**Partnering Agreement**

This Partnering Agreement (“Agreement”) is between COMPANY A (hereafter “Originating Partner”) with registered address Alphabet Street 123, XX 98765, Country and COMPANY B (hereafter “Delivering Partner”) with registered address Number Way 456, XX 98765, Country.

Originating Partner and Delivering Partner agree to be bound by all of the terms and conditions of this Agreement. For good and valuable consideration, the parties agree as follows:

**1. Scope of Agreement.**

(a) This Agreement addresses certain aspects of the manner in which the parties will conduct business with each other. The parties acknowledge and agree that it might be necessary and advisable for them to enter into one or more agreements that set forth their respective obligations concerning the actual performance of services, price and payment terms, and other business and legal terms relating to the arrangement between them. The parties agree to negotiate such further agreements in good faith, in accordance with the terms and conditions of this Agreement. If the parties do not negotiate any other terms, then the following financial terms should apply:

1. The Originating Partner should receive a commission of XX % on the services and/or products delivered by the Delivering Partner to the customer of the Originating Partner. The Delivering Partner should not go direct to the Originating Partner’s customer without written consent by the Originating Partner.

(b) The parties acknowledge and agree that they are each bound by the most current version of the “**IAMCP Code of Ethics and Professional Conduct”** which is published by the International Association of Microsoft Channel Partners.

(c) The parties acknowledge that they have conducted and documented a discussion regarding their partnership according to the template “**Discussion Questions for Partnering**”, published by the International Association of Microsoft Channel Partners, which forms an appendix to this Agreement.

**2. Term and Termination.**

The term of this Agreement begins when Delivering Partner has been notified by Originating Partner (the “Effective Date”). Either party may terminate this Agreement at any time upon written notice to the other. This Agreement will automatically terminate at the earlier of: (a) if the parties enter into a more formal written Agreement between them concerning the provision and receipt of services, or (b) on the date that is the first annual anniversary of the Effective Date unless the parties have in writing agreed to extend the term of this agreement. The obligations of Section 3 (Confidentiality) will survive termination or expiration of this Agreement as set forth therein.

**3. Confidentiality.**

“Confidential Information” means all information disclosed (orally or in writing) by one party (“Discloser”) to any other party (“Recipient”) prior to the termination of this Agreement (before or after the Effective Date) which is marked “proprietary” or “confidential” or which the Recipient reasonably ought to know the Discloser regards as confidential.

**4. Intellectual Property**

The processes, methodologies, materials, services and market data or intellectual property (IP) developed by either party may be used without royalty for the benefit of mutual clients only. The IP of each party remains the sole property of that party and permission for its use outside of mutual clients must be sought from its developer. IP information must not be shared with clients or competing companies without the written permission of its developer.

**5. Non-circumvention.**

In addition to the duties of nondisclosure and non-use set forth in Section 3 above, Delivering Partner agrees that it will not, during the term of this Agreement and for a period of 12 months following its expiration or termination, directly solicit any customer or potential customer to provide services to such party that are the same or similar as the services that are provided or would have been provided to or for the benefit of such customer as part of the arrangement between Originating Partner and Delivering Partner.

**6. Non-solicitation.**

Each party agrees that, during the term of this Agreement and for a period of 12 months following its expiration or termination, it will not, either directly or indirectly, including through corporate, affiliate, or other device, attempt to or actually solicit or divert any individual who is, or was at any time within the prior 6 month period, an employee of the other party, or otherwise induce that individual to reduce his or her work commitment or relationship with the other party. The foregoing will not apply to (i) any broad-based efforts to attract applicants not targeted directly to the other party or its personnel, or

(ii) any applications submitted or inquires made by personnel of the other party not at the request of the hiring party.

**7. General.**

Both parties agree that any claim or dispute between them may be resolved by a court located in the same geography in which the headquarters of either party is located. Both parties agree to submit to the personal jurisdiction of the courts located within such states for the purpose of litigating all such claims or disputes, and hereby waive all claims of forum non conveniens. The law of the state in which an action is properly brought in accordance with this section shall apply to any such dispute, and to the

interpretation and enforcement of this Agreement. This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement. A true and correct facsimile or electronic copy of an executed copy of this Agreement will constitute an original for any evidentiary purpose. All waivers must be in writing, and signed by the party waiving its rights. If any court of competent jurisdiction finds any portion of any provision of this Agreement to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least

extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected. This Agreement, together with any schedules, constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes all other Agreements (express or implied), proposals, negotiations, representations or communications relating to the subject matter (it being expressly understood, however, that the terms apply to the extent set forth therein, and that the parties may enter into a more formal written agreement between them). Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of the parties.

**COMPANY A**

Date and location:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Name and title:

**COMPANY B**

Date and location:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Name and title: