CUSTOM SOFTWARE BUSINESS PARTNERSHIP AGREEMENT

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This Custom Software Business Partnership Agreement takes effect on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of [Country], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Partner"), a company organised and existing under the laws of [Country], with its head office located at:

 [COMPLETE ADDRESS]

IN CONSIDERATION of the preceding and the mutual covenants, terms and conditions hereinafter contained the parties agree as follows:

# PRODUCTS

“Product(s)” means the application software specified on Schedule “A” hereto and such other products as the parties may agree upon and add to this agreement in writing from time to time. Such software consists of:

* 1. the computer programmes encoded on software diskettes or other media in the form generally released by [SPECIFY]; and
	2. the user guides, reference manuals, and other materials developed by [SPECIFY] for distribution and use in combination with such computer programs. [SPECIFY] may discontinue developing, producing, licensing, or distributing, or may modify, replace, or add to, any of the Products at any time. [SPECIFY] may amend, without any advance notice to Partner, Schedule “A” from time to time to reflect any such changes in the Products.

# APPOINTMENT OF PARTNER AND LICENSE

Subject to the terms and conditions of this agreement, [SPECIFY] hereby appoints Partner as a non-exclusive “[SPECIFY] Authorised Business Partner”, and grants a perpetual, non-transferable, non-exclusive right and licence to Partner, to promote, market and distribute the Products to Partner’s end-user customers solely from Partner’s business location listed on Schedule [SPECIFY] hereto (the “Authorised Location”), and Partner accepts such appointment and grant from [SPECIFY]. If Partner wishes to promote, market and/or distribute the Products from one or more locations other than the Authorised Location, Partner shall enter into a separate [SPECIFY] Partnership Authorisation Agreement for each such location. A Partner may not promote, market or distribute, or in any other way deal with, the Products from any location that is not an Authorised location.

# MAINTAINING QUALIFICATION AS AN AUTHORISED BUSINESS PARTNER

To maintain its qualification as a “[SPECIFY] Authorised Business Partner,” Partner must satisfy the [SPECIFY] Requirements and Policies for such qualification established by [SPECIFY] from time to time (the “Requirements”) and pay the fees specified in section 11. The Requirements currently in effect are appended as Schedule “C” hereto.

# PROGRAM LICENCE AGREEMENT

The Partner acknowledges that the licence of the Products to its end-user customers shall be subject to the terms and conditions of [SPECIFY] programme licence agreement, which shall accompany each diskette package or other medium for the Products (the “Program Licence Agreement”). [SPECIFY] may change any provision of the programme licence Agreement from time to time upon thirty days’ advance notice to Partner.

# RESTRICTIONS ON PARTNER

**5.1 Training requirements**

The Partner only may distribute Products for which it has completed [SPECIFY] required training courses.

**5.2 Program copies**

The Partner shall not make copies of the Products, except the Partner may make copies for backup or archival purposes, and for demonstration purposes provided that such copies may be loaded only on hardware owned by the Partner.

**5.3 No reverse engineering, etc.**

Without the prior written consent of [SPECIFY], the Partner shall refrain from copying, reverse engineering, disassembling, decompiling, translating, or modifying the Products, or granting any other person or entity the right to do so.

**5.4 No source code access**

The Partner may not receive, review, or otherwise use or have access to the source code for the Products without [SPECIFY] prior written consent. Products are permitted to be distributed by the Partner in object code form only.

**5.5 No unauthorised access to third parties**

The Partner shall not loan, rent, or provide access to the Products, for a fee or otherwise, to any third party for the purpose of any execution, use, or copying of such Products not authorised by the programme licence Agreement.

**5.6 No unethical trade practices, etc**

At no time shall the Partner engage in any illegal, deceptive or unfair trade or other practise that may adversely affect the image or reputation of [SPECIFY] or make any false, misleading or disparaging statement or representation regarding [SPECIFY] or any of the Products. The Partner shall use only sound business methods and ethical trade practises in promoting, marketing and distributing the Products.

