

## **PRODUCT DISTRIBUTION AGREEMENT**

This Product Distribution Agreement ("Agreement") is entered into on [Date], by and between: [Your Company Name], a company incorporated under the laws of [Country], with its registered office at [Address] ("Supplier"), and [Distribution Company Name], a company incorporated under the laws of [Country], with its registered office at [Address] ("Distributor").

### **1. Purpose**

The Supplier agrees to appoint the Distributor as a non-exclusive distributor of its products, and the Distributor agrees to distribute and promote the Supplier's products in the territory of [Territory].

### **2. Products**

The Supplier shall provide the Distributor with the products listed in Exhibit A (attached), including specifications and pricing.

### **3. Distribution Obligations**

3.1 The Distributor shall use its best efforts to promote, market, and distribute the Supplier's products within the Territory.

3.2 The Distributor shall maintain adequate stock levels of the Supplier's products to meet customer demand.

### **4. Pricing and Payment**

4.1 The pricing for the Supplier's products is outlined in Exhibit A.

4.2 Payment terms shall be as agreed upon between the parties, and any late payments shall incur interest as specified in [your jurisdiction's interest rate guidelines].

4.3 4. The fees charged by VENDOR to DISTRIBUTOR for the Software's End User licenses that DISTRIBUTOR may order hereunder are set forth on Exhibit A hereto. The fees identified in this Agreement do not include any sales or use taxes resulting from the ordering of Software by DISTRIBUTOR hereunder. Unless a tax exemption is applicable, VENDOR may invoice DISTRIBUTOR for sales and use taxes arising as a result of DISTRIBUTOR's ordering of Software hereunder. For all fees and other charges hereunder, VENDOR shall promptly invoice DISTRIBUTOR, and invoices are due within a number of days after DISTRIBUTOR's receipt thereof.

### **5. Intellectual Property**

5.1 The Supplier retains all rights to its intellectual property, including trademarks, patents, and copyrights associated with the products.

5.2 The DISTRIBUTOR agrees that, as between the VENDOR and the DISTRIBUTOR, the VENDOR shall have sole and exclusive ownership of and all rights, title, and interest in and to the Software. This Agreement does not provide the DISTRIBUTOR with title or ownership of the Software, but only the right to market and provide the Software as set forth herein. DISTRIBUTOR will not modify or prepare derivative works of the Software. The DISTRIBUTOR may not reverse assemble or reverse compile the Software or use other means to identify the Software's source code.

5.3 Either party may assign its rights and obligations hereunder (in whole and not in part) to any person or entity, provided that (a) the assignee agrees to be bound, in writing, by this Agreement, (b) such an assignment shall not relieve the assignor of its obligations hereunder and (c) the assignor provides written notice of the assignment to the other party. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

### **6. Term and Termination**

- I. This Agreement shall commence as of the Effective Date and, unless earlier terminated as provided herein, shall continue until the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement shall renew for successive one (1) year renewal terms (each, a "Renewal Term") at the end of the Initial Term or any succeeding Renewal Term, the Agreement may be renewed by mutual written agreement. unless (a) either party provides the other with written notice at least sixty (60) days prior to the beginning of any such Renewal Period electing to not renew this Agreement for such Renewal Period or (b) This Agreement is otherwise terminated as provided herein. The Initial Term and all Renewal Terms are, collectively, the "Term."
- II. Notwithstanding the foregoing provisions of this Section 6, (a) either party may terminate this Agreement, at any time and for any reason, upon sixty (15) days prior written notice to the other party and (b) If either party (the "breaching party") breaches this Agreement, the other party may provide written notice thereof to the breaching party and if such breach is not cured within five (5) days after the breaching party's receipt of such notice, the other party may terminate this Agreement upon written notice to the breaching party.

III. Effect of Termination; Remedies Cumulative; Survival. Upon the effective date of expiration or termination of this Agreement, for any reason, DISTRIBUTOR's rights pursuant to Section 2 shall terminate. Each right or remedy of a party in this Agreement shall be cumulative and in addition to, and not in lieu of, each other right and remedy of such party hereunder or pursuant to applicable law. The following provisions of this Agreement shall survive any expiration or termination hereof: Sections 4 and 8 through 15. In addition, any accrued rights to payment and remedies for breach of this Agreement shall survive any expiration or termination hereof and, if so directed by DISTRIBUTOR, SUPPLIER shall fulfill any Software orders placed hereunder prior to any expiration or termination of this Agreement, even if such fulfillment occurs after such expiration or termination.

#### **7. Confidentiality**

- Both parties shall maintain the confidentiality of any information marked as confidential and disclosed under this Agreement.
- The Distributor agrees to treat all information related to the sale of products under this agreement as confidential. The Distributor must ensure that employees with authorized access to this information keep it confidential. The Distributor is also obligated to take reasonable precautions to protect the confidential information and not use, copy, sell, distribute, or disclose it unless necessary for their duties under the agreement. The Distributor and its employees or associates cannot copy, reproduce, publish, sell, or distribute proprietary or confidential information without written permission from Nammabilling. The Distributor acknowledges that breaching these conditions would cause irreparable harm to Nammabilling, and in addition to monetary damages, Nammabilling is entitled to seek specific performance and injunctive relief under the agreement. These remedies are without prejudice to any other rights and remedies available under the law.

