

Affiliate Dealer Agreement

This Affiliate Dealer Agreement (this "**Agreement**" **GreenTech Environmental, LLC** ("**GreenTech**"), located at 6118 Kingsport Highway, Johnson City, Tennessee 37615. Greentech and Affiliate Dealer may be collectively referred to as "Parties", and individually as a "Party".

RECITALS:

WHEREAS, Greentech is a producer and seller, among other things, of certain branded household consumer products and parts lines (the "Products").

WHEREAS, Greentech and Affiliate Dealer are parties to that certain Distributor Agreement governing the sale of the Products as well as certain other products, which is also governed by the Greentech Direct Policies and Procedures dated January 1, 2021 and the Greentech Direct Compensation Plan (collectively, the Compensation Plan, Policies and Procedures and the Distributor Agreement, are referred to as the "Prior Agreement"); and

WHEREAS, Greentech and Affiliate Dealer desire to supersede and replace the Prior Agreement in its entirety and Greentech desires to secure the services of Affiliate Dealer to market and sell Greentech's Products to customers and potential customers; and

WHEREAS, Affiliate Dealer is desirous of securing the right to purchase the Products at specified rates and negotiate sales of Greentech's products or merchandise to customers.

NOW THEREFORE, in consideration of the premises and covenants and undertakings herein contained, it is mutually agreed as follows:

1. **Appointment.** Greentech hereby appoints Affiliate Dealer, and Affiliate Dealer hereby agrees to purchase Greentech Products as an Affiliate Dealer for negotiations of sales of the Products, subject to the terms, provisions, and conditions hereof,.

2. Pricing.

(a) Pricing Schedules. Greentech establishes the pricing at which it sells to Affiliate Dealer and reserves the right to amend the pricing structure at any time upon thirty (30) days' prior notification to Affiliate Dealer. All pricing schedules are confidential and may not be published, posted, or communicated to third parties in any way. Subject to Section 2(b) below, Affiliate Dealer may sell the Products for prices at its discretion; provided, however Greentech establishes the methods and manner of advertising the Products.

(b) Minimum Advertised Price Policy.
i. Greentech's price lists shall include a listed Minimum Advertised Price ("MAP"). Affiliate Dealer shall not advertise, to the public or any third party, any price below the listed MAP. This includes the following:
A. Advertising below MAP using any method in or on any form of media; or
B. Advertising "bundled" products for sale at a price less than the total MAP value of those products, or including Greentech Products "bundled" with product(s) from other manufacturers, unless Affiliate Dealer has been granted prior written permission by Greentech; or
C. Any communication, including website features that act as a method of revealing a price lower than MAP prior to product being placed in a customer's "shopping cart", deemed by Greentech to be initiated by Affiliate Dealer; or
D. Any other activity that Greentech, in its sole discretion, determines is designed or intended to circumvent the intent of this MAP Policy.

ii. Method of Recourse. On the occasion that Greentech identifies a violation by Affiliate Dealer or those to whom Affiliate Dealer provides Product, Greentech will notify Affiliate Dealer, in writing, of the nature and location of the violation. Upon receipt of written notification of a violation, Affiliate Dealer must make a good faith effort to resolve the violation as quickly as possible. Affiliate Dealer will have three (3) business days from the time they are notified of a violation of the MAP Policy to resolve the violation. If Affiliate Dealer provides product to a third party who is found to be violating these terms, Greentech may consider Affiliate Dealer

to be in violation of these terms. If the violation is not resolved in the given time-frame, GreenTech shall cease to sell and/or provide Affiliate Dealer with Products and services.

