

Supplier Agreement

with The Change Starts Here Collaborative

This Supplier Agreement (“Agreement”) is being made between _____ (that’s “You”) located at _____ and The Change Starts Here Collaborative LLC (herein in referred to as “The CSH Collab”) located at 6809 Main Street Unit #24 Cincinnati, OH 45244. _____ (“You”) and The Change Starts Here Collaborative (“Our”) may also be referred to as “Party” or together as the “Parties”. This Agreement will become effective on _____ (“Effective Date”).

1. Supplier Status and Responsibilities

- a. **Supplier:** a person or entity that provides a course to the CSH Collab for public distribution. Just for clarity and to remove any potential confusion.
- b. **Supplier Tiers:** Suppliers can commit at several different tiers.
 - i. **Guest:** a Supplier who submits a social media post or blog post that receives no compensation and no feature on the website. No contract required.
 - ii. **Contributor:** a Supplier who submits a course and/or material to the CSH Collab for sale and distribution to the public, with no additional responsibilities to promote the course and/or material for the standard administrative fee outlined in paragraph 2 Compensation below.
 - iii. **Collaborator:** a Supplier who submits a course and/or material to the CSH Collab for sale and distribution to the public, who has additional responsibilities to promote the course and/or material for a lower administrative fee outlined in paragraph 2 Compensation below. Collaborators are required to:
 1. **Monthly** (tracked by calendar month, beginning the next full calendar month)
 - a. Submit one blog post with a photo.
 - b. Submit one social media post with a photo.
 2. **Quarterly** (tracked by calendar quarter, beginning the next full calendar quarter)

- a. Host one support group in the Facebook group.
 - b. Submit one 'Caregiver Tip' video.
 - c. Host one Instagram takeover.
3. **Annually** (tracked beginning at date of joining into a rolling 12-month period)
- a. Submit two courses that are able to be posted online.
- iv. **The CSH Collab shall:**
1. Bear responsibility for obtaining, maintaining, and funding all costs associated with the CSH Collab website.
 2. Feature each Collaborator on The CSH Collab website.
 3. Establish and host (with the exception of Collaborator's quarterly hosting) a support group for customers, currently occurring weekly.
 4. Administer The CSH Collab's Facebook group.
 5. Promote the available courses along with cross promoting positive news about our Collaborators.
 6. Be responsible for collecting income, tracking and distributing compensation.
 7. Bears the responsibility of recruiting and retaining Suppliers and customers.
- c. **Submissions:** To submit content, upload data to The CSH Collab's Google Drive and send an email notification to kam@theCSHcollab.com. Please allow up to 15 days to reformat courses and post to the store and 5 days for social media content to be scheduled.
- d. **Course(s):** Suppliers will submit evergreen mini-courses ranging from 1-2 hours which are broken up into smaller lessons. Every course is required to mention or reference the cause and symptoms of FASD at some point in the course. Courses must follow the Language Guide (as listed on thecshcollab.com) as it is written at time of course agreement as well as focus its topic around neurodiversity. Course submission must also include a title photo and video trailer explaining the course's content and goals. Courses have separate contracts to be signed for each Course Title.

2. Compensation

- a. **Course Title:** A single, complete course that is available for consumers to purchase on the CSH Collab's website.
- b. **Consumer List Price:** The advertised price for a single Course Title before any discounts, price reductions, returns or cancellations. Excludes taxes or delivery fees.
- c. **Consumer Net Price:** The price paid by consumers for a single Course Title, after any discounts, price reductions, returns or cancellations. Excludes taxes or delivery fees.
- d. **Gross Revenue:** Calculated by multiplying the number of Course Title's sold by the Consumer List Price.
- e. **Net Revenue:** Calculated by multiplying the number of Course Titles sold by the Consumer Net Price.
 - i. Contributors keep sixty-percent (60%) of Net Revenue.
 - ii. Collaborators keep eighty-percent (80%) of Net Revenue.
- f. Payments will be electronically transferred to suppliers monthly, no later than 15 days after the close of the month. Unless notified otherwise in writing, Supplier accounts are not required to have accrued a minimum amount for CSH Collab to issue payment.
- g. As a Collaborator, your monthly, quarterly and annual requirements will be tracked and updated to you as part of a monthly report. After two consecutive months of not meeting the Collaborator requirements, you will be given a warning. After one quarter not meeting the requirements your status will be downgraded to Contributor.
- h. **Expenses:** Suppliers are responsible for their own incurred expenses. The CSH Collab will not bear any expense or liability on the Suppliers behalf.

3. Termination

- a. If the Supplier wants to terminate the Agreement they must provide the other Party a 30-day written notice. Upon notification, the course will be unavailable for purchase and after 30 days all course material will be removed from CSH Collab's public store and final payments will be distributed in accordance with the standard payment schedule.
- b. The CSH Collab is not required to post blogs, courses, social media content, etc on behalf of individuals who do not agree with our goals, vision, and ethics. The CSH Collab has the right to immediately terminate this agreement and remove all courses from its public pages as deemed by its leadership. Should this happen, the CSH will

provide written notice and distribute any payments in accordance with the standard payment schedule.

4. Exclusivity.

- a. The courses provided by Supplier under this agreement are offered exclusively to The CSH Collab, and may not be distributed to the public by any method, free or paid, during the term of this Agreement. Suppliers are not restricted from entering into similar agreements or activities with other distributors and/or platforms for courses that have not been provided to The CSH Collab for sale and/or distribution.
- b. The Supplier owns the rights to their created courses and grants The CSH Collab a limited license to sell and distribute the content for the duration of this agreement. Upon termination or expiration, the supplier may take their course elsewhere as they wish.

5. Waiver

- a. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

6. Amendments

- a. This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing. The terms of this Agreement will apply to any amendment the Parties make.

7. Limitation of Liability

- a. To the extent not prohibited by applicable law, in no event will The CSH Collab be liable for personal injury, or any incidental, special, indirect, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to this agreement, your use or inability to use The CSH Collab website, or your development efforts or participation in the program, however caused, whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if The CSH Collab has been advised of the possibility of such damages, and

notwithstanding the failure of essential purpose of any remedy. In no event shall The CSH Collab's total liability to You under this Agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

8. Dispute Resolution

- a. **Negotiation.** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good-faith negotiation.
- b. **Mediation/Arbitration.** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in the State of Ohio, USA.
- c. **Litigation and Choice of Law.** We hate fighting, but if litigation is necessary this Agreement will be interpreted based on the laws of the State of Ohio, USA, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of Ohio, USA.

9. Entire Agreement

- a. This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white. This Agreement supersedes any other written or verbal communications between the Parties. The CSH Collab has the exclusive right to disallow or terminate this contract.

10. Signatures:

Supplier Name	Signature	Date
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The Change Starts Here Collaborative LLC:

Name & Title	Signature	Date
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