



Marketing services agreement template

A Marketing Agreement, also known as the Joint Marketing Agreement, sets out the terms and conditions under which a Marketer will assist a Customer in the sale of their goods and/or services by creating materials that promote their products and engaging in activities to introduce customer products to new customers. These marketing materials may include brochures, brochures, advertisements, and booths to display at trade shows. In some situations, a Marketer may also take responsibility for making sales to customers and then transmitting those sales to the Customer to be fulfilled. By using this Agreement, you and the Marketer may protect your interests and intellectual property, as well as ensure that marketer products reflect your vision and wishes. How to use this document may be created by the Marketer or customer. The document includes various options for adapting the agreement to the needs of the parties. The Agreement allows the Parties to specify the following important details that will guide the business relationship: Name and contact information for both parties, as well as the names of any representatives who may sign the Agreement on behalf of one of the parties to specify the following important details that must be fulfilled by each party under this Agreement, including the formation, protection of the intellectual property of the other party and the transmission of orders The payment agreement dictating how and when the marketer will be compensated for the duration of their work Duration of the agreement and whether the agreement will automatically renew at the end of the initial period After entering the requested information, the agreement is printed and signed by both parties for the duration of the agreement and for a reasonable period of time thereafter. Once the parties have completed the Agreement, they can be confident that the Marketer can focus on marketing customer products and facilitate sales to new customers. Applicable laws and specific state laws, which cover general contract principles such as training and mutual understanding. Federal laws may limit services for which contracts can be contracted (for example, you cannot contract a marketer to do something illegal) and some broad categories, such as contracting for something that looks more like a business partnership than a Marketer/Customer relationship, but individual state laws can govern the interpretation of the contract in the event of a dispute. How to edit the Fill out a form template. The document is created in front of your eves as you answer questions. In the end, you receive it for free in formats and PDFs. You can edit and reuse it. ANNEX 10.10 AGREEMENT FOR MARKETING AND BRAND DEVELOPMENT SERVICES This CONTRACT FOR MARKETING AND BRAND DEVELOPMENT SERVICES (Agreement), in force since 28 December, Decem Woodland Hills, CA 91367 (Aquarius), and Sysco Pancho LLC, a Washington limited liability company, with offices located at 6262 cambell rd peshastin wa 98847 (Customer). 1. Marketing and brand development services. Aquarius will perform services for the Customer in relation to the planning, supply, creation and/or placement of branding, research, advertising, marketing, consulting, creative and/or digital services for the Customer, during the Term, as provided for in the Attached Work Declaration (Annex A) (SOW), incorporated in this document with reference (these services are collectively referred to as Services). During the period of time of this agreement, you may want to assign additional projects, products, or services to Aquarius in addition to the Services described in the SOW. Aquarius agrees to accept such out-of-scope assignments only on a separate written agreement with you regarding additional compensation to be paid to Aquarius and other relevant terms and conditions. Nothing in this Agreement shall be deemed to require Aquarius. 12, in its good faith, would be misleading, false, libelous, illegal, in violation of a contract or otherwise prejudicial to the interests of the Customer or Aquarius. 2. Subcontractors. Customer acknowledges that Aquarius may, in the version of the Services below, involve third-party suppliers and other suppliers and subcontractors) from time to time to provide certain services. Aquarius will oversee such services and endeavour to protect itself from any loss to the Customer as a result of subcontractors' failure to perform their commitments, but Aquarius will not be liable for their failure, act or omission is due to Aquarius' negligence or home automation. If you enter into agreements with third-party suppliers, subcontractors or suppliers regarding the provision of materials or services (Preferred Suppliers) and require Aquarius to use those preferred suppliers, 3, Approval of materials by the customer, Aquarius submits to the Customer for its approval all elements of any materials to be produced or placed in this document, including, by way of title, therefore, all copies, layouts, slogans, works of art of the websites, graphic materials and photography (collectively, Materials). The submission for prior approval of the Materials will not be required to the extent that they are only preliminary. 