

# Joint-Marketing Agreement

- 🔊 What if your company could get together with another company and make a deal to market each other's stuff to your respective customers and prospects?
- 🔊 This can go several ways... You are working together to...
  - a) sell your products to your partner's customers and prospects,
  - b) sell your partner's products to your customers and prospects, or
  - c) (my favorite) selling each other's products to both of your customer bases and prospects.
- 🔊 We thought about making this agreement cover both sides equally, but there may be certain inequities in the products and the necessities for selling them, so we left the agreement somewhat one-sided with the added recommendation that you create a duplicate of this contract for each party and make adjustments as needed – for the most part these will be in just a few sections. Just reverse the “Company” and the “Marketing Partner” fields.

# Joint Marketing Agreement

🔊 The first part of the Memorandum should be completed and distributed along with a copy of the Co-Marketing Agreement.

Date: **[Date]**

To: **[Name of Partner]**

From: **[Owner/Founder]**  
**[Company]**

 Subject: **Advertising Cooperative Agreement**

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Attached to is a “Joint-Marketing” Agreement to document our arrangement whereby we will cooperatively work together to market our products to potential customers.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔊 **Do Not Use This Agreement 'As-Is.'**
- 🔊 **This Agreement Is Not Legal Advice.**
- 🔊 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔊 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔊 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.

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Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.



[Company] and Marketing Partner desire to co-market the Products to potential customers within the defined Territory.

In consideration for the mutual promises, covenants, and Agreements made below, the parties, intending to be legally bound, agree as follows:

## 1. Definitions

For purposes of this Agreement, the following terms will have the indicated definitions:

- **“Agreement”** This Agreement is by and between [Company] and the Marketing Partner.
- **“Products”** Includes only those products listed on Exhibit A. [Company] may, at its option, modify the products listed on Exhibit A from time to time by providing written notice to the Marketing Partner not less than thirty (30) days prior to any such change. [Company] shall not be obligated to implement such modifications in the Products that have previously been delivered to any of its or the Marketing Partner’s customers.
- 🔊 Insert the specific Territory, for example, "the United States" or California.
- **“Territory”** The geographical territory covered by this Agreement is [Specify Territory].
- **“Term”** The duration of this Agreement as provided in Section 2.
- 🔊 While this definition of information is fairly comprehensive, you should modify it accordingly.
- **“Information”** Any documentation, customer information or other information disclosed by the party to the other that the disclosing party considers proprietary. Such information may include, but is not limited to, engineering, hardware, software, or other information that is not generally known relating to the Products, and other information concerning financial, accounting or marketing reports, analysis, forecasts, predictions or projections relating to the Products and / or to the business of either [Company] or the Marketing Partner.

## 2. Term & Termination

- 🔊 You should set the term of the Agreement here (in the first set of brackets). Renewal is automatic for additional like terms unless terminated for at least the second bracketed period of time prior to the expiration of a term.

2.1 **Term.** The initial term of this Agreement shall be for [one (1) year] commencing on the Effective Date first set forth above. Thereafter, renewal of the term of this Agreement will be automatic unless written notice of the termination is received by either party at least thirty [Enter period of time. i.e., 30] days prior to expiration. This Agreement shall continue in effect as set forth herein unless otherwise modified or terminated.

- 🔊 If you don't want to permit termination on 30 days notice, or wish to modify or delete this termination provision, you should do so.

2.2 **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice without liability of any kind to the other party.

This Agreement shall terminate upon the occurrence of any of the following: a Party becomes insolvent or generally fails to pay, or admits in writing its inability to pay, debts as they become due; or a Party applies for, consents to, or acquiesces in the appointment of, a trustee, receiver or other custodian for such Party or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for a Party or for a substantial part of its property and is not discharged within thirty days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is commenced in respect of a Party and if such case or proceeding is not commenced by such Party, it is consented to or acquiesced in by such Party or remains for thirty days undismissed.

### 3. Joint-Marketing Agreement

☞ We have tried to be as thorough as possible regarding the areas of cooperation. You should add to or take away from Section 3 where appropriate. None of the sections are commented as they are self-explanatory.

[Company] and the Marketing Partner shall cooperate in the areas of marketing, promotion, training and sales as follows:

3.1 **Marketing.** [Company] and the Marketing Partner shall work cooperatively within the Territory to assess viable market segments, applications, and potential customers for teleconferencing needs, including planning to meet future market needs.

