

Joint Marketing Agreement

This Joint Marketing Agreement (the "Agreement") is made effective this [NTH] day of [MONTH], [YEAR] under the [LAW/ACT] of [STATE/PROVINCE] between the following parties:

[NAME OF CLIENT], herein referred to as the "Client," an individual whose main area of residence is located at [STREET ADDRESS][CITY, STATE/PROVINCE][ZIP CODE]

AND

[NAME OF SENDER], herein referred to as the "Sender," an organization legally created under the [LAW/ACT] of [STATE/PROVINCE] with main office located at [STREET ADDRESS][CITY, STATE/PROVINCE][ZIP CODE]

TERMS AND CONDITIONS

The parties acknowledge and agree to uphold the following terms and conditions set forth by this Agreement:

1. CO-MARKETING PURSUITS

Both the Client and the Sender agree to uphold and execute the following co-marketing obligations to the best of their efforts:

[SPECIFY CO-MARKETING OBLIGATIONS HERE].

2. RESPONSIBILITIES

The following are the responsibilities the Client is obliged to:

[SPECIFY OTHER CLIENT RESPONSIBILITIES HERE]

The following are the exclusive responsibilities that Sender is obliged to carry out:

[SPECIFY SENDER'S RESPONSIBILITIES HERE]

The following are responsibilities that both the Client and the Sender are obliged to carry out:

[SPECIFY JOINT RESPONSIBILITIES OF CLIENT AND SENDER HERE]

3. OBTAINED INFORMATION AND DATA

The Client and the Sender agree to a mutual exchange of marketing information and data obtained while executing the responsibilities expected of both parties in this Agreement. Marketing information and data include, but not limited to, the following:

[SPECIFY MARKETING INFORMATION AND DATA HERE]

4. INTELLECTUAL PROPERTY

The Client and the Sender agree to keep safe and properly maintain any and all intellectual property. Intellectual property shall include, but not limited to, the following:

[SPECIFY INTELLECTUAL PROPERTY HERE]

5. CONFIDENTIALITY

The Client and the Sender agree to uphold any and all marketing information and data mentioned in Section C of this Agreement with utmost confidence. It is agreed that neither party shall disseminate or exchange any data or information with co-workers, family members, third parties, competitors, or any other business entity that is not officially part of this Agreement. Any need to share this data or information with another individual or party must first be put in writing and sent to the other party for approval. This written notice must be sent no less than [NUMBER] days prior to the proposed date.

6. EXCLUSIVITY

The Client and the Sender agree to not be involved in other similar joint marketing agreements with other individuals, third parties, competitors, or other entities that are not a part of this Agreement. Any party that wishes to involve itself in any joint

marketing agreement must send a written notice to the other party no more than [NUMBER][WEEKS/MONTHS] subsequent to the termination date of this Agreement. Unless a written notice of approval signed by both parties is presented, the said Party is eligible to join another joint marketing agreement.

7. TERM

This Agreement shall terminate on the [NTH] day of [MONTH], [YEAR], provided that all the responsibilities set forth by this Agreement are successfully and effectively executed by both the Client and the Sender.

8. GOVERNANCE AND AUTHORIZATION

This Agreement exists and shall be governed by the [LAW/ACT] of [STATE/PROVINCE] and all other applicable laws.

This Agreement has been certified legal and true by the following permits, licenses, and authorizations:

[SPECIFY PERMITS, LICENSES, AND AUTHORIZATIONS HERE]

9. TERMINATION

This Agreement shall be immediately terminated under the following conditions:

- a. Disclosure of confidential information to third party individuals or entities;
- b. Failure to comply with the obligations herein;
- c. Forging business relationships with other parties that compete with the products/services to be marketed under this Agreement;

d. [SPECIFY OTHER VIOLATIONS]

Should the Client and/or the Sender be found guilty of any of the aforesaid violations, this Agreement shall be effectively terminated provided that a notice of termination is sent to both parties no less than [NUMBER][DAYS/WEEKS] prior to the proposed termination date.

10. SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
- b. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[AUTHORIZED SIGNATURE]

[AUTHORIZED SIGNATURE]

[CLIENT'S NAME]

[SENDER'S NAME]

[JOB TITLE]

[JOB TITLE]

[DEPARTMENT NAME]

[DEPARTMENT NAME]

[COMPANY NAME]

[COMPANY NAME]