Channel Partner Agreement

This **Channel Partner Agreement** ("***Agreement***") is entered into as of _____ ("***Effective Date***") by and between the parties below:

Company

_____

_____ _____

_____ _____ _____ _____

_____ _____

Partner

_____

_____ _____

_____ _____ _____ _____

_____ _____

Company and Partner may be referred to individually as a "***Party***" and collectively as the "***Parties***."

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which Partner is authorized to market, promote, and sell Company's products and/or services ("***Products***") within the defined territory and scope set out in this Agreement.

2. Appointment

Company appoints Partner as a non-exclusive channel partner to promote and sell the Products within _____. Partner accepts this appointment and agrees to perform its obligations in accordance with this Agreement.

Nothing in this Agreement grants Partner exclusivity unless expressly stated in writing.

3. Scope of Activities

Partner shall:

- Market and promote the Products in a professional manner consistent with Company's branding and guidelines
- Identify potential customers and generate sales opportunities
- Provide accurate information regarding the Products
- Act in good faith and in the best interest of maintaining Company's reputation

Partner shall not:

- Make representations, warranties, or commitments on behalf of Company beyond those expressly authorized
- Modify or alter the Products without Company's prior written consent

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4. Territory

Partner is authorized to operate within the following territory:

Partner shall not actively market or sell Products outside the Territory without prior written approval from Company.

5. Compensation and Payment

Partner shall be compensated as follows:

Description	Amount/Percentage	Payment Terms
Commission Rate		Paid within days after receipt of payment from customer
Additional Incentives (if any)		

Commissions are earned only upon Company's receipt of full payment from the customer unless otherwise agreed in writing.

Company reserves the right to adjust pricing, provided such changes are communicated to Partner in advance.

6. Obligations of Company

Company shall:

- Provide Partner with necessary product information and marketing materials
- Deliver Products or services in accordance with customer agreements
- Support Partner with reasonable technical or sales assistance, where applicable
- Maintain responsibility for product development, pricing, and fulfillment

7. Partner Responsibilities

Partner shall:

- Maintain adequate knowledge of the Products
- Comply with all applicable laws and regulations in its activities
- Maintain accurate records of sales activities and customer interactions
- Promptly communicate customer feedback and market insights to Company

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8. Intellectual Property

All intellectual property rights related to the Products, including trademarks, logos, and materials, remain the exclusive property of Company.

Partner is granted a limited, non-transferable, revocable license to use Company's intellectual property solely for the purpose of fulfilling its obligations under this Agreement.

Partner shall not:

- Register or attempt to register any intellectual property similar to Company's
- Use Company's intellectual property in a misleading or unauthorized manner

9. Confidentiality

Each Party agrees to keep confidential all non-public, proprietary, or sensitive information received from the other Party ("***Confidential Information***").

Confidential Information shall not be disclosed to any third party or used for any purpose other than fulfilling obligations under this Agreement.

This obligation survives termination of the Agreement.

10. Termination

Either Party may terminate this Agreement:

- For convenience, by providing _____ days' written notice to the other Party
- For cause, if the other Party materially breaches this Agreement and fails to remedy such breach within _____ days after receiving written notice

Upon termination:

- Partner shall cease all use of Company's intellectual property
- Any outstanding payments due shall be settled in accordance with the Compensation clause
- Partner shall return or destroy all Confidential Information upon request

Termination does not affect rights or obligations accrued prior to termination.

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11. Term

This Agreement shall commence on the Effective Date and continue for a period of _____, unless terminated earlier in accordance with the Termination clause.

The Agreement may be renewed upon mutual written agreement of the Parties.

12. Independent Relationship

The relationship between the Parties is that of independent contractors.

Nothing in this Agreement creates any partnership, joint venture, agency, or employment relationship between the Parties.

Partner has no authority to bind Company except as expressly authorized in writing.

13. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, and industry standards in connection with this Agreement.

Partner is responsible for ensuring its sales and marketing activities comply with applicable legal requirements in its operating regions.

14. Limitation of Liability

To the extent permitted by applicable law, neither Party shall be liable to the other for any indirect, incidental, or consequential damages arising out of or related to this Agreement.

This limitation does not apply to breaches of confidentiality or misuse of intellectual property.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____.

Any dispute arising out of or relating to this Agreement shall first be resolved through good faith negotiations between the Parties. If unresolved, the dispute shall be submitted to the competent courts of _____.

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16. Amendments

This Agreement may only be amended by a written document signed by both Parties.

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, understandings, or agreements.

18. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties set out above or to such other address as notified in writing.

IN WITNESS WHEREOF, the Parties have executed this Channel Partner Agreement as of the Effective Date.

Company

Name

Date

Signature

Partner

Name

Date

Signature

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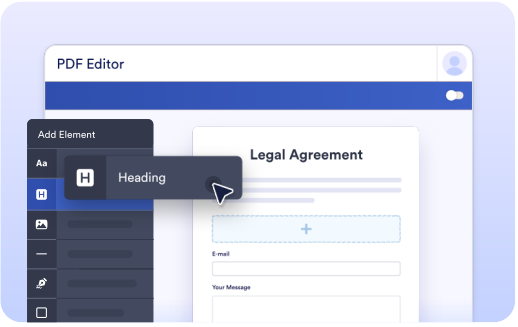
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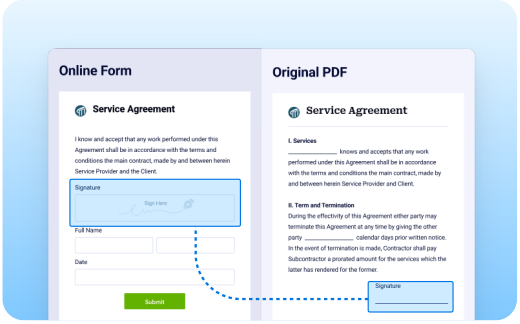
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