



Dealer Distribution Agreement

This Agreement is between you (Dealer) and Adapt8, makers of Solexx™ greenhouse kits and greenhouse covering.

1) RELATIONSHIP BETWEEN ADAPT8 AND DEALER

- a) Dealer has no authority to bind or obligate Adapt8 with a third party.
- b) Adapt8 agrees to sell to Dealer Solexx™ greenhouses, rolls, panels and accessories hereafter (“the Products”) on a non-exclusive basis for resale, by Dealer, to end-users only.
- c) Any greenhouse assembly or project construction for your customer is between you and your customer from the arrangement to the pricing. Adapt8 is not responsible for any guarantees or warranties on the construction of the greenhouse or any structure using Solexx™ products.
- d) This Agreement is for a term of one (1) year and shall expire automatically one (1) year after the date of this Agreement if minimum sales requirements of \$5,000.00 per year are not met.

2) OBLIGATIONS OF DEALER

- a) To represent Solexx™ products with honesty and integrity.
- b) Display dealers must have an established physical retail business where they can display a Solexx™ greenhouse. The display model must be maintained and kept in good and clean condition. It should also be located so your retail customers have easy access to it.
- c) Anytime Adapt8’s products are presented on the Internet or in any print media advertising, it must be stated clearly that the Dealer is an “Authorized Dealer of Solexx Products.”
- d) Have sufficient working product knowledge to answer customer questions about Solexx™ and the assembly of a Solexx™ Greenhouse kits. Knowledge of the proper sealing of flutes and use of approved screws to meet warranty guidelines. We will supply you with a dealer manual to assist you in this training.
- e) Although Dealers are free to ultimately sell products at whatever price they choose, all Solexx™ products are sold under a MAPs (minimum advertised price) policy. Adapt8 will not sell to Dealers who advertise or publish prices below the

makers of **Solexx™** greenhouse covering



minimum advertised sales price (MSRP) as published by Adapt8. Adapt8 may unilaterally change this policy at any time at its sole discretion.

3) TRADE NAME AND TRADEMARK

a) Dealer may use the trade names, trademarks and other such materials received from Adapt8 only in the process of and in connection with the marketing and selling of the products. Dealer agrees that it will not attempt to register, nor claim for its own, such trade names or trademarks and will not take any action that may impair the validity or diminish the value of such names or trademarks.

b) In order that Adapt8 may be assured of maintaining the quality of any products bearing such trade names or trademarks, mainly but not limited to advertising, Dealer agrees to make available to Adapt8 access for inspection at a reasonable business time all advertising or other materials bearing such trade names or trademarks.

c) Whenever the business name of the Dealer is used in conjunction with a trademark or trade name of Adapt8, Dealer agrees to use with statement, "Authorized Dealer of Solexx™ Products."

4) PROTECTION OF TRADE SECRETS

a) Dealer acknowledges that it may obtain knowledge of confidential trade information of Adapt8. Dealer agrees not to divulge any such information or use it for the benefit of any other party, either during the duration of this Agreement or for the five-year period following termination or expiration of this Agreement. Such confidential trade information includes, but is not limited to, the methods of design and production, which Adapt8 uses in its business and of which Dealer learns during the term of this Agreement. Moreover, Dealer agrees that in the event of termination or failure to renew, it will not act in any way prejudicial or injurious to the business or goodwill of Adapt8. Dealer anticipates and acknowledges that the covenants in this paragraph may be specifically enforced by preliminary and permanent injunctions.