**CO-BRANDING AGREEMENT**

The Co-Branding Agreement (referred as the “Agreement”) is entered and made effective on [INSERT COMPLETE DATE OF THE EFFECTIVITY] (referred to as the “Effective Date”).

**BY AND BETWEEN**

**COMPANY A** (referred to as the “**Company**”), a corporation, duly formed under the [SPECIFY UNDER WHAT LAW THE ENTITY IS REGISTERED] with its primary place of business located at [INSERT COMPLETE LOCATION ADDRESS].

**AND**

**COMPANY B** (referred to as the “**Co-Branded Company**”), a corporation, duly formed and under the [SPECIFY UNDER WHAT LAW THE ENTITY IS REGISTERED] and with its primary place of business located at [INSERT COMPLETE LOCATION ADDRESS].

The Company and the Co-Branded Company are hereby referred to as the “Parties” in this Co-Branding Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, both the COMPANY and the CO-BRANDED COMPANY that are legally bound by this Agreement, agree to the following:

**WHEREAS:**

1. The Parties agree to bind themselves to one another.
2. The other Party agree to include the web page of the other Party.
3. That both Parties will support each other financially in running the business.
4. COMPANY will include the concept of the CO-BRANDED COMPANY in its website.

**Co-Branding**

CO-BRANDED COMPANY agrees to provide services in order to advertise and promote the COMPANY’s goods and other related products. Furthermore, the COMPANY’s goods and services should be available on the CO-BRANDED COMPANY’s website in accordance with the terms and conditions set forth under this Agreement.

**Services that Link Both Parties**

CO-BRANDED COMPANY agrees to consolidate any graphical or trade name provided by the COMPANY as stated under this Agreement. CO-BRANDED COMPANY acknowledges to consolidate the resources provided by the COMPANY. Moreover, COMPANY agrees to consolidate as well any graphical or trade name provided by the CO-BRANDED COMPANY as stated under this Agreement. COMPANY shall display all necessary information for users on the CO-BRANDED COMPANY’s website.

Within [SPECIFY NUMBER OF DAYS] of the effective date, COMPANY shall provide all needed equipment to the CO-BRANDED COMPANY as specified herein. The execution of this Co-Branding Agreement, the CO-BRANDED COMPANY is in full authority in providing all essential services to the COMPANY.

**Proprietary Rights**

COMPANY authorizes CO-BRANDED COMPANY a non-exclusive license. This is for the terms and conditions of this Agreement and should be within the CO-BRANDED COMPANY’s site. COMPANY and CO-BRANDED COMPANY hereby acknowledge that either party has the right to create precise references containing information about trademarks, trade names, as well as service marks. These are in relation to the execution of this Agreement. Furthermore, it includes information for notices and advertisements for the COMPANY’s site.

**Co-Branded Site Promotion**

COMPANY agrees to maintain and develop co-branded sites in accordance with the terms and conditions set forth under this Agreement. COMPANY shall conduct promotional activities for effective marketing. Both the COMPANY and the CO-BRANDED COMPANY shall engage in good faith all reasonable efforts to establish promotional marketing activities that will surely help facilitate the business towards the target market.

**Fees and Other Costs**

COMPANY shall provide payment to CO-BRANDED COMPANY regarding sales and advertising commissions. Such payment will be calculated pursuant to the stated formula contained herein and consolidated by reference. Payment shall be done within [SPECIFY NUMBER OF DAYS] days, and shall come together with an accurate statement. The statement shall provide basis for such fees and other related costs. All sales and other taxes or related fees received by CO-BRANDED COMPANY from COMPANY should be paid by CO-BRANDED COMPANY. Each party are liable for all sales and other taxes as stated under the terms and conditions of this Agreement. COMPANY acknowledges that after [SPECIFY NUMBER OF DAYS] days, all unpaid fees shall be accrued with [SPECIFY PERCENTAGE VALUE] % per month. COMPANY will then pay all interests in addition to other fees that are already due.

**Taxes**

During the course of the Co-Branding Agreement between the Company and the Co-Branded Company, either of the two parties will pay the imposed taxes. This will depend on what both parties have agreed upon.

**Delivery of Products**

Both Parties must be able to deliver to the other what is due. Both parties must be able to deliver the products and services required within the time frame set. The time schedule as stipulated is [INSERT THE TIME FRAME]. In the event there is delay in the performance of the task, certain measures must be followed.

**Auditing**

COMPANY shall maintain business and other important records that constitute information regarding all fees and charges. Throughout the term of this Co-Branding Agreement, CO-BRANDED COMPANY reserves the full right to have its accountants assess the records. This is to certify the veracity of all reports as well as in assessing the amount of fees due. In the event of underpayment to CO-BRANDED COMPANY, COMPANY must pay the additional fees due to CO-BRANDED COMPANY, this is in accordance to the audit information set forth under this Agreement. COMPANY shall pay to CO-BRANDED COMPANY all expenses related to the said audit.

**Disclaimer and Warranties**

COMPANY warrants to CO-BRANDED COMPANY that:

* COMPANY reserves the full right to enter into execution all obligations set forth under this Agreement.
* COMPANY must execute its responsibilities in a reasonable manner.
* CO-BRANDED COMPANY represents and warrants to COMPANY that:
	+ CO-BRANDED COMPANY has the control to enter into its liabilities under the terms and conditions of this Agreement.
	+ CO-BRANDED COMPANY’s icon shall not contain any materials that will violate any applicable regulation or breach of property.
	+ CO-BRANDED COMPANY owns the CO-BRANDED COMPANY’s icon or logo and all property rights that are contained herein.