3.2 **Promotion.** [Company] and the Marketing Partner shall plan and undertake joint seminars, open houses, public relations events, press releases, testimonials, demonstrations, and joint participation in trade shows, conventions and conferences, when appropriate. Both parties agree to jointly review all materials prior to being sent and approve in writing via mail or email, before any customer correspondence is released to the [Company] client base. The content of all promotional materials / activities shall be subject to the advance written approval of both parties.

3.3 **Training.** As part of the sales and marketing effort established in this Agreement, both [Company] and the Marketing Partner shall provide training and information to each party's assigned work force to provide an understanding of its services / products, applications, organization, and procedures that are relevant. The Management of each party shall each have the sole discretion to determine the numbers, levels and skills of its personnel assigned to the Co-Marketing program described in this Agreement, and the types of support resources it shall make available. Expenses for this program will be borne by the party incurring the expense unless otherwise agreed.

3.4 **Referrals & Presentations.** [Company] and the Marketing Partner shall engage in the exchange of customer leads, joint demonstrations and joint customer visits, presentations, and proposals, when appropriate.

☞ This is useful if your product is electronic – ebooks, seminars, software, etc. whereby you can simply fulfill via download.

3.5 **Web-Based Delivery.** Complete products (as listed under the “Products / Services Offered” in the attached Exhibit A) for Electronic Software Distribution (ESD) – electronically downloaded from the Internet – will be managed by a third party fulfillment company [like CyberSource or another] of [Company]'s choosing. Such third party fulfillment company shall act as a “clearing house” and provide regular reports to both [Company] and Partner as to the actual results of sales activities. In the event of a dispute, these reports shall be deemed accurate and the sole basis for determining any monies due either party.

☞ This Co-Marketing Agreement is not intended to be exclusive, Either party can enter into other similar Agreements with other companies or individuals.

3.6 **Other Agreements.** The parties each may enter into Agreements similar to this Agreement with other parties. Nothing in this Agreement shall be construed to preclude [Company] from selling or otherwise marketing any of its or another party's products or services directly or indirectly to any other customer, or through other distribution channels, either inside or outside the Territory.

3.7 **Partners' Authority.** Except as otherwise provided in this Agreement, no Party acting alone shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, the other Party. Each Party will indemnify the other Party against any claim, loss or damage.

3.8 **No Warranties.** Marketing Partner hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity.

## 4. [Company]’s Responsibilities

🔊 In the following section, as in Section 3, we have tried to be as thorough as possible regarding [Company]’s responsibilities. However, since every deal is unique, you will need to add to or delete the paragraphs where appropriate. None of the sections are commented as they are self-explanatory.

4.1 **Products.** [Company] shall sell or rent the Products to the customers pursuant to orders placed with [Company] pursuant to the Joint-Marketing efforts of the parties under this Agreement in accordance with [Company]’s standard documentation applicable to such a transaction, or any special contracts agreed to by both parties in advance;

4.2 **Costs.** [Company] will be responsible for costs, tracking and managing the entire campaign.

[Company] shall contribute the use of its staff to directly market via a series of campaigns, to the [Company] customer database, and track all sales for the purpose of payment of terms of this agreement.

4.3 **Information.** [Company] shall provide reasonable information and backup as agreed to by [Company] and the Marketing Partner in support of the customer proposals, trials, pilot programs inquiries and service requests;

4.4 **Install & Maintain Products.** [Company] shall provide installation and maintenance for Products sold or rented as a result of the Marketing Partner’s activities under this Agreement at [Company]’s standard prices, if requested by the Marketing Partner;

4.5 **Demonstration Equipment.** [Company] shall provide the Products on a purchase or rental basis to be used in customer demonstrations and pilot programs as part of the marketing / sales process;

4.6 **Training.** [Company] shall provide reasonable technical training on the Products to the Marketing Partner’s employees working with [Company] at [Company]’s facility at mutually agreed upon prices;

4.7 **Collateral Materials.** [Company] shall provide reasonable quantities of collateral materials as identified and agreed to by [Company] and the Marketing Partner in writing, in advance in support of the sales / marketing process;

4.8 **Additional Collateral Materials.** [Company] shall provide additional quantities of collateral materials to the Marketing Partner, in excess of quantities agreed to by the parties in advance, at cost, as reasonably requested.

