

PRODUCT AND MAINTENANCE AGREEMENT

This AGREEMENT FOR PRODUCT SUPPLY AND MAINTENANCE SERVICES (“**Agreement**”), effective as of June 15, 2020 (“**Effective Date**”), is by and between Hand Sanitizer Deliveries, (“**Hand**”), and _____ (“**Client**”).

1. **Term of Agreement.** The Term of this Agreement is for a period of two years commencing on the Effective Date (the “**Term**”).
2. **Product Supply.** Hand will supply Client with a _____ (the “**Equipment**”) for the duration of the Term, as well as a monthly supply of three gallons of hand sanitizer in _____ form (the “**Sanitizer**”) to be delivered on the first of every month thereafter, for the duration of the Term (the “**Product Supply**”).
3. **Maintenance and Repair.** Hand will perform maintenance services on the Equipment every _____, as well as repairs within two business days of Client notifying Hand of malfunction, breakdown or disrepair in said Equipment (the “**Maintenance and Repair Services**”). Said Maintenance and Repair Services will include refilling the Equipment with Sanitizer.
4. **Subcontractors.** Client acknowledges that Hand may, in the rendition of the Maintenance and Repair Services hereunder, engage third party suppliers and other vendors and subcontractors (“**Subcontractors**”) from time to time to provide said Maintenance and Repair Services. Hand shall supervise such services and endeavor to guard against any loss to Client as the result of the failure of Subcontractors to properly execute their commitments, but Hand shall not be responsible for their failure, acts or omissions, except where such failure, acts or omissions are due to Hand’s negligence or willful misconduct. If Client enters into arrangements with third party vendors, subcontractors or suppliers regarding the provision of Maintenance and Repair Services, without Hand’s express written authorization, Client will remain solely responsible for such vendors’, subcontractors’ or suppliers’ failure, acts or omissions, whether or not said failure, acts or omissions are due to Hand’s negligence.
5. **Fees, Payments, and Expenses.**
 - a. **Fees.** As compensation for the Product Supply and Maintenance and Repair Services rendered pursuant to this Agreement, Client agrees to pay Hand a monthly recurring fee commencing on the Effective date and thereafter on the first of each month for the duration of the Term, in the amount of \$190.00 (the “**Recurring Fees**”).
 - b. **Repair and Replacement Fees.** If the Equipment malfunctions, or becomes damaged, and said malfunction or damage did not arise as a result of any ill usage, abuse, misuse, or conduct by Client or its designees, employees, tenants, customers, visitors or occupants, then Hand will repair or replace said Equipment free of charge. Hand will decide in its own absolute discretion, whether to repair or replace said Equipment.

If the Equipment malfunctions, or becomes damaged, and said malfunction or damage arose as a result of any ill usage, abuse, misuse or conduct by Client or its designees, employees, tenants, customers, visitors or occupants, then Hand will repair or replace said Equipment, and will charge Client a fee to repair or replace said Equipment as the case may be. Hand’s fee to repair the Equipment will be Hand’s cost of repairing said Equipment plus an additional administrative fee of 15% of its cost (the “**Repair Fee**”). Hand’s fee to replace the

Equipment will be limited to \$215 (the “**Replacement Fee**”). Hand will decide in its own absolute discretion, whether to repair or replace said Equipment. The Repair Fee and/or Replacement Fee will be added to the Recurring Fee.

- c. Payment Of Fees. Client will elect in writing (the “**Payment Election**”) to pay the Recurring, Repair, Replacement and/or Termination Fee as well as for any other fees and charges that may become payable from time to time, either by way of credit card or by way of pre-authorized debit (PAD). Once such a Payment Election is made, said Payment Election cannot be changed without both parties express written agreement.

If Client elects to pay by credit card, Client authorizes Hand and any third party that processes payments on Hand’s behalf to use Client’s credit card to pay the fees set out in this Agreement and to retain Client’s credit card and payment information for the duration of the Term and/or for any outstanding balances. Client waives all pre-notification of the amounts and dates of the charges to Client’s credit card (including any change resulting from an upgrade to the Product Supply).

If Client elects to pay by pre-authorized debit (PAD), Client authorizes Hand and any financial institution Hand may authorize at any time to debit Client’s specified account to pay the fees set out in this Agreement. Client authorizes Hand, any such financial institution and any third party that processes payments on Hand’s behalf, to debit Client’s specified account in such manner and retain Client’s account information for the duration of the Term and/or for any outstanding balances. Client waives its right to receive pre-notification of any change in the amount of the PAD or any change in the day or dates of the month on which such PAD is processed (including any change resulting from an upgrade to the Product Supply). This authority will remain in effect until the Payment Election is changed as described above, and client provides written notification from of its change of authorization or termination. Said written notification must be received by Hand at least 60 days before the next debit is scheduled at the address for Notices provided in Section 10 below. Client may obtain a sample cancellation form, or more information on Client’s right to cancel this PAD agreement at its financial institution.

