

Agreement between ISSA and Company

This Agreement made this ____ day of _____ 2021 (“**Effective Date**”) is made by and between the International Sanitary Supply Association, an Illinois non-profit corporation with its principal place of business at 3300 Dundee Road, Northbrook, IL 60062 (hereinafter “**ISSA**”), and **COMPANY, DESCRIPTION, STREET ADDRESS, CITY, STATE** (hereinafter “**Company**”) (collectively referred to as the “**Parties**” and each individually as a “**Party**”).

WHEREAS, ISSA is a non-profit trade association that operates a division known as the Global Biorisk Advisory Council (“**GBAC**”) that provides education, training, accreditation and consulting services in the field of biorisk assessment, management, clean up and disposal (the “**Services**”);

WHEREAS, Company is a distributor of cleaning products and supplies that desires to make certain of the Services available to its customers and prospects; and

WHEREAS, ISSA is interested in expanding the sales of its Services by collaborating with Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows.

Section I Company Promotion of GBAC Fundamentals Online Course

1.1 ISSA Permission and Support. ISSA grants permission to Company to promote the GBAC Fundamentals Online Course (“**Course**”), and agrees to provide Course information, pricing, promotional support, and other material as appropriate to help Company promote the Course.

1.2 Company Promotion of Course. Company shall promote the sale of the Course to its customers and prospects (“**Clients**”) consistent with the pricing and other terms and conditions set forth in **Appendix A**, which is incorporated by reference into this Agreement. Company agrees to use commercially reasonable efforts in promoting the sale of the Course to its Clients. The Company will be responsible for its costs and expenses related to promoting the Course to its Clients.

1.3 ISSA Order Fulfillment. ISSA will promptly process through the ISSA Website all orders it receives as a result of the Company’s promotional efforts. ISSA agrees to fulfill Clients’ orders for the Course in a timely manner and to provide access for launching such program through the ISSA Website.

1.4 ISSA Promotional Support. ISSA agrees to assist, whenever ISSA deems it necessary, in the promotion of the Course, and agrees that any sales generated as a result of such effort are subject to this Agreement and the commission schedule included in Appendix A, provided such sales are made and processed through the ISSA website.

Section II Company Promotion of GBAC STAR™ Facility Accreditation Program

Company, at its expense, shall promote the GBAC STAR™ Facility Accreditation Program (“**Program**”) to its Clients using commercially reasonable efforts, and shall refer to ISSA those Clients interested in the Program. In exchange for such referrals, ISSA shall pay to Company a commission based on the registration fees ISSA receives from each Client registered in the Program. Section 2 of Appendix A sets

forth the current Program registration fees, commissions, and other terms and conditions that govern the promotion of the Program by Company.

Section III Independent Contractor

3.1 Relationship between the Parties. Each Party agrees that in its relationship with the other Party under this Agreement it is acting in the capacity of an independent contractor and that it has no authority to represent or act on behalf of, or serving as the agent of the other Party. Neither Party is authorized to enter into any understandings or agreements without the other Party's prior written consent except as expressly provided for herein for the exclusive purpose of executing responsibilities under this Agreement.

3.2 No Liability. The Parties to this Agreement shall not assume any liability for any damages resulting from the other party's (a) negligent acts and/or omissions; or (b) performance of its services and obligations under this Agreement.

Section IV General Provisions

4.1 Term. The term of this Agreement shall commence on the Effective Date and continue for a term of one year ("**Initial Term**"). Such term shall automatically renew for successive one-year terms ("**Renewal Term**") unless either Party provides the Other Party with written notice of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

4.2 Termination. This Agreement, any addenda and/or amendments hereto, and/or any services or work to be performed hereunder shall be terminable at any time by either Party, with or without cause, upon providing at least sixty (60) days written notice by one Party to the Other Party.

4.3 Obligations Upon Termination. Upon termination of this Agreement by either Party, all rights and obligations of the Parties shall cease, except that all financial obligations of the Parties that have accrued prior to the effective date of termination (including, without limitation, all payment obligations under Appendix A of this Agreement) shall survive termination.

