**WHITE LABEL AGREEMENT**

This White Label Agreement (referred to as the “**Agreement**”) is made as of [INSERT DATE] (the “**Effective Date**”), by and between [PRINCIPAL COMPANY NAME], a [JURISDICTION OF INCORPORATION/FORMATION] [corporation/LLC/other entity type] with its principal place of business at [PRINCIPAL ADDRESS] (the “**Principal**”), and [PARTNER COMPANY NAME], a [JURISDICTION OF INCORPORATION/FORMATION] [corporation/LLC/other entity type] with its principal place of business at [PARTNER ADDRESS] (the “**Partner**”). The Principal and the Partner are individually referred to as a “**Party**” and collectively as the “**Parties**”.

The Principal develops, manufactures, and markets the Products and holds all Intellectual Property Rights, including trademarks and proprietary formulations.

The Partner wishes to market, distribute, and sell the Products under its own brand name (“**White Label Products**”) through its own sales channels and e-commerce platforms.

The Principal is willing to grant the Partner a license to rebrand and distribute the Products in accordance with the terms and conditions set forth herein.

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows.

1. **GRANT OF RIGHTS**
	1. Subject to the terms and conditions of this Agreement, the Principal hereby grants to the Partner a non-exclusive, non-transferable, revocable license to rebrand, market, distribute, and sell the Products as White Label Products within the Territory for the Term (as defined below). This license authorizes the Partner to use, reproduce, modify, adapt, and display the Products solely in connection with its own brand and marketing efforts, provided that such use does not alter the essential quality or specifications of the Products as provided by the Principal.
	2. For the purposes of this Agreement, “**Product**” means all goods manufactured, developed, or supplied by the Principal that are subject to white label distribution under this Agreement, including any modifications or enhancements made during the term of this Agreement, as per Schedule 1; and “**Territory**” means [INSERT GEOGRAPHIC AREA, e.g., “the United States and its territories”], unless otherwise specified or agreed between the Parties.
	3. The Partner may:
		1. rebrand the Products by applying its own trademarks, logos, packaging designs, and marketing materials, subject to the branding guidelines provided by the Principal in Schedule 6;
		2. use the Products in connection with its own sales channels, including but not limited to online platforms, retail outlets, and distribution networks, provided that the Products retain the quality standards established by the Principal; and
		3. create derivative works solely for the purpose of integrating the Products into the Partner’s marketing and sales platforms, provided that any modifications or adaptations do not misrepresent the inherent attributes or quality of the original Products.
	4. The Partner shall not:
		1. alter or modify the Products beyond the permitted rebranding or minor packaging changes approved in writing by the Principal;
		2. remove, alter, or obscure any proprietary notices, including trademarks, copyrights, or trade secrets, that appear on the Products or their packaging;
		3. sublicense, assign, or transfer the rights granted herein to any third party without the prior written consent of the Principal, except as provided under this Agreement; or
		4. use the Products or any related intellectual property in a manner that disparages the Principal, misrepresents the origin or quality of the Products, or otherwise harms the reputation or goodwill of the Principal.
	5. All rights not expressly granted herein are reserved exclusively to the Principal. The Partner acknowledges that the Principal retains full ownership of all Intellectual Property Rights in and to the Products, including any improvements, enhancements, or modifications made by the Principal, and that the Partner receives only a limited license to rebrand and distribute the Products under its own mark.
	6. The rights granted to the Partner under this Section are conditional upon the Partner’s full and timely compliance with all obligations under this Agreement, including payment of all fees and adherence to quality and branding guidelines. Should the Partner fail to comply with any material term of this Agreement, the Principal may immediately terminate the license granted herein, without prejudice to any other rights or remedies available at law.
	7. The license granted under this Section shall remain in full force and effect for the duration of this Agreement. Upon termination or expiration of this Agreement, all rights granted herein shall immediately revert to the Principal, and the Partner shall immediately cease all use of the Principal’s Intellectual Property Rights and rebrand any remaining Products accordingly.
	8. The Partner agrees to use the Products only in accordance with the quality standards and branding guidelines set forth in this Agreement and its schedules. Any proposed changes to the Products’ appearance or marketing materials must be submitted to the Principal for prior written approval, which shall not be unreasonably withheld.
2. **PRODUCT DEVELOPMENT, QUALITY, AND DELIVERY**
	1. The Principal shall provide the Partner with comprehensive and current product specifications, including detailed descriptions, images, performance standards, and packaging guidelines, which shall be set forth in Schedule 2. The Principal warrants that all Products manufactured and supplied under this Agreement shall conform to such specifications and meet the quality standards agreed upon by the Parties. The Partner is responsible for ensuring that any rebranding or marketing of the Products adheres to these specifications and quality benchmarks.
	2. The Principal agrees to maintain sufficient manufacturing capacity, raw materials, and production resources to fulfill the Partner’s orders in a timely manner. In the event that the Principal anticipates any delays, shortages, or changes in product specifications, it shall notify the Partner immediately in writing, and the Parties shall cooperate in good faith to resolve any issues that may affect delivery or quality. The Partner shall promptly communicate its orders to the Principal through the designated ordering system, as specified in Schedule 3, and such orders shall be deemed binding subject to the Principal’s confirmation.
	3. Upon receipt of an order, the Principal shall manufacture the Products in accordance with the agreed specifications and quality standards, and deliver the Products in the format and packaging set forth in Schedule 2. Delivery shall be made to the Partner’s designated warehouse or directly to end customers, as agreed, in compliance with the delivery terms detailed in Schedule 3. Title and risk of loss shall transfer to the Partner or its designated recipient at the point of delivery, as further specified in Schedule 3.
	4. The Partner shall have the right to inspect and test the Products upon delivery, and any non-conforming Products must be reported to the Principal within [NUMBER] days. In such event, the Principal shall, at its sole expense, promptly remedy the deficiency by replacing or repairing the Products to conform to the agreed specifications.
3. **COMPENSATION AND PAYMENT**
