

# Aqua-Air Wet/Dry Authorized Dealer Agreement

---

Version 2.5 (Final) • October 19, 2026

Steam Pro, LLC dba Aqua-Air Wet/Dry • PO Box 911031, St. George, UT 84790 • 800-916-5777 • Wet/dry central vacuum and wash systems • Since 1990

## How this agreement is accepted

This is an online ("clickwrap") agreement between Steam Pro, LLC dba Aqua-Air Wet/Dry ("**Aqua-Air**," "**we**," "**us**") and the business applying to become an authorized dealer ("**Dealer**," "**you**"). By checking the box that says "I have read and agree to the Aqua-Air Authorized Dealer Agreement" and clicking "Submit" or "Accept," you agree to this Agreement on behalf of your business. You also confirm that you are authorized to bind that business. If you do not agree, do not check the box and do not use the dealer portal.

## 1. Definitions

1.1 "**Products**" means Aqua-Air power units, motor boosters, dry interceptors, separation tanks, the AA035 DEMA MixRite injector, and all other parts, kits, hoses, tools and accessories that Aqua-Air sells to dealers.

1.2 "**Power Units**" means Aqua-Air central vacuum / wet extractor power units, namely Models **130, 150, 158, 230, 250 and 258**, and any other model Aqua-Air later designates as a power unit by email or Dealer Portal posting. Motor boosters, dry interceptors, separation tanks, the AA035 DEMA MixRite injector, accessory kits, parts, hoses, tools and accessories are not Power Units.

1.3 "**Dealer Portal**" means Aqua-Air's password-protected online area where approved dealers see dealer pricing and place orders. Guests and applicants whose applications are pending or not approved see only retail prices there (Section 2.3).

1.4 "**Approval Date**" means the date Aqua-Air notifies you in writing (including by email) that your dealer application is approved.

1.5 "**Volume Start Date**" means the date your Volume pricing takes effect: your Approval Date, if you make the Volume commitment when you are approved (Section 6A.3), or otherwise the date a switch to Volume takes effect. Power Units are counted only from your Volume Start Date (Section 7.3(f)). "**Rolling 12-Month Window**" means, at any quarterly review, the 12 months ending on the last day of the Quarter being reviewed.

1.6 "**Quarter**" means each consecutive 3-month period counted from your Volume Start Date (months 1-3, 4-6, 7-9, 10-12, 13-15 and so on). Quarters run continuously and do not restart each year.

1.7 "**MSRP**" means Aqua-Air's published retail price for a Product, determined under Section 6.5.

1.8 **"Protected Lead Area"** means the area defined in Section 6B: a 300-mile straight-line radius around a Volume dealer's approved business location, as divided under Section 6B.5. It limits only Aqua-Air's own appointments of Volume dealers and the routing of Aqua-Air leads (Section 6C.1). It never covers Dealer-Generated Leads, including approved Hosted Site Leads, wherever the customer is (Section 6B.3A). It is not an exclusive territory and does not restrict where anyone sells.

1.9 **"Volume pricing"** (also called **Top Tier**) means the Volume column of Section 6.1. **"Volume dealer"** means a dealer at Volume pricing.

1.10 **"Marketing Services Addendum"** means Aqua-Air's separate, optional agreement for a Hosted Site (build, brand, host, maintain, and full-line online store) and related local marketing-plan / campaign management (the optional Marketing Services). Any approved dealer may buy it, at either pricing option. It is not a condition of anything under this Agreement (Section 6A.4). Fee terms are set out only in the Addendum: a recurring **\$500 per month hosting fee** for hosting and running the dealer's website, including running the ads (marketing / campaign management), with **no additional Aqua-Air fee** for campaign management; and a separate **\$350 per month** minimum ad spend paid by the dealer **directly to Meta** (not a fee to Aqua-Air).

1.11 **"Hosted Site"** means a dealer website that Aqua-Air builds, hosts and manages for a dealer under the Marketing Services Addendum, using Aqua-Air's master template and the **then-available** product catalog (Aqua-Air aims to mirror the main-site catalog of equipment, products and parts as features go live). Customers buy through the dealer's own online store when store features are enabled. **"Dealer-Owned Site"** means a website that a dealer owns and runs itself and that Aqua-Air does not host. A Hosted Site is not a Dealer-Owned Site. Store auto-forward drop-shipment is enabled **when that feature is live** (Section 5.4; Addendum Section 2D).

1.12 **"Hosted Site Lead"** means an inquiry a customer submits through a lead or quote form on a dealer's Hosted Site. An order placed in the dealer's own online store on a Hosted Site is a store sale under Section 5.4, not a Hosted Site Lead.

1.13 **"Dealer-Generated Lead"** means a lead that comes from a dealer's own marketing: its Dealer-Owned Site, its Hosted Site, its own store, ads, phone and social media, and campaigns Aqua-Air manages for it under the Marketing Services Addendum. Dealer-Generated Leads are not Aqua-Air leads (Section 6C.1).

1.14 **"Lead Approval Queue"** means Aqua-Air's review queue for Aqua-Air leads and Hosted Site Leads, which is kept in both Aqua-Air's CRM (GoHighLevel) and the Dealer Portal (Section 6C.1A). Matched zip-code form inquiries under Section 6C.1A(j) are assigned straight to the matched dealer and do not enter this queue; unmatched zip-code form inquiries do.

## 2. Application and approval

2.1 **Application.** To apply, you must submit through the Dealer Portal or another method we accept:

- (a) a complete business profile: legal business name, any DBA, physical address, phone, email, website, main contact, years in business, type of business, and the markets and service area you plan to sell into;
- (b) a copy of your current business license (or your jurisdiction's equivalent registration);

(c) a valid resale certificate or tax-exemption certificate for each state where you will take delivery or resell (if you cannot provide one, we will charge sales tax where the law requires it);

(d) a completed tax form: **U.S. dealers** upload a completed IRS Form **W-9**; **dealers outside the United States** upload a completed IRS Form **W-8BEN-E** (or other IRS Form W-8 as applicable). We do not approve an application until we have the applicable form (Section 6D.7(f)). Aqua-Air may request additional tax forms or information if required by law (including for chapter 3 or chapter 4 withholding). Providing a form does not guarantee approval. A separate written deal is **not** required solely to apply.

(e) a certificate of insurance showing the coverage in Section 18.2, and a copy of the additional-insured endorsement (Section 18.4), may be uploaded at signup. **Approval is not blocked** if it is missing. You must provide a current certificate **before the first Product shipment or before Hosted Site go-live, whichever comes first** (Section 18.4).

**2.2 Approval is at our discretion.** We may approve or decline any application for any lawful reason and do not have to explain why. We may ask for more information, such as trade references or proof of insurance.

**2.3 Retail prices before approval; dealer prices after approval.** Before we approve your application, including while you browse as a guest or your application is pending or not approved, the Dealer Portal shows only retail prices, the same prices shown on Aqua-Air's public website. We show dealer prices, dealer price lists and dealer-only documents only after Travis Hansen (or another person Aqua-Air authorizes) approves you as a dealer and we activate your account. Submitting an application does not create a dealer relationship or entitle you to dealer pricing. Dealer prices are never shown on customer-facing pages (Section 8.2(c)).

**2.4 Keep your information current.** Tell us within 30 days if your legal name, ownership, address, licenses or tax status changes. Tell us right away if a resale or exemption certificate expires or is revoked.

### 3. Your account and password

**3.1 You manage your own credentials.** You choose and manage your own Dealer Portal password and any other login credentials. Aqua-Air does not hold, store in readable form, or ask for your password. No Aqua-Air employee will ask you for it.

**3.2 You are responsible for your account.** You are responsible for all activity and all orders placed through your account, including orders placed by your employees or anyone using your credentials. Keep your credentials confidential. Give access only to people who need it, and remove access when someone leaves your business.

**3.3 Tell us about misuse.** Notify us promptly at 800-916-5777 or by email if you believe your account has been compromised. We may suspend access to protect your account or ours.

### 4. Relationship of the parties

**4.1 Independent contractor.** You are an independent business. Nothing in this Agreement makes you Aqua-Air's employee, agent, partner, joint venturer or legal representative. You cannot make commitments, warranties or representations for Aqua-Air or bind Aqua-Air in any way.

**4.2 No franchise intended.** This Agreement is not intended to be a franchise or business opportunity. You do not pay Aqua-Air any franchise fee, initial fee or other payment for the right to become a dealer. Under this Agreement, your only required payments to Aqua-Air are for Products bought at wholesale for resale. The Marketing Services Addendum is optional and unlocks nothing: you can be a dealer, get Volume pricing and qualify for a Protected Lead Area without it, and it gives no right or priority to any Aqua-Air lead (Section 6A.4). You run your own business, subject only to the requirements in this Agreement and Exhibit A.

**4.2A No required purchases of other items.** You are not required to buy demo or display units, tools, signage, software, starter kits or paid training from Aqua-Air or anyone Aqua-Air designates. Any of these you choose to buy is optional.

**4.2B No earnings claims.** Aqua-Air makes no representation about the sales, income or profit you may earn as a dealer. Any statement by anyone that seems to promise a level of leads, sales or income is not authorized and is not part of this Agreement (see also Section 6A.6).

**4.3 Your costs.** You pay all costs of running your business, including employees, taxes, licenses, insurance, facilities and advertising.

## 5. Non-exclusive appointment; no territory

**5.1 Non-exclusive.** We appoint you as a non-exclusive authorized dealer of the Products. Subject only to Section 6B.3(a) for Volume dealers, we may appoint other dealers anywhere, including near you. We may also sell directly to any customer, including customers in your area. Any such direct sale may be offered to a dealer as a handoff under Section 6D.

**5.2 No exclusive territory.** You have no exclusive territory, customer list or market. A Volume dealer's Protected Lead Area (Section 6B) gives only the two limited promises in Section 6B.3. No other territory or protection exists unless Aqua-Air grants it in a separate written agreement signed by Travis Hansen (or another authorized officer of Aqua-Air). Emails, quotes, verbal statements and Dealer Portal settings do not create one.

**5.3 Where you may sell online: your own website only.** You may sell Products online only through a website under your own business name that is either a Dealer-Owned Site or a Hosted Site that Aqua-Air hosts for you under the optional Marketing Services Addendum. A Hosted Site is optional: you do not have to buy Marketing Services to be a dealer, to sell online on a Dealer-Owned Site, or to obtain any price or Protected Lead Area (Section 6A.4). You will not list, offer or sell Products, new or used, on Amazon, eBay, Walmart Marketplace or any other third-party online marketplace. This also applies to selling through an affiliate, an agent or a third-party seller acting for you. You will not knowingly sell Products to anyone who intends to resell them on such a marketplace. This restriction is about *where* you sell. It does not limit the *price* at which you sell (see Section 9.1).