# PRICES, PAYMENT TERMS AND TAXES

**6.1 Prices**

The price list for the Products shall be as outlined in [SPECIFY] Partner Price Schedule, as issued by [SPECIFY] from time to time. The price to be paid by the Partner will be the existing price list less the percentage discount based on the number of Products purchased by the Partner. The current discounts are specified on Schedule [SPECIFY] hereto. [INDIVIDUAL NAME], from time to time on [NUMBER] days’ advance notice to the Partner, may change the percentage discounts and the price list for any Products not yet the subject of an order submitted and accepted hereunder. No change will apply to Products for which [SPECIFY] has received and accepted an order before the date on which the change is effective.

**6.2 Payment terms**

Unless otherwise agreed or changed on [NUMBER] days’ advance notice given by [SPECIFY] to the Partner, payments are to be made in [COUNTRY]. Until [SPECIFY] approves the Partner’s right to credit after the Partner submits an application therefor to [SPECIFY] the Partner shall pay for all Products in advance. If [SPECIFY] approves the Partner’s credit, payment terms shall be net [NUMBER] days after shipment. Payments received more than [NUMBER] days after the invoice date are subject to a [PERCENTAGE %] per month ([PERCENTAGE %] per annum) service charge, which shall in no event exceed the maximum rate permitted by law. [SPECIFY] may change the credit terms extended to Partner if there is a change in Partner’s overall credit history or rating or as a result of Partner’s failure to make prompt payment under this agreement. All amounts paid to [SPECIFY] by Partner hereunder are non-refundable, except as provided herein.

[SPECIFY] may withhold the provision of any service or shipment of any Product covered by this agreement or any other agreement between [SPECIFY] and the Partner if the Partner fails to pay [SPECIFY] when due under this agreement or any of such other agreements. Such action on the part of [SPECIFY] shall not release the Partner from its obligations to pay for such service or Product if and when provided or shipped by [SPECIFY].

**6.3 Taxes**

The Partner shall be responsible for and shall pay and remit any and all applicable taxes, customs duties, and all other government imports or levies imposed on the licensing, use or transfer of the Products under or resulting from this agreement (except for taxes payable by [SPECIFY] that are imposed on its net income or capital), and for any penalty or interest thereon or imposed for the non-payment or non-remittance thereof. For greater certainty, all goods and services tax or value-added tax and any sales, use or transfer tax arising in connection with or as a result of this agreement shall be paid to [SPECIFY] or remitted by Partner as required under applicable [YOUR COUNTRY LAW].

Further, if the Partner is required to withhold or deduct any amount from any payment *in re*spect of payment for the Products or on account of any taxes, the Partner will pay such additional amounts (“Additional Amounts”) as may be necessary so that every net payment under this agreement (including Additional Amounts) after withholding or deduction for or on account of any such taxes will not be less than the amount [SPECIFY] would have received if such taxes have not been withheld or deducted. The Partner will also:

* + 1. make such withholding or deduction, and
		2. remit the full amount deducted or withheld to the relevant authority in accordance with applicable [YOUR COUNTRY LAW].

The Partner hereby agrees to indemnify and hold [SPECIFY] harmless from and against any and all loss, damage, expense or liability, including reasonable legal fees, which arise or result from Partner’s failure to discharge its obligations in this section 6.3.

The Partner shall provide [SPECIFY] with resale purchase exemption certificates or other appropriate documentation showing that sales of Products to the Partner hereunder are exempt from any provincial, state or local sales or use tax.

# ORDER PROCEDURES

The Partner shall submit to [SPECIFY] on timely basis orders and order forecasts stating the number and type of Products that the Partner needs to meet the demands of its end-user customers. The Partner’s orders must be in writing or made through an automated order entry facility designated by [SPECIFY] to the Partner, and must comply with such other order procedures as may be established by [SPECIFY] from time to time. Partner’s orders shall constitute binding commitments to accept and pay for the number and type of Products stated therein, in accordance with the terms and conditions of this agreement.

