

Memorandum of Understanding Distribution Partnerships

This Memorandum of Understanding (the "MOU") is made and entered into on this ____ day of _____, 20____ (the "Effective Date"), 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

"Products" shall mean the items or services listed in Exhibit A and any additional products as mutually agreed in writing.

"Territory" 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) daysTM 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.

[Company Name A]

Name: _____

Title: _____

Date: _____

[Company Name B]

Name: _____

Title: _____

Date: _____