	1. The Partner shall purchase the Products from the Principal at the wholesale prices set forth in Schedule 4. The Partner shall pay an upfront, non-refundable license fee of [AMOUNT] U.S. Dollars within [NUMBER] days of the Effective Date. This license fee grants the Partner the right to rebrand and distribute the Products under its own brand and is separate from any ongoing payment obligations.
	2. The Principal shall issue invoices for Product purchases and any associated fees. All invoices must be paid in U.S. Dollars via [specify payment method, e.g., wire transfer, check] within [NUMBER] days from the invoice date. Any payments not received by the due date shall accrue interest at a rate of [PERCENTAGE]% per annum until fully paid.
	3. Each Party is solely responsible for its own taxes. The Partner shall collect and remit any applicable sales or use taxes on its sales of the Products, and the Principal shall be responsible for any taxes imposed on its wholesale transactions under this Agreement.
	4. The Principal shall have the right, upon providing at least [NUMBER] days’ written notice and during normal business hours, to audit the Partner’s records relating to Product sales and rebranding efforts. Should any discrepancies be identified, the Partner shall promptly correct any underpayments or overpayments, with any underpayments remitted along with interest at the rate specified in Schedule 4.
4. **MARKETING AND REBRANDING**
	1. The Partner shall rebrand the Products in strict accordance with its own branding guidelines, provided such guidelines are consistent with the quality, packaging, and product specifications set forth by the Principal in Schedule 2. The Partner agrees to maintain the integrity of the Products’ design and performance characteristics and shall not make any alterations that may compromise the quality or consumer perception of the Products without the Principal’s prior written approval. The Partner further agrees to promptly update its marketing materials to reflect any modifications to the Products or changes in the Principal’s specifications as communicated in writing.
	2. All advertising, marketing, and promotional materials that reference or feature the Products must be submitted to the Principal for review and receive prior written approval before public dissemination. Such materials shall accurately represent the quality, origin, and characteristics of the Products and shall not contain any false, misleading, or disparaging information. The Principal shall review submitted materials within [NUMBER] days and provide its approval or required modifications in writing. The Partner agrees to implement any changes requested by the Principal promptly and shall bear any delays in product launches or marketing campaigns resulting from the approval process.
	3. Unless expressly agreed otherwise in writing, the Partner shall not include any branding, logos, trademarks, or other identifiers of the Principal on the White Label Products or in any associated marketing materials, except as necessary to comply with applicable regulatory or quality control requirements. The Partner shall ensure that all uses of the Principal’s intellectual property are in strict accordance with the guidelines provided in Schedule 6 and that any attribution or acknowledgment required by the Principal is prominently and accurately displayed.
	4. The Partner shall conduct periodic reviews of its marketing and rebranding efforts to ensure continuous compliance with the Principal’s standards. The Principal reserves the right to audit the Partner’s promotional materials and branding practices and to require remedial actions if any deviation from the agreed guidelines is found. Failure to comply may result in suspension or termination of the rights granted under this Agreement.
5. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of the Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 5; (ii) is or becomes available to the Recipient on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 5, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
6. **INTELLECTUAL PROPERTY RIGHTS**
	1. The Principal retains all right, title, and interest in and to the Products, all related Intellectual Property Rights, and all improvements, modifications, and derivative works developed by the Principal in connection with the Products. For purposes of this Agreement, “**Intellectual Property Rights**” means any and all trade secrets, trademarks, copyrights, patents, industrial designs and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.
	2. The Principal grants the Partner a limited, non-exclusive, non-transferable license to use the Principal’s trademarks, logos, and other branding materials solely for the purpose of rebranding, marketing, promoting, and selling the White Label Products within the Territory for the Term. The Partner agrees to use such materials only in accordance with the branding guidelines provided by the Principal in Schedule 6 and shall not register or contest any of the Principal’s marks. All use of the Principal’s trademarks by the Partner shall inure to the benefit of the Principal.
	3. Any proprietary information, trade secrets, or know-how related to the design, manufacture, or quality standards of the Products remains the exclusive property of the Principal. The Partner shall not claim any right, title, or interest in such proprietary information except for the limited rights expressly granted herein.
	4. The Principal shall indemnify, defend, and hold harmless the Partner and its affiliates, officers, directors, employees, and agents (collectively, the “**Indemnified Parties**”) from and against any and all third party claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) arising out of or relating to any claim that the Partner’s use of the Principal’s Intellectual Property Rights, as permitted under this Agreement, infringes or misappropriates any third party’s rights. The Partner shall promptly notify the Principal in writing of any such claim, and the Principal shall control the defense and settlement thereof, provided that the Partner may participate at its own expense. This indemnification obligation shall survive termination of this Agreement.
	5. The Partner shall indemnify, defend, and hold harmless the Principal and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) arising out of or relating to: (i) any unauthorized use or modification of the Principal’s Intellectual Property Rights by the Partner, or (ii) any breach of the Partner’s obligations under this Agreement concerning the use of the Principal’s intellectual property. The Principal shall notify the Partner promptly in writing of any such claim, and the Partner shall assume the defense and settlement thereof, with the Principal permitted to participate at its own expense. This indemnification obligation shall survive termination of this Agreement.
7. **LIMITATION OF LIABILITY**
	1. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
	2. SUBJECT TO SECTION 7.1 AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OUTLINED IN THIS AGREEMENT, EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY THE PARTNER TO THE PRINCIPAL FOR THE PRODUCTS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM.
8. **TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of [NUMBER] years (the “**Term**”), unless terminated earlier in accordance with Section 9.

