**REVENUE SHARE AGREEMENT**

This Revenue Share Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [PARTY A COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (“**Party A**”), and [PARTY B COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (“**Party B**”). Party A and Party B are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”.

Party A owns and operates a [describe product] that generates revenue. Party B has the expertise, resources, and network to assist in the marketing, distribution, or enhancement of the Product.

The Parties desire to share the revenues generated by the Product on the terms set forth in this Agreement.

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

1. **SCOPE AND APPOINTMENT**
   1. Party B shall assist Party A in [describe marketing, distribution, or enhancement responsibilities] with respect to the Product. For the purposes of this Agreement, “**Product**” means [INSERT DESCRIPTION OF PRODUCT].
   2. Unless otherwise agreed in writing, this Agreement does not grant either Party exclusive rights; both Parties may engage in similar activities with other entities.
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. **PARTY** **A OBLIGATIONS**
   1. Party A shall:
      1. deliver and maintain the Product in accordance with industry standards;
      2. provide accurate and timely revenue reports and invoices;
      3. ensure that all payments due to Party B under this Agreement are made in accordance with the terms set forth herein;
      4. [INSERT ADDITIONAL OBLIGATIONS].
4. **PARTY B OBLIGATIONS**
   1. Party B shall:
      1. actively promote and support the marketing, distribution, or enhancement of the Product;
      2. provide periodic updates and insights regarding market conditions or customer feedback that may affect revenue;
      3. comply with all applicable laws and regulations in connection with its activities under this Agreement;
      4. [INSERT ADDITIONAL OBLIGATIONS].
5. **REVENUE SHARE** 
   1. Party A agrees to pay Party B a revenue share equal to [X]% of the Net Revenue generated from the Product (the “**Revenue Share**”). For the purposes of this Agreement: (i) “**Net Revenue**” means the Gross Revenue minus any applicable taxes, refunds, chargebacks, discounts, and other standard deductions that are directly attributable to the sale of the Product; and (ii) “**Gross Revenue**” means the total revenue received by Party A from the sale, licensing, or usage of the Product, before any deductions.
   2. The Revenue Share will be calculated based on the Net Revenue for each Reporting Period. Any adjustments or deductions applied to derive Net Revenue shall be clearly itemized in the revenue report. “**Reporting Period**” means each [month/quarter] as defined in Schedule 1, during which revenue will be calculated and reported.
   3. Only revenues directly attributable to the Product and resulting from activities where Party B has materially contributed will be subject to the Revenue Share. Any ancillary revenue not related to Party B’s efforts shall be excluded.
6. **PAYMENT TERMS AND REPORTING**
   1. Party A shall provide Party B with a revenue report and corresponding invoice at the end of each Reporting Period. Payment of the Revenue Share shall be made within [NUMBER] days from the invoice date via wire transfer or another mutually agreed method.
   2. Party A shall maintain accurate records of all revenue generated by the Product and provide Party B with reasonable access to verify the calculation of Net Revenue. Party B shall have the right to audit Party A’s relevant records upon reasonable notice and during normal business hours.
   3. In the event of any dispute regarding an invoice or revenue calculation, Party B shall notify Party A in writing within [NUMBER] days of receipt of the invoice. The Parties agree to work in good faith to resolve any discrepancies before the payment due date.
7. **INTELLECTUAL PROPERTY RIGHTS**
   1. All intellectual property rights in the Product, including any enhancements or modifications developed solely by Party A, shall remain the exclusive property of Party A. Any intellectual property developed jointly by the Parties in connection with this Agreement shall be jointly owned, unless otherwise agreed in writing.
   2. Each Party grants the other a non-exclusive, non-transferable license to use its intellectual property solely for the purpose of fulfilling its obligations under this Agreement.
   3. Neither Party shall use the other’s intellectual property for any purpose beyond the scope of this Agreement without prior written consent.
   4. The provisions of this Section shall survive the termination or expiration of this Agreement.
8. **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 8; (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 8, "**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.
9. **LIMITATION OF LIABILITY**
   1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
   2. EACH PARTY’S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL REVENUE SHARE PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE [SPECIFIED PERIOD, E.G., 12 MONTHS] IMMEDIATELY PRECEDING THE CLAIM.
10. **TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of [NUMBER] years, unless terminated earlier in accordance with this Section 11. The Agreement may be renewed upon mutual written agreement.

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 Tennessee, 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 Tennessee, 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 Agreement as of the Effective Date.

[PARTY A COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[PARTY B COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**REPORTING PERIOD**

[INSERT REPORTING PERIOD REQUIREMENTS]