

REVENUE SHARING AGREEMENT

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

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[PARTNER LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [PARTNER ADDRESS] (the "**Partner**").

The Company and the Partner are each a "**Party**" and together the "**Parties**."

Recitals. The Partner will provide [DESCRIBE CONTRIBUTION, e.g. a referral channel, distribution, technology, content, or a customer relationship] that the Company expects will generate revenue from [DESCRIBE THE PRODUCT, SERVICE, OR ACTIVITY] (the "**Covered Product**"). In exchange, the Company is willing to share a portion of the revenue the Covered Product generates with the Partner on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Purpose and Covered Revenue

1.1 Purpose. This Agreement sets out how the Company will share revenue from the Covered Product with the Partner, what counts as shareable revenue, and how and when the Partner is paid.

1.2 Covered Product. The Covered Product is described on **Schedule A**. The revenue-sharing arrangement applies only to the Covered Product and not to other products or services of the Company unless the Parties amend this Agreement in writing.

1.3 Attribution. Revenue is shared only where it is properly attributable to the Partner under the attribution method on **Schedule A** (for example, a unique referral code, tracking link, customer list, or channel designation). The Parties will cooperate to implement reliable tracking.

2. Definitions

2.1 Gross Revenue. "**Gross Revenue**" means all amounts actually received by the Company from sales of the Covered Product attributable to the Partner during a calculation period.

2.2 Net Revenue. "**Net Revenue**" means Gross Revenue less the following, to the extent applicable and elected on **Schedule B**: (a) refunds, returns, and chargebacks; (b) sales, use, and similar taxes collected; (c) payment-processing and platform fees; and (d) [OTHER AGREED DEDUCTIONS]. The Parties will base the revenue share on [GROSS REVENUE / NET REVENUE] as elected on Schedule B.

2.3 Calculation Period. "**Calculation Period**" means each [MONTH / QUARTER] during the Term, with the first and last periods prorated as needed.

3. Revenue Share

3.1 Share percentage. For each Calculation Period, the Company will pay the Partner **[PERCENTAGE]**% of the **[Gross / Net]** Revenue attributable to the Partner (the "Revenue Share").

3.2 Tiers and adjustments. The Revenue Share may be tiered, capped, or subject to a minimum, as elected on **Schedule B** (for example, a higher percentage above a stated revenue threshold, or a cap on total payments).

3.3 Recurring revenue. If the Covered Product generates recurring or subscription revenue, the Parties will specify on **Schedule B** whether the Revenue Share applies to first-period revenue only or continues for the life of the customer relationship, and for how long.

3.4 No equity or guarantee. The Revenue Share is a contractual right to payment based on actual revenue. It is not an equity interest, and the Company does not guarantee any minimum revenue unless a minimum is expressly stated on Schedule B.

4. Payment Terms

4.1 Timing. The Company will calculate the Revenue Share within **[NUMBER]** days after the end of each Calculation Period and will pay the Partner within **[NUMBER]** days after that calculation.

4.2 Statement. With each payment, the Company will deliver a statement showing attributable Gross Revenue, any deductions, the resulting Net Revenue (if applicable), and the calculation of the Revenue Share.

4.3 Holdback for refunds. The Company may withhold a reasonable amount, or reconcile in the next Calculation Period, to account for refunds, returns, and chargebacks on attributable sales.

4.4 Method and taxes. Payments will be made by **[ACH / WIRE / CHECK]** to the account the Partner designates in writing. Each Party is responsible for its own taxes, and the Company will issue any tax forms required by law.

5. Obligations of the Parties

5.1 Company obligations. The Company will use commercially reasonable efforts to operate, support, and bill the Covered Product, to maintain accurate attribution and tracking, and to calculate and pay the Revenue Share in good faith.

5.2 Partner obligations. The Partner will perform the activities described on **Schedule A** in a lawful and professional manner, will comply with the Company's reasonable brand and marketing guidelines, and will not make false or misleading claims about the Covered Product.

5.3 Compliance. Each Party will comply with applicable laws in performing this Agreement, including advertising, consumer-protection, privacy, and anti-spam laws where relevant to the Partner's activities.

6. Records and Audit

6.1 Recordkeeping. The Company will keep accurate records of attributable revenue and deductions sufficient to verify the Revenue Share, and will retain them for at least **[NUMBER]** years.

6.2 Audit right. Once per **[twelve-month period]**, on **[NUMBER]** days' written notice, the Partner may have a representative inspect the relevant records during normal business hours to verify the calculations.

6.3 Discrepancies. If an audit reveals an underpayment of more than **[PERCENTAGE]**, the Company will pay the shortfall promptly and reimburse the Partner's reasonable audit costs; otherwise each Party bears its own costs.

7. Term and Termination

7.1 Term. This Agreement begins on the Effective Date and continues for **[TERM]** unless terminated earlier under this Section (the "Term").

7.2 Termination for convenience. Either Party may terminate on **[NUMBER]** days' prior written notice.

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

7.4 Effect of termination. On termination, the Company will pay the Partner's Revenue Share for attributable revenue received through the effective date of termination, including for recurring revenue to the extent Schedule B provides a tail. Sections 4 (for amounts accrued), 6, and 8 survive termination.

8. General Provisions

8.1 Confidentiality. Each Party will keep confidential the non-public information it receives under this Agreement and use it only to perform or enforce this Agreement, except as required by law.

8.2 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.3 Limitation of liability. Except for confidentiality breaches and amounts owed for accrued Revenue Share, neither Party is liable for indirect, incidental, special, consequential, or punitive damages arising out of this Agreement.

8.4 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]**.

8.5 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through discussion within **[NUMBER]** days of written notice. **[OPTIONAL: arbitration clause — discuss with counsel.]**

8.6 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger or sale of substantially all assets, on written notice.

8.7 Entire agreement; amendment. This Agreement, together with its Schedules, 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.

8.8 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.

8.9 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.

COMPANY

PARTNER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: [TITLE]

Title: [TITLE / N/A]

Date: _____

Date: _____

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