**5.4 Online stores; you are the seller of record (Model D).** If you sell through your own online store, including one Aqua-Air hosts and manages for you under the optional Marketing Services Addendum, **you are the seller of record on every sale.** You take payment through **your own merchant or payment account**, you set your own retail prices, and you handle your customers' refunds, chargebacks and sales and use taxes. **Aqua-Air never holds, receives, processes or collects the customer's card payment or any other Store funds.**

**Store auto-order / drop-ship (when available).** Aqua-Air will enable store auto-forward drop-shipment **when that feature is live**. Once live, when a customer buys on a Hosted Site Store, the order is automatically forwarded to Aqua-Air as a separate wholesale order from Aqua-Air to you at your then-current dealer price under Section 6.1 (plus shipping and any applicable tax). It is charged to your card on file under the Addendum's Card-on-File Auto-Charge Authorization (Exhibit 1 to the Addendum) and drop-shipped by Aqua-Air to your customer. Until the feature is live, Hosted Site Store orders (if any) are fulfilled by a method Aqua-Air and you agree in writing, without changing seller-of-record rules in this Section 5.4. That auto-order is governed by this Agreement and the Addendum. Fulfillment through Aqua-Air's systems does not make Aqua-Air the seller to your customer. Dealer prices are never shown on customer-facing pages (Section 8.2(c)).

**5.5 No public dealer directory or main-site links to dealers.** Aqua-Air does **not** publish a dealer directory or place public links to dealers on its marketing sites. In particular, aquaairetdry.com (and any other Aqua-Air-owned marketing site) will **not** list dealers, will **not** link to Hosted Sites or dealer websites, and will **not** offer a public dealer locator or directory. Aqua-Air will **not** send referral traffic from those sites to a Hosted Site by public link. This preserves source-based lead framing: Hosted Site Leads are Dealer-Generated Leads (Sections 1.13 and 6C.1), not Aqua-Air leads. You may promote your own Hosted Site (or Dealer-Owned Site) yourself. Any later public dealer directory or locator requires a written amendment under Section 22 and is not part of this version.

**Private zip-code lead form (optional Aqua-Air channel).** Aqua-Air may offer a private zip-code inquiry form on its own website (for example on aquaairetdry.com). A customer enters a ZIP code, contact information, and a short questionnaire. Submissions are **Aqua-Air leads** generated through Aqua-Air's own marketing / website and are handled under Sections 6C.1 and 6C.1A(j) (Protected Lead Area matching under Sections 6B / 6C; Wisconsin / New Jersey and Overlap Zone rules still apply). They are **not** Hosted Site Leads and **not** Dealer-Generated Leads.

## 6. Dealer pricing tiers

**6.1 Discounts off MSRP.** Dealer prices are discounts off the current MSRP. They depend on your pricing option (see Section 6A), which depends only on volume:

| Product group                                        | Volume / Top Tier (Section 6A.1(b)) | Standard (Section 6A.1(a)) |
|------------------------------------------------------|-------------------------------------|----------------------------|
| Power Units (Models 130, 150, 158, 230, 250 and 258) | 45% off MSRP                        | 30% off MSRP               |
| Motor boosters                                       | 45% off MSRP                        | 30% off MSRP               |
| Dry interceptors (e.g., AA018)                       | 45% off MSRP                        | 30% off MSRP               |
| Separation tanks (e.g., AA004-S)                     | 45% off MSRP                        | 30% off MSRP               |
| AA035 DEMA MixRite injector                          | 10% off MSRP                        | 10% off MSRP               |
| All other parts, kits, hoses, tools and accessories  | 35% off MSRP                        | 20% off MSRP               |

**6.2 Which pricing applies.** If you make the Volume commitment, Volume pricing applies from your Volume Start Date (for a new dealer, your Approval Date), and continues unless it ends under Section 7.4(c). Otherwise, Standard pricing applies.

**6.3 Freight, taxes and special items.** Discounts apply to Product prices only. They do not apply to freight, crating, taxes, duties, custom engineering, or items marked "net" or "no discount" on the price list.

**6.4 Price changes.** We may change MSRP, the list of Products, or which group a Product belongs to by giving you at least **30 days'** notice by email or Dealer Portal posting. Orders we accept before a change takes effect are billed at the price in effect when we accepted them. The tier percentages in Section 6.1 can change only by amendment under Section 22.

**6.5 Master price source.** Aqua-Air's QuickBooks-based price list is the master source for all Aqua-Air prices. If any Aqua-Air price sources conflict (for example the QuickBooks list, a printed or PDF price list, the Dealer Portal, the website or a quote), the **higher published price controls**. This rule applies to MSRP, to MAP under Aqua-Air's MAP Policy, and to the retail price used as the base for dealer discounts in Section 6.1. Obvious typographical errors may be corrected.

**6.6 Components and accessory kits only; no power unit kits.** The Dealer Price List and the Dealer Portal cover:

(a) **individual components:** Power Units, motor boosters, dry interceptors, separation tanks, and individual parts and accessories; and

(b) **accessory kits that do not include a Power Unit** (for example animal care, dry and install kits such as AA394, AA254 and AA545P/AA545Z). These are priced at the parts and accessories discount in Section 6.1 (35% at Volume; 20% at Standard).

**Pre-bundled power unit kits**, meaning any kit or system that includes a Power Unit (for example the AA70x series and AA700-RES), are retail-only. They are not on the Dealer Price List or the Dealer Portal, and dealers cannot buy them at a dealer discount. You build your own systems and customer quotes from individual Power Units, components and accessory kits.

**6.7 Product availability.** Aqua-Air may designate any product as unavailable for dealer purchase, or change which products are available to dealers. It will give 30 days' notice by email or Dealer Portal posting. Orders we accept before the change takes effect will be filled.

## **6A. Pricing options: Standard and Volume (Top Tier)**

**6A.1 Two pricing options, based only on volume.**

(a) **Standard:** the Standard column of Section 6.1 (30% / 20% / 10%). Standard has **no** minimum purchase, website, marketing or ad-spend requirement. You pay Aqua-Air nothing besides Products.

(b) **Volume (Top Tier):** the Volume column of Section 6.1 (45% / 35% / 10%). It's available to any dealer that makes the Volume commitment to buy at least **12 Power Units per Rolling 12-Month Window**, counted under Section 7. A new dealer that makes the commitment when it is approved **starts at Volume pricing on its Approval Date**. It keeps Volume pricing unless it falls under pace and does not cure within one full Quarter (Section 7.4).

**6A.2 Volume is the only condition.** Volume pricing depends **only** on your Power Unit purchases under Section 7. It does **not** depend on:

- having or using any website;
- running any ads, or any amount of ad spend;
- buying the optional Marketing Services or any other service from Aqua-Air; or
- any other payment to Aqua-Air.

Aqua-Air does not review or approve your website or ads as a condition of any price.

**6A.3 Choosing and switching.** When you are approved, you start at Volume pricing if you make the 12-unit Volume commitment (by checking the Volume commitment box at signup or telling us in writing); if you do not, you start at Standard. You may switch on **30 days'** written notice (email is enough).

- To move to Volume later, you make the 12-unit commitment. Pace is counted under Section 7 from your Volume Start Date (the date the switch takes effect).
- A price change applies only to orders placed after the switch takes effect.

**6A.4 Optional Marketing Services unlock nothing.** Aqua-Air offers optional Hosted Site and local marketing-plan services under a separate **Marketing Services Addendum**, to any dealer at either pricing option, on the same terms.

- **Any approved dealer may buy Marketing Services** (including a Hosted Site with a full-line online store) whether it is at Standard or Volume pricing. Hosted Sites are not limited to Volume (Top Tier) dealers and are **not** included automatically with dealer approval.
- The Addendum is **not a condition** of approval, of staying a dealer, of any price or discount, of a Protected Lead Area, or of receiving any Aqua-Air lead. Buying, not buying or cancelling it has **no effect** on any of these. It unlocks no pricing, territory or Protected Lead Area.
- Accepting this Dealer Agreement and accepting the Marketing Services Addendum are **separate** clickwrap (or signature) steps. One click must not bind you to both, and Marketing Services must never be presented as required to finish dealer setup.
- Leads from a Hosted Site are the renting dealer's own Dealer-Generated Leads, the same as leads from a website the dealer has built by anyone else. They are not Aqua-Air leads, and they are not a priority for, or a right to, any Aqua-Air lead (Sections 6B.3A and 6C.1A).
- The recurring **\$500 per month hosting fee** under the Addendum (hosting and running the dealer's website, including running the ads / campaign management) is billed on its own invoices, never on or against equipment orders. The separate **\$350 per month** Meta ad-spend minimum is paid by you directly to Meta and is not a fee to Aqua-Air.
- You can be a dealer, get Volume pricing and qualify for a Protected Lead Area **without paying Aqua-Air anything** other than the price of Products you buy for resale.

**6A.5 Ad spend.** No ad spend is required under this Agreement to be a dealer, to keep any price, or to qualify for a Protected Lead Area. If you buy the optional Marketing Services, any minimum ad budget (including the Addendum's \$350/month Meta minimum) is a term of **that optional service only**, paid by you **directly to Meta** (or another platform) in your own ad account. Aqua-Air never collects or passes through ad spend. That budget has no effect on your pricing, Protected Lead Area or leads.

**6A.6 Not an earnings representation.** Nothing in this Agreement, the Addendum, Exhibit A or Aqua-Air's materials is a promise or representation about the leads, sales, income or profit you will receive.

## 6B. Protected Lead Area (Volume dealers)

**6B.1 Free; never sold or priced.** A dealer at Volume pricing that is in good standing qualifies for a **Protected Lead Area** (except as Section 6B.8 provides). No payment to Aqua-Air, other than the purchase of Products at dealer prices for resale, is required to obtain, keep or enlarge a Protected Lead Area. **Aqua-Air does not sell, license or price Protected Lead Areas**, and no fee under this Agreement or any other agreement is paid for one.

**6B.1A When the area starts.** Your Protected Lead Area starts on your Volume Start Date, together with your Volume pricing. For a new dealer that makes the 12-unit Volume commitment when it is approved, that is the **Approval Date (day one)**. No purchase is needed before the area starts, and no payment of any kind is made for it. The area continues only while you hold Volume pricing, and it lapses with Volume pricing under Section 6B.6 after the written warning and one-Quarter cure in Section 7.4.

### 6B.2 The area.

- Your Protected Lead Area is the area within a **300-mile** straight-line radius of your approved business location, as recorded in the Dealer Portal, reduced by any division under Section 6B.5.
- Aqua-Air notifies you in writing (email or Dealer Portal is enough) of your Protected Lead Area, with a map or description.
- Moving your approved business location requires Aqua-Air's written approval. Once approved, your area is recalculated, and Section 6B.5 applies.

