



# MASTER DISTRIBUTOR AGREEMENT TEMPLATE

Date: [Date]

**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}}  
Company Phone: [Company Phone]  
Company Email: [Company Email]  
Company Website: [Company Website]



This Master Distributor Agreement ("Agreement") is made and entered into as of [Date], by and between {{MyCompany.Name}} ("Company") and {{Client.Name}} ("Distributor").

## 1. Identification of 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}}

## 2. Appointment and Acceptance

The Company hereby appoints the Distributor as the exclusive master distributor of the Company's products within the defined territory, and the Distributor hereby accepts such appointment, subject to the terms and conditions set forth in this Agreement.

## 3. 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]

## 4. Scope of Distributor Activities

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

- [Detailed description of products]

## 5. Distributor Responsibilities

The Distributor agrees to:

- 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 under this Agreement.
- Maintain accurate records of all transactions and provide regular reports to the Company.
- Provide sales forecasts and performance metrics as required by the Company.
- Establish and manage a network of sub-distributors within the defined territory.

## 6. Company Responsibilities

The Company agrees to:

- 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.

## 7. 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.

## **8. Sales Targets and Performance Metrics**

The Distributor agrees to meet the following sales targets:

- Monthly/Quarterly/Annual Sales Targets: [Specific targets]
- Performance Metrics: [Description of metrics, e.g., number of units sold, revenue generated]

Failure to meet these targets may result in the review and potential termination of this Agreement.

## **9. License and Intellectual Property Rights**

License Grant:

The Company grants the Distributor a non-exclusive, non-transferable license to distribute the Company's products in the specified territory.

Intellectual Property Rights:

The Company retains all intellectual property rights in its products. The Distributor is granted a non-exclusive, non-transferable license to use the Company's trademarks, trade names, and logos for the purpose of marketing and selling the Company's products.

## **10. Confidentiality and Non-Disclosure**

Both parties agree to keep all information exchanged during the course of this Agreement 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.

## **11. Indemnification and Limitation of Liability**

Indemnification:

The Distributor agrees to indemnify and hold harmless the Company from any claims, liabilities, or expenses arising out of the Distributor's activities under this Agreement, except for those resulting from the Company's gross negligence or willful misconduct.

Limitation of Liability:

The Company's liability under this Agreement shall be limited to the amount of fees paid by the Distributor to the Company. The Company shall not be liable for any indirect, incidental, or consequential damages.

## **12. Term and Termination**

Term:

This Agreement will commence on [Commencement Date] and will continue for a period of [Duration], unless terminated earlier in accordance with this Agreement.

Termination:

Termination for Convenience:

Either party may terminate this Agreement with [Notice Period] written notice.

Termination for Cause:

Either party may terminate this Agreement immediately upon a material breach by the other party, provided the breaching party has been given [Cure Period] days to cure the breach.

Termination for Force Majeure:

In the event that performance of services is prevented or delayed by circumstances beyond control, either party may terminate the Agreement without liability.

## **13. Governing Law, Jurisdiction, and Venue for Dispute Resolution**

This Agreement 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 Agreement shall be resolved through mediation in [Location].

## **14. Dispute Resolution Mechanisms and Procedures**

Any disputes arising out of or in connection with this Agreement 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].

# 15. Entire Agreement, Amendments, and Waivers

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral. Any amendments to this Agreement must be made in writing and signed by both parties. No waiver of any term of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is to be enforced.

# 16. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Master Distributor Agreement as of the date first above written.

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

**Exhibit A: Detailed Description of Products**

1. Product 1: Description of product 1.
2. Product 2: Description of product 2.
3. Product 3: Description of product 3.

**Exhibit B: Pricing and Payment Terms**

1. Pricing: Detailed price list for products.
2. Payment Terms: Invoices issued [Monthly/Quarterly] and payable within [Number] days.
3. Late Payment Fees: [Percentage]% late fee per month for overdue payments.

**Exhibit C: Confidentiality and Non-Disclosure Agreement**

1. Definition of Confidential Information: Explanation of what constitutes confidential information.
2. Non-Disclosure Obligations: Restrictions on sharing information.
3. Return of Information: Procedures for returning confidential information upon termination.

**Exhibit D: Sales Targets and Performance Metrics**

1. Monthly/Quarterly/Annual Sales Targets: Specific sales targets to be achieved by the Distributor.
2. Performance Metrics: Description of metrics to measure performance, e.g., number of units sold, revenue generated.

**Exhibit E: Termination Conditions and Procedures**

1. Notice Periods for Termination: Required timeframes for notice.
2. Cure Periods for Breaches: Timeframes for addressing breaches.
3. List of Force Majeure Events: Events that qualify as force majeure.