**Distribution Agreement**

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Distribution agreement

This Distribution Agreement (this “**Agreement**”) is entered into on [\_\_\_\_\_], 20[\_\_] (the “**Effective Date**”), between [\_\_\_\_\_], a [\_\_\_\_\_] organized under the laws of the State of [\_\_\_\_\_] and having its principal place of business at [\_\_\_\_\_] (the “**Company**”), and [\_\_\_\_\_], a [\_\_\_\_\_] organized under the laws of the State of [\_\_\_\_\_] and having its principal place of business at [\_\_\_\_\_] (the “**Distributor**”).

The Company is engaged in the sale and distribution of [\_\_\_\_\_].

The Distributor affirms that it possesses the necessary expertise and marketing organization to promote and sell Products (as defined below) in accordance with the terms of this Agreement.

The Company and the Distributor desire to enter into a non-exclusive distribution agreement, whereby the Distributor will purchase the Products from the Company and market and sell the Company’s products upon the terms set forth in this Agreement.

The parties, therefore, agree as follows:

# **Appointment and Scope; Sub-Distributors; Ownership of Goodwill**

## Subject to the terms and conditions of this Agreement, the Company hereby appoints the Distributor during the term of this Agreement as the Company’s non-exclusive distributor to (1) advertise and market the products described in the attached Schedule A (the “**Products**”) in the territory described in the attached Schedule B (the “**Territory**”) and (2) purchase the Products from the Company and re-sell the Products to retail customers at the Distributor’s retail store located at [\_\_\_\_\_]in [\_\_\_\_\_] (the “**Store**”). The Distributor hereby accepts the appointment and agrees to purchase the Products exclusively from the Company. The Distributor is authorized to sell the Products only to retail customers at the Store. The Distributor shall not (1) market the Products to any retail customer or other person located outside the Territory or (2) sell the Products (A) via the Internet, mail, catalog, social media platform, or any similar outlet or (B) on a wholesale or bulk basis. Nothing in this Agreement shall be construed as limiting in any manner the Company’s marketing or distribution activities or its appointment of other dealers, distributors, resellers, sales agents, sales representatives, or other commercial intermediaries. The Company reserves the right to change, modify, or discontinue any Product at any time.

## The Distributor shall not, without the prior written approval of the Company, appoint any sub-distributor, dealer, reseller, agent, representative, or other commercial intermediary to promote or distribute the Products.

## The Distributor acknowledges that it neither has nor will acquire any vested or proprietary right or interest with respect to the Territory, any purchaser of Products in the Territory (“**Customers**”), or any Customer lists. The Distributor further acknowledges that any goodwill accruing in the Territory during the term of this Agreement with respect to the Company, Customer lists, or the Products shall be considered the property of the Company rather than the Distributor.

## This Agreement does not make either party the employee, joint venturer, partner, franchisee, agent, or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

# **Duties and Responsibilities of the Distributor**

## The Distributor shall, at all times during the term of this Agreement: (1) conduct itself in a manner consistent with the high image, reputation, and credibility of the Company and the Products, and refrain from engaging in activities which reflect adversely on the Company or the Products; (2) use its best efforts to promote the Products in the Territory and sell the Products at the Store; and (3) to the extent not otherwise required herein, the Distributor shall provide complete cooperation with the Company in order to assist the Company in maximizing the Company’s success within the Territory.

## The Distributor shall provide reasonable assistance to the Company in promotional activities in the Territory such as attending trade shows, presentations, sales calls, and other activities of the Company regarding the Products and attend any and all meetings and trade shows required by the Company.

## In accordance with Section 4(b), the Distributor shall immediately refer all Customer complaints, questions, and quality issues related to the Products to the Company and assist with facilitating contact between the Company and the Customers. The Distributor shall immediately notify the Company of any actual or potential claim against the Company by any person or entity of which the Distributor has knowledge.

## The Distributor shall use its best efforts to keep the Company informed as to competitive and economic conditions within the Territory which may affect the marketing or sales of the Products therein. Further, the Distributor shall assist the Company in obtaining relevant financial information concerning any Customer accounts within the Territory.

## Upon the Company’s request, the Distributor shall furnish the Company, on a timely basis, with sales forecasts and such other information pertinent to the Distributor’s performance hereunder.