### 6B.3 What protection means: two promises only.

While your Protected Lead Area is in effect:

(a) **Appointments.** Aqua-Air will not appoint another dealer at Volume pricing whose approved business location is inside your Protected Lead Area, subject to Section 6B.5; and

(b) **Aqua-Air's own leads.** Aqua-Air will route Aqua-Air leads, meaning leads it generates through its **own** marketing and channels (Section 6C.1), from customers inside your Protected Lead Area to you, as long as you meet the response standards in Section 6C.3. This promise does not cover Dealer-Generated Leads, including approved Hosted Site Leads (Section 6B.3A).

**Aqua-Air does not guarantee any number, volume or quality of leads**, any sales or any income.

**6B.3A Exception: leads other dealers generate, including Hosted Site Leads.** A Protected Lead Area governs only Aqua-Air leads. Leads a dealer generates through its own marketing, whether from its Dealer-Owned Site or from a Hosted Site it rents, are never subject to Protected Lead Area routing, wherever the customer is.

(a) An approved Hosted Site Lead goes to the dealer whose Hosted Site it came from (Section 6C.1A(d)), even if the customer is inside another dealer's Protected Lead Area or an Overlap Zone (Section 6D.6(a-1)).

(b) This is not a priority over the area dealer and is not a breach of Section 6B.3. The lead was never an Aqua-Air lead.

(c) The area dealer has no claim to such a lead or to any sale that results from it. It receives no offer, notice, customer information, fee, commission, credit or other compensation for it.

(d) This exception covers leads only. It does not change Section 6D: when Aqua-Air itself closes a Direct Sale inside your Protected Lead Area and offers a Handoff, Section 6D.6(a) and (a-1) still apply.

#### 6B.4 What protection does not mean.

(a) **It is not an exclusive territory.** It does not restrict where you, or any other dealer, may sell or serve customers. You may sell to customers anywhere, and other dealers may sell to customers inside your area, subject only to Section 5.3 (online selling only on your own website).

(b) **Standard dealers.** Aqua-Air may appoint Standard dealers anywhere, including inside your Protected Lead Area.

(c) **Aqua-Air's reserved sales.** Aqua-Air reserves the right to sell directly to any customer anywhere, including direct sales, house accounts, national and multi-location accounts, government and institutional accounts, and online sales through Aqua-Air's own channels. Leads and sales in these reserved categories are not routed under Section 6B.3(b). A Direct Sale (Section 6D.1) to a customer inside your Protected Lead Area stays a reserved sale and does not breach this Section 6B. If Aqua-Air offers a Handoff of that sale, it offers it to you first under Section 6D.6(a), subject to the Overlap Zone rule in Section 6D.6(a-1).

(d) **No dealer agreements.** Dealers may not agree among themselves on areas, customers or prices (Section 9.2).

#### 6B.5 Aqua-Air alone sets and divides areas.

(a) **First come, by Volume-qualifying date.** Where two Volume dealers' 300-mile radii overlap, the dealer that first qualified for Volume pricing (the date its Volume pricing first took effect) has priority. Aqua-Air divides the overlapping area between the affected dealers at its reasonable discretion: by a midpoint line between the dealers' locations, by county lines, or by another reasonable geographic method.

(b) **No undivided core; division, not refusal.** No part of a Protected Lead Area is reserved from division. Every overlap is divided under Section 6B.5(a), and the earlier-qualifying dealer's priority applies only to how the division is made. Aqua-Air may appoint a new Volume dealer whose business location falls inside an existing Protected Lead Area. In that case, Aqua-Air divides the overlap under Section 6B.5(a) and gives the notice in Section 6B.5(c) before the new dealer's area takes effect.

(c) **Notice and records.** Aqua-Air gives each affected dealer written notice (email or Dealer Portal) of any division, with a map or description. It keeps a dated map and log of every area, division, lapse and reinstatement, and an internal record of each approved Hosted Site Lead from inside an area that went to another dealer under Section 6B.3A.

(d) **Changes.** Aqua-Air may revisit a division on **30 days'** written notice when dealers are added, leave, relocate, or gain or lose Volume pricing.

(e) **Unilateral.** Areas and divisions are Aqua-Air's decision alone. They are not negotiated among dealers, and dealers may not swap areas or customers.

#### 6B.6 Lapse and reinstatement (performance-based, not a penalty).

(a) Your Protected Lead Area stays in effect only while you hold Volume pricing.

(b) If a quarterly review shows you are under Volume pace (Section 7.4(a)), you get the written warning in Section 7.4(b) and **one full following Quarter** to get back on pace. **This is the same Quarter that governs Volume pricing.**

(c) If you are still under pace at the next quarterly review, your Volume pricing ends under Section 7.4(c), and **your Protected Lead Area lapses automatically at the same time.** No further notice is needed. Aqua-Air may then appoint other Volume dealers in that area and route leads elsewhere.

(d) There is no fee, damages, chargeback or other charge for a lapse.

(e) When your Volume pricing is restored under Section 7.6, Aqua-Air will reinstate a Protected Lead Area for you to the extent the area is then available. If part of it has meanwhile been assigned to another Volume dealer, Section 6B.5 applies, with priority based on the date your Volume pricing was restored.

#### **6B.7 End and change of the program.**

- Your Protected Lead Area ends automatically when this Agreement ends or your Volume pricing ends.
- Aqua-Air may change or end the Protected Lead Area program for all dealers on **90 days'** written notice.

**6B.8 Wisconsin and New Jersey: no Protected Lead Area.** A dealer whose approved business location is in Wisconsin or New Jersey qualifies for Volume pricing on the same terms as any other dealer, but is not granted a Protected Lead Area, and Section 6B.3 does not apply to it. Aqua-Air's own leads from customers in those states are routed under Section 6C on the same basis as leads from outside any Protected Lead Area, unless the customer is inside another dealer's Protected Lead Area. A Wisconsin or New Jersey dealer's own Dealer-Generated Leads, including approved Hosted Site Leads, are handled under Section 6C.1A like any other dealer's, and Section 6B.3A applies to them. If a Protected Lead Area of a dealer located in another state extends into Wisconsin or New Jersey, that part of the area is still subject to this Section 6B. Nothing in this Agreement grants a Wisconsin or New Jersey dealer an exclusive or protected territory.

## **6C. Leads: Aqua-Air leads and Dealer-Generated Leads**

**6C.1 What these are.** "Aqua-Air leads" (also called **Aqua-Air-Generated Leads**) are inquiries Aqua-Air receives through its **own** marketing and channels: for example its own website (including any private zip-code inquiry form on aquaairwetdry.com under Section 5.5), its own Meta and other ads, its phone line and its social media pages. They do not include Dealer-Generated Leads (Section 1.13): leads from your Dealer-Owned Site, your Hosted Site, your own store, ads, phone or social media, or campaigns Aqua-Air manages for you under the optional Marketing Services. Dealer-Generated Leads belong to you, subject to the approval step for Hosted Site Leads in Section 6C.1A. Zip-code form submissions are Aqua-Air-Generated Leads under Section 6C.1A(j); they are never Hosted Site Leads or Dealer-Generated Leads.

#### **6C.1A How leads are handled, by source.**

(a) **Your Dealer-Owned Site.** Leads from your Dealer-Owned Site belong to you. Aqua-Air does not place its forms on Dealer-Owned Sites, these leads never come into Aqua-Air's systems, and Aqua-Air has no approval step for them. If one does come into Aqua-Air's systems, Aqua-Air automatically forwards it to

you and does not store it. It keeps nothing beyond what forwarding technically requires, and deletes that after forwarding. These leads are not Aqua-Air data.

(b) **The Lead Approval Queue.** Subject to the zip-code form exception in (j), Aqua-Air leads and Hosted Site Leads (leads from any website Aqua-Air hosts, including your Hosted Site) go first to the Lead Approval Queue, where Travis Hansen (or another person Aqua-Air authorizes) reviews them. The queue is kept in both GoHighLevel and the Dealer Portal. A decision made in either place applies in both, and no lead is assigned twice. No dealer receives any lead, alert or customer information from the queue until the lead is approved. **Exception:** a zip-code form inquiry that matches a dealer's Protected Lead Area under (j) is assigned straight to that dealer and does **not** enter the Lead Approval Queue.

(c) **Source not identified.** A lead whose source Aqua-Air cannot identify goes to the Lead Approval Queue and is flagged for review. If its source is then identified, it is handled under the rule for that source. Otherwise, once approved, it is handled as an Aqua-Air lead.

(d) **Approved Hosted Site Leads.** Once approved, a Hosted Site Lead goes to the dealer whose Hosted Site it came from. It is not routed under Sections 6B.3(b) or 6C.2, and Section 6B.3A applies if the customer is inside another dealer's Protected Lead Area. It is your lead, and Aqua-Air does not reassign it, except under (f).

(e) **Leads not yet acted on.** A lead in the Lead Approval Queue that has not been approved or deleted stays in the queue until it is. It is never deleted automatically for lack of action.

(f) **Hosted-site dealer not eligible.** If, when a Hosted Site Lead is approved, the dealer whose Hosted Site it came from is suspended or this Agreement with that dealer has ended, the lead is held for Travis Hansen (or another person Aqua-Air authorizes) to reassign. Any reassignment uses the objective criteria in Section 6C.2, never any service purchase.

(g) **Leads not approved are deleted.** A lead that is not approved is deleted from Aqua-Air's systems (GoHighLevel and the Dealer Portal, including alert copies). Aqua-Air keeps only the SMS Consent Record described in Section 17.4, for 5 years, and a deletion log with no personal information. No dealer receives anything about a deleted lead. A lead that Aqua-Air keeps and works itself counts as approved and is not deleted.

(h) **Not a paid benefit.** Approval is a lead-quality and compliance review. You pay nothing for it, for any Hosted Site Lead, or for any lead (Section 6C.4). The Marketing Services fee pays for the website and services in the Addendum, not for leads.

(i) Leads from Meta campaigns Aqua-Air manages for you in your own ad account under the Addendum are Dealer-Generated Leads under Section 6C.1. Whether they also pass through the Lead Approval Queue when they reach Aqua-Air's systems (as Hosted Site Leads do), or go straight to you, is not yet decided.

(j) **Private zip-code form on Aqua-Air's website (Aqua-Air-Generated Leads).** Inquiries submitted through Aqua-Air's private zip-code form on its own marketing site (Section 5.5) are **Aqua-Air-Generated Leads** under Section 6C.1. They are **not** Hosted Site Leads and **not** Dealer-Generated Leads. Handling:

- **Matching.** Aqua-Air matches the submitted ZIP to the dealer whose Protected Lead Area covers that ZIP, using the Protected Lead Area and routing rules in Sections 6B and 6C (including Wisconsin / New Jersey under Section 6B.8 and Overlap Zone rules under Section 6D.6(a-1) as they apply to lead routing under Section 6B.3(b) / 6C.2).
- **Matched = straight to dealer.** If a match exists, Aqua-Air assigns the inquiry straight to that matched dealer for the dealer to work. The inquiry does **not** enter the Lead Approval Queue. This is an express exception to the general rule in (b) that Aqua-Air website leads go to the Lead Approval Queue first.
- **No match = Lead Approval Queue.** If no Protected Lead Area match exists, the inquiry goes to the Lead Approval Queue for Travis Hansen (or another person Aqua-Air authorizes) to review and assign under Section 6C.2.
- **Handoff fee — assignment is not a Handoff.** Mere routing or assignment of a zip-form inquiry to a matched dealer under this subsection (j) is **lead assignment under this Section 6C**, not a Handoff under Section 6D. **No handoff fee is owed** solely because the inquiry was assigned. Dealers still never pay Aqua-Air for leads (Section 6C.4): this is Aqua-Air routing its own inquiries, not a purchase of lead lists.
- **When Handoff Rates / fees do apply.** If Aqua-Air itself quotes the customer or takes payment on a path that is a Direct Sale under Section 6D, then Handoff Rates and handoff fees under Section 6D apply as usual.