Any terms or conditions contained in the Partner’s orders other than the number and type of Products that the Partner is ordering shall not be binding unless accepted by [SPECIFY] in writing or by electronic means that the Partner and [SPECIFY] may agree on. If there is any conflict between the provisions of this agreement and the terms and conditions of any order or other communications submitted by the Partner, the provisions of this agreement shall prevail. [SPECIFY] may establish or change ordering procedures for Products from time to time upon thirty days’ advance notice to the Partner.

# ACCEPTANCE AND SHIPMENT

**8.1 Acceptance**

No order from the Partner shall be binding on [SPECIFY] unless accepted by [SPECIFY] either in writing or by shipping all or part of the Products ordered. The Partner shall pay [SPECIFY], as stipulated in section [NUMBER], for all orders of Products accepted by [SPECIFY].

**8.2 Shipment**

[SPECIFY] will attempt to fill orders for Products and meet the Partner’s requests for shipment dates subject to the availability of the Products and consistent with [SPECIFY] production and supply schedules. The Partner shall be responsible for freight, insurance, and storage charges incurred in transit. [SPECIFY] may refuse to ship Products destined for import or distribution by Partner in countries having intellectual property protection standards that are unsatisfactory to [SPECIFY].

**8.3 Risk of loss or damage**

Risk of loss or damage for the Products shall pass to the Partner upon release of the Products by [SPECIFY] for delivery to carriers or shippers transporting the Products to the Authorised location or as otherwise may be specified in writing by the Partner to [SPECIFY].

# ADDITIONAL DUTIES AND OBLIGATIONS OF PARTNER

**9.1 Promotion and marketing**

The Partner shall diligently promote, market and distribute the Products, including attending industry trade schedules and engaging in media advertising and direct mail solicitation to [SPECIFY] reasonable satisfaction. The Partner shall ensure that the Products marketed to end-users are appropriate for the end-users’ requirements. The Partner shall comply with advertising and marketing policies established by [SPECIFY] from time to time, and shall prominently display and otherwise utilise [SPECIFY]‘s advertising and promotional materials and fully co-operate with [SPECIFY] in connection with all promotional and marketing programmes offered by [SPECIFY].

The Partner shall submit all promotional and marketing material to be used by the Partner *in re*spect of the Products to [SPECIFY] for prior approval of its layout and contents where such layout and contents have not originated with [SPECIFY]. If the Partner is aware of any potential sales opportunity for Products, which customer relationship the Partner would not be able to adequately support from the authorised location or any other of the Partner’s locations that are authorised locations, the Partner will immediately notify [SPECIFY] of such opportunity and then consult with [SPECIFY] to assure that the needs of the customer are satisfied.

**9.2 Demonstration facilities**

The Partner shall maintain at the authorised location suitable demonstration facilities for the Products, which shall be comprised of appropriate compatible personal computers and associated equipment and software in good operating condition and shall be in conformity with any standards that may be established by [SPECIFY] from time to time.

**9.3 Installation services**

The Partner shall provide installation services for the Products, including all reasonably required end-user planning for the physical installation thereof.

**9.4 Support personnel and training**

The Partner acknowledges that the Products are technically complex and require high-quality individualised pre-sale and post-sale support, and the Partner is responsible for such support as is necessary to achieve and maintain end-user customer satisfaction. The Partner shall maintain at all times a staff for sales and technical support personnel and an inventory of Products sufficient to provide such level of support and to otherwise meet the demands of its end-user customers. At a minimum, the Partner must have one employee who has completed [SPECIFY] training courses for each Product that the Partner is authorised to distribute. The Partner shall be responsible for the cost of such training courses and all travel, lodging, meals and personal expenses for sending the Partner’s employees thereto.

**9.5 Business plan, reports and records**

The Partner shall provide [SPECIFY] with a Product business profile each year during the term of this agreement. [SPECIFY] will specify the format and content of, and a schedule for updating, the business plan. The Partner shall provide to [SPECIFY], on request, reports concerning the current inventory, location, and condition of the Products, and verification of the status of trained sales and technical personnel. The Partner shall report to [SPECIFY] promptly all suspected and actual problems with the Products to [SPECIFY]. The Partner shall maintain a record for each Product sublicensed to an end-user customer. The record shall include the name and address of the end-user customer, the date of the sublicense, the Product and the Product type. The Partner shall maintain such records for a period of five years after the date of sublicense to the end-user customer and, upon request, shall assist [SPECIFY] in tracing a Product to an end-user to distribute Product information.

