

ABT PRODUCT SALES REPRESENTATIVE AGREEMENT

For use with ABT/NCIL/CIL Strategic Marketing Alliance program

This Sales Representative Agreement (the “Agreement”) is made as of the ____ day of _____, 2013 (the “Effective Date”), by and between Accessible Bath Technologies, LLC, a limited liability company, organized under the laws of Delaware, having an office at Silicon Valley, 120 Constitution Drive, Menlo Park, C.A. (“ABT”), and **NAME**, having an address of _____ (“Representative”).

WITNESSETH:

WHEREAS, ABT is engaged in the design and manufacture of various bathing tub product lines, including, among others, those product lines more completely described in Schedule I hereto (the product lines described in Schedule A, as from time to time amended in accordance with the provisions of this Agreement, are hereinafter called the “ABT Products”);

WHEREAS, ABT desires to appoint Representative as a commission based Sales Representative for the ABT Products for the territory and/or projects described in Schedule B hereto (the “Territory”).

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. **APPOINTMENT.**

1.1 Subject to the provisions of this Agreement, ABT hereby appoints Representative as an independent, nonexclusive sales representative to solicit orders for the sale of the ABT Products in the Territory, and Representative hereby accepts such appointment as of the Effective Date of this Agreement.

1.2 Representative’s relationship to ABT is that of an independent contractor, and nothing in this Agreement shall constitute Representative as the agent or employee of ABT. Representative shall have no authority to accept any order or make any offer (except as herein stated), or execute any instrument or make any commitment on behalf of ABT. Specifically, without in any way limiting the generality of the foregoing, Representative agrees not to make any representation, guarantee, or warranty on behalf of ABT concerning the ABT Products beyond the scope of statements made in ABT's product literature or advertisements without the prior written consent of ABT, such consent not to be unreasonably withheld.

1.3 Nothing contained in this Agreement is to be construed as a limitation or restriction upon ABT in the sale or other disposition of any other of its products to any person, firm, or

corporation inside the Territory, or the sale or other disposition of ABT Products outside of the Territory.

1.4 ABT shall use its best efforts to provide Representative with such commercial and technical assistance and training as may reasonably be necessary to enable Representative to effectively carry out its activities under this Agreement and, in connection therewith, to provide such sales promotional materials as may be appropriate.

1.5 Representative will use its best efforts to obtain sales orders for the ABT Products within the Territory by devoting such management attention, manpower, time, and effort as may be reasonably necessary to develop the available market potential.

1.6 Representative shall, in respect to any sales opportunity for which ABT has appropriate products, ensure that ABT has first right to the sale. Otherwise, nothing in this Agreement is to be construed as a limitation or restriction upon Representative in the pursuit of other sales opportunities or employment.

1.7 Representative agrees to attend and participate in ABT attended tradeshows in the "Representative Territory" at Representative's expense where at Representative will be on hand all days of the event to assist in addressing product installation questions. At ABT's discretion, Representative may also be responsible for paying one-third of the exhibition costs to ABT to attend said show(s).

1.8 Representative shall not sell, make for sale, offer, solicit for sale, or otherwise engage in the business of representing competing products of ABT or its affiliates during the term of this agreement and for a period of (5) years after the termination date of this agreement, regardless of the reason for agreement termination.

2. QUOTATIONS.

2.1 ABT shall provide Representative with ABT's standard price list, sample configurations, product literature and standard terms and conditions of sale. ABT shall have the right to adjust such prices, configurations, literature and terms and conditions at any time, effective upon delivery of a written notification to Representative.

2.2 Representative will present sample configurations with pricing, literature and standard terms and conditions of sale (collectively referred to as a "budgetary proposal") to prospective

customers without further or prior approval of ABT. Any budgetary proposal shall include a statement to the effect that it is not a binding offer to sale and that any contracts between the customer and ABT resulting from such quotations will be subject to ABT's standard terms and conditions and will require written approval from ABT .

2.3 On request from the Representative or the customer, ABT will provide a firm proposal based on information and data collected by the Representative or submitted directly by the customer. Any such proposal will be considered a binding offer to the customer and will include payment and delivery terms. Firm proposals may contain "subject to site inspection" or other provisions to protect ABT from incomplete or inaccurate information. Firm proposals may be revised through negotiations between ABT and the customer.

3. ORDERS AND COMMISSIONS.

3.1 All sales orders from a customer solicited by Representative shall be placed with ABT at its registered office.

3.2 Sales Orders that result from a firm proposal and which substantially match the latest version of the proposal made to the customer will be accepted by ABT.

