PERFECTLY GREEN® DEALER

APPLICATION AND DEALER AGREEMENT

Instructions

1. To apply for the Perfectly Green® Dealer Program* ("PGD Program"), complete and submit the documentation required by Sections A through D below.
2. Read the Terms in Sections 1 through 14 below.
3. If agreeable to the Terms, sign and return this Agreement to your Perfectly Green® Distributor and/or Perfectly Green® acting as the distributor to ***Dealer@perfectlygreencorp.com) or fax (214-842-8204 – Attn: PGD Administrator.*** Incomplete Agreements will not be accepted and will be returned for completion.

*PGD Program is defined has Perfectly Green® Dealer Program for the Perfectly Green® Smart Frog HVAC/Back-up Generation/Solar Ready Residential Systems.

A. Dealership Information

Company Full Legal Name ("Dealer"): _____

Street Address (no PO boxes): _____ City: _____

State: ___ Zip: _____ Phone: (___)_____ Fax: (_____)_____

Union Card Certification (check one): Yes ■ No ■

Email: _____ Website URL: _____

Company Federal Tax ID Number (9 digits): _____

*Including **ALL** Dealer branch locations, please enter the total number of:*

Employees: _____

Service Technicians: _____

Installers: _____

Service Trucks: _____

Please enter HVAC/Back-up Generation/Solar Equipment purchases (full prior calendar year)*

Perfectly Green® branded: $ _____

All brands combined (including Perfectly Green®): $ _____

Entire Business Sales Volume $ _____

*HVAC/Back-up Generation/Solar Equipment is defined as residential heating and cooling, back-up power generation equipment, solar systems, and accessories presently marketed and distributed through PGC's Residential Systems, including, but not limited to, furnaces, air conditioners, solar equipment, heat pumps, fan coils, fan motors, evaporator coils, small packaged products, boilers, geothermal heat pumps, air purifiers, UV lights, humidifiers, refrigerant, filters, carbon monoxide detectors, heat/energy recovery ventilators, thermostats, and zoning systems.

B. Primary Contact Information

The PGD Program requires one person per Dealer to be designated as the primary contact, who will receive all information about the program(s). Preferably, this person should be the Dealer's administrator – the person responsible for updating company information, handling communications, etc., between Dealer and Perfectly Green®.

First Name: _____ Last Name: _____

Title: _____ Email Address: _____

C. PGD Program Technician Certification

At least 50% of Dealer's HVAC service technicians are required to be NATE® certified (core + 1 specialty exam – heating or a/c) or union card certified. Please list certified technicians below. If Dealer has additional certified technicians, list on a separate page. In addition, Dealer understands and agrees that all installations will either be performed by a NATE or union card certified technician or approved on-site by a NATE or union card certified technician.

Name:_____ Certification:_____ Date: _____

Name:_____ Certification:_____ Date: _____

Name:_____ Certification:_____ Date: _____

Name:_____ Certification:_____ Date: _____

Name:_____ Certification:_____ Date: _____

Name:_____ Certification:_____ Date: _____

DOCUMENTS REQUIRED: Please attach a copy of the NATE or union card certification for each person listed above.

D. PGD Program Insurance Requirement

Please attach a current copy of Dealer's Liability Insurance Policy and/or Certificate of Insurance naming The Perfectly Green Corp. as additional insured for actions or inactions of Dealer while a Perfectly Green® Dealer.

Terms

The terms of the PGD Program are contained in the following pages of this Application and Dealer Agreement ("Agreement").

Dealer hereby applies to The Perfectly Green Corp., with an office located at 2901 Technology Drive Suite 199 Plano, Texas 75074 ("PGC") for appointment as a Perfectly Green® Dealer, and if approved by Perfectly Green® , Dealer agrees to comply with the following terms:

1 **Appointment as Perfectly Green® Dealer and PGD Program Requirements**

1.1 Upon Dealer's completion and/or submission of the documentation required by Sections A through D above, PGC's approval of this Agreement, and written notification thereof from Perfectly Green® to the Dealer, Dealer shall become a non-exclusive Perfectly Green® Dealer commencing on the date Perfectly Green® approves Dealer as a Perfectly Green® Dealer in writing ("PGD Effective Date").

1.2 Dealer shall not appoint sub-dealers.

1.3 During the term of the Agreement, Dealer comply with any Perfectly Green® Products training programs.

1.4 During the term of the Agreement, at least fifty percent (50%) of the technicians employed by the Dealer shall be NATE certified (core + 1 specialty exam—heating or air conditioning) or union card certified.

1.5 During the term of the Agreement, Dealer shall comply with the Insurance Requirements set forth in Section 7 below at all times.

