

STRATEGIC MARKETING ALLIANCE AGREEMENT

This **STRATEGIC MARKETING ALLIANCE AGREEMENT** (this “Agreement”) is made as of [Month, day, year] (“Effective Date”), by and between Accessible Bath Technologies, LLC (“ABT”), and [CIL Name] (“CIL”).

WHEREAS, ABT manufactures and sells the MyControl Bathing System (the “Product”), an accessible bathing system designed for persons with disabilities;

WHEREAS, CIL is an organization focused on advancing independent living and the rights of people with disabilities through consumer-driven advocacy and a member in good standing of the National Council on Independent Living, Inc. (“NCIL”); and

WHEREAS, ABT and CIL desire to establish a referral and strategic marketing relationship.

NOW, THEREFORE, the parties hereto agree as follows:

1. Certain Definitions.

(a) “CIL Affiliate” means any individual person who is an employee, manager, officer, Board Member or other agent of CIL; provided, that, in each case such individual has entered into an agreement with CIL.

(b) “Master Agreement” means that certain Strategic Marketing Alliance Agreement dated June 28, 2013 between ABT and NCIL, as amended, supplemented or superseded from time to time.

(c) “Prospect” means a potential new customer that is referred to ABT by CIL or CIL Affiliate.

(d) “Standard Sales Agreement” means ABT’s standard form of sales agreement for sales of the Product, as updated from time to time by ABT.

2. Appointment. ABT hereby appoints CIL on a non-exclusive basis to promote sales of the Product, and CIL agrees to use commercially reasonable efforts to promote sales of the Product and to engage CIL Affiliates to promote sales of the Product, pursuant to the terms of this Agreement. CIL and ABT will meet periodically via telephone or in person, as the parties mutually agree, to discuss CIL’s activities hereunder.

3. Agreements with Prospects; Business Conduct.

(a) All agreements with Prospects will be solely between ABT and the Prospect. Neither CIL nor any CIL Affiliate is authorized to enter into any agreement with a Prospect relating to sales of the Product other than through use of ABT’s Standard Sales

Agreement. No changes may be made to the Standard Sales Agreement without ABT's written approval. ABT will exclusively establish the prices and other terms and conditions for the sale or license of the Product. Nothing contained in this Agreement will be deemed to impose upon ABT any obligation to enter into any agreement with a Prospect. Nothing set forth herein shall be deemed to limit or restrict ABT's ability to sell its products and services at any price and on any terms it deems appropriate in its sole discretion. Any sale or sales of Product for consideration less than ABT's minimum consumer retail price shall be considered a "Special Sale." If ABT agrees to enter into a Special Sale, the amount of the "Referral Fee" to be paid by NCIL to CIL shall be such lower amount as is set forth in the agreement negotiated between NCIL and CIL.

(b) CIL agrees and acknowledges that pursuant to terms of Section 5 hereof, neither CIL nor any CIL Affiliate will receive Referral Fees from ABT and will only receive Referral Fees from NCIL. ABT's sole responsibility is to provide compensation directly to NCIL as provided in the Master Agreement between NCIL and ABT.

4. Compensation.

(a) Within thirty (30) days after the end of the month in which any Prospect purchases a Product, ABT will notify CIL of such sale, and will provide the name of the Prospect and the effective date of the sale. CIL has agreed to treat such information as Confidential Information hereunder.

(b) In exchange for the performance of CIL's obligations hereunder, during the term of this Agreement, ABT shall pay to NCIL a referral fee (the "Referral Fee") as set forth in the Master Agreement between NCIL and ABT. ABT shall make the payment directly to NCIL and will not be liable for any payments to CIL or any CIL Affiliate. Any compensation payable to CIL shall be paid by NCIL to CIL as set forth in a separate agreement negotiated between NCIL and CIL.

5. Term and Termination. The Initial Term of this Agreement shall be from the date of this Agreement to December 31, 2015, and such term shall renew automatically for successive one (1) year periods unless written notice of nonrenewal is sent to the other party at least sixty (60) days to the date of renewal. Notwithstanding the provisions of this section, either party may terminate this Agreement for the other party's material breach of this Agreement, upon written notice to the other party of the breach and at least thirty (30) days' opportunity to cure, if such breach is capable of being cured. Any outstanding obligations as of the date of termination and the parties' rights and obligations under Sections 4, 5-9 and 10 will survive any termination of this Agreement.

