**Agreement Template Disclaimer**

*This template is intended to provide a general outline that you can use to create your own agreements. It does not constitute legal advice, nor does it substitute for legal advice. The specific terms and conditions for your agreement may vary depending upon the unique circumstances of your business situation.*

*Always consult with a legal professional before entering into any agreement or contractual obligation. It is important to ensure that any agreement, contract, or legal document you enter into is compliant with the laws in your state and country.*

*This template is provided “as is” without any express or implied warranty, including but not limited to the warranties of merchantability or fitness for any particular purpose. In no event shall Impartner be liable for any damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this template, even if advised of the possibility of such damages.*

*Please have your legal team review this agreement before sharing it with a potential partner. It is your responsibility to ensure that the agreement is legally binding and protects your interests.*

**RESELLER AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Reseller") each of which may be referred to as a Party and together as the Parties.

**SECTION 1: DEFINITIONS**

1.1 "Product(s)" refers to the goods, software, services, or other materials of the Company, as detailed in Exhibit B, which the Reseller is authorized to sell under this Agreement.

1.2 "Reseller Territory" refers to the geographic area or market segment, as specified in Exhibit C, where the Reseller is permitted to sell the Product(s).

1.3 "End User" refers to the final purchaser or licensee who acquires the Product(s) for their own use and not for resale, redistribution, or any other transfer of rights.

**SECTION 2: APPOINTMENT OF RESELLER**

2.1 Appointment: Subject to the terms of this Agreement, the Company hereby appoints the Reseller, and the Reseller hereby accepts such appointment, as a non-exclusive reseller of the Product(s) in the Reseller Territory.

2.2 Restrictions: Reseller will not market, solicit orders for, or sell the Product(s) outside the Reseller Territory, or to any person Reseller knows or has reason to know intends to resell the Product(s) outside the Reseller Territory, without the prior written consent of the Company.

**SECTION 3: DUTIES AND OBLIGATIONS**

3.1 Reseller Duties: The Reseller agrees to perform the following duties:

* Reseller will comply with all pricing terms in accordance with the terms and conditions of Exhibit A of this Agreement;
* Reseller will use its best efforts to promote the sale and distribution of the Product(s) and to provide adequate service to end users within the Reseller Territory;
* Reseller agrees to conduct marketing activities for the Product(s) at its own expense, and in a manner that reflects positively upon the Product(s) and the reputation and goodwill of the Company;
* Reseller will participate in any Product(s) training sessions as reasonably required by the Company, and will ensure that its sales staff is adequately trained and capable of advising end users about the Product(s);
* Reseller will provide periodic sales forecasts and reports to the Company, as may be reasonably requested; and
* Reseller will comply with all applicable laws and regulations and will not engage in any activity that could harm the reputation of the Company or the Product(s).

3.2 Company Duties: The Company agrees to perform the following duties:

* The Company will provide the Reseller with the necessary information about the Company's services to enable the Reseller to effectively promote the Product(s);
* The Company will provide the Reseller with pricing terms in accordance with the terms and conditions of Exhibit A of this Agreement; and
* The Company will provide necessary training and support to the Reseller to enable them to fulfill their obligations under this Agreement effectively.

**SECTION 4: PRICE, PAYMENT, AND DELIVERY**

4.1 Pricing and Payment: The pricing for the Product(s) purchased by the Reseller from the Company shall be as outlined in Exhibit A. 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 Reseller. Unless otherwise specified in writing by the Company, all payments are due in full, without any deduction or withholding, within \_\_\_\_\_ days from the date of the Company's invoice.

4.2 Product Delivery: The terms of product delivery, including the location and method of delivery, will be as detailed in Exhibit B. The risk of loss or damage to the Products shall pass to the Reseller upon the Company's delivery of the Products to the carrier for shipment. The Reseller is responsible for all costs associated with delivery, including freight, insurance, and fees associated with import and export duties as applicable.

4.3 Late Payment: If the Reseller fails to make any payment when due then, without limiting the Company's other rights and remedies, the Company may apply interest on the overdue amount at an interest rate of \_\_\_% per month or, if lower, the maximum rate permitted under applicable law.

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

**SECTION 5: CONFIDENTIALITY**

5.1 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.

5.2 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.

5.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.4 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.

5.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.

5.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

**SECTION 6: INTELLECTUAL PROPERTY**

6.1 Ownership: Reseller acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein. Nothing in this Agreement gives Reseller any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

**SECTION 7: TERM AND TERMINATION**

7.1 Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

7.2 Termination without Cause: Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.

7.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:

* Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
* Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
* Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

7.4 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

* The rights granted to the Reseller under this Agreement will immediately cease;
* The Reseller must promptly discontinue all promotion of the Company's products or services; and
* Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

7.5 Survival: The rights and obligations of the Parties set forth in this Section 7 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

**SECTION 8: GENERAL PROVISIONS**

8.1 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

8.2 Entire Agreement: This Agreement, including any exhibits and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations ,and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

8.3 Amendments: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

8.4 Waiver: No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

8.5 Indemnification: Each Party agrees to indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party.

8.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8.7 Notices: All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender. A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Company Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reseller Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8.8 Independent Contractor Relationship: It is understood that the Reseller is an independent contractor and not an agent, partner, or employee of the Company. The Reseller shall not have any authority to enter into any agreements or obligations on behalf of the Company.

8.9 Non-Exclusivity: The relationship between the Company and the Reseller is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.

8.10 No Assignment: The Reseller may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.

8.11 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.