**Disclaimer:**

EXCEPT AS REASONABLY DESCRIBED UNDER THIS AGREEMENT, EITHER THE COMPANY OR THE CO-BRANDED COMPANY SHALL MAKE NO OTHER WARRANTIES WITHOUT LIMITATION AND ANY PURPOSE THAT CONCERNS THE SUBJECT MATTER OF THIS CO-BRANDING AGREEMENT.

**Indemnification**

COMPANY: COMPANY acknowledges to indemnify and hold harmless the CO-BRANDED COMPANY and its representatives against any disputes and claims. These include attorney’s fees, in the event actions are based on:

* All statements that CO-BRANDED site or COMPANY icon breaches any third party’s trademark or other related right.
* All negligence towards a third party.
* All licenses of COMPANY’s goods and services towards any third party.

CO-BRANDED COMPANY: CO-BRANDED COMPANY acknowledges to indemnify and hold harmless the COMPANY and its representatives against any disputes and claims. These include attorney’s fees, in the event actions are based on:

* All statements that CO-BRANDED COMPANY icon breaches any third party’s trademark or other related right.
* All negligence towards a third party.
* All licenses of CO-BRANDED COMPANY’s goods and services towards any third party.

**Term and Termination of this Agreement**

The Agreement will continue until [INSERT THE DURATION OF THE CO-BRANDING AGREEMENT]. Within the period, the provisions provided in this Agreement will continue and take full force between the agreed Parties or if the Parties will agree to an earlier termination of the Co-Branding Agreement. Once the termination of this Co-Branding Agreement will take into effect, both Parties are obliged to return everything what is due to each other.

Furthermore, this Agreement may be terminated by either the COMPANY or the BRANDED COMPANY upon [SPECIFY NUMBER OF DAYS] day’s written notice. Such written notice shall be given to the other party in case of infringement of this Co-Branding Agreement.

**Confidentiality and Non-Disclosure**

Unless otherwise agreed to in advance and in writing, both the COMPANY and the CO-BRANDED COMPANY shall not disclose, share, publish, assign, or sell any confidential Information to any third party about the business that they are engaged in and any confidential information of the other party.

The Parties of this Co-Branding Agreement are the only entities entitled to the use of the information provided and shared through this Agreement.

**Repealing Clause**

In the event that there are changes made to this Co-Branding Agreement, either Party who made the changes must provide the variations in writing and notify the other party for [INSERT HOW MANY DAYS] Any changes made verbally will not be honored but will retroact to the original provisions to this Co-Branding Agreement.

**Intellectual Property Rights**

Both parties have agreed that CO-BRANDED COMPANY shall obtain all the Intellectual Property rights of the products and or services being produced by the COMPANY. Furthermore, this includes but not limited to, the rights on copyright and trademark stated herein.

**Limitation of Liability**

Neither the COMPANY nor the CO-BRANDED COMPANY or any party who had a hand in the production and the delivery of the products/services will be liable for any incidental, indirect, or consequential damages resulting from or relevant to the performance, the use or the inability thereof on the products/services created and delivered.

**Indemnification**

The COMPANY concedes to indemnify, protect and to defend the CO-BRANDED COMPANY against any damages, claims, lawsuits and costs that may arise pertaining to the products and or services which include legal fees as a result of the any act that may be done by CO-BRANDED COMPANY.

**Relationship of the Parties**

The Parties are independent contractors of one another and are not in any way connected with each other in terms of employment relations. Either Party cannot claim any benefits that a normal employee may enjoy. It is also understood that this Co-Branding Agreement is not in any way a joint venture.

**Assignments of Rights**

Both the COMPANY and the CO-BRANDED COMPANY are not authorized to appoint or to transfer any of its rights or obligations as specified on this Agreement to any third party without the consent and the approval of the other.

**Notices**

The Parties agree that in cases wherein notification is needed, the following measures must be observed:

* All notices shall be sent to the accurate addresses given by either party.
* Other important documents shall be attached to the notice pursuant to the terms described under this Agreement.
* Furthermore, all notices must be through writing.

**General Agreement**

This Agreement and all documents and information enclosed herein make up the whole agreement between the COMPANY and the CO-BRANDED COMPANY as regards the subject of this Agreement. Any other agreements, representations and warranties made by the parties before or after the creation of this Agreement will be deemed insignificant and non-existent making this Agreement the only document to be referenced herein by the parties.

**Settlement of Disputes, Governing Law & Arbitration**

1. 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.
2. 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.
3. 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.
4. 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.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

**Severability**

Should any provision of this Co-Branding Agreement be held to be illegal, invalid or unenforceable, such provisions may be terminated or may be modified by the competent court. The remaining part will still take effect and shall remain in full force and shall be construed in accordance with the modified provision.

**IN WITNESS WHEREOF,** and with the intention to be legally bound with each other, and with the appearance of the signature of both parties will render the acceptance of the terms and conditions of this Co-Branding Agreement.

**BY THE COMPANY:**

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| --- | --- |
| Signature: |  |
| Name: |  |
| Position: |  |

**BY THE CO-BRANDED COMPANY:**

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| --- | --- |
| Signature: |  |
| Name: |  |
| Position: |  |

**BY THE WITNESSES:**

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| --- | --- |
| Signature: |  |
| Name: |  |
| Position: |  |

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| --- | --- |
| Signature: |  |
| Name: |  |
| Position: |  |