing in the Agreement shall create a partnership or joint venture between the parties.

**2.5** This Agreement or any rights duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

### **3. Contract Period**

This Agreement shall remain in force for the period of *[Specify period of agreement, e.g. 12 months]* from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than *[Specify period of notice prior to termination, e.g. 1-3 months]* prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

### **4. Responsibilities**

### **5. Intellectual Property**

### **6. Confidentiality**

### **7. Force Majeure**

### **8. Termination**

### **9. Notices**

### **10. General**

### **11. Jurisdiction**

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

*[Insert principal name]*

*[Insert name or person signing on principal's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

*[Insert distributor name]*

*[Insert name or person signing on distributor's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

### **Schedule 1**

#### **Products**

The Distributor will market, promote and canvass for sales for the following products:

*[Provide a full list of products]*

### **Schedule 2**

#### **Territory**

The geographical area of the customer base of the Distributor will be:

*[Insert territory, e.g. UK, Europe, US or Worldwide]*

### **Schedule 3**

#### **Trademarks**

Product trademarks licensed to the Distributor by the Principal:

*[Provide a full list of trade marks]*

### **Schedule 4**

#### **Buy-Back of Products on Termination**

The Principal will buy-back the following product(s) from the Distributor on the termination of this agreement:

*[Provide a full list of products that the principal will buy back from the distributor on termination of the agreement]*

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