



NJSOP MEMBER BENEFITS TERMS (approved by BOD 9-28-22)

The initial term of this member benefit will be for a period of one year commencing upon the approval date. The approval is not an exclusive agreement or endorsement of the Company/Consultant or product/services. At the conclusion of one year, both parties may renew the member benefit relationship with any agreed upon amendments, for a period of one or two years unless canceled by any of the parties upon 60 days written notice prior to the then scheduled expiration date. The agreement is not an evergreen agreement, and must be renewed in writing at the expiration of the agreement. Upon termination, the NJSOP will be paid in full all outstanding royalties within 90 days of said termination. NJSOP is not responsible if a NJSOP member fails to comply with the Company/Consultant /member account agreement.

NJSOP and the Company/Consultant are also referred to as the parties in these agreement terms. NJSOP member populations range from doctor of optometry students through retired career stages, and affiliated professionals. The Company/Consultant product/services is referred to as product/services in these agreement terms.

ROYALTIES

If there are royalties from the member benefit, during the benefit term, Company/Consultant will pay royalties to NJSOP with backup documentation substantiating the Royalties due. **(Royalties discussed with company)** will be paid to NJSOP a quarterly basis. A 12% annual interest rate will apply in the event that Royalties are not paid within 60 days of the close of each quarterly period. In the event that NJSOP is forced to institute legal proceedings to collect Royalties, Company/Consultant will pay all reasonable costs of collection. NJSOP will have the right to audit and request additional documentation to verify the accuracy of the royalties calculation.

WHAT TO EXPECT FROM NJSOP

NJSOP will promote the full list of NJSOP member benefits via the various NJSOP communications media, including on the website. NJSOP provides the Company/Consultant a limited license to use the NJSOP name and logo in conjunction with the promotion of the Product/Services. The use must include the disclaimer - *This is a (year) NJSOP member benefit from [Company/Consultant name]. NJSOP does not specifically endorse this single product but encourage product users to consider if it has a place in your practice.*

MARKETING and EXHIBITING OPPORTUNITIES

For a fee of \$1000, NJSOP will grant the Company/Consultant access to an **opt-out mailing list for direct solicitation** during the agreement. Phone numbers and emails are not provided. The mailing list is not permitted to be used for any other reason. The mailing list remains the sole property of NJSOP. However, Company/Consultant may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes part of the Company/Consultant's own files and Company/Consultant shall be entitled to use this information for any purpose. Company/Consultant will not use this separate information in a manner that would imply endorsement by NJSOP. NJSOP shall have the right of prior approval of all Company/Consultant advertising and solicitation materials which contain NJSOP's name or logo.

Company/Consultant may also take advantage of the **NJSOP exhibitor and sponsor opportunities**, with a variety of price points. Details and costs can be found here.

RESPONSIBILITIES of COMPANY/CONSULTANT

Company/Consultant shall design, develop, and administer the Product/Services for NJSOP, and all advertising, solicitation and promotional materials with regard to the product/services.

NJSOP provides the Company/Consultant a **limited license to use the NJSOP name and logo** in conjunction with the promotion of the product/services. The use must include the disclaimer - *This is a (year) NJSOP member benefit from [Company/Consultant name]. NJSOP does not specifically endorse this single product but encourage product users to consider if it has a place in your practice.*

All NJSOP members' inquiries or purchases shall be handled and managed by Company/Consultant trained staff.

TERMINATION OF AGREEMENT

Either NJSOP or Company/Consultant shall have the right to terminate this agreement at any time with 30 days written notice. Upon termination of this agreement, Company/Consultant shall cease to use the NJSOP name or logos.

Company/Consultant agrees that upon such termination it will not claim any right, title or interest in or to the name and logo of the mailing lists provided pursuant to this agreement. However, Company/Consultant may conclude all solicitation that is required by law.

MUTUAL INDEMNIFICATION

Each party hereby covenants to defend, indemnify and hold harmless the other party against all losses, liabilities, costs and expenses, including, without limitation, related legal fees and disbursements, incurred by the indemnified party, if and to the extent such loss, liability, cost or expense results from (a) the acts or omissions of the indemnifying party, its employees, agents, officers, directors or any other person acting on its behalf or (b) for any alleged or actual breach by of the indemnifying party of any provision hereof or the inaccuracy of any warranty or representation made by the indemnifying party herein.

GOVERNING LAW

This agreement is governed by the laws of the State of New Jersey. NJSOP and Company/Consultant agree to first negotiate in good faith to resolve any disagreements. If such negotiations fail, the parties agree that any controversy or claim arising out of or relating to this Agreement shall be resolved by mutually agreed upon alternative dispute resolution method in New Jersey. Any judgment on the award rendered by alternative dispute resolution method may be entered in any Court having jurisdiction over the parties.

LIMITATION OF LIABILITY

Neither party shall be liable for any special or consequential damages or loss of profits occasioned by any breach of the terms of this agreement.

AUTHORITY

Each party, by its representative, has duly executed this Agreement as of the date first written above, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Agreement for and on behalf of such party.

Current NJSOP Member Benefits - <https://njsop.org/aws/NJSOP/pt/sp/benefits>