3. **No Internet Marketplace Sales.** Affiliate Dealer shall not:

(a) Advertise or sell Products on Amazon.com, Jet.com, WalMart.com, ebay.com, Rakuten.com, or any similar internet marketplace website;

(b) Sell Products to any third party or customer who sells Products on Amazon.com, Jet.com, WalMart.com, ebay.com, Rakuten.com, or any similar internet marketplace website;

(c) Enter into any arrangement or agreement for the fulfillment of any orders of Products by Amazon.com, Jet.com, WalMart.com, ebay.com, Rakuten.com, or any similar internet marketplace website;

(d) Employ search engine optimization and/or paid keyword advertising using GreenTech's name, product names or other trademarks owned by GreenTech; or

(e) Obtain or utilize any domain name, account name, channel name, or profile name including GreenTech's name, product names, or other trademarks owned by GreenTech.

4. **Marketing.** Affiliate Dealer shall comply with all marketing and advertising policies and requirements of Greentech, and all advertising initiated by Affiliate Dealer must abide by all terms in this Agreement, including but not limited to the MAP Policy. From time to time, Greentech may establish approved marketing materials or messaging, and Affiliate Dealer shall comply with and conform to such marketing materials and messaging upon written notice from GreenTech.

5. **Purchase Order Confirmation.** Affiliate Dealer shall submit orders, electronically or in writing, for acceptance or rejection by Greentech. Greentech may accept or reject orders on factors including Product availability, manufacturing capacity, or otherwise as GreenTech may determine in its sole and absolute discretion. Orders will be accepted or rejected as soon as reasonably practicable, and in no event more than three (3) business days after Greentech's receipt.

6. **Payment Terms.** Payment terms for Product purchases are cash or wire transfer at the time of order or by credit card. A Credit Card Authorization for Affiliate Dealer must be on file with Greentech for each card used. Authorization to use a credit card may be terminated by Affiliate Dealer at any time via written notice. Only Affiliate Dealer's personal credit card or business credit card may be used. Greentech will not accept a credit card belonging to Affiliate Dealer's customer or any third party.

7. **Minimum Purchase Requirement.** The only minimum purchase requirement is the \$19.95 Business Fee.

8. No minimum product purchase at this time –subject to change with 30 days notice.

9. **Shipments.**

(a) Shipping Policy. As part of Greentech's commitment to supporting Affiliate Dealer, Greentech will make reasonable efforts to fulfill orders the same day if received within 24 hours. Occasionally shipping will be delayed due to weather and other uncontrollable circumstances.

(b) Shipping Provider. Greentech shall select the shipping provider used for small package shipping, and will select the most economical method of shipping unless Affiliate Dealer designates a specific method or target delivery date at the time of order and pays any associated costs. Affiliate Dealer shall be responsible for all shipping costs, which must be paid at the time of the order. Prices charged for shipping are at Greentech's sole discretion and are based on estimated weight and current carrier listings.

9. **Return Material Authorization.** All returns for any reason require Greentech's Return Material Authorization ("RMA"). To obtain a Return Material Authorization ("RMA") number, Affiliate Dealer or Affiliate Dealer's customer

must contact GreenTech. Greentech will provide technical support and, if necessary, initiate the RMA process and issue an RMA number. All returns, for any reason including, but not limited to, warranty service, out of warranty service, and for refund must be clearly marked, on the outermost packaging with the RMA number issued by Greentech for that return. Any items received by Greentech without a proper RMA number or items marked with an RMA number that does not match the items received will, at GreenTech's sole discretion:

(a) Be returned to sender; or, if sender cannot be identified,

(b) Be held by Greentech for a period of thirty (30) days from date of receipt, during which Greentech will make an effort to identify and contact the party responsible for returning the items in question, before become the sole property of Greentech without recourse.

10. **Refunds.** Returns for refund are accepted at the sole discretion of Greentech and are subject to a restocking fee. Refunds are processed only if items returned are currently offered on the latest Affiliate Dealer price list and are in salable condition including original packaging, manuals, and accessories. All shipping costs incurred with a return are the responsibility of the party returning items to Greentech, the exclusive exception being that Greentech will pay shipping to deliver product that is repaired or replaced under warranty service to the returning party.

11. **Warranty and Service.** Greentech's Product(s) are sold subject only to the applicable printed warranty accompanying the product(s) in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Greentech makes available for purchase a repair service for products that are out of warranty. Affiliate Dealer or Affiliate Dealer's customer must contact Greentech to initiate Out of Warranty Service.

