

# Mutual Distribution Agreement Form with Confidentiality Sample

A **mutual distribution agreement form** with confidentiality sample outlines the terms and conditions between parties to distribute products while protecting sensitive information. This document ensures that both parties agree to maintain confidentiality and clearly defines the scope of the distribution partnership. Using a well-drafted sample helps streamline the negotiation and safeguard proprietary data effectively.

## Mutual Distribution Agreement

This Mutual Distribution Agreement ("Agreement") is entered into on this **[Date]** by and between:

- **Party A:** [Full Legal Name], [Address]
- **Party B:** [Full Legal Name], [Address]

### 1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which both parties will distribute each other's products/services and to ensure the protection of any confidential information exchanged.

### 2. Distribution Rights

- a. Each party grants to the other a non-exclusive, non-transferable right to distribute their respective products/services as outlined in Attachment A.
- b. Both parties shall use best efforts to market, promote, and sell the distributed products/services.

### 3. Confidentiality

- a. "Confidential Information" means any technical, commercial, or other proprietary information disclosed by either party under this Agreement, whether oral or written, and marked as confidential.
- b. Both parties agree not to disclose, use, or permit the use of Confidential Information except as necessary for the performance of this Agreement.
- c. Confidentiality obligations shall survive the termination of this Agreement for a period of **[X] years**.

### 4. Term & Termination

- a. This Agreement shall commence on the above Effective Date and continue for a period of **[X] years** unless terminated by either party with **[30/60]** days' written notice.
- b. Upon termination, all distribution rights will cease, and any Confidential Information must be returned or destroyed.

### 5. Miscellaneous

- a. This Agreement constitutes the entire agreement between the parties regarding its subject matter.
- b. Any amendment to this Agreement must be in writing and signed by both parties.
- c. The Agreement shall be governed by the laws of **[State/Country]**.

#### Party A

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### Party B

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachment A: List of Products/Services for Distribution (to be appended by both parties).