

## **COLLABORATION AGREEMENT**

This Collaboration Agreement (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between Team Recovery Ohio, Inc., an Ohio nonprofit corporation (“Inc.”), and Team Recovery Ohio, LLC (“LLC”), an Ohio limited liability corporation.

### **RECITALS:**

A. Inc. and LLC share similar goals in assisting people and their loved ones as they deal with the issues of addiction and sobriety; and

B. In accordance with the terms and conditions set forth herein, Inc. and LLC desire to collaborate in certain efforts which mutually support both parties’ interests and goals.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Collaboration. In accordance with the terms and conditions set forth herein, Inc. and LLC hereby agree to collaborate in promoting their shared goals of assisting people and their loved ones as they deal with the issues of addiction and sobriety.

2. Responsibilities of Inc. Inc. will operate family support programming for family members of people dealing with the issues of addiction and sobriety, provide educational speaking engagements on the subjects of addiction and sobriety, and operate a lifeline phone number for people dealing with the issues of addiction and sobriety. Inc. will only refer individuals calling in to the lifeline phone number to LLC if Inc. believes that LLC is the best source of support of all service providers in the region for the issues of the individual calling the lifeline phone number. In no instance shall Inc. receive any financial remuneration for any referral made by Inc. to LLC through the lifeline phone number.

3. Responsibilities of LLC. LLC will operate family support programming for family members of people dealing with the issues of addiction and sobriety, providing treatment services for those people dealing with the issues of addiction and sobriety and other billable services promoting sober living.

4. Funding. Inc. and LLC acknowledge and agree that there shall be no exchange of monetary compensation for the collaboration efforts set forth in this Agreement; provided, however, Inc. may apply for available grants from other entities and may work with LLC to provide some or all of the underlying services that are covered by the grant if and only if Inc. believes that LLC is the best entity to assist with fulfilling the services covered by the grant.

5. Initial Term; Renewal. This Agreement shall commence on the Effective Date and expire on the first anniversary of the Effective Date, unless terminated earlier as provided in Section 8. Thereafter, this Agreement shall automatically renew for successive one-year terms, unless either party provides written notice to the other of intent not to renew at least sixty (60) days prior to the expiration of any then current term.

6. **Independent Organizations; No Authority.** Inc. and LLC expressly acknowledge and agree that they each are, and intend to remain, separate and independent organizations and each agrees that their conduct, and that of their employees, agents, and representatives, are their sole responsibility. The relationship of the parties under this Agreement is that of independent contracting parties. Neither party shall be deemed to be an employee, agent, partner, joint venture, fiduciary or legal representative of the other for any purpose and neither shall have any right power, or authority to create any obligation or responsibility on behalf of the other. Neither party shall hold itself out as an agent or representative of, permit its employees, agents, or representatives to speak or act on behalf of or purport to speak or act on behalf of the other.

7. **No Publicity.** Except as otherwise set forth herein, neither party may use the other party's name, trademarks, service marks, trade names, logos, slogans or other commercial or product designations for any purpose, including, but not limited to any promotional or marketing purposes, without the prior written consent of the other party in each instance. Without limiting the generality of the foregoing, unless required by law, no party will, without the prior written approval of the other party, make any public statement, press release, presentation, or other announcement relating to the existence or terms of this Agreement.

8. **Termination.** Either party may terminate this Agreement for any or no reason upon thirty (30) days written notice to the other party. In addition, either party may terminate the Agreement immediately by giving written notice to such effect if: (a) the other party commits a material breach of the Agreement, the non-breaching party may immediately terminate this Agreement effective upon thirty (30) days written notice of the breach to the breaching party provided that the breaching party has not cured the breach within such 30 day period; (b) the other party (i) dissolves, liquidates, or ceases to engage in its operations, or (ii) commences any proceeding under any bankruptcy or insolvency law, including assignments for the benefit of creditors, appointment of a custodian, receiver, or trustee; (c) there is a change of control by the other party that results in the merger, acquisition, or sale of all or substantially all of the party's assets to an unaffiliated third party; or (iii) the other party engages in any conduct which, in the other party's sole opinion, reflects materially and unfavorably upon the reputation of such other party or subjects or could subject such other party to public disrepute. Except as set forth herein, on expiration or earlier termination of this Agreement, the parties will be relieved of their respective further obligations under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") agrees to indemnify, defend and hold the other party and its directors, officers, members, employees, representatives and agents harmless against any and all damages, losses, costs, expenses and judgements, including but not limited to, reasonable costs and attorneys' fees, arising out of or in connection with any claims, demands, assessments, suits, proceedings brought by a third party in connection with: (i) any breach or alleged breach of any of the Indemnifying Party's obligations, representations or warranties hereunder; and (ii) the Indemnifying Party's negligent, grossly negligent or wrongful acts or omissions or intentional misconduct hereunder. The termination or expiration of this Agreement shall not affect the parties' continuing obligations under this Section. The parties acknowledge and agree: (i) the indemnified party will provide to the Indemnifying Party prompt