3.3 In its sole discretion, ABT shall have full right to accept or reject any sales orders that are not in accordance with a firm proposal. ABT shall promptly notify Representative of the reasons for rejection of any such order.

3.4 ABT shall promptly notify Representative in writing of acceptance of any order.

3.5 Representative will be paid a commission as specified in Schedule C hereto, calculated on a pro rata basis with respect to each payment actually received by ABT as a result of accepted sales orders. Unless otherwise agreed, commission payments to Representative will be payable within five (5) business days after ABT receives full cash payment or; payment funds clear ABT's financial institution, which ever comes first, and will be paid in Dollars of the United States of America.

3.6 All orders accepted by ABT are firm provided, however, that where the customer cancels an order or declines to accept an ABT Product before or within thirty (30) days following its installation for causes which are in ABT's sole opinion justified, ABT may permit cancellation or agree to the return or removal of the ABT Product. In the event an order is canceled or product declined or returned pursuant hereto, Representative will not be entitled to a commission with respect to said order and, if applicable, Representative's commission account shall be charged back accordingly.

4. PATENTS, TRADEMARKS AND COPYRIGHTS.

4.1 Representative acknowledges ABT's exclusive right, title, and interest in and to any patents, trademarks, trade names and copyrights which ABT at any time has owned, used, or registered in North America and in the Territory, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest. In connection with any reference to patents, trademarks, trade names and copyrights, Representative shall not in any manner represent that it has an ownership interest in ABT's patents, trademarks, trade names and copyrights or registration(s), and Representative acknowledges that no action by it or on its behalf shall create in Representative's favor any right, title, or interest in or to ABT's patents, trademarks, trade names and copyrights.

5. CONFIDENTIAL INFORMATION.

5.1 In this Agreement, the term "Confidential Information" shall mean the information of ABT disclosed to Representative or information of Representative disclosed to ABT in connection with their performance under this Agreement, which is in written, recorded, photographic, machine-readable, or other physical form or oral information reduced to writing as soon as practicable after disclosure to Representative, and which is conspicuously marked "Confidential", "Proprietary", "Private", or in any other manner indicating its confidential and/or proprietary nature. Without limitation, Confidential Information includes: (1) ABT's software products, materials, data reports, programs, documentation, diagrams, and all related technical information; (2) the ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets developed by ABT; (3) all information relating to ABT's business and products which is critical to ABT's position in the marketplace, including future plans of ABT relating to the fields of endeavor in which Representative performs services for ABT, the nature of certain work projects to which Representative is exposed, and the identity of persons working on those projects; (4) any improvements, enhancements, or modifications to the above made by or on behalf of ABT during the performance under this Agreement which are provided, made available, or disclosed by or on behalf of ABT to Representative, or used by ABT or any of ABT's other sales representatives in connection with their own sales activities and (5) customer specific information submitted to ABT by Representative prior to the payment of a commission to Representative in respect to a sales order from the customer.

5.2 Both Parties covenant and agree that they will use the Confidential Information solely for the performance of services under this Agreement, and shall not disclose such Confidential Information to any other person except to those individuals having a need to know for the

purpose of this Agreement and who have agreed in writing to be bound by the terms of this Agreement or who are bound by similar agreements as a result of their employment by Representative or ABT.

5.3 Both Parties shall use the same degree of care in safeguarding the Confidential Information as they use for their own confidential information of like importance, but no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, both Parties shall endeavor to prevent any further disclosure or misuse.

5.4 All Confidential Information shall remain the property of ABT or Representative as appropriate, and such Confidential Information and all copies thereof shall promptly be returned to the appropriate party upon termination of this agreement .

5.5 Nothing contained in this Agreement shall be construed as granting to or conferring upon either party any rights, by license or otherwise, express or implied, in Confidential Information, other than the right to use the Confidential Information for the purpose of this Agreement.

5.6 The existence of this Agreement and terms and conditions hereof shall not be disclosed by either Party to others, except with the prior, written consent of the other party or as may be required by law or as necessary to establish the rights of the parties hereunder.

5.7 Both Parties agree that any breach of the provisions of this Section by either party or their personnel, agents, subcontractors, or any third party providing products or services to either party will cause immediate and irreparable injury, and that in the event of such breach, the injured party shall be entitled to injunctive relief and any and all of the remedies available at law or in equity.

5.8 The obligations of this Section shall survive the expiration or termination of this Agreement.

6. TERM AND TERMINATION.

6.1 This Agreement shall remain in effect for one (1) year from the Effective Date. Nothing contained herein shall be interpreted as requiring either party to renew or extend this Agreement, and neither party expects this Agreement to be renewed. Following the expiration of the initial one (1) year term, either Party may terminate this Agreement on sixty (60) days written notice to the other Party. Notwithstanding the provisions of this section or of any other provisions of this Agreement, this Agreement may be terminated prior to the expiration of its stated term as set forth below.