## 5. Marketing Partner’s Responsibilities

🔊 As with Sections 3 and 4, we have tried to be as thorough as possible regarding the Marketing Partner’s responsibilities. However, since every deal is unique you will need to add to or delete paragraphs appropriate to your situation.

5.1 **Customer list.** Without violating any of its privacy policies, Marketing Partner shall promote [Company]’s Product(s) to its customer database via email and/or direct mail.

5.2 **Support Obligation.** Marketing Partner shall train, deploy and otherwise maintain a sales, engineering, installation and maintenance group for videoconferencing products and services covered under this Agreement as appropriate to respond to the Marketing Partner’s customers’ requirements.

🔊 In Section 5.2, for the first insert, be as specific as possible regarding the Products and the services to be marketed by the Marketing Partner. For the second insert, state the nature of the use of the Products. For example, if you are marketing videoconferencing systems, then the customers’ requirements are for videoconferencing.

5.3 **Market Services.** Marketing Partner shall market [List Products to be marketed] to meet the Marketing Partner's customers' [State the nature of use] requirements.

## 6. Financial Terms

[Company] will pay Marketing Partner according to the Compensation Schedule in Exhibit B attached.

6.1 **Suggested List Prices.** A copy of [Company]'s current price schedule for the Products / Services is described on the website [www.\[Company\].com](http://www.[Company].com). [Company] may change the suggested list prices of any Products / Services at any time. In the event Marketing Partner wants to offer a special promotion on any of [Company]'s Products/Services or Product Components, it may do so through prior agreement, and amended to Exhibit A.

6.2 **Taxes.** Both [Company] and Partner are responsible for payment of any/all respective taxes.

6.3 **Payment.** Partner will pay [Company] its balances due for all Products / Services purchased, within Thirty (30) days after the close of the fiscal month in which purchases were made.

6.4 **Interest.** Interest will accrue on any delinquent amounts owed at the rate of **1.5%** percent per month (18% APR), or the maximum rate permitted by applicable law, whichever is less.

🔊 It makes sense to include something about auditing because you want to keep them honest – this deal is fair because it establishes the conditions for paying for the audit.

6.5 **Auditing.** [Company] has the right to audit Partner's records and may do so by sending or designating a CPA of [Company]'s choice. If the audit proves that there is an inaccuracy of less than Five Percent (5%), [Company] will pay for the audit, if there is an inaccuracy of more than Five Percent (5%), Partner will pay for the audit.

## 7. Non-Disclosure of Proprietary Information

🔊 This section deals with the non-disclosure of proprietary information. This section is fairly straightforward and standard in these types of deals. Basically, it says that you cannot disclose information that you have learned about your fellow Marketing Partner as a result of this deal unless that information was otherwise known to you or is public information. In some cases, you may need to reveal certain Confidential Information; in those cases, you must notify the other party of the disclosure.

7.1 **Proprietary.** Each party to this Agreement may find it beneficial to disclose to the other party certain information. The parties understand and agree that information disclosed pursuant to this Agreement shall be considered proprietary because (1) it has been developed internally by the disclosing party, or (2) it has been received by the disclosing party subject to a continuing obligation to a third party to maintain the confidentiality of the information. Information disclosed pursuant to this Agreement that either party considers proprietary and that is provided in tangible form shall be marked confidential, proprietary or private. If such information is orally disclosed, it shall be identified by the disclosing party as being proprietary to that party in a writing sent to the receiving party no more than five (5) days after disclosure.

7.2 **Confidentiality.** With respect to such information, the party to whom the information is disclosed and its employees, consultants and other agents shall: (1) hold the information in confidence and protect it in accordance with the security measures with which it protects its own proprietary or confidential information, which it does not wish to disclose; (2) restrict disclosure of the information solely to those employees, consultants and other agents with a need to know, and not disclose such information to any other persons; (3) advise its employees, consultants and other agents with access to the information of their obligations with respect to the information; and (4) use the information only in connection with the terms of this Agreement, except as may otherwise be agreed to by the parties in writing.