4. Services to of the customer. In the event that the Customer requests Aquarius to make purchases or provide services to any parent, subsidiary or affiliate of the Customer (Affiliate of the Customer), the Customer and such Customer Affiliate will be jointly and severally liable although Aquarius may invoice, or in the name of, such customer affiliate. 5. Commissions, payments and expenses. (a) Flat rate. As compensation for services rendered under this Agreement, You agree to pay Aquarius a flat monthly fee of \$5,000.00. Agreement for marketing and brand development services - 1 (b) Expenses. The customer will reimburse Aquarius for reasonable out-of-pocket travel expenses, including transportation, accommodation, mileage, and meals incurred to make Aquarius' professional services, as well as all necessary ancillary expenses (collectively, Expenses) Ancillary charges include all expenses incurred for the Customer's account in connection with Aquarius' delivery of services and the execution of duties below, including, but not applicable, the cost of packaging material for shipping, postage, messenger, shipping costs, copyright or trademark fees, website hosting, and any advertising purchases associated with radio, print or other online media and sources. Aquarius will obtain the Customer's prior written authorization before incurding any individual expenses not paid directly by the Customer will be paid within fifteen (15) days of receipt of the aquarius invoice. All expenses reimbursements must be made at Aquarius' direct out-of-pocket expenses, without any reload for overheads, administrative expenses, or otherwise. (c) Taxes. You must pay, refund and/or deem Aquarius harmless for all sales, use, transfer, privileges, tariffs, excise duties and all other taxes and duties, whether international, national, state or local, otherwise designated except income taxes, which are collected or imposed due to the performance of professional services under this Agreement, with the exception of income taxes. (d) Other taxes. Unless otherwise provided in this Agreement, all other services, including out-of-scope assignments, returned by Aquarius will be subject to additional compensation under a separate agreement between Aguarius and the Customer. (c) Payments not made within this period are subject to late charges of less than (i) one and a half per cent (1.5%) month of the late amount or (ii) the maximum amount permitted by applicable law. Aquarius may suspend all services with written notice of seven (7) days until full payment of outstanding amounts. 6. Trademarks. Aquarius may create or develop trademarks for the Customer, in the form of slogans, slogans, logos, designs or names of products and brands (collectively, trademarks). The Customer will ultimately be responsible for confirming the availability and registration of such Trademarks, even if, pursuant to the SOW, Aguarius may help coordinate the effort associated with the cancellation and registration of the Trademarks. 7. Third-party licenses. In addition to the other fees set out in this Agreement, you will be required to purchase third-party licenses for all third-party products may include, but are not limited to: server-side applications, clip art, back-end applications, music, stock images, or any other copyrighted work that Aquarius deems necessary for purchase on customer's behalf. In the event that such a third-party product exceeds \$50.00 per product, Aquarius will obtain the customer's prior written consent before incorporating such a third-party product. 8. Marketing. The Customer grants Aquarius the right to use the Customer's name and service marks in its marketing materials or other oral, electronic or written promotions, which will include the appointment of the Customer as aquarius customer and a short scope of the services provided. In addition, Agreement for Marketing and Brand Development Services - 2 Client grants Aguarius the right to view its logo (or other identifying information) and a hyperlink to the Aguarius website on the home page of the Customer's website. Any use of Aguarius logos or links on the Customers' website must be approved in writing by Aguarius. Both parties may choose to issue a press release regarding this Agreement. To this end, any release shall be approved by the other party and such approval shall not be withheld unreasonably. 