6. **Termination.**

- a. Termination. Either party may terminate this Agreement earlier than the Term discussed above by giving 48 hours written notice to the other party upon the occurrence of any of the following events:
- i. The commission by the other party of a material breach of this Agreement, which breach is not cured within thirty (30) days of the other party’s receipt of written notice of such breach; or
 - ii. The other party has or may be commencing a voluntary or involuntary bankruptcy, receivership or similar proceeding with respect to such other party.
- b. Client may terminate this Agreement earlier than the Term discussed above by providing four (4) months’ written notice (the “**Early Termination Period**”). Client will continue to fulfill all of its obligations pursuant to this Agreement throughout the Early Termination Period.

- c. **Effect of Termination.** Client shall pay all Recurring, Repair and/or Replacement Fees to the date of termination, and in the case of section 6 b. above, throughout the Early Termination Period.
 - d. **Return of Property.** Within ten (10) days after the termination or expiration of this Agreement, Client will return the Equipment to Hand, in the same condition as when initially supplied by Hand to Client, subject to usual wear and tear. Should Client fail to return Equipment upon Termination, or should the Equipment be returned in a condition other than the condition as when initially supplied by Hand to Client Client agrees to pay Hand:
 - i. In the case of Client's failure to return the Equipment, a replacement fee of \$350 (the "Termination Replacement Fee"); and
 - ii. In the case of the Equipment returning in a condition different from that supplied to Client, a Repair Fee.
 - e. Client agrees that Hand will charge any and all Repair Fees and Termination Replacement Fees that had not been charged prior to the termination or expiry of this Agreement, in the same manner as set out in section 5 c.
7. **Right of Substitution.** Hand, in its own discretion, may replace or substitute the Sanitizer with a similar product of equal quality.
8. **Indemnity.**
- a. **Client Indemnity.** Client shall indemnify, defend, and hold harmless Hand, its parents, subsidiaries, and affiliated companies, and its and their respective employees, officers, directors, shareholders, and agents (each a "**Hand Indemnitee**") from and against any and all Loss incurred by a Hand Indemnitee based upon or arising out of any third-party claim, allegation, demand, suit, or proceeding (each, a "**Claim**") made or brought against any Hand Indemnitee with respect to the Product Supply or Maintenance and Repair Services pursuant to this Agreement, for (i) death, personal injury, or product liability (including health and safety) claims or actions arising from the use or placement of the Equipment and/or the Sanitizer, and (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Client or its employees, agents or Client Affiliates.
 - b. **Notification of Claims.** Hand shall provide prompt written notice to Client for such indemnification of any claim or demand which Hand has determined has given or could give rise to a right of indemnification under this Agreement. Client shall promptly undertake to discharge its obligations hereunder. Additionally, the Client shall employ counsel reasonably acceptable to Hand to defend any such claim or demand asserted against Hand. Hand shall have the right to participate in the defense of any such claim or demand at Client's expense. Hand shall cooperate with Client in any such defense. In addition, Hand shall at all times have the right to fully participate in any settlement which it reasonably believes would have an adverse effect on its business, but Hand shall not make any settlement of any Claims that might give rise to liability of Client without the prior written consent of Client. Hand shall make available to Client or its agents all records and other materials in Hand's possession reasonably required by it for its use in contesting any third party claim or demand.

9. **Governing Law, Jurisdiction, and Venue.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
10. **Notices.** Notices under this Agreement are sufficient if delivered by overnight courier service, certified mail (return receipt requested), or personal delivery to the other party at the address below:

If to Hand:

If to Client:

Notice is effective: (i) when delivered personally, (ii) three (3) business days after sent by certified mail, or (iii) on the business day after sent by a courier service for next day delivery. A party may change its notice address by giving notice in accordance with this paragraph.

11. **Waiver.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any agreement, covenant or condition of this Agreement shall not constitute a waiver with respect thereto or with respect to any subsequent act.
12. **No Third Party Beneficiaries.** This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
14. **Assignment.** Hand may assign all or a portion of this Agreement, or subcontract or delegate any of its respective rights or obligations under this Agreement, without Client's prior written consent.
15. **Paragraph Headings and Captions.** Paragraph headings and captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.
16. **Severability.** Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under any such law, such provision shall be limited to the minimum extent necessary to render the same valid or shall be excised from this Agreement, as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law, and the parties shall negotiate in good

faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated by this Agreement can be consummated as contemplated.

17. **Force Majeure.** Neither Client nor Hand shall be liable to the other for any failure, inability, or delay in performing hereunder if caused by any cause beyond the reasonable control of the party so failing, including, without limitation, an Act of God, war, strike, or fire; but due diligence shall be used in curing such cause and in resuming performance. Notwithstanding the foregoing, Client is at all times required to pay all fees set out in this Agreement, save and except that the Recurring Fee will be discounted for the months that Hand fails to deliver Sanitizer.
18. **Independent Contractors; No Partnership or Joint Venture.** Client and Hand agree that Hand shall perform its duties under this Agreement as an independent contractor.
19. **Survival.** Provisions of this Agreement, the performance of which by either or both parties, or by their sense and context, are intended to survive, will survive the completion, expiration, termination or cancellation of this Agreement.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between Hand and Client relating to the subject matter hereof and supersedes any prior agreement or understandings between them. This Agreement may not be modified or amended unless such modification or amendment is agreed to by both Hand and Client in writing.

IN WITNESS WHEREOF, Hand and Client have executed this Agreement on the day and date as first appears.

By: _____
Name: _____
Title: Director

By: _____
Name: _____
Title: Director