**RESELLER AGREEMENT**

This Reseller Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [SUPPLIER COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Supplier**”), and [RESELLER COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Reseller**”). The Supplier and the Reseller may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Supplier is engaged in the manufacture, distribution, and sale of [describe products].

The Reseller desires to market, promote, and resell the Products within the Territory (as defined below).

The Supplier is willing to appoint the Reseller as a non-exclusive reseller of its Products on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows.

1. **PURPOSE AND SCOPE**
   1. The purpose of this Agreement is to define the terms and conditions under which the Reseller shall market, sell, and distribute the Products within the Territory. For the purposes of this Agreement: (i) “**Products**” means the goods manufactured or distributed by the Supplier as listed in Schedule 1, including any updates or modifications agreed upon by the Parties; and (ii) “**Territory**” means the geographic area in which the Reseller is authorized to market, sell, and distribute the Products, as described in Schedule 2.
   2. The arrangement made under this Agreement between the Parties is non-exclusive.
2. **PREREQUISITES**
   1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
   2. In particular, each Party shall, upon request, promptly provide the other Party with all information, assistance, materials, and resources that the other Party may reasonably require from time to time in connection with the performance of its obligations under this Agreement.
3. **RESELLER OBLIGATIONS**
   1. The Reseller shall:
      1. utilize the marketing materials and branding guidelines provided by the Supplier to promote the Products consistently and accurately;
      2. develop and execute local marketing strategies to expand product visibility and drive sales;
      3. maintain an adequate inventory and efficient distribution channels to meet customer demand in the Territory;
      4. process purchase orders promptly and ensure timely delivery to end customers;
      5. provide regular sales and marketing performance reports as required in Schedule 3, including details on customer feedback and market trends;
      6. notify the Supplier of any issues, product feedback, or market conditions that may impact the sale or reputation of the Products;
      7. adhere to all applicable laws and regulations regarding the marketing, sale, and distribution of the Products;
      8. deliver high-quality customer service and support, addressing inquiries and issues in a timely manner;
      9. protect and maintain the confidentiality of any proprietary information provided by the Supplier;
      10. use the Supplier’s intellectual property only as permitted under this Agreement and refrain from unauthorized modifications or misrepresentations; and
      11. participate in any training sessions or meetings as requested by the Supplier to ensure up-to-date product knowledge and alignment with the Supplier’s sales strategies.
4. **SUPPLIER OBLIGATIONS**
   1. The Supplier shall:
      1. ensure a consistent and reliable supply of Products that meet the specifications and quality standards detailed in Schedule 1;
      2. implement robust quality control measures and provide warranties as set forth in this Agreement;
      3. process and fulfill purchase orders promptly, adhering to the delivery timelines and shipping terms specified in Schedule 4;
      4. provide clear and up-to-date information on product availability, technical specifications, and any changes to the Products;
      5. supply the Reseller with approved marketing materials, product images, and branding guidelines to facilitate effective promotion;
      6. offer co-branding opportunities and participate in joint marketing initiatives, as agreed upon in Schedule 5;
      7. provide training, technical support, and product updates to ensure that the Reseller and its sales team are well-equipped to market and support the Products;
      8. respond promptly to inquiries from the Reseller regarding product specifications, order status, or any issues affecting product performance;
      9. maintain compliance with all applicable laws, regulations, and industry standards governing the production and sale of the Products;
      10. keep the Reseller informed of any changes to product designs, manufacturing processes, or policies that may affect the Reseller’s operations;
      11. protect the confidentiality of any sensitive information provided by the Reseller; and
      12. ensure that all intellectual property rights in the Products and related materials are respected, and grant the Reseller the necessary license to use such intellectual property in connection with marketing and selling the Products.
5. **ORDERING AND DELIVERY**
   1. The Reseller shall submit written purchase orders specifying product types, quantities, and delivery instructions. All orders are subject to the Supplier’s acceptance.
   2. The Supplier shall deliver the Products in accordance with the terms set forth in Schedule 4, including shipping methods, delivery timelines, and risk transfer provisions.
   3. Upon receipt, the Reseller shall inspect the Products for compliance with the agreed specifications. Any discrepancies or defects must be reported within [NUMBER] business days; failure to do so will constitute acceptance of the Products.
6. **PRICING, PAYMENT, AND FEES**
   1. The Products shall be sold at prices specified in Schedule 1. The Supplier reserves the right to adjust prices upon [NUMBER] days’ written notice.
   2. Invoices will be issued upon shipment of the Products and are payable by the Reseller within [NUMBER] days of the invoice date. Payments shall be made in U.S. Dollars via wire transfer or another mutually agreed method. Late payments will incur interest at a rate of [PERCENTAGE]% per month, or the maximum rate permitted by law.
   3. Any pre-approved expenses related to special packaging, shipping, or handling requirements will be reimbursed by the Reseller upon submission of proper documentation.
7. **INTELLECTUAL PROPERTY RIGHTS**
   1. All intellectual property rights in the Products, including trademarks, logos, designs, and related materials, remain the exclusive property of the Supplier.
   2. The Supplier grants the Reseller a non-exclusive, non-transferable license to use the Supplier’s intellectual property solely for the purpose of marketing and selling the Products within the Territory, in accordance with the Supplier’s guidelines.
   3. The Reseller shall not modify, reproduce, or distribute the Supplier’s intellectual property for any purpose beyond the scope of this Agreement without the Supplier’s prior written consent.
   4. The rights and obligations under this Section shall survive the termination or expiration of this Agreement.
8. **MARKETING AND PROMOTION**
   1. The Supplier shall provide the Reseller with approved marketing materials for the Products. The Reseller agrees to use these materials in accordance with the guidelines set forth in Schedule 6.
   2. Any co-branded marketing efforts must be pre-approved in writing by the Supplier. The Reseller shall not make any representations regarding the Products that conflict with the Supplier’s branding guidelines.
   3. The Reseller agrees to periodically provide the Supplier with sales and marketing performance reports, as detailed in Schedule 3.
9. **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 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 9; (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 9, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, 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.
10. **LIMITATION OF LIABILITY**
    1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
    2. EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY THE RESELLER TO THE SUPPLIER DURING THE [SPECIFIED PERIOD, E.G., 12 MONTHS] IMMEDIATELY PRECEDING THE CLAIM.
11. **TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of [NUMBER] years, unless terminated earlier as provided herein. The Agreement may be renewed upon mutual written consent.