9. Time limit and termination. (a) Time limit. This Agreement shall begin on its effective date and shall continue and continue in force and enter into force for one (1) year. (b) Resolution. Both parties may terminate this Agreement before the end of one (1) of the above year with written notice of 48 hours to the other party upon the occurrence of one of the following events: (i) Both parties wish to terminate the Agreement, for any reason, and such decision, and the respective 48-hour written termination notice to the other party, occurs within ninety (90) days from the effective date. (ii) The other party of a material breach of this Agreement, that the infringement shall not be handled within thirty (30) days of receipt by the other party of a written notification of such infringement; or (iii) The other party has or may initiate a voluntary or involuntary bankruptcy, a controlled administration or similar proceedings against that other party. (c) Effect of the resolution. The Customer will pay Aguarius for all services rendered and the work performed until the actual date of termination. As a result, Aquarius will send the Customer a final invoice for the last month of service proportional to the number of service within ten (10) days of receipt. (d) Return of proprietary or Within ten (10) days of termination or expiration of this Agreement, each party shall return to the other all proprietary or confidential Information (defined below) of the party or, with the approval of the party, party, all this Proprietary or Confidential Information. 10. Confidentiality. The parties agree to hold proprietary or confidential information of each other in close trust. Proprietary or confidential Information includes, for a training or not limited to written or oral contracts, trade secrets, know-how, business methods, company policies, memoranda, reports, records, computer-stored information, notes or financial information. Proprietary or confidential information does not include any information that: (i) is or generally becomes known to the recipient party's obligations; (ii) it was previously known to the receiving party or rightly received by the beneficiary from a third party; is developed independently of the receiving party; or (iv) is subject to disclosure by court order or other legal process. The parties agree not to make the other's proprietary or confidential information available in any contract for brand marketing and development services - 3 to third parties or to use the other's proprietary or confidential information for purposes other than those specified in this Agreement. The Proprietary or Confidential Information of each party shall remain the exclusive and exclusive property of that party. The Parties agree that, in the event of use or disclosure by the other party other than that specifically provided for in this Agreement, the undisclosed Party may be entitled to fair relief. Despite the termination or expiration of this Agreement, Aquarius and The Customer acknowledge and agree that their confidentiality obligations in relation to Proprietary or Confidential Information will continue in effect for a total period of three (3) years from the effective date. 11. Responsibility; Representations and quarantees. (a) Aquarius represents and warrants that (i) the Services provided below will be performed professionally and (ii) any software, websites, web-based or technology-related Services (Electronic Services collective) will be free of bugs or material defects for thirty (30) days after delivery. This warranty does not extend to any modification of the Services by persons other than Aquarius or its Subcontractors at the time of such modification, abuse or misuse of the Services by the Customer or use of the Services in an operating environment that materially differs from the specifications agreed by the parties. (b) EXCLUSION OF LIABILITY FOR GUARANTEES. WITH THE EXCEPTION OF THIS AGREEMENT, ELECTRONIC SERVICES ARE PROVIDED AS IS AND AS AVAILABLE, AND AQUARIUS EXPRESSLY DECLINES ALL OTHER WARRANTIES, EXPLICIT AND IMPLIED, INCLUDING, BY WAY OF CONSIDERATION, IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS FOR A PARTICULAR PURPOSE. (c) DECLARATION OF NON-RESPONSIBILITY FOR AQUARIUS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT OR SOFTWARE, HARDWARE OR EQUIPMENT BY THIRD PARTIES. 12. Allowance. (a) Customer compensation. The customer will compensate, defend and consider harmless Aquarius, its parents, subsidiaries and affiliated companies, and its respective employees, officials, directors, shareholders and agents (each an Aguarius compensation on the basis of or arising from any complaint, allegation, claim, legal action or third-party proceeding (each, a Complaint) made or proposed against any Aquarius Compensation in connection with any advertising, branding, research or other products or services that Aquarius has prepared or performed for the Customer in this document to the extent that such Complaint refers, in whole or in part, to: (i) the inaccuracy of any information provided by the Customer's products and services, to the products or services of the