**6C.2 How Aqua-Air routes Aqua-Air leads.** This Section 6C.2 applies only to approved Aqua-Air leads. Dealer-Generated Leads, including approved Hosted Site Leads, are never routed under it (Sections 6B.3A and 6C.1A).

- Inside a Protected Lead Area, Aqua-Air leads are routed under Section 6B.3(b).
- Elsewhere, Aqua-Air refers them using objective, non-payment criteria: the customer's location relative to dealers' locations and service areas; the dealer's responsiveness and follow-up record; and the dealer's ability to stock, install or service what the customer asked for.
- Aqua-Air may also handle any lead itself, including leads in its reserved categories (Section 6B.4(c)). If Aqua-Air closes the sale itself, it may offer the customer to a dealer as a handoff under Section 6D.

**Buying any service from Aqua-Air, including the Marketing Services, is never a criterion and gives no priority for any Aqua-Air lead.** A Hosted Site Lead goes to the dealer whose site it came from because it is that dealer's own lead, not because of any priority.

**6C.3 Response standards.** To receive Aqua-Air leads, you must contact the customer within one business day and keep reasonable follow-up records. If you repeatedly don't follow up in time, Aqua-Air may route Aqua-Air leads, including leads in your Protected Lead Area, to another dealer or handle them itself. This re-routing does not apply to Dealer-Generated Leads, including Hosted Site Leads, because they are your own leads.

**6C.4 No guarantee; not a purchased benefit.**

- Aqua-Air does not guarantee any number, volume, quality or conversion of leads.
- Aqua-Air may change, reduce or stop lead referrals on notice by email or Dealer Portal posting, subject to Section 6B.7 for Protected Lead Areas.
- No fee is paid for leads, by you or by Aqua-Air. This includes Hosted Site Leads and zip-code form assignments under Section 6C.1A(j): they carry no lead fee, and mere assignment of a zip-form inquiry is not a Handoff and owes no handoff fee. On a lead you close yourself, including a Hosted Site Lead or an assigned zip-form inquiry, you earn only your own margin on your sale. Amounts under Section 6D are compensation

for your equipment role or installation on a sale Aqua-Air closed, not a lead fee. You never pay Aqua-Air for leads or handoffs.

#### 6C.5 Ownership, use and deletion of lead data.

- **Aqua-Air leads.** Aqua-Air owns its own websites, phone lines, pages and forms, and the Aqua-Air lead data collected through them.
- **Hosted Site Leads.** Aqua-Air operates the forms on your Hosted Site and handles Hosted Site Lead data as your service provider: to run the Lead Approval Queue, deliver approved leads to you, keep the records in Sections 6B.5(c) and 6D.2(d), keep the SMS Consent Record (Section 17.4) and meet its legal duties. Once a Hosted Site Lead is approved and delivered, it is your lead, and your copy is yours to control. Aqua-Air does not sell it, use it to market to that customer for itself, or give it to another dealer, except under Section 6C.1A(f). A Hosted Site Lead that is not approved is deleted under Section 6C.1A(g). Store customer and order data on your Hosted Site is governed by the Addendum.
- **Dealer-Owned Site leads** are not Aqua-Air data (Section 6C.1A(a)).
- **Your use.** An Aqua-Air lead Aqua-Air refers to you, and any lead reassigned to you under Section 6C.1A(f), may be used only to respond to that customer's request, in compliance with Section 17 and Exhibit A.

## 6D. Aqua-Air Direct Sale / Install Handoff

**6D.1 What a Direct Sale is.** A "Direct Sale" is a sale of Products that Aqua-Air closes itself, through its own ads, website, automation or staff, whether it is placed as a website order, on an Aqua-Air QuickBooks quote or invoice, or by phone (Section 6D.2(a)). Any Direct Sale may become a Handoff. It is one of Aqua-Air's reserved sales (Section 6B.4(c)). After it closes a Direct Sale, Aqua-Air may offer the customer to a dealer for fulfillment, with or without installation (a "Handoff"). A Handoff where the customer buys equipment only, with no installation, is an "Equipment-Only Handoff". Either path in Section 6D.3 may be used for it: under (a), you buy at the Handoff Rates and invoice the customer; under (b), Aqua-Air collects from the customer and pays you the handoff fee. Aqua-Air decides whether to offer a Handoff. It does not have to offer one, including for a Direct Sale inside a Protected Lead Area, and it may fulfill any Direct Sale itself. When Aqua-Air does offer a Handoff, Section 6D.6 decides who is offered it first.

#### 6D.2 Which sales are Direct Sales (tracking).

(a) **Aqua-Air-closed.** A sale is a Direct Sale if (i) the customer signs or pays on Aqua-Air's quote or checkout before any dealer has quoted that customer for that project, or (ii) the lead came from Aqua-Air's own marketing (Section 6C.1) and Aqua-Air issued the quote the customer accepted. A sale made by phone is a Direct Sale only once Aqua-Air issues a written quote or invoice that the customer accepts or pays. A Hosted Site Lead is a Dealer-Generated Lead, not Aqua-Air marketing, so (ii) never applies to it; a Hosted Site Lead you quote and close is a dealer-closed sale under (b), with full dealer pricing and no Handoff or handoff fee.

(b) **Dealer-closed.** A sale is dealer-closed if the customer accepted the dealer's own quote. This includes a lead Aqua-Air routed to the dealer under Section 6C that the dealer quoted and closed. A dealer-closed sale is an ordinary dealer sale at full dealer pricing (Section 6D.4). It is not a Direct Sale.

(c) **Ties.** If both Aqua-Air and a dealer quoted the customer, the sale belongs to whoever issued the quote the customer accepted.

(d) **Records, visibility and disputes.** Aqua-Air's records (GHL and QuickBooks) decide the classification. You can see the classification of each sale that involves you (Direct Sale/Handoff or dealer-closed) in the Dealer Portal. Posting it there is Aqua-Air's notice to you. For each Handoff, the Dealer Portal also shows the dollar amounts listed in (e). You may dispute a classification or any dollar amount in writing (including through the Dealer Portal) within **30** days after it is posted. If you do not dispute it within those 30 days, it is final. This does not waive or reduce any amount Aqua-Air underpaid because of its own error, or any amount it failed to post; Aqua-Air pays any such amount within 15 days after the error or omission is identified, and Section 6D.7 still applies.

(e) **Dollar amounts in the Dealer Portal.** For each Handoff, the Dealer Portal shows the actual dollar amounts: the equipment sale price (under Section 6D.3(b)) or your cost at the Handoff Rates (under Section 6D.3(a)); the Handoff Rate applied to each line; any freight deducted under Section 6D.3(c)(ii); the handoff fee (under Section 6D.3(b)) or the discount you earned (under Section 6D.3(a)), in dollars; and its payment status and payment date. Each of these amounts may be disputed under (d). Aqua-Air may temporarily hide dollar amounts in the Dealer Portal only to correct a system or data error. It reposts the corrected amounts promptly, and the 30-day dispute period under (d) runs from the reposting. Hiding amounts never delays a payment or the statement under Section 6D.7(b).

**6D.3 Equipment: a lower amount, because Aqua-Air made the sale.** On a Handoff, the equipment amount is set by the **Handoff Rates**:

- **25%** on Power Units, motor boosters, dry interceptors and separation tanks;
- **15%** on all other parts, kits (power unit kits follow Section 6D.3A), hoses, tools and accessories; and
- **5%** on the AA035 DEMA MixRite injector.

The Handoff Rates are the same whether Standard or Volume pricing applies to you. They are lower than your full dealer pricing under Section 6.1 at either pricing option (Section 6D.4). Which method applies depends on whether the customer has already paid Aqua-Air:

(a) **Customer has not yet paid Aqua-Air: you buy and resell (default).** Aqua-Air's Direct Sale quote states that the order will be fulfilled and invoiced by the customer's local authorized Aqua-Air dealer. You buy the equipment on your own dealer account. For each equipment line, your cost is Aqua-Air's quoted price to the customer for that line (after any discount Aqua-Air gave, before tax, freight and installation), less the Handoff Rate. Where Aqua-Air did not issue a quote, your cost is MSRP less the Handoff Rate. For example, if Aqua-Air quoted a Power Unit at \$8,000, your cost is \$8,000 less 25%, or \$6,000. These prices apply to that order instead of your Section 6.1 discount. The order is prepaid under Section 11. You invoice the customer and collect payment as the **seller of record**, as in Section 5.4, and you collect any sales tax as the seller. You set your own selling price (Section 9.1). Aqua-Air's quoted price is an estimate to the customer and does not bind you.

(b) **Customer has already paid Aqua-Air (for example, at Aqua-Air's online checkout, on an Aqua-Air QuickBooks invoice, or by phone): Aqua-Air stays the seller and pays you a handoff fee.** Aqua-Air is the seller of record on that sale. It invoices the customer, collects payment and any sales tax, ships the

equipment, and handles the customer's equipment purchase terms and refunds. You do not buy the equipment. Aqua-Air pays you a **handoff fee equal to the Handoff Rate percentage of the equipment sale price**, on the timing in Section 6D.7. The "equipment sale price" is what the customer actually paid Aqua-Air for each equipment line: after any discount Aqua-Air gave, before tax, freight and installation, and less any refund or credit. It is not MSRP. For example, if a customer paid \$8,000 for a Power Unit after a discount, the fee is 25% of \$8,000, or \$2,000. If a refund or return comes after the fee is paid, Section 6D.8 applies. Because both paths start from Aqua-Air's price to the customer, the fee equals the discount you would earn under (a) on the same quoted price.

**(c) Freight on Handoffs: Aqua-Air does not pay freight on any Handoff.**

(i) **Under (a)**, you pay freight, crating and insurance as on any dealer order (Sections 6.3 and 12.1). You may charge the customer for freight on your own invoice.

