

DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between:

MANUFACTURER, a _____ Corporation, carrying on
business in _____ (the "Manufacturer")
OF THE FIRST PART
and

DISTRIBUTOR, an _____ Corporation, carrying on business
in _____ (the "Distributor")
OF THE SECOND PART

WHEREAS:

- A. Manufacturer _____ manufactures _____ and _____ wholesales _____;
- B. Manufacturer wishes to appoint Distributor as a non-exclusive distributor for _____, and its sole and exclusive distributor in the Province of [insert name of province] (the "Territory");
- C. Distributor wishes to be the exclusive distributor for Manufacturer's Products in the Territory.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration given by each party to the other, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

- (a) "Products" - means all _____ sold or manufactured by the Manufacturer;
- (b) "Current Product List" - the document attached hereto and incorporated herein, as Exhibit "A";
- (c) "Territory" - [insert name of province];
- (d) "Person" - any natural person, corporation, partnership, or other entity or association.

2. GRANT OF DISTRIBUTORSHIP

On the terms provided herein, Manufacturer hereby appoints Distributor as its non-exclusive distributor in and for the _____ and its sole and exclusive distributor, in the Territory, for the Products, for resale, lease, or rent. Distributor accepts such appointment upon such terms.

3. TERM

- (a) Unless sooner terminated in accordance with the provisions hereof, this Agreement commencing on the date hereof shall expire on _____.

- (b) At or before the expiration of this Agreement the parties shall negotiate in good faith for the renewal or extension of this Agreement, provided that Distributor has, upon the expiration of the term hereof, fully complied with its obligations hereunder.