Customer's products or services of the Customer's competitors or to the customer's product or service category; (ii) the use of any marketing, branding, research, advertising, packaging, brand, software, hardware or other materials, or components there of them, provided by the Customer or his agents to Aquarius to be included in any Multimedia Material or Placement; (iii) the use of any material or data provided or created by Aquarius and modified by the Customer or its agents or used in an Agreement for Marketing and Brand Development Services - 4 different from that agreed by the parties; (iv) risks or restrictions known to the Customer has in any case chosen to proceed; (v) death claims or actions, personal injury or product liability (including health and safety) arising from the use of the Customer's products and services; (vi) the unauthorized or improper use of the Materials or Trademarks by the Customer's designates, licensees, distributors, affiliates or affiliates or the customer; (vii) complaints made by the Customer's designates, licensees, distributors, affiliates or affiliates or the customer's designates, licensees, distributors, affiliates or affiliate other employment or employment or employment disputes, breach of contract, personal injury or other civil law matters, or complaints brought by those parties with whom the Customer has a contractual relationship or supplier; (viii) charges of infringement of a patent, trademark or commercial clothing right; (ix) any material violation of the terms of this Agreement by the Customer or its agents or employees in connection with aquarius' media commitments under customer approval as required by this document; and (x) negligence, bad faith or intentional or intentional misconduct of the Customer or his employees, agents or affiliates of the customer. (b) Aquarius allowance. Excluding complaints under Section 11(a), Aquarius allowance. agents (each a Customer Compensation) to and from any loss suffered by a customer allowance based on or resulting from of any Complaint filed or proposed against the Customer arising from the production or dissemination of materials produced on the basis of this document that involve (i) defamation, libel, defamation, copyright infringement, right to advertising and/or violation of the right to privacy deriving from works created by Aquarius and in a definitive form (i.e. ready to be disseminated to the public); or (ii) damage or destruction of personal property, injury or death of any person directly attributable to or resulting from

Aquarius' negligence or wilful misdeed in connection with the performance of the Services below. (c) Third-party customer investigations. In addition, You will reimburse Aquarius for all costs and expenses (including reasonable legal fees and costs) incurred by Aquarius arising from any third-party investigation into the Customer's acts or practices, including, but not limited to, any costs or expenses related to compliance with a third-party subpoena in relation to the Services it has performed for the Customer, Aquarius will promptly inform the Customer and consult the Customer's data, documents or information so that the subpoena to the subpoena requires the customer's data, documents or information so that the customer's data, documents or information so that the subpoena requires the customer's data. under this Section 12 (the Compensation to the party) of any claim or claim that the Compensation (the Compensation to the party) of any claim or claim that the Compensation (the Compensation under this Agreement. The indentation party shall promptly undertake to fulfil its obligations in this respect. In addition, the Indenting Party used a lawyer reasonably acceptable to the Compensated Party. The Indented Party. The Indented Party shall have the right to participate in the defence of such complaint or claim at its own expense. The Compensated Party cooperates with the Indennizing Party in that defense. In addition, the Indented Party will at all times have the right to participate fully in any agreement it reasonably believes would have a negative effect on the Agreement for Brand Marketing and Development Services - 5 its business, but the Compensated Party will not make any settlement of any Claim that may give rise to the Indenting Party. The Indented Party shall make available to the Indenting Party or its agents all documents and other materials in of the Compensated Party reasonably required by it for its use in contesting any claims or requests from third parties. (c) LIMITATION OF LIABILITY. EXCLUDING COMPENSATION OBLIGATIONS OR DAMAGES ARISING FROM INFRINGEMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN THE CONTRACT, UNLAWFUL OR OTHERWISE, FOR ANY LOSS OF PROFITS (EXCLUDING DIRECT DAMAGES FOR Aquarius' ADVANCE TAXES), INTERRUPTION OF ACTIVITY OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR RELATING TO THIS