#### **8. Independent Contractor**

The relationship between the parties is that of independent contractors and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto.

#### **9. Entire Agreement; Amendment; Waiver; Severable Provisions; Headings**

This Agreement represents the entire agreement between the Distributor and Vendor regarding its subject matter and replaces any previous agreements, negotiations, representations, or proposals, whether written or oral. Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of all parties involved. Waivers of rights under this Agreement must also be in writing and signed by an authorized representative of the waiving party. Non-enforcement or waiver of any provision on one occasion does not constitute a waiver of that provision on other occasions unless explicitly agreed upon in writing. No trade usage or regular practice shall be used to modify or alter the terms of this Agreement. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions will still be enforced to the fullest extent permitted by law. Headings in this Agreement are for reference purposes only and do not affect the interpretation of the Agreement itself.

#### **10. Order and Provision**

- The Distributor can order end-user software licenses by submitting a purchase order to the Vendor. The purchase order should include the number of licenses, the name of each end user or store, and the fulfillment email address. The fulfillment email address is where the fulfillment materials will be sent.
- Upon receiving the order, the Vendor will fulfill it within two business days. The fulfillment materials, including an internet web link, user ID, and password will be sent to the fulfillment email address for each end user license in the order. The Vendor will also forward the fulfillment materials to the respective end users, allowing them to access and download the licensed software and agree to the end user agreement.

#### **11. Information and records**

The DISTRIBUTOR will faithfully and correctly, in specified formats, maintain and furnish all such information and data as may be required by Nammabilling from time to time in order to track sales, consumer demands/preferences, ascertain overall market positions, sales performance of Nammabilling's products and their potential, etc., and would further help Nammabilling in formulating its overall sales and marketing policies. For the purpose of reconciliation of the purchases and payments made to Nammabilling, the DISTRIBUTOR shall render full cooperation to Nammabilling and shall make available for inspection records, and books of accounts relating to the purchases and payments made to Nammabilling by the DISTRIBUTOR from time to time.

#### **12. DISTRIBUTOR service & support**

The DISTRIBUTOR shall be primarily responsible for markets/territories covered by his operation in order to provide prompt, equitable, and effective distribution services to the customers. Such services may also include his undertaking sales promotion window display, attending to trade complaints and other related activities and services as may be advised by Nammabilling from time to time on mutually agreed terms and conditions.

### 13. Dispatch to goods quality

Nammabilling has the discretion to dispatch goods by rail, road, or water based on availability and suitability. Rail dispatchers are at railway risk, and water dispatches for goods sold at C.I.F. are insured by Nammabilling's W.P.A. regardless of the mode of transport. After dispatch from Nammabilling's factory, depot, or C&FA agent premises, any loss, damage, or deterioration of the goods will be borne by the Distributor, including losses due to the Distributor's delay or failure to accept delivery.

### 14. The date of dispatch is determined by the dates appearing on the carrier receipt issued to Nammabilling.

### 13. Delivery

13.1 Nammabilling's delivery under sales contracts is considered sufficient if they send the Distributor a railway receipt, lorry receipt, bill of lading, delivery order, or other document entitling the Distributor to obtain delivery of the products. The date of delivery is determined by the date of dispatch on such documents or the actual date of delivery. If goods are dispatched by road through a transport undertaking other than the State Government or Local Authority, the Distributor may request Nammabilling to pursue any claim with the carrier for losses or damage. The Distributor must make an endorsement on the delivery challan within seven days of the goods' arrival at the destination.

### 14. Failure to take delivery

If the Distributor fails to take delivery and pay for the goods within a reasonable period, Nammabilling has the right to sell or dispose of the goods on the Distributor's account and risk, either through public auction or private bargain, without notice to the Distributor.

### 15. Claim on quality

The Distributor must provide written notice to Nammabilling within seven days of the goods' arrival at the destination to make any claims regarding the quality of the goods. Without such notice, the goods will be deemed to be in accordance with the contract.

### 16. Trademark

- a. The Distributor is prohibited from using Nammabilling's trade name, logo, trademark, design, or copyright in any manner that could challenge or harm their validity or use, causing damage to Nammabilling's business, reputation, and goodwill.
- b. The Distributor cannot use or incorporate Nammabilling's logo, trademark, design, or copyright in any trade name, corporate name, product, literature, pamphlet, or any other materials without prior written authorization from Nammabilling. The Distributor is also not allowed to combine any other trademark with Nammabilling's trademarks or use any other trademark on product labels, wrappers, advertising, or promotional materials without written approval from Nammabilling.
- c. The Distributor is responsible for indemnifying and protecting Nammabilling from any claims, losses, damages, expenses, or liabilities arising from the use or adoption of Nammabilling's logo, trade name, trademark, design, or copyright.

### 17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Your Country].

**IN WITNESS WHEREOF**, the parties hereto have executed this Product Distribution Agreement as of the date first above written.

**Supplier:**

[Your Company Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Distributor:**

[Distribution Company Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_