1.6 During the term of the Agreement, all Perfectly Green®-branded HVAC/Back-up Generator Equipment/Solar system, parts, and supplies ("Perfectly Green® Products") installed by Dealer shall be installed by a NATE or union card certified technician, or the installation shall be inspected and approved by a NATE or union card certified technician.

1.7 Dealer shall provide a one (1)-year (from date of installation) 100% Satisfaction Guarantee on all Perfectly Green® Product add-on and replacement installations, and shall guarantee all Perfectly Green® Product repairs, including parts and labor, for the first 90 days after the repair.

1.8 Dealer shall clearly and conspicuously identify itself and hold itself out to the general public as a Perfectly Green® Dealer by including the approved Perfectly Green® logo on one or more of the following: service vehicles, website, uniforms, signage, or advertisements.

1.9 Dealer shall comply with all Perfectly Green® installation and service instructions and policies and shall perform all Perfectly Green® Product installations and service in accordance with generally accepted trade practices and all federal, state and municipal laws.

1.10 Dealer shall maintain all necessary licenses, permits and certifications and shall comply with all federal, state and municipal laws.

1.11 Dealer shall use Perfectly Green® Parts when available, to preserve the system performance, and shall maintain an adequate Authorized Parts inventory for prompt and efficient service.

1.12 Dealer shall keep its account with its local distributor current and/or Perfectly Green® as the distributor, whichever applicable. Dealer shall maintain an adequate reserve or accrual fund to cover all warranty and guarantee obligations.

1.13 Dealer shall attend new product training as Perfectly Green® may require from time to time.

1.14 Dealer shall participate in any existing Perfectly Green® customer care program or must have its own customer satisfaction measurement program.

1.15 Dealer consents to receive e-mail communications – at the listed address above – from Perfectly Green® that are directly or indirectly related to the PGD Program, Perfectly Green® Product, or service offerings.

2 **Intellectual Property**

2.1 Perfectly Green® is the owner or licensee of all logos, trademarks, service marks, trade names, copyrights, software, proprietary information and other intellectual property used or associated with the PGD Program and the Perfectly Green® Product (collectively, "Intellectual Property"). All rights in and to the Intellectual Property, including all of the goodwill of the business associated therewith, shall be the exclusive property of Perfectly Green®, and all use of the Intellectual Property by Dealer shall inure only to the benefit of Perfectly Green®. Dealer shall not claim, acquire or assert any ownership rights in the Intellectual Property.

2.2 Upon receipt of written notification of appointment, Perfectly Green® hereby grants Dealer a limited, revocable, non- exclusive, and nontransferable license to use the Intellectual Property solely for the purposes of the PGD Program and for advertising, marketing, promoting, and selling Perfectly Green® Product during the term of this Agreement. Dealer agrees to protect this Intellectual Property and will promptly discontinue all use of any such trade names or trademarks upon the expiration or termination of this Agreement. Dealer agrees to pay all costs, expenses, and attorney's fees incurred by Perfectly Green® to enforce the obligations assumed by Dealer pursuant to this clause.

2.3 Dealer is permitted to use Intellectual Property only in the form, style, and manner specified by Perfectly Green® and only consistent with this Agreement, or any written or printed material provided by Perfectly Green® to Dealer and only during the duration of this Agreement and for the Perfectly Green® products. Dealer shall not alter the Intellectual Property in any manner, including proportions, colors, elements, type and so forth, or morph or otherwise distort its perspective or appearance.

2.4 Perfectly Green® shall have the right to review and approve/disapprove any and all Dealer use, display, distribution, or publication of the Intellectual Property.

2.5 Dealer agrees not to use or employ in its name, trade name, or domain name, or in combination therewith any of the words or symbols, or confusingly similar words or symbols, now or hereafter used by Perfectly Green® as

trademarks, service marks or trade names and not to allow its customers to do so, without PGC's written consent, which Perfectly Green® may withhold in its sole discretion. Dealer shall not register, own any registration of or attempt to register any logo, trademark, servicemark, trade name, or domain name which is either in whole or in part the same as or confusingly similar with PGC's trademarks, or any other trademark, servicemark or trade name of Perfectly Green® or any translation or transliteration thereof. Any such registration is hereby assigned to Perfectly Green®. Dealer agrees, on PGC's request, to refrain from selling Perfectly Green® Product purchased under this Agreement to a customer that employs PGC's trademarks or trade names improperly.

2.6 Dealer shall promptly inform Perfectly Green® of any infringement or alleged or apparent infringement of any Intellectual Property which Dealer believes is having a materially adverse impact on the ability of Dealer to sell the Perfectly Green® products or provide the service in accordance with the provisions of this Agreement, including but not limited to infringement of any marks or trademarks or any conduct which may be considered to be passing off the product by a third party relating to the Perfectly Green® products Dealer is or may become aware.