6.2 ABT may terminate this Agreement at any time during the term of this Agreement if Representative: (a) becomes an employee of ABT; (b) becomes an employee, representative or agent of, or has a relationship of any type with a competitor of ABT; or (c) fails materially to comply with any covenant, term, or provision of this Agreement.

6.3 Representative may terminate this Agreement at any time during the term of this Agreement if (a) a receiver is appointed for ABT or its property; (b) ABT makes an assignment for the benefit of its creditors; (c) any proceedings are commenced by, for or against ABT under any bankruptcy, insolvency or debtor's relief law, (d) ABT is liquidated, dissolved or otherwise terminates its activities, (e) ABT ceases to provide products that are suitable and competitive for the Territory.

6.4 In the event that ABT is substantially purchased by another company, Representative shall be given the opportunity to continue this Agreement with the new owners, but is not obligated to do so.

6.5 In case of termination of this Agreement by either party (other than a termination by ABT for good cause), Representative shall be entitled to commissions on all orders resulting from firm proposals made by ABT to customers of Representative prior to the date of termination. In order to qualify for commissions under this provision, the orders must be placed within six (6) months of the date of expiration or termination of this Agreement, payment must be received from the customer, and the products ordered must be shipped to and accepted by the customer.

6.6 If orders are placed by a customer to whom Representative has not given a firm proposal, to qualify for commission under this section Representative must produce evidence satisfactory to ABT of sales promotion undertaken by Representative in the case in question.

6.7 All payments made under the provision of this section shall be in complete satisfaction of all obligations of ABT under this Agreement or otherwise.

6.8 Limitation of Liability. ABT's liability arising out of or relating to this Agreement, the sale of the ABT Products or provision of sales representative services, shall be limited solely to the commissions legally owed to Representative for completed sale of ABT Products as set forth in Section 3 of this Agreement. In no event shall ABT be liable to Representative or any other entity for any lost profits, special, consequential, incidental or indirect damages, however caused, on any theory of liability, and whether or not ABT has been advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

6.9 The provisions of Sections 3, 4, 5, 6 and 7 shall survive the termination of this Agreement.

7. MISCELLANEOUS.

7.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

7.2 Any controversy or claim arising out of or relating to this Agreement, or its subject matter, or the breach thereof, should be settled exclusively by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, before one (1) arbitrator in New York, New York; provided that nothing in the foregoing shall restrict either party's right to seek specific performance or injunctive relief in a court of law. In the event of any arbitration or legal action regarding the rights and obligations of the parties under this Agreement, the prevailing party shall be entitled to recover arbitration and/or court

costs and other direct arbitration or litigation expenses. Without limiting the foregoing, any litigation arising out of or relating to this Agreement, or its subject matter, shall be resolved exclusively by the federal courts sitting in Albany, New York, and each party hereby irrevocably submits to the jurisdiction of such court.

7.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of ABT, and shall be binding upon and inure to the benefit of Representative's heirs, legal representative, successors, and permitted assigns.

7.4 This Agreement and any attachment hereto shall be modified only by an instrument in writing and signed by duly-authorized representatives of the parties.

7.5 All notices, requests, consents, and other communications hereunder must be in writing and will be deemed to have been properly given when actually received by the party to whom sent, at the following addresses:

To: ABT

To: Representative

Accessible Bath Technologies, LLC

NAME

Attn: Craig La Londe
Silicon Valley
120 Constitution Drive
Menlo Park, CA 94025
Email: mycontrolbathinfo@verizon.net

Email: _____

7.6 The provisions of this Agreement are severable, and if any provision is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such provision or part thereof in such jurisdiction, and will not in any manner affect the provision in any other jurisdiction, or any other provision in this Agreement in any other jurisdiction. To the extent legally permissible, an arrangement which reflects the original intent of the parties will be substituted for such invalid or unenforceable provision.

7.7 Both parties agree not to publish any press releases or otherwise publicize the existence, or any of the terms, of this Agreement without the prior written consent of both Parties.

7.8 This document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties or any official or representative thereof with respect to the subject matter hereof. This Agreement may not be modified or amended except by a writing executed by ABT and Representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the effective Date, such parties acting by their officers, being thereunto duly authorized.

ABT

Sales Representative prospect name

By: _____

By: _____

Print Name: Craig D. La Londe

Print Name: _____

Title: President & CEO

Title: _____

Date: _____, 2014

Date: _____, 2014

SCHEDULE A

ABT Products

All products and services list on the ABT web site related to the MyControl Bathing System.