4.4 License. ISSA is the owner or licensee of certain trademarks, service marks, trade names, logos and designs ("**Marks**") that are used in conjunction with the Course and the Program. During the term of this Agreement, ISSA hereby grants Company a non-exclusive, non-sublicensable, non-transferable, royalty free, revocable license to use the Marks for the purpose of promoting the Course and the Program consistent with the terms and conditions of this Agreement. Company agrees to use the Marks in a manner that is consistent with the trademark usage guidelines provided by ISSA and shall not use the Marks in any manner that reflects negatively upon ISSA or the Marks. ISSA reserves all rights in the Marks, including all intellectual property rights therein. The license granted to Company hereunder shall terminate upon the expiration of the term of this Agreement or upon earlier termination of such license to use the Marks at ISSA's sole discretion. In the event of termination of the license hereunder, the Company shall, as soon as practical after such termination but in no event later than ten calendar days after the effective date of such termination, cease using all Marks and shall remove all Marks from its materials, including its web site, unless such use is otherwise permitted by applicable law and jointly agreed to by the parties hereunder.

4.5 Audit. Each Party agrees to maintain accurate and complete records of all sales, accounts, invoices, and other such information in its possession related to this Agreement. Such records shall be

maintained in accordance with recognized commercial accounting practices and retained during the term of this Agreement and thereafter for a period of three (3) years. Each Party agrees to allow the other Party or its representative to examine and audit, at no charge to the audited Party and upon prior written notification to the audited Party and during its normal business hours, to the extent such information is relevant to this Agreement.

4.6 Indemnification. Each Party shall indemnify and hold harmless the Other Party and its affiliates, parent entities, officers, directors, and employees from and against all liabilities, losses, costs, expenses (including reasonable attorney's fees), and damages resulting from any (i) willful misconduct or negligent act or omission of the indemnifying Party; or (ii) violation by the indemnifying Party, its employees, subcontractors, and/or agents of any provincial, municipal, state, or federal laws, rules, or regulations applicable to the performance of the indemnifying Party's obligations under this Agreement. Indemnification under this provision shall survive termination of this Agreement.

4.7 Entire Agreement. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

4.8 Amendments. This Agreement may be amended only by written agreement duly executed by an authorized representative of each Party.

4.9 Non-Waiver of Rights. Except as stated herein, no failure or delay on the part of either ISSA or Company in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.

4.10 Assignment. Neither Party shall assign this Agreement to any person, firm, partnership, corporation, or other entity (including by operation of law, judicial process, or otherwise) without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

4.11 Governing Law/Jurisdiction. This Agreement shall be construed in accordance with Illinois law without regard to the conflict of laws, rules or principles thereof. Each Party hereby consents to the exclusive jurisdiction and venue of the Illinois State and federal courts.

4.12 Severability. In the event any portion of this Agreement or any amendments or addenda hereto shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or conditions of this Agreement is in conflict with any applicable statute or rule of law, then such terms shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.

4.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4.14 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.

4.15 Force Majeure. If the performance or observance of this Agreement or of any obligation herein is prevented or delayed by reason of an act of God, civil commotion, storm, fire, riots, strikes, legal moratorium, war, acts of terrorism, revolution, or action by government, the Party so affected shall, upon prompt notice of such cause being given to the other party, be excused from such performance or observance, only to the extent of such prevention or during the period of such delay, provided that the Party so affected shall use its best efforts to avoid or remove the cause(s) of non-performance and observance with utmost dispatch.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first set forth above.

By ISSA:

By Company:

Signature

Signature

Print Name

Print Name

Title

Title

APPENDIX A
Promotion of Course and Program by Company

1. Promotion of GBAC Fundamentals Online Course. Company agrees to promote the sale of the GBAC Fundamentals Online Course (“**Course**”) to its customers and prospects (“**Clients**”) at ISSA current member prices for the Course, which are set forth in Section 1(a)(i) and (ii) below. These prices are subject to change based on ISSA’s sole discretion.

a) ISSA Course Prices:

i) ISSA member price: \$150/Course

ii) ISSA member quantity discount pricing:

1-50 Courses:	\$150.00/Course
51-100 Courses:	\$125.00/Course
101-250 Courses:	\$100.00/Course
250+:	Custom Pricing

iii) For comparison purposes, ISSA’s non-member price is \$300/Course.

b) Company’s Commission. For every sale of the Course due to Company’s promotion under this Agreement, ISSA shall pay to Company 5% of the gross revenue received by ISSA from the Client for such sale as Company’s commission (“**Course Commission**”).

c) Tracking of Company Sales of the Course. ISSA shall provide to Company a unique coupon code for purposes of tracking and attributing the sales of the Course to Clients of Company. In promoting the Course, Company shall direct its Clients to ISSA’s Website where the Clients will enter the unique coupon code along with their order and payment, and obtain access to the Course at ISSA member prices.