6. Proprietary Rights. As between ABT and CIL, ABT has and shall retain all right, title and interest in and to the products and services of ABT. ABT may make modifications to the Product at any time. Except as may be expressly granted herein, ABT does not grant to CIL any right or license, either express or implied, in the products and services of ABT. CIL shall not

adopt, use or register, whether as a corporate name, trademark, service mark, domain name or other indication of origin, any of the trademarks or service marks of ABT, or any word or mark confusingly similar to such marks in any jurisdiction.

7. Limitation of Liability. ABT will have no liability to CIL, by reason of the termination of this Agreement or otherwise, for any special, incidental or consequential damages of any kind, such as compensation for loss of actual or anticipated fees, whether or not ABT was advised of the possibility of such damages; provided, however, that any such damages CIL is required to pay to third party and that are subject to ABT's indemnification obligation under Section 9 shall be considered direct damages of CIL.

8. Confidential Information. Each party acknowledges that such party (the "Receiving Party") may acquire information and materials from the other party (the "Disclosing Party"), including knowledge about the business, products, processes, technology, know-how, customers, markets, research, product plans, services, developments and finances of the Disclosing Party, and that all such information and materials acquired are and will be the trade secrets and confidential and proprietary information of the Disclosing Party (collectively "Confidential Information"). Confidential Information may also include information provided to the Disclosing Party by third parties that the Disclosing Party is obligated to keep confidential. Confidential Information will not include, however, any information that (a) was in the public domain at or subsequent to the time such Confidential Information was disclosed to the Receiving Party, through no fault of the Receiving Party; (b) the Receiving Party can document was in the Receiving Party's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was disclosed or (c) the Receiving Party can demonstrate was independently developed by the Receiving Party without any use of the Confidential Information. The Receiving Party agrees to hold all Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the services under this Agreement. The Receiving Party will use the same efforts as it uses to protect its own confidential information, but in no event less than commercially reasonable efforts, to protect the confidentiality of the Confidential Information of the Disclosing Party. If, in the good faith judgment of CIL, CIL believes that the Confidential Information includes information that constitutes a threat to the safety of Prospects, CIL may disclose such information to Prospects with the prior approval of ABT, such approval not to be unreasonably withheld.

9. Independent Contractor. CIL understands and agrees that CIL's relationship to ABT is one of an independent contractor. As such, CIL agrees that CIL is not an agent of ABT and is not authorized to make any representation, contract, or commitment on behalf of ABT unless specifically requested and authorized in writing to do so by ABT. ABT agrees that it is not an agent of CIL and is not authorized to make any representation, contract, or commitment on behalf of CIL unless specifically requested and authorized in writing to do so by CIL. CIL shall be responsible for paying all applicable state and federal taxes and all local excise, sales, use or other taxes it incurs based on the Referral Fee it receives from NCIL. CIL and its employees will not be entitled to participate in any benefit plans or arrangements provided for the benefit of ABT's employees.

10. General Provisions. This Agreement may not be assigned by either party without the express prior written consent of the other party, which consent will not be unreasonably withheld, except that no consent shall be required for the assignment by ABT to an acquirer of substantially all of the assets of ABT relating to the Product (whether by merger, stock sale, asset sale or otherwise). The failure of either party to enforce at any time or for any period any of the provisions of this Agreement will not be construed to be a waiver of those provisions or of the right of that party thereafter to enforce each and every provision hereof. This Agreement will be construed in accordance with the laws of the State of New York, without regard to that body of law controlling conflicts of law. Except with respect to actions for preliminary equitable relief, the parties agree that any dispute arising under or related to this Agreement, the Products or the use thereof shall be brought exclusively in the state and federal courts in Albany, New York, and each party waives any claim that such forum is inconvenient in connection therewith. In the event of any legal action between the parties arising under or related to this Agreement, the Products or the use thereof, the prevailing party shall be entitled to recover all reasonable expenses related to such action, including reasonable attorney's fees. This Agreement sets forth the entire understanding and agreement of the parties as to the subject matter hereof and all prior or collateral proposals, negotiations, and representations are merged into and superseded by this Agreement. The Agreement may only be amended by a writing signed by duly authorized representatives of each party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

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

ABT:

CIL:

Accessible Bath Technologies, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____