

Exclusive Product Distribution Agreement

This Exclusive Product Distribution Agreement ("Agreement") is entered into as of by and between:

- **Supplier:** , having its principal place of business at
- **Distributor:** , having its principal place of business at

1. Appointment

The Supplier hereby appoints the Distributor as its exclusive distributor of the products set forth in **Exhibit A** ("Products") within the following territory: ("Territory"). The Distributor accepts such appointment.

2. Term

This Agreement shall commence on and continue for a period of years unless terminated earlier in accordance with this Agreement.

3. Distributor Obligations

- Promote, market, and sell the Products within the Territory.
- Maintain adequate stocks of the Products.
- Provide regular sales reports to the Supplier.
- Meet minimum purchase requirements as set forth in **Exhibit B**.

4. Supplier Obligations

- Supply the Products to the Distributor in accordance with purchase orders.
- Provide up-to-date product information.
- Reserve the right to approve all marketing materials used by the Distributor.

5. Prices and Payment

The prices payable by the Distributor for the Products shall be set forth in **Exhibit C**. Payments shall be due within days from date of invoice.

6. Exclusivity

The Supplier shall not supply the Products to any other distributor or customer in the Territory during the term of this Agreement.

7. Termination

- Either party may terminate this Agreement upon days' written notice for any material breach not cured within days.
- Either party may terminate this Agreement upon insolvency or bankruptcy of the other party.

8. Miscellaneous

- This Agreement constitutes the entire understanding between the parties.
- Any amendment must be in writing and signed by both parties.
- This Agreement is governed by the laws of .

IN WITNESS WHEREOF

The parties have executed this Agreement as of the Effective Date.

SUPPLIER

By:

Title:

Date:

DISTRIBUTOR

By:

Title:

Date: