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Tip\* Press CTRL + F to easily search and replace YOUR\_COMPANY\_NAME with YOUR\_COMPANY\_NAME

**YOUR\_COMPANY\_NAME CO-BRANDING AGREEMENT**

* This Co-Branding Agreement is made and effective this DATE.
* **BETWEEN:**
* *YOUR\_COMPANY\_NAME (“The Business”), a company organized and existing under the laws of the (STATE/PROVINCE), with its head office located at:*
* *YOUR COMPLETE ADRESS.*
* **AND:**
* *STRATEGIC\_PARTNER\_NAME (“The Strategic Partner”), an individual with his main address located at OR a company organized and existing under the laws of the (STATE/PROVINCE) of (STATE/PROVINCE), with its head office located at:*
* *COMPLETE ADRESS.*
* **RECITALS:**
* *The Business in the business of offering products and services as described in Exhibit “A” through its online store or retail store which is located at (INSERT ADRESS).*
* *Strategic Partner is in the business of offering products and service to the general public and does not currently have a presence on the World Wide Web that enables customers to purchase its products and services online.*
* *The parties wish to enter into a mutually beneficial business relationship whereby Strategic Partner’s customers can have access to the business services provider by the Business through the creation of a co-branded website to be located on the server currently utilized by the Business in connection with its current website.*
* *The parties with to agree upon and register a unique Internet domain name for the location of the Co-Branded business.*
* NOW, THEREFORE, for good and valuable consideration, including the mutual promises and agreement set forth herein, the parties hereby agrees as follows:

1. **CREATION OF CO-BRANDED BUSINESS:**

* *The Business shall be responsible for the development of a version of the business’ current store or website which is co-branded and contains reference to both The Business and the Strategic Partner. The Co-Branded Business shall prominently display the identification of affiliation with the Strategic Partner including the prominent display of the logo and trademark of the Strategic Partner. The Co-Branded Business shall be functionally equivalent to the Business’ current store or website except it shall contain the co-branding aspects and features identified in this Agreement.*
* *Strategic Partner shall fully cooperate with The Business in the creation of Co-Branded store or website and shall promptly upon execution hereof deliver to The Business graphical images and text files on Zip disc which shall include the Strategic Partner’s logo in GIF or JPG format and any textual content necessary for the creation of the co-branding aspects of the Co-Branded Business.*
* *The Business shall use its reasonable efforts, with full cooperation from the Strategic Partner, to create the Co-Branded Business and have it fully functional online and retail within (NUMBER) days following the effective date hereof.*
* *The parties agree that they shall register the retail and domain name (INSERT ADDRESS) for use in connection with the Co-Branded Business. The Business shall be responsible for registering such retail and domain name. The parties acknowledge that they have mutually checked for availability of such retail and domain name as of the effective date hereof that such retail and domain name is available.*

1. **PROMOTION OF CO-BRANDED BUSINESS:**

* *The parties shall issue a joint press release announcing the affiliation created by this Agreement and the launching of the Co-Branded Business. Such press release shall be in mutually satisfactory form and content and shall be released through such services and agencies that are mutually agreed by parties. The cost of the press release shall be equally shared by the parties.*
* *Strategic Partners represents, warrants and agrees that it is in the mutual interest of both Strategic Partner and Business that Strategic Partner uses all efforts necessary to market and channel business through the Co-Branded store or online website. To that end, Strategic Partner shall use all reasonable commercial efforts to maximize the total number of Internet and retail uses who gain access to the Co-Branded Location. Strategic Partner shall assure that the Co-Branded business is listed in all available search engines and appears in the appropriate categories and shall make all reasonable efforts to maximize search engine result placement. Strategic Partner shall establish linking arrangements and banner advertising arrangements to promote the Co-Branded Business.*
* *Strategic Partner agrees to promote the Co-Branded Business in connection with its offline promotions and part of its normal advertising activities, Strategic Partner shall promote the Co-Branded Business in all of its printed promotional materials, and television advertising it may place, at tradeshows and conventions, and through print and broadcast new media. Strategic Partner further agrees to promote the Co-Branded Business through its existing customer base through an Email, newsletter and through direct mail promotions.*

1. **TECHNICAL SUPPORT AND CONSULTATION BY THE BUSINESS:**

* *The Business shall serve as Retail or Internet contact for users of the Co-Branded Business and shall provide technical assistance to users who direct Email technical questions relative to the Co-Branded Business. The Business shall use reasonable efforts to promptly respond to all such bona fide and reasonable user questions regarding the Co-Branded Business. Technical support need only be provided during The Business normal “offline” business hours.*

1. **PROPERIETARY RIGHTS:**

* *The Business shall retain all right, title and interest in and to all of its trademarks, service marks, copyrights, patents, trade secrets and confidential information. Strategic Partner shall not gain any rights in and to the same by virtue of this Agreement or otherwise except as specifically provided in this Agreement and subject to all the terms and conditions contained in this Agreement.*
* *Strategic Partner shall have non-exclusive, worldwide license to use only such trademarks as use provided by the Business for use in connection with the promotion of the Co-Branding Business. Such license shall only be for the period of this Agreement. Such materials shall only be used by the Strategic Partner in connection with the promotion of the Co-Branded Business and shall only be used in the form that is delivered to Strategic Partner by the Business. All advertising and promotional materials that integrate the trademarks of the Business shall first be presented to the Business for review and approval in its discretion.*

1. **RESTRICTIVE COVENANT:**

* *Strategic Partner agrees that during the term of this Agreement and for a period of (NUMBER) months thereafter, Strategic Partner shall not enter into any Co-Branding or other similar relationship with any other party that competes, directly or indirectly, with the products or services of The Business, the business conducted by or through the Co-Branded Business.*
* *The parties acknowledge and agree that any and all information provided to the by the other party which is deemed to the Confidential Information by the disclosing party shall be held in the strictest of confidence by the receiving party and such receiving party shall not disclose or use any such Confidential Information for its own purposes or for the purposes of any other party, except as specifically permitted pursuant to the terms of this Agreement.*
* *As defined herein, Confidential Information, shall include, but shall not be limited to this Agreement and any terms contained herein, any other information identified in writing or orally as being confidential and proprietary, any all the business plans, customer lists, software, data, usage statistics, marketing plans, business structure, financial plans or other financial information, earnings, or any other information deemed by the delivering party to be confidential and proprietary.*
* *Each party shall take affirmative steps to protect from disclosure any and all Confidential Information of the other party and shall take the same actions to protect such information that it takes to protect its own Confidential Information.*

1. **MUTUAL HOLD HARMLESS:**

* *Each of the parties hereby indemnifies, protects and holds harmless the other party from and against any and all claims, suits, threats and demands. Actions, causes of action, liabilities, damages and all costs, expenses and attorney fees related to (i) any representation and warranty made by the other party pursuant to this Agreement, (ii) any claim arising out of the proprietary rights of any third party related to items that are the responsibility of the indemnifying party pursuant to the terms of this Agreement, (iii) any claim arising from the use of the trademarks and logos of the indemnifying party, (iv) arising out of the responsibilities of or involvement of the other party with respect to the Co-Branding Business.*

1. **COMPENSATION:**

* *Strategic Partner shall be paid equal to (AMOUNT) for its services in creating the Co-Branding Business. Such amount shall be paid as follows:*
* An amount equal to (AMOUNT) on or before the Effective DATA of this Agreement.
* An amount equal to (AMOUNT) on or before (DATE).
* An amount equal to (AMOUNT) on or before the data that the Co-Branded Business is launched.
* *The Business shall pay to the Strategic Partner, on a quarterly basis, an amount calculated based upon a percentage of the total advertising revenues, received by The Business for advertising on the Business’ website or store. The percentage of advertising revenues shall be based on a fraction, the numerator of which shall be the total number of impressions on the Business’ web relative to internet users who arrive to the Business’ web through the Con-Branded Business or the Strategic Partner’s website.*

1. **REPRESENTATION AND WARRANTIES OF THE PARTIES:**

* *The representing party has the full power and unrestricted authority to enter into this Agreement. Entering this Agreement and performing the obligations hereunder does not conflict with and is not prohibited under the terms of any other agreement, document, law, rule, regulation or court order to which the representing party is subject.*
* *Each of the parties has the full power and unrestricted authority to grant the licenses that are granted herein. The granting of such licenses does not interfere with the rights of any third party. Each party has the full rights in and to all of its Proprietary Rights and such Proprietary Rights do not infringe upon the rights of any other party.*

1. **TERM AND TERMINATION:**

* *The initial term shall be for a period of (NUMBER) years. Thereafter, this Agreement shall automatically renew for successive period of (NUMBER) year each unless it is sooner terminated pursuant to the terms hereof or unless either party gives written notice that it does not wish to renew the term of this Agreement at least (NUMBER) days and no more than (NUMBER) days prior to the expiration of the then existing term or renewal term.*
* *Notwithstanding the above, either party may terminate this Agreement, with our without cause upon delivering (NUMBER) days advanced written notice of its intention to terminate this Agreement. Thereafter, this Agreement shall terminate (NUMBER) days from the date of such written notice.*
* *Either party may immediately terminate this Agreement upon written notice to the other party upon the occurrence of any the following events, (i) the other party files a petition for bankruptcy, voluntary or involuntary, (ii) the other party has a receiver appointed or makes an assignment for the benefit of its creditors, (iii) either party dissolves or ceases to actively engage in business, (iv) either party defaults under or substantially breaches any obligation hereunder and the same is not substantially cured within (NUMBER) days after written notice from the other party.*

1. **ENTIRE AGREEMENT:**

* *This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof. Any previous written or oral statements, representations, communications or agreements or every nature shall be merged into the terms of this Agreement. This Agreement may be modified or amended only in a written amendment, duly executed by authorized representatives of both of the parties.*

1. **GOVERNING LAW:**

* *This Agreement shall be interpreted under the laws of the (STATE/PROVINCE) of (STATE/PROVINCE). Any and all legal actions relative hereto shall be in the counts of (STATE/PROVINCE).*

1. **MISCELLANEOUS CLAUSES:**

* *Neither party shall be liable for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, power outages, natural disaster, governmental regulations, communication or utility failures, or casualties.*
* *The parties agree that their relationship shall be that of independent contractors and nothing in this Agreement or the relationship between the parties shall be constructed as making them joint ventures, partners, employer/employees, franchisor/franchisee, master/servant, or any legal relationship other than independent contacting parties. Each party shall be responsible for their own income taxes and any withholding thereof. Neither party shall have the authority, express or implied, to act on behalf of the other or to bind the other to any contract, obligation, debt, responsibility or obligation of any nature or kind.*
* *In any legal action between the parties relating to the subject matter hereof, the prevailing party shall be entitled to an award of all costs and reasonable attorney fees related to such action.*