

MEMORANDUM OF UNDERSTANDING (MOU) FOR DISTRIBUTORSHIP AGREEMENT

Prepared for:

- Distributor Name: {{Client.Name}}
- Distributor Address: {{Client.BillingAddress.Street}}
{{Client.BillingAddress.Street2}} {{Client.BillingAddress.City}}
{{Client.BillingAddress.State}} {{Client.BillingAddress.Zipcode}}

Prepared by:

- Company Name: {{MyCompany.Name}}
- Company Address: {{MyCompany.BillingAddress.Street}}
{{MyCompany.BillingAddress.Street2}} {{MyCompany.BillingAddress.City}}
{{MyCompany.BillingAddress.State}} {{MyCompany.BillingAddress.Zipcode}}

Date: [Date]

This Memorandum of Understanding ("MOU") is made and entered into as of [Date], by and between {{MyCompany.Name}} ("Company") and {{Client.Name}} ("Distributor"). This MOU outlines the mutual understanding and intentions of both parties regarding the establishment of a distributorship agreement.

1. Purpose

This MOU aims to set forth the terms and conditions under which the Distributor will market, promote, and sell the Company's products within the specified territory.

2. Parties

Company:

- Legal Entity Name: {{MyCompany.Name}}
- Principal Place of Business: {{MyCompany.BillingAddress.Street}}
{{MyCompany.BillingAddress.Street2}} {{MyCompany.BillingAddress.City}}
{{MyCompany.BillingAddress.State}} {{MyCompany.BillingAddress.Zipcode}}

Distributor:

- Legal Entity Name: {{Client.Name}}
- Principal Place of Business: {{Client.BillingAddress.Street}}
{{Client.BillingAddress.Street2}} {{Client.BillingAddress.City}}
{{Client.BillingAddress.State}} {{Client.BillingAddress.Zipcode}}

3. Scope of Distributorship

The Distributor shall have the right to market, promote, and sell the following products of the Company:

- [Detailed description of products]

4. Territory

The Distributor is granted the right to market, promote, and sell the Company's products within the following territory:

- [Specify territory, e.g., countries, regions]

5. Responsibilities of the Parties

Distributor Responsibilities:

- Actively promote and sell the Company's products.
- Provide customer support for the products sold.
- Comply with all applicable laws and regulations in the performance of its duties.
- Maintain accurate records of all transactions and provide regular reports to the Company.
- Provide sales forecasts and performance metrics as required by the Company.

Company Responsibilities:

- Provide the Distributor with marketing materials, product information, and technical support.
- Supply the Distributor with products at agreed-upon prices.
- Assist the Distributor in training and support as needed.
- Deliver products in a timely manner according to the Distributor's orders.

6. Pricing and Payment Terms

Pricing:

- The Company will provide the Distributor with a price list for the products, which may be updated from time to time.

Payment Terms:

- The Distributor shall pay the Company for products within [Number] days of the invoice date.
- Payment can be made via [Accepted Payment Methods].
- Late payments will be subject to a [Percentage]% late fee per month.

7. Confidentiality

Both parties agree to keep all information exchanged during the course of this MOU confidential. This includes but is not limited to business strategies, financial data, and proprietary processes. Neither party shall disclose any confidential information to any third party without prior written consent from the other party.

8. Duration and Termination

This MOU will remain in effect until a formal distributorship agreement is signed by both parties or until terminated by either party with [Notice Period] written notice.

9. Governing Law and Dispute Resolution

This MOU shall be governed by and construed in accordance with the laws of the State of [State]. Any disputes arising out of or in connection with this MOU shall be resolved through mediation in [Location]. If mediation fails, disputes will be settled in a court of competent jurisdiction in the State of [State].

10. No Binding Commitment

This MOU does not constitute a binding agreement between the parties and is intended solely as an outline of the proposed relationship. Both parties understand that the terms set forth in this MOU are subject to further negotiation and finalization in a formal distributorship agreement.

11. Signatures

[Signature Block] [Date]	[Signature Block] [Date]
{{Client.Name}} {{Client.Contact1.Name}}	{{Client.Name}} {{Client.Contact1.Name}}