1. **TERMINATION**
	1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
		1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
		2. becomes insolvent or is generally unable to pay its debts as they become due;
		3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
		4. makes or seeks to make a general assignment for the benefit of its creditors;
		5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
		6. is dissolved or liquidated.
	2. Either Party may terminate this Agreement for convenience upon [NUMBER] days’ written notice to the other Party.
	3. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
	4. Upon the expiration or termination of this Agreement for any reason:
		1. all outstanding payment obligations shall become immediately due and payable;
		2. the Partner shall cease marketing, distributing, and selling the White Label Products;
		3. all licenses granted herein shall revert to the Principal;
		4. each Party shall [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
		5. each Party shall permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
		6. Each Party shall certify in writing to the other Party that it has complied with these requirements.
2. **REPRESENTATIONS AND WARRANTIES**
	1. Each Party represents and warrants that:
		1. it has the full legal right, power, and authority to enter into this Agreement and perform its obligations hereunder;
		2. the execution and delivery of this Agreement have been duly authorized by all necessary corporate or organizational actions;
		3. this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, or similar laws; and
		4. it has not relied on any representation or warranty not expressly set forth in this Agreement.
3. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kentucky, without regard to any conflict of laws principles. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State of Kentucky, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **AMENDMENTS**

Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior agreements, negotiations, and communications, whether written or oral.

1. **SEVERABILITY**

If any provision of this Agreement is deemed invalid, illegal, or unenforceable, such provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

1. **ASSIGNMENT**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets.

1. **NO WAIVER**

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach. A waiver must be in writing and signed by the waiving Party.

1. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered electronically or by facsimile shall be deemed valid and binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[PRINCIPAL NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[PARTNER NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**PRODUCTS**

[INSERT DETAILS OF PRODUCTS TO BE WHITELABELED]

**SCHEDULE 2**

**PRODUCT SPECIFICATIONS AND PACKAGING**

[INSERT PACKAGING AND PRODUCT SPECIFICATIONS]

**SCHEDULE 3**

**DELIVERY**

[INSERT DELIVERY DETAILS, E.G., DELIVERY TERMS, DESIGNATED ORDERING SYSTEM]

**SCHEDULE 4**

**WHOLESALE PRICES AND INTEREST**

[INCLUDE LIST OF WHOLESALE PRICES FOR PRODUCTS AND INTEREST RATE ON LATE PAYMENTS]

**SCHEDULE 5**

**PARTNER BRAND GUIDELINES**

[INCLUDE PARTNER BRAND GUIDELINES]

**SCHEDULE 6**

**PRINCIPAL BRAND GUIDELINES**

[INCLUDE PRINCIPAL BRAND GUIDELINES]