## The Distributor shall maintain and make available to the Company accurate books, records, and accounts relating to the business of the Distributor with respect to sales of the Products.

## The Distributor shall promptly advise the Company in writing of (1) any changes in the Distributor’s status or organization; (2) any changes in the status of key Customers; and (3) any other events in the Territory which could affect the mutual business interests of the Distributor and the Company, whether harmful or beneficial.

## The Distributor shall comply with all applicable law, regulations, codes, statutes, orders, ordinances, and the like in the Territory in performing its responsibilities hereunder. Further, the Distributor at no time shall engage in any unfair trade practices with respect to the Company or the Products, and shall not make any false or misleading representations with respect to the Company or the Products.

## The Distributor shall refrain from communicating any information with respect to guarantees or warranties regarding the Products, except those which are expressly authorized by the Company or are set forth in the Company’s literature, website, or other promotional materials.

## The Distributor shall promptly submit to the Company, for the Company’s attention and handling, all inquiries received by the Distributor from Customers outside the Territory.

# **Orders; Prices and Terms of Sale; Product Changes**

## The Distributor shall purchase Products under this Agreement by submitting purchase orders setting forth the following information with respect to each Product ordered: (1) product number, (2) quantity, (3) size, (4) color, and (5) [\_\_\_\_\_]. The Distributor shall submit purchase orders by mail at [\_\_\_\_\_], by fax at [\_\_\_\_\_], or by email to [\_\_\_\_\_]. Only orders expressly accepted by the Company will be binding on the Company.

## The Distributor’s price for each Product is 50% of the Company’s published retail price for such Product in effect at the time the Product is shipped. The Company may change the retail prices of any or all of the Products at any time and from time to time. The Distributor may sell Products at the prices of its choosing. The purchase by the Distributor and sale by the Company of Products under this Agreement will be subject to the terms and conditions of this Agreement together with the Company’s distributor terms and conditions of sale (the “Distributor Terms”), the current version of which is attached to this Agreement as Schedule C and hereby incorporated into this Agreement by reference. The Company may amend the Distributor Terms at any time and from time to time, and the new Distributor Terms will be effective upon delivery of the amended Distributor Terms in accordance with Section 22. If there is a conflict between any term contained in this Agreement and any term contained in the applicable Distributor Terms, the terms of this Agreement will control. No terms or conditions contained in any purchase order or other document relating to an order submitted by the Distributor other than those terms specified in Section 3(a) will be effective.

## The Company reserves the right, in its sole discretion and without incurring any liability to the Distributor, to: (1) alter the specifications for any of the Products; (2) discontinue the development or offering of any Products; (3) discontinue the development of any new product, whether or not such product has been announced publicly; or (4) commence the development and sale of new products having features which make any of the Products wholly or partially obsolete.

# **Assistance from the Company**

## Subject to Section 5 below, the Company shall, at its own expense, provide the Distributor with marketing and technical information including applicable brochures, website information, instructional materials, and other data concerning the Products for use by the Distributor in marketing and selling the Products.

## [Marketing or other assistance?]

# **Intellectual Property**

## The Company owns or has the right and license to use all works of authorship (whether copyrightable or not), copyrights, trademarks, patents, trade names, and other intellectual property rights concerning the Products, the copyrights embodied therein and the goodwill arising therefrom (“**Company IP**”). Additionally, the Company owns or has the right and license to use all copyrights and other intellectual property rights in all the information and promotional materials (“**Company Information**”) provided to the Distributor. The Distributor acknowledges that any unauthorized use or duplication of the Company IP or Company Information constitutes a violation of the Company’s intellectual property rights and constitutes breach of this Agreement and grounds for termination under Section 10(b)(2) below.