SCHEDULE B

Territory

THE FOLLOWING LIST OF SPECIFIC PROJECTS IN AND AROUND _____ AND THE STATE of _____ FORM THE NON-EXCLUSIVE TERRITORY FOR THE PURPOSES OF THIS AGREEMENT. THIS LIST, IF ANY, WILL BE MODIFIED FROM TIME-TO-TIME BASED ON INFORMATION PROVIDED IN WRITING BY REPRESENTATIVE AND AGREED TO BY ABT.

- (a) Representative is authorized by this agreement to engage exclusively in sales activities on behalf of ABT as a participant in the ABT/NCIL/CIL Strategic Marketing Alliance program.
- (b) Representative shall Represent ABT and ABT products exclusively as an affiliate of (CIL Name or NCIL, affiliation's address, and telephone number).

SCHEDULE C

Commission

1. All commissions payable to Representative shall be based upon ABT' net selling price to the customer for all equipment only provided under the sales agreement except as may otherwise be agreed in writing on a case by case basis.
2. ABT has established a strict Unified Marketplace Price Policy (UMPP). The intent of the Unified Marketplace price policy is to assist in maintaining a fair competitive climate between representatives. All selling prices of ABT products and services are set by ABT. Representative agrees not to offer or sell any ABT products and services below established selling price or the price agreed on in writing between ABT and Representative on a case by case basis. ABT will provide to Representative the actual selling price of each product or service. The last known selling price shall remain in effect until ABT notifies Representative in writing of any change. ABT product selling price shall be that posted on the ABT web site unless agreed as changed in writing and accepted by ABT.
3. Representative acknowledges that certain products included in a sales agreement may be provided by sub-contractor or "pass-through" pricing and agrees to negotiate the commission rate on these products.
4. No commission shall be payable on services (Installation, Application Engineering, RF Engineering), travel and accommodation expenses.
5. No commission shall be payable on OEM products included in a sales agreement for which Representative receives a commission from the supplier.
6. ABT will reimburse Representative for specific expenses incurred on behalf of ABT on presentation of an itemized invoice with receipts, provided that ABT has agreed in advance in writing by way of an appropriate expense or travel authorization.
7. Representative is authorized by this agreement to engage exclusively in Sales Activities on behalf of ABT as a participant in the ABT/NCIL/CIL Strategic Marketing Alliance program.
8. Representative shall represent ABT and ABT products exclusively as an affiliate of (CIL name or NCIL, affiliation's address, and telephone number).

9. As a participant in the ABT/NCIL/CIL Strategic Marketing Alliance program Representative MUST make clear what organization they are affiliated with by check marking the appropriate affiliate name listed in the Sales Agreement for MyControl Bathing System. Failure of the Representative to make such notation will result in the forfeiture of the total commission that would have been payable per individual sale. Representative must engage in the sales process as agreed to herein and in good faith as if commission was paid.

7. COMMISSION RATE.

7.1 The commission rate payable to Representative for all relevant sales of ABT Products during the term of, and under, this Agreement normally shall be as follows: (a) Representative shall receive **\$500.00** for each individual sale of the MyControl Bathing System sold at the Consumer Retail Price of **\$16,800.00**; (b) In no event is the Representative authorized to sell, trade or offer any MyControl Bathing System to anyone for an amount below the set lowest authorized Consumer Retail Price of **\$16,800.00** without written approval from ABT. Any sale or sales consideration(s) for value under the minimum Consumer Retail Price shall be considered as "Special Sales". Special Sales must be negotiated between ABT and Representative on a sale by sale or individual basis. ABT reserves the right to accept or reject at its discretion any Special Sales proposal(s) submitted by Representative for consideration, or to end negotiations at any time without recourse or obligation to the consumer or to the Representative. The commission rate to be paid to Representative on "Special Sales" shall be **at the sole discretion of ABT, not to exceed six** percent (6%), as authorized under the terms of this Agreement. Representative will submit a written sales order to ABT requesting product. Representative will pay to ABT IN FULL the product retail price less the agreed commission. No product will be manufactured, offered, or provided to Representative or Representative's buyer until; (a) payment in full has been received by ABT; (b) all funds have cleared as in good standing. Representative is an independent entity. Therefore, any and all transactions and/or sales agreements and negotiations are deemed to be solely between the Representative and the buyer(s); prospects; individuals; or businesses.

8. The commission rate payable to Representative for all additions or expansions on existing projects during the term of, and under, this Agreement normally shall be **three** percent (3%).