

Commercial Contract

Co-Branding Agreement for Marketing



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

HEAD OFFICE

4th Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road,
Lahore

Tel: (92 42) 111 111 456, Fax: (92 42) 36304926-7
helpdesk@smeda.org.pk

REGIONAL OFFICE PUNJAB	REGIONAL OFFICE SINDH	REGIONAL OFFICE KPK	REGIONAL OFFICE BALOCHISTAN
3 rd Floor, Building No. 3, Aiwan-e-Iqbal Complex, Egerton Road Lahore, Tel: (042) 111-111-456 Fax: (042) 36304926-7 helpdesk.punjab@smeda.org.pk	5 TH Floor, Bahria Complex II, M.T. Khan Road, Karachi. Tel: (021) 111-111-456 Fax: (021) 5610572 helpdesk-khi@smeda.org.pk	Ground Floor State Life Building The Mall, Peshawar. Tel: (091) 9213046-47 Fax: (091) 286908 helpdesk-pew@smeda.org.pk	Bungalow No. 15-A Chaman Housing Scheme Airport Road, Quetta. Tel: (081) 831623, 831702 Fax: (081) 831922 helpdesk-qta@smeda.org.pk

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Legal Services, SMEDA-PUNJAB

The Legal Services (LS) is a part of Punjab office of the Small Medium Enterprises Development Authority (SMEDA) and plays a key role in providing an overall facilitation and support to the small and medium businesses. Information dissemination among the SMEs on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as of the shelf commercial contract templates will provide the users with ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions. However, SMEDA, accepts no responsibility and expressively disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

Co-Branding Agreement for Marketing

This Agreement is executed at (Place) ----- on this (Day) -----
----- of (Month) ----- (Year) -----.

Between

1. ABC, is a marketing company incorporated in ----- (country name) and having its principal office/s at ----- (address),

And

2. XYZ, is a clothing brand incorporated in ----- (country name) and having its principal office/s at ----- (address),

WHEREAS

ABC Company operates a website through which it offers marketing and selling services.

XYZ, Company is a company engaged in the business of production and selling of clothing and fashion wear.

And

WHEREAS, the XYZ Company desires to acquire marketing services by co-branding with the ABC Company to enable the customers to purchase its products through ABC Company’s website.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. Co-Branding:-

Subject to the terms and conditions of this Agreement, ABC Company agrees to provide marketing services through its website to promote XYZ Company’s products for sale under a co-brand.

2. Linking Services:-

2.1. ABC Company agrees to incorporate and display the graphical image file and/or trade name or mark provided by XYZ Company on its website as a co-brand product.

2.2. Under this Agreement, ABC Company shall be entitled to get consideration of Rs. /\$ ----- per month or per year against the total sum of Rs. /\$ -----in mutually agreed form of payment.

3. Grant of Airtime on Website:-

3.1. ABC Company shall grant to XYZ Company, airtime on the ABC Company's website for a period of ----- years from the date of commencement of such service provided that such commencement shall begin no later than day----- month, ----- year. Such broadcast airtime shall be started at ----- till ----- (time) as per the following schedule.

Broadcast Airtime Schedule (Per day)

Day of Week

Day----- (---) hours

Day----- (---) hours

Day----- (---) hours

3.2 Upon expiry of the period of agreement ----- months/years, parties shall consult with a view to agreeing to the provision of such services for a further period.

4. Payment(s) for ABC Company:-

The Consideration for the ABC Company's co-branding services shall be Rs. /\$ ----- as per the following payment schedule:

Sr No.	Period of Time	Amount (Rs. /\$.)	Mode of Payment
1.	Date		Cheque / Cash
2.	Date		Cheque / Cash
3.	Date		Cheque / Cash

5. Royalties:-

In addition to the payment payable as agreed mutually in this agreement, XYZ Company shall pay to ABC Company a royalty of -----% of such co-branding. The royalties shall be paid quarterly in arrears.

6. Representations and Warranties:-

6.1 Representations and Warranties by ABC Company:

ABC Company, represents and warrants to XYZ Company that the information contained in this agreement is true, complete and accurate in all material aspects.

6.2 Representations and Warranties by XYZ Company:

XYZ Company represents and warrants to ABC Company, that the information contained in this agreement is true, complete and accurate in all material aspects and that this agreement constitutes legally binding obligations for ABC Company.

6.2.1 Both the Companies have the power to enter into and perform this Agreement and this Agreement has been duly authorized and executed by, and constitute legally binding obligations for both the companies.

7. Confidentiality:-

Neither of the parties hereto shall divulge to any person (other than its officers, employees and professional advisors on a need to know basis) or use for any purpose any of the trade secrets or confidential information or any financial or trading information relating to the other party which it acquires as a result of entering into this agreement whether directly or indirectly. Each of the parties shall ensure to prevent its employees from doing anything which, if done by the party, would be a breach of this agreement. This restriction shall continue to apply after the expiration or termination of this Agreement without limit in point of time but shall cease to apply to secrets or information which come into the public domain through no fault of the party concerned. If there is any requirement of any Government or Regulatory Authority for disclosure of information and/or making of any announcement, the relevant party shall notwithstanding the provisions of this agreement be entitled to comply with such requirement but shall consult the other party.

8. Notices:-

All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, courier service or personal delivery return, receipt requested,

If to the ABC Company:

Address: -----

If to XYZ Company:

Address -----

9. Amendment and Waiver:-

No amendment, supplement or modification of or to any provision of this Agreement or any of the other agreements referred to herein, or any waiver of any such provision or consent to any departure by any party from the terms of any such provision shall be effective unless agreed in writing.

10. Governing Law(s)/Jurisdiction:-

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws for time being enforced in (Country Name).

11. Expenses:-

Each party shall pay its own costs and disbursements of and incidental to this Agreement and the transactions contemplated hereunder.

12. Taxation:-

Every partner shall be responsible for his/her any applicable taxes in relation to this agreement.

13. Arbitration:-

In case of dispute the matter shall be decided mutually or through arbitration

14. Effective Date

This deed of agreement shall be effective from the date -----day----month----year.

IN WITNESSES WHERE OF THE PARTIES HAVE SET THEIR HANDS ON THIS -----DAY -----MONTH, ----- YEAR AT -----PLACE

**For and on behalf of the
ABC Company**

**For and on behalf of the
XYZ Company**

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC / Passport # _____

CNIC / Passport # _____

WITNESS # 1

WITNESS # 2

Signature: _____

Signature: _____

Name: _____

Name: _____

CNIC / Passport # _____

CNIC / Passport # _____