(ii) **Under (b)**, Aqua-Air charges the customer freight on every Direct Sale, whether placed at web checkout, on a QuickBooks quote or invoice, or by phone. In the rare case that Aqua-Air did not collect freight from the customer, you pay it at Aqua-Air's actual freight cost, with no markup, unless you arrange and pay the carrier yourself. You will be told the freight amount before you accept the Handoff. Aqua-Air chooses how to collect it, and collects it only once: it may deduct the freight from the handoff fee for that Handoff and itemize it on your statement, and it may invoice you for any part of the freight that the fee does not cover. The same freight is never charged twice. Apart from backup withholding the law requires under Section 6D.7(f) and offsets under Section 6D.7(h), this is the only amount Aqua-Air may deduct from a handoff fee under this Section 6D.3(c), and none of them changes the payment deadlines in Section 6D.7.

(iii) Freight is never part of the equipment sale price used to figure the handoff fee (Section 6D.3(b)) or of the quoted price used under Section 6D.3(a), and the Handoff Rates never apply to freight (Section 6.3).

**6D.3A Power unit kits sold by Aqua-Air.** When Aqua-Air sells a pre-bundled power unit kit (for example the AA70x series or AA700-RES) as a Direct Sale, the Handoff Rate is split in two: **25%** on the Power Unit portion of the kit and **15%** on the other items portion. The separate 25% and 5% Handoff Rates in Section 6D.3 for motor boosters, dry interceptors, separation tanks and the AA035 DEMA MixRite injector do not apply to items sold inside a power unit kit. Inside a kit, every item other than the Power Unit, including any of those items, is part of the other items portion at 15%.

(a) **How the portions are measured.** The **Power Unit portion** is the kit price multiplied by a fraction: the Power Unit's MSRP, divided by the total MSRP of all the component items in the kit, each at Aqua-Air's MSRP for that item in effect on the date of the Direct Sale. The **other items portion** is the rest of the kit price (the kit price less the Power Unit portion). The handoff amount is the Power Unit portion  $\times$  25%, plus the other items portion  $\times$  15%. The "kit price" is Aqua-Air's quoted price for the kit under Section 6D.3(a) (or the kit's MSRP, where there was no quote), and the kit's equipment sale price (excluding tax, freight and installation) under Section 6D.3(b). Under Section 6D.3(a), your cost for the kit is the kit price less the handoff amount.

(b) **Example (illustrative numbers only; these are hypothetical figures, not Aqua-Air prices):** a kit priced at \$9,600 whose component items total \$12,000 at MSRP: a Power Unit at \$7,000, a motor booster at \$2,000, an AA035 at \$700 and other parts and accessories at \$2,300. The Power Unit portion is \$9,600  $\times$

$(\$7,000 \div \$12,000) = \$5,600$ , at 25% = \$1,400. The other items portion is  $\$9,600 - \$5,600 = \$4,000$  (including the motor booster and the AA035), at 15% = \$600. The handoff amount is  $\$1,400 + \$600 = \$2,000$ . Under Section 6D.3(a), your cost for the kit is  $\$9,600 - \$2,000 = \$7,600$ . Under Section 6D.3(b), if the customer paid \$9,600 for the kit, the handoff fee is \$2,000.

(c) Aqua-Air shows the split on the Handoff offer and on your invoice (under Section 6D.3(a)) or statement (under Section 6D.3(b)).

(d) Buying a power unit kit for a Handoff under Section 6D.3(a) is the only exception to Section 6.6. Power unit kits otherwise stay retail-only.

**6D.4 Full dealer margin only on sales you close yourself.** Your full dealer pricing under Section 6.1 applies **only** when you close the sale yourself. At Volume pricing, that is 45% off MSRP on Power Units, motor boosters, dry interceptors and separation tanks; 35% off all other parts, kits, hoses, tools and accessories; and 10% off the AA035 DEMA MixRite injector. If Standard pricing applies to you, including after a move to Standard under Section 7.4(c), the Standard rates apply (30% / 20% / 10%). On a Handoff of a Direct Sale, the Handoff Rates in Sections 6D.3 and 6D.3A apply instead.

**6D.5 Installation: your labor, your contract.** This Section applies only when a Handoff includes installation; an Equipment-Only Handoff has none.

(a) You are paid your normal installation rate, because the installation is your labor. You contract with the customer and bill the customer directly for the installation, at your own installation rate quoted to the customer.

(b) You install as an independent contractor (Section 4.1), not as Aqua-Air's subcontractor or agent. Section 18 applies: you are responsible for your own licenses, permits, insurance and workmanship. Aqua-Air is not the installing contractor.

**6D.6 Offer, response and decline.**

(a) **Who is offered the Handoff.** This Section 6D.6 governs Handoffs of Direct Sales only; it does not route leads, and approved Hosted Site Leads go to the Hosted Site's dealer under Section 6C.1A(d). When Aqua-Air offers a Handoff of a Direct Sale to a customer inside a dealer's Protected Lead Area, it always offers the Handoff to that dealer first (except in an Overlap Zone, where (a-1) applies), before any other dealer or installer. That dealer has 3 business days after the offer to accept or decline (Section 6D.6(c)). Otherwise, Aqua-Air still offers Handoffs to dealers without a Protected Lead Area, including dealers in Wisconsin and New Jersey (Section 6B.8) and Standard dealers. Each such Handoff goes to an eligible dealer using the objective criteria in Section 6C.2, applied in this order: first, ability to do the installation the customer bought (this applies only when the Handoff includes installation); then distance, with the closest dealer offered first; and, between dealers at about the same distance, responsiveness and follow-up record. Buying any service from Aqua-Air is never a criterion and gives no priority.

(a-1) **Overlap Zones: Handoffs go to the more active dealer.** An "Overlap Zone" is the part of any area where the 300-mile radii of two or more dealers that hold Protected Lead Areas overlap that lies within **50 miles** of the Section 6B.5 dividing line between them. For a Handoff to a customer in an Overlap Zone, Aqua-Air makes the first offer under (a) to the dealer with the most Power Units bought on its dealer account in the trailing 12

months before the offer date, net of returns, credits, refunds and reversed payments, counted under Sections 7.3 and 6D.9, whichever side of the Section 6B.5 dividing line the customer is on. The customer's choice does not decide it. If the counts are equal, the dealer with the earlier Volume-qualifying date (Section 6B.5(a)) goes first. If that dealer declines or the offer expires (Section 6D.6(d)), the offer goes next to the other dealer or dealers in the Overlap Zone in the same order, and then under (a). Outside an Overlap Zone, the normal in-area first offer under (a) applies. This subsection applies only to Handoffs. The Section 6B.5 division still decides each dealer's Protected Lead Area for all other purposes, including routing of leads under Section 6B.3(b).

(b) **You may decline.** A Handoff is an offer. You may decline any Handoff. Declining has no effect on your pricing, your Protected Lead Area or your leads.

(c) **Response time.** For any Handoff, inside or outside your Protected Lead Area, you have **3 business days** after the offer to accept or decline it. If you accept, you contact the customer within one business day after you accept. (The one-business-day lead-response standard in Section 6C.3 applies to leads, not to Handoff offers.)

(d) **Expiry.** If you decline, or do not answer within the 3 business days, the offer expires and Aqua-Air offers the Handoff to the next closest eligible dealer under (a). If no eligible dealer accepts, Aqua-Air may use another installer or handle the sale itself.

(e) A Direct Sale to a customer inside your Protected Lead Area is a reserved sale under Section 6B.4(c). It does not breach Section 6B.3, whether or not you accept the Handoff.

#### 6D.7 When the handoff fee is paid (Section 6D.3(b)).

(a) The handoff fee is earned and due:

(i) **Equipment-Only Handoff:** when the customer's payment to Aqua-Air for the equipment has cleared in full. No installation sign-off is needed.

(ii) **Handoff with installation:** when both (A) the customer's payment for the equipment has cleared in full and (B) the installation is complete, as shown by the customer's written sign-off (email or e-signature is enough).

(b) Aqua-Air pays the fee within **15** days after it becomes due, for an Equipment-Only Handoff and for a Handoff with installation alike. It pays by ACH/direct deposit (through Aqua-Air's QuickBooks bill pay), or by check if an ACH payment can't be made. Each payment comes with a statement showing the sale, the equipment sale price, the rate, any freight deducted, any backup withholding and the fee, and the same dollar amounts and the payment status and date are shown in the Dealer Portal (Section 6D.2(e)). In this Section 6D, Aqua-Air "pays" a fee, or pays it "within" a deadline, when it sends the ACH payment or mails the check on or before the deadline. Bank or mail delivery time after that does not make the payment late.

(c) If this Agreement ends, Aqua-Air pays any fee that was due on the end date within 30 days after the end date. It pays any fee that becomes due after the end date within 14 days after it becomes due.

(d) Accepting a partial payment does not release any balance, and Aqua-Air will not require a release as a condition of a partial payment. Aqua-Air will not withdraw a Handoff or a fee in order to avoid paying a fee for a Handoff you accepted, once the customer has been provided the equipment and has paid for it.

(e) For any handoff fee, the written terms are this Section 6D, as accepted by you and confirmed by Aqua-Air's signed (including electronically signed) approval. You can download a copy at any time (Section 23.2).

(f) **Tax form and backup withholding.** Before Aqua-Air approves your dealer account, you give Aqua-Air a completed IRS Form W-9 or, if outside the United States, Form W-8BEN-E (or other Form W-8 as applicable) (Section 2.1(d)), and Aqua-Air's records use the exact name on it. Aqua-Air reports handoff fees on IRS Form 1099-NEC where the law requires for U.S. payees. If the law requires Aqua-Air to apply backup withholding or other withholding to a handoff fee (for example, because a valid taxpayer identification number is missing, the IRS tells Aqua-Air to withhold, or chapter 3 or chapter 4 rules apply), Aqua-Air withholds the amount the law requires and pays it to the IRS for you. Aqua-Air does not hold back the fee solely for a missing form once the law allows payment; it still pays the rest of the fee on time under (b), and the amount withheld counts as paid to you. Providing a W-8 does not by itself create any right to a handoff fee free of withholding.

(g) **Bank details.** Aqua-Air never asks for your bank details by email, text or phone, and does not keep them in the Dealer Portal. To get paid by ACH, you enter your bank details yourself through the secure Intuit QuickBooks payment-information request Aqua-Air sends you. Intuit holds those details, and Aqua-Air does not see them. If your bank details change, you update them the same way, and Aqua-Air confirms the change with you by phone, at a number already on file, before the next payment.

(h) **Offsets.** Apart from freight under Section 6D.3(c)(ii) and backup withholding under (f), Aqua-Air may offset against handoff fees only (i) chargebacks under Section 6D.8 and (ii) your undisputed past-due invoices owed to Aqua-Air. Each offset is itemized on your statement. An offset never changes the payment deadlines in this Section 6D.7.

(i) **Your taxes.** You are responsible for your own income and other taxes on handoff fees and on your installation income.