## During the term of this Agreement, the Company hereby grants to the Distributor a non-exclusive, non-transferable, non-sublicensable, and royalty-free right and license to use the Company IP (other than patents) and Company Information, solely in connection with the advertising and marketing of the Products in the Territory, provided the Company IP and Company Information is used by the Distributor strictly in accordance with Company’s Trademark Use Policy, as may be revised by the Company from time to time, the current version of which is attached to this Agreement as Schedule D. The Distributor may refer to itself in marketing and advertising materials as [\_\_\_\_\_]. The Distributor shall afford the Company reasonable opportunities during the term of this Agreement to inspect and monitor the activities of the Distributor in order to ensure compliance herewith. The Distributor shall acquire no right, title, or interest in the Company IP or Company Information other than the foregoing limited license, and the Distributor shall not use any Company IP or Company Information as part of the Distributor’s corporate or trade name, or any internet domain name or social media account, including, but not limited to, LinkedIn, Facebook, Twitter, Google Plus, and other social media platforms, or permit any third party to do so without the prior written consent of the Company. Further, the Distributor shall not attempt to register any Company copyrights, trademarks, patents, trade names, or other intellectual property rights related to the Products, or any trademark or trade name incorporating any of the foregoing, without the Company’s prior express written consent. Upon termination of this Agreement, the Distributor shall cease and desist from use of the Company IP and Company Information in any manner.

## The Distributor acknowledges the Company’s proprietary rights in and to the Company IP and Company Information, and the Distributor hereby waives in favor of the Company all rights to any trademarks, trade names, and logotypes now or hereafter originated by the Company and the goodwill arising therefrom. The Distributor shall not adopt, use, or register any words, phrases, or symbols which are identical to or confusingly similar to any of Company’s trademarks.

# **Indemnification.** The Distributor shall indemnify and defend the Company, its affiliates, and its and their respective officers, directors, shareholders, managers, members, employees, and agents against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, fine, fee, and penalty, or other charge, and any Litigation Expenses, arising out of or relating to (1) the breach of any representation, warranty, or agreement of the Distributor contained in this Agreement; or (2) the injury to or death of any person or damage to or destruction of any property arising out of or connected in any way to the Store or the Distributor’s advertising, marketing, and selling the Products. “Litigation Expenses” means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys’ fees, other professionals’ fees, and disbursements.

# **Insurance**

## During the term of this Agreement the Distributor shall maintain: (1) Commercial General Liability Insurance, in the amount of at least $1,000,000 combined single limit for bodily injury or property damage for any one occurrence; (2) Worker’s Compensation Insurance as required by applicable laws, statutes, and regulations; and (3) umbrella insurance in the amount of at least $1,000,000.

## All insurance required pursuant to this section 7 shall contain waivers of subrogation against the Company and its affiliates (except for insurance required by Section 7(a)(2)), shall name the Company and its affiliates as additional insureds thereunder, and shall be primary and non-contributory and not seek contribution from any other insurance available to such entities as insureds or otherwise.

## The foregoing insurance coverage will be effected under valid and enforceable policies which will (1) provide that no cancellation or reduction in such insurance will be effected without giving the Company at least 30 days’ prior written notice (except for cancellation due to non-payment of premiums, in which case prior written notice shall be a minimum of 10 days); and (2) be issued by insurers reasonably acceptable to the Company. Certificates of such insurance will be delivered to the Company as evidence of specified insurance coverage upon the signing of this Agreement, and thereafter as may be reasonably required by the Company. Upon written request, the Distributor will provide the Company with a copy of the insurance policies pertaining to insurance coverage required to be maintained hereunder.

# **Confidentiality and Proprietary Information.** All Company business plans, Customers, technology, financial information, technical information, sales plans, marketing information, and all other information disclosed by the Company to the Distributor as a consequence of the Distributor’s relationship with the Company or otherwise (including Company Information) shall be treated by the Distributor as the Company’s confidential trade secrets (“Confidential Information”). The Distributor shall not disclose or use the Confidential Information during the term of this Agreement or thereafter, without the prior written consent of the Company, except to the extent that such information is in the public domain at the time of its disclosure to the Distributor or thereafter becomes in the public domain through no fault of the Distributor.

# **Non-Competition**

## Unless authorized by the Company in writing, neither the Distributor nor any other entity in which the Distributor or any of its principals has any ownership or other financial interest, shall act, either directly or indirectly, at any time during the term of this Agreement, as a sales representative, sales agent, distributor, reseller, dealer, franchisee, or any other form of commercial intermediary, regardless of designation, for any products or product lines within the Territory which are in any way similar in design, function, or intended use to the Products, or which otherwise are competitive, in the Company’s sole judgment, with the Products. Additionally, for a period of one year after the termination of this Agreement or the entry of final order of a court of competent jurisdiction enforcing this covenant, whichever is later, the Distributor will not (1) engage in any business whatsoever with any Customers; or (2) engage in the sale of products which are substantially similar to the Products with any new customer within the Territory. The parties intend to restrict the Distributor’s competition against the Company consistently with the provisions of this Section 9(a). If, however, a court construes any or all of the restrictions to be unreasonable, then they request the court, before, and in lieu of, giving effect to the provisions of Section 19 (Severability), to revise such restrictions to make them reasonable and enforceable to the maximum extent permissible.