written notice of any such claim upon receipt of notice of such claim; (ii) the indemnified party will grant to the Indemnifying Party, and the Indemnifying Party will have, the exclusive right to defend any such claim and make settlements for such claim at the Indemnifying Party's own discretion; (iii) the indemnified party will not settle or compromise such claim, except with prior written consent of the Indemnifying Party; (iv) the indemnified party will give, at the Indemnifying Party's expense, such assistance and information as the Indemnifying Party may reasonably require to settle or oppose such claims; and (v) notwithstanding the foregoing, the indemnified party may, however, participate in the defense or settlement of such claim at its own expense and with its own choice of counsel.

## 10. Representation and Warranties.

(a) INC. Inc. represents and warrants that: (i) it has all rights necessary to enter into and to perform its obligations under this Agreement; (ii) it will comply with all applicable laws, rules, and regulations in its performance of all obligations under this Agreement; (iii) it will not knowingly violate, misappropriate or infringe the rights of any third party, including, without limitation, patent, copyright, trademark, trade secret, and other intellectual property, proprietary, and contractual rights, as well as the rights of privacy and publicity; (iv) it will not, in the performance of any obligations hereunder, knowingly give rise to any allegation of libel, slander, defamation, or other similar claim; and (v) neither Inc., or any of its officers, directors, principals, representatives, contractors, agents or employees, will, directly or indirectly, disparage or otherwise adversely affect the reputation, image and/or customer goodwill of LLC or any of its respective representatives, employees or other affiliated persons or entities, or any of its products, services or operations in any manner whatsoever.

(b) LLC. LLC represents and warrants that LLC: (i) has all rights necessary to enter into and to perform its obligations under this Agreement; (ii) will comply with all applicable laws, rules, and regulations in its performance of all obligations under this Agreement; (iii) will not knowingly violate, misappropriate or infringe the rights of any third party, including, without limitation, patent, copyright, trademark, trade secret, and other intellectual property, proprietary, and contractual rights, as well as the rights of privacy and publicity; (iv) it will not, in the performance of its obligations hereunder, knowingly give rise to any allegation of libel, slander, defamation, or other similar claim; and (v) neither LLC, or any of its members, officers, directors, principals, representatives, contractors, agents or employees, will, directly or indirectly, disparage or otherwise adversely affect the reputation, image and/or customer goodwill of Inc. or any of its respective representatives, employees or other affiliated persons or entities, or any of its products, services or operations in any manner whatsoever.

(c) Unfavorable Activities. Neither party shall engage in any activity that will reflect unfavorably on the other Party, or that will tarnish the other party's name, logos, trademarks, service marks or other identifying indicia of such other party. Violation of this Section shall be a material breach of this Agreement and upon the occurrence

thereof, the non-breaching party may immediately terminate this Agreement by written notice thereof to the breaching party.

11. Limitation of Liability. EXCEPT FOR ANYTHING TO THE CONTRARY HEREIN AND EXCLUDING EACH PARTY'S RESPECTIVE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OR OTHERWISE RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOSS OR REVENUE, LOST OF PROFIT OR SAVINGS, OR LOSS OF USE) EVEN IF THE OTHER PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

12. Force Majeure. No party will be liable or responsible to any other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities; or (ix) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions (each of the foregoing, a "Force Majeure"), in each case, provided that (A) such event is outside the reasonable control of the affected party(ies); (B) the affected party provides prompt notice to the other party(ies), stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure. This Section does not limit or impair either party's right to otherwise terminate this Agreement, notwithstanding that such change may result from or be related to a Force Majeure.

13. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the parties at the applicable address on the signature page herein. Notices sent in accordance with this Section will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by email, upon receipt of delivery and if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third (3<sup>rd</sup>) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14. Entire Agreement. This Agreement contains the entire agreement of the parties for all matter relating to the subject matter of this Agreement.

15. Amendment; Waiver. No amendment to or modification of, or termination of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**TEAM RECOVERY OHIO, INC.**

Address:

Attn:  
4352 West Sylvania Avenue, Suite B  
Toledo, OH 43623

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TEAM RECOVERY OHIO LLC**

Address:

Attn:  
4352 West Sylvania Avenue  
Toledo, OH 43623

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_