**9.6 Warranties and end-user agreements**

The Partner shall distribute all packaging, warranties, disclaimers, and end-user licence agreements intact as shipped by [SPECIFY], and shall ensure that end-user customers understand and comply with the programme licence Agreement and receive copies of any [NUMBER] party licence agreements that may be applicable. The Partner shall not make any representation or give any assurance that is inconsistent with the programme licence Agreement or any such end-user licence agreement. The Partner shall take all reasonable steps necessary to protect the copyright and other proprietary rights of [SPECIFY] in the Products, including, without limitation, by reproducing all copyright notices (as such may be provided to the Partner by [SPECIFY]), in a legible and conspicuous manner, on all documentation relating to the Products provided to each end-user customer and each time an end-user customer uses the Products on a video display terminal.

**9.7 Product returns**

The Partner shall accept, in accordance with the programme licence Agreement in effect from time to time, the return of any unopened Product from any customer that does not wish to be bound by the provisions of such agreement. The Partner shall also accept returns of opened Products that are claimed by a customer to be defective. The Partner shall refund amounts paid by customers for such returned Products. The Partner may return to [SPECIFY], provided all returns are insured and shipped prepaid by the Partner, opened Products that are returned to the Partner by customer solely because of defects in the media on which the software programmes are encoded, for a credit of the amount paid by the Partner for such Product.

**9.8 Creditworthiness**

The Partner agrees to maintain good financial standing with [SPECIFY] and agrees to provide [SPECIFY] with such financial and credit information reasonably requested by [SPECIFY] from time to time.

**9.9 Partner responsible for all costs and expenses**

Unless otherwise expressly provided herein, the Partner shall be responsible for and shall bear all costs and expenses in connection with the performance of its duties hereunder.

# ACCESS FOR AUDITS AND SURVEYS

From time to time, the Partner shall afford access, during normal business hours and after having received at least [NUMBER] days’ advance notice, to [SPECIFY] and its auditors, counsel and other representatives so that [SPECIFY] may audit all of the Partner’s books, records, contracts and all other documents related to Partner’s promotion, marketing and distribution of the Products, including end-user customer records, sales receipts and invoices. The purpose of such audits shall be to enable [SPECIFY] to satisfy itself that the Partner is complying with all the provisions of this agreement.

Partner shall furnish [SPECIFY], and its representatives with such information concerning the Partner and its affairs about the Products as [SPECIFY] may request. [SPECIFY] also may conduct surveys of Partner’s end-user customers to evaluate end-user satisfaction with the Partner’s marketing and distribution activities and, where applicable, Product service. Upon request, Partner shall provide [SPECIFY] with a list of the names and addresses of a representative sampling of Partner’s end-user customers. None of [SPECIFY] activities in this section 10 shall in any way prejudice any of [SPECIFY] other rights under this agreement.

# PUBLISHED PROGRAM

The Partner shall pay an annual renewal fee by [DATE] each year to participate in, and receive the subscription benefits of, the [SPECIFY] programme as described in [SPECIFY] published [SPECIFY] programme documentation, as amended from time to time. The current annual renewal fee is specified on Schedule [SPECIFY]. [SPECIFY] may change such fee from time to time upon [NUMBER] days’ advance notice to Partner.

# PROPRIETARY RIGHTS TO PRODUCTS

All right, title and interest in and to the Products, including all copyrights, patents, trademarks, and other intellectual property and other proprietary rights, belongs to and shall remain with [SPECIFY]. The Partner shall acquire no right or interest in any or all of the Products except to market, distribute and copy same strictly in accordance with the terms and conditions hereof.

# PARTNER’S IDENTIFICATION AND TRADEMARKS RIGHTS

**13.1 Identification of partner**

The Partner may refer to itself as a “[SPECIFY] Authorised Business Partner,” or by such other term indicating its authorisation to promote, market and distribute the Products, as may be authorised by [SPECIFY] from time to time.

