

## Commercial Ambassador Agreement

THIS AGREEMENT (this “**Agreement**”) is made between OraBio, Inc., a Delaware corporation (the “**Company**”), and (the “**Commercial Ambassador**”). Each of the Company and the Commercial Ambassador may be referred to herein individually as a “**Party**” and together as the “**Parties.**”

**WHEREAS:** The Company is in the business of researching, developing, manufacturing and marketing and selling dental products, equipment and services;

**WHEREAS:** The Commercial Ambassador is in the business of providing dental consulting services with clients who are dental professionals or dental offices. (the “**Program**”); and

**WHEREAS:** The Commercial Ambassador desires to promote the Company’s products and services and the Company desires for the Commercial Ambassador to promote the Company’s products and services, subject to the terms and conditions of this Agreement.

### **SECTION 1: DEFINITIONS**

1.1 “**Qualified Sale**” means a sale of the Products or Company’s services to a Member using the Commercial Ambassador’s unique tracking ID, where the Member has purchased the Products or services and such sale has been confirmed by the Company.

1.2 “**Commission**” means the monetary compensation that the Company pays to the Commercial Ambassador for each Qualified Sale, as set forth in Exhibit A attached hereto.

1.3 “**Members**” means customers or potential customers of the Commercial Ambassador.

1.4 “**Products**” refers to all Company products made available for the Program as listed in Exhibit B attached hereto.

### **SECTION 2: DUTIES AND OBLIGATIONS**

2.1 Commercial Ambassador Duties: The Commercial Ambassador agrees to perform the following duties:

- Commercial Ambassador agrees to promote the Products to Members; and
- Commercial Ambassador agrees provide Product information provided by the Company to Members.

2.2 Company Duties: The Company agrees to perform the following duties:

- The Company will provide the Commercial Ambassador with all necessary promotions, promotional materials and samples to effectively promote the Products and services to Members;
- The Company will provide Commercial Ambassador with training on the administrative process of account assignment, use of all technology, and commission structures;
- The Company will provide necessary training and support to enable Members to use the

- Products; and
- The Company will pay the Commissions to the Commercial Ambassador in accordance with the terms set forth in Exhibit A.

### SECTION 3: COMMISSIONS

3.1 Commission Structure: The Company will pay the Commercial Ambassador a commission for each Qualified Sale. The commission structure is detailed in Exhibit A. Discounts available to Commercial Ambassador Members is listed in Exhibit B.

3.2 Order Assignment & Last Order Attribution: The Company has created a tracking identification system that is linked to promotion codes, QR codes or direct links. The Company will assign the Commercial Ambassador a unique tracking ID on the first order and it will be assigned to all orders through Commercial Ambassador going forward. The Company follows the last order attribution model. If a Member submits an order for a Product or Company service using the unique tracking ID of a Commercial Ambassador other than the Commercial Ambassador, than such sale to the Member shall not be a Qualified Sale for purposes of this Agreement and the Commercial Ambassador shall not receive any Commissions on such sale.

3.3 Payment Frequency and Timeline: The Company will calculate Commissions on a monthly basis and will issue payments quarterly. The Commercial Ambassador shall be responsible for the payment of all taxes (including income and sales taxes) on any amounts received by it hereunder.

3.4 Reporting: The Company will provide the Commercial Ambassador with access to a portal (the “**Commercial Ambassador Portal**”) for review of Qualified Sales and calculations of Commissions.

3.5 Terms and Conditions and Product Alterations: The Company retains the right to alter the terms and conditions of the Commission as outlined in Exhibit A and the Products included in Exhibit B, at its sole discretion upon at least ten (10) days’ advance written notice to the Commercial Ambassador.

### SECTION 4: CONFIDENTIALITY

4.1 Definition: “**Confidential Information**” means any information that a Party (“**Disclosing Party**”) discloses to the other Party (“**Receiving Party**”) that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to Products or services, and other proprietary information.

4.2 Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential and to use at least commercially reasonable efforts to protect Confidential Information from disclosure. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party, The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

4.3 Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure as established by reasonable documentary evidence; is disclosed to the Receiving Party by a third party who does not have any duty of confidentiality to the Disclosing Party; is publicly available through no fault of the Receiving Party; is independently developed by the Receiving Party without use of or reference to the Confidential Information as established by reasonable documentary evidence; or is required to be disclosed by law, court order, or any government or regulatory authority.

4.4 Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, the Receiving Party shall give the Disclosing Party prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

4.5 Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request at any time, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party (unless required by law to retain it).