7.3 **Non-Proprietary Information.** The party to whom information is disclosed shall have no obligation to treat as proprietary any information that: (1) was previously known to the receiving party free of any confidentiality obligation; (2) is disclosed to third parties by the disclosing party without restriction; (3) is or becomes publicly available other than by the receiving party's breach of its obligations; or (4) is independently developed by the receiving party.

7.4 **Disclosure of Information.** In the event a party to whom information has been disclosed proposes to disclose that information to an outside consultant or agent, it shall obtain the consent of the party from whom the information was originally received and arrange for the execution by the consultant or agent of a nondisclosure Agreement which has been approved by the party from whom the information was originally received. Such approval shall not be unreasonably withheld.

7.5 **Return of Information.** The information shall be deemed the property of the disclosing party and, upon request, the other party will return all information that is in tangible form to the disclosing party or destroy all such information.

7.6 **Disclosure to Affiliates.** Except as specifically provided in this Agreement, the parties agree not to provide information to any of their affiliated companies, without the prior written consent of the party disclosing the information.

This section, often titled “Miscellaneous,” lists a number of standard clauses found in most Agreements.

## 8. Intellectual Property Rights

🔊 Both parties should carefully review this next section. It involves the use and ownership of the others' trademarks and trade names and requires permission in most cases. Note that [Company] is granted permission to use the Marketing Partner's name in its promotional materials, but only to identify it as a customer.

8.1 **Trademarks & Trade Names.** Neither party shall use the name of the other party in any news release, public announcement, advertisement or other form of publicity without the prior written consent of the other party. [Company] is hereby granted permission to use the Marketing Partner's name in [Company]'s promotional materials for the sole purpose of identifying the Marketing Partner as a customer of [Company]. The Marketing Partner is hereby granted permission to use during the term of this Agreement the trademarks and trade names used by [Company] in connection with the Products and services covered by this Agreement. Such permission is expressly limited to uses by the Marketing Partner necessary to the performance of the Marketing Partner's obligations under this Agreement.

Marketing Partner hereby acknowledges [Company]'s exclusive ownership of such marks and names and that [Company]'s marks and names are renowned both worldwide and specifically in the Territory. The Marketing Partner agrees not to take any action inconsistent with such ownership and further agrees to take any action, including without limitation the conduct of legal proceedings at [Company]'s expense, which [Company] reasonably deems necessary to establish and preserve [Company]'s exclusive rights in and to its trademarks and trade names. Reproductions of [Company]'s trademarks, logos, symbols, etc., shall be true photographic reproductions.

8.2 **Labels.** The Marketing Partner will not remove, make or permit any alterations in any labels or other identifying markings placed by [Company] on any of its Products covered by this Agreement.

🔊 The Marketing Partner's only right is to co-market.

8.3 **No Rights.** No rights to manufacture are granted by [Company] to the Marketing Partner under this Agreement. Moreover, no licenses are granted or implied by this Agreement under any patents owned or controlled by [Company] or under which [Company] has rights, except the right to co-market the Products and services covered by this Agreement during the term and as contemplated herein.

## 9. General Provisions

☞ The General Provisions that follow are fairly standard. These provisions enhance the balance of the Agreement by explaining issues such as notice, assignment, legal remedies, waiver, and attorney fees.

9.1 **Independent Contractors.** The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

☞ You must decide which state governs this Agreement and where any legal action would be taken. Generally, it is your (company's) state of residence.

9.2 **Governing Law & Jurisdiction.** This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of [State], without reference to conflict of law principles. The parties hereto expressly consent to the jurisdiction and venue of the federal and state courts within the state of [State]. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

☞ This Agreement is intended to be the only Agreement, and that no other documents or communications are binding. Therefore, it is very important to make sure that everything [Company] and [Client] have agreed to is included in this Agreement. Otherwise, it is as if it was not agreed to.

9.3 **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

☞ Any changes to this Agreement must be in writing and signed by the party against whom that writing is to be used.

9.4 **All Amendments in Writing.** No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

☞ All notices between the parties must be in writing and either delivered in person or by certified or registered mail, return receipt requested.

9.5 **Notices.** Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

☞ In the event of a lawsuit or any legal proceeding involving this Agreement, the losing party will have to pay the winning party his or her costs and expenses, including reasonable attorney fees.

9.6 **Costs of Legal Action.** In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees

and court costs.