**13.2. Trademarks**

The Partner may use the “[SPECIFY] TM” trademark and such other of [SPECIFY]’s trademarks, service marks, logos, or slogans (collectively the “Marks”) as may be authorised by [SPECIFY] from time to time, solely to identify Products acquired from [SPECIFY] under this agreement. Unless otherwise agreed by [SPECIFY] in a separate agreement, the Partner shall use the Marks only for purposes of advertisement, promotion, and distribution of Products and in accordance with such other guidelines as may be established by [SPECIFY] from time to time. The Partner shall not use any of the Marks in any unlawful manner or in any manner that tends directly or indirectly to lessen the value or goodwill thereof, is likely to confuse, mislead, or deceive the public, or to be adverse to the best interests of [SPECIFY].

# LIMITED WARRANTY, DISCLAIMERS AND LIMITATIONS

**14.1 Limited warranty**

The Products are subject to the warranty provisions of the programme licence Agreement. Any additional or other warranty relating to the Products made by the Partner or any of its personnel or agents to its end-user customers shall be the sole responsibility of the Partner. THE WARRANTY PROVISIONS OF THE programme LICENCE AGREEMENT ARE instead of ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ONES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUCH REPRESENTATIONS, WARRANTIES, AND CONDITIONS ARE EXPRESSLY EXCLUDED AND DISCLAIMED. Without in any way limiting the scope or effectiveness of the preceding and for greater certainty, [SPECIFY] does not warrant that the Products will meet any of the Partner’s or its end-user customers’ requirements, or that the operation or use of any of the Products will be uninterrupted or error-free.

**14.2 Limitation of remedy**

The sole and exclusive remedy of the Partner, each of its end-user customers, and their successors and assigns, for any defect or non-conformity in the Products shall be to obtain a replacement of the defective units that are returned to [SPECIFY] insured and shipping prepaid. [SPECIFY] shall honour all replacement requests received from Partner or its customers under the terms of the programme licence Agreement about the defective units. The Partner shall instruct all end-user customers to submit all replacement requests to the Partner for forwarding to [SPECIFY]. The Partner shall request a return authorisation from [SPECIFY] before the release of the defective units. [SPECIFY] may, at its option, provide credit vouchers for the replacement units based on the price paid by the Partner for such defective units.

**14.3 Limitation of liability**

[SPECIFY] DISCLAIMS ANY AND ALL, AND [SPECIFY] SHALL HAVE NO, LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION OR SUPPORT OF THE PRODUCTS OR ANY UPDATES THEREOF EVEN IF IT HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

# INDEMNIFICATION

**15.1 By Company**

[SPECIFY] will defend or settle, at its own expense but under its sole direction and contingent on the Partner’s total co-operation, any valid or legitimate claim alleging that any Product in its unmodified form infringes any [COUNTRY] patent, trademark, copyright or trade secret. If any Product becomes the subject of such a claim, [SPECIFY], at its option may:

* + 1. modify or replace the affected parts, so the Product becomes non-infringing;
		2. obtain for the Partner and its end-user customers the right to continue to use the Product; or
		3. if the preceding cannot reasonably be accomplished, refund the price paid for the infringing

The product, less depreciation (based on a “straight-line” [NUMBER] year depreciation formula applicable to the actual period of use).

This section 15.1 states the entire liability of [SPECIFY] for any infringement involving the

Products.

**15.2 By partner**

The Partner hereby agrees to indemnify and hold [SPECIFY] harmless from all losses, costs and expenses suffered or incurred by [SPECIFY] including without limitation reasonable legal fees, as a result of:

* + 1. The Partner or any of its end-user customers making any alterations to the Products;
		2. any breach by the Partner of any of its obligations under this agreement; and
		3. any representations and warranties made by the Partner or any of its personnel or agents regarding the use or performance of the Products other than the limited warranty referred to in section 14.1.