4.6 Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

## **SECTION 5: INTELLECTUAL PROPERTY**

5.1 Ownership: Commercial Ambassador acknowledges that the Company and its licensors own all rights, title, and interest in the Product(s), service(s) and all intellectual property rights therein. Nothing in this Agreement gives Commercial Ambassador any right, title, or interest in the Product(s), service(s) or any associated trademarks.

## **SECTION 6: TERM AND TERMINATION**

6.1 Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.

6.2 Termination without Cause: Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party. Upon termination without cause, the terminating Party is under no obligation to provide reasoning for the termination.

6.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within thirty (30) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion;
- Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or

- Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.

6.4 Effect of Termination: Upon termination or expiration of this Agreement for any reason:

- The rights granted to the Commercial Ambassador under this Agreement will immediately cease, and the Commercial Ambassador must promptly discontinue all promotion of the Products or Company services; and
- Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.

6.5 Survival: The rights and obligations of the Parties set forth in this Section 6 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

## **SECTION 7: GENERAL PROVISIONS**

7.1 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the state of Pennsylvania. Any dispute, claim or controversy arising out of this Agreement or the transactions contemplated hereby shall be subject to the exclusive jurisdiction of the federal and state courts located in Pittsburgh, Pennsylvania. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.2 Entire Agreement: This Agreement, including any exhibits, contains the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

7.3 Amendments: Except as otherwise provided in Section 3.5 regarding Exhibit A and Exhibit B attached hereto, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7.4 Waiver: 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 waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.

7.5 Indemnification: The Commercial Ambassador shall defend, indemnify, and hold harmless Company, its affiliates, and their shareholders, directors, officers, employees, agents and representatives from all losses, damages, claims, actions and other amounts, including attorneys' fees, arising out or resulting from any third-party claim regarding its obligations under this Agreement.

7.6 Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any

other jurisdiction.

7.7 Notices: All notices and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with confirmation of receipt), certified or registered mail (return receipt requested, postage prepaid) or email and shall be effective only on receipt by the receiving Party.

Notice to the Company:	OraBio, Inc. 285 Kappa Drive, Suite 100 Pittsburgh, PA 15238 Attn.: John Boresi Email: john.boresi@orabio.com
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7.8 Independent Contractor Relationship: The Commercial Ambassador is an independent contractor of the Company, and this Agreement does not create any association, partnership, joint venture, employee, or agency relationship between the Commercial Ambassador and the Company. The Commercial Ambassador has no authority to bind the Company to any party or make any agreements or representations on its behalf.

7.9 Non-Exclusivity: The relationship between the Company and the Commercial Ambassador is non-exclusive. Both Parties are free to enter into similar agreements with other parties.

7.10 Beneficiaries; No Assignment: This Agreement shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns. The Commercial Ambassador may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company’s prior written consent.

7.11 Interpretation: The headings in this Agreement are inserted for convenience of reference only and shall not be used in the interpretation of this Agreement. For purposes of this Agreement, the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.”

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

## EXHIBIT A: COMMISSIONS

This Exhibit A forms part of the Agreement to which it is attached and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit A and the terms of the main body of the Agreement, the terms of the main body of the Agreement will prevail.

**Commission Rate:** The Commercial Ambassador will receive a commission of 5.0% of the net sales price (excluding any applicable taxes, shipping, handling, insurance and related transportation fees, discounts, credits, rebates or returns) for each Qualified Sale. Commission rate applies to all Qualified Sales to Members and Members' patients referred to an associated site.

**Qualified Sales Verification:** The Company will assign unique ID to the Commercial Ambassador via link, QR code, or promotional code. Once this code has been provided to a Member, the Commercial Ambassador receives credit for the revenue without having to use the code for ordering. Tracking of activity can be accomplished via the Commercial Ambassador Portal. Once an account has been assigned to the Commercial Ambassador, it will remain assigned unless it falls under last order attribution guidelines outlined in Section 3.2 of the Agreement.

**Sales Territory/Boundaries:** The OraBio Commercial Ambassador program does not have geographical territories. The Commercial Ambassador is permitted to develop and sell within the United States.

## **EXHIBIT B: PRODUCTS**

This Exhibit B forms part of the Agreement to which it is attached and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Exhibit B and the terms of the main body of the Agreement, the terms of the main body of the Agreement will prevail.

The following Products and Member discounts are included in the OraBio Commercial Ambassador program. The Company reserves the right to add or delete Products from the list.

Perioavance Oral Rinse  
Item Number 7374-601

Member Discount- Members will receive a 10% discount on all orders for Perioavance products placed on the OraBio website. [www.orabio.com](http://www.orabio.com)