

CO-MARKETING AGREEMENT

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This Co-Marketing Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTY A LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [PARTY A ADDRESS] ("**Party A**"); and

[PARTY B LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [PARTY B ADDRESS] ("**Party B**").

Party A and Party B are each a "**Party**" and together the "**Parties**."

Recitals. Each Party offers products or services that appeal to a shared or complementary audience. The Parties wish to collaborate on one or more joint marketing campaigns to promote their respective offerings, generate leads, and grow awareness, while each retains ownership of its own brand and customers. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of the Co-Marketing Relationship

1.1 Purpose. The Parties will collaborate on joint marketing activities described in **Schedule A (Campaign Plan)** (the "**Campaigns**"), which may include co-branded content, webinars, events, email promotions, social media, and joint advertising.

1.2 Campaign plans. Each Campaign will be documented in a written campaign plan that references this Agreement and describes the activities, each Party's deliverables, the timeline, the target audience, the success metrics, and any budget. A campaign plan becomes binding when signed or approved in writing by both Parties.

1.3 Non-exclusive. Unless a campaign plan states otherwise, this Agreement is non-exclusive. Each Party may conduct its own marketing and enter co-marketing arrangements with others, including competitors of the other Party.

1.4 Independent offerings. Each Party remains solely responsible for its own products, services, pricing, sales, and customer relationships. This Agreement covers joint marketing only and does not create any obligation to sell or fulfill the other Party's products.

2. Responsibilities and Deliverables

2.1 Deliverables. Each Party will provide the marketing deliverables, content, and resources assigned to it in each campaign plan, by the agreed deadlines and to a professional standard.

2.2 Cooperation. Each Party will reasonably cooperate with the other, provide timely feedback and approvals, and designate a marketing contact responsible for coordinating the Campaigns.

2.3 Compliance with marketing laws. Each Party will conduct its marketing activities in compliance with applicable laws, including advertising, anti-spam, telemarketing, consumer-protection, and data-privacy laws, and will not make false or misleading claims about either Party's products.

2.4 Approvals. Neither Party will publish co-branded materials, or any materials that reference or depict the other Party or its products, without the other Party's prior written approval of the final content.

3. Brand, Trademarks, and Content

3.1 Trademark license. Each Party grants the other a limited, non-exclusive, non-transferable, royalty-free license to use its name, logos, and trademarks (the "**Marks**") solely in connection with the Campaigns and in accordance with the owner's brand and usage guidelines.

3.2 Quality control. Each Party may review and approve any use of its Marks before publication. If a Party reasonably determines that a use of its Marks is inconsistent with its guidelines or harms its reputation, the other Party will promptly correct or remove the use.

3.3 Ownership of Marks. Each Party retains all right, title, and interest in its own Marks. All goodwill arising from use of a Party's Marks inures to that Party. No Party acquires any ownership in the other Party's Marks.

3.4 Content ownership. Each Party retains ownership of the content and materials it contributes to a Campaign. Co-branded materials created jointly will be owned and licensed as set out in the applicable campaign plan; if silent, each Party may continue to use the co-branded materials for the Campaign and to demonstrate its work, subject to the other Party's approval rights for its Marks.

4. Leads and Data

4.1 Lead handling. Leads and registrant data collected through a Campaign will be shared, owned, and used as set out in the applicable campaign plan. Absent agreement, each Party owns the leads it independently collects and the Parties share leads collected through jointly hosted activities.

4.2 Data privacy. Each Party will collect, use, and share personal data only in compliance with applicable data-privacy laws and its own privacy policy, and will provide any required notices and obtain any required consents before sharing personal data with the other Party.

4.3 Permitted use. A Party receiving leads or personal data from a Campaign may use it only for the purposes disclosed to the data subject and permitted by law, and will honor opt-out and deletion requests as required by law.

4.4 Security. Each Party will maintain reasonable safeguards to protect personal data it receives and will notify the other Party without undue delay of any security breach affecting data shared under this Agreement.

5. Costs and Revenue

5.1 Costs. Except as a campaign plan provides for cost-sharing, each Party bears its own costs of participating in the Campaigns.

5.2 Shared costs. Where a campaign plan provides for shared costs, the Parties will share costs in the proportions stated, and the Party incurring shared costs will invoice the other for its share with reasonable supporting documentation.

5.3 Payment. Undisputed amounts owed between the Parties are payable within **[NUMBER, e.g. 30]** days of the invoice date. Disputed amounts will be resolved in good faith.

5.4 **No commissions.** Unless a campaign plan states otherwise, neither Party owes the other any commission, referral fee, or revenue share on sales resulting from the Campaigns; this Agreement covers joint marketing only.

6. Confidentiality

6.1 **Definition.** "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential, including marketing plans, audience data, pricing, and performance metrics.

6.2 **Obligations.** The receiving Party will use Confidential Information only for the Campaigns, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by comparable obligations.

6.3 **Exclusions and compelled disclosure.** Confidentiality obligations do not apply to information that is public, already known, rightfully obtained, or independently developed. A Party may disclose Confidential Information as required by law, with prompt notice where permitted.

7. Representations and Warranties

7.1 **Mutual.** Each Party represents that it has the authority to enter into this Agreement, that doing so does not violate any other agreement binding on it, that it owns or has the right to license its Marks and contributed content, and that its contributions will not infringe the rights of any third party.

7.2 **Disclaimer.** Except as expressly stated, neither Party guarantees any particular marketing result, lead volume, or sales outcome, and each disclaims all implied warranties to the maximum extent permitted by law.

8. Term and Termination

8.1 **Term.** This Agreement begins on the Effective Date and continues for [NUMBER] year(s), after which it renews for successive [NUMBER]-year periods unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 30] days before the end of the then-current term.

8.2 **Termination for convenience.** Either Party may terminate this Agreement or any Campaign for convenience on [NUMBER, e.g. 30] days' prior written notice, subject to honoring commitments already made to third parties for an active Campaign.

8.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

8.4 **Effect of termination.** On termination, each Party will promptly stop using the other Party's Marks and Confidential Information, remove co-branded materials from its active channels within a reasonable period, and settle any amounts owed.

8.5 **Survival.** Sections 3.3, 4, 5 (for amounts accrued), 6, 9, and 10, and any others that by their nature should survive, survive termination.

9. Indemnification and Limitation of Liability

9.1 **Indemnification.** Each Party will defend the other against third-party claims arising from the indemnifying Party's content, Marks, products, marketing representations, data-handling, or breach of this Agreement, and will indemnify the other for resulting damages, subject to Section 9.3.

9.2 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

9.3 **Limitation of liability.** Except for indemnification obligations, breach of confidentiality, misuse of the other Party's Marks, and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability will not exceed **[e.g. the shared costs the claiming Party paid under the applicable Campaign, or another agreed amount]**.

10. General Provisions

- 10.1 **Independent businesses.** The Parties are independent businesses. Nothing creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.
- 10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.
- 10.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through senior-management discussion within **[NUMBER]** days of written notice. **[OPTIONAL: arbitration clause — discuss with counsel.]**
- 10.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.
- 10.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.
- 10.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.
- 10.7 **Entire agreement; amendment.** This Agreement, together with its Schedules and campaign plans, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.
- 10.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.
- 10.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTY A

PARTY B

Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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