12. **Training.** Greentech will offer training periodically via conference calls, webcasts, and in-person training opportunities. Affiliate Dealer shall participate in available training to ensure adequate knowledge on Greentech's products and business procedures. Affiliate Dealer is responsible for complete and effective training

of sales, service, and parts personnel with respect to GreenTech's product(s) and the sale, proper installation, use, and service of the same.

13. **Product Integrity.** Affiliate Dealer will not modify any aspect of the design, installation, function, or operation of any product acquired from Greentech. Affiliate Dealer will encourage retail customers to use GreenTech's original equipment manufacturer (OEM) parts in the repair and replacement of product(s) in order to maintain the Product(s) performance and high quality. Affiliate Dealer shall not represent non-OEM parts as GreenTech OEM parts

14. **Term/Termination.**

(a) **Termination at Will.** Either Party may terminate this Agreement upon written notice to the other Party.

(b) **Events Upon Termination.** In the event of termination of this Agreement, all sums owing by Affiliate Dealer pursuant to this Agreement shall be paid within fifteen (15) days of the effective date of termination. Greentech may fill any orders it has accepted prior to the date of notice of termination or, at Greentech's sole option, any such orders which have not been shipped may be canceled and any amounts paid, refunded. Affiliate Dealer will immediately cease use of Greentech's Marks (defined below), remove all signs with the Marks, and discontinue advertising using the Marks.

(c) **Repurchase of Inventory.** GreenTech shall have the right, but not the obligation, to repurchase any unsold inventory from Affiliate Dealer within thirty (30) days following termination. The price for such Inventory shall be the price at which Greentech sold it to Affiliate Dealer, excluding tax and freight (minus a 15% re-stocking charge and return freight charges if applicable, at Greentech's option). Upon request, Affiliate Dealer shall furnish to Greentech a bill of sale for all such inventory together with evidence satisfactory to Greentech that Affiliate Dealer has complied with applicable sales or transfer laws and that such property is free and clear of all claims, liens, and encumbrances of any third party.

15. **Force Majeure.** Greentech shall not be liable for any damages, including consequential, special or punitive damages, for failure to fill an order or make any shipment hereunder resulting from any event beyond its reasonable control which event hinders, limits, prevents or makes commercially impracticable the performance of its obligations hereunder, including, without being limited to, strike, lockout or other labor activities (provided that Greentech shall not be required to settle any labor dispute against its own best judgment), riot, war, acts of terrorism, accident, fire, flood, acts of God, pandemic, epidemic, action by any governmental authority, or delay in obtaining or inability to obtain materials, power or transportation facilities.

16. **Grant of License.** During the Term of this Agreement, and subject strictly to its terms and conditions, Greentech hereby grants Affiliate Dealer a limited, non-exclusive right to use the trademarks Greentech and such other Greentech marks, trade names, and copyrightable designs and materials as the Parties may agree ("**Marks**") in connection with Affiliate Dealer's marketing, promotion and sales of Products hereunder. As a condition of this license, Affiliate Dealer will maintain such a standard of quality as Greentech may from time to time require. Greentech retains for itself all proprietary rights in and to all designs, engineering details, trade secrets, patent rights, and other data pertaining to any Product and any other products manufactured by Greentech, and to all discoveries inventions, patent rights, etc., arising out of work done in connection with its Product ("Intellectual Property").

Affiliate Dealer acknowledges the validity of GreenTech's Marks and Intellectual Property and their ownership by Greentech, and agrees not to contest their validity or GreenTech's exclusive right to their use. All use of the GreenTech's Marks, and all goodwill accrued thereby, shall inure to the benefit of Greentech. Affiliate Dealer shall use reasonable efforts to prevent infringement of any of the Marks and Intellectual Property, to notify Greentech of any facts which could indicate the possible infringement of the Marks or Intellectual Property, and to assist in any enforcement actions which Greentech may bring, provided Greentech reimburses Affiliate Dealer for any

out-of-pocket expenses it asks GreenTech to incur in this respect.