# CONFIDENTIALITY/NON-DISCLOSURE

Notwithstanding anything contained in this agreement and except as may be required by [YOUR COUNTRY LAW], The Partner shall hold in strict confidence, and shall not make use of or disclose to any third party, any confidential or proprietary information concerning the Products or [SPECIFY] or any of its affairs, except such information that:

* 1. is or becomes publicly available other than through a breach of the agreement;
	2. Is successfully obtained by the Partner from a third party or [COMPANY NAME] without breach of the agreement by the Partner as shown by documentation sufficient to establish the [NUMBER] party as a lawful source of the confidential information;
	3. was known to the Partner before its disclosure to the Partner, or
	4. [SPECIFY] consents to its disclosure by notifying Partner.

At [SPECIFY]‘s request, the Partner shall deliver to [SPECIFY] all copies of all documents containing any references to such information other than the excepted information.

# ARBITRATION

Any controversy or claim arising out of or relating to this agreement or its breach shall be settled by arbitration by a single arbitrator in accordance with the [YOUR COUNTRY] Arbitration [ACT/LAW/RULE],or the International Commercial Arbitration Act, if the Authorised Location is outside of [COUNTRY], pursuant to an arbitration held in [PROVINCE], [Country], and judgement  upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its reasonable legal fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

# TERM AND TERMINATION

**18.1 Term**

This agreement shall become effective on [DATE], and shall continue in full force until the date specified in a notice of termination given at least [NUMBER] days in advance by either party to the other or this agreement is terminated by [SPECIFY] in accordance with subsection 18(2).

**18.2 Termination events**

Without limiting any other rights available under applicable [YOUR COUNTRY LAW], at its option, may terminate this agreement and/or suspend delivery of the Products (regardless of whether already ordered):

* + 1. immediately upon notifying the Partner:
			1. if the Partner is delinquent in paying any amount due [SPECIFY] for more than [NUMBER] days following demand for payment, or

18.2.1.2 if there is a change in the ownership or control of the Partner or its business to which [SPECIFY]objects; or

* + 1. effective immediately and without any requirement of notice, if:
			1. The Partner ceases to conduct its business in the normal course or becomes insolvent;
			2. The Partner files a petition in bankruptcy, files a petition seeking any reorganisation, arrangement, composition or similar relief, makes an assignment for the benefit of creditors, or avails itself of, or becomes subject to, any proceeding under the [YOUR COUNTRY] Bankruptcy and Insolvency [ACT/LAW/RULE], or any other country, provincial or state statute or other [YOUR COUNTRY LAW] relating to insolvency, relief for debtors, or the protection of creditors’ rights;
			3. a receiver, trustee or similar officer is appointed for the business or property of the Partner;
			4. any involuntary petition or proceeding under bankruptcy or insolvency [YOUR COUNTRY LAW] is instituted against such party and not stayed, enjoined, or discharged within [NUMBER] days; or
			5. The Partner adopts a resolution for or undertakes to effect, a discontinuance or winding-up of its business or assets or a voluntary dissolution.

**18.3 Rights on termination**

Unless otherwise expressly provided in this agreement, any termination hereunder shall not be deemed a cancellation of any orders submitted before the effective date of such termination. Upon termination:

* + 1. all money due [SPECIFY] will immediately become due and payable;
		2. [SPECIFY] may, at its option, repurchase some or all of the Products in the Partner’s inventory at a price equal to the price paid by the Partner for the Products, less [SPECIFY] reasonable cost of placing such inventory into marketable condition;
		3. the permission granted to the Partner to use the Marks shall cease;
		4. The Partner shall not refer to itself as a “[SPECIFY] Authorised Business Partner” or by any other term indicating authorisation to promote, market and/or distribute the Products, and shall discontinue using any marketing materials or stationery with such designations;
		5. the licence granted hereunder is immediately revoked and within the following [NUMBER]-day period, the Partner shall return all copies of software, documentation and/or updates; and
		6. The Partner shall cease all activity related to the promotion, marketing, distribution or otherwise in connection with the Products.

**18.4 No recoupment of investment**

In no event, upon termination of this agreement, shall [SPECIFY] have any liability to the Partner for any expense incurred, investment made, relationship entered into, or asset acquired, by the Partner, or otherwise in connection with the Partner’s business activities, as the Partner deemed or was necessary in order for the Partner to properly and competently fulfil its obligations under this agreement.

