

EXCLUSIVE RIGHTS CONTRACT

Location: _____ Contract No.: _____

Grantor Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Grantee Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Exclusive Rights Details:

Subject Matter: _____

Scope of Exclusivity: _____

Territory: _____

Duration of Exclusivity: _____

Compensation and Payment Terms:

Total Consideration: _____ USD

Payment Schedule and Method: _____

Clause 1 – Grant of Exclusive Rights

The Grantor hereby grants to the Grantee exclusive rights to the Subject Matter as defined herein, within the Territory and for the Duration specified. These rights shall be sole and exclusive, subject only to the terms and conditions of this Agreement.

Clause 2 – Representations and Warranties

The Grantor represents and warrants that it has full legal right, authority, and power to grant the exclusive rights herein, that the Subject Matter is free of any liens or claims by third parties that would impair this Agreement, and that no conflicts exist with prior agreements.

Clause 3 – Consideration

In consideration for the exclusive rights granted, the Grantee shall pay to the Grantor the Total Consideration according to the Payment Schedule and Method set forth in this Agreement. All payments shall be made in United States Dollars.

Clause 4 – Term and Termination

The term of this Agreement shall commence upon execution and continue for the Duration specified, unless earlier terminated pursuant to this Agreement. Either party may terminate this Agreement upon material breach by the other party if such breach is not cured within thirty (30) days after written notice.

Clause 5 – Confidentiality

Each party agrees to maintain the confidentiality of all confidential information disclosed in connection with this

Agreement and shall not disclose such information to any third party without the other party's prior written consent, except as required by law.

Clause 6 – Intellectual Property

Nothing in this Agreement shall transfer ownership of any intellectual property rights. The Grantor retains all rights, title, and interest in and to the Subject Matter, except for the exclusive rights granted herein.

Clause 7 – Indemnification

Each party shall indemnify, defend, and hold harmless the other from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of this Agreement or negligence.

Clause 8 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located within _____ County, _____.

Clause 9 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses listed above or such other address as either party may designate.

Clause 10 – Entire Agreement

This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, or warranties.

Clause 11 – Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

Clause 12 – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Clause 13 – Waiver

No waiver of any right or remedy under this Agreement shall be effective unless in writing signed by the waiving party. No waiver of any breach shall be deemed a waiver of any subsequent breach.

Clause 14 – Assignment

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that the Grantee may assign this Agreement to an affiliate or successor entity.

Clause 15 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

Clause 16 – Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together

shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

Clause 17 – Relationship of Parties

Nothing in this Agreement creates any partnership, joint venture, agency, or employment relationship between the parties. Neither party shall have authority to bind the other.

Clause 18 – Compliance with Laws

Each party shall comply with all applicable laws, regulations, and ordinances in the performance of its obligations under this Agreement.

Clause 19 – Remedies

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or equity.

Clause 20 – Headings

The section and clause headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

GRANTOR'S SIGNATURE

GRANTEE'S SIGNATURE

Signature: _____

Signature: _____

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