CONTRACT, EVEN IF THAT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY , NOR WILL AQUARIUS' AGGREGATE LIABILITY FOR OTHER DAMAGES ARISING FROM THIS AGREEMENT EXCEED THE REVENUE PAID BY THE CUSTOMER TO AQUARIUS IN ACCORDANCE WITH APPLICABLE SOWING. Property. (a) Work product. All Materials developed or prepared by Aquarius or its employees or Subcontractors for the Customer below subject to copyright, trademark, patent or similar protection will become the property of the Customer and considered Work Product provided that (i) the Materials are produced in final form (i.e. ready to be disclosed to the public) by Aquarius for the Customer within six (6) months of aquarius' proposal and (ii) the Customer has paid Aguarius all taxes and costs associated with the creation and, where appropriate, producing the Materials. All title and interest in the Work Product cannot, by law or otherwise, insercise the Customer as a rental work or any work product of this type cannot be considered a work made for the rental, all right, the title and interest in it is irrevocably assigned by Aguarius to the Customer. In order to ensure that its employees and Subcontractors do not have property rights in the Work Product inconsistent with customer's possession of such rights, Aquarius will obtain, if necessary, the assignment and transmission to the Customer, or to Aquarius for the benefit of the Customer, or to Aquarius for the benefit of the Customer, or to Aquarius for the benefit of the Customer, of any property rights that such persons or entities may have or may have in the future to such Work Product. (b) Third-party licenses. Despite the provisions of section 11(a) above, it is clear that Aquarius often licenses materials from third parties for inclusion in the work product. In such circumstances, ownership of such licenses and that it does not obtain property rights in such third-party materials beyond the terms and conditions contained in the relevant license. Aquarius will keep you informed of these limitations. Agreement for brand marketing and development services - 6 (c) Aquarius Materials. In spite of any other provision of this Aquarius will retain all rights, titles and interests in and for, including any intellectual property rights relating to, data, projects, methodologies, methodologies, methodologies, materials, information and skills (and any derivative work, modifications and improvements to them) owned, acquired or developed by Aquarius or its licensors, and regardless of whether they are incorporated into any work product, (i) before the effective date; (ii) in the general performed; (iii) in the general performed; (iii) in the general functions not specific to the specific needs of the Customer; or (iv) if generally applicable, not site-specific and not related to the Appearance of the Materials or other final results, in relation to the Services (or partially in relation to the Services) (collectively, Aquarius Materials). Based on the fulfilment of the Customer's payment obligations below, Aquarius grants the Customer a worldwide, perpetual, irrevocable, royalty-free, non-exclusive license (but only for the benefit of the Customer or his permitted successors or assignees), to use Aquarius materials actually incorporated into the Work Product under this Agreement as necessary for or in connection with the use, to the management and maintenance of such Work Product, provided that the Customer does not have the right to publish or distribute Aquarius materials other than the scope of that Work Product or to create derivative works of Aquarius Materials. 14. Law, jurisdiction and seat. This Agreement and the rights of the parties to this agreement shall be governed and interpreted in accordance with the internal laws of the State of Washington, in relation to its conflict of laws rules or the principles of choice of law. Exclusive jurisdiction and venue for any claim made by one party against the other are located within state and federal courts located in Washington State. 15. Notices under this Agreement are sufficient if provided by a nationally recognized night courier service, Certified mail (required return receipt), or personal delivery to the other party at the following address: If to Aquarius: Attn: Davis Lawyer Aquarius Cannabis Inc 22144 Clarendon Street Suite 230 Woodland Hills, CA 91367 If to customer: Attn: Marco Colella Sysco Pancho LLC 6262 campbell rd peshastin wa 98847 The notice is effective (i) if delivered in person, (ii) three (3) working days after being sent by certified post, or iii) on the working day following dispatch by a nationally recognized courier service for delivery the following day. A Party may change its notice address by notifying it in accordance with this paragraph. Agreement for marketing and brand development services - 7 16. Waiver. The inability of one of the parties to claim compensation for infringement or to insist on the strict execution of any agreement, agreement or condition this Agreement does not constitute a waiver in relation to it or any subsequent act. 17. No third-party beneficiary. This Agreement shall be concluded exclusively and specifically between and for the benefit of the Parties to this Agreement, and their successors and assignees and no other person will have rights, interests or claims under this document or will be entitled to any benefit under or because of this Agreement as a third-party beneficiary or otherwise 18. Successors and assignees. This Agreement shall be binding and to the benefit of the Parties and their authorised successors and assignees. 19. Assignment. Except as necessary in the delivery of the Services as provided for in this Agreement, or subcontract or delegate any of their respective rights or obligations under this Agreement, without the prior written consent of the other party. Any attempt to assign, subcontract, or delegate in violation of this paragraph is void in each instance, 20. Titles and captions of the paragraphs contained in this Agreement shall be entered only for convenience and shall not define, limit or extend in any way the scope or intent of this Agreement or any provision therey. 21. Separability. Where possible, any provision of this Agreement or any shall be limited to the minimum extent necessary to make it valid or shall be removed from this Agreement., depending on the circumstances, and this Agreement., as the case may be, and applied to the maximum extent permitted by law, and the Parties shall negotiate in good faith to amend this Agreement in order to achieve as much faith as possible the original intent of the Parties so that the operations covered by this Agreement may be consumed as contemplated. 22. Force majeure. Neither the Customer nor Aquarius shall be liable to the other for any failure, incapacity or delay in the execution of this document if caused by any cause beyond the reasonable control of the failing party, including, but not limited to, an Act of God, war, strike or fire; but due diligence should be used to treat this cause and to resume performance. 23. Independent contractors; No partnerships or joint ventures. You and Aquarius agree that Aquarius is not a real part of the Customer's interest and, therefore, limited in its control over the Customer's activity pursuant to the Washington Administrative Code 314-55-035. 24. Survival. The provisions of this Agreement, the execution of which by or both parties, or by sense and context, are destined to survive, will survive the completion, expiration, termination or cancellation of this Agreement. Agreement for marketing and brand development services - 8 25. Whole deal. This agreement and the attached times the entire agreement and replaces any prior agreement or understanding between them. This Agreement may not be amended or modified unless such modification or modification is agreed upon by both Aguarius and the Customer in writing. WITNESS THAT, Aguarius and the Customer in writing. WITNESS THAT, Aguarius and the Customer in writing. Michael Davis Lawyer Title: CEO Agreement for Marketing and Brand Development Services - 9 Attachment A STATEMENT OF WORK (SOW) Aquarius), in execution of the aforementioned Agreement for Marketing and Brand Development Services vill perform the following services to Sysco Pancho LLC (Customer). · Plan and deliver a retail product branding strategy for the customer. · Coordinate, with an independent legal advisor hired by the Customer. · Develop updated label designs for the current Clients branded product packaging. · Perfect customer packaging to increase margins and brand recognition. Create a basic coming soon branded website for the Customer, including information for resellers who sell customer, including information for resellers who sell customer, including information for resellers who sell customer products. agreement between the Customer and its manufacturers. . Monitor and predict the customer's production times for other authorized manufacturers who sell marijuana to the Customer. . Prepare and report go-to-market times to customer and marijuana retailers. • Draw up and implement best practices to measure and reduce the processing costs of products sold by the Customer. • Assist the Customer in developing profitable terms for the distribution and sale of marijuana by the Customer to authorized resellers. · Create, standardize, and coordinate the reseller registration process. · Coordinates, with independent legal advisor hired by the Customer, trademark licensing agreements for use between the Customer and authorized resellers. ongoing strategies to establish long-term consumer loyalty to customer brands, including: o Continuous IP Development or Online Brand Design and Development or Direct Consumer Marketing or Wider Reseller Membership

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