**18.5 Survival**

Notwithstanding any termination of this agreement, sections [NUMBERS] shall survive and remain in effect in accordance with their terms. Any termination of this agreement shall be without prejudice to any other rights or remedies available hereunder or at [YOUR COUNTRY LAW].

# GOVERNING LAW

This agreement and all documents related hereto by common accord have been drafted (or will be drafted, as the case may be) in the English language and shall be governed by and interpreted in accordance with the internal [YOUR COUNTRY LAW] of the Province of [PROVINCE] (regardless of the [YOUR COUNTRY LAW] that might otherwise govern under applicable [PROVINCE] principles of conflicts of [YOUR COUNTRY LAW]) and each of the parties irrevocably attorns to the jurisdiction of the courts of [Country]. For greater certainty, the International Sale of Goods, and the [COUNTRY] Convention on Contracts for the International Sale of Goods set out in the Schedule [SPECIFY] thereto shall not apply to the governance or any interpretation of this agreement.

# LIMITATION PERIOD

Neither [SPECIFY] nor partner may bring an action, regardless of form, arising out of this agreement more than [NUMBER] years after the cause of action has arisen.

# MISCELLANEOUS

**21.1 Notices**

Any notice or other communication required or permitted in this agreement shall be in writing and shall be deemed to have been received on the day of service if delivered personally or the next day if sent by courier or facsimile transmission, or [NUMBER] days after mailing if mailed by first class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth in this agreement, or at such other addresses as may be specified by either party pursuant to the terms and provision of this section.

**21.2 Assignment**

No assignment or transfer of this agreement or any right or privilege granted hereunder, including any assignment by operation of [YOUR COUNTRY LAW] pursuant to a merger, liquidation, foreclosure, or involuntary sale in bankruptcy, shall be permitted by or of the Partner or shall be effective or binding on [SPECIFY] without [SPECIFY]’s prior written consent. Subject to the preceding limitation, this agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

**21.3 Force majeure**

Neither party shall be responsible for failure to perform in a timely manner under this agreement when its failure results from any of the following causes: acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake, serious accident, or any other cause beyond its reasonable control.

**21.4 Severability**

If any provision of this agreement is invalid under any applicable statute or rule of [YOUR COUNTRY LAW], it is to that extent to be deemed omitted. The remainder of this agreement shall be valid and enforceable to the maximum extent possible.

**21.5 Entire agreement**

This agreement (together with all attachments and schedules hereto) constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, concerning the subject matter hereof and may not be amended or modified except in writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this agreement.

**21.6 Independent contractors**

Each party hereto shall be and remain an independent contractor, and nothing herein shall be deemed to constitute the parties as partners. Further, neither party shall have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other, nor shall either be deemed the agent or employee of the other. The Partner has no authority to appoint any sub-dealer, or other dealer, remarket or reseller of the Products without [SPECIFY]’s prior written consent.

**21.7 Counterparts**

This agreement may be executed in two counterparts, each of which shall be deemed to be an original and each of which together shall constitute a single instrument.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

COMPANY PARTNER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**SCHEDULE A –**

## PRODUCTS

(The Partner will be authorised to market the same [SPECIFY] products that they currently are authorised to market. This Schedule will be supplied by [SPECIFY] upon return of a copy of the executed Partnership Authorisation Agreement to Partner.)

## SCHEDULE “C”

[SPECIFY] programme GENERAL AUTHORISATION

REQUIREMENTS AND POLICIES

Initial Requirements

[SPECIFY]

Ongoing Requirements

[SPECIFY]

## SCHEDULE “D”

[SPECIFY] PARTNER’S MARGINS ON [SPECIFY] PRODUCTS

Percentage Discount

Partner Type Monthly Sales Level [AMOUNT] (Partner Margin)

Level 1 Up to [SPECIFY] [PERCENTAGE %]

Level 2 [SPECIFY] and above [PERCENTAGE %]

\*Based on a rolling twelve-month period adjusted quarterly.