Affiliate Dealer shall not (a) modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the Intellectual Property or trade secrets related to the Products; (b) use, evaluate or view the Products for the purpose of designing, modifying, or otherwise creating any product, which performs functions similar to the functions performed by the Products; or (c) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels on the Products or packaging of the Products. Affiliate Dealer shall not contact GreenTech's suppliers, or any other person, for the purpose of manufacture of Products or any product competitive with the Products.

17. **Territories.** Affiliate Dealer shall not market, advertise, and/or sell Greentech's product(s) outside of the United States of America, without prior written authorization. Greentech, at its sole discretion, reserves the right to restrict Affiliate Dealer's rights to sell or distribute the Products based on geography.

18. **Trade Shows.** To ensure that Greentech's products are not represented at trade shows by multiple, competing entities, Affiliate Dealer shall request authorization, in writing, to show or sell Greentech's products at a specified trade show, well in advance. If approved, Greentech will issue written authorization. If Affiliate Dealer attempts to show or sell GreenTech's Products without receiving written authorization, Greentech may disallow Affiliate Dealer from doing so. Any investments lost, as well as any costs of ceasing the activity, are the sole responsibility of Affiliate Dealer.

19. **Confidential Information.**

a. By virtue of this Agreement, the Parties may have access to proprietary information about the other Party not generally known in the industry, including by way of example and not limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, clients, finances, and personnel data related to the business affairs of both Parties, terms and pricing under this Agreement, and all

information clearly identified as confidential at the time of disclosure (“Confidential Information”). Each Party agrees to disclose only information that is required for the performance of obligations under this Agreement.

b. A Party’s confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third-party who is not under a duty of non-disclosure; or (iv) is independently developed by the other Party without reference to the disclosing party’s Confidential Information.

c. The Parties agree to hold each other’s Confidential Information in confidence and agree to disclose confidential information only to those employees or agents who need to know the Confidential Information to perform the obligations under this Agreement and are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement, and otherwise to maintain Confidential Information in accordance with reasonable business practices. Nothing will prevent either Party from disclosing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law; provided however, the receiving Party or such employee or agent will give the disclosing Party prompt written notice of such request or requirement so that the disclosing Party may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and the receiving Party and/or such employee or agent will cooperate with the disclosing Party to obtain such protective order. In the event that such protective order or other remedy is not obtained or the disclosing Party waives compliance with the relevant provisions of this Agreement, the receiving Party (or such employee or agent to whom such request is directed) will furnish only that portion of the Confidential Information, which in the written opinion of counsel to the receiving Party, is

legally required to be disclosed.

20. **Sales And Promotional Policies.** Greentech may, but shall not be required to, conduct certain sales incentive programs from time to time. Greentech will keep Affiliate Dealer fully informed on all Greentech sales and promotional policies and programs affecting the Products.

21. **Limited Warranty as to Products.** All Products shall be accompanied by GreenTech’s standard limited product warranty (“**Standard Limited Warranty**”), which shall be transferable by Affiliate Dealer upon the re-sale of the Products to Affiliate Dealer’s customers. Greentech’s sole and exclusive warranty to Affiliate Dealer with respect to the Products is pursuant to the provisions of the Standard Limited Warranty. Greentech makes no other warranty to Affiliate Dealer of any kind, nature or description and has no other obligation of any kind with respect to any aspect of the Products or otherwise except as provided herein. **THERE ARE NO OTHER WARRANTIES. GREENTECH EXPRESSLY DISCLAIMS ANY OTHER WARRANTY TO AFFILIATE DEALER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.**

22. **GreenTech’s Obligations With Respect to Products.** Greentech’s sole and exclusive obligation, if any, to Affiliate Dealer for any claim relating to any aspect of a Product or its tender or delivery shall be to repair or replace the Product, strictly in accordance with the terms of its Standard Limited Warranty, including all exclusions or conditions.

23. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS, EXCEPT IN EVENT OF WILLFUL INJURY, OR INFRINGEMENT OR MISAPPROPRIATION OF ANY OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS. GREENTECH’S entire liability to AFFILIATE DEALER, and AFFILIATE DEALER’S or any customer’s sole remedy, shall not exceed the amount actually paid by AFFILIATE DEALER to GREENTECH for the defective Product(s) at issue.

24. **Duties.** Affiliate Dealer agrees to use its best efforts to maintain, promote, market, and increase sales of all of the Products, and to service its customers' needs, including but not limited to maintaining (i) a clean and attractive sales premises, and (ii) trained and pleasant staff. Affiliate Dealer shall conduct its business at all times in a manner which reflects favorably on it, on GreenTech and on GreenTech's Marks.

25. **Affiliate Dealers.** Affiliate Dealer shall not engage with customers already associated with or serviced by another Affiliate Dealer of GreenTech.

26. **Support Services.** Affiliate Dealer shall make every effort to provide ongoing support for their customers, including educating customers on maintenance, providing replacement parts, and being the primary contact for all other issues that customers may have. Failure to properly maintain products will void the warranty. Greentech, at its sole discretion, may designate individual products as requiring professional installation. Affiliate Dealer is responsible for ensuring that all designated installation requirements are met.

27. **No Authority to Extend the Standard Warranty.** Affiliate Dealer shall have no authority to modify or extend the Standard Limited Warranty or bind Greentech thereby, nor shall Affiliate Dealer make any representations concerning the Products or the sale or use thereof except as Greentech expressly and specifically authorizes. Affiliate Dealer will present no test results, data or evaluations of Greentech's Products other than those provided by Greentech, without the express, written consent of Greentech. If Affiliate Dealer elects to provide its own warranty, it shall make clear to customers that the modified warranty is Affiliate Dealer's own warranty and that Greentech is not responsible for it.

28. **Links.** On its website homepage, Affiliate Dealer will prominently identify itself as an Affiliate Dealer of Greentech's Products and make clear that Greentech is the manufacturer.

29. **Indemnification.**

(a) Affiliate Dealer agrees to indemnify, hold harmless, and defend

Greentech and its members, managers, officers, agents, employees and representatives ("Greentech Indemnified Parties") of, from and against any and all claims, demands, losses, charges, expenses, actions or causes of action (including but not limited to attorneys' and expert witness fees and settlement amounts) which any of the Greentech Indemnified Parties may face resulting from or arising directly or indirectly from Affiliate Dealer's breach of a material obligation hereunder and Affiliate Dealer's promotion of Products, including but not limited to damages resulting from any omission or misrepresentations or the conduct of its business activities other than in connection with this Agreement. Greentech will give Affiliate Dealer as prompt notice as reasonably possible of any such claim, and will cooperate reasonably in their defense, provided Greentech may control its own defense.

(b) Greentech agrees to indemnify, hold harmless, and defend Affiliate Dealer and its directors, shareholders, members, managers, officers, agents, employees and representatives ("Affiliate Dealer Indemnified Parties") of, from and against any and all claims, demands, losses, charges, expenses, actions or causes of action (including but not limited to attorneys' and expert witness fees and settlement amounts) which any of the Affiliate Dealer Indemnified Parties may face resulting from or arising directly or indirectly from GreenTech's breach of a material obligation hereunder.

30. **Sales Negotiations.** All sales negotiations by Affiliate Dealer shall be conducted in accordance with all applicable laws and accepted business practices. Affiliate Dealer shall comply with all federal, state and local laws, rules and regulations relating to the sale of Product, and shall train its employees to comply with same.

31. **Assignment.** Affiliate Dealer may not assign, sublicense, or otherwise transfer any rights or obligations under this Agreement without the prior written approval of Greentech, which approval may be withheld in the sole discretion of Greentech. All permitted successors in interest or assigns must comply with all terms of this Agreement. Greentech may assign the Agreement at any time.