2.7 Perfectly Green® may revoke Dealer's license and right to use the trademarks and tradenames at any time for Dealer's failure to follow PGC's directions on how to use the trademarks and tradenames. Such revocation may be made separately from or in connection with a revocation of this Agreement and shall be provided in writing. If the license and right is revoked, Dealer shall discontinue use of the Intellectual Property immediately.

3 Term and Termination

3.1 The initial term of this Agreement shall commence on the PGD Effective Date and continue in effect until **December 31 of the following year**. Dealer acknowledges and agrees that there is no representation or promise, express or implied, made by Perfectly Green® or any other party to Dealer that Dealer shall have any right to have this Agreement renewed after the term hereof, nor has Dealer relied on any such representation or promise. Perfectly Green® shall have no liability whatsoever to Dealer for the expiration of this Agreement or the failure to enter into any subsequent agreement with Dealer. Notwithstanding anything to the contrary, herein, Perfectly Green® may terminate the Program at any time, in its discretion, on 30-days notice.

3.2 In the event that Dealer breaches any term of this Agreement, Perfectly Green® may suspend the Dealer's PGD icon on the perfectlygreencorp.com Dealer Page until such time as the breach is remedied. Subject to Section 4.3, in the event that Dealer breaches any term of this Agreement, except for breaches of the terms of Sections 1.4, 1.5, or 2.4, and such breach is not cured within thirty (30) days of written notice thereof by Perfectly Green®, Perfectly Green® may terminate this Agreement effective immediately upon written notice to Dealer. Subject to Section 4.3, in the event that Dealer breaches the terms of Sections 1.4, 1.5, or 2.4 and such breach is not cured within sixty (60) days of written notice thereof by Perfectly Green®, Perfectly Green® may terminate this Agreement effective immediately upon written notice to Dealer. Dealer may terminate this Agreement at any time by providing written notice to Perfectly Green®.

3.3 In the event that Dealer (i) provides false or misleading information pursuant to Section A; or (ii) engages in flagrant or chronic breaches evidenced by customer complaint(s), misleading or deceptive advertising, or two or more breaches of any term of this Agreement; Perfectly Green® may terminate this Agreement effective immediately upon written notice.

3.4 This Agreement will terminate immediately upon written notice in the event that (i) Dealer ceases to function as a going concern, is adjudicated bankrupt, makes a general assignment for the benefit of creditors, takes the benefit of any insolvency, reorganization or other debtor's relief legislation, or if a receiver or trustee is appointed for its property; or (ii) Dealer transfers substantially all of its assets without PGC' prior written consent or if there is a change in the ownership or control of Dealer.

4 Procedures Upon Termination

4.1 In the event that this Agreement is terminated for any reason whatsoever, the following procedures shall apply:

4.1.1 Dealer shall immediately, upon demand, return all originals and copies of any program manuals and binders, advertising material and any other information, which Perfectly Green® has provided to Dealer pursuant to this Agreement;

4.1.2 Dealer shall cease to hold itself out as a Perfectly Green® Dealer; and
4.1.3 Dealer shall cease use of all Intellectual Property of Perfectly Green® and its affiliates.

4.2 In the event that Dealer carries on as a Perfectly Green® dealer (other than as a Perfectly Green® Dealer), Dealer shall be permitted to use certain designated Perfectly Green® trademarks.

4.3 Sections 4, 5 and 9 shall survive termination of this Agreement.

5 **Confidentiality**

5.1 Dealer shall maintain the confidential nature of any trade secrets or proprietary information disclosed to Dealer by Perfectly Green®.

6 **Insurance Requirements**

6.1 Dealer shall secure and carry as a minimum, the following insurance coverage:

(i) General Liability Insurance in which:

a. the limit of liability for injuries, including accidental death, shall be $1,000,000 for any one occurrence;
b. the limit of liability for property damages shall be $1,000,000 for any one occurrence;
c. the limit of liability for completed contracts shall be $100,000.

(ii) Workers Compensation Insurance in an amount and in a manner as required by the laws of the State or States in which a Dealer operates its business.
(iii) Auto Liability Insurance for all owned, non-owned, and hired.

6.2 All such insurance shall be issued by companies authorized to do business under the laws of the State or States in which Dealer operates its business, shall be in a form satisfactory to Perfectly Green®, and shall contain a provision prohibiting cancellation except upon at least ten (10) days' prior notice to Perfectly Green®. All such insurance policies will be primary in the event of a loss caused by or arise out of in whole or in part by Dealer's negligent or intentional act or omission by Dealer or its officers, employees, or technicians.