## In order to ensure the Distributor’s compliance with Section 9(a), the Distributor shall identify, from time to time, when requested by the Company, all products or product lines other than the Products, for which the Distributor (or any other business entity in which the Distributor or any of its principals has any ownership or other financial interest) is acting as a sales representative, sales agent, distributor, reseller, dealer, franchisee, or any other form of commercial intermediary, regardless of designation. The Distributor shall, in any event, notify the Company in writing, whenever the Distributor or any such other business entity is contemplating the commencement of representation for any additional products or product line(s).

# **Term and Termination**

## Unless terminated as provided in Section 10(b) hereunder, this Agreement shall continue in full force and effect for a term of three years and shall expire at the end of the term.

## The term of this Agreement may be terminated in accordance with the following provisions:

1. Either party may terminate this Agreement by giving notice in writing to the other party in the event the other party is in material breach of any of the provisions of this Agreement and shall have failed to cure such breach within 30 days of receipt of written notice thereof from the non-breaching party;
2. The Company may terminate this Agreement immediately upon written notice to the Distributor in the event of the Distributor’s breach of the provisions of Section 5 (Intellectual Property).
3. Either party may terminate this Agreement at any time by giving notice in writing to the other party, which notice shall be effective upon dispatch, should the other party file a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, go into liquidation or receivership, or otherwise lose legal control of its business, or should the other party or a substantial part of its business come under the control of a third party.

## In the event of the expiration or termination of this Agreement for any reason, the parties shall have the following rights and obligations:

1. The Distributor shall cease holding itself out in any fashion as an authorized distributor for the Company, and shall return to the Company within 30 days of the effective date of termination, all sales literature, price lists, Customer lists (“Property”), all Confidential Information, Company IP or Company Information and any other documents, materials, or tangible items pertaining to the Company’s business. The Distributor shall further certify in writing to the Company that the Distributor has completely terminated its use of any Company IP, Confidential Information, or Property.
2. Within 30 days of the effective date of termination of this Agreement, the Distributor shall furnish the Company with a list of all existing and potential Customers.
3. The Distributor’s obligations pursuant to Sections 5, 6, 8, 9, and 10(c) of this Agreement will survive expiration or termination of this Agreement.

## If either party terminates this Agreement for any reason in accordance with the terms hereof, and without prejudice to any other remedies which either party may have in respect of any breach of this Agreement, neither party shall be liable to the other, because of termination, for compensation, reimbursement of damages stemming from the loss of prospective profits or anticipated sales from expenditures, investments, leases or commitments in connection with the business or goodwill of the Company or the Distributor.

# **Governing Law and Designation of Forum**

## The laws of the State of [\_\_\_\_\_] (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

## Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding in either the United States District Court for the [\_\_\_\_\_] District or in any court of the State of [\_\_\_\_\_] sitting in [\_\_\_\_\_] County. Each party to this Agreement consents to the exclusive jurisdiction of the United States District Court for the [\_\_\_\_\_] District and its appellate courts, and any court of the State of [\_\_\_\_\_] sitting in [\_\_\_\_\_] County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates and agrees that the exclusive choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

## Each party waives, to the fullest extent permitted by law, any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement or the transactions it contemplates brought in the United States District Court for the [\_\_\_\_\_] District or in any court of the State of [\_\_\_\_\_] sitting in [\_\_\_\_\_] County and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

# **Representations and Warranties.** The Distributor represents and warrants as follows:

1. The Distributor is a company duly organized under the laws of the state first identified above and is duly qualified as a foreign corporation in each jurisdiction in which it conducts business and has all requisite corporate power and authority to enter into, deliver and perform its obligations under this Agreement. When duly executed and delivered by it, this Agreement will constitute an obligation which is valid, binding on and enforceable against it, subject to the effects of (1) bankruptcy, insolvency, reincorporation, moratorium, fraudulent conveyance, or other law(s), rule(s), regulation(s) or ordinance(s) of any federal, foreign, state or local governmental authority now or hereafter in effect relating to creditors’ rights generally and (2) general principles of equity.
2. All corporate action necessary to execute, deliver and perform its obligations under this Agreement has been duly taken.
3. It has all necessary business and other governmental licenses, permits, and authorizations to permit it to perform its obligations under this Agreement.

