

IN-COMbtc05

## Revenue sharing agreement

**Dated:** [Date]

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This agreement is dated: [Date]  
It is made between [Company name]  
of [address] (the Company1)  
And [Company name]  
of [address] (the Company2)  
And [Company name]  
of [address] (the Company3)

## 1. Definitions:

These definitions  
:

"Parties" means, the parties to this agreement.

"Net Profits and Net Losses" means the taxable  
:  
[describe]

"Project" shall refer to [ ]  
[ ]

"Confidential Information" regarding a party, or such party's corporate  
affiliates, financial condition, information  
systems (including software, system and user  
passwords, designs, drawings, specifications,  
processes, and procedures), business  
operations, plans and ,  
, , , ; (  
)  
" " " " ,

; ( )  
; ( )

Information is not subject to the confidentiality provisions of this agreement if it: (a) is or becomes generally available to the public other than as a result of disclosure by the recipient; (b) was available to or already known by the

; ( )

; ( )

-

,

; ( )

)

## 2. Essence and purpose of the agreement

2.1. This agreement is entered by ,  
: [ ( )].

2.2. The parties are desirous of creating a revenue sharing relationship between them for the specific project referred above, and

, ,

2.3. The parties do not intend at this stage to establish

, ,

2.4. The parties to this agreement will have

[%]

2.5. The parties may also choose not to be a

/

2.6. The percentage of revenue/profit sharing

### 3. Duration and termination

The term of this agreement shall commence

:

3.1. Completion of the Project and

,

;

3.2. Payment of all labourers

;

3.3. [\[Date\]](#);

3.4. the unanimous agreement of the Parties; or

3.5. the order of a court of competent jurisdiction.

### 4. Percentage of participation

4.1. The interest of the Parties in any gross profits

/

:

*[\[Describe percentages as agreed between the parties.\]](#)*

4.2. The Parties agree that in the event any losses arise out of

,

4.3. If for any reason, one party sustains any liabilities arising out of being directly connected with the Project, or the execution of any surety bonds

,

,

,

4.4. The parties agree to indemnify each other and to hold the other harmless from, any and all losses that are in excess of such other party's Percentage of Participation,

/

4.5. The Parties shall from time to time execute such

4.6. The parties shall contribute the Property to the Venture and

4.7. The Venture shall not

4.8. Upon execution of this agreement,

**Party Percentage of participation**

4.9. No party shall have

4.10.

4.11.

4.12.

## 5. Non-disclosure

5.1.

5.2.

5.3.

5.4.

5.5.

5.6.

5.7.

## 6. Ownership of works

6.1.

( , , , )  
, , ,  
[“ ”],

6.2.

“ ”,

6.3.

“ [ ] ,  
, , .

6.4.

[ ] ,  
, ,  
.

## 7. Duties and Responsibilities

7.1.

7.2.

,  
, [ ] .

7.3.



...  
,  
( )  
,

## 8. Intellectual property rights

8.1.

8.2.

8.3.

8.4.

## 9. Representations and warranties

Parties represent and warrant that:

9.1.

9.2.

9.3.

9.4.

## 10. Non-competition

2

## 11. Dispute resolution

],

[

## 12. Miscellaneous provisions

12.1.

12.2.

12.3.

[ ]

12.4.

12.5.

Company 1

Company 2

Company 3

## Explanatory notes:

### Revenue sharing agreement

#### General notes:

1. This document has been drawn using the word “Company” to identify the user(s). However, so you may safely use your word processor to search and replace “Company” by “Firm”, “Organisation” or
2. The agreement can be with a person or company
3. This particular document has been
4. There are certain assumptions that I have made,
5. Jurisdiction for the dispute resolution is subject to choice of the parties again – India or
6. The agreement should be signed, in so
7. The intention and purpose is to make
8. Kindly take appropriate care or
9. I have included the covenant to cover the aspect of compensation by using the term as payment of compensation

**End of notes**