**6D.8 Cancellations and returns (chargeback).** If, within **90** days after a handoff fee is paid, the customer cancels or returns the equipment, or gets a refund or chargeback on it, Aqua-Air may deduct the related fee from your next fees (in proportion to any partial refund). If no further fees are due, you repay it within 30 days after Aqua-Air's written request. Under Section 6D.3(a), you are the seller, so the customer's returns and refunds are yours under your own terms, and Section 13 governs any return to Aqua-Air.

**6D.9 Units and the Volume commitment.** Equipment you buy on your dealer account under Section 6D.3(a), including on an Equipment-Only Handoff, is an ordinary paid dealer-account purchase and counts under Section 7.3. Power Units that Aqua-Air sells under Section 6D.3(b) are not your purchases. They do **not** count toward your 12-unit Volume commitment, the quarterly pace review (Section 7.4), or your Volume status, even though you are paid a handoff fee on them.

**6D.10 Warranty.** Aqua-Air's Limited Warranty covers the equipment under Section 14, which is unchanged. You are responsible for your installation workmanship (Section 18.1(c)). Any warranty you give on your installation is yours alone (Section 14.2).

**6D.10A Customer information on Handoffs.** Aqua-Air shares a customer's name and contact details with you only after telling the customer, at checkout or on the quote, that it may do so for fulfillment and installation.

(a) **Use only for that Handoff.** You may use the customer information Aqua-Air gives you only to accept or decline, fulfill, install and support that Handoff. You may not sell or share it, add it to marketing lists, or use it for any other marketing, calls, texts or emails (Section 17).

(b) **Delete it if you don't make the sale.** If you decline the Handoff, the offer expires, or you otherwise do not make the sale or the installation, you delete the customer information (including copies in your CRM, email, phone and files) within **90 days** after the offer was made, and confirm the deletion if Aqua-Air asks.

(c) **If you make the sale.** If you complete the sale or installation, the customer is your customer for that job. You may keep the records the law requires and that you need for warranty, service and your own books. Paragraph (a)'s ban on unrelated marketing still applies unless the customer separately gives you consent.

(d) **Security.** You keep customer information reasonably secure and tell Aqua-Air within **72 hours** after you learn of any unauthorized access to it.

(e) **Scope.** This Section 6D.10A covers customer information on Handoffs. Hosted Site Leads and other leads are covered by Sections 6C.1A and 6C.5.

**6D.11 You never pay for Handoffs (franchise guardrail).** You pay Aqua-Air **nothing** for a Handoff. There is no fee to join, receive or keep receiving Handoffs. Handoffs are not tied to, conditioned on or prioritized by any paid service, including the Marketing Services Addendum. In a Handoff, your only payment to Aqua-Air is, under Section 6D.3(a), the price of the equipment you buy for resale to that customer, at a bona fide wholesale price. No dealer pays anything to, or receives anything from, another dealer for a Handoff. Any commission Aqua-Air pays its own sales representatives (Section 6D.11A) is Aqua-Air's own cost and is not a payment by you. Amounts you receive or keep under this Section 6D are compensation for your equipment role or your installation on a sale Aqua-Air closed. They are not a fee for a lead (Section 6C.4). Aqua-Air does not guarantee any number of Handoffs or any income from them (Section 6A.6).

**6D.11A Aqua-Air's sales representatives.** Aqua-Air may pay its own independent sales representatives a commission on equipment you buy at the Handoff Rates under Section 6D.3(a). Aqua-Air pays any such commission itself. It is never charged to you, never added to your price, and does not change the Handoff Rates or any amount you earn.

**6D.12 Change or end.** Aqua-Air may change or stop the Handoff program on 30 days' notice by email or Dealer Portal posting. Handoffs already accepted are completed and paid under the terms in effect when they were accepted.

## 7. Volume commitment and quarterly pace

**7.1 Volume commitment.** By making the Volume commitment, you state your intention to buy at least **12 Power Units per Rolling 12-Month Window**, measured under Sections 7.3 and 7.4. A new dealer that makes the commitment when it is approved starts at Volume pricing, and receives its Protected Lead Area, on its Approval Date (Sections 6A.1(b) and 6B.1A). The commitment is measured on a rolling basis from your Volume Start Date, not by calendar year or by any fixed annual period.

**7.1A Reasonable resale inventory at bona fide wholesale prices.** The Power Units and other Products you buy under this Agreement, including under the Volume commitment, are purchases of reasonable quantities of inventory for resale, at bona fide wholesale prices (the dealer prices in Section 6.1). You buy only what you order, when you order it. Aqua-Air does not require any opening inventory, stocking order, lump-sum or advance purchase, and does not require you to buy faster than you reasonably expect to resell.

**7.2 What counts.** Only Power Units count. Because power unit kits are retail-only (Section 6.6), dealers buy Power Units as individual components, and every one counts. The one exception is a power unit kit bought for a Handoff under Section 6D.3(a) (Section 6D.3A(d)); the Power Unit in that kit counts as one Power Unit (Section 6D.9). Each paid Power Unit counts once. Motor boosters, dry interceptors, separation tanks, the AA035 DEMA MixRite injector, accessory kits, parts, hoses, tools and accessories do not count. A Power Unit you buy (for example, to replace a customer's old unit) counts like any other paid Power Unit. A no-charge warranty replacement is not a paid order and does not count; the original unit keeps counting unless it is credited.

### 7.3 Counting rules.

(a) **All channels count.** Every paid Power Unit order shipped or invoiced to your dealer account counts, however it is placed: by phone, by email, through a QuickBooks invoice, or through the Dealer Portal (including store auto-orders under the optional Marketing Services Addendum). On a handoff under Section 6D, equipment you buy on your dealer account (Section 6D.3(a)) counts like any other paid order. Power Units Aqua-Air sells itself (Section 6D.3(b)) are not dealer-account orders and do not count (Section 6D.9).

(b) **When a unit counts.** A Power Unit counts on the date its order is paid in full: the date the full payment for that order is recorded as received in QuickBooks or the Dealer Portal (card payment captured, ACH or wire received, or check deposited). A deposit or part payment does not count. The payment-in-full date decides which Quarter and which Rolling 12-Month Window a unit falls in.

(c) **Returns, credits, refunds and reversed payments.** A Power Unit does not count, or stops counting from that date, if it is returned, cancelled, credited or refunded, or if its payment is reversed or charged back. If a reversed or charged-back payment is later paid again in full, the unit counts again on the repayment date. A unit that stops counting never re-opens a quarterly review already completed; it affects only later reviews. Each Power Unit counts once.

(d) **Our records decide the count; your view of it.** Our records of paid orders (Dealer Portal and QuickBooks) decide the count. You can see your count in the Dealer Portal, with the order numbers counted, any units removed and why, your current Quarter and its end date, your next target and your status, updated at least at each month-end (until that display is available, Aqua-Air emails the same summary at each month-end). It shows no prices. You may ask for your current count, or question it in

writing, at any time. Aqua-Air corrects any proven error promptly. If a correction puts you back on pace, any warning is cancelled or Volume pricing is restored under Section 7.6, but past orders are never repriced.

(e) **Per dealer account.** The count is kept per dealer account (one legal entity with one IRS Form W-9). One Volume commitment covers one approved business location and one Protected Lead Area. A second location that wants its own Protected Lead Area needs its own dealer account, commitment and count. Units never move between accounts.

(f) **From your Volume Start Date.** Only Power Units paid in full on or after your Volume Start Date count. Purchases before then, including purchases made at Standard pricing before a switch to Volume takes effect, do not count.

**7.4 Quarterly review.** We review your account at the end of every Quarter. The review runs on the first business day after the last day of your Quarter.

(a) **The target.**

- **During the first 12 months from your Volume Start Date:** cumulative pace from your Volume Start Date, meaning at least 3 Power Units by the end of Quarter 1, 6 by Quarter 2, 9 by Quarter 3 and 12 by Quarter 4.
- **After the first 12 months:** at least 12 Power Units in the Rolling 12-Month Window ending on that review date.

**On pace** means you meet the target that applies at that review. **Under pace** means you do not.

(b) **First review under pace:** we send you a written warning by email within **5 business days** after the review. You keep Volume pricing and any Protected Lead Area, and have **one full following Quarter** to get back on pace. If the warning is sent later than that, your cure period runs to the end of the first full Quarter after the warning is actually sent.

(c) **Still under pace at the next quarterly review:** Standard pricing in Section 6.1 (30% / 20% / 10%) applies automatically to orders placed after that review, and any Protected Lead Area lapses at the same time (Section 6B.6). No further notice is needed. **This change in pricing, and the lapse of the Protected Lead Area, are the only consequences of falling short.**

(d) If you are back on pace at the next review, you keep Volume pricing and any Protected Lead Area. If you fall under pace again later, Sections 7.4(b) and (c) apply again.

**7.5 Warning and cure always come first.** We will not move you from Volume to Standard pricing, or lapse your Protected Lead Area, for being under pace without first giving you a written warning and one full Quarter to cure, measured from the warning as Section 7.4(b) provides. The review at the end of your fourth Quarter is the last cumulative-pace review; from your fifth Quarter on, each review uses the Rolling 12-Month Window.

**7.6 Restoring Volume pricing.** You are **back on pace** when your count, as of the date a Power Unit is paid in full, meets the target for your most recently completed Quarter under Section 7.4(a): during the first 12 months from your Volume Start Date, the cumulative target (3, 6, 9 or 12); after that, at least 12 Power Units in the 12 months ending on that date. We check this each time a Power Unit payment posts. Once you are back on pace, Volume

pricing is restored immediately, starting with your next order, and a Protected Lead Area is reinstated under Section 6B.6(e). You do not have to wait for the next quarterly review. Restoration is not retroactive. Orders placed while Standard pricing applied are not repriced, refunded or credited.

**7.7 Not a purchase obligation; no shortfall payment of any kind.** The Volume commitment is a pricing threshold, **not a purchase obligation**. It decides only which pricing applies and whether you have a Protected Lead Area.

(a) There is **no shortfall fee, penalty, chargeback, true-up, repricing of past orders, or minimum-purchase damages** of any kind if you buy fewer than 12 Power Units, and Aqua-Air will not require you to buy or pay for any shortfall.

(b) The **only** consequence of falling short is the move to Standard pricing, and the lapse of any Protected Lead Area, under Section 7.4(c), after the written warning and one-Quarter cure.

(c) Falling short is not a breach of this Agreement, is not a condition of being appointed or remaining a dealer, and is not by itself a reason for termination for cause.

**7.8 Standard dealers.** Standard dealers have no minimum purchase. The counting and review rules in this Section apply only to Volume dealers and to dealers switching to Volume.

## 8. Confidentiality of dealer pricing

**8.1 Confidential Information.** Dealer prices, discount tiers, dealer price lists, volume terms, your account status, Dealer Portal content, and any non-public technical, cost or business information we share are Aqua-Air's "**Confidential Information**."

**8.2 Your obligations.** You will:

- (a) use Confidential Information only to buy and resell Products under this Agreement;
- (b) share it only with your employees and advisors who need it and who are bound to keep it confidential; and
- (c) not publish dealer prices or dealer price lists, show them on any customer-facing page (including any online store), or give them to customers, other dealers, competitors or online marketplaces.