32. **Independent Contractors.** The Parties are independent contractors. Nothing herein shall be construed to constitute a partnership or joint venture, or to constitute either Party, or any agent or employee thereof, as an agent, employee or authorized spokesperson of or for the other Party. Neither Party may bind or commit the other Party in any respect. It is further understood that neither Affiliate Dealer nor its employees shall be considered employees of Greentech, and neither Party shall in any event be held liable or accountable for any obligations incurred by the other Party other than as specified herein, it being specifically understood that the respective businesses of each of the Parties shall be operated separate and apart from each other.

33. **No Franchise Relationship.** The relationship established under this Agreement is not intended to, does not, and shall not constitute a franchise or business opportunity under any applicable federal or state statute or regulation. Affiliate Dealer expressly waives any right to claim that the relationship established under this Agreement constitutes a franchise or business opportunity under any federal or state statute or regulation.

34. **NOTICES.** All notices hereunder shall be sent by hand delivery, facsimile or e-mail (with original sent regular mail), overnight receipted delivery, or by registered or certified mail to each party as follows:

If to GREENTECH:

GreenTech Environmental LLC
6118 Kingsport Highway
Johnson City, Tennessee 37615
Phone: (423) 207-0235
Email: brandont@greentechenv.com

If to AFFILIATE DEALER:

Phone:
Email:

Either party may change the address above by written notice to the other party. Any time periods under this Agreement will run from the date of actual delivery of the notice. If any notice is sent under this Agreement by certified mail, the notice will be presumed delivered three days from the date of mailing.

All notices sent to Greentech or Affiliate Dealer by the other party shall also be sent via the email addresses indicated above. If receipt is confirmed in writing by the other party via reply email, further notice by mail is not required.

35. **Governing Law/Venue.** Any claim or dispute arising hereunder, or relating directly or indirectly to the relationship between the Parties or their respective principals shall be governed and interpreted by the laws of the State of Tennessee (excluding its conflicts of law principles). Exclusive venue for any litigation or similar proceeding shall be in the courts located in and for Washington County, Tennessee and in no other location. The Parties irrevocably accept that jurisdiction and venue on behalf of themselves and their principals, and waive all defenses of lack of personal jurisdiction or inconvenience.

36. **Entirety of Agreement.** This Agreement supersedes and replaces all prior agreements between the Parties relating to the subject matter of this Agreement, including without limitation the Prior Agreement. The Parties understand that the Prior Agreement is terminated in its entirety. This Agreement constitutes the entire understanding between the Parties and no modification or waiver thereof shall be of any force or effect unless in writing and signed by the claimant to be bound thereby.

37. **Amendments.** Greentech reserves the right to amend this agreement in part or whole at its sole and absolute discretion. By entering into this agreement, you agree to abide by all policies stated herein and all Amendments Greentech elects to make. Amendments will be effective upon notice to Affiliate Dealer, in writing.

38. **No Waiver.** No consent or waiver, expressed or implied, to or of any breach of any obligation to the other shall be construed as a consent or waiver to or of any other breach of the same or any other obligation.

39. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, it shall automatically be deemed to have been severed, and the remainder of the Agreement enforced; and there shall be deemed automatically added to the Agreement a provision as near as possible to the Parties' intent as the provision found invalid or unenforceable, while still being valid and enforceable.

40. **Interpretation.** This Agreement is the product of negotiation and shall be deemed to have been drafted equally by both Parties, and shall be given a neutral interpretation.

41. **Survival.** The provisions of this Agreement related to payment for Products, protection of Greentech's intellectual property rights, events upon termination, general provisions, and other provisions which by their terms should survive, will survive termination or expiration of this Agreement.

42. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be an original but all of which together shall constitute one and the same instrument. A counterpart need bear the signature of only one Party. A facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of a Party.

43. **Captions.** The section headings used in this Agreement are for convenience of reference only and shall no control or affect the meaning or interpretation of the provisions of this Agreement.