



# Distributor Agreement (Software) (Exclusive)

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## **DISTRIBUTOR AGREEMENT (SOFTWARE) (EXCLUSIVE)**

**THIS AGREEMENT** is made on the date specified in the Schedule

### **PARTIES:**

1. The party identified in the Schedule and hereinafter referred to as **“the Distributor”**
2. The party identified in the Schedule and hereinafter referred to as **“the Supplier”**

### **PREAMBLE:**

- A. The Supplier owns all right, title and interest in the Software referred to in this Agreement.
- B. The Supplier has agreed to grant to the Distributor an exclusive license to market, distribute, sub-license and support the Software in the Exclusive Territory on the terms and conditions of this Agreement.

### **IT IS AGREED AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

**“Agreement”** includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

**“Confidential Information”** means information that is by its nature confidential or is designated by a party as confidential and includes information:

- (a) comprised in or relating to any Intellectual Property Rights of a party;
- (b) relating to the financial position of a party or to any matter that does or may affect the financial position or reputation of a party;