Telling a customer your own selling price, or showing your own retail prices on your own online store, is not a breach. Under the MAP Policy, those store prices are yours alone (Section 9.3).

**8.3 Exclusions.** Confidential Information does not include information that is or becomes public through no fault of yours, that you already lawfully had, that you independently develop, or that you lawfully receive from someone else without a duty of confidentiality. You may disclose Confidential Information if the law or a court requires it. If the law allows, you will first tell us so we can seek protection.

**8.4 Duration.** These obligations continue during this Agreement and for **2 years** after it ends. For trade secrets, they continue for as long as the information remains a trade secret. When the Agreement ends, you will stop using our dealer price lists and delete or destroy them on request.

## 9. Resale pricing and antitrust

**9.1 You set your own prices.** You decide your own resale prices and terms, in your sole discretion. Aqua-Air publishes **MSRP as a suggestion only**. No Aqua-Air employee or agent may require, pressure or reach an agreement with you about the price at which you resell.

**9.2 No coordination among dealers.** You will not agree with other dealers or competitors on prices, territories, customers or bids. Aqua-Air will not ask you to.

**9.3 Aqua-Air policies, including the MAP Policy.** Aqua-Air has adopted a separate Minimum Advertised Price Policy (the "**MAP Policy**") and may adopt other dealer policies. These are posted in the Dealer Portal. The MAP Policy is a unilateral Aqua-Air policy. It is **not a term of this Agreement**, and you make no promise about it by accepting this Agreement. It covers **advertising only** (paid ads, emails and texts, social posts, flyers, and price-bearing links or feeds). Prices on your own online store pages, including product pages, cart and checkout, and your individual quotes, are yours alone. Section 9.1 still applies: you set your own actual selling prices, and Aqua-Air never sets them. Aqua-Air decides on its own how it applies its policies and whom it will continue to sell to. Aqua-Air may change its policies on 30 days' notice, or withdraw them at any time.

## 10. Orders

**10.1 Placing orders.** You place orders through the Dealer Portal, by email, or by any other method we accept. Each order must state the Products, quantities, ship-to address and any requested ship date.

**10.2 Acceptance.** An order is binding only when we accept it by written confirmation, invoice, or shipment. We may decline or partially fill orders, for example because of stock or availability.

**10.3 Terms that apply.** This Agreement controls every order. Pre-printed or added terms on your purchase orders or other documents have no effect, even if we accept the order.

**10.4 Changes and cancellations.** You may change or cancel an order only before it ships, and only with our written agreement. Built-to-order or custom items may not be cancellable once production starts. Returns are covered in Section 13.

## 11. Payment

**11.1 Prepayment required.** Every order must be paid in full before we ship it. For built-to-order or custom items, it must be paid in full before production starts. Pay using a method we accept, as shown on the order confirmation, the invoice or the Dealer Portal.

**11.2 No credit.** Aqua-Air does not extend credit or invoice on payment terms. We do not ship or start production on an order until we have received payment in full. We may cancel an order that is not paid within a reasonable time after we accept it. If a payment is reversed or charged back, you must pay the amount again, plus our reasonable costs of collecting it, before we ship anything else.

**11.3 Taxes.** Prices do not include sales, use, excise or similar taxes, duties or tariffs. You pay them unless you give us a valid exemption or resale certificate.

11.4 **No setoff.** You may not withhold or offset payments because of a claim against us. Warranty claims are handled under Section 14. Aqua-Air may offset amounts against handoff fees only as Section 6D.7(h) allows Aqua-Air.

## 12. Shipping and risk of loss

12.1 **Shipping terms.** Unless we agree otherwise in writing, Products ship FCA Aqua-Air's facility in St. George, Utah (Incoterms 2020) or the equivalent "FOB origin" term. You pay freight, crating and insurance. We may choose the carrier unless you name one and give us your account number.

12.2 **Risk of loss and title.** Because orders are prepaid, title and risk of loss or damage pass to you when we hand the Products to the carrier.

12.3 **Inspection and damage claims.** Inspect every shipment when it arrives. Note any visible damage or shortage on the delivery receipt and file a claim with the carrier. Tell us about shortages or wrong items within **5 business days** of delivery.

12.4 **Ship dates.** Ship dates are estimates. We are not liable for delays, but we will tell you about significant delays.

## 13. Returns

13.1 **Returnable items.** You may return unused stock parts and accessories in their original, unopened packaging within **30 days** after delivery. You may do so only with a return authorization (RMA) number obtained under Section 13.3 before you ship the return. Accepted returns are credited or refunded at the price you paid, less a **25% restocking fee**. Freight, in both directions, is not refunded.

13.2 **Non-returnable items.** The following cannot be returned: Power Units; custom or built-to-order items; electrical parts that have been installed; and clearance items.

### 13.3 RMA numbers through the Dealer Portal.

(a) You request an RMA through the Dealer Portal. The portal automatically issues an RMA number only for items that appear eligible under Sections 13.1 and 13.2.

(b) **An RMA number is not acceptance of the return.** Aqua-Air accepts a return only after inspecting it under Section 13.4.

(c) You ship the return at your own expense to the return address stated on the issued RMA. That address is for shipping returns only. It is **not** a notice address: notices go to the PO Box address in Section 25.5. The RMA number must be clearly marked on the outside of the package.

(d) An RMA number expires if the item is not shipped within **14 days** after the RMA is issued. You may request a new RMA if the item is still eligible.

(e) Returns without a valid RMA number, or without the RMA number marked on the outside of the package, will be refused.

#### 13.4 Inspection and rejected items.

(a) Aqua-Air inspects each return when it arrives. It may reject any item that does not conform, for example an item that is used, damaged, missing its original packaging, returned more than 30 days after delivery, or in a non-returnable category under Section 13.2.

(b) Aqua-Air will notify you of a rejection by email or through the Dealer Portal. A rejected item is returned to you at your cost. If you do not arrange and pay for its return within **30 days** after the notice, Aqua-Air may discard it, with no credit or refund.

(c) Accepted items are credited or refunded under Section 13.1.

13.5 **Warranty returns** follow Section 14, not this Section.

### 14. Warranty pass-through

14.1 **Aqua-Air's limited warranty.** Aqua-Air gives the end customer its published Limited Warranty. Its terms are stated in years only, with no hour limits:

(a) **Commercial installations:** 1 year;

(b) **Hoses and tools:** 90 days;

(c) **Residential installations:** 5 years.

Each period starts on the date of the original retail sale or installation, as the Limited Warranty states. The Limited Warranty is subject to its stated conditions and exclusions, including improper installation, misuse, unapproved chemicals and lack of maintenance.

14.2 **Pass-through only.** You will give each customer Aqua-Air's current Limited Warranty with the Products. You may not extend, enlarge or change it. You may not make any other warranty, guarantee or performance promise in Aqua-Air's name. Any warranty or service promise you choose to offer on your own is yours alone. You must state clearly that it comes from you and not from Aqua-Air.

14.3 **Warranty process.** You will help your customers with warranty claims, follow our troubleshooting and claim procedures, and return failed parts when we ask. Our only obligation is to repair or replace the defective Product or part, or to refund its price, as stated in the Limited Warranty.

14.4 **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY, AQUA-AIR MAKES NO OTHER WARRANTIES TO DEALER, EXPRESS OR IMPLIED. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT THE LAW ALLOWS.

### 15. Trademarks and online presence

15.1 **Limited license.** While this Agreement is in effect, you may use the names "Aqua-Air" and "Aqua-Air Wet/Dry," our logos and our product names (the "**Marks**") only to identify and advertise genuine Products you

sell. You must follow our brand guidelines and use the artwork we provide. You may describe yourself as an "Authorized Aqua-Air Dealer."

**15.2 Restrictions.** You will not:

- (a) without our written consent, register or use any domain name, subdomain, social media handle, business name or app name that contains a Mark or anything confusingly similar;
- (b) create or run any advertising account (for example Google Ads or Meta) in a Mark's name, or bid on a Mark as a keyword, without our written approval;
- (c) change the Marks, combine them with your own marks, or use them in a way that suggests you are Aqua-Air or that Aqua-Air endorses your other products; or
- (d) describe any Product as patented or as having a patent applied for or pending.

**15.3 Ownership.** Aqua-Air owns the Marks and all goodwill from their use. When this Agreement ends, you will stop using the Marks and transfer to Aqua-Air any domain, handle or account that breaks Section 15.2.

## 16. Approved claims only

**16.1 Use our approved claims; Exhibit A.** All advertising, websites, online stores and lead forms must also comply with the Aqua-Air Dealer Marketing Standards (Exhibit A), which form part of this Agreement. In advertising, proposals, websites and sales conversations, you may use only product descriptions, specifications, performance figures and claims that appear in Aqua-Air's current published materials or that we approve in writing.

**16.2 No disinfecting or sanitizing claims.** You will not claim or suggest that any Aqua-Air system, or cleaning with it, **disinfects, sanitizes, sterilizes or kills germs, viruses or bacteria**. You will not make health, infection-control or pathogen-reduction claims. These claims are regulated and depend on the chemical product used. You may say that the system can **dispense a disinfectant chemical the customer chooses**. You must tell customers to follow that chemical's label and to use low-foam products.

**16.3 Other prohibited claims.** You will not make claims about water savings, drying time, energy use, certifications or listings unless they match our published materials. You will not name Aqua-Air customers as references unless we approve it in writing.

**16.4 Corrections.** If we tell you a claim does not comply, you will remove or correct it within 5 business days.

**16.5 No financing claims in ads.** No ad for Aqua-Air products, whether run by Aqua-Air for you under the optional Marketing Services Addendum or by you anywhere (including your own website, social media or other media), may contain financing, payment-plan, "as low as \$X/month," credit or lease offers or claims. You may discuss financing with an individual customer after they contact you, if what you say is accurate and complies with law.

## 17. Marketing compliance (TCPA and CAN-SPAM)

**17.1 Your marketing is your responsibility.** You are solely responsible for your own calls, texts, emails, faxes and other marketing. This includes compliance with the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule, the CAN-SPAM Act, state telemarketing and texting laws, do-not-call rules, and privacy laws. Aqua-Air keeps proof of consent captured on its own forms, including after a lead is deleted, only as Section 17.4 provides; that record does not replace your own consent records.

**17.2 Specific requirements.** Among other things, you will:

- (a) get any prior express written consent the law requires before sending marketing texts or making autodialed or prerecorded marketing calls;
- (b) scrub call lists against the National and state Do-Not-Call registries and your internal do-not-call list;
- (c) honor opt-outs promptly (for email, within 10 business days);
- (d) include a valid physical postal address and a working unsubscribe method in commercial emails; and
- (e) not use false or misleading headers or subject lines.