# **LIMITATION OF LIABILITIY.** IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE OR LIABLE TO THE DISTRIBUTOR AND/OR ITS CUSTOMERS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL) ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION) OR ITS TERMINATION, AND IRRESPECTIVE OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE), SHALL THE COMPANY’S LIABILITY TO THE DISTRIBUTOR AND/OR ITS CUSTOMERS EXCEED THE LESSER OF: (1) THE AMOUNTS PAID TO THE COMPANY BY THE DISTRIBUTOR WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEEDING THE CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY OR, (2) IF THE LIABILTY ARISES FROM THE SALE OF PRODUCTS, THE MAXIMUM AMOUNT ALLOWED UNDER THE DISTRIBUTOR TERMS.

# **Force Majeure.** Under no circumstance shall the Company be responsible to the Distributor for failure to perform any obligations under this Agreement due to any act of nature, weather conditions, fire, earthquake, flood, explosion, war, riot, condemnation, laws, orders of government or civil or military authorities, strikes, lockout or the action of labor unions, or any other cause beyond the reasonable control of the Company, which prevents in whole or in material part the performance by the Company of its obligations hereunder.

# **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions of the parties, whether oral or written.

# **Amendment and Modification.** No amendment, modification, supplement, termination, consent, or waiver of any provision of this Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

# **Assignments.** The Distributor may not (1) assign or transfer any of its rights under this Agreement, either voluntarily or involuntarily, whether by operation of law, or any other manner, or (2) delegate any performance under this Agreement, except with the prior written consent of the Company, which may not be unreasonably withheld. A change of control of the Distributor shall be deemed an assignment. Any purported assignment of rights or delegation of performance in violation of this section is void.

# **Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.

# **Severability.** In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial damage to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

# **Construction.** Unless the context of this Agreement clearly requires otherwise: (1) references to the plural include the singular and vice versa; (2) references to any person include such person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (3) references to one gender include all genders; (4) “including” is not limiting; (5) “or” has the inclusive meaning represented by the phrase “and/or”; (6) the words “hereof,” “herein,” “hereby,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; and (7) section and clause references are to this Agreement unless otherwise specified. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

# **Failure or Delay.** No failure on the part of any party to exercise, and no delay in exercising, any right, power, or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

# **Notices Between the Parties.** All notices, consents, requests, demands, and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (1) when delivered in person; (2) three days after deposited in the United States mail, first class postage prepaid; (3) in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided; (4) in the case of fax, when sent, verification received; or (5) in the case of electronic transmission such as email, when sent; in each case addressed as follows to the parties at the mailing addresses set forth in the introductory paragraph of this Agreement, or, if to the Company by fax or email at [\_\_\_\_\_], and, if to the Distributor via fax or email at [\_\_\_\_], or to such other address as any party may designate by notice to the other party in accordance with the terms of this section.

# **Attorney Fees.** In the event of a dispute arising from or related to this Agreement, the prevailing party shall be entitled to recover all of its attorney fees and costs.

# **Counterparts.** This Agreement may be signed by the parties on any number of separate counterparts, and all such counterparts so signed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

# **Injunctive Relief.** If the Distributor breaches any one or more of its obligations under Section 5 (Intellectual Property), Section 8 (Confidentiality and Proprietary Information) or Section 9 (Non-Competition), then the Company will experience irreparable harm for which money damages will not provide an adequate remedy. Accordingly, the Company will have the right to injunctive relief to remedy such breaches. By seeking injunctive relief first, however, the Company will not be deemed to make an election of remedies and may pursue an action at law. The Company may seek its legal and equitable remedies either simultaneously or consecutively, and shall not waive its right to one form of relief by pursuing another.

*[Signature page follows.]*

The parties are signing this Agreement as of the Effective Date.

[COMPANY]

By:

[NAME]

[TITLE]

[DISTRIBUTOR]

By:

[NAME]

[TITLE]

[NAME]

**EXHIBIT A**

**PRODUCTS**