

# Memorandum of Understanding Distribution Partnerships

This Memorandum of Understanding (the "MOU") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (â€œEffective Dateâ€), by and between:

**Party A:** [Company Name A], with its principal place of business at [Address].

**Party B:** [Company Name B], with its principal place of business at [Address].

Collectively referred to as "the Parties".

## 1. Purpose

The purpose of this MOU is to set forth the terms and understanding between the Parties regarding a potential distribution partnership for the distribution and sale of products/services provided by Party A, by Party B in specified territories.

## 2. Definitions

â€œProductsâ€ shall mean the items or services listed in Exhibit A and any additional products as mutually agreed in writing.

â€œTerritoryâ€ shall refer to the geographic region specified in Exhibit B.

## 3. Roles & Responsibilities

**Party A** agrees to:

- Provide Party B with access to Products as outlined.
- Ensure timely delivery of Products and product information.
- Provide reasonable support for marketing and technical inquiries.

**Party B** agrees to:

- Act as distributor of Products within the Territory.
- Promote, market, and sell the Products in good faith.
- Provide periodic sales and inventory reports, as mutually agreed.

## 4. Term & Termination

This MOU shall become effective as of the Effective Date and shall remain in effect for a period of [duration, e.g., six (6) months], unless terminated earlier by either Party upon thirty (30) daysâ€™ prior written notice.

## 5. Confidentiality

Both Parties agree to maintain the confidentiality of all proprietary and non-public information exchanged in connection with this MOU and not to disclose such information to any third party without prior written consent.

## 6. Non-Binding Agreement

This MOU is intended as a statement of mutual intentions and does not constitute a binding legal agreement. Any binding commitment shall be made in a definitive agreement, duly executed by both Parties.

## 7. Miscellaneous

Nothing in this MOU shall be construed as creating a partnership, agency, or joint venture between the Parties.

## **8. Signatures**

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Parties, have acknowledged and agreed to the terms as set out above as of the Effective Date.

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[Company Name A]

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

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

Date: \_\_\_\_\_

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[Company Name B]

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

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

Date: \_\_\_\_\_