- ☞ Legal remedies, i.e., money damages, may not be sufficient; therefore, both parties agree to equitable remedies such as an injunction where the breaching party would be required to do or not to do something.

9.7 **Inadequate Legal Remedy.** Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

- ☞ Assuming the parties wish to use Arbitration in the event of a dispute, the following section should be included. You take your chances with an arbitrator, but it keeps legal costs down and keeps you out of a drawn out legal process.

9.8. **Arbitration.** Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in [County], [State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. [Company] and [Partner] intend that this Agreement to arbitrate be irrevocable.

- ☞ Merely delaying to bring an action that one party has a right to bring does not cause that party to lose or waive his right to pursue that action.

9.8 **Delay is Not a Waiver.** No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

- ☞ Neither party will be blamed if there is a problem resulting from something beyond its control, such as an earthquake, flood, war.

9.9 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

- ☞ This section limits the ability of either party to transfer any of its rights or delegate any of its duties to third parties.

- ☞ You want to make sure that you can sell your business along with all of the relationships you have developed along the way. (Often these relationships can add tremendous value to your business and you want to make sure that all of your agreements can be transferred to the new owners.) I wouldn't want to seek (let alone pay for) permission to sell my company.

- ☞ Generally, neither party may assign their respective rights to a third party; however, with the possible exception of assignment to a successor corporation or partnership, either party may transfer its rights or obligations under this Agreement without the approval of the other party. This Agreement would be binding on the 3rd party.

☞ However, you may want to limit each other's ability to pass along this deal to another possibly unknown and possibly unfriendly entity. The second paragraph prevents unauthorized transfer of responsibilities...

☞ CHOOSE one or the other of these two following paragraphs.

9.10 **Assignability & Binding Effect.** Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided, however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

☞ This paragraph DOES NOT ALLOW either party to transfer its rights to a successor company without prior approval.

9.10 **Non-Assignability & Binding Effect.** Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express  written permission of the other. Any such assignment is deemed null and void.

☞ If any part of this Agreement is unenforceable or invalid, the balance of the Agreement should still be enforced. Basically, ignore any sections that are invalid.

9.11 **Certain Sections Invalid.** If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

☞ The headings of the various sections are meant to explain or otherwise give meaning to those sections; they are for convenience only.

9.13 **Headings.** The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

☞ Even after the termination of the Agreement, the parties may still have certain responsibilities such as keeping information confidential.

9.14 **Survival of Certain Provisions.** The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

## Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

[Company]

Marketing Partner

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[Owner/Founder], [Title]

[Marketing Partner], [Title]



# Exhibit A

## Description of the Products

Prices are subject to change per [Company]'s sole discretion – current prices shall be displayed on eth [Company] website.

- Xxx
- Xxx
- Xxx



# Exhibit B

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## Compensation Schedule

🔊 We give you a couple of possibilities here to include a sale of a product as well as a sale of a subscription-based product or service – you can also incorporate both.

### Percentage of Sales

[Company] shall pay Marketing Partner a percentage of the monthly account cost for each client responding to our joint marketing agreement.

These funds will be paid to Marketing Partner 30 days after each monthly billing cycle occurs for all [products sold / accounts activated] by the end of the previous billing cycle per the terms and conditions agreed upon in the Joint Marketing Agreement above.

Reporting will be made available three days prior to the funds be printed as a check, for review by [Company].

Check will be postmarked by the  30<sup>th</sup> day after the monthly billing cycle.

🔊 ~ Or ~

### Allocations

[Company] shall pay Marketing Partner commissions on sales per the following percentages, based upon [purchases / active monthly accounts activated] by parties or persons solicited via the [Company]:

- [Month 1-12 of an active account will pay 20% of the monthly service fee]
- [Month 13-24 of an active account will pay 10% of the monthly service fee]
- [Month 25-36 of an active account will pay 5% of the monthly service fee]

These funds will be paid to Marketing Partner 30 days after each monthly billing cycle occurs for all [products sold / accounts activated] by the end of the previous billing cycle per the terms and conditions agreed upon in the Joint Marketing Agreement above.

Reporting will be made available three days prior to the funds be printed as a check, for review by [Company].

Check will be postmarked by the 30<sup>th</sup> day after the monthly billing cycle.

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