2. Company Promotion of GBAC STAR™ Facility Accreditation Program. Company, at its expense, shall promote the GBAC STAR™ Facility Accreditation Program (“**Program**”) to its Clients using commercially reasonable efforts, and refer to ISSA those Clients that are interested in the Program. In exchange for such referrals, ISSA shall pay to Company a commission based on the registration fees ISSA receives from each Client registered in the Program. Clients shall be responsible for payment of all registration fees in the Program based on ISSA’s current fee schedule at the time of registration. The current annual registration fees for the Program are set forth below in Section 2(a). These fees are subject to change at ISSA’s sole discretion.

a) Annual Registration Fees for the Program. Annual registration fees for the Program are set forth below:

Restaurants

\$5 per seat/occupancy of the restaurant (\$500 minimum)

Hotels

\$3 per room (\$500 minimum/\$15,000 max)

Arenas/Stadiums

\$.30 per seat (\$500 minimum/\$15,000 max)

All Other Facilities

\$500	under 25k sq ft
\$1000	25K-199,999 sq ft
\$2500	200k-499,999 sq ft
\$4000	500k-799,999 sq ft
\$6000	800k-999,999 sq ft
\$10,000	1MM to 1,999,999 sq ft
\$15,000	2MM+ sq ft

*Multi-site portfolios will be priced individually. Please inquire.

**\$15,000 Enterprise Fee will apply to multi-site portfolios

***Each GBAC STAR facility accreditation will include the appropriate number GBAC Fundamentals Online Course in the quoted price—see section 2(e) below.

****Additional online GBAC Fundamentals certificates above allowance at \$150 each

b) Company’s Commission. If a Client registers in the Program within one year of the referral by Company, ISSA will pay to Company a 5% commission based on gross revenue received by ISSA from the Client in the form of registration fees (“**Program Commission**”).

c) Limits on the 5% Commission.

i) Multiple Referrals of the Same Client. In those situations where third parties other than Company also refer the same client to GBAC as does Company, the total amount of commission paid by ISSA shall not exceed 5%. For purposes of illustration only: Assume Company refers Client X to GBAC; and another Third Party also refers Client X to GBAC. GBAC is engaged by Client X within one year of the referral. In this example, ISSA will pay no more than a total of 5% commission to be split by Company and the Third Party. Payment to Company will be reduced by the amount paid to the Third Party so that the total commission paid by ISSA will be 5% of the total gross revenue to be collected over the course of that engagement.

ii) Pre-existing Client Relationships. In those situations where ISSA and/or GBAC has a preexisting relationship with a Client referred to GBAC by Company, ISSA will pay to Company a commission based on the mutual agreement of the Parties and which will be less than 5%.

d) Tracking of Client Referrals. ISSA shall provide to Company a unique coupon code for purposes of tracking and attributing the referrals of Clients made by Company. In executing the referral, Company shall direct its Clients to ISSA’s Website where the Clients will enter the unique coupon code along with their order and payment for purposes of obtaining access to the Program.

e) GBAC Fundamentals Online Course. ISSA will provide access to the GBAC Fundamentals Online Course (“**Course**”) to Clients for an appropriate number of personnel at the Client facilities registered in the Program based on the following schedule:

Restaurants	1 per 100 seats
Hotels	1 per 100 rooms
Arenas	1 per \$1000 of fee
All other	1 per \$1000 of fee

3. Promotion. Company shall use commercially reasonable efforts in promoting the Course and Program to its Clients. ISSA shall provide Company with promotional material and other assistance as appropriate in helping Company promote sales of the Course and Program.

4. Timing of Commission Payment Company. ISSA shall pay to Company the Course Commission and Program Commission referenced in Sections 1 and 2 above (“**Total Commission**”) on a quarterly basis based on ISSA’s fiscal year which ends on November 30. Payment of the Total Commission will be made once per quarter by ISSA to Company covering all Course and Program sales activity occurring in the quarter and payable no later than thirty (30) calendar days after the last day of the quarter.

5. Expenses. Each Party will be responsible for its own expenses related to the services it performs under this Appendix A.