6.3 All insurance policies shall be endorsed with The Perfectly Green Corp. as an additional insured for actions or inactions of Dealer while a Perfectly Green® Dealer and with a waiver of subrogation rights in favor of Perfectly Green®.

7 **Dealer Employees**

7.1 Dealer shall be responsible for all taxes, insurance and other employer-related obligations in respect of its employees.

7.2 Dealer shall at all times pay, or cause to be paid, at Dealer's expense, any assessment required to be paid pursuant to any applicable workers' compensation legislation and shall comply with such legislation and all other prevailing labor laws and regulations applicable to Dealer.

8 **Independent Contractor**

8.1 The Dealer is an independent contractor. Dealer accepts, in connection with the work called for hereby, exclusive liability for the payment of any taxes or contributions measured by Dealer's income or levied on Dealer's property (real or personal). Dealer also assumes all liability for Social Security, unemployment insurance, old age payments, annuities or retirement benefits which are measured by wages, salaries or other remuneration paid by Dealer to any and all persons employed by it in connection with the performance of the work, and to comply with all valid Federal and State administrative regulations respecting the assumption of liability for any of the aforesaid taxes or contributions. The Dealer, its employees, agents and representatives are not employees, agents or representatives of Perfectly Green®, shall not hold themselves out as such, and have no authority or power to bind Perfectly Green® or contract in PGC's name.

9 **Liability**

9.1 While Perfectly Green® manufactures the Perfectly Green® Product, it is the Dealer that sizes, selects and installs the Perfectly Green® Product. Also, the Dealer selects, sizes and installs the ductwork and other system items that can affect the operation of the Perfectly Green® Product, as well as the user's comfort and satisfaction with the Perfectly Green® Product and installed system. Because of this, Dealer agrees to indemnify, defend and hold Perfectly Green® harmless from and against all claims, complaints, causes of action, liabilities, and costs and expenses (including reasonable attorneys' fees) to the extent they are caused by or arise out of Dealer's acts, omissions.

9.2 Nothing in this Agreement relieves Perfectly Green® of or otherwise affects PGC's liability (if any) for claims, complaints, causes of action, liabilities and costs and expenses (including reasonable attorney's fees) that are caused by or arise out of a defect in Perfectly Green® Product sold or manufactured by Perfectly Green®, or a Perfectly Green® warranty, or a written instrument between Perfectly Green® and the claimant.

10 **Set-Off**

10.1 In the event that Dealer fails to honor any of its obligations to its customers or any obligations hereunder, Perfectly Green® may remedy any loss or damage resulting from such failure at Dealer's expense. Possible remedies include, but are not limited to, responding to customers' complaints directly or through a third party, remedying substandard or defective work of the Dealer or honoring dishonored customer satisfaction guarantee.

11 **Amendments**

11.1 Perfectly Green® may amend the PGD Program requirements and benefits from time-to-time, as it deems appropriate in its discretion, on 30-days advance notice.

11.2 Except as otherwise set out herein, no amendments may be made to this Agreement unless executed in writing by both parties.

12 **Assignability**

12.1 This Agreement is not assignable by Dealer. Perfectly Green® may assign this Agreement without notice to or consent of Dealer.

13 **Governing Law**

13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

14 **Entire Agreement**

14.1 This Agreement, as amended from time to time, will constitute the entire agreement between Perfectly Green® and the Dealer, and supersede all prior agreements, whether oral or written, with respect to the subject matter hereof, if this application is approved by Perfectly Green® and written notification thereof is sent to Dealer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Dealer has executed this Agreement.

Dealer Name_____

Signature:_____

Name (Printed):_____

Title:_____

Date:_____

I recommend Dealer for the PGD Program.

Perfectly Green® Distributor and/or The Perfectly Green Corp. acting as Distributor:

_____

Participating Distributor and/or The Perfectly Green Corp. acting as Distributor acknowledges that it has selected and sponsored the above Dealer for participation in the PGD Program, and certifies that the Dealership Information provided in Section A is accurate and complete to the best of its knowledge.

Signature:_____

Name (Printed):_____

Title:_____

Date:_____

Dealer: Return the signed, completed Agreement with all required documentation to your Perfectly Green® Distributor and/or The Perfectly Green Corp. acting as Distributor by email (Dealer@perfectlygreencorp.com) or fax (214-842-8204 – Attn: PGD Administrator).

Distributor: Send the Agreement signed by an authorized representative with all required documentation to Perfectly Green® by email (Dealer@perfectlygreencorp.com) or fax (214-842-8204 – Attn: PGD Administrator).