8.12 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Company Name    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reseller Name    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature |

**Exhibits Disclaimer**

*The following exhibits offer various options and template language for different partnership arrangements. This is a general template that should be customized to fit your needs, and reviewed by a legal professional to ensure it meets the requirements and protections necessary for your specific business situation.*

*Additional appendices to add to this agreement, or reference from your partner portal or another online source, may include pricing lists, service and product descriptions, software specifications, software licensing terms, branding guidelines, territory information, and/or sales targets.*

**EXHIBIT A: PRICING TERMS**

This Exhibit A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the Agreement, the terms of the Agreement will prevail.

The pricing terms for the products or services provided by the Company to the Reseller are as follows:

**SECTION 1: PRODUCT PRICING**

1.1 Standard Pricing: The standard prices for the products or services are listed in the Company's price list, a copy of which has been provided to the Reseller. The prices are exclusive of any applicable taxes.

1.2 Discount: The Reseller will receive a discount of \_\_\_\_% off the standard prices for the products or services. The discounted prices are the prices that the Reseller will pay to the Company for the products or services.

**SECTION 2: PRICE CHANGES**

2.1 The Company may change the standard prices or the discount at any time by providing at least \_\_\_\_ days written notice to the Reseller. The changed prices or discount will apply to orders placed by the Reseller after the effective date of the price change.

2.2 The prices for any orders placed by the Reseller before the effective date of a price change will be the prices in effect at the time the order was placed.

**SECTION 3: PAYMENT TERMS**

3.1 The Reseller will pay for the products or services within \_\_\_\_ days of the date of the Company's invoice.

3.2 The Reseller will pay all amounts due in full without any set-off, counterclaim, deduction, or withholding.

3.3 If the Reseller fails to pay any amount due on the due date, the Company may charge interest on the overdue amount at the rate of \_\_\_\_%. The interest will accrue daily from the due date until the date of actual payment, whether before or after judgment.

**SECTION 4: CREDIT TERMS**

4.1 The Company may, in its sole discretion, extend credit to the Reseller.

4.2 The amount of credit, if any, and the terms and conditions of the credit will be at the Company's sole discretion and may be changed or cancelled by the Company at any time without notice.

**SECTION 5: TAXES**

5.1 The prices do not include any taxes. The Reseller will be responsible for paying all taxes related to its purchase of the products or services.

5.2 The Reseller will indemnify the Company for any taxes that the Company is required to pay on behalf of the Reseller.

**EXHIBIT B: PRODUCTS AND SERVICES**

This Exhibit B forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit B and the terms of the Agreement, the terms of the Agreement will prevail.

The terms for the products or services provided by the Company to the Reseller are as follows:

**SECTION 1: PRODUCTS AND SERVICES**

1.1 The Company's products and services available for resale by the Reseller under this Agreement are described in the attached Product and Service Descriptions.

1.2 The Company may add, modify, or discontinue any of its products or services at any time at its sole discretion. The Company will provide the Reseller with reasonable notice of any such changes.

**SECTION 2: QUALITY**

2.1 The Company represents and warrants that its products and services will conform to the descriptions provided in the Product and Service Descriptions, be of satisfactory quality, and fit for the purpose for which they are intended.

2.2 The Reseller will promptly notify the Company of any non-conforming products or services and will cooperate with the Company in the investigation and resolution of any such non-conformance.

**SECTION 3: SUPPORT**

3.1 The Company will provide the Reseller with the necessary support to effectively sell the Company's products and services, including product and service information, sales and marketing materials, and training.

3.2 The Company will provide technical support for the products and services to the end users. The level and terms of such support will be as described in the Product and Service Descriptions.

**EXHIBIT C: TERRITORY**

This Exhibit C forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit C and the terms of the Agreement, the terms of the Agreement will prevail.

The reselling territory terms for the products or services provided by the Company to the Reseller are as follows:

**SECTION 1: TERRITORY**

1.1 The Reseller is authorized to sell the Company's products and services in the following territory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Territory").

1.2 The Company reserves the right to change the Territory at any time by providing written notice to the Reseller.

**SECTION 2: EXCLUSIVITY**

2.1 The Company grants to the Reseller an exclusive right to sell the Company's products and services in the Territory. During the term of this Agreement, the Company will not authorize any other person or entity to sell the Company's products or services in the Territory.

2.2 The exclusivity granted under this section is subject to the Reseller achieving the minimum sales targets set forth in Exhibit D.

**EXHIBIT D: SALES TARGETS**

This Exhibit D forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit D and the terms of the Agreement, the terms of the Agreement will prevail.

The sales target terms for the products or services provided by the Company to the Reseller are as follows:

**SECTION 1: MINIMUM SALES TARGETS**

1.1 The Reseller agrees to achieve the following minimum sales targets:

Year 1: \_\_\_\_\_\_\_

Year 2: \_\_\_\_\_\_\_

Year 3: \_\_\_\_\_\_\_

1.2 The sales targets are based on the total contract value (excluding taxes) of the Company's products and services sold by the Reseller.

**SECTION 2: REVIEW AND ADJUSTMENT OF SALES TARGETS**

2.1 The sales targets will be reviewed annually and may be adjusted by the Company in its sole discretion. The Company will provide the Reseller with written notice of any changes in the sales targets.

**SECTION 3: FAILURE TO MEET SALES TARGETS**

3.1 If the Reseller fails to meet the sales targets, the Company may take one or more of the following actions:

* Terminate the Agreement;
* Remove the Reseller's exclusivity in the Territory; and/or
* Reduce the Reseller's discount.