

WHITE LABEL AGREEMENT

Location: _____ Date: _____

PARTIES:

Company Name (White Label Provider): _____

Address: _____

Contact Person: _____

Phone/Email: _____

AND

Client (White Label Reseller):

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

1. DEFINITIONS

In this Agreement, capitalized terms shall have the meanings set forth herein or as otherwise defined in the relevant sections.

2. APPOINTMENT

The White Label Provider hereby appoints the Reseller as a non-exclusive reseller authorized to market, promote, and sell the Provider's products and services under the Reseller's own branding and marks subject to the terms of this Agreement.

3. TERM

This Agreement shall commence upon execution and shall continue until terminated by either party as provided herein.

4. RESELLER OBLIGATIONS

The Reseller agrees to diligently market and promote the Provider's products and services, maintain accurate records, comply with applicable laws, and refrain from making any representations or warranties beyond those authorized by the Provider.

5. PROVIDER OBLIGATIONS

The Provider shall supply the Reseller with the products and services, provide timely support, maintain product quality and compliance, and pay commissions as set forth herein.

6. PRICING AND PAYMENT

Pricing of products and services shall be established by the Provider. The Reseller shall pay the Provider the agreed amounts less any commissions or fees. Payment terms and schedules shall be as outlined in the attached Schedule.

7. INTELLECTUAL PROPERTY

The Provider retains all rights, title, and interest in its intellectual property. The Reseller is granted a limited, non-transferable license to use the Provider's trademarks and branding solely in connection with marketing the products

and services as authorized.

8. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary or confidential information obtained during the term of this Agreement and to use such information only for purposes of performing obligations hereunder.

9. WARRANTIES AND DISCLAIMERS

Each party represents that it has the authority to enter into this Agreement. EXCEPT AS EXPRESSLY PROVIDED, PRODUCTS AND SERVICES ARE PROVIDED 'AS IS' WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party from any claims, damages, liabilities, and expenses arising from breach of this Agreement, negligence, or willful misconduct.

12. COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of their obligations under this Agreement.

13. TERMINATION

Either party may terminate this Agreement upon written notice for material breach if such breach remains uncured after thirty (30) days. Upon termination, all rights and licenses granted shall cease, and all outstanding payments shall become due.

14. EFFECT OF TERMINATION

Termination shall not relieve either party from obligations incurred prior to termination, including payment obligations, confidentiality, and indemnification provisions.

15. INDEPENDENT CONTRACTORS

The relationship of the parties is solely that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, agency, or employment relationship.

16. ASSIGNMENT

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to a successor in interest of a merger or sale of substantially all assets.

17. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, courier, certified mail, or electronic means with confirmation to the addresses set forth herein or as updated by written notice.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

19. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

20. ENTIRE AGREEMENT

This Agreement, including all exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations.

21. AMENDMENTS

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

22. WAIVER

Failure to enforce any provision shall not constitute a waiver of such provision or any other rights hereunder.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

24. SIGNATURES

The parties have executed this Agreement through their duly authorized representatives.

WHITE LABEL PROVIDER SIGNATURE

RESELLER SIGNATURE

Signature: _____

Signature: _____

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