**17.2A Consent on Hosted Site Leads.** Aqua-Air's forms on Hosted Sites capture any SMS consent with Aqua-Air's approved consent wording. You are responsible for your own consent proof for any message you send, including to an approved Hosted Site Lead (Section 17.1). Aqua-Air gives you the consent details captured with each approved Hosted Site Lead.

**17.3 No sending in our name.** You will not send marketing messages that look like they come from Aqua-Air unless we approve it in writing. Apart from individual leads referred under Section 6C, we do not give you consumer contact lists, and you will not share purchased lists under our name.

**17.4 SMS Consent Record kept after deletion.** When Aqua-Air deletes a lead under Section 6C.1A(g), it keeps only the lead's **SMS Consent Record**: the minimum needed to prove consent, namely the phone number, the date and time of consent, the ID of the consent wording shown (for example AA-SMS-CORE v1.1, AA-SMS-MKTG v1.1 or AA-SMS-JIM v1.1), the source page or form, and any opt-out. Everything else is deleted. Aqua-Air keeps the SMS Consent Record for **5 years**, measured from the later of the deletion, Aqua-Air's last text to that number, or the opt-out, and then deletes it. A lead forwarded under Section 6C.1A(a) is not stored, and no SMS Consent Record is kept for it.

## 18. Installation, licensing and insurance

**18.1 Installation.** Aqua-Air sells equipment. It does not install equipment or provide service visits. If you or your subcontractors install Products, you will:

- (a) hold all contractor, plumbing, electrical and other licenses and permits required where the work is done, and make sure your subcontractors do too;
- (b) follow Aqua-Air's installation instructions and all applicable codes, including dedicated circuits, drains with traps, exhaust venting and water pressure requirements; and

(c) be solely responsible for the quality of your installation work.

**18.2 Required insurance.** While this Agreement is in effect, you will carry the following at your own cost, with insurers authorized to do business in your state:

(a) **Commercial general liability (CGL)**, including products-completed operations coverage, with limits of at least **\$1,000,000 per occurrence and \$2,000,000 general aggregate**; and

(b) if you install, service or deliver Products, **commercial auto liability** of at least **\$1,000,000 combined single limit**, and **workers' compensation** as required by the law of each state where you operate, with **employer's liability** of at least **\$500,000 each accident / \$500,000 disease-each employee / \$500,000 disease-policy limit**.

**18.3 Additional insured.** Your CGL policy must name **Steam Pro, LLC dba Aqua-Air Wet/Dry** as an additional insured by endorsement, including for products-completed operations. That coverage must be primary and non-contributory to any insurance Aqua-Air carries, where commercially available.

**18.4 Proof of insurance.** You will give us a certificate of insurance showing the coverage in Section 18.2, and a copy of the additional-insured endorsement, **before the first Product shipment or before Hosted Site go-live, whichever comes first**. Approval of your dealer application is **not** blocked if the certificate is missing. You may upload it at signup. We will not ship Products to you, and we will not activate a Hosted Site for you, until we have a current certificate and endorsement on file. Provide an updated certificate at each policy renewal. The Dealer Portal may collect the certificate at signup as an optional early upload, alongside business license, resale or tax-exemption certificate, and Form W-9 or W-8BEN-E (Section 2.1). Coverage amounts remain as stated in Section 18.2. Section 18.7 still applies if you do not maintain coverage or provide proof when required.

**18.5 Notice of changes.** You will notify us in writing at least **30 days** before any required policy is cancelled, not renewed, or materially changed (including a reduced limit). If you learn of a cancellation with less notice, you will notify us immediately. This is your obligation, because insurers often notify only the named insured.

**18.6 Contractor requirements.** If you install, you will also carry any contractor's insurance, license bond or other bond required where the work is done.

**18.7 Failure to maintain coverage.** If you do not maintain the required insurance or provide proof of it, we may suspend your dealer pricing, Dealer Portal access and order acceptance until you provide proof of compliant coverage. We may also terminate this Agreement for cause under Section 21.3.

**18.8** These limits are minimums. They do not limit your liability or your indemnity obligations under Section 20.

## **19. Limitation of liability**

**19.1 No indirect damages.** TO THE FULLEST EXTENT THE LAW ALLOWS, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED THAT THEY WERE POSSIBLE.

**19.2 Cap.** TO THE FULLEST EXTENT THE LAW ALLOWS, AQUA-AIR'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT YOU PAID AQUA-AIR FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

**19.3 Exceptions.** Sections 19.1 and 19.2 do not limit:

- (a) your payment obligations;
- (b) either party's indemnity obligations;
- (c) breach of Section 8 (Confidentiality) or Section 15 (Trademarks); or
- (d) liability that cannot be limited by law, such as liability for fraud or willful misconduct.

## 20. Indemnity

**20.1 By Dealer.** You will defend, indemnify and hold harmless Aqua-Air and its owners, employees and agents from all claims, losses, damages, fines, penalties and costs (including reasonable attorney fees) arising from:

- (a) your installation, service or modification of Products;
- (b) claims, warranties or representations you make beyond those Aqua-Air authorized, including any disinfecting or sanitizing claims;
- (c) your marketing, including TCPA, CAN-SPAM and telemarketing violations;
- (d) your breach of this Agreement or of applicable law; or
- (e) the negligence or willful misconduct of you or your employees or subcontractors.

**20.2 By Aqua-Air.** Aqua-Air will defend, indemnify and hold you harmless from third-party claims that a Product, as delivered by Aqua-Air and used as Aqua-Air intends, infringes a U.S. trademark, or caused bodily injury or property damage because of a manufacturing defect. This does not apply to claims caused by your installation, modification, misuse or claims, or by those of anyone else after delivery.

**20.3 Procedure.** The party seeking indemnity must give prompt written notice, let the other party control the defense and settlement, and cooperate reasonably. No settlement may admit fault for the indemnified party without its consent.

## 21. Term and termination

**21.1 Term.** This Agreement starts when you accept it and becomes effective as a dealer appointment on your Approval Date. It continues until either party ends it.

**21.2 For convenience.** Either party may end this Agreement for any reason by giving the other **30 days'** written notice. Email is enough.

**21.3 For cause.** Either party may end this Agreement immediately by written notice if the other party:

- (a) materially breaches it and does not cure the breach within 10 days after notice; or

(b) becomes insolvent, makes an assignment for creditors, or becomes subject to bankruptcy proceedings.

Aqua-Air may also end this Agreement immediately if you:

- (a) break Section 5.3, 8, 9.2, 15, 16, 17 or 18.2–18.5;
- (b) misuse the Dealer Portal; or
- (c) act in a way that seriously harms Aqua-Air's reputation.

**21.4 Effect of termination.** When this Agreement ends:

- (a) any amount you owe (for example, a reversed payment) becomes due immediately;
- (b) we will either ship prepaid open orders at the pricing that applied when we accepted them, or cancel them and refund what you paid for them;
- (c) your Dealer Portal access and dealer pricing stop;
- (d) you stop using the Marks and stop holding yourself out as an authorized dealer; and
- (e) you return or destroy Confidential Information.

We may, but do not have to, buy back unused, current, resalable stock Products at your net cost less a restocking fee. Your customers' Limited Warranty is not affected.

**21.5 Survival.** Sections 6C.5, 6D.7, 6D.8, 6D.10A, 8, 11, 12.2, 14.4, 15.3, 19, 20, 21.4, 21.5, 23 and 24 continue after this Agreement ends.

## 22. Changes to this Agreement

**22.1 Amendment by notice and re-acceptance.** We may update this Agreement, including the pricing tiers and volume terms. We will give you at least **30 days'** notice by email to your account email and by posting in the Dealer Portal. A change takes effect for you when you accept the updated version in the Dealer Portal. We may require that acceptance before you place further orders. If you do not accept, you may end this Agreement under Section 21.2. Orders accepted before then stay under the version you last accepted.

**22.2 Other changes.** Apart from Section 22.1 and the price changes in Section 6.4, this Agreement can be changed only by a written amendment signed or electronically accepted by both parties.

## 23. Electronic signatures and records

**23.1 E-sign.** The parties agree to do business electronically under the Utah Uniform Electronic Transactions Act (Utah Code Title 46, Chapter 4) and the federal E-SIGN Act. Your checking the acceptance box and clicking "Accept" is your electronic signature and has the same effect as a handwritten signature.

**23.2 Records and notices.** We keep an electronic record of your acceptance, including the version accepted, the date and time, and the IP address. That record is evidence of your agreement. You agree that we may give you

notices electronically at your account email. Keep that email address current. You can download or print this Agreement from the Dealer Portal at any time.

## 24. Governing law and venue

**24.1 Utah law.** The laws of the State of Utah govern this Agreement, without regard to conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

**24.2 Venue.** Any lawsuit about this Agreement must be brought in the state courts located in Washington County, Utah, or in the federal court for the District of Utah if federal jurisdiction exists. Each party consents to those courts' jurisdiction. Either party may seek an injunction in any court to protect its Confidential Information or Marks.

## 25. General

**25.1 Entire agreement.** This Agreement (including Exhibit A, the Aqua-Air Dealer Marketing Standards, which are compliance rules only), the Limited Warranty, the current price list, any Marketing Services Addendum you sign, and any written policies we reference make up the entire agreement on this subject. It replaces earlier discussions about it.

**25.2 Assignment.** You may not assign this Agreement, including by change of control, without our written consent. We may assign it to a successor to our business.

**25.3 Force majeure.** Neither party is liable for delays caused by events beyond its reasonable control, except for payment obligations.

**25.4 Severability; waiver.** If a court finds any provision unenforceable, it will be enforced to the maximum extent allowed and the rest stays in effect. Not enforcing a provision is not a waiver.

**25.5 Notices.** We send notices to your account email. You send notices to Aqua-Air at PO Box 911031, St. George, UT 84790, or at the email address we publish for dealer notices. You may confirm by calling 800-916-5777.

**25.6 Compliance with law; export.** Each party will comply with applicable laws. You will not export or resell Products in violation of U.S. export control or sanctions laws.

**Steam Pro, LLC dba Aqua-Air Wet/Dry** · PO Box 911031, St. George, UT 84790 · 800-916-5777 · Since 1990

☐ I have read and agree to the Aqua-Air Authorized Dealer Agreement (Version 2.5, October 19, 2026) on behalf of the business named in my application, and I am authorized to bind that business.

☐ (*Optional*) I make the Volume commitment in Section 7: my business intends to buy at least 12 Power Units per rolling 12 months, so it starts at Volume pricing (and a Protected Lead Area, where Section 6B allows) on approval. I understand this is not a purchase obligation, there is no fee or charge of any kind if we fall short, and the only consequence is a move to Standard pricing after a written warning and one full Quarter to cure (Section 7.7).

*Notice (not part of the checkbox): Aqua-Air's current dealer policies, including its Minimum Advertised Price Policy, are available in the Dealer Portal. By submitting, you acknowledge that you have received them. They are Aqua-Air policies, not terms of this Agreement.*