1. **TERMINATION**
   1. Either Party may immediately terminate this Agreement upon written notice if the 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.
   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, each Party shall promptly:
      1. [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;
      2. 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
      3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in the State of Oregon, and each Party consents to the jurisdiction of such courts.

1. **NOTICES**

All notices under this Agreement shall be in writing and delivered by personal delivery, courier service with tracking, certified or registered mail (postage prepaid), or email (with confirmation of receipt).

1. **ENTIRE AGREEMENT**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, communications, and agreements.

1. **AMENDMENTS**

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

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

1. **ASSIGNMENT**

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

[SIGNATURE PAGE FOLLOWS]

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

[SUPPLIER COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[RESELLER COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**PRODUCT LIST**

[INSERT PRODUCT LIST, SPECIFICATIONS AND PRICES]

**SCHEDULE 2**

**TERRITORY**

[INSERT TERRITORIES RESELLER IS ALLOWED TO RESELL THE PRODUCTS]

**SCHEDULE 3**

**SALES AND MARKETING PERFORMANCE REPORTS**

[INSERT REQUIREMENTS FOR SALES AND MARKETING PERFORMANCE REPORTS]

**SCHEDULE 4**

**DELIVERY AND SHIPPING TERMS**

[INSERT DELIVERY AND SHIPPING TERMS FOR PRODUCTS]

**SCHEDULE 5**

**JOINT MARKETING INITIATIVES**

[INSERT JOINT MARKETING INITIATIVES]

**SCHEDULE 6**

**APPROVED MARKETING MATERIALS**

[INSERT APPROVED MARKETING MATERIALS FOR RESELLER MARKETING]